



COLUMBIA CITY COUNCIL MEETING AGENDA TUESDAY, NOVEMBER 9, 2021

The Columbia City Council will conduct a Council Meeting on Tuesday, November 9, 2021 at 2:00 p.m. at the Busby Street Community Center, 1735 Busby Street, Columbia, SC 29203. The meeting will be streamed online at www.columbiasc.gov. Citizens can participate in the meeting in-person or via telephone by dialing **855-925-2801**. When prompted, enter meeting code: **8380**. During the meeting: press *1 to listen; *2 to leave a message; or *3 to request to speak. For additional information visit www.columbiacitysc.igmp2.com. You may also register at this site to post comments related to items on the agenda. For questions regarding the meeting, please contact the City Clerk at (803)545-3045 or cityclerk@columbiasc.gov.

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

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

CALL TO ORDER

PLEDGE OF ALLEGIANCE

INVOCATION

ADOPTION OF THE AGENDA

APPROVAL OF MINUTES

1. Council is asked to approve the October 19, 2021 City Council Meeting Minutes.

CITY COUNCIL DISCUSSION / ACTION

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

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

PRESENTATIONS

3. Resolution No.: 2021-118 - Approving the Honorary Naming of the Hyatt Park Pavilion located at 950 Jackson Avenue "Mary G. Thurman Pavilion"



COLUMBIA CITY COUNCIL MEETING AGENDA TUESDAY, NOVEMBER 9, 2021

-
4. Arbor Day 2021 Proclamation - The Honorable Mayor Stephen K. Benjamin

Arbor Day will be celebrated on Friday December 3, 2021.

CONSENT AGENDA ITEMS 5 THROUGH 18

5. Council is asked to approve a Contract for the JusticeTrax Software License, as requested by the Columbia Police Department. Award to JusticeTrax, Inc. using the GSA Cooperative Contract in the amount of \$54,516.78. This vendor is located in Mesa, AZ.

Funding Source: U.S. Justice Grants Control - Software License (2659999-9231000021-627510). The original budget amount is \$54,516.78.

6. Council is asked to approve the annual Software Maintenance Support for Mobile Area Routing and Vehicle Location Information System (MARVLIS), as requested by the Columbia Police Department. Award to Bradshaw Consulting Services, Inc. in the amount of \$77,988.67. This firm is located in Aiken, SC.

Funding Source: Police Administrative Services - Maintenance and Service Contract (1012402-638200). The original budget amount is \$77,988.67.

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

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

8. Council is asked to approve the Purchase of 36 Chevrolet Tahoes for the Columbia Police Department, as requested by the Fleet Services Division. Award to Love Chevrolet in the amount of \$1,369,656.00. This vendor is located in Columbia, SC.

Funding Source: Capital Replacement - Auto, Trucks, Heavy Equipment - Capital (6308972-658500). The original budget amount is \$1,369,656.00.

9. Council is asked to approve the Purchase of the annual Target Solution Services, as requested by the Columbia Fire Department. Award to Municipal Emergency Services as a Sole Source in an amount not to exceed \$68,017.32. This vendor is located in Charlotte, NC.



COLUMBIA CITY COUNCIL MEETING AGENDA TUESDAY, NOVEMBER 9, 2021

Funding Source: Fire Suppression - Software License (1012303-627510) \$34,008.66 and Fire Administration - County - Software License (2082301-627510) \$34,008.66. The original budget amount is \$68,017.32.

10. Council is asked to approve the annual GIS Software License and Maintenance Services, as requested by the Information Technology Department. Award to Environmental Systems Research Institute, Inc., using the Small Municipal and County Government Enterprise Agreement in the amount of \$101,740.00. This vendor is located in Redlands, CA.

Funding Source: Geographic Information Systems - Maintenance & Service Contracts (5511121-638200) \$43,640.00; Development Services - Maintenance & Service Contracts (1014101-638200) \$3,400.00; Police Administrative Services - Software Licenses (1012402-627510) \$3,300.00; Engineering - Water Systems Improvements - Software Licenses (5516220-627510) \$25,700.00; Utilities Water Distribution & Maintenance - Software Licenses (5516203-627510) \$7,000.00; Office of Business Opportunities - Maintenance & Service Contracts (1011126-638200) \$500.00; Street - Storm Drains - Maintenance & Service Contracts (5534203-638200) \$200.00; Traffic Engineering - Maintenance & Service Contracts (1013203-638200) \$2,225.00; Public Works Administration - Software Licenses (1011124-627510) \$1,875.00; Utilities Wastewater Maintenance - Software Licenses (5516205-627510) \$12,900.00; Emergency Management - Software Licenses (1012201 - 627510) \$1,000.00. The original budget amount is \$101,740.00.

11. Council is asked to approve the annual ONESolution IFAS Software Maintenance Services, as requested by the Budget and Program Management Office. Award to CentralSquare Technologies, LLC in the amount of \$233,470.81. This firm is located in Lake Mary, FL.

Funding Source: Program Management Office - Maintenance & Service Contract (6218950-638200). The original budget amount is \$233,470.81.

12. Council is asked to approve the ONESolution IFAS Upgrade, as requested by the Budget and Program Management Office. Award to CentralSquare Technologies, LLC in an amount not to exceed \$854,155.00. This firm is located in Lake Mary, FL.

Funding Source: Program Management Office - Professional Services (6218950-636600) \$601,435.00 and Program Management Office - Cloud Based Software Solutions (6218950-632170) \$252,720.00. The original budget amount is \$1,250,000.00.

13. Council is asked to approve Change Order #3 for Project SR8053; Main Street Intersection Improvements, as requested by Columbia Water. Award to AOS Specialty Contractors, Inc., a Minority Business Enterprise (W), in the amount of \$139,093.35. This firm is located in Lexington, SC.
-



COLUMBIA CITY COUNCIL MEETING AGENDA TUESDAY, NOVEMBER 9, 2021

Funding Source: Street Scaping Control - Capital Project Cost (4139999-CP003403-658650). The original budget amount was \$988,911.90 with 10% contingency. The budget amount for this change order is \$139,093.35. The total revised budget amount is \$1,128,005.25.

Change Order #3 is requested to increase funding for unforeseen conditions requiring major changes in the proposed road and sidewalk replacement construction contract.

14. Council is asked to approve an Agreement for Project WM439302-SS740902; Leesburg Road between Fairmont Road and Lower Richland Boulevard Utility Relocation Inspection Services, as requested by Columbia Water. Award to Mead and Hunt in an amount not to exceed \$651,721.20. The firm is located in Lexington, SC.

Funding Source: Water and Sewer Capital Projects - Capital Project Costs (5529999-WM439302-658650) \$325,860.60 and Water and Sewer Capital Projects - Capital Project Costs (5529999-SS740902-658650) \$325,860.60. The original budget amount is \$651,721.20.

This is a Mentor Protégé Program project. Mead and Hunt is the mentor and will provide project administration, surveying and utility mapping, geotechnical investigation, final design, permitting, engineering services during construction and project closeout services at 79.99% (\$521,289.60) of the total contract amount. Highfill Infrastructure Engineering, PC of Columbia, SC, is the protégé and will provide construction observation and construction administration services at 20.01% (\$130,431.60) of the total contract amount.

15. Council is asked to approve an Agreement for Project WM4558-SS7573; I-126 Elmwood Avenue Bridge Utility Relocation, as requested by Columbia Water. Award to Black and Veatch Corporation in an amount not to exceed \$1,342,490.00. The firm is located in Columbia, SC.

Funding Source: Water and Sewer Capital Projects - Capital Project Costs (5529999-WM455801-658650) \$1,006,866.00 and Water and Sewer Capital Projects - Capital Project Costs (5529999-SS757301-658650) \$335,624.00. The original budget amount is \$1,342,490.00.

This is a Mentor Protégé Program project. Black and Veatch Corporation is the mentor and will provide design documents, construction inspection, and project closeout services at 79.98% (\$1,073,790.00) of the total contract amount. Highfill Infrastructure Engineering, PC of Columbia, SC, is the protégé and will provide field reconnaissance, regulatory review, field survey, and geotechnical assessment services at 20.02% (\$268,700.00) of the total contract amount.

16. Council is asked to approve an Agreement for the Olympia Fire Station Replacement Design and Construction Administration Services, as requested by the Columbia Fire Department (using department), in coordination with Community Development (grant management of CDBG-MIT funding), and General Services Department assisted by



We Are Columbia

COLUMBIA CITY COUNCIL MEETING AGENDA TUESDAY, NOVEMBER 9, 2021

Columbia Water (managing design and construction services). Award to Stewart-Cooper-Newell Architects, PA in an amount not to exceed \$681,956.00. The firm is located in Gastonia, NC.

Funding Source: General Capital Projects - Capital Project Costs (4039999-CP108001-658650). The original budget amount is \$681,956.00.

The Olympia Fire Station Replacement Project is a critical project in the City's vision of providing innovative and high quality municipal services. The station serves a growing area comprised of both City and County residents and businesses. As the surrounding community continues to benefit from investment and new development, the need to replace the existing station is ever pressing to meet the growing needs of the service area. The new fire station will reduce the risk of damage to and loss of property, along with providing Columbia Fire Department personnel a modern facility which supports the critical services they provide to the community.

Stewart-Cooper-Newell Architects, PA of Gastonia, NC will provide schematic design, design development, construction document, bidding/negotiation and construction administration services at 62.16% (\$423,871.00) of the total contract amount.

The following subconsultants will provide additional services:

Optima Engineering, PA of Charlotte, NC will provide mechanical, electrical, plumbing and fire protection services at 13.44% (\$91,700.00) of the total contract amount.

Chao & Associates, a Minority Business Enterprise of Columbia, SC will provide structural and survey services at 6.16% (\$42,000.00) of the total contract amount.

Thomas and Hutton of Columbia, SC will provide civil engineering services at 7.72% (\$52,635.00) of the total contract amount.

F&ME, Inc., of Columbia, SC will provide geotechnical services at 1.47% (\$10,000.00) of the total contract amount.

BREE & Associates, a Minority Business Enterprise of Columbia, SC will provide estimating services at 3.48% (\$23,750.00) of the total contract amount.

Sustainable Design Consulting, a Minority Business Enterprise (W) of Richmond, VA will provide LEED consulting services at 5.57% (\$38,000.00) of the total contract amount.

17. Ordinance No.: 2021-082 Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, to repeal and replace Chapter 11, Licenses, Permits and Miscellaneous Business Regulations, Article II. Business and Professional Licenses

First reading approval was given on October 19, 2021.



**COLUMBIA CITY COUNCIL MEETING AGENDA
TUESDAY, NOVEMBER 9, 2021**

-
18. Ordinance No.: 2021-086 Authorizing the City Manager to execute a Sixteenth Amendment to Purchase Agreement between the City of Columbia and Bright-Meyers 2001 LLC for the sale of 5.97 +/-acres (Capital City Stadium), Richland County TMS #11204-02-02

First reading approval was given on October 19, 2021.

PUBLIC HEARING & FIRST READING FOR ZONING / PLANNING MATTERS

19. ANNEXATION, COMPREHENSIVE PLAN MAP AMENDMENT, AND ZONING MAP AMENDMENT for 7800 Garners Ferry Road; TMS# 19102-05-12

Ordinance No.: 2021-085 Annexing and Incorporating 0.69 acres, 29,000 square feet 7800 Garners Ferry Road, Richland County TMS# 19102-05-12 into Columbia Compass: Envision 2036 adopted by Ordinance No.: 2020-028 on August 4, 2020

Council District: 3

Proposal: Request to annex the property and assign a land use classification of Community Activity Corridor (AC-2) and assign zoning of General Commercial (GC) at the time of annexation. The property is currently classified as Neighborhood (Medium Density) and zoned GC by Richland County.

Applicant: Take 5 Carolinas Property Company, LLC

Staff Recommendation: Approval

PC Recommendation: 05/03/2021; Approval (9-0)

20. ANNEXATION, COMPREHENSIVE PLAN MAP AMENDMENT, AND ZONING MAP AMENDMENT for NX3900 River Drive a/k/a 3820 River Drive; TMS# 09103-05-09

Ordinance No.: 2021-084 Annexing and Incorporating 0.22 acres NX3900 River Drive, Richland County TMS# 09103-05-09 into Columbia Compass: Envision 2036 adopted by Ordinance No.: 2020-028 on August 4, 2020

Council District: 1

Proposal: Request to annex the property and assign a land use classification of Urban Core Mixed Residential Type 2 (UCMR-2) and assign zoning of Employment Campus (EC) at the time of annexation. The property is currently classified as Mixed Use Corridor and zoned GC by Richland County.

Applicant: Osama Khammash



COLUMBIA CITY COUNCIL MEETING AGENDA TUESDAY, NOVEMBER 9, 2021

Staff Recommendation: Approval

PC Recommendation: 09/13/2021; Approval (6-0)

21. MAJOR AMENDMENT to a Planned Development at S/S Broad River Road, TMS# 05013-01-01 & 05009-02-52

Council District: 1

Proposal: Request to make a Major Amendment to a Planned Development (PD).

Applicant: Philip Reames, Great Southern Homes

Staff Recommendation: Approval

PC Recommendation: 10/04/2021; Approval (7-0)

22. ZONING TEXT AMENDMENT to Amend the text of the Unified Development Ordinance

Ordinance No.: 2021-087 Amending The Unified Ordinance of the City of Columbia, South Carolina, Article 2: Administration, Sec. 17-2.2(d) Table 17-2.2; Sec. 17-2.5(c)(3)(b); Sec. 17-2.5(g); Sec. 17.2.5(y); and, Article 3: Zoning Districts, Sec. 17-3.3(d); Sec.17-3.3(f)(3); Sec. 17-3.3(g)(3); and, Article 4: Use Regulations, Sec. 17-4.2(b); Sec. 17-4.2(b) Table (4); Sec. 17-4.2 (c)(4); Sec. 17-4.3(d)(1); Sec. 17-4.3(d)(6); and, Article 5: Development Standards, Table 17-5.2(I)(1)B; Sec.17-5.3(b); Sec.17-5.3(i)(5) and 17-5.4 (f); 17-5.10(c)(5); Table 17-5.10(c)(6)a.1; Table 17-5.10(c)(6)a.3; Table 17-5.10(c)(6)a.4.i; Table 17-5.10(c)(6)a.4.ii; 17-5.11(d); Table 17-5.11(D)(4); Article 7: Nonconformities, Sec17-7.1(c); Sec17-7.6(b)(1); Sec17-7.6(b); Sec17-7.6(c);and, Article 9: Definitions and Rules Management, Sec17-9.2(a)(6); Sec.17-9.4; and Appendix C: Type: Landmarks; Table C: Type 3 Landmarks

Proposal: Amendments to the text of Chapter 17 of the Columbia Code of Ordinances entitled "Unified Development Ordinance of the City of Columbia, South Carolina"

Applicant: Rachel Bailey, Zoning Administrator

Staff Recommendation: Approval

PC Recommendation: 10/04/2021; Approval (7-0)



**COLUMBIA CITY COUNCIL MEETING AGENDA
TUESDAY, NOVEMBER 9, 2021**

RESOLUTIONS

23. Resolution No.: R-2021-106 Ratifying and Authorizing the City Manager to execute a Columbia Riverfront Park, Saluda River Greenway, and Vista Greenway Donation Agreement between the City of Columbia and Prisma Health and any documents necessary to consummate the acceptance of a donation to the City for the use and support of Riverfront Park and Greenways
24. Resolution No.: R-2021-111 Certifying Four (4) Building Sites as Abandoned Buildings Pursuant to the South Carolina Abandoned Buildings Revitalization Act, Title 12, Chapter 67, Section 12-67-100 et seq., of the South Carolina Code of Laws (1976), as amended, regarding the property located at 1813 Main Street and having Richland County TMS #: R09082-01-01 to 05, R09082-02-01 to 03, R09082-03-01 to 03, Parking TMS#: R09082-04-01 through 49
25. Resolution No.: R-2021-115 Certifying A Building Site as Abandoned Buildings Pursuant to the South Carolina Abandoned Buildings Revitalization Act, Title 12, Chapter 67, Section 12-67-100 et seq., of the South Carolina Code of Laws (19 76), as amended, regarding the property located at 1511 Richland Street, Richland County TMS # 11404-01-21
26. Resolution No.: 2021-127 Authorizing a First Amendment to the Management Services Agreement between the City of Columbia and Executive Management and Leasing, Inc., for the property located at 1401 Main Street

EVENT RESOLUTION

Safety plans that adhere to the COVID-19 pandemic safety and social distancing protocols, as published by the CDC and SCDHEC, have been reviewed and approved by the Columbia Police Department for each of the following events.

27. Resolution No.: R-2021-119 Authorizing consumption of beer and wine only at the South Carolina Oyster Festival in the 1600 block of Blanding Street on Saturday, November 21, 2021 with a rain contingency of Sunday, November 28, 2021



COLUMBIA CITY COUNCIL MEETING AGENDA TUESDAY, NOVEMBER 9, 2021

APPOINTMENTS

- 28. Accommodations Tax Advisory Committee
- 29. Climate Protection Action Committee
- 30. Richland County Board of Assessment Appeals
- 31. South Carolina Memorial Park Commission

OTHER MATTERS

- 32. Council is asked to approve the installation of a 4-way stop at the intersection of Chester Street and Lincoln Street, as requested by the Traffic Engineering Division.

This request has been approved by the Columbia Police Department and the Columbia Fire Department.

- 33. Appeals to the City Center Business Improvement District Assessment - The Honorable Sam Davis

CITY COUNCIL COMMITTEE REFERRALS / REPORTS

- 34. Administrative Policy Committee Report - The Honorable Mayor Pro-Tem Edward H. McDowell, Jr.

PUBLIC INPUT

EXECUTIVE SESSION

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

COVID-19

Bond Court

Redistricting

Site Review Plan for 16.2 acres, 750 and 754 South Beltline Boulevard

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

North v. City of Columbia



We Are Columbia

**COLUMBIA CITY COUNCIL MEETING AGENDA
TUESDAY, NOVEMBER 9, 2021**

-
37. Discussion of matters relating to proposed location or expansion of services to encourage location or expansion of industries or other businesses in the area served by the public body pursuant to S.C. Code §30-4-70(a)(5)

Oasis Development - CEZ Inc. and Integral Group, LLC

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

*Convention Center
State Museum Memorandum of Understanding*

ADJOURNMENT



COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, OCTOBER 19, 2021

The Columbia City Council conducted a meeting on Tuesday, October 19, 2021 at the Busby Street Community Center, 1735 Busby Street, Columbia, SC 29203. The Honorable Mayor Pro-Tempore Edward H. McDowell, Jr. called the meeting to order at 2:10 p.m. and the following members of Council were present: The Honorable Sam Davis, The Honorable Tameika Isaac Devine, The Honorable Howard E. Duvall, Jr., The Honorable Daniel J. Rickenmann, and The Honorable William Brennan. The Honorable Mayor Stephen K. Benjamin was absent. Also present were Ms. Teresa Wilson, City Manager and Ms. Erika D. Moore Hammond, City Clerk. This meeting was advertised in accordance with the South Carolina Freedom of Information Act.

PLEDGE OF ALLEGIANCE

INVOCATION

The Honorable Howard E. Duvall offered the invocation.

ADOPTION OF THE AGENDA

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

APPROVAL OF MINUTES

1. Council is asked to approve the October 5, 2021 City Council Meeting Minutes.

Upon a motion made by Mr. Duvall and seconded by Mr. Davis, Council voted unanimously to approve the October 5, 2021 City Council Meeting Minutes.

PRESENTATIONS

2. Resolution No.: R-2021-117 Approving the Honorary Naming of the Intersection of Oak Street and Gervais Street "Simon P. Bouie Square" – *Approved*

Dr. Bobby Donaldson, University of South Carolina / Director for the Center for Civil Rights History and Research said I am very pleased to recognize an American hero. On March 14, 1960, a young student at Allen University named Simon Bouie joined a movement of young men and women in downtown Columbia. He goes into the Eckerd's Drug Store on Main Street and requests to be served but is denied service because of his race. He was arrested with his close friends. That



COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, OCTOBER 19, 2021

arrest led to a landmark United States Supreme court case called Bouie versus the City of Columbia, which is still taught in nearly every law school in this country. The young man who is named in that lawsuit was born in Waverly in a home that still stands on the corner of Oak Street and Gervais Street. He is a proud graduate of the historic Booker T. Washington High School and Allen University. He had no idea that day that he would ever be in law school textbooks. Mr. Bouie had no idea that the work he did in the spring of 1960 would lead to a city council that looks like it does today. I am very pleased to join the City of Columbia in recognizing Simon P. Bouie and encouraging the adoption of a proposal to rename the intersection where he once lived “Simon P. Bouie Square”.

Reverend Simon P. Bouie said I'm honored to be here. I never thought this day would come. My grandmother said one-day sitting on the porch, “Boy, you never know what you will become. They may even name that street after you”. I never believed that would have ever happened. It brings to reality the dreams and hopes of so many people. I didn't do this for myself. I did it for our beloved city, that it will grow and that it would be the kind of city that we all will be pleased to live in and to live together as neighbors, friends, and loved ones. I am so pleased to accept this beautiful marker going up on the corner of Oak Street and Gervais Street. I will go and look at it almost every day. God bless you and thank you so very much.

Upon a motion made by Mr. Brennan and seconded by Ms. Devine, Council voted unanimously to approve Resolution No.: R-2021-117 Approving the Honorary Naming of the Intersection of Oak Street and Gervais Street “Simon P. Bouie Square”.

3. Columbia Navy Week (October 18-23, 2021) Proclamation - The Honorable Mayor Stephen K. Benjamin

Councilor McDowell said a word of thanks to the men and women dressed immaculately in their uniforms today. You serve us well and we are appreciative of what you continue to do. I am so happy to have Rear Admiral Jeffery S. Scheidt here with us today. Admiral Scheidt is the Senior Military Advisor for Cyber Policy to the Under Secretary of Defense for Intelligence. We are just happy and delighted to have you with us today.

The members of City Council proclaimed the week of October 18 through October 23, 2021 as Columbia Navy Week in the City of Columbia.

Rear Admiral Jeffery S. Scheidt said thank you council members and everyone in attendance today for helping us feel a very warm welcome in Columbia. We really appreciate everything we have seen and been able to participate in today. I had the honor of enlisting 18 of your sons and daughters



COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, OCTOBER 19, 2021

on the Capitol steps. It was a very powerful image for your city and state and a hopefully a very meaningful day for those individuals and their families. I have with me today members of the James E. Williams crew. USS James E. Williams is a missile destroyer. We couldn't bring the whole crew, but we have a representative group of outstanding sailors and officers. There are many events going on across the city this week. Hopefully, you all will be able to participate in some of them and enjoy learning more about our modern Navy and how we are doing our mission globally to help advance the freedoms, opportunities, and prosperity of the City of Columbia and the State of South Carolina. Thank you for everything.

CITY COUNCIL DISCUSSION / ACTION

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

- *COVID-19 Situational Report - Mr. Harry Tinsley, Emergency Management Director - Deferred*

Ms. Teresa Wilson, City Manager said in lieu of the normal situational report, I thought I would address and give you a little bit of an update regarding our mandatory vaccination policy that you all directed back in early September. That policy is due to be implemented on November 1, 2021. We are making steady progress and I am very pleased from the point we started to where we are. We had less than 50% of employees vaccinated and we are now at 74% with an additional 4% partially vaccinated. I really want to thank our city employees for listening to me during some very hard conversations. I have been going out and talking with them trying to encourage and explain why it is not about discounting their personal beliefs but about the continuity of services that we must provide as a municipality. I have explained to the employees that I do feel like 80% is a good aspirational goal to achieve in our city employee population to show that we are at a level to sustain a healthy workforce while also balancing labor shortages. When we push the policy out on November 1st the expectation is that everyone gets vaccinated. I will also be sharing with you all some additional protocols like continued testing procedures and some consequences for those unvaccinated employees who may remain in a quandary about whether they want to get the vaccine or not once the policy is implemented. These consequences, which we are working through with Ms. Benjamin and the entire legal team, will be things that I think are meaningful to some of our staff if they choose to still work for the city. I do not recommend that we terminate anyone by November 1st. We are building in some deadlines that I'll present to the staff and to you all.

Councilor Devine asked about the testing protocols that have been put in place.



COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, OCTOBER 19, 2021

Ms. Teresa Wilson, City Manager said Director Tinsley and Ms. Benjamin have been very active in setting up available sites for our city employees to go to weekly. We have a schedule for which department goes on which day. Employees must present their test results to their supervisors in a timely manner during the testing week period. If they are negative, which we hope that they are and many have been, then it will be documented. If they are positive, we are handling each of those cases on an individual basis by adhering to the same protocols we always had in place making sure that those employees get the care that they need and that any exposures have been addressed as well. Prior to November 1st, I will share the final draft of the policy with you all and push that out to our employees. That policy will mandate vaccinations and it will also go into any additional consequences for those who may choose not to get vaccinated by the deadline. My recommendation is to follow some of those consequences in lieu of any automatic termination of employment. I do think we will get 80% of our entire population vaccinated by then. Every day I am talking to employees and we are still pushing forward. Consequences that we are talking about for unvaccinated employees will factor in things like no cost of living increases and illegibility for merit increases. If you are not agreeing to adhere to city policy, this is a mechanism for documenting and therefore as an unvaccinated employee you may not be able to benefit from some of those things. These are just some of the possibilities of what we are thinking about while also trying to incentivize the employees that are vaccinated. We are working with legal to incorporate in the policy all exemptions that any employee may qualify for whether it's for medical reasons, religious reasons, and pregnancy. Employees will have to fill out forms per their request. We certainly will be taking them very seriously and will review them and let them know if those exemptions qualify and would be accepted so they don't have to get the vaccine. Any OSHA and FLSA compliance regulations will be in the policy as well. There will also be things that are more department specific for police and fire. I am trying to recommend opportunities for our employees to keep their jobs, but if you choose not to be vaccinated and you are given the opportunity to still maintain your employment there will have to be other consequences put in place and protocols to include continued testing. The goal is to push vaccinations. That is the directive you have given and that is the direction we are trying to follow.

Councilor McDowell asked for the time parameters.

Ms. Teresa Wilson, City Manager said the policy will give all this information in great detail. The policy will come out on November 1, 2021. We have looked at December 31, 2021 for the final deadline of vaccinations.



COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, OCTOBER 19, 2021

Councilor Duvall said you are doing the right thing by having a continuum of steps to encourage those that are not vaccinated. I think December 31st is too late. I would prefer it to be moved up to maybe the last day in November. These people that are refusing to get the vaccination are putting themselves at risk, their families at risk, their fellow coworkers at risk, and they are putting the people they serve in the City of Columbia at risk. Beyond that they are a tremendous risk to the city for our health plan. It is about \$75,000 to treat a COVID patient. If we allow them to stay on our payroll, we are going to incur more of those expenses now that we are on the state health plan. I think we are being self-evaluated each year now that we have been there long enough to maintain our own rating system. This is going to hurt us. I think it is your right to give them some options to push them in the right direction. I wish they would go ahead and accept the vaccine but they have to be terminated at some point, whether it's the last of November or the 1st of January if they have not been vaccinated.

Councilor Davis said I am supportive of doing whatever we can to make sure that the necessary information is provided to employees in terms of the impact individually, as well as within the workplace. I think we owe to employees and the people who serve the city to make sure that they have every opportunity to take advantage of the approach to make sure that we have a safe workplace. I don't have a position on termination yet because I don't know that you have fully reached that point of determining whether or not it is in fact necessary. I think we should have conversations and dialogue with employees. I am hoping that we can reach a level of appreciation on both sides. I want to make sure that if decisions are made to not comply, then I hope the decision be made with the full understanding of the impact of non-compliance as well as with a full appreciation of what we have been trying to do to ensure that we maintain a safe environment. We need to give them every opportunity to have the right information so that they can make individual choices.

Councilor McDowell said I think the flexibility of what you just said gives us an opportunity to look at forensically what the policy is and how it impacts employees. We don't want anybody to be terminated. This policy gives us an opportunity to make this thing work. I agree with the December timeline to fully put this plan together and protect the 2,300 city employees.

Councilor Duvall made a point of personal privilege to welcome Representative Leon Howard.



**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, OCTOBER 19, 2021**

CONSENT AGENDA ITEMS 5 THROUGH 18

Councilor Rickenmann said in regards to item 16, we created this program to make sure we take care of minority businesses but we are constantly seeing more and more minority businesses outside of our state and outside of our city. Are we taking away business from local people as we do that. The question keeps coming up that we are not doing enough for minority businesses in our community. Is that hurting us internally or is this because there is no one who can provide this service in town?

Ms. Teresa Wilson, City Manager said it is the continuous effort of the programs, which I do feel has grown to address small minority woman owned business enterprises. The reality is for certain type of work like some of these really large water sewer projects, we just have to do better to help build capacity. I think our programs are in place to do that. We have done lots of presentations to committees and council. We have the Office of Business Opportunities and their efforts working with procurement. For some of this work on the consent decree, we have to follow certain guidelines and we have to stay on course to get it done. The disparity study is underway and I am very hopeful for the feedback and guidance from those professionals on this particular issue. The reality is if we are asking about this specific item and the sub consultants who fall under that, the capacity does have to be there and sometimes it may not be local.

Councilor Rickenmann said I want to make sure that we are reaching out to hit a goal based on having minority participation. If it is not from here, we are taking that business away from another local business that is here. We have to have a balance to make sure that we are still growing all businesses here because collectively together they make up our community.

Mr. Clint Shealy, P.E., Assistant City Manager for Columbia Water said about 25% of this contract is going to minority women owned business enterprises. About 20% of those are local. We did select many years ago with CDM Smith, the base providers of services based on their qualifications to be able to deliver services in a consent decree compliance of this magnitude. This is a continuation of that.

Councilor Davis said I don't know what CDM Smith is trying to do to help us. That is a lot of money again that is leaving the state. I don't know what their policy is but our policy is that we are trying to grow local small minority businesses. It doesn't seem as though that is their goal. It is still not convincing me that we are really working to develop the talent in town. We are doing what we can to find the dollars to help the businesses grow but somebody has to play a major role in helping them develop the kinds of skills that are needed for these types of contracts we are putting on the street.



COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, OCTOBER 19, 2021

Councilor Devine said there is one minority sub for 3% going to Georgia and everybody else is in South Carolina. When we did our local business ordinance, it included some of the surrounding counties. I know that CDM has done a good job at not just trying to make sure that we have subs but that we are also building capacity.

Councilor Davis said I am going beyond DESA Inc. and Chao who always lead the pack. It is not only the percentage leaving the state; it is who is getting the dollars, who is participating, and where the contracts are going.

Upon a single motion made by Ms. Devine and seconded by Mr. Duvall, Council voted unanimously to approve **Consent Agenda Items 5 through 18.**

5. Council is asked to approve a Professional Services Agreement Designating One Columbia as a Local Arts Agency for Fiscal Year 2021/2022 for the purpose of Advising, Amplifying, and Advocating for the Strengthening and Unifying of the Arts and History Community, as requested by the Budget & Program Management Office. Award to One Columbia for Arts and History in the amount of \$52,353.00. The firm is located in Columbia, SC. – *Approved*

Funding Source: Accommodations Tax 5% (2035205-688200). The original budget amount is \$52,353.00.

6. Council is asked to approve a Contract for Official, Umpire and Scorekeeper Services, as requested by the Parks and Recreation Department. Award to Warren Bolden, doing business as HOTEK SPORTS, in an amount not to exceed \$59,310.00. This vendor is located in Columbia, SC. – *Approved*

Funding Source: Recreation Programs - Professional Services (1015106-636600). The original budget amount is \$59,310.00.

7. Council is asked to approve COVID-19 Building Cleaning Services, as requested by the Support Services Division. Award to National Interior Solutions, LLC in the amount of \$142,700.00. This firm is located in Miami, FL. – *Approved*

Funding Source: General Support Services - Coronavirus Services (1011201-638412) \$61,350.00; Support Services Public Building - Coronavirus Services (5511219-638412) \$81,350.00. The original budget amount is \$142,700.00.



**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, OCTOBER 19, 2021**

8. Council is asked to approve the Renewal of Computer Aided Dispatch Annual Maintenance Software Services, as requested by the Columbia - Richland 911 Communications Center. Award to CentralSquare Software Systems in the amount of \$291,434.76. This firm is located in Columbia, SC. – *Approved*

Funding Source: City Account (1012701-638200) \$145,717.38 and County Account (2082702-638200) \$145,717.38. The original budget amount is \$291,434.76.

9. Council is asked to approve the Purchase of 180 sets of Globe Bunker Gear, as requested by the Columbia Fire Department. Award to Newton's Fire and Safety Equipment, Inc. using the HGAC Cooperative Contract in the amount of \$460,728.00. This vendor is located in Swepsonville, NC. – *Approved*

Funding Source: Fire Suppression and Safety Clothing and Supplies (1012303-625900) \$230,364.00 & Fire Suppression and Safety Clothing and Supplies (2082301-625900) \$230,364.00. The original budget amount is \$460,728.00.

10. Council is asked to approve the Purchase of 793 Ninety-Five Gallon Recycling Roll Carts for the Solid Waste Division, as requested by Columbia Water. Award to Schaefer Systems International using the HGAC Cooperative Contract in the amount of \$50,285.80. This vendor is located in Charlotte, NC. – *Approved*

Funding Source: Solid Waste Recycling - Roll Carts and Recycle Bins (1014407-627600). The original budget amount is \$50,285.50.

11. Council is asked to approve the Purchase of 1,248 Toter Ninety-Six Gallon Garbage Roll Carts for the Solid Waste Division, as requested by Columbia Water. Award to Wastequip Manufacturing using the Omnia Partners Cooperative Contract in the amount of \$79,136.16. This vendor is located in Charlotte, NC. – *Approved*

Funding Source: Solid Waste Roll Carts - Roll Carts and Recycle Bins (1014401-627600). The original budget amount is \$79,136.16.

12. Council is asked to approve a Contract for Project WM4602; New Water Main Extension along Rocky Point Drive, as requested by Columbia Water. Award to J.W. Brown Construction, LLC in an amount not to exceed \$129,564.00, which includes contingency. This firm is located in Lexington, SC. – *Approved*

Funding Source: Engineering - Water & Sewer Improvements (5529999-WM460201-658650). The original budget amount is \$129,564.00.



COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, OCTOBER 19, 2021

This is a Mentor Protégé Program Protégé Only Project. J.W. Brown Construction, LLC is the protégé and will provide waterline installation services at 71.75% (\$77,470.00) of the total contract amount.

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

Fortiline Waterworks of Lexington, SC will provide water line materials at 23.15% (\$25,000.00) of the total contract amount.

Capital Concrete Company of Lexington, SC will provide flowable fill at 2.78% (\$3,000.00) of the total contract amount.

Sloan Construction of Duncan, SC will provide asphalt at 2.32% (\$2,500.00) of the total contract amount.

13. Council is asked to approve a Contract for Compost Grinding and Screening Services for the Solid Waste Division, as requested by Columbia Water. Award to Martin Edwards & Associates, Inc. in an amount not to exceed \$159,068.70. This vendor is located in Erwin, NC. – *Approved*

Funding Source: Solid Waste Compost - Special Projects (1014406-638500). The original budget amount is \$159,068.70.

14. Council is asked to approve an Agreement for a Water and Sewer Rate Study, as requested by Columbia Water. Award to Black & Veatch Management Consulting, LLC in the amount of \$148,989.00. The firm is located in Columbia, SC. – *Approved*

Funding Source: Admin Assistant City Manager - Professional Services (5511109-636600). The original budget amount is \$148,989.00.

Black and Veatch Management Consulting, LLC of Columbia, SC will provide a comprehensive water and sewer rate study to develop a 5-year integrated financial plan at 90% (\$134,091.00) of the total contract amount.

The following subconsultant will provide additional services:

Civil Engineering Consulting Services, a Minority Business Enterprise (W) of Columbia, SC will provide financial planning and rate study services at 10% (\$14,898.00) of the total contract amount.

15. Council is asked to approve Instrumentation and Supervisory Control and Data Acquisition (SCADA) System Maintenance, as requested by Columbia Water. Award to CITI, LLC in the amount of \$234,545.00. This firm is located in Charlotte, NC. – *Approved*

Funding Source: Utilities Metro Wastewater Plant - Maintenance and Service Contract (5516208-638200). The original budget amount is \$234,545.00.



**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, OCTOBER 19, 2021**

16. Council is asked to approve Contract Amendment #10 for Project SS7236; Consent Decree Program Management Services, as requested by Columbia Water. Award to CDM Smith, Inc. in the amount of \$4,200,000.00. This firm is located in Columbia, SC. – *Approved*

Funding Source: Water and Sewer Capital Projects - Capital Project Costs (5529999-SS723622-658650). The original budget amount is \$4,200,000.00.

CDM Smith, Inc. of Columbia, SC will provide program management for the Clean Water 2020 Program with complying with the Environmental Protection Agency (EPA) Consent Decree and development of Water Information Management System and oversight of subconsultants at 75.00% (\$3,150,000.00) of the amended amount.

The following subconsultants will provide additional services under Contract Amendment #10:

Atlantic South Consulting Services, a Minority Business Enterprise of Charleston, SC, will provide assistance with master specifications at .69% (\$28,800.00) of the amended amount.

Blue Cypress Consulting, LLC, a Minority Business Enterprise of Decatur, GA, will provide review of existing data to evaluate the inspection/cleaning program for Sanitary Sewer Overflows (SSO) at 3.59% (\$150,934.00) of the amended amount.

Comprehensive Business Consultants, a Minority Business Enterprise (W) of Columbia, SC, will provide project management oversight services at 7.74% (\$324,994.00) of the amended amount.

DESA Inc., a Minority Business Enterprise (W) of Columbia, SC, will provide document controls support, public outreach assistance, and project management oversight services at 7.78% (\$326,872.00) of the amended amount.

ELL Enterprises, LLC, a Minority Business Enterprise (W) of Chapin, SC, will provide Computerized Maintenance Management System (CMMS) implementation and business analysis review services at 5.20% (\$218,400.00) of the amended amount.

17. Ordinance No.: 2021-079 Authorizing the City Manager to execute the First Extension Option of the Lease Renewal Agreement with Truist Bank f/k/a Branch Banking and Trust Company (BB&T) for use of 3905 Ensor Avenue (Lutheran Survey Building) - *First reading approval was given on October 5, 2021 – Approved on second reading.*
18. Ordinance No.: 2021-080 Authorizing the City of Columbia, South Carolina to Execute and Deliver an Equipment Lease Purchase Agreement in the Amount of Not Exceeding \$9,000,000 Between the City and the Lessor Thereof to Defray the Cost of Acquiring Certain Equipment; and Other Matters Relating Thereto - *First reading approval was given on October 5, 2021 – Approved on second reading.*



**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, OCTOBER 19, 2021**

ORDINANCES - FIRST READING

19. Ordinance No.: 2021-082 Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, to repeal and replace Chapter 11, Licenses, Permits and Miscellaneous Business Regulations, Article II. Business and Professional Licenses – *Approved on first reading.*

Upon a motion made by Mr. McDowell and seconded by Mr. Duvall, Council voted unanimously to give first reading approval to Ordinance No.: 2021-082 Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, to repeal and replace Chapter 11, Licenses, Permits and Miscellaneous Business Regulations, Article II. Business and Professional Licenses.

20. Ordinance No.: 2021-086 Authorizing the City Manager to execute a Sixteenth Amendment to Purchase Agreement between the City of Columbia and Bright-Meyers 2001 LLC for the sale of 5.97 +/-acres (Capital City Stadium), Richland County TMS #11204-02-02 – *Approved on first reading.*

Councilor Devine asked why there is another extension.

Ms. Missy Gentry, P.E., Assistant City Manager of Development said the developers have made a lot of progress on the site. They are working to secure the Corps 404 permit. Their investors need that permit in hand before they can complete the transaction.

Upon a motion made by Mr. Duvall and seconded by Ms. Devine, Council voted unanimously to give first reading approval to Ordinance No.: 2021-086 Authorizing the City Manager to execute a Sixteenth Amendment to Purchase Agreement between the City of Columbia and Bright-Meyers 2001 LLC for the sale of 5.97 +/-acres (Capital City Stadium), Richland County TMS #11204-02-02.

RESOLUTIONS

21. Resolution No.: R-2021-107 Adopting the By-Laws of the South Carolina Memorial Park Commission – *Approved*

Upon a motion made by Mr. Brennan and seconded by Mr. Duvall, Council voted unanimously to approve Resolution No.: R-2021-107 Adopting the By-Laws of the South Carolina Memorial Park Commission.



**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, OCTOBER 19, 2021**

Upon a single motion made by Ms. Devine and seconded by Mr. Rickenmann, Council voted unanimously to approve **Items 22** through **25**.

Councilor Rickenmann said we are not issuing the bonds; these are requirements as a formality provision for the Housing Authority.

22. Resolution No.: R-2021-108 A Resolution Approving the Issuance by the Housing Authority of the City of Columbia South Carolina of its Not to Exceed \$22,000,000 Multifamily Housing Revenue Notes (Haven at Palmer Pointe Project), 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 – *Approved*
23. Resolution No.: R-2021-109 Approving the Issuance by the Housing Authority of the City of Columbia, South Carolina of its Multifamily Housing Revenue Notes (The Oaks at St. Anna's Park - Oak Terrace) in the Maximum Principal Amount of \$12,000,000, 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 – *Approved*
24. Resolution No.: R-2021-110 Approving the Issuance by the Housing Authority of the City of Columbia, South Carolina of Multifamily Housing Revenue Notes (The Oaks at St. Anna's Park - Oak Park) in the Maximum Principal Amount of \$24,000,000, 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 – *Approved*
25. Resolution No.: R-2021-112 Approving the Issuance by the Housing Authority of the City of Columbia, South Carolina, of its Multifamily Housing Revenue Notes or Bonds (Colonel Bluffs Apartments) in the Maximum Principal Amount of \$26,100,000, 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 – *Approved*
26. Resolution No.: R-2021-113 Adopting the All Natural Hazards Risk Assessment and Mitigation Plan for the Central Midlands Region of South Carolina Update – *Approved*



COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, OCTOBER 19, 2021

Upon a motion made by Mr. Brennan and seconded by Mr. Duvall, Council voted unanimously to approve Resolution No.: R-2021-113 Adopting the All Natural Hazards Risk Assessment and Mitigation Plan for the Central Midlands Region of South Carolina Update.

EVENT RESOLUTION

27. Resolution No.: R-2021-105 CMA Gala Authorizing consumption of beer and wine only within Boyd Plaza adjacent to the Columbia Museum of Art for CMA Gala: Celebrating 30 Americans on Saturday, December 4, 2021 – *Approved*

Upon a motion made by Mr. McDowell and seconded by Mr. Duvall, Council voted unanimously to approve Resolution No.: R-2021-105 CMA Gala Authorizing consumption of beer and wine only within Boyd Plaza adjacent to the Columbia Museum of Art for CMA Gala: Celebrating 30 Americans on Saturday, December 4, 2021.

28. Resolution No.: R-2021-116 Authorizing consumption of beer and wine only within Boyd Plaza adjacent to the Columbia Museum of Art for Live on Boyd Plaza on Sunday, November 7, 2021 – *Approved*

Upon a motion made by Mr. Brennan and seconded by Mr. Duvall, Council voted unanimously to approve Resolution No.: R-2021-116 Authorizing consumption of beer and wine only within Boyd Plaza adjacent to the Columbia Museum of Art for Live on Boyd Plaza on Sunday, November 7, 2021.

APPOINTMENTS

29. Accommodations Tax Advisory Committee – *Deferred*
30. Citizens Advisory Committee for Community Development – *Approved*

Upon a motion made by Mr. McDowell and seconded by Mr. Rickenmann, Council voted unanimously to appoint Tiara Dungy to the Citizens Advisory Committee for Community Development for a term of four years.

31. Climate Protection Action Committee – *Approved*



COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, OCTOBER 19, 2021

Upon a motion made by Ms. Devine and seconded by Mr. Rickenmann, Council voted unanimously to appoint Mary Nesfield, Lisa Muzekari, and Daniel Apoldite as non-voting members to the Climate Protection Action Committee for a term of three years.

32. Richland County Board of Assessment Appeals – *Deferred*

CITY COUNCIL COMMITTEE REFERRALS / REPORTS

33. Council is asked to refer objections to the City Center Business Improvement District assessment to the Economic and Community Development Committee for the purpose of scheduling an appeal hearing, as requested by the Legal Department. – *Approved*

Upon a single motion made by Mr. Duvall and seconded by Mr. Rickenmann, Council voted unanimously to approve Item 33 and a referral to the Administrative Policy Committee to review Chapter 2 - Administration in its entirety, specifically Sec. 2-7. - Mayor Pro Tempore and Sec. 2-127. - Director of municipal court/administrative municipal court judge.

Councilor Duvall made a point of personal privilege to thank Attorney Patrick Wright for his years of service to the city. This is his last meeting. Patrick has accepted the position of Richland County Attorney beginning November 1st. I was very disappointed to see that he was leaving the city staff but I was delighted that we are sending a competent attorney over to Richland County. We look forward to working with him while he represents the county with the same vigor and integrity that he represented us with for a number of years. We wish you well.

Councilor McDowell said thank you very much for giving to us your time, talent, and service. We will miss you.

PUBLIC INPUT

Mr. Dan Labonte, Master Police Officer Columbia Police Department, said I am a 15-year employee. I am retired from the Navy after serving 20 years. First of all, I am going to say that I am not going to get the shot. I understand mandates are coming and I fear them as well as my fellow employees. A vaccine is something that makes you immune from getting a virus and this vaccine has been proven not do that. I refer to it as a shot and not as a vaccine. In addition to that, once you do get the COVID-19 vaccine you could still get COVID-19 and you can still transmit it. So I can't see me getting it and still having the same known side effects. Why would you even consider mandating a shot when it's been proven to be ineffective. In 2002-2003, China had an outbreak of SARS with a fatality rate of 9.6%. In 2012, Saudi Arabia had an outbreak of the Middle



COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, OCTOBER 19, 2021

East respiratory syndrome (MERS) with a fatality rate of 34.4%, yet no one mandated a vaccine. COVID-19 in comparison has a 0.1% fatality rate. The majority of these deaths happen within the 0.62% of the population that lives in nursing homes. There is a proper prophylactic regiment, which utilizes HCQ. HCQ has been used in many countries and has been proven to be effective in combating COVID. With utilizing HCQ as a preventative measure, you can go ahead and give every employee one pill a week and that is all it takes to help prevent them from getting COVID-19.

Mr. Anthony Mitnaul, Master Police Officer Columbia Police Department, said I appreciate everything that has been presented in order for us to keep our jobs and our careers. As far as the testing, I don't mind doing that. I will test every day if you guys need me to. I really don't want to put this vaccine in my body. According to the CDC website, as of October 6, 2021, 8,638 deaths have occurred from people taking the COVID-19 vaccination. In my opinion, that is 8,638 people too many dying from putting something that they thought was going to help them into their bodies. I have four kids, I take care of my little brother, and I have a grandkid already. I have been doing this job for ten years and I am 15 years away from retirement. It sounds like a long time from now but I am looking forward to making it there and taking care of my family instead of having to start over somewhere else. I am hoping for the best. I appreciate you hearing me.

EXECUTIVE SESSION

Upon a motion made by Mr. Duvall and seconded by Ms. Devine, Council voted unanimously to enter into Executive Session at 3:31 p.m. for the discussion of **Items 34** and **35**.

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

*COVID-19
SC Pride Festival Security
Legislative Priorities*

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

*Riverfront Park Naming Rights Agreement
Convention Center
Municipal Complex*



We Are Columbia

**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, OCTOBER 19, 2021**

ADJOURNMENT

The meeting was adjourned at 5:35 p.m.

Respectfully submitted:

Erika D. Moore Hammond, CMC
City Clerk

RESOLUTION NO.: R-2021-118*Approving the Honorary Naming of the Hyatt Park Pavilion Park, 950 Jackson Avenue
"Mary G. Thurman Pavilion"*

WHEREAS, Mary G. Thurman was born and raised in Pelzer South Carolina, she was a graduate of Woodmont High School in Piedmont South Carolina where she was a stellar athlete in both basketball and volleyball. She received an athletic scholarship and graduated from South Carolina State University with a degree in Physical Education. She was also, a gifted musician and singer as she performed as a pianist and organist for her church; and,

WHEREAS, Mary G. Thurman was formally employed by Hope WorldWide for 20 years as the Executive Director and she continued her service with Hope WorldWide as a volunteer serving as South Carolina Chapter Representative since 2016; and,

WHEREAS, Mary G. Thurman joined City of Columbia Parks and Recreation Department in 2013 as a Recreation Coordinator and brought dozens of programs to Hyatt Park's Leroy Moss Community Center. Her mission was to get the community involved and she was able to achieve her goal with many programs and touched the lives of countless children, seniors and families and was instrumental in providing outstanding services of the Hyatt Park Keenan Terrace Neighborhood and,

WHEREAS, Mary G. Thurman brought forth many programs that benefited her community such as the Thanksgiving Food Drive, Christmas Toy Drive, Saturday Academy, Cooking Matter, Shoes Giveaway and VITA Tax Service just to name a few; with her most endearing programs close to her heart was her partnership with the education Outreach program and Midlands Youth Capture the Colorful Cosmos (YCCC); NOW, THEREFORE,

BE IT RESOLVED this 9th day of November, 2021, that the Mayor and City Council of the City of Columbia hereby approve the honorary naming of the Hyatt Park Pavilion Park, located at 951 Jackson Avenue "Mary G. Thurman Pavilion." The design and color of the honorary signs shall be subject to the approval of the Director of Public Works.

Requested by:

Councilmember Sam Davis

Approved by:

City Manager

Approved as to form:


Deputy City Attorney

Introduced:
Final Reading:

Mayor

ATTEST:

City Clerk

LEGAL DEPARTMENT DRAFT

APPLICATION

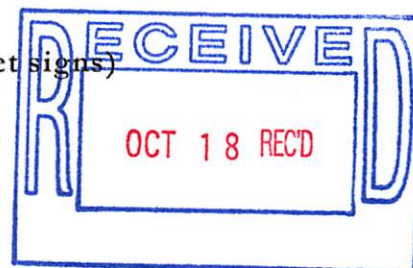


HONORARY STREET/FACILITY AND SITE NAMING

Please see submission checklist for materials necessary for application
SUBMISSION MATERIALS MUST ACCOMPANY APPLICATION
 Application form and materials are **DUE AT 4:00 p.m.** thirty (30) days prior to ceremony.

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

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



Randy Davis on behalf of Ty Zeigler, President, Hyatt Park Neighborhood Assoc.
 Applicant Signature* E-mail Address
Ty Zeigler hpk.t.president@gmail.com
 Print Name Mailing Address
403-587-3527 10/18/21
 Phone Number Date

Check and initial acknowledging application requirements.

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

APPLICATION



HONORARY STREET/FACILITY AND SITE NAMING

1. Name of individual or organization to be honored:

Mary G. Thurman

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

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

Pavilion (new) located at Hyatt Park; 950 Jackson Ave.

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

4. Location, date and time of unveiling ceremony:

Hyatt Park grounds Nov. 30th 3pm

5. Council Member Sponsor:

Name: Sam Davis

FOR STAFF USE:

Council Member Sponsor: ☒ Approved ☐ Rejected

Public Works: ☐ Approved ☐ Rejected

Review Type: ☐ Staff ☐ Council _____ Council Date

Mary Grace Thurman was born on April 30th 1956 to the late J.T. Thurman and Eliza Mae Brown Thurman in Pelzer, South Carolina. She was a graduate of Woodmont High School in Piedmont, South Carolina where she was a stellar athlete in both basketball and volleyball. On the basketball court she scored 43 points in a single game and received "All Conference" honors. Her prowess and tenacity on the basketball court also earned her an athletic scholarship to college. She graduated from South Carolina State University with a degree in Physical Education. She was also a gifted musician and singer as she performed as a pianist and organist for her church. She was an avid University of South Carolina Gamecock Fan and a season ticket holder for the Lady Gamecocks Basketball Program. She was formerly employed by Hope WorldWide for 20 years as the Executive Director and she continued her service with Hope Worldwide as a volunteer serving as the South Carolina Chapter Representative since 2016.

Mary joined the City of Columbia Parks and Recreation Department in 2013 as a Recreation Coordinator. During her tenure, Mary brought dozens of programs to Hyatt Park's Leroy Moss Community Center and has been quoted to say "I'm here for the betterment of the people." Mary's mission was to get the community involved and she was able to achieve her goal with the many programs she started at Hyatt Park by cultivating what she called an environment of exposure to both new activities and new ideas.

Ms. Thurman was honest, compassionate and worked diligently to promote the Hyatt Park community. She often would say her spiritual relationship with God allowed her to serve in the capacity of the people. Ms. Mary cultivated change and brought forth many programs that benefited her community such as the Thanksgiving Food Drive, Christmas Toy Drive, Saturday Academy, Cooking Matters, Shoe Giveaway, and VITA Tax Service just to name a few. However, one of the most endearing programs close to her heart was her partnership with the Education Outreach program and Midlands Youth Capture the Colorful Cosmos (YCCC). This program partnered with the South Carolina State Museum and Harvard University Smithsonian Center for Astrophysics. She was able to host students at Hyatt Park Community Center throughout the Midlands area. Thanks to Mary, the students were engaged throughout the program in which they were able to access five remote telescopes via the internet in Arizona and Massachusetts owned by Harvard University and the Smithsonian Institute. During the program, one student was able to visit Washington D.C to explore the United States National Air and Space Museum.

Ms. Mary was a true pillar and inspiration in the community. She believed in exposing her community to new things and helping people to rise above and beyond their talents. She worked diligently until her last day by staying active within her community and never once did she let the current pandemic place a single roadblock in her way. She had a never-quit attitude and always strived to make her community a better place for everyone. Ms. Mary was a true trailblazer while serving with the City of Columbia Parks and Recreation Department. She wanted to make the world a better place, and she succeeded in accomplishing that goal, as her legacy will live on in our lives and in our hearts forever.



Hyatt Park Keenan Terrace

October 13, 2021

To: Columbia City Council
Cc: Director Randy Davis
From: Ty Zeigler, President, Hyatt Park Keenan Terrace Neighborhood Association

Re: Mary Thurman Pavilion

Columbia City Council,

I am writing on behalf of the Hyatt Park Keenan Terrace Neighborhood Association in support of naming the new Hyatt Park Pavilion in honor of former Hyatt Park Director, Mary Thurman. Mary was a giant in our community. Mary touched the lives of countless children, seniors, and families in North Columbia and was instrumental in providing outstanding services in our city park. Mary went above and beyond her city duties to provide a safe and enriching environment for us and we will be eternally grateful for her love, enthusiasm, and leadership.

The City's efforts to renovate Hyatt Park will provide dividends for a generation, and we look forward to having a new focal point for recreation and fellowship in the community. We believe that naming the new Pavilion in Mary's honor is a fitting tribute to Mary's leadership and dedication to our community.

Please let us know if we can be of any assistance in the City's effort to honor Mary Thurman. Thank you for the City's investment in our community and thank you for your attention to this matter.

Respectfully,

/s/Ty Zeigler

Ty Zeigler, President

Hyatt Park Keenan Terrace Neighborhood Association

803-587-3527

hpkt.president@gmail.com

Lyman Munson

Mayor Steve Benjamin
 Councilman Sam Davis
 Councilwoman Tameika Isaac Devine
 Councilman Howard E. Duvall, Jr.
 Councilman Edward H. McDowell, Jr.
 Councilman Daniel J. Rickenmann
 Councilman Will Brennan

October 12, 2021

Re: Mary G. Thurmond recognition

Dear Mr. Mayor and Council members,

As longtime residents of Hyatt Park, I along with my wife Jocelyn and our son Sammy have been regular attendees of the monthly *Hyatt Park—Keenan Terrace Neighborhood Association* meetings. We've enjoyed participating in our neighborhood gatherings and having a chance to build community by knowing our neighbors and those people who come on a regular basis to speak to our neighborhood association.

One of the people we could count on seeing every month was Mary Thurmond, late director of what we call the Hyatt Park gym. We could always depend on Mary to give us the latest updates regarding the past month's activities with various community groups that the Hyatt Park facility serves. Amongst her favorite groups to report on were, as Mary referred to them, "my seniors." Mary loved the interaction with her friends and clients — she loved describing the activities that people participated in and that she was instrumental in planning. Whether it was a bus trip, a luncheon or a speaker, Mary had an active schedule for our older neighbors.

Mary was a person who also worked hard to keep young people engaged and involved. Our neighborhood has a lot of kids who need a safe place to go after school, and Mary's leadership in having an active after-school care program at Hyatt Park has made a great difference to a lot of families in our community.

We were saddened when we learned of Mary's passing. She was truly one of the good people that I and my family have had the honor to know. As a fitting way to memorialize her spirit and her love of her fellow human beings, we are enthusiastically supporting the idea that the new Hyatt Park performance stage be named for Mary Grace Thurmond. Hyatt Park is becoming a beautiful place; the spring-fed stream has been uncovered and already has blooming flowers along the waterway. My family walked on the new pathway towards the stage the other day and Mary was on our minds as we remarked how much she would have enjoyed planning events which would bring all of us together in our goal of one community. We think Ms. Thurmond's name on the new pavilion will be a fitting tribute to a woman who gave so much of herself to this park and the people who enjoy it.

Sincerely,



Lyman, Jocelyn & Sammy Munson

311 Westwood Ave.
Columbia, SC 29203
October 12, 2021

City Council
City of Columbia, SC

Dear City Council Members,

I am writing in support of the proposal to name the pavilion at the newly refurbished Hyatt Park in honor of Ms. Mary Thurman. Ms. Thurman, who passed away much too soon, was an outstanding member of our community as well as a dedicated employee of the City of Columbia Parks and Recreation Department. As Director of the Hyatt Park Leroy Moss Recreation Center, she worked tirelessly to serve the entire neighborhood and beyond. She regularly attended the meetings of the Hyatt Park/Keenan Terrace Neighborhood Association, where she gave detailed reports on the activities taking place at the Center for "her" seniors and young people.

I got to know Mary Thurman well when I was working on the Hyatt Park Pollinator Garden and attempting to involve some neighborhood children. Ms. Thurman helped me organize an afterschool program for the pollinator crew and supported the project in every way. She and her staff were always welcoming and encouraging – and they provided snacks! The drawings the children made are now incorporated into the interpretive signs in the Pollinator Garden.

I can state with absolute confidence that everyone in the neighborhood association misses Ms. Thurman's lovely, warm presence at our meetings. We were heartbroken to know of her passing last February. We have been trying to think of ways to commemorate her, so I am thrilled that the Parks Department is proposing this memorial. It makes me happy to think that when people gather at the new pavilion they will see her name there. Those of us who knew her will appreciate that she is there in spirit.

With all best wishes,



Betsy Newman



City of Columbia
A Proclamation

WHEREAS, in 1872, J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees; and

WHEREAS, this holiday, called Arbor Day, was first observed with the planting of more than one million trees in Nebraska; and

WHEREAS, Arbor Day is now observed throughout the world; and

WHEREAS, trees are a renewable source, giving us paper, wood for our homes, fuel for our fires and beauty wherever they exist; and

WHEREAS, trees can reduce the erosion of our precious topsoil by wind and water, cut heating and cooling costs, moderate the temperature, clean the air, produce life-giving oxygen and provide habitat for wildlife; and

WHEREAS, wherever they are planted, trees are a source of joy and spiritual renewal.

NOW, THEREFORE, I, Stephen K. Benjamin, Mayor of Columbia, South Carolina, along with my fellow members of Columbia City Council, do hereby proclaim December 3, 2021 to be

Arbor Day

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 McDowell, Jr.
District II, Council Member

Daniel J. Rickenmann
District IV, Council Member

Will Brennan
District III, Council Member



**GENERAL SERVICES ADMINISTRATION
Federal Supply Service
Authorized Federal Supply Schedule Price List**

Multiple Award Schedule

Information Technology Category

FSC Class: 7030 – Information Technology Software

Large Scale Computers- Application Software

Contract number **47QTCA19D00JQ**

Contract period. **09/09/2019 – 09/08/2024**

Effective: **08/31/2020** Mod: **PS-0016**

JusticeTrax Inc.

1 West Main St

Mesa, AZ 85201

Toll free: 1 800-288-5467

Contract Administrator: David Epstein

Direct Phone: 480-222-8919

Fax: 480-222-8999

<https://justicetrax.com>

sales@justicetrax.com

Business size: Small

On-line access to contract ordering information, terms and conditions, up-to-date pricing, and the option to create an electronic delivery order are available through GSA Advantage!, a menu-driven database system. The INTERNET address GSA Advantage! is: GSAAAdvantage.gov

For more information on ordering from Federal Supply Schedules click on the FSS Schedules button at fss.gsa.gov



Table of Contents

Customer Information.....	3
GSA Net Awarded Pricing, Inclusive of IFF	5
Terms And Conditions Applicable To Perpetual Software Licenses (Special Item Number 511210) And Maintenance (Special Item Number 54151) Of General Purpose Commercial Information Technology Software	6
USA Commitment To Promote Small Business Participation Procurement Programs	9
BLANKET PURCHASE AGREEMENT FEDERAL SUPPLY SCHEDULE	10
Contractor Team Arrangements.....	11
JusticeTrax LIMS-plus® Software License Agreement for GSA.....	11
JusticeTrax LIMS-plus® Software Maintenance Agreement for GSA	11



Customer Information

1a. Awarded Special Item Numbers (SINs)

SIN	Description
511210	Software Licenses
54151	Software Maintenance Services
OLM	Order Level Materials

1b. Lowest Priced Model Number and Unit Price-

SIN	Product	Users	GSA price Incl. IFF
511210	Consumables Inventory Management System (CIMS) per 81+ licenses	81+ users	\$286.40 per license
54151	Consumables Inventory Management System (CIMS) Annual Maintenance per 81+ licenses	81+ users	\$51.55 per license

Details on page 5

1c. Hourly Rates – N/A

2. Maximum order - \$500,000 for both SINs

3. Minimum order - \$100.00

4. Geographic coverage (delivery area) – CONUS, DC, AK, HI, PR

5. Point(s) of production (city, county, and State or foreign country) – Same as company address

6. All prices listed herein are net GSA discounted rates, inclusive of IFF

7. Quantity discounts – See page 5 pricing per user count

8. Prompt payment terms – Net 30 days

***Information for Ordering Offices: Prompt payment terms cannot be negotiated out of the contractual agreement in exchange for other concessions**

9a. YES, Government Purchase Cards are accepted below the micro-purchase threshold.

9b. YES, Government Purchase Cards are accepted above the micro-purchase threshold.

10. Foreign items (list items by country of origin) - None

11a. Time of delivery – Specified on Task Order

11b. Expedited Delivery – Contact contractor

11c. Overnight and 2-day delivery – Contact contractor

11d. Urgent Requirements - Agencies are advised to contact the contractor for Urgent delivery requirements.

12. F.O.B. point(s) - Destination

13a. Ordering address(es) – Same as company address

13b. Ordering procedures - For supplies and services, the ordering procedures, information on Blanket Purchase Agreements (BPA's) are found in Federal Acquisition Regulation (FAR) 8.405-3.

14. Payment address(es) – Same as company address

15. Warranty provision – Contractor's standard commercial warranty

16. Export packing charges, if applicable – N/A

17. YES, Government Purchase Cards are accepted above the micro-purchase threshold.

18. Terms and conditions of rental, maintenance, and repair (if applicable) – See Page 6 – Terms and Conditions Applicable to Perpetual Software Licenses and Maintenance of General Purpose Commercial Information Technology Software

19. Terms and conditions of installation (if applicable) – N/A

20. Terms and conditions of repair parts indicating date of parts price lists and any discounts from list prices (if applicable) – N/A

20a. Terms and conditions for any other services (if applicable) – N/A

21. List of service and distribution points (if applicable) – N/A

22. List of participating dealers (if applicable) – N/A

23. Preventive maintenance (if applicable) – N/A

24a. Special attributes such as environmental attributes (e.g., recycled content, energy efficiency, and/or reduced pollutants) – N/A

24b. If applicable, indicate that Section 508 compliance information is available on Electronic and Information Technology (EIT) supplies and services and show where full details can be found (e.g. contractor's website or other location.) The EIT standards can be found at:
<https://www.section508.gov/>

25. Data Universal Number System (DUNS) number - 012023730

26. Registration in System for Award management (SAM) database is current and expires 03/09/2021

**GSA Net Awarded Pricing, Inclusive of IFF**

SIN	Item	Users	GSA Price Incl. IFF
511210	JusticeTrax LIMS-plus® Perpetual Software Licenses	1 – 20 users (per license)	\$4,295.97
511210	JusticeTrax LIMS-plus® Perpetual Software Licenses	21 – 40 users (per license)	\$3,818.64
511210	JusticeTrax LIMS-plus® Perpetual Software Licenses	41 – 80 users (per license)	\$3,341.31
511210	JusticeTrax LIMS-plus® Perpetual Software Licenses	81 + users (per license)	\$2,863.98
511210	JusticeTrax LIMS-plus® Perpetual Software Licenses	Site License up to 500 users	\$715,994.96
511210	Consumables Inventory Management System (CIMS)	5-20 users (per license)	\$429.60
511210	Consumables Inventory Management System (CIMS)	21-40 users (per license)	\$381.86
511210	Consumables Inventory Management System (CIMS)	41-80 users (per license)	\$334.13
511210	Consumables Inventory Management System (CIMS)	81+ users (per license)	\$286.40
511210	CIMS Site Licensing	Up to 500 users (per license)	\$71,599.50
511210	LIMS-plus DNA	3-10 users (per license)	\$3,341.31
511210	LIMS-plus DNA	11-20 users (per license)	\$3,054.91
511210	LIMS-plus DNA	20+ users (per license)	\$2,768.51
The license agreement has been negotiated and approved by the Contract Officer and GSA legal in Fort Worth, TX.			
54151	JusticeTrax LIMS-plus® Annual Software Maintenance	1 – 20 users (per license)	\$773.28
54151	JusticeTrax LIMS-plus® Annual Software Maintenance	21 – 40 users (per license)	\$687.36
54151	JusticeTrax LIMS-plus® Annual Software Maintenance	41 – 80 users (per license)	\$601.44
54151	JusticeTrax LIMS-plus® Annual Software Maintenance	81 + users (per license)	\$515.52
54151	JusticeTrax LIMS-plus® Annual Software Maintenance	Site License up to 500 users	\$128,879.09
54151	Consumables Inventory Management System (CIMS) Annual Maintenance	5-20 users (per license)	\$77.33
54151	Consumables Inventory Management System (CIMS) Annual Maintenance	21-40 users (per license)	\$68.74
54151	Consumables Inventory Management System (CIMS) Annual Maintenance	41-80 users (per license)	\$60.14
54151	Consumables Inventory Management System (CIMS) Annual Maintenance	81+ users (per license)	\$51.55
54151	CIMS Site Licensing Annual Maintenance	Up to 500 users (per license)	\$12,887.91
54151	LIMS-plus DNA Annual Maintenance	3-10 users (per license)	\$601.44
54151	LIMS-plus DNA Annual Maintenance	11-20 users (per license)	\$549.88
54151	LIMS-plus DNA Annual Maintenance	20+ users (per license)	\$498.33
The maintenance agreement has been negotiated and approved by the Contract Officer and GSA legal in Fort Worth, TX.			

**Terms And Conditions Applicable To
Perpetual Software Licenses (Special Item Number 511210) And Maintenance (Special Item Number
54151) Of General Purpose Commercial Information Technology Software**

I. INSPECTION/ACCEPTANCE

The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any software that has been tendered for acceptance. The Government may require repair or replacement of nonconforming software at no Increase in contract price. The Government must exercise its post acceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the software, unless the change is due to the defect in the software.

2. GUARANTEE/WARRANTY

a. Unless specified otherwise in this contract, the Contractor's standard commercial guarantee/warranty as stated in the contract's commercial pricelist will apply to this contract.

b. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

c. Limitation of Liability. Except as otherwise provided by an express or implied warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items. This clause shall not impair the U.S. Government's right to recover for fraud or crimes arising out of or related to this Contract under any federal fraud statute, including the False Claims Act, 31 U.S.C. 3729-3733. Furthermore, this clause shall not impair nor prejudice the U.S. Government's right to express remedies provided in the GSA Schedule contract (e.g., clause 552.238-75 – Price Reductions, clause 52.212-4(h) – Patent Indemnification, and GSAR 552.215-72 – Price Adjustment – Failure to Provide Accurate Information).

3. TECHNICAL SERVICES

The Contractor, without additional charge to the Government, shall provide a hot line technical support number **1-800-288-5467** for the purpose of providing user assistance and guidance in the implementation of the software. The technical support number is available from **8 am to 5 pm Arizona-MST on standard business days, unless other provisions are contracted.**

4. SOFTWARE MAINTENANCE

a. Software maintenance service shall Include the following:

Software maintenance Includes toll-free technical support and all patches, bug fixes, upgrades and full revisions of the software. Additionally, access is granted to all on-line support features.

b. Invoices for maintenance service shall be submitted by the Contractor on a quarterly or monthly basis, after the completion of such period. Maintenance charges must be paid in arrears (31 U.S.C. 3324). **PROMPT PAYMENT DISCOUNT, IF APPLICABLE, SHALL BE SHOWN ON THE INVOICE.**

5. MAINTENANCE (54151)

- a. The Contractor shall honor orders for periods for the duration of the contract period or a lesser period of time.
- b. Maintenance may be discontinued by the Government on thirty (30) calendar days written notice to the Contractor.
- c. **Annual Funding.** When annually appropriated funds are cited on an order for term licenses and/or maintenance, the period of the term licenses and/or maintenance shall automatically expire on September 30 of the contract period, or at the end of the contract period, whichever occurs first. Renewal of the term licenses and/or maintenance orders citing the new appropriation shall be required, if the term licenses and/or maintenance is to be continued during any remainder of the contract period.
- d. **Cross-Year Funding Within Contract Period.** Where an ordering office's specific appropriation authority provides for funds in excess of a 12 month (fiscal year) period, the ordering office may place an order under this schedule contract for a period up to the expiration of the contract period, notwithstanding the intervening fiscal years.
- e. Ordering offices should notify the Contractor in writing thirty (30) calendar days prior to the expiration of an order, if the term licenses and/or maintenance is to be terminated at that time. Orders for the continuation of term licenses and/or maintenance will be required if the term licenses and/or maintenance is to be continued during the subsequent period.

6. UTILIZATION LIMITATIONS - (511210 AND 54151)

- a. Software acquisition is limited to commercial computer software defined in FAR Part 2.101.
- b. When acquired by the Government, commercial computer software and related documentation so legend shall be subject to the following:
 - (1) Title to and ownership of the software and documentation shall remain with the Contractor, unless otherwise specified.
 - (2) Software licenses are by site and by agency. An agency is defined as a cabinet level or independent agency. The software may be used by any subdivision of the agency (service, bureau, division, command, etc.) that has access to the site the software is placed at, even if the subdivision did not participate in the acquisition of the software. Further, the software may be used on a sharing basis where multiple agencies have joint projects that can be satisfied by the use of the software placed at one agency's site. This would allow other agencies access to one agency's database. For Government public domain databases, user agencies and third parties may use the computer program to enter, retrieve, analyze and present data. The user agency will take appropriate action by instruction, agreement, or otherwise, to protect the Contractor's proprietary property with any third parties that are permitted access to the computer programs and documentation in connection with the user agency's permitted use of the computer programs and documentation. For purposes of this section, all such permitted third parties shall be deemed agents of the user agency.
 - (3) Except as is provided in paragraph 8.b(2) above, the Government shall not provide or otherwise make available the software or documentation, or any portion thereof, in any form, to any third party without the prior written approval of the Contractor. Third parties do not include prime Contractors, subcontractors and agents of the government who have the Government's permission to use the licensed software and documentation at the facility, and who have agreed to use the licensed software and documentation only in accordance with these restrictions. This provision does not limit the right of the Government to use software, documentation, or information therein, which the Government may already have or obtains without restrictions.

(4) The Government shall have the right to use the computer software and documentation with the computer for which it is acquired at any other facility to which that computer may be transferred, or in cases of disaster recovery, the Government has the right to transfer the software to another site if the Government site for which it is acquired is deemed to be unsafe for Government personnel; to use the computer software and documentation with a backup computer when the primary computer is inoperative; to copy computer programs for safekeeping (archives) or backup purposes; to transfer a copy of the software to another site for purposes of benchmarking new hardware and/or software; and to modify the software and documentation or combine it with other software, provided that the unmodified portions shall remain subject to these restrictions.

(5) "Commercial Computer Software" may be marked with the Contractor's standard commercial restricted rights legend, but the schedule contract and schedule pricelist, Including this clause, "Utilization Limitations" are the only governing terms and conditions, and shall take precedence and supersede any different or additional terms and conditions Included in the standard commercial legend.

7. SOFTWARE CONVERSIONS - (511210)

Full monetary credit will be allowed to the Government when conversion from one version of the software to another is made as the result of a change in operating system, or from one computer system to another. Under a perpetual license (132-33), the purchase price of the new software shall be reduced by the amount that was paid to purchase the earlier version.

8. DESCRIPTIONS AND EQUIPMENT COMPATIBILITY

The Contractor shall include, in the schedule pricelist, a complete description of each software product and a list of equipment on which the software can be used. Also, Included shall be a brief, introductory explanation of the modules and documentation which are offered.

9. RIGHT-TO-COPY PRICING

JusticeTrax Inc. does not offer discounted pricing for right-to-copy licenses.



USA Commitment To Promote Small Business Participation Procurement Programs

PREAMBLE

JusticeTrax Inc. provides commercial products and services to the Federal Government. We are committed to promoting participation of small, small disadvantaged and women-owned small businesses in our contracts. We pledge to provide opportunities to the small business community through reselling opportunities, mentor-protégé programs, joint ventures, teaming arrangements, and subcontracting.

COMMITMENT

To actively seek and partner with small businesses.

To identify, qualify, mentor and develop small, small disadvantaged and women-owned small businesses by purchasing from these businesses whenever practical.

To develop and promote company policy initiatives that demonstrate our support for awarding contracts and subcontracts to small business concerns.

To undertake significant efforts to determine the potential of small, small disadvantaged and women-owned small business to supply products and services to our company.

To insure procurement opportunities are designed to permit the maximum possible participation of small, small disadvantaged, and women-owned small businesses.

To attend business opportunity workshops, minority business enterprise seminars, trade fairs, procurement conferences, etc., to identify and Increase small businesses with whom to partner.

To publicize in our marketing publications our interest in meeting small businesses that may be interested in subcontracting opportunities.

We signify our commitment to work in partnership with small, small disadvantaged and women-owned small businesses to promote and Increase their participation in Federal Government contracts. To accelerate potential opportunities please contact

JusticeTrax Inc.

Mike Sale – Vice President

1 West Main Street

Mesa, AZ 85201

480-222-8900



BEST VALUE

BLANKET PURCHASE AGREEMENT FEDERAL SUPPLY SCHEDULE

(Insert Customer Name)

In the spirit of the Federal Acquisition Streamlining Act (Agency) and JusticeTrax Inc. enter into a cooperative agreement to further reduce the administrative costs of acquiring commercial items from the General Services Administration (GSA) Federal Supply Schedule Contract(s)_____.

Federal Supply Schedule contract BPAs eliminate contracting and open market costs such as: search for sources; the development of technical documents, solicitations and the evaluation of offers. Teaming Arrangements are permitted with Federal Supply Schedule Contractors in accordance with Federal Acquisition Regulation (FAR) 9.6.

This BPA will further decrease costs, reduce paperwork, and save time by eliminating the need for repetitive, individual purchases from the schedule contract. The end result is to create a purchasing mechanism for the Government that works better and costs less.

Signatures

Agency Date

Contractor Date



BPA NUMBER _____

(CUSTOMER NAME)

BLANKET PURCHASE AGREEMENT

Pursuant to GSA Federal Supply Schedule Contract Number(s) _____, Blanket Purchase Agreements, the Contractor agrees to the following terms of a Blanket Purchase Agreement (BPA) EXCLUSIVELY WITH (Ordering Agency):

- (1) The following contract items can be ordered under this BPA. All orders placed against this BPA are subject to the terms and conditions of the contract, except as noted below:

MODEL NUMBER/PART NUMBER

*SPECIAL BPA DISCOUNT/PRICE

- (2) Delivery:

DESTINATION

DELIVERY SCHEDULES / DATES

- (3) The Government estimates, but does not guarantee, that the volume of purchases through this agreement will be _____.

- (4) This BPA does not obligate any funds.

- (5) This BPA expires on _____ or at the end of the contract period, whichever is earlier.

- (6) The following office(s) is hereby authorized to place orders under this BPA:

OFFICE

POINT OF CONTACT

- (7) Orders will be placed against this BPA via Electronic Data Interchange (EDI), FAX, or paper.

- (8) Unless otherwise agreed to, all deliveries under this BPA must be accompanied by delivery tickets or sales slips that must contain the following information as a minimum:

(a) Name of Contractor;

(b) Contract Number;

(c) BPA Number;

(d) Model Number or National Stock Number (NSN);

(e) Purchase Order Number;

(f) Date of Purchase;

(g) Quantity, Unit Price, and Extension of Each Item (unit prices and extensions need not be shown when Incompatible with the use of automated systems; provided, that the invoice is itemized to show the

information); and

- (h) Date of Shipment.
- (9) The requirements of a proper invoice are specified in the Federal Supply Schedule contract. Invoices will be submitted to the address specified within the purchase order transmission issued against this BPA.
- (10) The terms and conditions Included in this BPA apply to all purchases made pursuant to it. In the event of an Inconsistency between the provisions of this BPA and the Contractor's invoice, the provisions of this BPA will take precedence.

Contractor Team Arrangements

Federal Supply Schedule Contractors may use “Contractor Team Arrangements” (see FAR 9.6) to provide solutions when responding to a customer agency requirements.

These Team Arrangements can be Included under a Blanket Purchase Agreement (BPA). BPAs are permitted under all Federal Supply Schedule contracts.

Orders under a Team Arrangement are subject to terms and conditions of the Federal Supply Schedule Contract. Participation in a Team Arrangement is limited to Federal Supply Schedule Contractors.

Customers should refer to FAR 9.6 for specific details on Team Arrangements.

Here is a general outline on how it works:

- The customer identifies their requirements.
- Federal Supply Schedule Contractors may individually meet the customers needs, or -
- Federal Supply Schedule Contractors may individually submit a Schedules “Team Solution” to meet the customer’s requirement.

Customers make a best value selection.



JusticeTrax LIMS-plus® Software License Agreement for GSA

This Agreement, effective xxxxxxxxxxxx XX, 20XX, is by and between JusticeTrax Inc., having a place of business at 1 West Main Street, Mesa, Arizona 85201 (hereinafter "JUSTICETRAX") and the Ordering Activity (defined as an entity entitled to order under GSA Schedule contracts as defined in GSA Order ADM 4800.2I, as may be revised from time to time)) (hereinafter "Licensee").

A. Definitions

1. The term "Licensed Software" means the version of JusticeTrax® LIMS-plus® (object code only) identified in Appendix A and licensed hereunder, including any updates thereto made available to Licensee under an associated Maintenance Agreement, any and all additions, enhancements, and modifications thereto and any and all custom software developed for use in connection with any of the foregoing pursuant to this Agreement.
2. The term "Licensed Documentation" means the version of JusticeTrax® LIMS-plus® documentation identified in Appendix A and licensed hereunder, including any updates thereto made available to Licensee under an associated Maintenance Agreement, and any copy or duplicate of any such documentation.
3. The term "Licensed Machine" means the servers listed in Appendix A, by serial number and site, on which Licensee shall have the right to use the Licensed Software, and the number of user licenses set forth in Appendix A, as updated from time to time pursuant to Section E(1).
4. The term FAR means Federal Acquisition Regulation.

B. Licensed Software

Upon and subject to the terms and conditions of this Agreement, JUSTICETRAX hereby grants to Licensee a perpetual, nonexclusive, nontransferable license to use one copy of the Licensed Software on the number of servers set forth in Appendix A. Licensee may use the Licensed Software for internal purposes only and may not sublicense, or otherwise transfer it to others or permit others to access it or use it. Licensee further agrees that it will not reverse engineer, decompile or otherwise attempt to discern the source code for the Licensed Software. Licensee may not modify the Licensed Software. No other, further or different license rights are granted for the Licensed Software, except as expressly set forth in this Agreement.

C. Licensed Documentation

JUSTICETRAX hereby grants to Licensee a nonexclusive, nontransferable license to use the Licensed Documentation with the Licensed Software. No other, further or different license rights are granted for the Licensed Documentation, except as expressly set forth in this Agreement.

D. Copies

Licensee may make a reasonable number of copies of the Licensed Software for each Licensed Machine for back-up and archival purposes. The Licensed Documentation may be copied by Licensee for its sole use at the site(s) identified in Appendix A. Licensee agrees that the Licensed Software and Licensed Documentation, and all copies thereof shall remain the sole property of JUSTICETRAX. Licensee shall include on all copies of the Licensed Software and Licensed Documentation the proprietary legend and copyright notice that appears on the Licensed Software and Licensed Documentation, respectively.

**E. Fees**

1. Licensee agrees to pay to JUSTICETRAX the license fees and service charges (collectively, the "Fees") specified in the GSA schedule contract in consideration of the agreement of JUSTICETRAX to grant the license and provide the services specifically described herein. The license fee is a per named user fee and Licensee agrees to notify JUSTICETRAX immediately when there is an increase in the number of named users which have access to the Licensed Software so the proper Fees may be charged. JUSTICETRAX shall have the right to audit the number of named users that have access to the Licensed Software, unless there are security restrictions and Licensee agrees to cooperate fully with JUSTICETRAX in any such audit and, if any such audit reveals named users that should have been added to Appendix A, to pay the requisite undisputed Fees for such named users. JUSTICETRAX shall only conduct an audit upon reasonable notice to the client, consistent with all security measures of client, and at JUSTICETRAX's expense.
2. If the Customer request services beyond the scope of this agreement, a change order must be executed in writing by both parties and the schedule contract and FAR would govern the procedure.
3. For who pays all applicable Federal, state, and local taxes and duties is governed by the FAR.
4. Payment terms are governed by the schedule contract in accordance with the Prompt Payment Act.
5. Interests will be paid in accordance with the Prompt Payment Act at the rate set by the U.S. Treasury for any payments due JUSTICETRAX hereunder which are not paid when due.

F. Protection of JUSTICETRAX' Proprietary Rights

1. Licensee acknowledges that the Licensed Software and Licensed Documentation have been, and will continue to be, developed by JUSTICETRAX at great expense to it, and that such are proprietary to and the confidential property of JUSTICETRAX. Licensee agrees that it has no ownership rights to the Licensed Software and Licensed Documentation, and that the only rights it has regarding such products are the limited rights of use granted hereunder.
2. Licensee agrees to keep the Licensed Software and Licensed Documentation confidential, and not disclose them or otherwise make them available in any form, in whole or in part, to any person other than those employees of Licensee who have a need to know such information, and are obligated to Licensee to keep it confidential.
3. Licensee shall notify JUSTICETRAX immediately of the possession or use of the Licensed Software or Licensed Documentation by any person or entity not authorized by this Agreement to have such possession, use or knowledge and shall assist JUSTICETRAX and cooperate as necessary to stop and prevent the recurrence of such possession, use or knowledge.
4. Licensee acknowledges that the performance of this Agreement may result in the development of new concepts, methods, techniques, know-how, processes and/or adaptations which become part of or in any manner whatsoever relate to the Licensed Software or Licensed Documentation shall be and remain the exclusive property of JUSTICETRAX and are hereby assigned by Licensee to JUSTICETRAX and Licensee shall assist JUSTICETRAX, at JUSTICETRAX' expense, in obtaining evidence of title and ownership therein.

G. Installation and Acceptance

1. JUSTICETRAX shall deliver the Licensed Software (object code only) and Licensed Documentation at the time JUSTICETRAX installs the Licensed Software on the Licensed Machines.

2. Licensee shall have deemed to have accepted the Licensed Software at such time as installation has been completed at Licensee's location, unless such Licensed Software materially fails to conform to the Licensed Documentation; and Licensee provides JUSTICETRAX with notice of and states the manner in which such Licensed Software fails to conform to the Licensed Documentation.

H. Limited Warranty

1. JUSTICETRAX warrants that the Licensed Software will operate in substantial conformance with the Licensed Documentation under normal use for a period of ninety (90) days from the date of acceptance of the Licensed Software by Licensee pursuant to Section G(2).

2. JUSTICETRAX shall use commercially reasonable efforts to promptly correct any nonconformity found in the Licensed Software of which JUSTICETRAX receives written notice of by the Licensee during the warranty period. Licensee shall cooperate with JUSTICETRAX in correcting any such nonconformity. This clause does not apply to any warranties specified in a contract with the U.S. Government or in any task order issued thereunder. In the event of a breach of warranty, the U.S. Government reserves all rights and remedies under the contract, the FAR, and the Contract Disputes Act.

3. Licensee shall reasonably cooperate with JUSTICETRAX in connection with the performance by JUSTICETRAX hereunder and Licensee acknowledges that such performance depends in part on such cooperation and that Licensee's failure to so cooperate may hinder, impede or excuse JUSTICETRAX' performance hereunder.

4. Any further service provided after expiration of the warranty period shall be provided solely pursuant to the terms of a valid in- force Software Maintenance Agreement between the parties. THE LICENSED SOFTWARE AND LICENSED DOCUMENTATION ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, AND JUSTICETRAX DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, unless stated otherwise in the schedule contract, FAR or Contract Disputes Act. This clause does not limit or disclaim any of the warranties specified in the GSA Schedule 70 contract under FAR 52.212-4(o). In the event of a breach of warranty, the U.S. Government reserves all rights and remedies under the contract, the Federal Acquisition Regulations, and the Contract Disputes Act, 41 U.S.C. 7101-7109.

I. Limitation of Remedies

JUSTICETRAX' entire liability and Licensee's exclusive remedy, for breach of warranty shall be the replacement of any defective Licensed Software media when it is returned to JUSTICETRAX , unless stated otherwise in the schedule contract, FAR or Contract Disputes Act. IN NO EVENT SHALL JUSTICETRAX BE LIABLE FOR ANY DAMAGES FOR LOST PROFITS, LOST SAVINGS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR OTHER SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OR LOSSES ARISING OUT OF THE USE OF OR INABILITY TO USE THE LICENSED SOFTWARE OR LICENSED DOCUMENTATION, EVEN IF JUSTICETRAX HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY CLAIM BY ANY OTHER PARTY. JUSTICETRAX' TOTAL LIABILITY UNDER THIS AGREEMENT, WHETHER ARISING IN CONTRACT OR TORT, SHALL NOT EXCEED THE LICENSE FEES PAID HEREUNDER.

This Section shall not impair the U.S. Government's right to recover for fraud or crimes arising out of or related to this Contract under any federal fraud statute, including the False Claims Act, 31 U.S.C. §§ 3729-3733. Furthermore, this clause shall not impair nor prejudice the U.S. Government's right to EXPRESS remedies provided in the Contract (i.e. clause 552.238-72 – Price Reductions, clause 52.212-4(h) – Patent Indemnification, Liability for Injury or Damage (Section 3 of the Price List), and GSAR 552.215-72 – Price Adjustment – Failure to Provide Accurate Information).

J. Source Code

JUSTICETRAX will provide the source code for the LIMS Code to Licensee if JUSTICETRAX no longer offers maintenance service for the LIMS Code, there is no successor maintenance provided to JUSTICETRAX for the LIMS code, and neither this Agreement nor an associated Maintenance Agreement have been terminated by either party or breached by Licensee. Licensee shall keep such source code confidential, will not disclose it to others and will only disclose it to those of its employees having a need to access such source code for the purpose of maintaining



the LIMS Code. Licensee shall use such source code only for the purpose of maintaining the LIMS Code and may not license or otherwise transfer the source to third parties.

K. Termination

1. Termination of this agreement is governed by the FAR and the terms of the schedule contract. However, if not defined in the schedule contract or FAR, below are the terms of the termination. In the event of any such termination Licensee shall, within seven (7) days of termination of this Agreement, return the Licensed Software and Licensed Documentation, and all copies thereof, to JUSTICETRAX, and erase or destroy all electronic, machine and other storage media copies of the Licensed Software and Licensed Documentation and provide JUSTICETRAX with a certification, by an officer of Licensee, of such return, erasure and destruction.

2. The expiration or termination of this Agreement shall be without prejudice to any rights of JUSTICETRAX against Licensee and such expiration or termination shall not relieve Licensee of any of its obligations to JUSTICETRAX existing at the time of expiration or termination.

M. Force Majeure

If the performance of JUSTICETRAX hereunder is delayed or prevented at any time due to circumstances beyond the control of JUSTICETRAX, including, without limitation, those resulting from labor disputes, fire, floods, riots, civil disturbances, weather conditions, control exercised by a governmental entity, unavoidable casualties or acts of God or a public enemy, the performance of JUSTICETRAX shall be excused until such condition no longer exists.

N. Year 2000

JusticeTrax LIMS-plus® stores dates with a four digit year enabling it to distinguish dates at or beyond the turn of the century.

O. Miscellaneous

Any modification of this Agreement must be in writing and signed by a duly authorized representative of each party. The terms of the schedule contract, the terms of the applicable order and this Agreement represents the entire agreement between the parties regarding the subject matter hereof and it supersedes all proposals and prior agreements or understandings of the parties regarding such matter. Terms and conditions contained in any Licensee ordering document submitted pursuant hereto shall not modify this Agreement in any way. In the event that any term hereof is held invalid, illegal or unenforceable, it shall be severed from this Agreement without affecting the validity, legality and enforceability of the remainder thereof. Headings used to identify the various sections of this Agreement are for convenience only and shall not be used to construe or interpret this Agreement. Licensee may not assign this Agreement without the prior written consent of JUSTICETRAX, and any such unconsented assignment shall be void. This is a contract with the US Government and is subject to the FAR. Venue and jurisdiction of any disputes is determined by the applicable federal statute (federal tort claims act, contract disputes act, etc.).

IN WITNESS WHEREOF, the parties hereto have executed this Agreement and caused it to be effective on the date first written above.



Customer:

JUSTICETRAX INC.

Department:

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____
_____Date: _____
_____**Appendix A**Licensed Software: JusticeTrax® LIMS-plus® (Object Code Only) Version 3/5Licensed Documentation: JusticeTrax® LIMS-plus® Version 3/5**Price Schedule:**

<u>Software</u>	<u>User Licenses</u>	<u>Price Per License</u>	<u>Subtotal</u>	<u>Total</u>
<u>Services</u>	<u>Days</u>	<u>Fee/Day</u>	<u>Subtotal</u>	
<u>Training</u>	<u>Days</u>	<u>Fee/Day</u>	<u>Subtotal</u>	
<u>Hardware</u>	<u>Units</u>	<u>Amount</u>	<u>Subtotal</u>	



Hardware Total

\$0

Total Software, Services, Training
and Hardware





JusticeTrax Software Maintenance Agreement for GSA

This Agreement, effective xxxxxxxx, XX, 20XX is by and between JusticeTrax Inc., having a place of business at 1 West Main Street, Mesa, Arizona 85201 (hereinafter "JUSTICETRAX") and the Ordering Activity (defined as an entity entitled to order under GSA Schedule contracts as defined in GSA Order ADM 4800.2I, as may be revised from time to time), having a place of business at _____ (hereinafter "Customer")

WHEREAS, JUSTICETRAX is willing to provide, and Customer is willing to acquire maintenance service for the Licensed Software identified in Appendix A, subject to the terms and conditions hereof.

NOW THEREFORE, the parties hereto agree as follows:

A. Definitions

1. The term "Licensed Software" means the Version of JusticeTrax® LIMS-plus® (object code only) identified in Appendix A and licensed under the associated Software License Agreement between the parties, including any updates thereto made available to Licensee under this Agreement, any and all additions, enhancements, and modifications thereto that JusticeTrax does not market or price separately as an addition, enhancement, modification or upgrade to the Licensed Software, and any and all custom software developed for use in connection with any of the foregoing pursuant to such Software License Agreement.
2. The term "Licensed Documentation" means the Version of JusticeTrax® LIMS-plus® documentation identified in Appendix A and licensed under the associated Software License Agreement between the parties, including any updates thereto made available to Licensee under this Agreement, and any copy or duplicate of any such documentation.
3. The term "Licensed Machine(s)" means the servers listed in Appendix A, by serial number and site, on which Licensee has the right to use the Licensed Software, and the number of named users set forth in Appendix A, as updated from time to time pursuant to the associated Software License Agreement between the parties.
4. The term "Version" means a periodic release of the Licensed Software that JUSTICETRAX designates as a Version. JUSTICETRAX may designate some Versions as critical to the continuing operation of the Licensed Software. Any such critical Versions must be installed on the Licensed Machine(s) prior to the annual renewal date of this Agreement.
5. The term "Major Defect" means a Licensed Software functionality or feature operation that does not perform on the Licensed Machine(s) in accordance with the Licensed Documentation provided to Customer with the Licensed Software, to the extent that the operation of the Licensed Software is significantly impaired.
6. The term "Minor Defect" means a Licensed Software functionality or feature operation that does not perform on the Licensed Machine(s) in accordance with the Licensed Documentation provided to Customer with the Licensed Software, to the extent that operation of the Licensed Software is not significantly impaired and/or the Minor Defect can be worked around by an JUSTICETRAX approved modification until a correction is obtained.
7. The term "Telephone Support" means Engineering consultation, reasonable in duration and frequency, regarding problem identification, diagnosis, correction and usage concerns encountered with the Licensed Software on the Licensed Machine(s). Telephone Support is available during JUSTICETRAX' normal business hours (8:00 a.m. - 5:00 p.m. Mountain Standard Time) Monday through Friday, except for JUSTICETRAX' Holidays, at 1-800-288-LIMS or such other telephone number as JUSTICETRAX may designate in writing to Customer.

8. The term FAR means Federal Acquisition Regulation.

B. Maintenance Services

1. As long as this Agreement is in force, JUSTICETRAX will provide maintenance services under this Agreement for the most recent Version of the Licensed Software and the prior Version; provided, however, that maintenance services for the prior Version will terminate one (1) year after the most recent Version is made available to Customer. Customers will install corrections and Versions in such electronic form as JUSTICETRAX may provide. Site visits requested by Customer for the purpose of installing corrections or Versions, will result in charges for reimbursement of JUSTICETRAX' then current service, travel and per diem costs.

2. JUSTICETRAX will provide corrections to Major Defects within a reasonable time after they have been reported to, and confirmed by JUSTICETRAX.

3. Corrections for Minor Defects which have been reported to, and confirmed by JUSTICETRAX, may be included in such subsequent Version as JUSTICETRAX deems appropriate.

4. JUSTICETRAX shall provide Telephone Support during the term of this Agreement. All claims of Major and Minor Defects must be registered as trouble calls to the Support telephone number referenced herein. Unresolved troubles will be escalated to JUSTICETRAX' development engineers for resolution.

5. In order to perform diagnostic testing and fault isolation with minimal system interruption, JUSTICETRAX reserves the right to set minimum configuration requirements for the Licensed Machine(s) and Licensed Software and any necessary third party software.

6. For certain software problems JUSTICETRAX may require that Customer furnish to JUSTICETRAX a test case, server configuration and sufficient documentation to allow recreation of the problem, including duplication of the problem on another server.

7. Subject to Customer's reasonable security and safety rules, JUSTICETRAX shall have reasonable access to, and use of, the Licensed Software and Licensed Machine(s) to provide the maintenance service required by this Agreement.

8. Customer shall provide JUSTICETRAX with the name, address and telephone number of a designated system administrator and alternate for each Customer site covered by this Agreement. Customer shall also provide JUSTICETRAX with all information, documentation, technical assistance and access to the Licensed Machine(s) as JUSTICETRAX may require to perform pursuant to this Agreement. The system administrator and alternate shall have a working knowledge of the Licensed Machine(s), Licensed Software, and the Customer's operating environment. Only the system administrator and alternate are authorized to contact JUSTICETRAX for maintenance service. Customer shall immediately notify JUSTICETRAX of any changes with respect to the name, address or telephone number of the system administrator and alternate.

9. JUSTICETRAX' obligations are contingent upon inspection of products and Customer's compliance with this Agreement and the Software License Agreement. JUSTICETRAX reserves the right to reject for maintenance service any product which has not been on continuous maintenance service, or has been repaired by Customer or a third party without the prior written consent of JUSTICETRAX. If JUSTICETRAX rejects a product for maintenance service, Customer shall be responsible for restoring that product to a condition acceptable to JUSTICETRAX prior to commencement of maintenance service under this Agreement.

C. JUSTICETRAX' Proprietary Rights

1. As also set forth in the Software License Agreement, Licensee acknowledges that the Licensed Software and Licensed Documentation have been, and will continue to be, developed by JUSTICETRAX at great expense to it, and that such are proprietary to

and the confidential property of JUSTICETRAX. Licensee agrees that it has no ownership rights to the Licensed Software and Licensed Documentation, and that the only rights it has regarding such products are the limited rights of use granted under the Software License Agreement.

2. JUSTICETRAX shall own the entire right, title and interest in and to all corrections, programs, information and work product conceived, created or developed, alone or with Customer or others, as a result of or related to the performance of this Agreement, including all proprietary rights therein or based thereon (collectively referred to herein as "Fixes"). Such Fixes shall become Licensed Software under the Software License Agreement and Customer shall have a nonexclusive license to use the Fixes pursuant to the terms of the Software License Agreement. Customer shall treat all Fixes supplied hereunder in the same confidential manner as required for all Licensed Software pursuant to the Licensed Software Agreement.

D. Excluded Services

MAINTENANCE SERVICE DOES NOT INCLUDE (A) SERVICES CONNECTED WITH RELOCATION OR SYSTEM RECONFIGURATION (B) SERVICE RESULTING FROM (I) NEGLIGENCE, MISUSE OR ACCIDENTAL DAMAGE OF THE PRODUCTS; (II) MODIFICATIONS OR REPAIRS PERFORMED BY OTHER THAN A PARTY AUTHORIZED BY JUSTICETRAX; (III) CORRECTION OF DEFECTS ARISING FROM THE FAILURE OF CUSTOMER TO PROVIDE AND MAINTAIN A SUITABLE INSTALLATION ENVIRONMENT INCLUDING BUT NOT LIMITED TO PROPER ELECTRICAL POWER, AIR CONDITIONING OR HUMIDITY CONTROL; (IV) THE SUPPORT OF LICENSED SOFTWARE USED FOR OTHER THAN THE PURPOSES FOR WHICH IT WAS DESIGNED; (C) THE SUPPORT OF SOFTWARE DEVELOPED BY CUSTOMER OR OBTAINED FROM THIRD PARTIES; OR (D) THE SUPPORT OF PRODUCTS NOT PROVIDED BY JUSTICETRAX. IF THE LICENSED SOFTWARE IS USED BY CUSTOMER TO DEVELOP OTHER SOFTWARE, ONLY THE LICENSED SOFTWARE WILL BE MAINTAINED BY JUSTICETRAX.

E. Term and Termination

1. This Agreement shall commence on the effective date and have a term of one (1) year, unless terminated under the FAR or in accordance with the GSA schedule contract. Customer may extend the current maintenance term by the exercise of options governed by the terms of the GSA schedule contract. Termination of this agreement is governed by the FAR and the terms of the GSA schedule contract.

F. Relocation of Product

Customer shall, prior to relocation of any product or change of Licensed Machine(s), provide JUSTICETRAX with advance written notice of such proposed relocation or change. If JUSTICETRAX approves Customer's proposed relocation or change, JUSTICETRAX will perform the services provided for in this Agreement for such relocation or change. JUSTICETRAX shall perform the deinstallation and reinstallation at its then current charges or may consent in writing to the deinstallation and reinstallation by Customer or a third party.

G. Fees

1. Customer shall pay the annual maintenance fees quoted and invoiced by JUSTICETRAX. Payment terms are governed by the GSA schedule contract in accordance with the Prompt Payment Act. Customer agrees to keep all proper records regarding the activities contemplated in this Agreement. JUSTICETRAX shall have the right to audit such records and Customer's sites as necessary to verify the accuracy of the maintenance fees, unless there are security restrictions. Any such audit shall be conducted during Customer's regular business hours at Customer's offices and in such manner as to not interfere with Customer's normal business activities. Customer agrees to fully cooperate with any such audit. JUSTICETRAX shall only conduct an audit upon reasonable notice to the client, consistent with all security measures of client, and at JUSTICETRAX's expense.

2. If the Customer request services beyond the scope of this agreement, a change order must be executed in writing by both parties and the schedule contract and FAR would govern the procedure.

3. Payment terms are governed by the schedule contract in accordance with the Prompt Payment Act.

4. For who pays all applicable Federal, state, and local taxes and duties is governed by the FAR.

H. Delay

JUSTICETRAX shall not be responsible for failure to render service hereunder or for delay in rendering such service where the failure or delay results from causes beyond its reasonable control.

I. Disclaimer of Warranty

This clause does not apply to any warranties specified in a contract with the U.S. Government or in any task order issued thereunder. In the event of a breach of warranty, the U.S. Government reserves all rights and remedies under the contract, the FAR, and the Contract Disputes Act.

J. Limitation of Liability

JUSTICETRAX' LIABILITY UNDER THIS AGREEMENT SHALL BE LIMITED, AT JUSTICETRAX' OPTION, TO THE SUPPORT, REPAIR OR REPLACEMENT OF THE SOFTWARE COVERED BY THIS AGREEMENT OR TO AN AMOUNT NOT TO EXCEED THE CURRENT ANNUAL CHARGES PAID UNDER THIS AGREEMENT FOR THE SOFTWARE IN QUESTION. IN NO EVENT SHALL JUSTICETRAX BE LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF PROFITS) WHETHER BASED ON CONTRACT, TORT OR ANY OTHER LEGAL THEORY.

This Section shall not impair the U.S. Government's right to recover for fraud or crimes arising out of or related to this Contract under any federal fraud statute, including the False Claims Act, 31 U.S.C. §§ 3729-3733. Furthermore, this clause shall not impair nor prejudice the U.S. Government's right to EXPRESS remedies provided in the Contract (i.e. clause 552.238-72 – Price Reductions, clause 52.212-4(h) – Patent Indemnification, Liability for Injury or Damage (Section 3 of the Price List), and GSAR 552.215-72 – Price Adjustment – Failure to Provide Accurate Information).

K. Miscellaneous

1. This Agreement may not be modified except by written document signed by an authorized representative of each party.

2. This is a contract with the US Government and is subject to the FAR. Venue and jurisdiction of any disputes is determined by the applicable federal statute (federal tort claims act, contract disputes act, etc.).

3. This Agreement may not be assigned by Customer without the prior written consent of JUSTICETRAX.

4. All notices required or authorized under this Agreement shall be given in writing and shall be effective upon delivery, if delivered in person or mailed or delivered to the other party's address as listed herein or to such other address as that party may provide by advance written notice to the delivering party.



5. No term of this Agreement shall be considered waived, and no breach excused, by either party unless made in writing. No consent, waiver or excuse by either party, whether express or implied, shall constitute a subsequent consent, waiver or excuse.

6. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable such provision shall be severed from this Agreement and the remaining provisions will remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement and caused it to be effective on the date first written above.

Customer:

Department:

By: _____

Name: _____

Title: _____

Date: _____

JusticeTrax Inc.

By: _____

Name: _____

Title: _____

Date: _____



Appendix A

Licensed Software: JusticeTrax® LIMS-plus® (Object Code Only)

Version 3/5

Licensed Documentation: JusticeTrax® LIMS-plus®

Version_

3/5

Licensed Machine(s)

Maintenance

User Licenses

Price Per License

Total

Maintenance Total

Serial Number

Server Model

Site

_____	_____	_____	_____

Initial Annual Maintenance Fees are for the above specified number of user licenses. Additional user licenses would be subject to additional Annual Maintenance Fees.



CONTRACT FOR GOODS AND SERVICES

This Contract is being awarded using the GSA Cooperative Contract #47QTCA19D00JQ

PURPOSE – This Contract is entered into as of the date of the last signature affixed hereto, by and between the City of Columbia, South Carolina (hereinafter referred to as the “City”) and JusticeTrax, Inc. with legal address and principal place of business at 1 West Main Street, Mesa, AZ 85201 (hereinafter referred to as the “Contractor”), for the purchase of JusticeTrax LIMS-plus software license, installation and annual maintenance services.

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

1. **SCOPE and SCHEDULE OF PURCHASE** – Upon written notification by the City to proceed, the Contractor shall provide the goods and services fully described in Exhibit A, attached hereto. The Contractor shall complete all sales under this AGREEMENT within the timeframes set forth in Exhibit A.
2. **SUPPLEMENTAL OR ADDITIONAL GOODS AND SERVICES** – The City may require supplemental or additional goods and services of the Contractor or recommended by the Contractor and approved by the City in writing.

The Contractor must obtain written approval from the City for any supplemental or additional goods and services prior to the goods and services being delivered. If the Contractor fails to obtain prior written approval to deliver the goods and services, the City is under no obligation to compensate the Contractor for the goods and services received.

3. **TERM OF CONTRACT/ DELIVERY** – The term of the Contract is the date of the execution of this Award or a Notice to Proceed and a valid Purchase Order from the City of Columbia for a term of one (1) year.
4. **SCHEDULE FOR DELIVERY OF GOODS AND SERVICES** – The Contractor shall deliver any and all goods and services under this Contract under the direction of the Columbia Police Department.
5. **COMPENSATION** – (See Exhibit A)

- A. The compensation to be paid by the City to the Contractor under this Agreement, to JusticeTrax, Inc., shall not exceed Fifty-Four Thousand Five Hundred Sixteen Dollars and Seventy-Eight Cents (\$54,516.78).
- B. The Contractor shall be paid upon submission of properly certified invoices to the City of Columbia Accounting Division, P.O. Box 147, Columbia, S.C. 29217. At the prices stipulated on the contract at the time the order is placed, after delivery and acceptance of the goods and services, less deductions if any, as provided, invoices shall contain the Contract Number and Purchase Order Number. The City of Columbia will not pay invoices submitted from a third party. Invoices shall be submitted by the company shown on the Purchase Order.

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

6. SPECIFIC TERMS AND CONDITIONS PURSUANT TO GSA COOPERATIVE CONTRACT# 47QTCA-19-D-00JQ

Contractor agrees, under the terms as outlined in the Scope and Schedule of Purchase and at his/her/their own proper cost and expense, to furnish all the materials, supplies, equipment, labor, insurance and any other accessories, items and/or services necessary to complete the said project.

As applicable, the following additional Contract Documents combined with this contractual agreement, comprises the Contract between the Owner and Contractor and are incorporated by reference to this agreement:

- 1. This Contract
- 2. GSA Cooperative Contract #47QTCA-19-D-00JQ
- 3. Quote
- 4. Software Maintenance Agreement for GSA

MISCELLANEOUS

- A. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and the Contractor.
- B. The Contractor shall be responsible for delivery of all the goods and services required by this Agreement. The Contractor does not act as the City's agent or employee.
- C. The Contractor will not assign or sublet its obligations to provide the goods and services required by this Agreement without the written consent of the City. The

Contractor shall be as fully responsible to the City for the acts and omission of its Subcontractors, as it is for the acts and omissions of persons directly employed by the Contractor.

The Contractor shall furnish and its Subcontractors shall furnish all information and reports required hereunder.

- D. In the event there are any disagreements between the City and the Contractor with regard to any of the requirements, specifications or interpretation of this Agreement, the Contractor agrees to defer to the reasonable interpretations of the City as, from time to time, may be made by the City. Ambiguities in the terms of this Agreement, if any, shall not be construed against the City.
- E. This Agreement shall be construed in accordance with the laws and City of Columbia Code of Ordinances and those of the State of South Carolina. The Contractor agrees to subject itself to the jurisdiction and venue of the courts of Richland or Lexington County, State of South Carolina as to all matters and disputes arising or to arise under this Agreement and the performance thereof. The City may seek attorney's fees and the Contractor agrees to pay such fees as awarded by the Court or other body. No attorney's fees may be sought by, nor will be paid to, the Contractor.
- F. This Agreement represents the entire agreement between the City and the Contractor and supersedes all prior communications, negotiations, representations or agreements, either written or oral. The parties may amend this Agreement at any time provided that such Amendments are executed in writing, signed by a duly authorized representative of both organizations, and approved, where applicable, by the City's governing body.

The City may, in its discretion, amend this Agreement to conform with federal, state, or local governmental guidelines, policies and available funding amounts, or for other reasons. If such Amendments result in a change in the funding, the schedule of goods and services, the activities to be undertaken as part of the Agreement, such modifications will be incorporated only by written amendment signed by both the City and the Contractor.
- G. The failure of either the Contractor or the City to insist upon the strict performance of any provision of this Agreement shall not be deemed to be a waiver of the right to insist upon strict performance of such provision or of any other provision of this Agreement at any time. Partial payment by the City shall not be construed as a waiver. Waiver of any breach of this Agreement shall not constitute waiver of a subsequent breach.
- H. In the event any provision of this Agreement is determined to be void or unenforceable, all other provisions shall remain in full force and effect.

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

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

- K. In carrying out the service, the Contractor shall not discriminate against any employee or applicant for employment because of that employee or applicant’s age, sex, gender, gender identity or expression, sexual orientation, race, religion, creed, color, disability, national origin, veteran or military status, political affiliation, or any other characteristic protected by federal, state, or local laws (“protected characteristic”). The Contractor shall take affirmative steps to ensure equal employment opportunities for all applicants for employment, without regard to their protected characteristics. For the purpose of this Non-Discrimination in Contracting Policy, the term “sex” includes medical needs and / or lactation needs arising from pregnancy, childbirth, or related medical conditions pursuant to the South Carolina Pregnancy Accommodations Act, 2018 S.C. Act No. 244. This Non-Discrimination in Contracting Policy extends to all aspects of the Contractor operations, including, but not limited to the Contractor employment practices (including selection, hiring, assignment, re-assignment, training, promotion, transfer, compensation, layoff, leave of absence, return from layoff or leave of absence, discipline, and termination); selection of volunteers and vendors, and provision of services. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the government setting forth the provisions of this Non-Discrimination in Contracting Policy. The

Contractor shall incorporate the provisions of this Non-Discrimination in Contracting Policy in all subcontracts for service work.

- L. This Agreement shall be binding upon the respondent and upon its successors and assignees. This Agreement shall be binding upon the City in accordance with its terms and provisions.
- M. All of the reports, information, data, records or documents of any kind, prepared or assembled by the Contractor under this Agreement are matters of public record, but the Contractor agrees that they shall only be made available to any individual or organization by the City and the Contractor shall not make them available to any individual or organization without the prior written approval of the City.

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

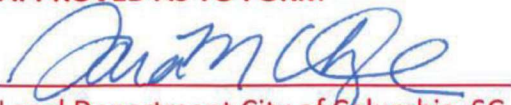
CITY OF COLUMBIA, SOUTH CAROLINA

 Witness Teresa Wilson, City Manager Date: _____

CONTRACTOR

 Print Signature Date: _____

APPROVED AS TO FORM


 Legal Department City of Columbia, SC
 10/11/2021

List of Exhibits

Exhibit A – Quote

Exhibit B – Software Maintenance Agreement for GSA



JusticeTrax Inc.
One West Main Street
Mesa, AZ 85201
480.222.8901

Quote
210730AMC

ADDRESS	SHIP TO	DATE	TOTAL	EXPIRATION DATE
Esseabasi Etim Columbia Police Department SC #1 Justice Square Columbia, SC 29201 United States	Esseabasi Etim Columbia Police Department SC #1 Justice Square Columbia, SC 29201 United States	08/13/2021	\$50,478.51	12/31/2021

DATE	ACTIVITY	QTY	RATE	AMOUNT
	JusticeTrax LIMS-plus Software - New software license - Per named user [GSA Pricing]	3	4,295.97	12,887.91
	Annual Maintenance - JusticeTrax LIMS-Plus Software - Calculated at 18% of undiscounted software price [GSA Pricing]	3	773.27	2,319.81
	Consumables Inventory Management System-(CIMS) [GSA Pricing]	3	429.60	1,288.80
	Annual Maintenance-CIMS Software-Calculated at 18% of total un-discounted software price. [GSA Pricing]	3	77.33	231.99
	SAP Crystal Reports 2020, Single User License, must be purchased directly from www.crystalreports.com, which currently sells for \$495, and is required for proper functionality of application reporting	1	0.00	0.00
	Configuration Services to include design, configuration and reporting services as well as remote training sessions to supplement formal training, per hour, not to exceed 50 hours, priced per hour @ \$150 an hour	50	150.00	7,500.00
	Installation - Remote installation (As long as the operating system is installed and functioning and connectivity is established with JusticeTrax) (\$1,250 per day)	1	1,250.00	1,250.00
	Configuration/Administrator Training - Domestic Onsite (Travel, lodging and misc. expenses included)(\$2,500 per day)	5	2,500.00	12,500.00
	End User Training - Domestic Onsite (Travel, lodging and misc. expenses included)(\$2,500 per day)	5	2,500.00	12,500.00
	GSA Contract number is 47QTCA-19-D-00JQ	0	0.00	0.00

Quotes are good for sixty days, unless noted above.

Contact Jason Pressly at jason.pressly@JusticeTrax.com or (480) 222-8960 for questions regarding this quote.

TOTAL

\$50,478.51

THANK YOU.

Accepted By

Accepted Date

EXHIBIT B



Software Maintenance Agreement for GSA

This Agreement, effective the date of the last party's signature to this Agreement, is by and between JusticeTrax Inc., having a place of business at 1 West Main Street, Mesa, Arizona 85201 (hereinafter "JUSTICETRAX") and the **CITY OF COLUMBIA** (defined as an entity authorized to order under GSA contracts as set forth in GSA ORDER 4800.2H ADM), having a place of business at #1 Justice Square, Columbia, SC 29201 (hereinafter "Customer")

WHEREAS, JUSTICETRAX is willing to provide, and Customer is willing to acquire maintenance service for the Licensed Software identified in Appendix A, subject to the terms and conditions hereof.

NOW THEREFORE, the parties hereto agree as follows:

A. Definitions

1. The term "Licensed Software" means the Version of JusticeTrax®LIMS-plus® (object code only) identified in Appendix A and licensed under the associated Software License Agreement between the parties, including any updates thereto made available to Licensee under this Agreement, any and all additions, enhancements, and modifications thereto that JusticeTrax does not market or price separately as an addition, enhancement, modification or upgrade to the Licensed Software, and any and all custom software developed for use in connection with any of the foregoing pursuant to such Software License Agreement.
2. The term "Licensed Documentation" means the Version of JusticeTrax®LIMS-plus® documentation identified in Appendix A and licensed under the associated Software License Agreement between the parties, including any updates thereto made available to Licensee under this Agreement, and any copy or duplicate of any such documentation.
3. The term "Licensed Machine(s)" means the servers listed in Appendix A, by serial number and site, on which Licensee has the right to use the Licensed Software, and the number of client devices set forth in Appendix A, as updated from time to time pursuant to the associated Software License Agreement between the parties.
4. The term "Version" means a periodic release of the Licensed Software that JUSTICETRAX designates as a Version. JUSTICETRAX may designate some Versions as critical to the continuing operation of the Licensed Software. Any such critical Versions must be installed on the Licensed Machine(s) prior to the annual renewal date of this Agreement.
5. The term "Major Defect" means a Licensed Software functionality or feature operation that does not perform on the Licensed Machine(s) in accordance with the Licensed Documentation provided to Customer with the Licensed Software, to the extent that the operation of the Licensed Software is significantly impaired.
6. The term "Minor Defect" means a Licensed Software functionality or feature operation that does not perform on the Licensed Machine(s) in accordance with the Licensed Documentation provided to Customer with the Licensed Software, to the extent that operation of the Licensed Software is not significantly impaired and/or the Minor Defect can be worked around by an JUSTICETRAX approved modification until a correction is obtained.
7. The term "Telephone Support" means Engineering consultation, reasonable in duration and frequency, regarding problem identification, diagnosis, correction and usage concerns encountered with the Licensed Software on the Licensed Machine(s). Telephone Support is available during JUSTICETRAX' normal business hours (8:00 a.m. - 5:00 p.m. Mountain Standard Time) Monday through Friday, except for JUSTICETRAX' Holidays, at 1-800-288-LIMS or such other telephone number as JUSTICETRAX may designate in writing to Customer.
8. The term FAR means Federal Acquisition Regulation.

B. Maintenance Services

1. As long as this Agreement is in force, JUSTICETRAX will provide maintenance services under this Agreement for the most recent Version of the Licensed Software and the prior Version; provided, however, that maintenance services for the prior Version will terminate one (1) year after the most recent Version is made available to Customer. Customers will install corrections and Versions in such electronic form as JUSTICETRAX may provide. Site visits requested by Customer for the purpose of installing corrections or Versions, will result in charges for reimbursement of JUSTICETRAX' then current service, travel and per diem costs.
2. JUSTICETRAX will provide corrections to Major Defects within a reasonable time after they have been reported to, and confirmed by JUSTICETRAX.
3. Corrections for Minor Defects which have been reported to, and confirmed by JUSTICETRAX, may be included in such subsequent Version as JUSTICETRAX deems appropriate.

4. JUSTICETRAX shall provide Telephone Support during the term of this Agreement. All claims of Major and Minor Defects must be registered as trouble calls to the Support telephone number referenced herein. Unresolved troubles will be escalated to JUSTICETRAX' development engineers for resolution.
5. In order to perform diagnostic testing and fault isolation with minimal system interruption, JUSTICETRAX reserves the right to set minimum configuration requirements for the Licensed Machine(s) and Licensed Software and any necessary third party software.
6. For certain software problems JUSTICETRAX may require that Customer furnish to JUSTICETRAX a test case, client device configuration and sufficient documentation to allow recreation of the problem, including duplication of the problem on another client device.
7. Subject to Customer's reasonable security and safety rules, JUSTICETRAX shall have reasonable access to, and use of, the Licensed Software and Licensed Machine(s) to provide the maintenance service required by this Agreement.
8. Customer shall provide JUSTICETRAX with the name, address and telephone number of a designated system administrator and alternate for each Customer site covered by this Agreement. Customer shall also provide JUSTICETRAX with all information, documentation, technical assistance and access to the Licensed Machine(s) as JUSTICETRAX may require to perform pursuant to this Agreement. The system administrator and alternate shall have a working knowledge of the Licensed Machine(s), Licensed Software, and the Customer's operating environment. Only the system administrator and alternate are authorized to contact JUSTICETRAX for maintenance service. Customer shall immediately notify JUSTICETRAX of any changes with respect to the name, address or telephone number of the system administrator and alternate.
9. JUSTICETRAX' obligations are contingent upon inspection of products and Customer's compliance with this Agreement and the Software License Agreement. JUSTICETRAX reserves the right to reject for maintenance service any product which has not been on continuous maintenance service, or has been repaired by Customer or a third party without the prior written consent of JUSTICETRAX. If JUSTICETRAX rejects a product for maintenance service, Customer shall be responsible for restoring that product to a condition acceptable to JUSTICETRAX prior to commencement of maintenance service under this Agreement.

C. JUSTICETRAX' Proprietary Rights

1. As also set forth in the Software License Agreement, Licensee acknowledges that the Licensed Software and Licensed Documentation have been, and will continue to be, developed by JUSTICETRAX at great expense to it, and that such are proprietary to and the confidential property of JUSTICETRAX. Licensee agrees that it has no ownership rights to the Licensed Software and Licensed Documentation, and that the only rights it has regarding such products are the limited rights of use granted under the Software License Agreement.
2. JUSTICETRAX shall own the entire right, title and interest in and to all corrections, programs, information and work product conceived, created or developed, alone or with Customer or others, as a result of or related to the performance of this Agreement, including all proprietary rights therein or based thereon (collectively referred to herein as "Fixes"). Such Fixes shall become Licensed Software under the Software License Agreement and Customer shall have a nonexclusive license to use the Fixes pursuant to the terms of the Software License Agreement. Customer shall treat all Fixes supplied hereunder in the same confidential manner as required for all Licensed Software pursuant to the Licensed Software Agreement.

D. Excluded Services

MAINTENANCE SERVICE DOES NOT INCLUDE (A) SERVICES CONNECTED WITH RELOCATION OR SYSTEM RECONFIGURATION (B) SERVICE RESULTING FROM (I) NEGLIGENCE, MISUSE OR ACCIDENTAL DAMAGE OF THE PRODUCTS; (II) MODIFICATIONS OR REPAIRS PERFORMED BY OTHER THAN A PARTY AUTHORIZED BY JUSTICETRAX; (III) CORRECTION OF DEFECTS ARISING FROM THE FAILURE OF CUSTOMER TO PROVIDE AND MAINTAIN A SUITABLE INSTALLATION ENVIRONMENT INCLUDING BUT NOT LIMITED TO PROPER ELECTRICAL POWER, AIR CONDITIONING OR HUMIDITY CONTROL; (IV) THE SUPPORT OF LICENSED SOFTWARE USED FOR OTHER THAN THE PURPOSES FOR WHICH IT WAS DESIGNED; (C) THE SUPPORT OF SOFTWARE DEVELOPED BY CUSTOMER OR OBTAINED FROM THIRD PARTIES; OR (D) THE SUPPORT OF PRODUCTS NOT PROVIDED BY JUSTICETRAX. IF THE LICENSED SOFTWARE IS USED BY CUSTOMER TO DEVELOP OTHER SOFTWARE, ONLY THE LICENSED SOFTWARE WILL BE MAINTAINED BY JUSTICETRAX.

E. Term and Termination

1. This Agreement shall commence on the effective date and have a term of one (1) year, unless terminated under the FAR. Customer may extend the current maintenance term by the exercise of options governed by the terms of the GSA schedule contract. Termination of this agreement is governed by the FAR and the terms of the schedule contract.

F. Relocation of Product

Customer shall, prior to relocation of any product or change of Licensed Machine(s), provide JUSTICETRAX with advance written notice of such proposed relocation or change. If JUSTICETRAX approves Customer's proposed relocation or change, JUSTICETRAX will perform the services provided for in this Agreement for such relocation or change. JUSTICETRAX shall perform the deinstallation and reinstallation at its then current charges or may consent in writing to the deinstallation and reinstallation by Customer or a third party.

G. Fees

1. Customer shall pay the annual maintenance fees quoted and invoiced by JUSTICETRAX. The initial annual maintenance fees shall be eighteen percent (18%) of the list license fees. Payment terms are governed by the GSA schedule contract in accordance with the Prompt Payment Act. JUSTICETRAX will not adjust maintenance fees during the first year of this Agreement, but reserves the right to do so thereafter. However, any changes must be approved by the authorized Contracting Officer before GSA is bound by any changes to the terms of the agreement. Customer agrees to keep all proper records regarding the activities contemplated in this Agreement. JUSTICETRAX shall have the right to audit such records and Customer's sites as necessary to verify the accuracy of the maintenance fees, unless there are security restrictions. Any such audit shall be conducted during Customer's regular business hours at Customer's offices and in such manner as to not interfere with Customer's normal business activities. Customer agrees to fully cooperate with any such audit.
2. If the Customer request services beyond the scope of this agreement, a change order must be executed in writing by both parties and the schedule contract and FAR would govern the procedure.
3. Payment terms are governed by the schedule contract in accordance with the Prompt Payment Act.
4. For who pays all applicable Federal, state, and local taxes and duties is governed by the FAR.

H. Delay

JUSTICETRAX shall not be responsible for failure to render service hereunder or for delay in rendering such service where the failure or delay results from causes beyond its reasonable control.

I. Disclaimer of Warranty

This clause does not apply to any warranties specified in a contract with the U.S. Government or in any task order issued thereunder. In the event of a breach of warranty, the U.S. Government reserves all rights and remedies under the contract, the FAR, and the Contract Disputes Act.

J. Limitation of Liability

JUSTICETRAX' LIABILITY UNDER THIS AGREEMENT SHALL BE LIMITED, AT JUSTICETRAX' OPTION, TO THE SUPPORT, REPAIR OR REPLACEMENT OF THE SOFTWARE COVERED BY THIS AGREEMENT OR TO AN AMOUNT NOT TO EXCEED THE CURRENT ANNUAL CHARGES PAID UNDER THIS AGREEMENT FOR THE SOFTWARE IN QUESTION. IN NO EVENT SHALL JUSTICETRAX BE LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF PROFITS) WHETHER BASED ON CONTRACT, TORT OR ANY OTHER LEGAL THEORY.

This Section shall not impair the U.S. Government's right to recover for fraud or crimes arising out of or related to this Contract under any federal fraud statute, including the False Claims Act, 31 U.S.C. §§ 3729-3733. Furthermore, this clause shall not impair nor prejudice the U.S. Government's right to EXPRESS remedies provided in the Contract (i.e. clause 552.238-72 – Price Reductions, clause 52.212-4(h) – Patent Indemnification, Liability for Injury or Damage (Section 3 of the Price List), and GSAR 552.215-72 – Price Adjustment – Failure to Provide Accurate Information).

K. Miscellaneous

1. This Agreement may not be modified except by written document signed by an authorized representative of each party.
2. This is a contract with the US Government and is subject to the FAR. Venue and jurisdiction of any disputes is determined by the applicable federal statute (federal tort claims act, contract disputes act, etc.).
3. This Agreement may not be assigned by Customer without the prior written consent of JUSTICETRAX.
4. All notices required or authorized under this Agreement shall be given in writing and shall be effective upon delivery, if delivered in person or mailed or delivered to the other party's address as listed herein or to such other address as that party may provide by advance written notice to the delivering party.
5. No term of this Agreement shall be considered waived, and no breach excused, by either party unless made in writing. No consent, waiver or excuse by either party, whether express or implied, shall constitute a subsequent consent, waiver or excuse.
6. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable such provision shall be severed from this Agreement and the remaining provisions will remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement and caused it to be effective on the date first written above.

City of Columbia, SC

By: _____

Name: _____

Title: _____

Date: _____

APPROVED AS TO FORM
Jaqueline Parikh
Legal Department, City of Columbia
8-19-2021

JusticeTrax Inc.

By: _____

Name: _____

Title: _____

Date: _____

Matter # 21010016

Appendix A

Licensed Software: JusticeTrax®LIMS-plus® (Object Code Only) Version 3.8

Licensed Documentation: JusticeTrax®LIMS-plus® Version 3.8

GSA Schedule

<u>Maintenance</u>	<u>Named Users</u>	<u>Price Named Users</u>	<u>Total</u>
JusticeTrax LIMS-plus Software annual maintenance calculated at 18% of total undiscounted LIMS-plus Software total license price.	3	\$773.27	\$2,319.81
JusticeTrax CIMS software Annual maintenance Calculated at 18% of Total undiscounted CIMS Software total license Price.	3	\$77.33	\$231.99
<u>Total Annual Maintenance:</u>			<u>\$2,551.80</u>

Initial Annual Maintenance Fees are for the above specified number of named users. Additional named user licenses would be subject to additional Annual Maintenance Fees.

Bradshaw Consulting Services, Inc.

2170 Woodside Executive Ct.

Aiken, SC 29803

TEL: 803.641.0960

FAX: 803.641.1919

INVOICE

INVOICE NUMBER: 8965

INVOICE DATE: 10/19/2021

*R213422***BILL TO:**

City of Columbia

Attn: Accounting Dept.

PO Box 147

Columbia, SC 29217

AccountsPayable@columbiasc.net

SHIP TO:

City of Columbia

Police Department

#1 Justice Square

Columbia, SC 29201

Ref.: PO# TBA

P.O. NUMBER	TERMS	SALESPERSON	Due Date	SHIP VIA
TBA	Net 30	ETB	11/19/2021	Service

QTY	ITEM	DESCRIPTION	UNIT PRICE	AMOUNT
1	MARVLIS Maintena...	Annual + Pro-rated MARVLIS Maintenance to cover renewal service period: 11/2/2021 - 11/1/2022 MARVLIS Software Maintenance: Deployment Monitor Seat Lic Ref.: PO# 184250	257.50	257.50
75	MARVLIS Maintena...	MARVLIS Software Maintenance: Esri Runtime Software Ref. PO# 137991	86.94573	6,520.93
75	MARVLIS Maintena...	MARVLIS Software Maintenance: MARVLIS Client Ref. PO# 137991	208.66933	15,650.20
35	MARVLIS Maintena...	MARVLIS Software Maintenance: Esri Runtime Software Ref. PO# 142367	86.94457	3,043.06

Please make all checks payable to BCS.

TOTAL

*Thank you for your business. Please remit payment to:
2170 Woodside Executive Ct. Aiken, SC 29803*

INVOICE

Bradshaw Consulting Services, Inc.
 2170 Woodside Executive Ct.
 Aiken, SC 29803
 TEL: 803.641.0960
 FAX: 803.641.1919

INVOICE NUMBER: 8965
 INVOICE DATE: 10/19/2021

BILL TO:

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

SHIP TO:

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

P.O. NUMBER	TERMS	SALESPERSON	Due Date	SHIP VIA
TBA	Net 30	ETB	11/19/2021	Service

QTY	ITEM	DESCRIPTION	UNIT PRICE	AMOUNT
35	MARVLIS Maintena...	MARVLIS Software Maintenance: MARVLIS Client Ref. PO# 142367	208.66943	7,303.43
22	MARVLIS Maintena...	MARVLIS Software Maintenance: Esri Runtime Software Ref. PO# P145930	87.97364	1,935.42
22	MARVLIS Maintena...	MARVLIS Software Maintenance: MARVLIS Client Ref. PO# P145930	214.93	4,728.46
3	MARVLIS Maintena...	MARVLIS Software Maintenance: Esri Runtime Software Ref. PO# P147778	84.41667	253.25
3	MARVLIS Maintena...	MARVLIS Software Maintenance: MARVLIS Client Ref. PO# P147778	202.59333	607.78

Please make all checks payable to BCS.

TOTAL

*Thank you for your business. Please remit payment to:
 2170 Woodside Executive Ct. Aiken, SC 29803*

INVOICE

Bradshaw Consulting Services, Inc.

2170 Woodside Executive Ct.
Aiken, SC 29803
TEL: 803.641.0960
FAX: 803.641.1919

INVOICE NUMBER: 8965

INVOICE DATE: 10/19/2021

BILL TO:

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

SHIP TO:

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

P.O. NUMBER	TERMS	SALESPERSON	Due Date	SHIP VIA
TBA	Net 30	ETB	11/19/2021	Service

QTY	ITEM	DESCRIPTION	UNIT PRICE	AMOUNT
33	MARVLIS Maintena...	MARVLIS Software Maintenance: MARVLIS Runtime Software Re. PO# 147999	84.41364	2,785.65
33	MARVLIS Maintena...	MARVLIS Software Maintenance: MARVLIS Client Ref. PO# 147999	202.59152	6,685.52
4	MARVLIS Maintena...	MARVLIS Software Maintenance: MARVLIS Esri Runtime Software Ref. PO# P148240	84.4125	337.65
4	MARVLIS Maintena...	MARVLIS Software Maintenance: MARVLIS Client Ref. PO# P148240	202.5925	810.37
2	MARVLIS Maintena...	MARVLIS Software Maintenance: MARVLIS Esri Runtime Software Ref. PO# P147744	84.415	168.83

Please make all checks payable to BCS.

TOTAL

*Thank you for your business. Please remit payment to:
2170 Woodside Executive Ct. Aiken, SC 29803*

INVOICE

Bradshaw Consulting Services, Inc.

2170 Woodside Executive Ct.

Aiken, SC 29803

TEL: 803.641.0960

FAX: 803.641.1919

INVOICE NUMBER: 8965

INVOICE DATE: 10/19/2021

BILL TO:

City of Columbia

Attn: Accounting Dept.

PO Box 147

Columbia, SC 29217

AccountsPayable@columbiasc.net

SHIP TO:

City of Columbia

Police Department

#1 Justice Square

Columbia, SC 29201

Ref.: PO# TBA

P.O. NUMBER	TERMS	SALESPERSON	Due Date	SHIP VIA
TBA	Net 30	ETB	11/19/2021	Service

QTY	ITEM	DESCRIPTION	UNIT PRICE	AMOUNT
2	MARVLIS Maintena...	MARVLIS Software Maintenance: MARVLIS Client Ref. PO# 147744	202.595	405.19
35	MARVLIS Maintena...	MARVLIS Software Maintenance: MARVLIS Esri Runtime Software Ref. PO# P111702	86.94543	3,043.09
35	MARVLIS Maintena...	MARVLIS Software Maintenance: MARVLIS Client Ref. PO# P111702	162.29857	5,680.45
2	MARVLIS Maintena...	MARVLIS Software Maintenance: MARVLIS AVL Secondary Server Ref.: PO# 111702	2,782.26	5,564.52
14	MARVLIS Maintena...	MARVLIS Software Maintenance: MARVLIS Client w/ Esri Runtimes Ref. PO# 158763	278.64571	3,901.04

Please make all checks payable to BCS.

TOTAL

*Thank you for your business. Please remit payment to:
2170 Woodside Executive Ct. Aiken, SC 29803*

INVOICE

Bradshaw Consulting Services, Inc.

2170 Woodside Executive Ct.

Aiken, SC 29803

TEL: 803.641.0960

FAX: 803.641.1919

INVOICE NUMBER: 8965

INVOICE DATE: 10/19/2021

BILL TO:

City of Columbia

Attn: Accounting Dept.

PO Box 147

Columbia, SC 29217

AccountsPayable@columbiasc.net

SHIP TO:

City of Columbia

Police Department

#1 Justice Square

Columbia, SC 29201

Ref.: PO# TBA

P.O. NUMBER	TERMS	SALESPERSON	Due Date	SHIP VIA
TBA	Net 30	ETB	11/19/2021	Service

QTY	ITEM	DESCRIPTION	UNIT PRICE	AMOUNT
2	MARVLIS Maintena...	MARVLIS Software Maintenance: MARVLIS Client Ref. PO# P168953	262.65	525.30
26	MARVLIS Maintena...	MARVLIS Software Maintenance: MARVLIS Client Ref. PO# P169080	262.65	6,828.90
2	MARVLIS Maintena...	MARVLIS Software Maintenance: MARVLIS Client Ref. PO# P169489	262.65	525.30
1	MARVLIS Maintena...	MARVLIS Software Maintenance: MARVLIS Client Ref. PO# P170603	262.65	262.65
1	MARVLIS Maintena...	MARVLIS Software Maintenance: MARVLIS Client Ref. PO# P183400 Pro-rated 3/12/2022 - 11/1/2022 (235 days)	164.18	164.18

Please make all checks payable to BCS.

TOTAL

*Thank you for your business. Please remit payment to:
2170 Woodside Executive Ct. Aiken, SC 29803*

INVOICE

Bradshaw Consulting Services, Inc.

2170 Woodside Executive Ct.

Aiken, SC 29803

TEL: 803.641.0960

FAX: 803.641.1919

INVOICE NUMBER: 8965

INVOICE DATE: 10/19/2021

BILL TO:

City of Columbia

Attn: Accounting Dept.

PO Box 147

Columbia, SC 29217

AccountsPayable@columbiasc.net

SHIP TO:

City of Columbia

Police Department

#1 Justice Square

Columbia, SC 29201

Ref.: PO# TBA

P.O. NUMBER	TERMS	SALESPERSON	Due Date	SHIP VIA
TBA	Net 30	ETB	11/19/2021	Service

QTY	ITEM	DESCRIPTION	UNIT PRICE	AMOUNT
		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 quote reflects this increase. Please note next Annual Renewal Billing for Period 11/2/2022 - 11/1/2023 will reflect a 3% cost increase and every renewal year thereafter will increase by 3% each renewal year.		

Please make all checks payable to BCS.

TOTAL \$77,988.67

*Thank you for your business. Please remit payment to:
2170 Woodside Executive Ct. Aiken, SC 29803*



EXHIBIT A

3319 Anvil Place
Raleigh, NC 27603

800 Clanton Road Suite T
Charlotte, NC 28217

4961 Broad River Rd. Suite B
Columbia, SC 29212

7.a

SALES QUOTE

SQ-366357

10/18/2021



REMIT TO: 3319 Anvil Place, Raleigh, NC 27603

Customer		Contact		Ship To			
CITY OF COLUMBIA ATTN: ACCOUNTS PAYABLE PO BOX 147 COLUMBIA SC 29217 Tel: (803)545-3414, (803)545-3571 Fax: (803)343-8720				COLUMBIA POLICE DEPT. KATRINA EASTWOOD 1 JUSTICE SQUARE COLUMBIA SC 29201			
Account	Terms	Due Date	Account Rep	Schedule Date			
COLA	NET 30 Days	11/17/2021	Jerald Branz	10/18/2021			
Quotation	PO #	Reference	Ship VIA	Page	Printed		
SQ-366357		GOODWIN/FOR PO	FACTORY DIRECT	1	10/19/2021 12:07:41 PM		
L Item	Description	Qty	Price	UM	Discount	Amount	
1 2	SBA1219793M SC STATE CONTRACT # 4400018551 Safariland 1219793-M SX Level IIIA A7 - Male Panel Set QN: 19-QUO-000082	75	\$879.00	EA		\$65,925.00	
3	SBA1348925NV Safariland Armor 1348925 M Series Concealable Carrier Navy	150	\$0.00	EA		\$0.00	
4	SBA122090258 Safariland 1220902-58 Soft Trauma Plate 5" X 8"	75	\$0.00	EA		\$0.00	
5	**FREE FREIGHT**						
**PLEASE VERIFY THAT THE PART NUMBERS AND DESCRIPTIONS ARE CORRECT BEFORE SUBMITTING YOUR ORDER.		Tax Details SCLOTRANS \$5274.000			Taxable		\$65,925.00
**RESTOCKING FEES MAY APPLY TO RETURNED ITEMS.					Total Tax		\$5,274.00
**PRICES QUOTED ARE BASED ON PAYMENT BY CHECK OR CASH.					Exempt		\$0.00
**QUOTE IS GOOD FOR 30 DAYS.		Payment Details 01/01/00 No Payment History			Total		\$71,199.00
					Balance		\$71,199.00



CONTRACT FOR GOODS

This Contract is being awarded using the SC State Contract #4400018551.

PURPOSE – This Contract is entered into as of the date of the last signature affixed hereto, by and between the City of Columbia, South Carolina (hereinafter referred to as the “City”) and Lawmen’s Distribution, LLC with legal address and principal place of business at 13386 International Parkway, Jacksonville, FL 32218 (hereinafter referred to as the “Contractor”), for the purchase of Body Armor.

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

1. **SCOPE and SCHEDULE OF PURCHASE** – Upon written notification by the City to proceed, the Contractor shall provide the goods fully described in Exhibit A, attached hereto. The Contractor shall complete all sales under this AGREEMENT within the timeframes set forth in Exhibit A.
2. **SUPPLEMENTAL OR ADDITIONAL GOODS** – The City may require supplemental or additional goods of the Contractor or recommended by the Contractor and approved by the City in writing.

The Contractor must obtain written approval from the City for any supplemental or additional goods prior to the goods being delivered. If the Contractor fails to obtain prior written approval to deliver the goods, the City is under no obligation to compensate the Contractor for the goods received.

3. **TERM OF CONTRACT** – The term of this CONTRACT is effective as of the latter date of the execution of this CONTRACT as shown by the signatures of the parties below, upon issuance of a Notice to Proceed; receipt of a valid Purchase Order from the City of Columbia; and approval of City Council, if applicable. This agreement is valid through June 30, 2022.
4. **DELIVERY:** All items shall be delivered FOB Destination.

5. **SCHEDULE FOR DELIVERY OF GOODS** – The Contractor shall deliver any and all goods under this Contract under the direction of the Police Department.

6. **COMPENSATION** – (See Exhibit A)

A. The compensation to be paid by the City to the Contractor under this Agreement, to Public Works Equipment shall not exceed Seventy-One Thousand, One Hundred Ninety-Nine Dollars and Zero Cents, (\$71,199.00).

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

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

7. **SPECIFIC TERMS AND CONDITIONS PURSUANT TO SC State Contract #440001851**

Contractor agrees, under the terms as outlined in the Scope and Schedule of Purchase and at his/her/their own proper cost and expense, to furnish all the materials, supplies, equipment, labor, insurance and any other accessories, items and/or services necessary to complete the said project.

As applicable, the following additional Contract Documents combined with this contractual agreement, comprises the Contract between the Owner and Contractor and are incorporated by reference to this agreement:

1. This Contract
2. Quote

MISCELLANEOUS

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

City of Columbia and Lawmen's Distribution,
LLC

- B. The Contractor shall be responsible for delivery of all the goods required by this Agreement. The Contractor does not act as the City's agent or employee.
- C. The Contractor will not assign or sublet its obligations to provide the goods required by this Agreement without the written consent of the City. The Contractor shall be as fully responsible to the City for the acts and omission of its Subcontractors, as it is for the acts and omissions of persons directly employed by the Contractor.

The Contractor shall furnish and its Subcontractors shall furnish all information and reports required hereunder.

- D. In the event there are any disagreements between the City and the Contractor with regard to any of the requirements, specifications or interpretation of this Agreement, the Contractor agrees to defer to the reasonable interpretations of the City as, from time to time, may be made by the City. Ambiguities in the terms of this Agreement, if any, shall not be construed against the City.
- E. This Agreement shall be construed in accordance with the laws and City of Columbia Code of Ordinances and those of the State of South Carolina. The Contractor agrees to subject itself to the jurisdiction and venue of the courts of Richland or Lexington County, State of South Carolina as to all matters and disputes arising or to arise under this Agreement and the performance thereof. The City may seek attorney's fees and the Contractor agrees to pay such fees as awarded by the Court or other body. No attorney's fees may be sought by, nor will be paid to, the Contractor.
- F. This Agreement represents the entire agreement between the City and the Contractor and supersedes all prior communications, negotiations, representations or agreements, either written or oral. The parties may amend this Agreement at any time provided that such Amendments are executed in writing, signed by a duly authorized representative of both organizations, and approved, where applicable, by the City's governing body.

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

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

City of Columbia and Lawmen's Distribution,
LLC

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

- H. In the event any provision of this Agreement is determined to be void or unenforceable, all other provisions shall remain in full force and effect.
- I. This Agreement is subject to City Council approval.
- J. The Contractor acknowledges, for itself and its Subcontractor, that it is subject to the provisions of the 1991 Ethics Reform Act (8-13-100, et seq. South Carolina Code of Laws, 1976, as amended). Under this Act, "A person may not, directly or indirectly, give, offer, or promise anything of value to a public official, public member, or public employee with intent to:
 - 1. influence the discharge of a public official's, public member's, or public employee's official responsibilities;
 - 2. influence a public official, public member, or public employee to commit, aid in committing, collude in, or allow fraud on a governmental entity; or,
 - 3. induce a public official, public member, or public employee to perform or fail to perform an act in violation of the public official's, public member's, or public employee's official responsibilities.

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

City of Columbia and Lawmen's Distribution,
LLC

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

- L. This Agreement shall be binding upon the respondent and upon its successors and assignees. This Agreement shall be binding upon the City in accordance with its terms and provisions.
- M. All of the reports, information, data, records or documents of any kind, prepared or assembled by the Contractor under this Agreement are matters of public record, but the Contractor agrees that they shall only be made available to any individual or organization by the City and the Contractor shall not make them available to any individual or organization without the prior written approval of the City.

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

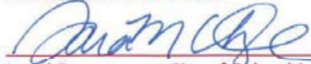
CITY OF COLUMBIA, SOUTH CAROLINA

Witness

Teresa Wilson, City Manager

Date: _____

Lawmen's Distribution, LLC

APPROVED AS TO FORM

Legal Department City of Columbia, SC
10/28/2021

Print

Signature

Date: _____

City of Columbia and Lawmen’s Distribution,
LLC

List of Exhibits

Exhibit A – Quote



CONTRACT FOR GOODS

This Contract is being awarded under procurement method BID012-21-22-ASH.

PURPOSE – This Contract is entered into as of the date of the last signature affixed hereto, by and between the City of Columbia, South Carolina (hereinafter referred to as the “City”) and Love Chevrolet, with legal address and principal place of business at 100 Parkridge Drive, Columbia, SC 29212 (hereinafter referred to as the “Contractor”), for the purchase of 28 Police Pursuit (SUV) and 8 Administrative LS Model (SUV).

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

1. **SCOPE and SCHEDULE OF PURCHASE** – Upon written notification by the City to proceed, the Contractor shall provide the goods fully described in Exhibit A, attached hereto. The Contractor shall complete all sales under this AGREEMENT within the timeframes set forth in Exhibit A.
2. **SUPPLEMENTAL OR ADDITIONAL GOODS** – The City may require supplemental or additional goods of the Contractor or recommended by the Contractor and approved by the City in writing.

The Contractor must obtain written approval from the City for any supplemental or additional goods prior to the goods being delivered. If the Contractor fails to obtain prior written approval to deliver the goods, the City is under no obligation to compensate the Contractor for the goods received.

3. **TERM OF CONTRACT** – The term of this CONTRACT is effective as of the latter date of the execution of this CONTRACT as shown by the signatures of the parties below, upon issuance of a Notice to Proceed; receipt of a valid Purchase Order from the City of Columbia; and approval of City Council, if applicable. This agreement is valid through June 30, 2022.
4. **DELIVERY:** All items shall be delivered FOB Destination.
5. **SCHEDULE FOR DELIVERY OF GOODS** – The Contractor shall deliver any and all goods under this Contract under the direction of the Fleet Department.

6. **COMPENSATION** – (See Exhibit A)

- A. The compensation to be paid by the City to the Contractor under this Agreement, to Love Chevrolet shall not exceed One Million, Three Hundred Sixty-Nine Thousand, Six Hundred Fifty-Six Dollars and Zero Cents, (\$1,369,656.00).
- B. The Contractor shall be paid upon submission of properly certified invoices to the City of Columbia Accounting Division, P.O. Box 147, Columbia, S.C. 29217. At the prices stipulated on the contract at the time the order is placed, after delivery and acceptance the of goods, less deductions if any, as provided, invoices shall contain the Contract Number and Purchase Order Number. The City of Columbia will not pay invoices submitted from a third party. Invoices shall be submitted by the company shown on the Purchase Order.

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

7. **SPECIFIC TERMS AND CONDITIONS PURSUANT TO BID012-21-22-ASH**

Contractor agrees, under the terms as outlined in the Scope and Schedule of Purchase and at his/her/their own proper cost and expense, to furnish all the materials, supplies, equipment, labor, insurance and any other accessories, items and/or services necessary to complete the said project.

As applicable, the following additional Contract Documents combined with this contractual agreement, comprises the Contract between the Owner and Contractor and are incorporated by reference to this agreement:

1. This Contract
2. Original Solicitation

MISCELLANEOUS

- A. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and the Contractor.
- B. The Contractor shall be responsible for delivery of all the goods required by this Agreement. The Contractor does not act as the City's agent or employee.

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

The Contractor shall furnish and its Subcontractors shall furnish all information and reports required hereunder.

- D. In the event there are any disagreements between the City and the Contractor with regard to any of the requirements, specifications or interpretation of this Agreement, the Contractor agrees to defer to the reasonable interpretations of the City as, from time to time, may be made by the City. Ambiguities in the terms of this Agreement, if any, shall not be construed against the City.
- E. This Agreement shall be construed in accordance with the laws and City of Columbia Code of Ordinances and those of the State of South Carolina. The Contractor agrees to subject itself to the jurisdiction and venue of the courts of Richland or Lexington County, State of South Carolina as to all matters and disputes arising or to arise under this Agreement and the performance thereof. The City may seek attorney's fees and the Contractor agrees to pay such fees as awarded by the Court or other body. No attorney's fees may be sought by, nor will be paid to, the Contractor.
- F. This Agreement represents the entire agreement between the City and the Contractor and supersedes all prior communications, negotiations, representations or agreements, either written or oral. The parties may amend this Agreement at any time provided that such Amendments are executed in writing, signed by a duly authorized representative of both organizations, and approved, where applicable, by the City's governing body.

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

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

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

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

- K. In carrying out the service, the Contractor shall not discriminate against any employee or applicant for employment because of that employee or applicant’s age, sex, gender, gender identity or expression, sexual orientation, race, religion, creed, color, disability, national origin, veteran or military status, political affiliation, or any other characteristic protected by federal, state, or local laws (“protected characteristic”). The Contractor shall take affirmative steps to ensure equal employment opportunities for all applicants for employment, without regard to their protected characteristics. For the purpose of this Non-Discrimination in Contracting Policy, the term “sex” includes medical needs and / or lactation needs arising from pregnancy, childbirth, or related medical conditions pursuant to the South Carolina Pregnancy Accommodations Act, 2018 S.C. Act No. 244. This Non-Discrimination in Contracting Policy extends to all aspects of the Contractor operations, including, but not limited to the Contractor employment practices (including selection, hiring, assignment, re-assignment, training, promotion, transfer, compensation, layoff, leave of absence, return from layoff or leave of absence, discipline, and termination); selection of volunteers and vendors, and provision of services. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the government setting forth the provisions of this Non-Discrimination in Contracting Policy. The

City of Columbia and Love Chevrolet

Contractor shall incorporate the provisions of this Non-Discrimination in Contracting Policy in all subcontracts for service work.

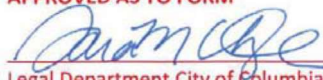
- L. This Agreement shall be binding upon the respondent and upon its successors and assignees. This Agreement shall be binding upon the City in accordance with its terms and provisions.
- M. All of the reports, information, data, records or documents of any kind, prepared or assembled by the Contractor under this Agreement are matters of public record, but the Contractor agrees that they shall only be made available to any individual or organization by the City and the Contractor shall not make them available to any individual or organization without the prior written approval of the City.

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

CITY OF COLUMBIA, SOUTH CAROLINA

Witness Teresa Wilson, City Manager Date: _____

Love Chevrolet

APPROVED AS TO FORM

Legal Department City of Columbia, SC
10/27/2021

Print Signature Date: _____

List of Exhibits

Exhibit A – Cost Sheet

Exhibit B – Business Information Statement

Exhibit C – Signed Conflict of Interest Statement

Event Number	BID012-21-22-ASH	Organization	City of Columbia, SC
Event Title	Police Vehicles (SUV)	Workgroup	Purchasing
Event Description		Event Owner	LaToyia Davis
Event Type	IFBs	Email	latoyia.davis@columbiasc.gov
Issue Date	10/8/2021 05:00:01 PM (ET)	Phone	
Close Date	10/15/2021 02:30:00 PM (ET)	Fax	

Responding Supplier	City	State	Response Submitted	Lines Responded	Response Total
LOVE CHEVROLET COMPANY	COLUMBIA	SC	10/12/2021 05:01:42 PM (ET)	3	\$1,351,656.00

Please note: Lines Responded and Response Total only includes responses to specification. No alternate response data is included.

UNOFFICIAL BID TABULATION

1 2022 Chevrolet PPV Pursuit Tahoe 2WD

Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes
LOVE CHEVROLET COMPANY	28	LOT 1		\$36,432.00	\$1,020,096.00	

2 2022 Chevrolet Tahoe LS Package

Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes
LOVE CHEVROLET COMPANY	8	LOT 2		\$41,445.00	\$331,560.00	

3 Delivery/Transportation Charges/Fees

Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes
LOVE CHEVROLET COMPANY	1	LOT 3		\$0.00	\$0.00	

1	
	Manufacturer Manufacturer #

2	
	Manufacturer Manufacturer #

3	
	Manufacturer Manufacturer #

Line #	Att #	Attribute Name	Attribute Note	LOVE CHEVROLET COMPANY
Header	1	Acknowledge Addendum	Indicate by checking the k	Addendum Acknow

Responding Supplier	Signature Full Name	Signature Email	Supplier Notes
LOVE CHEVROLET COMPANY	SHAWN ROBERTS	SROBERTS@LOVEAUTO.COM	

SOLE SOURCE AGREEMENT GOODS AND SERVICES AGREEMENT

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

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

2. Term and Option to Renew. The term of this AGREEMENT is effective as of the latter date of the execution of this AGREEMENT as shown by the signatures of the parties below; upon issuance of a Notice to Proceed; receipt of a valid Purchase Order from the City of Columbia; and approval by the City Council, if applicable and **valid until October 31, 2022**. An option to renew or continue purchasing goods and services for an additional one-year period may be authorized at the mutual pleasure and discretion of both parties. However, neither party shall be under any obligation to agree to an extension of the initial term or any additional term.

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

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

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

6. Compensation. The compensation paid by the City to Seller under this AGREEMENT shall not exceed Sixty-Eight Thousand, Seventeen dollars and 32/100, (\$68,017.32) unless authorized by the City under Section 2 of this AGREEMENT. The Seller shall submit an invoice for the sale of goods and services. Each invoice submitted must

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

7. Ownership of Project Documents. All data, documents or other information of any description generated by or used by the Contractor or any Subcontractor and related to the services required by this AGREEMENT shall be the property of the City and shall not be used by the Contractor for any purpose whatsoever except to perform the services required by this AGREEMENT. All of the reports, information, data, records or documents of any kind, prepared or assembled by the Contractor under this AGREEMENT are matters of public record, but that the Contractor agrees that they shall only be made available to any individual or organization by the City and the Contractor shall not make them available to any individual or organization without the prior written approval of the City.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

APPROVED AS TO FORM

[Signature]
 Legal Department City of Columbia, SC
 10/6/2021

CITY OF COLUMBIA, SOUTH CAROLINA

By: _____

By: _____

Witness

Title: City Manager

Date: _____

By: *[Signature]*

Witness

WITNESS

Municipal Emergency Services (MES)

SIGN HERE

By: *[Signature]*

Title: Sales Rep.

Date: 10 | 13 | 2021

Exhibit A

Requisition # R213064 JUSTIFICATION FOR
SOLE SOURCE PROCUREMENT

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

This Department proposes to procure for the Suppression/Training Division,

Annual renewal of the Target Solutions service, a comprehensive suite of web-based solutions for the Fire Department use to track and maintain all training and records for the ISO compliance control and tracking. This software is fully integrated into the certification of our ISO compliance.

as a sole source procurement from MES-Carolinas (only Distributor in South Carolina)

based upon the following justifications: This software enables the Fire Department to better manage and deliver training needs, daily training logs, and to build tests. It includes inspection forms, post incident evaluation tools, ISO tracking. Additionally, it includes the following course bundles that support the Fire department five-year strategic plan: HR & employment practice, OSHA & compliance, driving safety, and NFPA/Fire Emergency vehicle operations. At this current time, we are not aware of any other software package that encompasses all of these features in support of the Fire Department.

This sole source is valid through 10/31/2022 Amount \$ 68,017.32

Fire
Department

Calvin D. Jenkins
Signature of Department Head

9/30/2021
Date

Shannon L. Jenkins
Signature of Purchasing Agent

9/30/2021
Date

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

Alonso
Signature of Finance Director

10/4/21
Date

Signature of Asst. City Manager

Date

Signature of City Manager

Date

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

Distribution: Original attached to requisition (Form PUR 108201) Copy retained in Department's file. (Rev. 06/2016)

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

Ⓢ See market research enclosed.



September 21, 2021

Mike Cothran
Columbia Fire Department
1800 Laurel Street, Columbia, SC 29201

Dear Mr. Cothran,

Thank you for your continued interest in the TargetSolutions Training and Records Management Platform.

This letter is to inform you that Municipal Emergency Services (MES) is the sole authorized distributor of the TargetSolutions Platform.

If you should have any questions regarding this, please phone me at 858.376.1603.

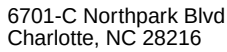
Thank you!

Regards,

A handwritten signature in black ink, appearing to read "Philip Coons", written over a horizontal line.

Philip Coons
Vice President of Sales
phil.coons@VectorSolutions.com





Quote

Date	09/10/2021
Quote #	QT1505969
Expires	11/30/2021
Sales Rep	Smith, William
PO #	
Shipping Method	FedEx Ground

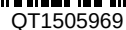
CITY OF COLUMBIA
ACCOUNTING DIVISION
PO BOX 147
COLUMBIA SC 29202-0147

FIRE STATION-HARDEN STREET
1901 HARDEN STREET
COLUMBIA SC 29201

Subtotal	62,979.00
Shipping Cost (FedEx Ground)	0.00
Total	\$62,979.00

This Quotation is subject to any applicable sales tax and shipping & handling charges that may apply. Tax and shipping charges are considered estimated and will be recalculated at the time of shipment to ensure they take into account the most current local tax information.

Custom orders are not returnable. Effective tax rate will be applicable at the time of invoice.





APPROVED AS TO FORM

[Signature] 10/10/2019
 Legal Department City of Columbia, SC

September 27, 2019

Mr. Sung-Jun Kim
 City of Columbia
 1136 Washington St
 Columbia, SC 29201-3215

Dear Sung-Jun,

The Esri Small Municipal and County Government Enterprise Agreement (EA) is a three-year agreement that will grant your organization access to Esri® term license software on an unlimited basis including maintenance on all software offered through the EA for the term of the agreement. The EA will be effective on the date executed and will require a firm, three-year commitment.

Based on Esri's work with several organizations similar to yours, we know there is significant potential to apply geographic information system (GIS) technology in many operational and technical areas within your organization. For this reason, we believe that your organization will greatly benefit from an enterprise agreement.

An EA will provide your organization with numerous benefits including:

- A lower cost per unit for licensed software
- Substantially reduced administrative and procurement expenses
- Maintenance on all Esri software deployed under this agreement
- Complete flexibility to deploy software products when and where needed

The following business terms and conditions will apply:

- All current departments, employees, and in-house contractors of the organization will be eligible to use the software and services included in the EA.
- If your organization wishes to acquire and/or maintain any Esri software during the term of the agreement that is not included in the EA, it may do so separately at the Esri pricing that is generally available for your organization for software and maintenance.
- The organization will establish a single point of contact for orders and deliveries and will be responsible for redistribution to eligible users.
- The organization will establish a Tier 1 support center to field calls from internal users of Esri software. The organization may designate individuals as specified in the EA who may directly contact Esri for Tier 2 technical support.
- The organization will provide an annual report of installed Esri software to Esri.

- Esri software and updates that the organization is licensed to use will be automatically available for downloading.
- The fee and benefits offered in this EA proposal are contingent upon your acceptance of Esri's Small Municipal and County Government EA terms and conditions.
- Licenses are valid for the term of the EA.

This program offer is valid for 90 days. To complete the agreement within this time frame, please contact me within the next seven days to work through any questions or concerns you may have. To expedite your acceptance of this EA offer:

1. Sign and return the EA contract with a Purchase Order or issue a Purchase Order that references this EA Quotation and includes the following statement on the face of the Purchase Order: **"THIS PURCHASE ORDER IS GOVERNED BY THE TERMS AND CONDITIONS OF THE ESRI SMALL MUNICIPAL AND COUNTY GOVERNMENT EA, AND ADDITIONAL TERMS AND CONDITIONS IN THIS PURCHASE ORDER WILL NOT APPLY."** Have it signed by an authorized representative of the organization.
2. On the first page of the EA, identify the central point of contact/agreement administrator. The agreement administrator is the party that will be the contact for management of the software, administration issues, and general operations. Information should include name, title (if applicable), address, phone number, and e-mail address.
3. In the purchase order, identify the "Ship to" and "Bill to" information for your organization.
4. Send the purchase order and agreement to the address, email or fax noted below:

Esri
Attn: Customer Service SG-EA
380 New York Street
Redlands, CA 92373-8100

e-mail: service@esri.com fax
documents to: 909-307-3083

I appreciate the opportunity to present you with this proposal, and I believe it will bring great benefits to your organization.

Thank you very much for your consideration.

Best Regards,

Blake Pierson



Environmental Systems Research Institute, Inc.
 380 New York St
 Redlands, CA 92373-8100
 Phone: (909) 793-2853 Fax: (909) 307-3049
 DUNS Number: 06-313-4175 CAGE Code: 0AMS3

To expedite your order, please attach a copy of
 this quotation to your purchase order.
 Quote is valid from: 9/27/2019 To: 12/26/2019

Quotation # Q-387027

Date: October 8, 2019

Customer # 22711 Contract # ENTERPRISE
 AGREEMENT

City of Columbia
 IT
 1136 Washington St
 Columbia, SC 29201-3215

ATTENTION: Sung-Jun Kim
 PHONE: (803) 545-3266
 EMAIL: sungjun.kim@columbiasc.gov

Material	Qty	Term	Unit Price	Total
168181	1	Year 1	\$75,000.00	\$75,000.00
Populations of 125,001-150,000 Small Government Term Enterprise License Agreement				
168181	1	Year 2	\$87,500.00	\$87,500.00
Populations of 125,001-150,000 Small Government Term Enterprise License Agreement				
168181	1	Year 3	\$100,000.00	\$100,000.00
Populations of 125,001-150,000 Small Government Term Enterprise License Agreement				

Subtotal: \$262,500.00

Sales Tax: \$0.00

Estimated Shipping and Handling (2 Day Delivery): \$0.00

Contract Price Adjust: \$0.00

Total: \$262,500.00

APPROVED AS TO FORM

[Signature]
 10/10/19

Legal Department City of Columbia, SC

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

For questions contact:
 Blake Pierson

Email:
 bpierson@esri.com

Phone:
 (909) 793-2853 x8628

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

PIERSONB

This offer is limited to the terms and conditions incorporated and attached herein.

Esri Use Only:

Cust. Name _____
 Cust. # _____
 PO # _____
 Esri Agreement # _____



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

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

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

**Table A
 List of Products**

Uncapped Quantities**Desktop Software and Extensions (Single Use)**

ArcGIS Desktop Advanced
 ArcGIS Desktop Standard
 ArcGIS Desktop Basic
 ArcGIS Desktop Extensions: ArcGIS 3D Analyst,
 ArcGIS Spatial Analyst, ArcGIS Geostatistical
 Analyst, ArcGIS Publisher, ArcGIS Network
 Analyst, ArcGIS Schematics, ArcGIS Workflow
 Manager, ArcGIS Data Reviewer

Enterprise Software and Extensions

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

Enterprise Additional Capability Servers

ArcGIS Image Server

Developer Tools

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

Limited Quantities

One (1) Professional subscription to ArcGIS
 Developer*
 Two (2) Esri CityEngine Advanced Single Use
 Licenses
 1,000 ArcGIS Online Viewers
 1,000 ArcGIS Online Creators
 110,000 ArcGIS Online Service Credits
 1,000 ArcGIS Enterprise Creators
 10 Insights for ArcGIS for use with ArcGIS Enterprise
 10 Insights for ArcGIS for use with ArcGIS Online

OTHER BENEFITS

Number of Esri User Conference registrations provided annually	4
Number of Tier 1 Help Desk individuals authorized to call Esri	4
Maximum number of sets of backup media, if requested**	2
Self-Paced e-Learning	Uncapped
Five percent (5%) discount on all individual commercially available instructor-led training classes at Esri facilities purchased outside this Agreement (Discount does not apply to Small Enterprise Training Package)	

* Maintenance is not provided for these items

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

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

Term of Agreement: Three (3) years

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

Accepted and Agreed:

City of Columbia, SC
(Customer)
By: Teresa Wilson
Authorized Signature
Printed Name: Teresa Wilson
Title: City Manager
Date: 10-11-2019

CUSTOMER CONTACT INFORMATION

Contact: _____ Telephone: _____
Address: _____ Fax: _____
City, State, Postal Code: _____ E-mail: _____
Country: _____
Quotation Number (if applicable): _____

APPROVED AS TO FORM

Jaqueline Parbitch 10/10/19
Legal Department City of Columbia, SC

1.0—ADDITIONAL DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

2.0—ADDITIONAL GRANT OF LICENSE

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

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

3.0—TERM, TERMINATION, AND EXPIRATION

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

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

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

3.4 Termination for Lack of Funds. For an Agreement with government or government-owned entities, either party may terminate this Agreement before any subsequent year if

Customer is unable to secure funding through the legislative or governing body's approval process.

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

4.0—PRODUCT UPDATES

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

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

5.0—MAINTENANCE

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

a. Tier 1 Support

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

b. Tier 2 Support

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

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

6.0—ENDORSEMENT AND PUBLICITY

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

7.0—ADMINISTRATIVE REQUIREMENTS

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

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

8.0—ORDERING, ADMINISTRATIVE PROCEDURES, DELIVERY, AND DEPLOYMENT

8.1 Orders, Delivery, and Deployment

- a. Upon the Effective Date, Esri will invoice Customer and provide Authorization Codes to activate the nondestructive copy protection program that enables Customer to download, operate, or allow access to the Products. If this is a multi-year Agreement, Esri may invoice the Fee before the annual anniversary date for each year.
- b. Undisputed invoices will be due and payable within thirty (30) calendar days from the date of invoice. Esri's federal ID number is 95-2775-732.

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

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

- a. All orders pertaining to this Agreement will be processed through Customer's centralized point of contact.
- b. The following information will be included in each Ordering Document:
 - (1) Customer name; Esri customer number, if known; and bill-to and ship-to addresses
 - (2) Order number
 - (3) Applicable annual payment due

9.0—MERGERS, ACQUISITIONS, OR DIVESTITURES

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

- 9.1 If an Ownership Change increases the cumulative program count beyond the maximum level for this Agreement, Esri reserves the right to increase the Fee or terminate this Agreement and the parties will negotiate a new agreement.
- 9.2 If an Ownership Change results in transfer or sale of a portion of Customer's organization, that portion of Customer's organization will transfer

the Products to Customer or uninstall, remove, and destroy all copies of the Products.

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

Master Agreement Product and Services



Revised 9/26/19
IMPORTANT—READ CAREFULLY

Unless superseded by a signed license agreement between you and Esri, Esri is willing to provide Esri Offerings and Services to you only if you accept all terms and conditions contained in this Agreement as the sole and final agreement of the parties regarding your acquisition of these Esri Offerings and Services. Please read the terms and conditions carefully. You may not use the Esri Offerings unless you agree to the terms and conditions of the Agreement. Your access and use of Esri Offerings, or Services, constitutes your acceptance of the terms and conditions of this Agreement. If you do not agree, contact your local sales representative prior to making your purchase.

This Master Agreement ("Agreement") is between you ("Customer") and Environmental Systems Research Institute, Inc. ("Esri"), a California corporation with a place of business at 380 New York Street, Redlands, California 92373-8100 USA.

Attachment A contains definitions of capitalized terms used throughout this Agreement. Each section of this Agreement may include additional definitions that are used exclusively within that section.

1.0 GENERAL GRANT OF RIGHTS AND RESTRICTIONS

1.1 Grant of Rights. In consideration of Customer's payment of all applicable fees and in accordance with this Agreement, Esri

- a. Provides Services as set forth in this Agreement;
- b. Grants to Customer a nonexclusive, nontransferable right and license or subscription to access and use Esri Offerings as set forth in the Specifications and applicable Ordering Documents; and
- c. Authorizes Customer to copy and make derivative works of the Documentation for Customer's own internal use in conjunction with Customer's authorized use of Esri Offerings. Customer will include the following copyright attribution notice acknowledging the proprietary rights of Esri and its licensors in any derivative work:

"Portions of this document include intellectual property of Esri and its licensors and are used under license. Copyright © [Customer will insert the actual copyright date(s) from the source materials.] Esri and its licensors. All rights reserved."

The grants of rights in this section (i) continue for the duration of the subscription or applicable Term or perpetually if no Term is applicable or identified in the Ordering Documents and (ii) are subject to additional rights and restrictions in this Agreement including Attachment B.

1.2 Consultant or Contractor Access. Customer may authorize its consultants or contractors to (i) host Esri Offerings for Customer's benefit and (ii) use Esri Offerings exclusively for Customer's benefit. Customer will be solely responsible for its consultants' and contractors' compliance with this Agreement and will ensure that each consultant or contractor discontinues use of Esri Offerings upon completion of work for Customer. Access to or use of Esri Offerings by consultants or contractors that is not exclusively for Customer's benefit is prohibited.

1.3 Reservation of Rights. All Esri Offerings are the copyrighted works of Esri or its licensors; all rights not specifically granted in this Agreement are reserved.

2.0 SOFTWARE AND ONLINE SERVICES

2.1 Definitions. The following definitions supplement the definitions provided in Attachment A:

- a. "Anonymous Users" means all who have public access (i.e., without having to provide a Named User Credential) to any part of Customer Content or Customer's Value-Added Applications.

- b. **"App Login Credential(s)"** means a system-generated application login and associated password, provided when registering a Value-Added Application with ArcGIS Online, which when embedded in a Value-Added Application allows the Value-Added Application to access and use Online Services.
- c. **"Commercial App Deployment License"** means a license to distribute Value-Added Applications to third parties for a fee.
- d. **"Concurrent Use License"** means a license to install and use Software on computer(s) on a network, provided that the number of simultaneous users may not exceed the number of licenses acquired. A Concurrent Use License includes the right to run passive failover instances of Concurrent Use License management software in a separate operating system environment for temporary failover support.
- e. **"Deployment License"** means a license to incorporate ArcGIS Runtime components in Value-Added Applications and distribute Value-Added Applications to Customer's end users.
- f. **"Deployment Server License"** means a license to use Software under a Server License for all uses permitted in this Agreement and as described in the Documentation.
- g. **"Development Server License"** means a license to use Software under a Server License only to build and test Value-Added Applications as described in the Documentation.
- h. **"Development Use"** means the right to install and use Products to build and test Value-Added Applications as described in the Documentation.
- i. **"Dual Use License"** means the right to install Software on a desktop computer and use it simultaneously with either a personal digital assistant (PDA) or handheld mobile computer as long as the Software is only used by a single individual at any time.
- j. **"Failover License"** means a license to install Software on redundant systems for failover operations, but the redundantly installed Software may be operational only during the period the primary site is nonoperational. Except for system maintenance and updating of databases, the redundant Software installation(s) will remain dormant while the primary site (or any other redundant site) is operational.
- k. **"Named User(s)"** is Customer's employee, agent, consultant, or contractor to whom Customer has assigned a unique, secure login credential (identity) enabling access to a Product that requires such identity in order to access identity-managed capabilities within a Product for Customer's exclusive benefit. For educational use, Named Users may include registered students.
- l. **"Named User Credential(s)"** means an individual person's login and associated password enabling that person to access and use Products.
- m. **"Named User License"** means the right for a single Named User to use a specific Esri Offering.
- n. **"Online Services Subscription"** means a limited-term subscription conveying the right for one or more Named Users to access and use Online Services.
- o. **"Redistribution License"** means a license to reproduce and distribute Software provided that
 1. Customer reproduces and distributes the Software in its entirety;
 2. A license agreement that protects the Software to the same extent as this Agreement accompanies each copy of the Software, and the recipient agrees to the terms and conditions of the license agreement;
 3. Customer reproduces all copyright and trademark attributions and notices; and
 4. Customer does not charge a fee to others for the use of the Software.
- p. **"Server License"** means a license to install and use Software on a server computer. Server Licenses may be subject to a limited number of server cores or distributed deployment on multiple servers as described in the Ordering Documents or Documentation. If the Software description includes failover use rights, each Server License includes a Failover License.
- q. **"Service Credit(s)"** means a unit of exchange for consumption of services that can be used with an Online Services Subscription.
- r. **"Sharing Tools"** means publishing capabilities included with Online Services that allow Customer to make Customer Content and Value-Added Applications available to third parties or Anonymous Users.
- s. **"Single Use License"** means a license for a single authorized end user to install and use Software on a single computer. The single authorized end user may also install a second copy for the end user's exclusive use on a second computer as long as only 1 copy of Software is in use at any time. No other end user may use Software under the same license at the same time for any other purpose.
- t. **"Staging Server License"** means a license to use Software under a Server License to build and test Value-Added Applications and map caches; conduct user acceptance, performance, and load testing of other third-party software; stage new commercial data updates; and conduct training activities as described in the

Documentation. Customer may use Value-Added Applications and map caches with Development and Deployment Server Licenses.

2.2 License and Subscription Types. Esri provides Software Products under one or more of the license or subscription types identified in the definitions above. The Documentation and Ordering Documents identify which license or subscription type(s) applies to the ordered Products.

2.3 Software Terms of Use

- a. Customer may
 - 1. Install, access, or store Software and Data on electronic storage device(s);
 - 2. Make archival copies and routine computer backups;
 - 3. Install and use a newer version of Software concurrently with the version to be replaced during a reasonable transition period not to exceed 6 months, provided that the deployment of either version does not exceed Customer's licensed quantity; thereafter, Customer will not use more Software in the aggregate than Customer's total licensed quantity. This concurrent use right does not apply to Software licensed for Development Use.
 - 4. Move Software in the licensed configuration to a replacement computer;
 - 5. Distribute Software and any associated Authorization Codes required for use of a Deployment License to third parties; and
 - 6. Governmental or not-for-profit organizations that operate a website or offer Internet services may use server Software for revenue-generating purposes on a cost-recovery basis and not for profit.
- b. Customer may customize Software using any macro or scripting language, APIs, or source or object code libraries but only to the extent that such customization is described in the Documentation.
- c. Customer may use all fonts provided with Software for any authorized use of the Software. Customer may also use Esri fonts separately to print any output created by the Software. Any use restrictions for third-party fonts included with the Software are set forth in the font file itself.
- d. Esri publishes Product-specific Software terms of use at <http://www.esri.com/legal/scope-of-use>.

2.4 Online Services Terms of Use

- a. **Online Services Descriptions.** Esri publishes Online Services Subscription-specific terms of use at <http://www.esri.com/legal/scope-of-use>. Use of Online Services is also subject to the Cloud Services terms found in [Attachment B](#).
- b. **Modifications of Online Services.** Esri may change Online Services and associated APIs at any time, subject to 30 days' notice of material changes and 90 days' notice for deprecations. If any modification, discontinuation, or deprecation of Online Services causes a material, adverse impact to Customer's operations, Esri may, at its discretion, attempt to repair, correct, or provide a workaround for Online Services. If a viable solution is not commercially reasonable, Customer may cancel its subscription to Online Services, and Esri will issue a prorated refund.
- c. **Sharing Customer Content.** Sharing Customer Content using Sharing Tools enables third parties to use, store, cache, copy, reproduce, (re)distribute, and (re)transmit Customer Content through Online Services. Esri is not responsible for any loss, deletion, modification, or disclosure of Customer Content resulting from use or misuse of Sharing Tools. Customer's use of Sharing Tools is at Customer's sole risk.
- d. **Limits on Use of Online Services, Service Credits.** Each Online Services Subscription includes Service Credits as described in the applicable Ordering Document. Each Service Credit entitles Customer to consume a set amount of Online Services, the amount varying depending on the Online Services that Customer is using. As Customer consumes Online Services, Service Credits are automatically debited from Customer's subscription, up to the maximum number of Service Credits available. Customer may purchase additional Service Credits as needed. Esri will notify Customer's subscription account administrator when Customer's Service Credit consumption reaches approximately 75 percent of the Service Credits allocated to Customer through Customer's subscription. Esri reserves the right to suspend Customer's access to Online Services that consume Service Credits when Customer has consumed all its Service Credits. Esri will promptly restore Customer's access to its Online Services once Customer has purchased additional Service Credits.

2.5 Named User Licenses. Except as expressly set forth in this Agreement, the following terms apply to Software and Online Services for which Customer acquires Named User Licenses.

a. Named Users

1. Named User login credentials are for designated users only and may not be shared with other individuals.
2. Customer may reassign a Named User License to another user if the former user no longer requires access to the Software or Online Services.
3. Customer may not add third parties as Named Users, other than third parties included within the definition of Named Users.

b. Value-Added Applications

1. Customer is responsible for the development, operation, and technical support of Customer Content and Value-Added Applications.
2. Customer may not embed a Named User Credential into Value-Added Applications. Value-Added Applications that enable access to Customer's private data or content must require individual users to log in to the application(s) with their unique Named User login credentials.
3. Customer may embed an App Login Credential into Value-Added Applications that provide access by Anonymous Users to services, content, or data that has been published for shared access by Anonymous Users through the use of Sharing Tools included with Customer's authorized use of Software or Online Services.
4. Customer may not embed an App Login Credential into Value-Added Applications that enables access to Customer's private data or content. Value-Added Applications that enable access to Customer's private data or content must require individual users to log in to the application(s) with their unique Named User login credentials.
5. Customer may not provide a third party, other than third parties included within the definition of Named Users, with access to Software or Online Services, other than through Customer's Value-Added Application(s).
6. Customer may transfer Value-Added Applications to any third party for use in conjunction with the third party's own Software license or Online Services Subscription.

- c. Anonymous Users.** Anonymous Users may only access Software or Online Services through Value-Added Applications that provide access to services, content, or data that has been published for shared access through the use of Sharing Tools included with Customer's authorized use of Software or Online Services.

2.6 Limited-Use Programs

- a. Trial, Evaluation, and Beta Programs.** Products acquired under a trial, evaluation, or Beta program are licensed for evaluation and testing purposes only and not for commercial use. Any such use is at Customer's own risk, and the Products do not qualify for Maintenance. If Customer does not convert to a purchased license or subscription prior to the expiration of the trial, evaluation, or Beta license, Customer may lose any Customer Content and customizations made during the license term. If Customer does not wish to purchase a license or subscription, Customer should export such Customer Content before the license expires.
- b. Educational Programs.** Customer agrees to use Products provided under an educational program solely for educational purposes during the educational use Term. Customer shall not use Products for any Administrative Use unless Customer has acquired an Administrative Use license. "Administrative Use" means administrative activities that are not directly related to instruction or education, such as asset mapping, facilities management, demographic analysis, routing, campus safety, and accessibility analysis. Customer shall not use Products for revenue-generating or for-profit purposes.
- c. Grant Programs.** Customer may use Products provided under a grant program for noncommercial purposes only. Except for cost recovery of using and operating the Products, Customer shall not use Products for revenue-generating or for-profit purposes.
- d. Other Esri Limited-Use Programs.** If Customer acquires Products under any limited-use program not listed above, Customer's use of the Products may be subject to the terms set forth in the applicable launching page or enrollment form or as described on Esri's website in addition to the nonconflicting terms of this Agreement.

3.0 DATA

3.1 Definitions. The following definitions supplement the definitions provided in Attachment A:

- a. **"Business Listing Data"** means any dataset that includes a list of businesses and may include other associated business attributes.
- b. **"Esri Content Package(s)"** means a digital file containing ArcGIS Online basemap content (e.g., raster map tiles, images, vector data) extracted from the ArcGIS Online basemap services.
- c. **"Street Data"** means Data that includes or depicts information about roads, streets, and related features.

3.2 Permitted Uses

- a. Unless otherwise authorized in writing, Customer may only use Data with the Products for which Esri has provided the Data.
- b. Customer may include representations of Data in hard-copy or static, electronic format (e.g., PDF, GIF, JPEG, HTML); in ArcGIS Web Maps; or in Esri Story Maps apps for the purposes of visualizing Data (including basic interactions such as panning, zooming, and identifying map features with simple pop-ups) for use in presentation packages, marketing studies, or other reports or documents containing map images or data summaries derived from the use of Esri Products to third parties subject to restrictions set forth in this Agreement, provided that Customer affixes an attribution statement to the Data representations acknowledging Esri or its applicable licensor(s) as the source of the portion(s) of the Data used for the Data representation.
- c. Customer may take ArcGIS Online basemaps offline through Esri Content Packages and subsequently deliver (transfer) them to any device for use with licensed ArcGIS Runtime applications and ArcGIS Desktop. Customer may not otherwise scrape, download, or store Data.
- d. Customer may make any internal use of geocoded results that are obtained and stored in compliance with this Agreement. Customer may not redistribute geocoded results except to (i) use and/or display on a map in connection with Customer's public, non-revenue generating website(s), (ii) permit access to third-parties for the purposes of Customer's business, or (iii) deliver to third parties, on a noncommercial/non-revenue generating basis, static results, static output or static base map renderings.
- e. Esri does not acquire any rights in Customer Content under this Agreement.

3.3 Use Restrictions

- a. Customer may not act directly or authorize its customers to cobrand Data, use Data in any unauthorized service or product, or offer Data through or on behalf of any third party.
- b. Customer may not use or allow third parties to use Data, for the purpose of compiling, enhancing, verifying, supplementing, adding to, or deleting from compilation of information that is sold, rented, published, furnished, or in any manner provided to a third party.
- c. *Business Listing Data.* Unless authorized in writing, Customer may not use Business Listing Data for any direct marketing purposes, resale publication, or distribution to any third party as part of any mailing list, directory, classified advertising, or other compilation of information.
- d. *Street Data.* Customer may use Street Data for mapping, geocoding, routing, and transportation network analysis purposes. Unless otherwise authorized in writing, Customer may not use Street Data for
 1. Real-time navigational guidance, including alerting a user about upcoming maneuvers, such as warning of an upcoming turn or calculating an alternate route if a turn is missed;
 2. Synchronized multivehicle routing; or
 3. Synchronized route optimization.
- e. *Business Analyst Data.* Customer may cache Data provided with ArcGIS Business Analyst Mobile App on a mobile device for use in conjunction with its use of ArcGIS Business Analyst Server. Customer may not otherwise cache or download such Data.
- f. *Partial Dataset Licenses:* If Customer orders a subset of a dataset (e.g., a country, region, state, or local portion of a global database), Customer may use only the licensed subset, not any other portion of the full dataset.

- g. *Michael Bauer Research International Boundaries Data ("MBR Data")*. Customer's right to use data downloaded to Customer's premises (e.g., MBR Data stored in ArcGIS Enterprise, ArcGIS Desktop) terminates 2 years after download.

3.4 Supplemental Terms and Conditions for Data. Certain Data licensors require Esri to flow down additional attribution requirements and terms of use to Customer. These terms supplement and amend the terms of this Agreement and are available at www.esri.com/legal/third-party-data.

4.0 MAINTENANCE

4.1 US Customers. Esri will provide Maintenance for Software and Online Services in accordance with the Esri Maintenance and Support Program and this Agreement if Customer is in the United States.

4.2 Customers outside the United States. Customer may obtain maintenance services from their local Esri distributor under the distributor's own standard support policy.

5.0 PROFESSIONAL SERVICES

5.1 Definitions. The following definitions supplement the definitions provided in Attachment A:

- a. **"Invention(s)"** means a patentable invention, discovery, innovation, or improvement, excluding Deliverables, relating to the subject matter of a Task Order.
- b. **"Inventor(s)"** means a party's principal, employee, consultant, or independent contractor that solely or jointly develops Inventions during Esri's performance under a Task Order.
- c. **"Professional Service Package(s)"** means a predefined unit of Professional Services, including travel-related expenses, provided at a firm fixed price.

5.2 Permitted Uses. Customer may use, copy, and modify Deliverables solely in conjunction with Customer's authorized use of Products.

5.3 Task Orders and Project Schedule

- a. Esri will provide Professional Services and Deliverables as specified in the Task Order.
- b. Each Task Order will reference this Agreement and specify the commencement date and, if known, the period of performance.
- c. Task Orders may have the format shown in Attachment C or any other agreed-upon format.
- d. Each party will identify, in writing, the project manager who is responsible for Professional Services and Deliverables described in Task Orders. By written notice to the other party's technical administrator, either party may replace the project manager at any time with a similarly qualified person.
- e. Other than pricing and descriptions of Professional Services to be performed, terms and conditions in a Task Order are not binding unless both parties have signed the Task Order. The terms of a signed Task Order take precedence over conflicting terms in this Agreement.

5.4 Ownership of Deliverables and Inventions

- a. Esri or its licensors own and retain ownership of Deliverables.
- b. Each party will retain title to any Inventions made or conceived solely by its Inventors during the term of this Agreement, including, but not limited to, such Inventions that Esri's Inventors solely make or conceive while providing technical assistance pursuant to this Agreement. The parties will jointly own any Inventions made or conceived jointly by Inventors from both parties.
- c. The parties will negotiate in good faith and cooperate reasonably in (i) deciding whether or not to seek or maintain, or to continue to seek or maintain, patent protection in any country on any Invention and the extent and scope of such protection and (ii) protecting and enforcing any patents issued on such Invention.

5.5 Acceptance

- a. **For Firm Fixed Price Task Orders.** Customer will complete its acceptance review within 10 working days of receiving each Deliverable and classify the Deliverables as follows:
1. "DELIVERABLE ACCEPTED" means a Deliverable conforming to the applicable Task Order with no more than minor nonconformities.
 2. "DELIVERABLE ACCEPTED WITH REWORK" means a Deliverable substantially conforming to the applicable Task Order but having a significant number of identified nonconformities and accepted subject to rework by Esri. Esri will rework the Deliverable for the identified nonconformities and resubmit it within 30 days. Customer will rerun its acceptance review for the nonconformities detected in the initial review within 10 working days of such resubmission and will reclassify the Deliverable as either DELIVERABLE ACCEPTED or DELIVERABLE REJECTED.
 3. "DELIVERABLE REJECTED" means a Deliverable that fails to substantially conform to applicable Task Order(s). Esri will rework the Deliverable and resubmit it to Customer within 30 days, at which time Customer will have 10 working days to rerun its acceptance review and reclassify the deliverable as either DELIVERABLE ACCEPTED or DELIVERABLE REJECTED.

Customer may not use any Deliverable in its business operations before acceptance as described in a.1 or a.2. If Customer does not notify Esri in writing within 10 working days after delivery that it has classified the Deliverable as ACCEPTED WITH REWORK or REJECTED in accordance with a.2 or a.3, or if Customer uses the Deliverable in its business operations, the Deliverable will be deemed, as of the first of either of these events to occur, to have been accepted.

- b. **For Task Orders with Professional Service Packages.** Professional Services that Esri performs under Professional Service Packages will be deemed accepted unless Customer notifies Esri within 10 days after performance. Customer may purchase additional Professional Service Packages as needed to complete Customer's work requirements.
- c. **For Time and Materials Task Orders.** Professional Services are provided strictly on a time and materials basis subject to the Task Order not-to-exceed funding limit. The Professional Services provided will be deemed accepted and in compliance with the professional and technical standards of the software industry unless Customer notifies Esri within 10 days after performance. Deliverables produced under a time and materials Task Order will not be subject to acceptance testing.

5.6 Warranty for Deliverables. Esri warrants to Customer that firm fixed price Deliverables materially comply with Specifications for a period of 90 days from acceptance, subject to the limitations and disclaimers of liability set forth in the "Limited Warranties and Disclaimers" section of Attachment B.

5.7 Changes. The parties may make changes within the general scope of a Task Order by mutual agreement. To document any agreed-to scope changes within the general scope of the Task Order that affects the cost or time required to provide a Deliverable, the parties will jointly sign a written amendment to the Task Order that includes an equitable adjustment in the price, schedule, or both.

5.8 Customer Termination for Convenience. Customer may terminate any Task Order at any time upon 30 days' written notice to Esri and upon payment to Esri of all amounts due to date pursuant to this Agreement, including reasonable expenses incurred as a direct result of the termination and the pro rata contract price for the Task Orders affected.

5.9 Payment; Invoices

- a. **For Firm Fixed Price Task Orders.** Unless otherwise specified in a Task Order, Esri will prepare and submit monthly invoices based on the percentage of completion for each Deliverable as of the end of the preceding month. Upon acceptance of all Deliverables under a Task Order, the unpaid balance of the total Task Order value is due.
- b. **For Professional Service Packages.** Esri will submit an invoice for Professional Service Packages on receipt of an agreed-upon Task Order. Esri may, at its sole discretion, stop work to avoid exceeding the total

labor hours or number of days allotted in the applicable Professional Service Package description set forth in the applicable scope of work. Professional Service Packages expire if not used within 12 months of the Esri invoice date.

c. For Time and Materials Task Orders

1. Esri will submit to Customer written monthly invoices to the Customer address provided in the Task Order. The invoices will include the payment due for work performed, including travel time, and any other direct costs (ODCs) incurred as authorized under a Task Order. The amount invoiced for labor will be equal to the number of hours expended during the previous month, multiplied by the applicable labor rates. Esri will invoice meals on a per diem basis in accordance with the full daily limits specified on the government General Services Administration (GSA) website at <https://www.gsa.gov/>. Esri and Customer may include hourly labor rates in this Agreement; if the parties elect to do so, Attachment D will identify the hourly labor rates for each labor category. Esri may change hourly labor rates for Services; any increase in the first 5 years will not exceed 5 percent per year. Esri will invoice ODCs, including travel-related expenses incurred, plus a 15 percent burden.
2. Esri may reallocate the budget between activities, labor categories, and ODCs as necessary to facilitate the work effort, provided the overall price is not exceeded. If Esri reaches the funded not-to-exceed Task Order value and the activities are not completed, Customer may increase the order funding to allow additional work to be performed, or Esri may stop work without further obligation or liability.

5.10 System and Data Access. Each Task Order will specify any requirement for Customer to give Esri personnel access to Customer's systems or data.

6.0 ESRI MANAGED CLOUD SERVICES

6.1 Definitions. The following definitions supplement the definitions provided in Attachment A:

- a. **"Esri Managed Cloud Services Environment"** means the hardware, Software, Data, and network platform that Esri or its third-party supplier provides as part of Esri Managed Cloud Services.
- b. **"Hosting"** means the business of housing and making accessible Customer Content via the Internet.

6.2 Provision of Esri Managed Cloud Services

- a. **General Terms.** Use of Esri Managed Cloud Services is subject to the Cloud Services terms found in Attachment B of this Agreement.
- b. **Requirements Planning.** It is Customer's responsibility to plan for and address with Esri changes to Customer's requirements, such as the need for additional capacity, the update of an application or dataset, or increased level of system availability.
- c. **Compensation and Expenses.** Esri will invoice Customer for the one-time setup fee upon Task Order execution. Thereafter, Esri will invoice Customer monthly for the Esri Managed Cloud Services to be provided the following month. Customer will pay invoices within 30 days of receipt. Customer is responsible for any shipping or temporary storage costs incurred during the delivery of Customer Content to Esri or removal of Customer Content from the Esri Managed Cloud Services Environment. This paragraph does not apply to Esri Managed Cloud Services provided under the Advantage Program (see the section entitled "Advantage Program" in this Agreement).
- d. **Risk of Loss.** Risk of loss for all Customer Content shall at all times remain with Customer, and it is Customer's sole responsibility to maintain regular backups of Customer Content. Risk of loss for the Esri Managed Cloud Services Environment shall at all times remain with Esri.
- e. **Personally Identifiable Information.** Prior to providing any Customer Content under this Agreement, Customer shall notify Esri if Customer Content includes personally identifiable information.
- f. **Public Software.** Customer may not use, and may not authorize its end users or contractors to combine or use any Esri Offerings with any software (including any underlying dependencies), documentation, or other material distributed under an open source or other similar licensing or distribution model that requires as a condition of such model that any component of the Esri Offering to be (1) disclosed or distributed in source

code form, (2) made available free of charge to third parties, or (3) modifiable without restriction by third parties.

- g. **Monitoring.** Customer will provide information and other materials related to its Customer Content as reasonably requested by Esri or its Hosting partner to verify Esri's or Customer's compliance with this Agreement. Esri or its Hosting partner, as applicable, may browse, index, or otherwise monitor the external interfaces of any Customer Content solely for the purpose of verifying compliance with this Agreement.

7.0 TRAINING

7.1 Definitions. The following definitions supplement the definitions provided in Attachment A:

- a. **"Customer-Supplied Training Data"** means any digital dataset(s) including, but not limited to, geographic vector data, coordinates, raster data reports, or associated tabular attributes supplied by Customer for use in training.
- b. **"Esri Mobile Lab"** means a service in which Esri will deliver and set up a training environment at the Customer's site for use in conjunction with scheduled Esri Training Events only. The Esri Mobile Lab will include certain hardware, software, power cords, and network switches necessary for the instructor to set up the environment.
- c. **"Esri Training Event(s)"** means an Esri site class, Esri instructor-led online class, a Customer site/private class, workshop, or coaching services.
- d. **"Esri Training Event Assistant"** means Customer's primary Esri liaison in organizing private Esri Training Events.
- e. **"Student(s)"** means a Customer employee or agent who is a registered participant in a specific Esri Training Event or Training-related services. If Customer is an individual, then Student means Customer.
- f. **"Training Pass"** means a nonrefundable, nontransferable block of prepaid training days with a fixed price per day training price throughout the Term of the Training Pass.

7.2 Permitted and Prohibited Uses

- a. Esri provides Training Materials for Training purposes only and for the exclusive use of the Student who attends the Training course for which the Training Materials are provided.
- b. Customer may reproduce copies of Training Materials for registered Students.
- c. Customer may not and may not permit any Student to (i) separate the component parts of Training Materials for any use or (ii) use audio or video recording equipment during an Esri Training Event.
- d. Esri may issue temporary Product authorizations if Customer has an insufficient number of Products available for Training. Customer may use such Products as Training Materials under the terms of this Agreement. Customer will uninstall all deployed Products and return any media provided by Esri upon conclusion of the Esri Training Event.
- e. Customer will retain ownership of any Customer-Supplied Training Data.

7.3 Esri's Responsibilities

Esri will

- a. Provide an instructor qualified to conduct Training;
- b. Provide all necessary Training Materials for Student; and
- c. Confirm Esri Training Events approximately 10 business days prior to the scheduled start date. Esri will only confirm Student registrations that include a payment method. Registrations without a confirmed payment method are placed on the reservation waiting list. All reservations on the waiting list are subject to availability. Customer site/Private class and coaching services confirmation is also dependent on receipt of the completed Customer site training request form.

7.4 Customer's Responsibilities

Customer will

- a. Ensure that all Students have received confirmation from Esri to participate in an Esri Training Event. Esri reserves the right to disconnect any Student who permits unregistered student access to an online classroom Esri Training Event. In such case, the full Esri Training Event fee will be invoiced and payable;
- b. Ensure that all Students meet the minimum prerequisites for the applicable Esri Training Event as listed on Esri's training website;
- c. Submit Student registrations in Esri site classes with payment method information at least 15 business days before the scheduled start date;
- d. Provide the Esri Training Event Assistant with a list of names and email addresses of any Students who are to attend an Esri Training Event at least 3 business days before the scheduled start date, for compliance with the US embargoed country lists and the various US Government Lists of Parties of Concern or Specially Designated Nationals lists;
- e. For classes held at the Customer-designated facility, complete a client-site training request form; consult with Esri personnel to determine classroom, computer, and network requirements; and provide all such required classrooms, computers, and network access;
- f. Ensure that Student use of Training Materials provided by Esri complies with the terms of this Agreement; and
- g. Assume full liability and responsibility for Student attending Training course(s) under this Agreement.
- h. If the Esri Mobile Lab is used, Customer will
 1. Take delivery of the Esri Mobile Lab from the shipping agent, and keep it in a secure, locked area at all times;
 2. Immediately report any previously damaged Esri Mobile Lab equipment to the Esri Training Event Assistant upon receipt of the shipment; and
 3. Be financially responsible for loss of, damage to, or theft of Esri Mobile Lab equipment while in Customer's possession.

7.5 Student Registration and Training Event Change Policy

- a. Customer will provide advance written notice to Esri Customer Service at service@esri.com to reschedule or cancel any Esri Training Event or to substitute a student in a scheduled Esri Training Event.
- b. A replacement Student must be from the same Customer organization as the Student being replaced.
- c. If Customer reschedules an Esri Training Event three or fewer days before the scheduled start date, Esri will charge Customer 50 percent of the fee plus the cost of the rescheduled Esri Training Event.
- d. If Customer (i) cancels an Esri Training Event 3 or fewer days before the scheduled start date without concurrently rescheduling or (ii) is absent without notice from the Esri Training Event, Customer will be liable for the full Esri Training Event fee.
- e. If cancellation of an Esri Training Event is necessary due to causes beyond the party's reasonable control, the affected party may reschedule or cancel the Esri Training Event without incurring any liability.
- f. *Termination of Agreement.* Students who are currently registered for an Esri Training Event as of the date of termination of this Agreement may attend the scheduled Esri Training Event, subject to the terms and conditions of this Agreement.

7.6 Invoicing; Prepaid Fees

- a. Esri will invoice Customer upon completion of the Esri Training Event or on purchase of a Training Pass. On Customer request, Esri will invoice in advance for an Esri Training Event.
- b. If Customer is invoiced and pays that invoice prior to the scheduled Esri Training Event, then Customer has 1 year from the date of the invoice to consume Training days. For a multiyear order, Training days must be consumed by the end date specified on the Esri quotation. Thereafter, all prepaid fees are forfeited.
- c. Training Pass redemption rates are described at <https://www.esri.com/training/training-for-organizations/>.

This paragraph does not apply to Training provided under the Advantage Program.

8.0 ADVANTAGE PROGRAM

8.1 Definitions. The following definitions supplement the definitions provided in Attachment A:

- a. **"Activity Description"** means a mutually agreed upon written statement that confirms the number of Learning and Services Credits that Esri estimates is required to perform an activity and authorizes Esri to begin work based on such estimate. The Activity Description serves as the Task Order for Services provided under the Advantage Program.
- b. **"Advantage Program"** means either Advantage Program, as described at www.esri.com/services/eeap/components, or the Advantage Program for Partners, as described at www.esri.com/partners/bpap/components.
- c. **"Authorized Contact"** means Customer's point of contact for the Advantage Program identified below.
- d. **"Learning and Services Credits"** means a contracted unit of exchange that Customer may use to acquire Professional Services, Training, PSS, Esri Managed Cloud Services, or related travel expenses as described below.
- e. **"Premium Support Services" or "PSS"** means a prioritized incident management and technical support program further described at <http://support.esri.com/en/support/premium>.
- f. **"Strategic Advisor"** means an Esri consultant assigned to work with Customer to provide Professional Services such as advising Customer on GIS strategies, facilitating annual account planning, and developing and coordinating a collaborative work plan under the Advantage Program.

8.2 Advantage Program Description. The Advantage Program is provided on an order-by-order, annual subscription basis and provides strategy and planning support in addition to a menu of items including Professional Services, Training, PSS, and Esri Managed Cloud Services that Customer can select to best meet its needs with guidance from Strategic Advisor. The Advantage Program may change from time to time. The Advantage Program includes the following:

- a. **Strategic Advisor.** Customer will receive up to the number of Strategic Advisor hours ordered. Customer may elect to retain additional Strategic Advisor hours for a supplemental price.
- b. **Annual Planning Meeting.** A 1-day annual planning meeting is included.
- c. **Work Plan.** A collaboratively developed document is designed to drive the program's implementation through definition of Customer's GIS vision, goals, and objectives.
- d. **Learning and Services Credits.** Customer will receive the number of Learning and Services Credits ordered. Customer may use the credits toward any combination of Professional Services, Training, PSS, Esri Managed Cloud Services, or related travel expenses. Customer may order, for an additional price, additional Learning and Services Credits. Learning and Services Credits may be exchanged as described at the applicable Advantage Program website. Esri will provide a monthly report outlining usage of Learning and Services Credits to date to the Authorized Contact.
- e. **Technology Webcasts.** Esri will provide an email invitation to the Authorized Contact for webcasts presenting business and technical information related to enterprise GIS.
- f. **No Project Services.** The Advantage Program is not designed for Esri to provide project-specific Professional Services such as custom application or database development for solutions or applications. Esri will not provide these types of Professional Services under the Advantage Program and does not warrant that Deliverables provided under an Advantage Program will comply with Specifications.

8.3 Authorized Contact Information. Customer identifies the following person as its initial Authorized Contact.

(to be completed by Customer):

Contact Name: _____
 Address: _____
 City, State, ZIP: _____

 Email: _____
 Telephone: _____
 Fax: _____

8.4 Current on Maintenance. Customer must remain current on standard Software Maintenance during the Advantage Program term.

8.5 Authorization of Learning and Services Credits Use. Customer will contact its account manager or Strategic Advisor to consume Learning and Services Credits for a particular request. Esri will submit an Activity Description by email to Customer for confirmation and authorization to use Learning and Services Credits. Customer may authorize the consumption of Learning and Services Credits by submitting an email. Esri will begin work and deduct the estimated credit amount stated in the Activity Description from the unused Learning and Services Credits available.

8.6 Activity Descriptions for Esri Managed Cloud Services. The Activity Description for Esri Managed Cloud Services orders must include the following:

- a. **The Esri Managed Cloud Services Term.** The time period in which Esri provides the Esri Managed Cloud Services to Customer. The Esri Managed Cloud Services term does not begin until setup and deployment of the data and application are complete.
- b. **Targeted System Availability.** The minimum percentage of time that Customer has external access to the application and associated Customer Content through the Internet. Examples of supported levels of system availability are 95 percent, 99 percent, and 99.9 percent. Not all EMCS offerings include a Targeted System Availability.
- c. **Number of Anticipated Requests.** A The number of requests made by an end user through a client (e.g., desktop computer, web application, mobile device) and sent to a server(s) that is set up in the Esri Managed Cloud Services Environment by Esri and performs computational tasks on behalf of the end user. An example of a common request used in a GIS is a map request. A map request is made every time a user pans, zooms, or queries a map service.
- d. **Amount of Data Storage.** The storage capacity required to retain digital data, which is to be used and consumed in Customer GIS applications or Cloud Services.
- e. **Learning and Services Credits Consumption.** The price for the Esri Managed Cloud Services in Learning and Services Credits.

The Data storage location may be defined in the Activity Description.

8.7 Travel and Per Diem Expenses. Any Esri travel and per diem expenses will be quoted separately. Travel expenses will include a 15 percent burden, and per diem will be determined in accordance with the full daily limits specified on the government General Services Administration (GSA) website at <https://www.gsa.gov/>. Customer will use Learning and Services Credits for travel and per diem expenses.

8.8 Notification of Consumed Credits. Esri will notify Customer if the authorized Learning and Services Credits are consumed prior to completion of the requested work. Customer may elect to direct the use of additional Learning and Services Credits, if available; procure additional Learning and Services Credits; or notify Esri to stop work on such requested work. Esri reserves the right to stop work if Customer has consumed all its Learning and Services Credits.

8.9 Review of Proposed Activities. Any activities proposed to be completed under the Advantage Program will be subject to Esri's review and approval to ensure alignment with the intent of the program.

8.10 Invoicing

- a. Esri shall invoice Customer as quoted for the Advantage Program subscription, additional Learning and Services Credits, or Strategic Advisor services upon receipt of Customer's order. Subsequently, Esri will invoice annually at least 30 days in advance of the Advantage Program subscription expiration date. Esri will extend the Advantage Program subscription for a subsequent annual term upon receipt of Customer's payment of the renewal invoice. Esri will invoice fees for additional Learning and Services Credits or Strategic Advisor services upon receipt of Customer's order.
- b. Pricing for program renewals and new or additional Services will be in accordance with Esri's standard pricing at the time of purchase or renewal.

8.11 Termination and Expiration. Upon termination or expiration of an Advantage Program subscription:

- a. Services will end as of the expiration or termination date stated; and
- b. Unless either party terminates the Advantage Program subscription for cause, Customer may apply any unused Learning and Services Credits toward any Professional Services, Training, PSS, or related travel expenses that are scheduled as of the termination or expiration date, provided that the Learning and Services Credits are used within 3 months after the termination or expiration date. Any other unused Learning and Services Credits will expire 30 days after the expiration or termination date; if Customer renews the Advantage Program subscription within this time period, any unused Learning and Services Credits will remain valid for up to 2 years from the purchase date or termination of this Agreement, whichever comes first.

ATTACHMENT A GLOSSARY OF TERMS

The following glossary of terms applies to all Esri Offerings and Services that Esri may provide to its customers. Certain Esri Offerings or Services may not be within the scope of this Agreement. Please disregard any terms that are not applicable to Esri Offerings or Services offered under this Agreement.

"Affiliate" means any entity that directly or indirectly (i) Controls; (ii) is Controlled by; or (iii) is under common Control with a party, where "Control" means having more than 50 percent of the voting stock or other voting interest in the Controlled entity.

"API" means application programming interface.

"ArcGIS Website" means www.arcgis.com and any related or successor websites.

"Authorization Code(s)" means any key, authorization number, enablement code, login credential, activation code, token, user name and password, or other mechanism required for use of Esri Offerings.

"Beta" means any alpha, beta, or other prerelease version of a Product.

"Cloud Services" means Online Services and Esri Managed Cloud Services.

"Content" means data, images, photographs, animations, video, audio, text, maps, databases, data models, spreadsheets, user interfaces, graphics components, icons, software, and other resources.

"Control" means having more than 50 percent of the voting stock or other voting interest in the Controlled entity.

"Customer Content" means any Content that Customer provides, uses, or develops in connection with Customer's use of Esri Offerings or Services, including Value-Added Applications. Customer Content excludes any feedback, suggestions, or requests for improvements that Customer provides to Esri.

"Data" means any commercially available digital dataset(s) including, but not limited to, geographic vector data, raster data reports, or associated tabular attributes that Esri bundles with other Esri Offerings or delivers independently.

"Deliverables" means anything that Esri delivers to Customer as a result of performance of Professional Services.

"Documentation" means all user reference documentation that Esri provides with a Deliverable or an Esri Offering.

"Esri Managed Cloud Services" means a Customer-specific cloud infrastructure, Software, Data, and network platform that Esri hosts, manages, and makes available to Customer or Customer's end users via the Internet.

"Esri Offering(s)" means any Product or Documentation. If Esri provides Training or Professional Services directly to Customer, then Esri Offerings also include Deliverables and Training Materials. Esri Offerings exclude Services and Third-Party Content.

"GIS" means geographic information system.

"Maintenance" means a subscription program that Esri provides and that entitles Customer to Product updates and other benefits such as access to technical support and self-paced, web-based learning resources.

"Malicious Code" means software viruses; worms; time bombs; Trojan horses; or any other computer code, files, denial of service, or programs designed to interrupt, destroy, or limit the functionality of any computer software, hardware, or telecommunications equipment.

"Online Services" means any commercially available, Internet-based geospatial system that Esri provides, including applications and associated APIs for storing, managing, publishing, and using maps, data, and other information. Online Services exclude Data and Content.

"Ordering Document(s)" means a sales quotation, Maintenance renewal quote, purchase order, proposal, Task Order, or other document identifying Esri Offerings, updates, or Services that Customer orders.

"Perpetual License" means a license to use a version of the Esri Offering for which applicable license fees have been paid, indefinitely, unless terminated by Esri or Customer as authorized under this Agreement.

"Product(s)" means Software, Data, and Online Services.

"Professional Services" means any development or consulting services that Esri provides to Customer.

"Sample(s)" means sample code, sample applications, add-ons, or sample extensions of Products.

"Service(s)" means Maintenance. If Esri provides Esri Managed Cloud Services, Training, or Professional Services directly to Customer, then Services also include Esri Managed Cloud Services, Training, and Professional Services.

"Software" means any proprietary commercial off-the-shelf software, excluding Data, accessed or downloaded from an Esri-authorized website or that Esri delivers on any media in any format including backups, updates, service packs, patches, hot fixes, or permitted merged copies.

"Specification(s)" means (i) the Documentation for Software and Online Services, (ii) the scope of work set forth in any Task Order, or (iii) Esri's published course descriptions for Training.

"Task Order(s)" means an Ordering Document for Services.

"Term License" means a license for use of an Esri Offering for a limited time period ("Term").

"Third-Party Content" means any Content that Customer may obtain from a third-party website or that persons other than Esri employees, suppliers, or contractors may directly contribute to Esri's website.

"Training" means (i) Product training or (ii) related training that Esri provides under this Agreement.

"Training Materials" means digital or printed content required to complete Training, which may include, but is not limited to, workbooks, data, concepts, exercises, assessments, and exams.

"Value-Added Application(s)" means an application developed by Customer for use in conjunction with the authorized use of any Software, Data, or Online Services.

ATTACHMENT B GENERAL TERMS AND CONDITIONS

The following general terms and conditions apply to all Esri Offerings and Services that Esri may offer to its customers. Certain Esri Offerings or Services may not be available under this Agreement. Please disregard any terms that are not applicable to Esri Offerings or Services offered under this Agreement.

ARTICLE B.1—GENERAL USE RESTRICTIONS

Except as expressly permitted in this Agreement, Customer will not

- a. Sell, rent, lease, sublicense, distribute, lend, time-share, or assign Services or Esri Offerings;
- b. Distribute or provide direct access to Services or Esri Offerings to third parties, in whole or in part, including, but not limited to, extensions, components, or DLLs;
- c. Distribute Authorization Codes to third parties;
- d. Reverse engineer, decompile, or disassemble any Product or Deliverable delivered in compiled form;
- e. Make any attempt to circumvent the technological measure(s) that controls access to or use of Esri Offerings;
- f. Store, cache, use, upload, distribute, or sublicense Content or otherwise use Esri Offerings in violation of Esri's or a third-party's rights, including intellectual property rights, privacy rights, nondiscrimination laws, export laws, or any other applicable law or regulation;
- g. Remove or obscure any Esri or its licensors' patent, copyright, trademark, proprietary rights notices, or legends contained in or affixed to any Esri Offerings, output, metadata file, or online or hard-copy attribution page of any Data or Documentation;
- h. Unbundle or independently use individual or component parts of Esri Offerings;
- i. Incorporate any portion of Esri Offerings into a product or service for third-party use that competes with the Esri Offerings;
- j. Publish or in any other way communicate the results of benchmark tests run on Beta Products without the prior written permission of Esri and its licensors; or
- k. Use, incorporate, modify, distribute, provide access to, or combine any Esri Offerings in a manner that would subject any Esri Offering to open-source or open-database license terms that require any part of the Esri Offering to be
 - 1. Disclosed in source code form to third parties;
 - 2. Licensed to third parties for the purpose of making derivative works; or
 - 3. Redistributable to third parties at no charge.
- l. Generate revenue by providing access to Software or Online Services through a Value-Added Application.

These restrictions will not apply to the extent that they conflict with applicable law or regulation.

ARTICLE B.2—TERM AND TERMINATION

B.2.1 Customer may terminate this Agreement or any Esri Offerings license or subscription at any time upon written notice to Esri. Termination without cause does not entitle Customer to receive any refund of fees paid. Any right to terminate pending Services engagements for convenience is set forth in the applicable section in the body of this Agreement. Either party may terminate this Agreement or any license or subscription for a material breach that is not cured within 30 days of written notice to the breaching party. Upon any termination of this Agreement for breach, Esri will stop providing Services. Any licenses in Esri Offerings that survive termination of this Agreement continue under the terms of this Agreement.

B.2.2 If Esri terminates this Agreement following Customer's breach, then Esri may also, at its election, terminate Customer's licenses or subscriptions to Esri Offerings. If Customer terminates this Agreement for cause or convenience, then Customer may, at its election, also terminate Customer's licenses or subscriptions to Esri Offerings.

B.2.3 Upon any termination or expiration of a license or subscription, Customer will

- a. Stop accessing and using the terminated or expired Esri Offerings;
- b. Clear any client-side data cache derived from the terminated or expired Cloud Services; and
- c. Stop using and uninstall, remove, and destroy all copies of the terminated or expired Esri Offerings in Customer's possession or control, including any modified or merged portions thereof, in any form, and execute and deliver evidence of such actions to Esri or its authorized distributor.

Esri may stop performing Services immediately upon written notice to Customer if a bankruptcy or insolvency proceeding is commenced by or against Customer until the trustee cures any existing defaults and provides adequate assurance of future performance under this Agreement. This Agreement terminates upon the insolvency, liquidation, or dissolution of either party.

ARTICLE B.3—LIMITED WARRANTIES AND DISCLAIMERS

B.3.1 Limited Warranties. Except as disclaimed below, Esri warrants to Customer that (i) Products and Training will substantially comply with the applicable Specifications and (ii) Services will substantially conform to the professional and technical standards of the industry. The warranty period for Esri Offerings offered under a Perpetual License and for Services runs for 90 days from the date of delivery or from the date of acceptance if this Agreement provides an acceptance period. The warranty period for Esri Offerings offered under a subscription or Term License basis runs for the lesser of (i) the duration of the subscription or term or (ii) 90 days from delivery or acceptance if this Agreement provides an acceptance period.

B.3.2 Special Disclaimer. Third-Party Content; Data; Samples; hot fixes; patches; updates; Online Services provided at no charge; and trial, evaluation, and Beta Products are delivered "as is" and without warranty of any kind.

B.3.3 General Disclaimer. Except for the express limited warranties set forth in this Agreement, Esri disclaims all other warranties or conditions of any kind, whether express or implied, including, but not limited to, warranties or conditions of merchantability, fitness for a particular purpose, and noninfringement of intellectual property rights. Esri is not responsible for any nonconformities with Specification or loss, deletion, modification, or disclosure of Customer Content caused by Customer's modification of any Esri Offering other than as specified in the Documentation. Esri does not warrant that Esri Offerings, or Customer's operation of the same, will be uninterrupted, error free, fault tolerant, or fail-safe or that all nonconformities can or will be corrected. Esri Offerings are not designed, manufactured, or intended for use in environments or applications that may lead to death, personal injury, or physical property or environmental damage. Customer should not follow any navigational route suggestions that appear to be hazardous, unsafe, or illegal. Any such uses will be at Customer's own risk and cost.

B.3.4 Disclaimers

- a. **Internet Disclaimer.** Neither party will be liable for damages under any theory of law related to the performance or discontinuance of operation of the Internet or to regulation of the Internet that might restrict or prohibit the operation of Cloud Services.
- b. **Third-Party Websites; Third-Party Content.** Esri is not responsible for any third-party website or Third-Party Content that appears in or is referenced by Esri Offerings or Esri websites, including www.esri.com and www.arcgis.com. Providing links to third-party websites and resources does not imply an endorsement, affiliation, or sponsorship of any kind.

B.3.5 Exclusive Remedy. Customer's exclusive remedy and Esri's entire liability for breach of the limited warranties in this section will be to replace any defective media and to (i) repair, correct, or provide a workaround for the applicable Esri Offering or Services or (ii) at Esri's election, terminate Customer's right to use and refund the fees paid for Esri Offerings or Services that do not meet Esri's limited warranties.

ARTICLE B.4—LIMITATION OF LIABILITY

B.4.1 Disclaimer of Liability. Neither Customer, Esri, nor any Esri distributor or licensor will be liable for any indirect, special, incidental, or consequential damages; lost profits; lost sales; loss of goodwill; costs of procurement of substitute goods or services; or damages exceeding the applicable license fees, or current subscription fees, or Services fees paid or owed to Esri for the Esri Offerings or Services giving rise to the cause of action.

B.4.2 The limitations and exclusions of liability in the preceding paragraph do not apply to Customer's infringement, misuse, or misappropriation of Esri's or Esri's licensors' intellectual property rights, either party's indemnification obligations, gross negligence, willful misconduct, or violations of the Export Compliance clause of this Agreement or any applicable law or regulation.

B.4.3 Applicability of Disclaimers and Limitations. Esri or its authorized distributor has set its fees and entered into this Agreement in reliance on the disclaimers and limitations in this Agreement; the fees reflect an allocation of risk that is an essential basis of the bargain between the parties. **These limitations will apply whether or not a party is aware of the possibility of any damage and notwithstanding any failure of essential purpose of any exclusive, limited remedy.**

B.4.4 The foregoing disclaimers, limitations, and exclusions may be invalid in some jurisdictions and apply only to the extent permitted by applicable law or regulation in Customer's jurisdiction. Customer may have additional rights that may not be waived or disclaimed. Esri does not seek to limit Customer's warranty or remedies to any extent not permitted by law.

ARTICLE B.5—INDEMNIFICATIONS

B.5.1 Definitions. The following definitions supplement the definitions provided in Attachment A:

- a. **"Claim"** means any claim, action, or demand by a third party.
- b. **"Indemnitees"** means Customer and its directors, officers, and employees.
- c. **"Infringement Claim(s)"** means any Claim alleging that Customer's use of or access to any Esri Offering or Service infringes a patent, copyright, trademark, or trade secret.
- d. **"Loss(es)"** means expenditure, damage award, settlement amount, cost, or expense, including awarded attorneys' fees.

B.5.2 Infringement Indemnity

- a. Esri will defend, hold all Indemnitees harmless from, and indemnify any Loss arising out of an Infringement Claim.
- b. If Esri determines that an Infringement Claim is valid, Esri may, at its expense, either (i) obtain rights for Customer to continue using the Esri Offerings or Services or (ii) modify the Esri Offerings or Services while maintaining substantially similar functionality. If neither alternative is commercially reasonable, Esri may terminate Customer's right to use the Esri Offerings or Services and will refund any (a) license fees that Customer paid for the infringing Esri Offerings or Services acquired under a Perpetual License, prorated on a 5-year, straight-line depreciation basis beginning from the initial date of delivery or (b) unused portion of fees paid for Term Licenses, Subscriptions, and Maintenance.
- c. Esri has no obligation to defend an Infringement Claim or to indemnify Customer to the extent the Infringement Claim arises out of (i) the combination or integration of Esri Offerings or Services with a product, process, system, or element that Esri has not supplied or specified in the Specification; (ii) alteration of Esri Offerings or Services by anyone other than Esri or its subcontractors; (iii) compliance with Customer's specifications; or (iv) use of Esri Offerings or Services after Esri either provides a modified version to avoid infringement or terminates Customer's right to use the Esri Offerings or Services.

B.5.3 General Indemnity. Esri will defend and hold all Indemnitees harmless from, and indemnify any Loss arising out of, any Claim for bodily injury, death, or tangible or real property damage brought against any of the Indemnitees to the extent arising from any negligent act or omission or willful misconduct by Esri or its directors, officers, employees, or agents performing Services while on Customer's site.

B.5.4 Conditions for Indemnification. As conditions for indemnification, Indemnitee will (i) promptly notify Esri in writing of the Claim, (ii) provide all available documents describing the Claim, (iii) give Esri sole control of the defense of any action and negotiation related to the defense or settlement of any Infringement Claim, and (iv) reasonably cooperate in the defense of the Infringement Claim at Esri's request and expense.

B.5.5 This section sets forth the entire obligation of Esri, its authorized distributor, and its licensors regarding any Claim for which Esri must indemnify Customer.

ARTICLE B.6—INSURANCE

If Esri is providing Services, Esri will carry, at a minimum, the following coverage:

- a. Comprehensive general liability or commercial general liability with a minimum coverage of \$1,000,000.00 (US dollars) combined single limit per occurrence for bodily injury, including death, and property damage liability to include the following:
 1. Premises and operations;
 2. Blanket contractual liability;
 3. Broad form property damage;
 4. Independent contractors;
 5. Personal injury, with employee exclusion deleted; and
 6. Completed operations.
- b. Workers' compensation insurance, with waiver of subrogation, in an amount that complies with statutory limits.

ARTICLE B.7—SECURITY AND COMPLIANCE

B.7.1 Security. Esri publishes its security capabilities at <http://trust.arcgis.com>. Customer may give Esri personnel access to Customer systems or to Customer or third-party personal information, controlled information, or sensitive data if access is essential for Esri's performance of Services and if Esri expressly agrees to such access. Esri will use reasonable administrative, technical, and physical safeguards to protect such data and guard against unauthorized access. Customer bears responsibility to (i) confirm that Esri's published security and privacy controls meet all applicable legal requirements for protection of Customer Content and (ii) upload or share Customer Content through Cloud Services only when it is legal to do so. Esri is not responsible to review Customer Content to ensure compliance with applicable laws and regulations. Customer must contact Esri at securesupport@esri.com for further instruction before providing any Customer Content that requires security measures other than Esri's published security capabilities.

B.7.2 Malicious Code. Esri will use commercially reasonable efforts to ensure that Esri Offerings will not transmit any Malicious Code to Customer. Esri is not responsible for Malicious Code that Customer introduces to Esri Offerings or that is introduced through Third-Party Content.

B.7.3 Export Compliance. Each party will comply with all applicable export laws and regulations, including the US Department of Commerce's Export Administration Regulations (EAR), the US Department of State's International Traffic in Arms Regulations (ITAR), and other applicable export laws. Customer will not export, reexport, transfer, release, or otherwise dispose of, in whole or in part, or permit access to or transfer or use of Services or Esri Offerings to any United States embargoed countries or denied entities or persons except in accordance with all then-current applicable US government export laws and regulations. Customer will not export, reexport, transfer, or use Services or Esri Offerings for certain missile, nuclear, chemical, or biological activities or end uses without proper authorization from the US government. Customer shall immediately notify Esri in writing if any US government entity or agency denies, suspends, or revokes Customer's export privileges. Customer will not upload, store, or process in Cloud Services any Customer Content that (i) has an Export Control Classification Number (ECCN) other than EAR99 or (ii) is controlled for export from the United States under ITAR. Customer will notify Esri in advance if Esri's performance of any Services or provision of any Esri Offerings is related to any defense article, defense service, or technical data, as defined under the ITAR Sections 120.6, 120.9, and 120.10, respectively; Esri will not perform any such Services or provide any such Esri Offerings until Esri obtains any

necessary export license from the US government. Customer will reasonably assist Esri in applying for and obtaining an export license if needed.

B.7.4 Privacy. Esri will process personal data according to the terms of the Data Processing Addendum available at <https://www.esri.com/en-us/privacy/privacy-gdpr>.

ARTICLE B.8—CLOUD SERVICES

B.8.1 Prohibited Uses. Customer shall not provide Customer Content or otherwise access or use Cloud Services in a manner that

- a. Creates or transmits spam, spoofings, or phishing email or offensive or defamatory material; or stalks or makes threats of physical harm;
- b. Stores or transmits any Malicious Code;
- c. Violates any law or regulation;
- d. Infringes or misappropriates the rights of any third party;
- e. Probes, scans, or tests the vulnerability of Cloud Services or breach any security or authentication measures used by Cloud Services without written approval from Esri's product security officer; or
- f. Benchmarks the availability, performance, or functionality of Cloud Services for competitive purposes.

B.8.2 Service Interruption. System failures or other events beyond Esri's reasonable control may interrupt Customer's access to Cloud Services. Esri may not be able to provide advance notice of such interruptions.

B.8.3 Customer Content

- a. Customer grants Esri and its subcontractors a nonexclusive, nontransferable, worldwide right to host, run, modify, and reproduce Customer Content as needed to provide Cloud Services to Customer. Esri will not access, use, or disclose Customer Content without Customer's written permission except as reasonably necessary to support Customer's use of Cloud Services. Except for the limited rights granted to Esri under this Agreement, Customer retains all its rights, title, and interest in the Customer Content.
- b. If Customer accesses Cloud Services with an application provided by a third party, Esri may disclose Customer Content to such third party as necessary to enable interoperation between the application, Cloud Services, and Customer Content.
- c. Esri may disclose Customer Content if required to do so by law or regulation or by order of a court or other government body, in which case Esri will reasonably attempt to limit the scope of disclosure.
- d. When Customer's use of Cloud Services ends, Esri will either
 - (i) Make Customer Content available to Customer for download for a period of 30 days unless Customer requests a shorter window of availability or Esri is legally prohibited from doing so; or
 - (ii) Download all Customer Content in Esri's possession to a medium of Customer's choosing and deliver such Customer Content to Customer.

Esri will have no further obligations to store or return Customer Content at the conclusion of the Cloud Services.

B.8.4 Removal of Customer Content. Esri may remove or delete Customer Content if there is reason to believe that uploading Customer Content to or using it with Cloud Services materially violates this Agreement. If reasonable under these circumstances, Esri will notify Customer before removing Customer Content. Esri will respond to any Digital Millennium Copyright Act takedown notices in accordance with Esri's copyright policy, available at www.esri.com/legal/dmca_policy.

B.8.5 Service Suspension. Esri may suspend access to Cloud Services (i) if Customer materially breaches this Agreement and fails to timely cure the breach; (ii) if Esri reasonably believes that Customer's use of Cloud Services will subject Esri to immediate liability or adversely affect the integrity, functionality, or usability of the Cloud Services; (iii) for scheduled maintenance; (iv) to enjoin a threat or attack on Cloud Services; or (v) if Cloud Services become prohibited by law or regulated to a degree that continuing to provide them would impose a

commercial hardship. When feasible, Esri will notify Customer of any Cloud Services suspension beforehand and give Customer reasonable opportunity to take remedial action.

Esri is not responsible for any damages, liabilities, or losses that may result from any interruption or suspension of Cloud Services or removal of Customer's content as described above.

B.8.6 Notice to Esri. Customer will promptly notify Esri if Customer becomes aware of any unauthorized use of Customer's subscription or any other breach of security regarding Cloud Services.

ARTICLE B.9—GENERAL PROVISIONS

B.9.1 Payment. Customer will pay each correct invoice no later than 30 days after receipt and will remit payment to the address stated on the invoice. Customers outside the United States will pay the distributor's invoices in accordance with the distributor's payment terms.

B.9.2 Feedback. Esri may freely use any feedback, suggestions, or requests for Product improvement that Customer provides to Esri.

B.9.3 Patents. Customer may not seek, and may not permit any other user to seek, a patent or similar right worldwide that is based on or incorporates any Products. This express prohibition on patenting will not apply to Customer's software and technology except to the extent that Products, or any portion thereof, are part of any claim or preferred embodiment in a patent application or a similar application.

B.9.4 Restrictions on Solicitation. Neither party will solicit for hire any employee of the other party who is associated with the performance of Services during the performance of the Services and for a period of 1 year thereafter. This does not restrict either party from publicly advertising positions for hire in newspapers, professional magazines, or Internet postings.

B.9.5 Taxes and Fees; Shipping Charges. Pricing of Esri Offerings and Services that Esri quotes to Customer is exclusive of any and all applicable taxes or fees including, but not limited to, sales tax, use tax, or value-added tax (VAT); customs, duties, or tariffs; shipping and handling charges; and vendor enrollment fees. Esri will add any fees that it is required to pay to the total amount of its invoice to Customer. Esri may include estimated taxes and shipping and handling charges in its quotations but may adjust these fees on invoicing. For Customers outside the United States, the distributor may quote taxes or fees in accordance with its own policies.

B.9.6 Compliance Review. Customer will keep accurate and complete records and accounts pertaining to its compliance with its obligations under this Agreement. Esri or its authorized distributor may conduct a compliance review of these records and accounts with no less than 14 business days' written notice or may appoint an independent third party to conduct such a compliance review on its behalf. Customer will promptly correct any noncompliance identified during the compliance review. Neither Esri nor Esri's distributor may conduct a compliance review of Customer within 12 months after the conclusion of any prior compliance review that does not reveal any material Customer noncompliance.

B.9.7 No Implied Waivers. The failure of either party to enforce any provision of this Agreement is not a waiver of the provisions or of the right of such party thereafter to enforce that or any other provision.

B.9.8 Severability. If any provision of this Agreement is held to be unenforceable for any reason, (i) such provision will be reformed only to the extent necessary to make the intent of the language enforceable, and (ii) all other provisions of this Agreement will remain in effect.

B.9.9 Successor and Assigns. Customer will not assign, sublicense, or transfer Customer's rights or delegate Customer's obligations under this Agreement without Esri's and its authorized distributor's prior written consent, and any attempt to do so without consent will be void. This Agreement will be binding on the respective successors and assigns of the parties to this Agreement. Notwithstanding, a contractor under contract to the government to deliver Products may assign this Agreement and Products acquired for delivery to its government customer upon written notice to Esri, provided the government customer assents to the terms of this Agreement.

Upon mutual agreement, Esri's Affiliates may provide Services under the terms of this Agreement; in such cases, the Ordering Documents will identify the Affiliate as the party that provides the Services. Esri's distributors are not Affiliates of Esri.

B.9.10 Survival of Terms. The Glossary of Terms and provisions of the following Articles of these General Terms and Conditions will survive the expiration or termination of this Agreement: "Limited Warranties and Disclaimers," "Limitation of Liability," "Indemnifications," and "General Provisions."

B.9.11 US Government Customer. The Products are commercial items, developed at private expense, provided to Customer under this Agreement. If Customer is a US government entity or US government contractor, Esri licenses or provides subscriptions to Customer in accordance with this Agreement under FAR Subparts 12.211/12.212 or DFARS Subpart 227.7202. Esri Data and Online Services are licensed or subscribed under the same DFARS Subpart 227.7202 policy as commercial computer software for acquisitions made under DFARS. Products are subject to restrictions, and this Agreement strictly governs Customer's use, modification, performance, reproduction, release, display, or disclosure of Products. Agreement provisions that are inconsistent with federal law regulation will not apply. A US government Customer may transfer Software to any of its facilities to which it transfers the computer(s) on which it has installed such Software. If any court, arbitrator, or board holds that a US government Customer has greater rights to any portion of Products under applicable public procurement law, such rights will extend only to the portions affected. ArcGIS Online has been granted FedRAMP tailored low authorization but does not meet higher security requirements including those found in DFARS 252.239-7010.

B.9.12 Governing Law. This Agreement is not subject to the United Nations Convention on Contracts for the International Sale of Goods.

- a. **Government Entities.** If Customer is a government entity, the applicable laws of Customer's jurisdiction govern this Agreement.
- b. **Nongovernment Entities.** US federal law and the law of the State of California exclusively govern this Agreement, excluding their respective choice of law principles.

B.9.13 Dispute Resolution. The parties will use the following dispute resolution processes:

- a. **Equitable Relief.** Either party will have the right to seek an injunction, specific performance, or other equitable relief in any court of competent jurisdiction without the requirement of posting a bond or proving injury as a condition for relief.
- b. **US Government Agencies.** This Agreement is subject to the Contract Disputes Act of 1978, as amended (41 USC 601–613).
- c. **Other Government Entities.** Esri will comply with mandatory dispute resolutions under applicable law.
- d. **Arbitration.** Except as noted above, the parties will submit to binding arbitration to resolve any dispute arising out of or relating to this Agreement that cannot be settled through negotiation. If Customer is in the United States or one of its territories or outlying areas, the Commercial Arbitration Rules of the American Arbitration Association will govern the arbitration proceedings. If Customer is outside the United States, the Rules of Arbitration of the International Chamber of Commerce will govern the proceedings. The parties will select a single arbitrator in accordance with the applicable arbitration rules. The language of the arbitration will be English. Arbitration will be at an agreed-upon location. Either party will, at the request of the other, make available documents or witnesses relevant to the major aspects of the dispute.

B.9.14 Force Majeure. A party will not be liable for any failure of or delay in the performance of this Agreement for the period that such failure or delay is due to causes beyond the party's reasonable control. Such causes may include, but are not limited to, acts of God, war, strikes, labor disputes, cyber attacks, laws, regulations, government orders, or any other force majeure event.

B.9.15 Independent Contractor. Esri is and at all times will be an independent contractor. Nothing in this Agreement creates an employer/employee, principal/agent, or joint venture relationship between Esri or its authorized distributor and Customer. No party has any authority to enter into contracts on behalf of another party or otherwise act on behalf of another party.

B.9.16 Notice. Customer may send notices required under this Agreement to Esri at the following address:

Environmental Systems Research Institute, Inc.
Attn.: Contracts and Legal Department
380 New York Street
Redlands, CA 92373-8100
USA
Tel.: 909-793-2853
Email: LegalNotices@esri.com

**ATTACHMENT C
SAMPLE TASK ORDER**

Esri Agreement No. _____
Task Order No. _____

In accordance with the terms and conditions of the above-referenced Agreement between Environmental Systems Research Institute, Inc. ("Esri"), and _____ ("Customer"), _____ ("Customer Address"), this Task Order authorizes preparation and provision of the Deliverables described and in accordance with the terms, schedule, and start/end date(s) specified below.

1. Scope of Work: *[As applicable, specifically identify and describe Deliverables including custom code, map data, technical data (including technical assistance), and the resources to be provided by Customer (including Customer-supplied personnel, software, hardware, and digital or hard-copy data) and place of delivery and location where technical assistance will be provided.]*

In addition to the foregoing, Customer agrees that its employees, representatives, and subcontractors will cooperate and communicate with Esri during performance of this Task Order. Without cost to Esri, Customer shall provide, allow access to, or assist Esri in obtaining all data Esri requests for performance of this Task Order, including, but not limited to, (1) copies of previously prepared reports, maps, plans, surveys, records, and other documents in the control or possession of Customer and (2) copies of ordinances, codes, regulations, or other governmental documents.

2. Contract Type: *[Firm Fixed Price (FFP) or Time and Materials (T&M)]*:
3. Total Task Order Value (if FFP) or Not-to-Exceed Value (if T&M):
4. Customer Address for the Receipt of Esri Invoices:
5. Delivery Schedule or Start/End Date(s) for Each Deliverable:
6. Special Considerations:
7. Esri Project Manager: *[insert name, telephone, fax, and email address]*
Esri Senior Contract Administrator: *[insert name, telephone, fax, and email address]*
Customer Project Manager: *[insert name, telephone, fax, and email address]*
Customer Senior Contract Administrator: *[insert name, telephone, fax, and email address]*
Customer Accounts Payable Contact: *[insert name, telephone, fax, and email address]*

ACCEPTED AND AGREED:

[sample only—do not sign]
(Customer)

Signature: [sample only—do not sign]

Printed Name: _____

Title: _____

Date: _____

**ENVIRONMENTAL SYSTEMS
RESEARCH INSTITUTE, INC.**
(Esri)

Signature: [sample only—do not sign]

Printed Name: _____

Title: _____

Date: _____

**ATTACHMENT D
TIME AND MATERIALS RATE SCHEDULE**

See Quotation for Pricing.



Esri Inc
380 New York Street
Redlands CA 92373

Subject: Renewal Quotation

Date: 09/28/2021
To: Sung-Jun Kim
Organization: City of Columbia
IT
Fax #: 803-733-8297 **Phone #:** 803-545-3266

From: Jen Clasen
Fax #: 909-307-3083 **Phone #:** 888-377-4575 Ext. 1684
Email: JClasen@esri.com

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

Quotation #26042958
Document Date: 09/20/2021

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

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

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

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

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

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

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

**esri**

380 New York Street
 Redlands, CA 92373
 Phone: 888-377-4575/1684
 Fax #: 909-307-3083

10.a

Quotation

Date: 09/20/2021**Quotation Number:** 26042958

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

Customer Number: 22711

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

Send Purchase Orders To:

Environmental Systems Research Institute, Inc.
 380 New York Street
 Redlands, CA 92373-8100
 Attn: Jen Clasen

Please include the following remittance address on your Purchase Order:

Environmental Systems Research Institute, Inc.
 P.O. Box 741076
 Los Angeles, CA 90074-1076

Item	Qty	Material#	Unit Price	Extended Price
Per the terms and conditions in your Esri Enterprise License Agreement, your organization is required to provide an annual usage report. This report should detail all deployments made under this agreement for your previous term, and should be provided to Esri as an Excel spreadsheet. The annual usage report must include actual license counts by product, licensee, and location. Please return your report via email to ea_usage_reports@esri.com. Thank you in advance for your prompt attention to this matter.				
10	2	157002 ArcGIS Navigator for ArcGIS Online Term License Start Date: 12/20/2021 End Date: 12/19/2022	60.00	120.00
1010	1	168181 Populations of 125,001-150,000 Small Government Term Enterprise License Agreement Start Date: 12/20/2021 End Date: 12/19/2022	100000.00	100,000.00

Quotation is valid for 90 days from document date.

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

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

Issued By: Jen Clasen **Ext:** 1684

[CSBATCHDOM]

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


esri[®]

380 New York Street
 Redlands, CA 92373
 Phone: 888-377-4575/1684
 Fax #: 909-307-3083

Quotation

Page 2

Date: 09/20/2021

Quotation Number: 26042958

Item	Qty	Material#	Unit Price	Extended Price
2010	1	173453	1,500.00	1,500.00
		ArcGIS Drone2Map for ArcGIS Online Term License		
		Start Date: 12/20/2021		
		End Date: 12/19/2022		

Item Subtotal	101,620.00
Estimated Taxes	120.00
Total	USD 101,740.00

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

[CSBATCHDOM]


esri[®]

380 New York Street
Redlands, CA 92373
Phone: 888-377-4575/1684
Fax #: 909-307-3083

Quotation

Page 3

Date: 09/20/2021

Quotation Number: 26042958

Item	Qty	Material#	Unit Price	Extended Price
------	-----	-----------	------------	----------------

Renewal Options:

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

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

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

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

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

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

[CSBATCHDOM]


esri[®]

380 New York Street
 Redlands, CA 92373
 Phone: 888-377-4575/1684
 Fax #: 909-307-3083

Quotation

Page 4

Date: 09/20/2021

Quotation No: 26042958

Customer No: 22711

Item	Qty	Material#	Unit Price	Extended Price
------	-----	-----------	------------	----------------

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

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

Please check one of the following:

☐ I agree to pay any applicable sales tax.

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

 Signature of Authorized Representative

 Date

 Name (Please Print)

 Title

[CSBATCHDOM]



R 213523

Renewal Order prepared by:

Jenny McPherson
jenny.mcpherson@centralsquare.com

Renewal Order #: Q-61003

Start Date: December 1, 2021

End Date: November 30, 2022

Billing Frequency: Yearly

Renewal Order prepared for:

Missy Caughman, Budget & Program Management Director
City of Columbia
PO Box 147
Columbia, SC 29217
(803) 545-3201

Thank you for your continued business. We at CentralSquare appreciate and value our relationship and look forward to serving you in the future. CentralSquare provides software that powers over 8,000 communities. More information about all of our products can be found at www.centralsquare.com.

WHAT SOFTWARE IS INCLUDED?

PRODUCT NAME	QUANTITY	UNIT PRICE	TOTAL
ONESolution Accounts Payable Annual Maintenance Fee	1	0.00 USD	0.00 USD
ONESolution Accounts Receivable Annual Maintenance Fee	1	0.00 USD	0.00 USD
ONESolution Bank Reconciliation Annual Maintenance Fee	1	0.00 USD	0.00 USD
ONESolution Bid and Quote Management Annual Maintenance Fee	1	0.00 USD	0.00 USD
ONESolution Bid Online Annual Maintenance Fee	1	0.00 USD	0.00 USD
ONESolution Budgeting w/ Budget Item Detail Annual Maintenance Fee	1	0.00 USD	0.00 USD
ONESolution Cash Receipts Annual Maintenance Fee	1	0.00 USD	0.00 USD
ONESolution Click, Drag, and Drill Annual Maintenance Fee	1	0.00 USD	0.00 USD
ONESolution Contract Management Annual Maintenance Fee	1	0.00 USD	0.00 USD

MORE INFORMATION AT CENTRALSQUARE.COM



Renewal Order prepared by:
Jenny McPherson
jenny.mcpherson@centralsquare.com

ONESolution Documents Online Annual Maintenance Fee	1	0.00 USD	0.00 USD
ONESolution Easy Laser Forms Annual Maintenance Fee	1	0.00 USD	0.00 USD
ONESolution Employee Online Annual Maintenance Fee	1	0.00 USD	0.00 USD
ONESolution Employee Online Annual Maintenance Fee	1	0.00 USD	4,665.87 USD
ONESolution Finance Other Annual Maintenance Fee	1	0.00 USD	0.00 USD
ONESolution Finance Other Annual Maintenance Fee	1	0.00 USD	208,936.66 USD
ONESolution Finance Work Orders Annual Maintenance Fee	1	0.00 USD	0.00 USD
ONESolution Financials Core-IFAS Annual Maintenance Fee	1	0.00 USD	2,575.01 USD
ONESolution Fixed Assets Annual Maintenance Fee	1	0.00 USD	0.00 USD
ONESolution General Ledger Annual Maintenance Fee	1	0.00 USD	0.00 USD
ONESolution Grants Management Annual Maintenance Fee	1	0.00 USD	0.00 USD
ONESolution Hassle Free Support Annual Maintenance Fee	1	0.00 USD	0.00 USD
ONESolution Human Resources Annual Maintenance Fee	1	0.00 USD	0.00 USD
ONESolution Job/Project Ledger Annual Maintenance Fee	1	0.00 USD	0.00 USD
ONESolution Payroll Annual Maintenance Fee	1	0.00 USD	0.00 USD



Renewal Order prepared by:
Jenny McPherson
jenny.mcperson@centralsquare.com

ONESolution Person/Entity Annual Maintenance Fee	1	0.00 USD	0.00 USD
ONESolution Position Budgeting Annual Maintenance Fee	1	0.00 USD	0.00 USD
ONESolution Project Allocation Annual Maintenance Fee	1	0.00 USD	0.00 USD
ONESolution Purchasing Annual Maintenance Fee	1	0.00 USD	0.00 USD
ONESolution Stores Inventory Annual Maintenance Fee	1	0.00 USD	0.00 USD
ONESolution Time Card Online Annual Maintenance Fee	1	0.00 USD	0.00 USD

Renewal Order Total: 216,177.54 USD

Billing Information

Fees will be payable within 30 days of invoicing.

Please note that the Unit Price shown above has been rounded to the nearest two decimal places for display purposes only. The actual price may include as many as five decimal places. For example, an actual price of \$21.37656 will be shown as a Unit Price of \$21.38. The Total for this quote has been calculated using the actual prices for the product and/or service, rather than the Unit Price displayed above.

Prices shown do not include any taxes that may apply. Any such taxes are the responsibility of the Customer. This is not an invoice.

For customers based in the United States or Canada, any applicable taxes will be determined based on the laws and regulations of the taxing authority(ies) governing the "Ship To" location provided by Customer on the Renewal Order Form.

MORE INFORMATION AT CENTRALSQUARE.COM



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

TO: Teresa B. Wilson, City Manager **DATE:** 11/3/2021

CC: Jeff Palen, Assistant City Manager for Economic & Financial Services / CFO
 Sylvia White, CIO

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

RE: IFAS Upgrade to ONESolution

We are requesting City Council approval of the Central Square Solutions Agreement for the implementation services to upgrade from IFAS to ONESolution a new cloud based license agreement. ONESolution (f/k/a IFAS) is an ERP (enterprise resource planning) system and is the fully integrated system of the City's core Financial, Human Resources, Purchasing, Contract Management, Budgeting and Payroll system.

The upgrade will help to improve this critical infrastructure application used by the City in providing:

- Additional tools for financial reporting and user-friendly report development, to include comprehensive annual financial report development;
- Increased efficiency through elimination of manual processes with use of workflow, ability to schedule process and other activities;
- Improved end-user and management of budget and employee information through interactive dashboards and analytics;
- Enhanced internal controls through better system audit capabilities.

Upgrading to a cloud-based solution is in line with Information Technology Department's efforts to move to a cloud-based, hosted solution environment for critical city infrastructure applications. The benefits of a cloud-based, hosted solution provides for enhanced disaster recovery, improved application support and ability to stay current with application updates.

Success of the ERP system relies heavily on business processes and active participation of Subject Matter Experts (SME) from the Finance Director, Human Resources, Administration, Budget Office, Program Management and Information Technology along with key staff from other departments. The upgrade is estimated to take between 12-14 months. The project will require significant input from staff while maintaining regular duties and other special projects, migrating to a cloud-based solution and scheduling between other important City processes such as the annual audit, open enrollment, and other year-end regulatory processes.

The total cost for this agreement with CentralSquare is \$854,155 and reflects two components:

Software License	\$252,720
<i>Finance Enterprise Modules</i>	

Implementation Professional Services	\$601,435
<i>Implementation services are a fixed fee and includes consulting for business process, data conversion, project management, training, and technical services.</i>	

The total budget for this project is \$1,250,000 and includes additional costs for project management services and potential staff augmentation if needed.

Also on City Council's November 9th agenda is the annual support and maintenance of our current IFAS version. This cost provides support of our current, live application that will continue to be in operation until the upgrade is complete.

We appreciate Executive Management's support and City Council's approval of this significant upgrade of a critical application used by every city department and city employee. Staff is eager to begin this upgrade and welcome the highly anticipated improvements that the upgraded solution will bring.

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

CentralSquare Solutions Agreement

This CentralSquare Solutions Agreement (the "**Agreement**"), effective as of the latest date shown on the signature block below (the "**Effective Date**"), is entered into between **CentralSquare Technologies, LLC**, a Delaware Limited Liability Company with its principal place of business in Lake Mary, FL ("**CentralSquare**") and the **City of Columbia, South Carolina** ("**Customer**"), together with CentralSquare, the "**Parties**", and each, a "**Party**".

WHEREAS, CentralSquare licenses and gives access to certain software applications ("**Solutions**") to its customers and also provides maintenance, support, migration, installation and other professional services; and

WHEREAS, Customer desires to license and/or gain access to certain Solutions and receive professional services described herein, and CentralSquare desires to grant and provide Customer license and access to such offerings as well as to support them with professional services, subject to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, by the signatures of their duly authorized representative below, the Parties intending to be legally bound, agree to all of the following provisions and exhibits of this Agreement:

CentralSquare Technologies, LLC	City of Columbia, SC
1000 Business Center Dr. Lake Mary, FL 32746	City of Columbia, SC
By:	By:
Print Name:	Print Name: Teresa Wilson
Print Title:	Print Title: City Manager
Date Signed:	Date Signed:

1. **Solution: Finance Enterprise (migration from IFAS)**

2. **Term.**

- 2.1. Initial Term. The Initial Term of this Agreement commences as of the Effective Date and will continue in effect for five (5) years from such date unless terminated earlier pursuant to any of the Agreement's express provisions (the "**Initial Term**").
- 2.2. Renewal Term. This Agreement will automatically renew for additional successive one (1) year terms unless earlier terminated pursuant to any of the Agreement's provisions (a "**Renewal Term**" and, collectively, with the Initial Term, the "**Term**").
- 2.3. Non-Renewal. Either party may elect to end renewal of the contract by issuing a notice of non-renewal, in writing, to the other party six (6) months prior to the expiration of the current contract term.

3. **Fees**. In consideration of the rights and services granted by CentralSquare to Customer under this Agreement, Customer shall make payments to CentralSquare pursuant to the amounts and payment terms outlined in Exhibit 1 (the "**Project Cost Summary**").

4. Definitions. Capitalized terms not otherwise defined in this Agreement have the meanings set forth below:

- 4.1. "**Action**" means any claim, action, cause of action, demand, lawsuit, arbitration, inquiry, audit, notice of violation, proceeding, litigation, citation, summons, subpoena, or investigation of any nature, civil, criminal, administrative, regulatory or other, whether at law, in equity, or otherwise.
- 4.2. "**Affiliate**" of a Person means any other Person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such Person.
- 4.3. "**Authorized User**" means Customer's employees, consultants, contractors, and agents who are authorized by Customer to access and use the Solutions under the rights granted to Customer pursuant to this Agreement, and for whom access to the Solutions has been purchased.
- 4.4. "**Baseline**" means the version of a Solution updated to the particular time in question through CentralSquare's warranty services and maintenance, but without any other modification whatsoever.

APPROVED AS TO FORM


 Legal Department City of Columbia, SC
 Approved as to form - 10/26/2021 jmp

- 4.5. **"Component System"** means any one of the Solutions identified in Exhibit 1, including all copies of Source Code, Object Code and all related specifications, Documentation, technical information, and all corrections, modifications, additions, development work, improvements and enhancements to and all Intellectual Property Rights for such Component System.
- 4.6. **"Confidential Information"** means the Software and Customizations in any embodiment, and either party's technical and business information relating to inventions or software, research and development, future product specifications, engineering processes, costs, profit or margin information, marketing and future business plans as well as any and all internal Customer and employee information, and any information exchanged by the parties that is clearly marked with a confidential, private or proprietary legend.
- 4.7. **"Customer Data"** means information, data, and content, in any form or medium, collected, downloaded, or otherwise received, directly or indirectly from Customer, an Authorized User or end-users by or through the Solutions, provided the data is not personally identifiable and not identifiable to Customer.
- 4.8. **"Custom Modification"** means a change that CentralSquare has made at Customer's request to any Component System in accordance with a CentralSquare -generated specification, but without any other changes whatsoever by any Person.
- 4.9. **"Customer Systems"** means the Customer's information technology infrastructure, including computers, software, hardware, databases, electronic systems (including database management systems), and networks, whether operated by Customer or through the use of third-party services.
- 4.10. **"Defect"** means a material deviation between the Baseline Solution and its Documentation, for which Defect Customer has given CentralSquare enough information to enable CentralSquare to replicate the deviation on a computer configuration that is both comparable to the Customer Systems and that is under CentralSquare's control. Further, with regard to each Custom Modification, Defect means a material deviation between the Custom Modification and the CentralSquare generated specification and documentation for such Custom Modification, and for which Defect Customer has given CentralSquare enough information to enable CentralSquare to replicate the deviation on a computer configuration that is both comparable to the Customer Systems and that is under CentralSquare's control.
- 4.11. **"Documentation"** means any manuals, instructions, or other documents or materials that CentralSquare provides or makes available to Customer in any form or medium and which describe the functionality, components, features, or requirements of the Solutions, including any aspect of the installation, configuration, integration, operation, use, support, or maintenance thereof.
- 4.12. **"Enhancements"** means general release (as opposed to custom) changes to a Baseline Component System or Custom Modification which increase the functionality of the Baseline Component System or Custom Modification in question.
- 4.13. **"Harmful Code"** means any software, hardware, device or other technology, including any virus, worm, malware, or other malicious computer code, the purpose or effect of which is to (a) permit unauthorized access to, or to destroy, disrupt, disable, distort, or otherwise harm or impede any (i) computer, software, firmware, hardware, system, or network; or (ii) any application or function of any of the foregoing or the security, integrity, confidentiality, or use of any data Processed thereby; or (b) prevent Customer or any Authorized User from accessing or using the Solutions as intended by this Agreement.
- 4.14. **"Intellectual Property Rights"** means any and all registered and unregistered rights granted, applied for, or otherwise now or hereafter in existence under or related to any patent, copyright, trademark, trade secret, database protection, or other intellectual property rights laws, and all similar or equivalent rights or forms of protection, in any part of the world.
- 4.15. **"Maintenance"** means optimization, error correction, modifications, and updates to CentralSquare Systems to correct any known Defects and improve performance. Maintenance will be provided for each Component System, the hours and details of which are described in Exhibit 2 (**"Support Standards"**).
- 4.16. **"New Releases"** means new editions of a Baseline Component System or Custom Modification.
- 4.17. **"Person"** means an individual, corporation, partnership, joint venture, limited liability entity, governmental authority, unincorporated organization, trust, association, or other entity.
- 4.18. **"Personal Information"** means any information that does or can identify a specific individual or by or from which a specific individual may be identified, contacted, or located. Personal Information includes all "nonpublic personal information" as defined under the Gramm-Leach-Bliley Act, "protected health information" as defined under the Health and Insurance Portability and Accountability Act of 1996, "Personal Data" as defined in the EU General Data Protection Regulation (GDPR 2018), "Personal

Information" as defined under the Children's Online Privacy Protection Act of 1998, and all rules and regulations issued under any of the foregoing.

- 4.19. **"Professional Services"** means installation, implementation, development work, training or consulting services including custom modification programming, support relating to custom modifications, on-site support services, assistance with data transfers, system restarts and reinstallations provided by CentralSquare.
- 4.20. **"Representatives"** means, with respect to a Party, that Party's employees, officers, directors, agents, subcontractors, and legal advisors.
- 4.21. **"CentralSquare Personnel"** means all individuals involved in the performance of Support Services and Professional Services as employees, agents, Subcontractors or independent contractors of CentralSquare.
- 4.22. **"Solutions"** means the Component Systems, Documentation, Custom Modifications, development work, CentralSquare Systems and any and all other information, data, documents, materials, works, and other content, devices, methods, processes, hardware, software, technologies and inventions, including any deliverables, technical or functional descriptions, requirements, plans, or reports, provided or used by CentralSquare or any Subcontractor in connection with Professional Services or Support Services rendered under this Agreement.
- 4.23. **"CentralSquare Systems"** means the information technology infrastructure used by or on behalf of CentralSquare to deliver Solutions, including all computers, software, hardware, databases, electronic systems (including database management systems), and networks, whether operated directly by CentralSquare or through the use of third-party services.
- 4.24. **"Support Services"** means Maintenance, Enhancements, implementation of New Releases, and general support efforts to respond to incidents reported by Customer in accordance with the detailed Support Standards outlined in Exhibit 2.
- 4.25. **"Third-Party Materials"** means materials and information, in any form or medium, including any software, documents, data, content, specifications, products, related services, equipment, or components of or relating to the Solutions that are not proprietary to CentralSquare.

5. License, Access & Services and Audit.

- 5.1. License Grant. Subject to and conditioned on the payment of Fees and compliance with all other terms and conditions of this Agreement, CentralSquare hereby grants to Customer a non-exclusive, non-sublicenseable, and non-transferable license to the current version of the Solution(s) outlined in Exhibit 1 at the time of this Agreement's execution.
- 5.2. Access and Scope of Use. Subject to and conditioned on Customer and their Authorized Users' compliance with the terms and conditions of this Agreement, CentralSquare hereby grants Customer a non-exclusive, non-transferable right to access and use the Solutions, solely by Authorized Users. Such use is limited to Customer's internal use. CentralSquare shall deliver to Customer the initial copies of the Solutions outlined in Exhibit 1 by (a) electronic delivery, by posting it on CentralSquare's network for downloading, or similar suitable electronic file transfer method, or (b) physical shipment, such as on a disc or other suitable media transfer method. Physical shipment is on FOB- CentralSquare's shipping point, and electronic delivery is deemed effective at the time CentralSquare provides Customer with access to download the Solutions. The date of such delivery shall be referred to as the **"Delivery Date."**
- 5.3. Documentation License. CentralSquare hereby grants to Customer a non-exclusive, non-sublicenseable, non-transferable license to use the Documentation during the Term solely for Customer's internal business purposes in connection with its use of the Solutions.
- 5.4. Audit. Customer shall maintain for a reasonable period of time, but not less than three (3) years after expiration or termination of this Agreement, the systems, books, and records necessary to accurately reflect compliance with software licenses and the use thereof under this Agreement. Upon request, Customer shall permit CentralSquare and its directors, officers, employees, and agents to have on-site access at Customer's premises (or remote access as the case may be) during normal business hours to such systems, books, and records for the purpose of verifying such licensed use the performance of such obligations and amounts. Customer shall render reasonable cooperation to CentralSquare as requested. If as a result of any audit or inspection CentralSquare substantiates a deficiency or non-compliance, Customer shall promptly reimburse CentralSquare for all its costs and expenses incurred to conduct such audit or inspection and be required to pay for any delinquencies in compliance with software licenses.
- 5.5. Service and System Control. Except as otherwise expressly provided in this Agreement:

- 5.5.1. CentralSquare has and will retain sole control over the operation, provision, maintenance, and management of the Solutions; and
- 5.5.2. Customer has and will retain sole control over the operation, maintenance, and management of, and all access to and use of, the Customer Systems, and sole responsibility for access to and use of the Solutions by any Person by or through the Customer Systems or other means controlled by Customer or any Authorized User, including any reports or results obtained from any use of the Solutions, and conclusions, decisions, or actions based on such use.
- 5.6. Limitations. Customer must provide CentralSquare with such facilities, equipment and support as are reasonably necessary for CentralSquare to perform its obligations under this Agreement, including, if required by CentralSquare, remote access to the Customer Systems. CentralSquare is not responsible or liable for any delay or failure of performance caused in whole or in part by any Customer delay or Customer's failure to perform any obligations under this Agreement.
- 5.7. Exceptions. CentralSquare has no obligation to provide Support Services relating to any Defect with the Solutions that, in whole or in part, arise out of or result from any of the following:
 - 5.7.1. software, or media on which provided, that is modified or damaged by Customer or third-party;
 - 5.7.2. any operation or use of, or other activity relating to, the Solutions other than as specified in the Documentation, including any incorporation, or combination, operation or use of the Solutions in or with, any technology (software, hardware, firmware, system, or network) or service not specified for Customer's use in the Documentation;
 - 5.7.3. any negligence, abuse, misapplication, or misuse of the Solution other than by CentralSquare personnel, including any Customer use of the Solution other than as specified in the Documentation or expressly authorized in writing by CentralSquare;
 - 5.7.4. any Customer's failure to promptly install any New Releases that CentralSquare has previously made available to Customer;
 - 5.7.5. the operation of, or access to, Customer's or a third-party's system, materials or network;
 - 5.7.6. any relocation of the Solution other than by CentralSquare personnel;
 - 5.7.7. any beta software, software that CentralSquare makes available for testing or demonstration purposes, temporary software modules, or software for which CentralSquare does not receive a fee;
 - 5.7.8. any breach of or noncompliance with any provision of this Agreement by Customer or any of its Representatives or any Force Majeure Event (including abnormal physical or electrical stress).
- 5.8. Reservation of Rights. Except for the specified rights outlined in this Section, nothing in this Agreement grants any right, title, or interest in or to any Intellectual Property Rights in or relating to the Support Services, Professional Services, Solutions, or Third-Party Materials, whether expressly, by implication, estoppel, or otherwise. All right, title, and interest in the Solutions, and the Third-Party Materials are and will remain with CentralSquare and the respective rights holders.
- 5.9. Changes. CentralSquare reserves the right, in its sole discretion, to make any changes to the Support Services and Solutions that it deems necessary or useful to: (a) maintain or enhance the quality or delivery of CentralSquare 's services to its customers, the competitive strength of or market for CentralSquare 's services, or the Support Services' cost efficiency or performance; or (b) to comply with applicable law. Without limiting the foregoing, either Party may, at any time during the Term, request in writing changes to particular Support Services, Professional Services or their product suite of Solutions. The parties shall evaluate and, if agreed, implement all such requested changes. No requested changes will be effective unless and until memorialized in either a CentralSquare issued Add-On Quote signed by the Customer, or a written change order or amendment to this agreement signed by both parties.
- 5.10. Subcontractors. CentralSquare may from time to time in its discretion engage third parties to perform Professional Services or Support Services (each, a "**Subcontractor**").
- 5.11. Security Measures. The Solution may contain technological measures designed to prevent unauthorized or illegal use of the Solution. Customer acknowledges and agrees that: (a) CentralSquare may use these and other lawful measures to verify compliance with the terms of this Agreement and enforce CentralSquare 's rights, including all Intellectual Property Rights, in and to the Solution; (b) CentralSquare may deny any individual access to and/or use of the Solution if CentralSquare , in its reasonable

discretion, believes that person's use of the Solution would violate any provision of this Agreement, regardless of whether Customer designated that person as an Authorized User; and (c) CentralSquare may collect, maintain, process, use and disclose technical, diagnostic and related non-identifiable data gathered periodically which may lead to improvements in the performance and security of the Solutions.

6. Use Restrictions. Customer shall not, and shall not permit any other Person to, access or use the Solutions except as expressly permitted by this Agreement. For purposes of clarity and without limiting the generality of the foregoing, Customer shall not, except as this Agreement expressly permits:

- 6.1. copy, modify, or create derivative works or improvements of the Solutions, or rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available any Solutions to any Person, including on or in connection with the internet or any time-sharing, service bureau, software as a service, cloud, or other technology or service;
- 6.2. reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to the source code of the Solutions, in whole or in part;
- 6.3. bypass or breach any security device or protection used by Solutions or access or use the Solutions other than by an Authorized User through the use of his or her own then valid access;
- 6.4. input, upload, transmit, or otherwise provide to or through the CentralSquare Systems, any information or materials that are unlawful or injurious, or contain, transmit, or activate any Harmful Code;
- 6.5. damage, destroy, disrupt, disable, impair, interfere with, or otherwise impede or harm in any manner the CentralSquare Systems, or CentralSquare's provision of services to any third-party, in whole or in part;
- 6.6. remove, delete, alter, or obscure any trademarks, Specifications, Documentation, warranties, or disclaimers, or any copyright, trademark, patent, or other intellectual property or proprietary rights notices from any Documentation or Solutions, including any copy thereof;
- 6.7. access or use the Solutions in any manner or for any purpose that infringes, misappropriates, or otherwise violates any Intellectual Property Right or other right of any third-party, or that violates any applicable law;
- 6.8. access or use the Solutions for purposes of competitive analysis of the Solutions, the development, provision, or use of a competing software service or product or any other purpose that is to CentralSquare's detriment or commercial disadvantage or otherwise access or use the Solutions beyond the scope of the authorization granted under this Section.

7. Customer Obligations.

- 7.1. Customer Systems and Cooperation. Customer shall at all times during the Term: (a) set up, maintain, and operate in good repair all Customer Systems on or through which the Solutions are accessed or used; (b) provide CentralSquare Personnel with such access to Customer's premises and Customer Systems as is necessary for CentralSquare to perform the Support Services in accordance with the Support Standards and Specifications; and (c) provide all cooperation as CentralSquare may reasonably request to enable CentralSquare to exercise its rights and perform its obligations under and in connection with this Agreement.
- 7.2. Effect of Customer Failure or Delay. CentralSquare is not responsible or liable for any delay or failure of performance caused in whole or in part by Customer's delay in performing, or failure to perform, any of its obligations under this Agreement.
- 7.3. Corrective Action and Notice. If Customer becomes aware of any actual or threatened activity prohibited by Section 6, Customer shall, and shall cause its Authorized Users to, immediately: (a) take all reasonable and lawful measures within their respective control that are necessary to stop the activity or threatened activity and to mitigate its effects (including, where applicable, by discontinuing and preventing any unauthorized access to the Solutions and permanently erasing from their systems and destroying any data to which any of them gained unauthorized access); and (b) notify CentralSquare of any such actual or threatened activity.

8. Professional Services.

- 8.1. Compliance with Customer Policies. While CentralSquare Personnel are performing services at Customer's site, CentralSquare will ensure that such personnel comply with Customer's reasonable security procedures and site policies that are generally applicable to Customer's other suppliers providing similar services and that have been provided to CentralSquare in writing or in advance. Customer shall promptly reimburse CentralSquare for any out-of-pocket costs incurred in complying with such procedures and policies.

- 8.2. **Contributed Material.** In the process of CentralSquare 's performing Professional Services, Customer may, from time to time, provide CentralSquare with designs, plans, or specifications, improvements, works or other material for inclusion in, or making modifications to, the Solutions, the Documentation or any other deliverables ("**Contributed Material**"). Customer grants to CentralSquare a nonexclusive, irrevocable, perpetual, transferable right, without the payment of any royalties or other compensation of any kind and without the right of attribution, for CentralSquare, CentralSquare 's Affiliates and CentralSquare 's licensees to make, use, sell and create derivative works of the Contributed Material.

9. **Confidentiality.**

- 9.1 Defined. Information that is conveyed orally shall be designated as confidential at the time of disclosure and shall be reduced to writing within ten (10) business days. Notwithstanding any provision in this Section 9, Customer specifically acknowledges that the Software, including without limitation the database architecture and sequence and Documentation, comprise Confidential Information and know-how that are the exclusive property of CentralSquare.
- 9.2 Nondisclosure. The parties agree, unless otherwise provided in this Agreement or required by law, not to use or make each other's Confidential Information available to any third party for any purpose other than as necessary to perform under this Agreement. The recipient shall protect the Confidential Information from disclosure by using the same degree of care, but no less than a reasonable degree of care, that it uses to protect its own confidential information of a like nature to prevent its unauthorized use, dissemination or publication by its employees or agents. Customer further agrees that it will not allow any form or variation of the Software to enter the public domain. Both parties acknowledge that any breach of its obligations with respect to Confidential Information may cause the other irreparable injury for which there are inadequate remedies at law and that the non-disclosing party shall be entitled to equitable relief in addition to all other remedies available to it. Customer shall not disclose the results of any performance or functionality tests of the Software to any third party without CentralSquare's prior written approval.
- 9.3 Exceptions. A party's Confidential Information shall not include information that: (a) is or becomes publicly available through no act or omission of the recipient; (b) was in the recipient's lawful possession prior to the disclosure and was not obtained by the recipient either directly or indirectly from the disclosing party; (c) is lawfully disclosed to the recipient by a third party without restriction on recipient's disclosure, and where recipient was not aware that the information was the confidential information of discloser; (d) is independently developed by the recipient without violation of this Agreement; or (e) is required to be disclosed by law.

10. **Security.**

- 10.1. CentralSquare will implement commercially reasonable administrative, technical and physical safeguards designed to ensure the security and confidentiality of Customer Data, protect against any anticipated threats or hazards to the security or integrity of Customer Data, and protect against unauthorized access or use of Customer Data. CentralSquare will review and test such safeguards on no less than an annual basis.
- 10.2. Customer shall maintain, in connection with the operation or use of the Solutions, adequate technical and procedural access controls and system security requirements and devices, necessary for data privacy, confidentiality, integrity, authorization, authentication and non-repudiation and virus detection and eradication.
- 10.3. To the extent that Authorized Users are permitted to have access to the Solutions, Customer shall maintain agreements with such Authorized Users that adequately protect the confidentiality and Intellectual Property Rights of CentralSquare in the Solutions and Documentation, and disclaim any liability or responsibility of CentralSquare with respect to such Authorized Users.

11. **Personal Data.** If CentralSquare processes or otherwise has access to any personal data or personal information on Customer's behalf when performing CentralSquare 's obligations under this Agreement, then:

- 11.1. Customer shall be the data controller (where "**data controller**" means an entity which alone or jointly with others determines purposes for which and the manner in which any personal data are, or are to be, processed) and CentralSquare shall be a data processor (where "**data processor**" means an entity which processes the data only on behalf of the data controller and not for any purposes of its own);

- 11.2. Customer shall ensure that it has obtained all necessary consents and it is entitled to transfer the relevant personal data or personal information to CentralSquare so that CentralSquare may lawfully use, process and transfer the personal data and personal information in accordance with this Agreement on Customer's behalf, which may include CentralSquare processing and transferring the relevant personal data or personal information outside the country where Customer and the Authorized Users are located in order for CentralSquare to provide the Solutions and perform its other obligations under this Agreement; and
- 11.3. CentralSquare shall process personal data and information only in accordance with lawful and reasonable written instructions given by Customer and as set out in and in accordance with the terms of this Agreement; and
- 11.4. each Party shall take appropriate technical and organizational measures against unauthorized or unlawful processing of the personal data and personal information or its accidental loss, destruction or damage so that, having regard to the state of technological development and the cost of implementing any measures, the measures taken ensure a level of security appropriate to the harm that might result from such unauthorized or unlawful processing or accidental loss, destruction or damage in relation to the personal data and personal information and the nature of the personal data and personal information being protected. If necessary, the parties will cooperate to document these measures taken.

12. Representations and Warranties.

- 12.1. **LIMITED WARRANTY.** CentralSquare warrants that it owns or otherwise has the rights in the Software and has the right to license the Software as described in this Agreement. CentralSquare further warrants and represents that the CentralSquare Software does not contain any "back door", "time bomb", "Trojan horse", "worm", "drop dead device" or other program routine or hardware device inserted and intended by CentralSquare to provide a means of unauthorized access to, or a means of disabling or erasing any computer program or data, or otherwise disabling the CentralSquare Software. Nothing herein shall be deemed to constitute a warranty against viruses. The provisions of section and its subsections below, shall constitute the agreement of the Parties with respect to viruses. Customer's sole remedy with respect to the foregoing warranty shall be to receive an Update to the CentralSquare Software that does not contain any of the above-described routines or devices.
- 12.2. **DISCLAIMER OF WARRANTY. EXCEPT FOR THE EXPRESS LIMITED WARRANTY SET FORTH ABOVE, CENTRALSQUARE MAKES NO WARRANTIES WHATSOEVER, EXPRESSED OR IMPLIED, WITH REGARD TO THE SOLUTIONS, PROFESSIONAL SERVICES, SUPPORT SERVICES, AND/OR ANY OTHER MATTER RELATING TO THIS AGREEMENT, AND THAT CENTRALSQUARE DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHER, INCLUDING ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE OR TRADE PRACTICE, AND SPECIFICALLY DISCLAIMS IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. FURTHER, CENTRALSQUARE EXPRESSLY DOES NOT WARRANT THAT A SOLUTION, ANY CUSTOM MODIFICATION OR ANY IMPROVEMENTS WILL BE USABLE BY CUSTOMER IF THE SOLUTION OR CUSTOM MODIFICATION HAS BEEN MODIFIED BY ANYONE OTHER THAN CENTRALSQUARE PERSONNEL, OR WILL BE ERROR FREE, WILL OPERATE WITHOUT INTERRUPTION OR WILL BE COMPATIBLE WITH ANY HARDWARE OR SOFTWARE TO THE EXTENT EXPRESSLY SET FORTH IN THE DOCUMENTATION. ALL THIRD-PARTY MATERIALS ARE PROVIDED "AS-IS" AND ANY REPRESENTATION OR WARRANTY OF OR CONCERNING ANY OF THEM IS STRICTLY BETWEEN CUSTOMER AND THE THIRD-PARTY OWNER. THIS AGREEMENT DOES NOT AMEND, OR MODIFY CENTRALSQUARE'S WARRANTY UNDER ANY AGREEMENT OR ANY CONDITIONS, LIMITATIONS, OR RESTRICTIONS THEREOF.**
13. **Notices.** All notices and other communications required or permitted under this Agreement must be in writing and will be deemed given when delivered personally, sent by United States registered or certified mail, return receipt requested; transmitted by facsimile or email confirmed by United States first class mail, or sent by overnight courier. Notices must be sent to a Party at its address shown below, or to such other place as the Party may subsequently designate for its receipt of notices in writing by the other Party.

If to
CentralSquare : **CentralSquare**
1000 Business Center Dr.
Lake Mary, FL 32746
Phone: 407-304-3235 email: info@CentralSquare.com

Attention: Senior Counsel / Contracts Department

If to Customer: **City of Columbia, SC**
PO Box 147, Columbia, SC
Phone: 803-737-4242 email:
Attention: City Attorney

14. Force Majeure. Neither Party shall be responsible for failure to fulfill its obligations hereunder or liable for damages resulting from delay in performance as a result of war, fire, strike, riot or insurrection, natural disaster, delay of carriers, governmental order or regulation, complete or partial shutdown of plant, unavailability of Equipment, software, or services from suppliers, default of a subcontractor or vendor to the Party if such default arises out of causes beyond the reasonable control of such subcontractor or vendor, the acts or omissions of the other Party, or its officers, directors, employees, agents, contractors, or elected officials, and/or other occurrences beyond the Party's reasonable control ("Excusable Delay" hereunder). In the event of such Excusable Delay, performance shall be extended on a day for day basis or as otherwise reasonably necessary to compensate for such delay.

15. Indemnification.

15.1. CentralSquare Indemnification. CentralSquare shall indemnify, defend, and hold harmless Customer from any and all claims, lawsuits or liability, including attorneys' fees and costs, allegedly arising out of, in connection with, or incident to any loss, damage or injury to persons or property or arising solely from a wrongful or negligent act, error or omission of CentralSquare, its employees, agents, contractors, or any subcontractor as a result of CentralSquare's or any subcontractor's performance pursuant to this Agreement; however, CentralSquare shall not be required to indemnify Customer for any claims or actions caused to the extent of the negligence or wrongful act of Customer, its employees, agents, or contractors. Notwithstanding anything to the contrary in the foregoing, if a claim, lawsuit or liability results from or is contributed to by the actions or omissions of Customer, or its employees, agents or contractors, CentralSquare's obligations under this provision shall be reduced to the extent of such actions or omissions based upon the principle of comparative fault.

15.2. Sole Remedy. THIS SECTION SETS FORTH CUSTOMER'S SOLE REMEDIES AND CENTRALSQUARE'S SOLE LIABILITY AND OBLIGATION FOR ANY ACTUAL, THREATENED, OR ALLEGED CLAIMS THAT THE SERVICES AND SOLUTIONS OR ANY SUBJECT MATTER OF THIS AGREEMENT INFRINGES, MISAPPROPRIATES, OR OTHERWISE VIOLATES ANY INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD-PARTY.

16. Termination. This Agreement may be terminated:

- 16.1. For cause by either Party, effective on written notice to the other Party, if the other Party materially breaches this Agreement and: (i) is incapable of cure; or (ii) being capable of cure, remains uncured thirty (30) days after the non-breaching Party provides the breaching Party with written notice of such breach.
- 16.2. For lack of payment by written notice to Customer, if Customer's failure to pay amounts due under this Agreement has continued more than ninety (90) days after delivery of written notice of non-payment.

17. Effect of Termination or Expiration. On the expiration or earlier termination of this Agreement:

- 17.1. Upon the expiration or earlier termination of this Agreement, each Party shall continue to hold such Confidential Information in confidence pursuant to Section 9; and
- 17.2. Upon the expiration of this Agreement, each Party shall pay to the other all amounts accrued prior to and through the date of termination of this Agreement.

18. Assignment. Neither this Agreement nor any rights or obligations hereunder shall be assigned or otherwise transferred by either Party without the prior written consent of the other Party, which consent will not be unreasonably withheld; provided however, that in the event of a merger or acquisition of all or substantially all of CentralSquare's assets, CentralSquare may assign this Agreement to an entity ready, willing and able to perform CentralSquare's executory obligations hereunder, as evidenced by an express written assumption of the obligations hereunder by the assignee.

19. Dispute Resolution. Any dispute, controversy or claim arising out of or relating to this Agreement, including the breach, termination, or validity thereof, shall be resolved in the state or federal courts located in Lexington County or Richland County, South Carolina.

- 19.1. Exclusive Dispute Resolution Mechanism. The Parties agree to resolve any dispute, controversy, or claim arising out of or relating to this Agreement (each, a "Dispute"), exclusively under the provisions of this Section.
- 19.2. Good Faith Negotiations. The Parties agree to send written notice to the other Party of any Dispute ("Dispute Notice"). After the other Party receives the Dispute Notice, the parties agree to undertake good faith negotiation between themselves to resolve the Dispute. Each Party shall be responsible for its associated travel costs. The parties agree to attend no fewer than three negotiation sessions attended Vice Presidents of each Party (or employees of equivalent or superior position).
- 19.3. Escalation to Mediation. If the Parties cannot resolve any Dispute during the good faith negotiations either Party must initiate mediation under Section 19.4.
- 19.4. Mediation. Subject to Sections 19.2 and 19.3, the Parties may escalate a Dispute to a mutually agreed to mediator. Parties agree to act in good faith in selecting a neutral mediator and in scheduling the mediation proceedings. The parties agree to use commercially reasonable efforts in participating in the mediation. The parties agree the mediator's fees and expenses, and the mediator's costs incidental to the mediation will be shared equally between the parties. The parties shall bear their own fees, expenses, and costs.
- 19.5. Confidential Mediation. The Parties further agree all written or oral offers, promises, conduct, and statements made in the course of the mediation are confidential, privileged, and inadmissible for any purpose in any litigation, arbitration or other proceeding involving the Parties. However, evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation.
- 20. Waiver/Severability**. The failure of any Party to enforce any of the provisions hereof will not be construed to be a waiver of the right of such Party thereafter to enforce such provisions. If any provision of this Agreement is found to be unenforceable, that provision will be enforced to the maximum extent possible, and the validity, legality and enforceability of the remaining provisions will not in any way be affected or impaired thereby.
- 21. LIABILITY**. NOTWITHSTANDING ANY PROVISION WITHIN THIS AGREEMENT TO THE CONTRARY, AND REGARDLESS OF THE NUMBER OF LOSSES, WHETHER IN CONTRACT, EQUITY, STATUTE, TORT, NEGLIGENCE, OR OTHERWISE:
- 21.1. NEITHER PARTY SHALL HAVE LIABILITY TO THE OTHER PARTY FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY, LIQUIDATED, OR CONSEQUENTIAL DAMAGES OF ANY KIND, AND NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR LOSSES OF PROFIT, REVENUE, INCOME, BUSINESS, ANTICIPATED SAVINGS, DATA, REPUTATION, AND MORE GENERALLY, ANY LOSSES OF AN ECONOMIC OR FINANCIAL NATURE, REGARDLESS OF WHETHER SUCH LOSSES MAY BE DEEMED AS CONSEQUENTIAL OR ARISING DIRECTLY AND NATURALLY FROM THE INCIDENT GIVING RISE TO THE CLAIM, AND REGARDLESS OF WHETHER SUCH LOSSES ARE FORESEEABLE OR WHETHER EITHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSSES; AND
- 21.2. CENTRALSQUARE'S TOTAL LIABILITY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT SHALL NOT EXCEED THE AMOUNT(S) ACTUALLY PAID BY CUSTOMER TO CENTRALSQUARE HEREUNDER FOR THE LAST TWELVE MONTHS.
- 22. Third-Party Materials**. CentralSquare may from time to time, in its discretion engage third parties to perform services, provide software, or provide equipment. Customer acknowledges and agrees CentralSquare provides front-line support services for third parties, but these third parties assume all responsibility and liability in connection with the third-party software, equipment, or related services. CentralSquare is not authorized to make any representations or warranties that are binding upon the third-party or to engage in any other acts that are binding upon the third-party, excepting specifically that CentralSquare is authorized to represent third-party fees in the Agreement and to accept payment of such amounts from Customer on behalf of the third-party for as long as such third-party authorizes CentralSquare to do so. As a condition precedent to installing or accessing any third-party Materials, Customer may be required to execute a click-through, shrink-wrap End User License Agreement (EULA) or similar agreement provided by the Third-Party Materials provider. All third-party materials are provided "as-is" and any representation or warranty concerning them is strictly between Customer and the third-party.
- 23. Entire Agreement**. This Agreement, and any Exhibits specifically incorporated therein by reference, constitutes the entire agreement between the Parties with respect to the subject matter. These documents supersede and merge all previous and contemporaneous proposals of sale, communications,

representations, understandings and agreements, whether oral or written, between the Parties with respect to the subject hereof. This Agreement may not be modified except by a writing subscribed to by authorized representatives of both Parties.

- 24. No Third-Party Beneficiaries.** This Agreement is for the sole benefit of the Parties and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer on any other person any legal or equitable right, benefit, or remedy of any nature under or by reason of this Agreement.
- 25. Counterparts.** This Agreement may be executed in several counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall constitute one and the same instrument. This Amendment shall be considered properly executed by a Party if executed by that Party and transmitted by facsimile or other electronic means including, without limitation, DocuSign, Tagged Image Format Files (TIFF), or Portable Document Format (PDF).
- 26. Material Adverse Change.** If any Law, Regulatory Approval, applicable standard, process, OEM requirement is changed or comes into force after the Effective Date, including but not limited to PCI standards (collectively, a "Material Adverse Change"), which is not explicitly addressed within this Agreement and results in *significant extra* costs for either Party in relation to the performance of this Agreement, both Parties shall promptly meet, discuss in good faith, and agree upon reducing the technical, operational, and/or commercial impact of such Material Adverse Change.
- 27. Cooperative Purchases.** This Contract may be used by other government agencies. CentralSquare has agreed to offer similar services to other agencies under the same terms and conditions as stated herein except that the compensation may be negotiated between CentralSquare and other agencies based on the specific revenue expectations, agency reimbursed costs, and other agency requirements. The Customer will in no way whatsoever incur any liability in relation to specifications, delivery, payment, or any other aspect of purchases by such agencies.

28. Order of Precedence.

- 28.1. In the event of any conflict or inconsistency between this Agreement, the Exhibits, or any purchase order, then the following priority shall prevail:

- 28.1.1. The main body of this Agreement and any associated amendments or change orders.
- 28.1.2. The attached Exhibits to this Agreement.
- 28.1.3. Purchase Orders placed with CentralSquare in accordance with this Agreement.

Customer's purchase terms and conditions or CentralSquare's sales terms and conditions are not applicable and shall have no force and effect, whether referenced or not in any document in relation to this Agreement.

- 28.2. Incorporated Exhibits to this Agreement:

- Exhibit 1 – Project Cost Summary
- Exhibit 2 - Maintenance & Support Standards
- Exhibit 3 – Travel Expense Guidelines
- Exhibit 4 – Insurance Requirements
- Exhibit 5 – Scope of Work

EXHIBIT 1
Project Cost Summary

PRODUCT NAME	QUANTITY	UNIT PRICE	TOTAL
Certent Disclosure Management (DM):	1	9,000.00	9,000.00
Base Bundle Annual Subscription Fee			
Finance Enterprise: Advanced SaaS	1	225,000.00	225,000.00
Subscription Annual Subscription Fee			
Software Total			234,000.00 USD

DESCRIPTION	TOTAL
Contract Startup Fee - Contract Startup Fee	10,000.00
Public Administration Consulting Services - Fixed Fee	269,100.00
Public Administration Data Conversion Services - Fixed Fee	26,520.00
Public Administration Development Services - Fixed Fee	58,110.00
Public Administration Project Management Services - Fixed Fee	97,890.00
Public Administration Technical Services - Fixed Fee	8,775.00
Public Administration Training Services - Fixed Fee	131,040.00
Services Total	601,435.00 USD

Software Subtotal 234,000.00 USD

Services Subtotal 601,435.00 USD

Quote Total **835,435.00 USD**

PAYMENT TERMS:

1. *Start-up fees:* Contract start up fees will be invoiced within thirty (30) days of execution of this Amendment.
2. *Subscription fee:* The Subscription Fee for the first year shall be invoiced upon Go Live of the new hosted Finance Enterprise. The subscription fee for any renewal terms shall be invoiced for the full year, in advance, on the anniversary of the Go Live date of this Amendment. Subscription Fees for subsequent years are subject to an annual increase not to exceed 5% annually.
3. *Annual Support and Maintenance:*
 - i. Upon commencement of billing for the Annual Subscription Fee, Customer acknowledges the termination of the current maintenance billing structure for any legacy products that will be effectively replaced by modules listed in Exhibit 1. CentralSquare

Note: Pricing for Professional Services is a good faith estimate based on the information available to CentralSquare at the time of execution of this Agreement. The total amount that Customer may pay for these services can vary based on the actual number of hours required to complete the services. If required, additional services will be provided on a time and materials basis at hourly rates equal to CentralSquare's then-current list price rates for the services at issue.

shall continue to provide Customer with Maintenance of these legacy products until the transition to a new environment is complete, at which time Maintenance will be terminated.

ii. A credit in the amount of the unused portion of Maintenance paid by Customer, if any, shall be applied towards Customer's first Subscription Fee. The unused portion of paid Maintenance will consist of the amount unused as of Execution Date

4. *Professional Services:* Professional services are fixed fees and shall be due pursuant to the following milestone delivery table:

Milestone	Description	Estimated Dates	Percent of Services
Contract Execution			
Kick Off Complete	The project kickoff meeting is scheduled within 10 days of contract signing. The purpose is to review the contract documents, the statement of work, and to discuss the overall project organization. Kickoff is considered complete once the meeting has occurred and meeting minutes have been provided and accepted in case revisions must be made. A proof of delivery (POD) is provided to the customer to acknowledge the completion of the kickoff meeting with the Customer, triggering milestone invoicing.		15%
Baseline Project Schedule Provided	The baseline project schedule is developed within the first 30 days of the project through careful planning with CentralSquare's project manager and the Customer's project manager. The baseline project schedule is considered to be the initial agreed upon schedule for the project, inclusive of all tasks. Once the baseline project schedule has been delivered, this task is considered complete. (Note, project schedules often change over the course of the project. This task is tied to the initial baseline scheduled.) A proof of delivery (POD) is provided to the customer to acknowledge the delivery of the baseline project schedule, triggering milestone invoicing.		10%
Business Process Review	Business Process Review complete and associated reports delivered to the Customer for review. A proof of delivery (POD) is provided to the customer to acknowledge the delivery of the testing results, triggering milestone invoicing.		15%
Introductory Training	Introductory Training including Navigation and Security training for Finance Enterprise is considered complete once 80% of the participants, as identified and documented in the planning phase of the project. A proof of delivery (POD) is provided to the customer to acknowledge the 80% completion of training triggering milestone invoicing.		10%
Process Testing	Once all core modules are tested and online, the CentralSquare team alongside the customer participate in a functional process test that covers the enabled modules. This testing is considered complete when the engagement for testing has concluded and results have been provided to the customer. A proof of delivery (POD) is provided to the customer to acknowledge the delivery of the testing results, triggering milestone invoicing.		15%
Training	End-User training for Finance Enterprise is considered complete once 80% of the participants, as identified and documented in the planning phase of the project, have passed the training program. A proof of delivery (POD) is provided to the customer to acknowledge the 80% completion of End-User training, triggering milestone invoicing.		10%
Go Live Readiness Acceptance	Customer is considered Live on the System when their production environment consists of clients migrated data, configuration as provided in decision workbooks and has full access to hosted system. A proof of delivery (POD) is provided to the customer to acknowledge the Go Live activities, triggering milestone invoicing.		5%
Go Live	Customer is considered Live on the applications after 15 days of live operations in a production environment and wherein no urgent or critical error codes are recorded. A proof of delivery (POD) is provided to the customer to acknowledge the Go Live activities, triggering milestone invoicing.		20%
Totals			100%

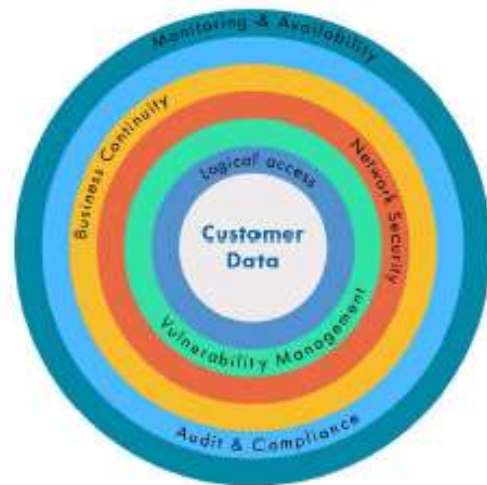
5. *Travel & Living fees:* Travel and Living fees will be billed as incurred and invoiced monthly.

EXHIBIT 2

Support Standards

1. CentralSquare Cloud Security Program

- 1.1. Access & Continuity. Logical access restrictions include VLAN data segregation, extensive deny-by-default access control lists, and Multi-Factor authentication required for System Administration. Business continuity is prioritized via daily encrypted backup stored offsite, virtual tape backup technology to counter loss of physical media, and full replication to disaster recovery site, with redundancy and availability through multiple carriers.
- 1.2. Security & Monitoring. SSL and IPSEC VPN with 256 bit encryption, web application firewalls, multi-layered infrastructure model with recorded internal and external CCTV, card access control, best of breed HVAC/fire suppression/physical security, and backed by 24-7 x 365 monitoring by a staffed operations facility for: Intrusion detection & prevention, DDOS mitigation, and automated network incident creation and escalation.
- 1.3. Testing, Audits & Compliance. third-party internal, external, perimeter vulnerability and penetration testing. Centrally managed patching, OS hardening program, and endpoint protection on all servers. Industry standard compliance includes annual completion of: SSAE18/ISAE Data Center Audit, SSAE18 Operations Audit, PCI-DSS Compliance Audit, Vulnerability Testing & CVSS Audit, and Control Self-Assessment Audit.



2. Service Level Commitments

- 2.1. Target. In each Service Period, the target for availability of the Solutions is 99.9% ("Availability Target"). "**Service Period**" means 24 hours per day Monday through Sunday each calendar month that Customer receives the Solutions, excluding Sundays between 12:00 AM and 12:00 PM Eastern Time for scheduled maintenance. During this time, Customers may experience intermittent interruptions. CentralSquare will make commercially reasonable efforts to minimize the frequency and duration of these interruptions and CentralSquare will notify the Customer if the entire maintenance window will be required.
- 2.2. Support Terms. Beginning on the Execution Date and continuing for twelve (12) months thereafter ("**Initial Support Term**"), CentralSquare shall provide the ongoing Support Services described herein for the corresponding Fees outlined in Exhibit 1. Upon expiration of the Initial Support Term, ongoing Support Services shall automatically renew, with customer paying for additional annual support periods, each a ("**Renewal Support Term**"). This renewal will continue until termination of this Agreement provided that, CentralSquare shall not give notice of termination if it would be effective prior to a period equal to two times the Agreement's Initial Term.

2.3. **Measurement.** Service availability is measured as the total time that the Solutions are available during each Service Period for access by Customer ("**Service Availability**"). Service Availability measurement shall be applied to the production environment, and the points of measurement for all monitoring shall be the servers and the Internet connections at CentralSquare 's hosted environment. CentralSquare has technology monitoring, measuring, and recording Service Availability. The Customer, at their discretion, may also employ monitoring tools, not to override CentralSquare 's measurements for the purposes of calculating Service Availability. Additionally, the use must be:

2.3.1.1. mutually agreed upon by CentralSquare and the Customer.

2.3.1.2. paid, installed and maintained by the Customer.

2.3.1.3. non-invasive and may not reside on CentralSquare 's systems.

2.4. **Calculation.** Service Availability for a given month shall be calculated using the following calculation:

2.4.1. The total number of minutes which the service was NOT available in a given month shall be subtracted from the total number of minutes available in the given month. The resulting figure is divided by the total number of minutes available in the given month.

2.4.2. Service Availability Targets are subject to change due to the variance of the number of days in a month.

2.4.3. The total number of minutes which the service was NOT available in a given month shall exclude minutes associated with scheduled or emergency maintenance.

2.5. **Remedy.** If the Service Period target measurement is not met then the Customer shall be entitled to a credit calculated as follows:

Service Availability in the relevant Service Period	Percentage Reduction in Monthly Fee for the Subsequent Service Period
Less than 99.9% but greater than or equal to 99.0%	5%
Less than 99.0% but greater than or equal to 95.0%	10%
Less than 95%	20%

2.6. If not directly reported by CentralSquare, Credit entitlement must be requested by the Customer within sixty (60) days of the failed Target. Customer shall not be entitled to offset any monthly Solutions fee payments, nor withhold fee payments, on account of a pending credit. Customer shall not be eligible for credits for any period where Customer is more than thirty (30) days past due on their account. CentralSquare will provide reporting, showing performance and service levels.

3. Server Performance & Capacity.

3.1. CentralSquare shall provide sufficient server capacity for the duration of this hosting Agreement to meet the reasonable performance requirements for the number of concurrent system users provided for in this Agreement. If the Customer requests, at some later date, to add additional Solutions, increase user licenses, increase storage or processing requirements, and/or request additional environments, these requests will be evaluated and if additional resources are required to support modifications, additional fees may apply.

3.2. "In-network" is defined as any point between which the data packet enters the CentralSquare environment and subsequently departs the CentralSquare environment. Any point of communications outside of the CentralSquare protected network environment shall be deemed as "out-of-network." CentralSquare is not responsible for Internet connectivity and/or performance out-of-network.

4. System Maintenance.

4.1. **Solutions maintenance and upgrades.** CentralSquare will provide all hosted systems and network maintenance as deemed appropriate and necessary by CentralSquare. Maintenance and upgrades will be scheduled in advance with the Customer's primary contact if they fall outside of the designated hours set aside for this function of Sundays from 12:00AM to 12:00 PM.

4.2. **Hardware maintenance and upgrades.** Hardware maintenance and upgrades will be performed outside of the Customer's standard business hours of operation and the Customer will be notified prior to the upgrade.

4.3. **Emergency maintenance.** Emergency situations will be handled on a case-by-case basis in such a manner as to cause the least possible disruption to overall system operations and availability without negatively affecting system stability and integrity. CentralSquare will attempt to notify the Customer promptly, however if no contact can be made, CentralSquare management may deem it necessary to move forward with the emergency maintenance.

- 5. Incident Response.** Incidents are defined as interruptions to existing service and can range in priority from urgent to low depending on the impact to the Customer. CentralSquare will make commercially reasonable efforts to respond to Solutions incidents for live production systems using the following guidelines:

Priority Level	Impact	Description	Performance Target	Minimum Performance Goal %
1	Urgent	An Incident that results in loss of Customer connectivity to all of the Solutions or results in loss, corruption or damage to Customer's Data.	CentralSquare will respond within 1 hour of the issue being reported.	95%
2	Critical	An Incident that has an adverse material impact on the performance of the Solutions or materially restricts Customer's day-to-day operations.	CentralSquare will respond within 2 hours of the issue being reported.	95%
3	Non-Critical	An Incident that does not result in a failure of the Solutions but a fault exists that restricts the Customer's use of the Solutions.	CentralSquare will respond within 4 hours of the issue being reported.	95%
4	Minor	An Incident that does not affect or which has minimal adverse impact on the use of the Solutions.	CentralSquare will respond within 24 hours of the issue being reported.	95%

- 5.1. Measurement. CentralSquare shall track and report on response and resolution time for application and hosting support issues identified by the Customer.
- 6. Disaster Recovery.** CentralSquare provides disaster recovery services for Solutions. The costs for these disaster recovery services are included in the monthly fees. In the event that a disaster renders the Customer's data center is inaccessible or rendered non-functional, CentralSquare will provide the ability to connect to the appropriate data center using software provided by CentralSquare. This will allow the Customer to connect to their systems from a remote site to the previously identified critical functions, however functionality may be diminished due to lack of access to hardware and/or software located in the Customer's facilities.
- 7. Exceptions.** CentralSquare shall not be responsible for failure to carry out its service and maintenance obligations under this Agreement if the failure is caused by adverse impact due to:
- 7.1. defectiveness of the Customer's environment, Customer's systems, or due to Customer corrupt, incomplete, or inaccurate data reported to the Solutions, or documented Defect.
- 7.2. denial of reasonable access to Customer's system or premises preventing CentralSquare from addressing the issue.
- 7.3. material changes made to the usage of the Solutions by Customer where CentralSquare has not agreed to such changes in advance and in writing or the modification or alteration, in any way, by Customer or its subcontractors, of communications links necessary to the proper performance of the Solutions.
- 7.4. a force majeure event, or the negligence, intentional acts, or omissions of Customer or its agents.
- 8. Incident Resolution.** Actual response times and resolutions may vary due to issue complexity and priority. For critical impact level and above, CentralSquare provides a continuous resolution effort until the issue is resolved.
- 9. Service Requests.** Service requests are new requests that will take less than 8 hours to accomplish. For new requests that require additional time, CentralSquare will prioritize these requests, and determine if extra time is needed to order equipment or software.
- 10. Non-Production Environments.** CentralSquare will make commercially reasonable efforts to provide non-production environment(s) during Customer business hours. Non-production environments are not included under the metrics or service credit schedules discussed in this Exhibit.
- 10.1. Maintenance. All forms of maintenance to be performed on non-production environments will follow the exact structure and schedules outlined above in Section 3 for regular System Maintenance.
- 10.2. Incidents and service requests. Non-production environment incidents are considered priority 3 or 4, dictated by circumstances and will be prioritized and scheduled similar to production service requests.

11. Responsibility Summary Matrix.

Responsibility Summary Matrix		
Description	CentralSquare Responsibility	Customer Responsibility
ASP Server Hardware management	X	
ASP Server File system management	X	
ASP Server OS upgrades and maintenance	X	
ASP Database product upgrades and maintenance	X	
ASP third-party product upgrades and maintenance	X	
Application Update Installation		
Request to install application updates		X
Installation of application updates	X	
ASP Backup Management	X	
Data and or File restoration		
Request to restore data and or files		X
Restoration of data and or files	X	
Network		
ASP Network up to and including the router at CentralSquare 's location	X	
ASP Router at Customer's location	X	
Customer's network up to the router at Customer's location		X
Customer Workstations		X
System Performance	X	X
Add/Change users		
User add/change requests		X
User add/change implementation for System Access	X	
User add/change implementation for Solutions		X
Add/Change Printers		
Printer add/change requests		X
Printer add/change implementation on ASP network	X	
Printer add/change implementation for Solutions		X
Disaster Recovery	X	
Password Management	X	X
Application Management		
Application Configuration		X
Application Security Management		X
Accuracy and Control of Data		X
Security		
Intrusion and Penetration Testing	X	

- 12. Virtual Private Network (VPN) Concentrator.** If Customer's desired system configuration requires the use of a VPN concentrator, including router, this will be provided by CentralSquare. It will reside at Customer's location but is, and shall remain the property of CentralSquare.
- 13. Customer Cooperation.** Customer may be asked to perform problem determination activities as suggested by CentralSquare. Problem determination activities may include capturing error messages, documenting steps taken and collecting configuration information. Customer may also be requested to perform resolution activities including, for example, modification of processes. Customer agrees to cooperate with such requests, if reasonable.
- 14. Training.** Outside the scope of training services purchased, if any, Customer is responsible for the training and organization of its staff in the operation of the Solutions.
- 15. Development Work.** The Support Standards do not include development work either (i) on software not licensed from CentralSquare or (ii) development work for enhancements or features that are outside the documented functionality of the Solutions, except such work as may be specifically purchased and outlined in Exhibit 1. CentralSquare retains all Intellectual Property Rights in development work performed and Customer may request consulting and development work from CentralSquare as a separate billable service.

16. Telephone Support & Support Portal

- 16.1. Hours. CentralSquare shall provide to Customer, Monday through Friday, 8:00 A.M. to 5:00 P.M. Customer's Local Time within the continental United States, excluding holidays ("5x9"). CentralSquare shall provide to Customer, during the Support Hours, commercially reasonable efforts in solving errors reported by the Customer as well as making available an online support portal. Customer shall provide to CentralSquare reasonably detailed documentation and explanation, together with underlying data, to substantiate errors and to assist CentralSquare in its efforts to diagnose, reproduce and correct the error. This support shall be provided by CentralSquare at Customer location(s) if and when CentralSquare and Customer agree that on-site services are necessary to diagnose or resolve the problem. If a reported error did not, in fact, exist or was not attributable to a defect in the Solutions or an act or omission of CentralSquare, then Customer shall pay for CentralSquare's investigation and related services at CentralSquare's standard professional services rates. Customer must provide CentralSquare with such facilities, equipment and support as are reasonably necessary for CentralSquare to perform its obligations under this Agreement, including remote access to the Specified Configuration.
- 16.2. Releases. Customer shall promptly install and/or use any Release provided by CentralSquare to avoid or mitigate a performance problem or infringement claim. All modifications, revisions and updates to the Solutions shall be furnished by means of new Releases of the Solutions and shall be accompanied by updates to the Documentation whenever CentralSquare determines, in its sole discretion, that such updates are necessary.
- 16.3. Case Number. Measured from the moment a Case number is created. As used herein a "Case number" is created when a) a CentralSquare support representative has been directly contacted by Customer either by phone, in person, or through CentralSquare's online support portal, and b) when CentralSquare's support representative assigns a case number and conveys that case number to the Customer.

EXHIBIT 3**Travel Expense Guidelines**

CentralSquare will adhere to the following guidelines when incurring travel expenses:

All arrangements for travel are to be made through the CentralSquare Corporate Travel Agent unless other arrangements have been made with the Customer and are documented in writing.

AIR TRAVEL – CentralSquare will use the least expensive class of service available with a minimum of seven (7) day, maximum of thirty (30) day, advance purchase. Upon request, CentralSquare shall provide the travel itinerary as the receipt for reimbursement of the airfare and any fees. Fees not listed on the itinerary will require a receipt for reimbursement.

Trips fewer than 250 miles round are considered local. Unless a flight has been otherwise approved by the Customer, Customer will reimburse the current IRS approved mileage rate for all local trips.

LODGING –CentralSquare will use the most reasonable accommodations possible, dependent on the city. All movies, and phone/internet charges are not reimbursable.

RENTAL CAR – Compact or Intermediate cars will be required unless there are three or more CentralSquare employees sharing the car in which case the use of a full size car is authorized. Gas is reimbursable however, pre-paid gas purchases will not be authorized and all rental cars are to be returned with a full tank of gas. Upon request, receipts for car rental and gas purchases will be submitted to Customer. CentralSquare shall decline all rental car insurance offered by the car rental agency as staff members will be covered under the CentralSquare auto insurance policy. Fines for traffic violations are not reimbursable expenses.

OTHER TRANSPORTATION – CentralSquare staff members are expected to use the most economical means for traveling to and from the airport (Airport bus, hotel shuttle service). Airport taxi or mileage for the employee's personal vehicle (per IRS mileage guidelines) are reimbursable if necessary. Upon request, receipt(s) for the taxi will be submitted to Customer. Proof of mileage may be required and may be documented by a readily available electronic mapping service. The mileage rate will be the then-current IRS mileage guideline rate (subject to change with any change in IRS guidelines).

OTHER BUSINESS EXPENSES – Parking at the airport is reimbursable. Tolls to and from the airport and while traveling at the Customer site are reimbursable. Tipping on cab fare exceeding 15% is not reimbursable. Porter tips are reimbursable, not exceeding \$1.00 per bag. Laundry is reimbursable when travel includes a weekend day or Company Holiday and the hotel stay is four nights or more. Laundry charges must be incurred during the trip and the limit is one shirt and one pair of pants/skirt per day. With the exception of tips, receipts shall be provided to Customer upon request for all of the aforementioned items.

MEALS – Standard per Diem. Subject to change due to cost of living.

EXHIBIT 4**Minimum Insurance Requirements**

- **Workers' Compensation**, statutory limits, and Employer's Liability with limits no less than \$1,000,000.
- **Commercial General Liability insurance**, covering bodily injury and property damage liability, products & completed operations, with minimum limits \$1,000,000 each occurrence for bodily injury and property damage, \$2,000,000 general aggregate.
- **Business Auto Liability insurance**, covering any vehicle used by vendor in performance of work for CentralSquare or around CentralSquare 's premises. Limits no less than \$1,000,000 each accident.
- **Cyber Liability Insurance**, with limits not less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Vendor in this agreement and shall include claims involving infringement of intellectual property, infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

EXHIBIT 5
Scope of Work

Implementation Statement of Work

Project: Columbia, SC – IFAS v7 to Finance Enterprise v21 Upgrade

CentralSquare is implementing a configurable, commercially available, off-the-shelf solution. The parties mutually agree and acknowledge this Statement of Work (SOW) is to be a planning document, not the detailed requirements or design of the solution.

Project Start Date

Parties agree the Project Kickoff Meeting will be scheduled within thirty (30) days from the Effective Date of the Agreement.

Scope of Project

The purpose of this project is to migrate the Customer's current Financial software (IFAS v7) to CentralSquare's Finance Enterprise solution. The following solutions are a part of the Enterprise Solution: Finance Enterprise and Human Resources / Payroll. The project scope is comprised of the Enterprise Solution applications and services identified in the Agreement and further described throughout this SOW. Anything not specifically designated in the Agreement or SOW should be considered out of scope and not part of this project.

Finance Enterprise Modules	
☒ Accounts Payables	☒ Finance Work Orders
☒ Accounts Receivables	☒ Fixed Assets
☒ Applicant Online	☒ General Ledger
☒ Bank Reconciliation	☒ Grants Management
☒ Bid and Quote Management	☒ Human Resources
☒ Bid Online	☒ NUCLEUS
☒ Budgeting w/ Budget Item Detail	☒ Payroll
☒ Cash Receipts	☒ Person / Entity
☒ Click, Drag, and Drill	☒ Personnel Actions Forms
☒ Contract Management	☒ Position Budgeting
☒ Documents Online	☒ Project Allocation
☒ Easy Laser Forms	☒ Purchasing
☒ Employee Online	☒ P-Cards
☒ Finance Security	☒ SPSONE Security
☒ Finance Systems	☒ Stores Inventory
☒ Certent DM (CAFR/Planning)	☒ Timecard Online
☒ Certent DM (Budget Book)	☒ Workflow
	☒ Cognos: Base Bundle Multi-Data Source

Products highlighted in table above are add-ons and will be implemented as part of Phase 2, after the upgrade to Finance Enterprise is complete and client is live

Services Scope

The following outlines the proposed methodology for the project management, consulting, configuration, testing, training, and other services work necessary for the implementation of the contracted products, with all components delineated in the Agreement. Details related to the activities for each application included in this project can be found in Appendix A.

Project Teams

Project teams from all parties will include functional experts, technical resources, and decision makers. Resource management is critical to success, for all parties. CentralSquare and the Customer agree to make all necessary arrangements to ensure resources are available at each stage to ensure timelines are met. CentralSquare uses a RACI (Responsible, Accountable, Consulted, and Informed) chart to outline the expectations from each member of the team, from all parties. A sample RACI Chart can be found in Appendix B of this SOW.

Project Management Methodology

The implementation is conducted by a cross-functional team of experts from several departments within CentralSquare led by the assigned Project Manager. A phased approach to project management is followed to ensure the critical services are consistent and results are achieved. Phases include:

Initiation: This phase includes the contract execution and transition to the Service Delivery team. CentralSquare may schedule an all-team meeting to kick off the project. The kickoff meeting will include time for the project managers from both teams to review all contractual documentation and begin the process of finalizing the integrated project schedule.

Planning: During the planning phase, the project managers from both teams will meet to discuss all tasks and resources necessary to successfully complete implementation. The project team from CentralSquare will be finalized, project governance will be established, and a communications plan will be drafted and shared with the parties.

Deliverables during the planning phase include the integrated baseline project schedule, communications plan, resource plan, and governance plan.

Monitor and Control: Throughout the project, the project managers will work together on monitoring and controlling the overall project health. This includes regular status meetings/reports, quality reviews, managing risks/issues, and managing resources. Project managers will work together to manage the overall timeline, scope, and respective budgets, as well as ensuring the customer's objectives are being met along the way. Any items determined to be out of scope will be immediately address by Central Square and customer Project Manager.

Project governance is essential to establishing a decision making and communications model for the project. Key stakeholders will be identified by all parties and regular status meetings will be scheduled to review the project health, risks to timeline/budget, and issues that may block forward progress.

Deliverables during this phase include regular status reports, risk/issue log, regular stakeholder meetings, and all project schedule updates.

Project Close Out: The final stage of the project includes an introduction and transition to the Customer Support team and the Customer Success team. During transition, the project managers will work together to conduct an audit of tasks and deliverables associated with the project. Any mutually agreed upon delayed deliverables will be scheduled for post go-live and documented. Any contracted post go-live activities will be reviewed and scheduled as necessary before transition to Customer Support.

APPENDIX A: MIGRATION – IFAS (v7) TO FINANCE ENTERPRISE (v21)

The following outlines the proposed services for the project management, installation, configuration, training, testing, and other services work necessary for the implementation of the Enterprise Solution and represents a good-faith estimate based on our knowledge at time of the Agreement.

Service Description

Engagement	High Level Tasks	Key Deliverables
Planning/Project Initiation/Analysis	Completion of this following tasks are accomplished through a combination of onsite and remote visits: - Kick-Off meeting - Formal discovery sessions at start of project - Detailed scope and contract review - Discovery/design and workflow review - Conversion scope review - Assignment of project team and identify key team members - Identify improvement opportunities through a workflow analysis - Collaboratively develop a project schedule that drives implementation	- Project Management Plan - Integrated Project Schedule - Communication Plan - Decision Workbook
Monitoring and Control/ Configuration	Remote installation tasks consisting of the following: - Software installation - Application installation - Network architecture review Comprehension design and configuration task for the software solution: - Discovery sessions with Functional Experts - Creation of workflow - Report development - System configuration - Data converted - Third-party software Integration, where applicable Remote Data Conversion and Testing: After initial data load occurred within respective processes, CentralSquare will refresh the Customer's production data at go live	- Monthly Status Report - Issues Log - Risk Register - Business Process Optimization Write Up
Testing	Shared responsibilities for the following tasks: - System validation - Application tests - Integration testing - Parallel testing Completion of the following tasks are accomplished through a combination of onsite and distance learning sessions: - End user training - System administration training	Test Workbook
Deployment/ Closeout	Tasks to be completed at or near the end of the implementation project: - Mock Go Live/Go Live Readiness review - Go Live activities - Complete project documentation - Transition to support team - Transition to customer success manager	- Go Live Plan - Services to Support/CSM Project Closeout Report

Service Assumptions

CentralSquare is implementing a Commercially Available Off-the-Shelf solution.

Customer and CentralSquare will jointly develop the detailed and fully integrated project plan and schedule.

Any significant or material changes to the project, once the project plan is finalized, may result in the need for a change order.

Customer may obtain the services of an additional consultant to provide project review, advice, and consultation at their own cost. CentralSquare will make every attempt to cooperate with the efforts of this consultant within the context of Customer's participation, deliverable review, and approval timeframes identified within this SOW and the Agreement.

Both the Customer and CentralSquare will furnish resources with appropriate skills and experience to handle the roles and responsibility described in this SOW.

Customer Responsibilities

Customer will change business processes as necessary to maximize efficiencies in the Enterprise Solution.

Customer will make resources available to assist as needed to fulfill the responsibilities herein.

Customer will form a Project Team and will make their Project Team members available for meetings; consulting and training sessions; discussions and conference calls; and, other related project tasks or events requested by CentralSquare, or as indicated in the project plan.

Customer Project Team members will respond to information requests from CentralSquare staff in a timely manner as to minimize delays in the project.

Customer Project Manager, Project Team, Subject Matter Experts, and other key personnel (as determined by Customer) will participate in the Kick-Off Meeting.

Customer will cooperate with CentralSquare Project Manager to develop a mutually agreeable schedule and agenda for the workflow discovery.

Customer will review recommendations in the Workflow Analysis Report and attend the scheduled presentation of the findings. Customer will submit written questions or requests for clarification/revision to the CentralSquare Project Manager within five (5) business days of the presentation.

Customer will participate in planning activities (conference calls, emails) with CentralSquare Application Installation Consultant and Technical Lead.

Customer will designate a representative as the Project Team's Project Manager. The Project Manager will be the primary point of contact for project coordination throughout the project.

Customer will provide adequate breakout and conference space, as well as an adequate workspace for each onsite CentralSquare consultant, with access to network, Wi-Fi, telephone, and close proximity to the Customer Project Team.

Customer will provide adequate training space and computers for the scheduled training throughout the project. The training spaces will include fully functioning networked computers, meeting the required CentralSquare hardware standards. CentralSquare may consider alternative meeting options such as WebEx, video conferencing, remote desktop, and conference calls when appropriate.

Customer will act as the primary point of contact with non-CentralSquare third parties, including other vendors, state agencies, and local agencies that control products and/or databases with which CentralSquare products are to be interfaced.

Customer will provide expertise in third-party data, data mapping, and data validation.

Customer will be responsible for validating all data transferred into the Enterprise Solution and data transferred from Enterprise Solution into other third-party applications.

Customer application owners will participate in testing activities.

Customer will provide verification and validation of the converted data into the designated non-production environment according to the Test Plan.

Approval to proceed: Customer will provide sign off of the converted data set in a non-production environment, approving the cycle to be completed in a production environment.

Customer will identify and schedule appropriate personnel to attend training.

Customer will complete all tasks on the Customer Go Live preparation checklist in the designated timeframes.

Customer Project Manager and other key personnel (as determined by Customer) provide support and assistance throughout Go Live event.

Customer will provide sign off of the converted data set into the production environment.

Out of Scope

Development of ad hoc reports.

Modifications to baseline reports, forms, web pages.

Application Workshops (Refresher Training/Train the Trainer)

Application workshop training classes designed as hands-on workshops to Train-the-Trainer. Designed to provide a refresher with a focus on the changes from the previous version to the current. These classes generally are limited to six participants (or as determined by mutual agreement of the CentralSquare and Customer Project Managers) and should be attended by subject-matter experts in the specific application area.

Core Solution	# of Classes	Training Type	Intended Audience	Topics	Location
Finance Core Training	5	Instructor-led Training	Train the Trainer	Accounts Receivable, Cash Receipts, Contract Management	Remote
General Ledger Training	1	Instructor-led Training	Train the Trainer	Overview of General Ledger & Budget	Remote
HR & Payroll	3	Instructor-led Training	Train the Trainer	HR, Payroll, Parallel Payroll, Troubleshooting	Remote

DATA MIGRATION:

CentralSquare will obtain a current copy of the customer's production database and deploy it in the customer's new pre-production environment. No data conversion services are included, in this contract. Data migration contracted for this project includes:

Module To be Migrated Definition of Module

<i>Core, GL and HRPY</i>	All existing Finance Enterprise production environment for core finance, general ledger and HR/Payroll
<i>Defaults</i>	All data defaults
<i>Security</i>	User, roles, and security data
<i>Workflow Models</i>	Workflow models for existing processes

INTERFACE AND INTEGRATIONS:

The software Integrations and Interfaces identified during the sales process are listed in the attached spreadsheet labeled Columbia SC – IFAS to FE – CDD WF Win7Task Interface-File Functions 12-17-2020 (003) -Appendix C.xlsx (Appendix C).

Roles and Responsibilities

CentralSquare:

- CentralSquare consultants will advise and train Customer on using the CentralSquare standard Workflow functionality to achieve desired activity, where possible.
- CentralSquare consultants will advise and train Customer on using the CentralSquare standard file uploads to complete the data integration if applicable. CentralSquare will assist and advise on data mapping as required.

CentralSquare supplies numerous API's for integration the Customer can use should they choose. The API's are part of the Fusion integration tool.

- CentralSquare will assist and advise Customer on API integration.
- CentralSquare will work with the Customer on testing and perfecting the integrations, until Customer signs off on each integration. Customer understands that any delay on their part may have an impact on the overall project schedule. CentralSquare understands that any delay on their part may also have an impact on the overall project schedule.
- Where a CentralSquare relationship exists, CentralSquare may provide assistance to the Customer to facilitate the communication with third parties, including other vendors, state agencies, and local agencies that control products and/or databases with which CentralSquare products are to be integrated.
- Install all integrations/interfaces required for Go Live prior to system integration testing.
- Training for SME's on functionality and maintenance of each integration/interface as installed and configured.
- Provide interface/integration control documents to Customer, upon request.
- Where interfaces are custom, CentralSquare will work with the third-party consultants to receive a detailed statement of work around each custom item. CentralSquare will assist Customer as necessary in performing the integration testing and validation.

Customer:

- Customer will share with CentralSquare the planning and tasks of creating the interfaces/integrations.
- Act as the primary point of contact with third parties, including other vendors, state agencies, and local agencies that control products and/or databases with which CentralSquare products are to be interfaced/integrated.
- Provide detailed schema, protocol, query specifications, as needed, and as available per interface.
- Ensure design decisions are made conclusively and in a timely fashion.
- Provide a Customer point of contact for each interface who is knowledgeable of the workflow and data requirements.
- Responsible for validating all data transferred into the Solution and data transferred from the IFAS Solution to another application.
- Provide SME(s) familiar with existing data structures in the legacy system to assist with the interface/integration process.
- Provide expertise in third-party data, data mapping, and data validation.
- Review and provide written feedback on interface/integration control documents within ten (10) business days of delivery.

Assumptions:

- CentralSquare is not responsible for the applicable third-party software, third-party hardware or third-party system software costs which may be required for the development of the interfaces described.
- Following is a description of the interfaces to be provided.

Dispute Resolution Procedure:

The Customer and CentralSquare should anticipate challenging issues to arise throughout the implementation process due to the complex magnitude of this project. In order for these issues to be remedied in a timely fashion, the Customer and CentralSquare will utilize the following Dispute Resolution Procedure:

All communication regarding the project should be directed to the respective Project Managers of CentralSquare and the Customer to maintain consistent communication between the parties. Scheduled weekly calls/meetings will be maintained between the two Project Managers and the Customer's PMT.

All issues or concerns will be discussed actively and openly between all parties. If issues begin to interfere with the progression of the implementation project, the Customer and/or CentralSquare should escalate issues to CentralSquare management in the sequence below, as needed:

Name and Role	Phone	Email
George Slyman, Sr. Director of Professional Services	360-303-9362	George.Slyman@centralsquare.com
Mike Poth, VP Professional Services	703-328-0979	Mike.Poth@CentralSquare.com

Change Requests and Changes to this Statement of Work:

The Customer and CentralSquare may request a change to the services outlined in this SOW by following the process outlined in this section. Either party may request changes in scope. Such a request is honored by the parties only if it becomes a formal Change Order. Customer will work with CentralSquare to document all requested changes in a change request form ("Change Order Form") in the form set forth in Attachment 1.

The change order will provide sufficient detail including the following.

- Detailed description of resources (both Customer and CentralSquare) required to perform the change.
- Specifications if applicable
- Implementation plans
- Schedule for completion
- Verification and approval criteria
- Impact on current milestones and payment schedule
- Additional milestones (if applicable)
- Impact on project goals and objectives
- Price

Either CentralSquare or Customer management may propose a change by submittal of a Change Request to the other party. The other party has five (5) business days (or as mutually agreed upon) to determine whether it agrees to the Change Request. If both parties agree to the Change Request, the change will become a Change Order documented and signed by both parties. If agreement to pursue a Change Order does not occur in five (5) business days of the initiation of the Change Request (or as mutually agreed upon), it is assumed that the Change Request has been rejected and any remaining issues will be identified on the Issues Log and/or follow the above-mentioned dispute resolution process.

Deployment:

Starts with both teams agreeing on readiness, then CentralSquare will perform the final migration of the customer's current production data by moving it into the new pre-production environment. Once verified data is delivered, customer will Go Live. Significant tasks include:

Major Task	Description
Execute Go Live	The transition from the current Finance environment to the new Finance Enterprise environment. Customer conducts normal day-to-day business with the new system.
Go Live Support	This session will be used to provide support for Go Live. The topics will be determined by client needs. See <i>Go Live below</i> .

GO LIVE:

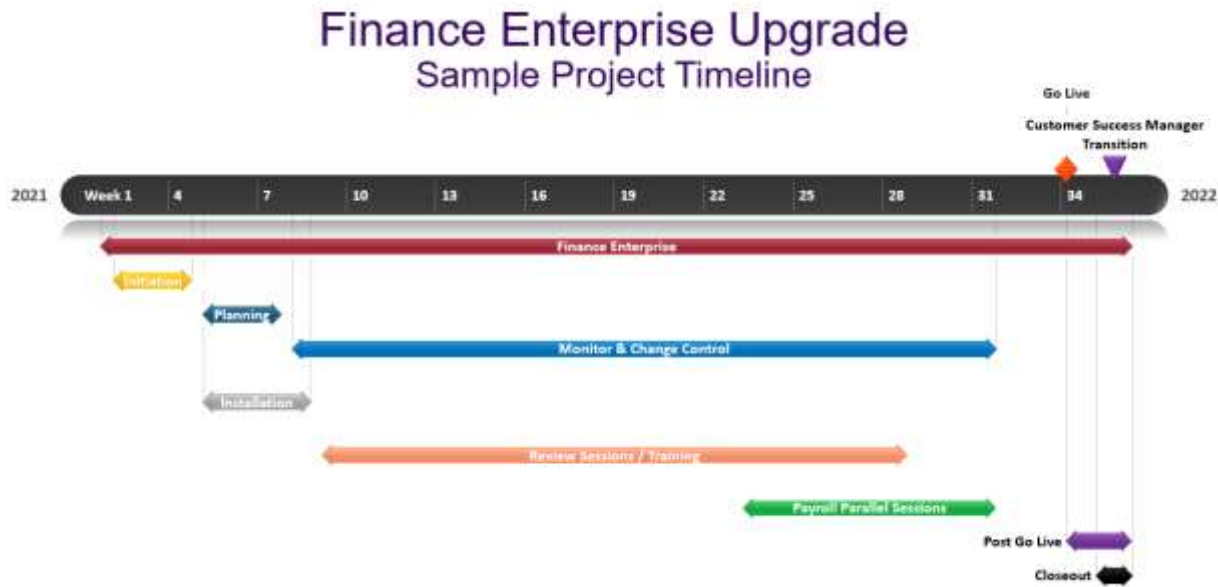
CentralSquare offers a variety of Go-Live services to augment the Customer's staff during the transition from the older version to the new. Included in this project is a Go Live Check List and resource allocation. Additionally, CentralSquare will support the Go-Live with the following services:

Type of Resource; Role	Number of Days	Onsite or Remote
Consultant: Supporting staff during go live event	1	Remote
CentralSquare Project Manager; Supporting project during go live event	As Needed	Remote

APPENDIX B: SAMPLE Implementation Timeline

Below is an example of CentralSquare's timeline. The official Project Plan and Timeline with actual dates will be mutually agreed between both Customer & CentralSquare Project Managers, during the Initiation Phase of the project.

Sample Project Timeline



APPENDIX C: INTERFACES

The software Integrations and Interfaces identified during the sales process are listed below

Columbia SC – IFAS to FE – CDD WF Win7Task Interface-File Functions 12-17-2020 (003) -Appendix C.xlsx

CDD INTERFACES	
Report Name	Report Description
ACA_EXPORT_JAL	ACA: ACA Export
IT_ALPHACARD_BADGEID_DATA_JAL	AlphaCard: Alpha Card Badge ID Data
AP_EFT_PAYABLES_FILE_JAL	AP: EFT Payables File
AR_INVOICE_WORD_MERGE_JAL	AR: AR Invoice (Word Merge)
City_of_Columbia_Purchase_Order	Auto PO: City of Columbia Purchase Order
IT_AUTO_HR_PERS_TRANS_SYSADMIN_JAL	Auto-Email 01 Monday: Personnel Transaction Listing (Hire-Terminate Only)
IT_AUTO_HR_PERS_TRANS_LIST_JAL	Auto-Email 02 Monday: Personnel Transaction Listing (HR-PY Version Only)
IT_AUTO_PO_PRINTING_EVENT_LOG_JAL	Auto-Email 03 Monday: PO Printing Log with Vendor Email, Phone
IT_AUTO_PY_MAX_LEAVE_JAL	Auto-Email 04 Monday: Employee Max Leave
IT_AUTO_UNAUTHORIZED_PO_JAL	Auto-Email 05 Monday: Unauthorized POs
IT_AUTO_EFT_TURNED_ON_JAL	Auto-Email 06 Monday: Employees with EFT Turned Off
IT_AUTO_HR_EARNINGS_EXPIRATION_JAL	Auto-Email 07 Monday: Employees whose Account Codes are set to Expire
IT_AUTO_PAY_CONTDDED_VARIANCE_JAL	Auto-Email 09 Wednesday: Pay Period Cont-Ded Variance
IT_AUTO_HOUR_WAGE_VARIANCE_JAL	Auto-Email 10 Wednesday: Pay Period Hour-Wage Variance
IT_AUTO_CM_EXPIRATION_NOTICES_JAL	Auto-Email 12 Monday: CM Expiration Notifications
IT_AUTO_CERTIFICATION_EXPIRE_NOTICE_JAL	Auto-Workflow Report: Certification Expiration Notice (DO NOT DELETE)
IT_AUTO_CERTIFICATION_PAY_JAL	Auto-Workflow Report: Certification Special Pay (DO NOT DELETE)
NU_WORKFLOW_CHECK_WP_STATUS_JAL	Auto-Workflow Report: Checks in 'Wait Pay' Status (DO NOT DELETE)
IT_AUTO_HR_PERS_TRANS_DAILY2_JAL	Auto-Workflow Report: Hire-Terminate Daily Report new Version (DO NOT DELETE)
IT_AUTO_PERS_TRANS_POLICE_JAL	Auto-Workflow Report: Police Personnel Changes by HR (DO NOT DELETE)
IT_AUTO_OHBDTL_PORC_AGED_AP_JAL	Auto-Workflow Report: POs Unpaid Over 25 Days
IT_AUTO_PROTECTIVE_SERVICE_HIRE_TERM_JAL	Auto-Workflow Report: Protective Services Hire-Term Monthly Listing (DO NOT DELETE)
BK_ESCHEAT_LETTER_JAL	BK: Escheat Letter
BK_STALE_CK_PE_DETAIL_JAL	BR: Stale Date PE Detail (SC Treasurer Report)

HR_CITYWORKS_EXPORT_JAL	CityWorks: CityWorks Employee Position Data Export
PE_CITYWORKS_VENDOR_EXPORT_JAL	CityWorks: CityWorks Vendor Data Export
CORNERSTONE_ORG_CHART2_JAL	Cornerstone: Division Output File - Text Version
CORNERSTONE_SALARYTABLE_JAL	Cornerstone: Grade Output File - Text Version
CORNERSTONE_ORG_CHART_JAL	Cornerstone: Location Output File - Text Version
CORNERSTONE_POSITION_JAL	Cornerstone: Position Output File - Text Version
CORNERSTONE_EMPLOYEE_DATA_JAL	Cornerstone: User Output File - Text Version
HR_COLONIAL_BENEFITS_DATA_FILE_JAL	HR: Colonial Employee Benefit Data File
HR_EEO4_SUMMARY_JAL	HR: EEO4 Summary Report
HR_LTR_EMPLOYED_JDC	HR: Letter - Employment Verification No Salary
HR_LTR_EMPLOYED_SAL_JDC	HR: Letter - Employment Verification with Salary
EMPMSTR_EMPPAY_PYCDHDTL_LTD_ADD_JAL	HR: LTD and AD&D Census Report
HR_OPEN_ENROLLMENT_PEBA_VALIDATION_JAL	HR: Open Enrollment - IFAS to PEBA Validation
HR_COLONIAL_CENSUS_DATA_FILE_JAL	HR: Peba Employee Census Data File
PEBA_TO_IFAS_RECONCILIATION	HR: PEBA To IFAS Reconciliation
HR_SCRS_SUPPLEMENTAL_FORM_JAL	HR: Retirement 1224 Supplemental
HR_PORS_SUPPLEMENTAL_FORM_JAL	HR: Retirement 1227 Supplemental
HR_SC_NEW_HIRE_FLAT_FILE_JAL	HR: SC New Hire Report (Flat File)
IT_EMP_TRACKIT_LSG	IT: Employee Info for Track-it -HR
JE_PCARD_JE_IMPORT_FILE_JAL	JE: P-Card to JE Import File Creator (BBT)
KRONOS_EMPLOYEE_IMPORT_JAL	Kronos: Employee Import (IFAS data export to Kronos)
KRONOS_IFAS_LEAVE_ANALYSIS_JAL	Kronos: Leave Accrual Analysis (Kronos vs IFAS)
LDAP_ACTIVE_DIRECTORY_DATA_JAL	LDAP: Active Directory Details
BK_BRDOC_TRUTH_SPENDING_JAL	OH: Truth in Spending Report – Summary
PE_ADDRESS_XLS_JDC	PE: Vendor Listing - Addresses, Assoc Codes, PO Stats
PO_PO_FORM_TEMPLATE_JAL	PO: PO to pdf
PY_EMP_XTD_941_TAX_JAL	PY: 941 Tax Summary Report - Month, Quarter Only
PY_AFLAC_DETAIL_REPORT_XLS_JAL	PY: AFLAC Detail Report (Excel)
PY_COLONIAL_FILE	PY: Colonial Supplemental Insurance Transmittal File
PY_CUNION_FILE	PY: Credit Union Transmittal File
PY_DEF_COMP_FILE_JAL	PY: Deferred Comp Transmittal File New Version
PY_GLT_EMPMSTR_FIRE_ONLY_JAL	PY: Fire Cost Center Report (County, City) - Detail (Hours and Benefits per Employee)
PY_GLT_EMPMSTR_FIRE_SUMMARY_JAL	PY: Fire Cost Center Report (County, City) - Summary
PY_FLEX_TRANSMITTAL_FILE_JAL	PY: Flex (WageWorks) Transmittal File
PY_HIST_GE_LIFE_XLS_JDC	PY: Payroll History - GE Life & Equity (Excel Option)

PY_HIST_PROV_LIFE_XLS_JDC	PY: Payroll History - Long Term Disability (Excel)
PY_HIST_NY_LIFE_XLS_JDC	PY: Payroll History - New York Life (Excel Option)
PY_HIST_UNITED_WAY_XLS_JDC	PY: Payroll History - United Way (Excel Option)
PY_RETIREMT_NONWAGE_JAL	PY: Retirement System - Non-Retirement Wage Earners - Quarterly
PY_SCRS_FILE	PY: SC Retirement System Transmittal File - to be submitted (single row option)
PY_SCESC_FILE	PY: Unemployment Security Comm File
PY_SCRS_MONTHLY_EXPORT_JAL	PY: Retirement Monthly Report - Excel
PY_SCRS_QUARTERLY_EXPORT_JAL	PY: Retirement Quarterly Report - Excel
WORKFLOW	
WF Model Name	WF Model Description
KRONOS_IMPORT	Kronos Import from IFAS
AUTO_PO_EMAIL	Automated PO Email to Vendor
CSOD_IMPORT	Cornerstone Import
WIN7 TASK SCHEDULE	
Windows 7 Task Scheduler (in conjunction with CDD .xml)	
Auto PO: City of Columbia Purchase Order	
Auto-Email 01 Monday: Personnel Transaction Listing (Hire-Terminate Only)	
Auto-Email 02 Monday: Personnel Transaction Listing (HR-PY Version Only)	
Auto-Email 03 Monday: PO Printing Log with Vendor Email, Phone	
Auto-Email 04 Monday: Employee Max Leave	
Auto-Email 05 Monday: Unauthorized POs	
Auto-Email 06 Monday: Employees with EFT Turned Off	
Auto-Email 07 Monday: Employees whose Account Codes are set to Expire	
Auto-Email 09 Wednesday: Pay Period Cont-Ded Variance	
Auto-Email 10 Wednesday: Pay Period Hour-Wage Variance	
Auto-Email 12 Monday: CM Expiration Notifications	
Auto-Workflow Report: Certification Expiration Notice (DO NOT DELETE)	
Auto-Workflow Report: Certification Special Pay (DO NOT DELETE)	
Auto-Workflow Report: Checks in 'Wait Pay' Status (DO NOT DELETE)	
Auto-Workflow Report: Hire-Terminate Daily Report new Version (DO NOT DELETE)	
Auto-Workflow Report: Police Personnel Changes by HR (DO NOT DELETE)	
Auto-Workflow Report: POs Unpaid Over 25 Days	

DBL SQL Interfaces
Name / Description / Purpose
IFAS Interface files
-- check for interface files on shared drives and move to admin/data and pad
5,10,15,20,25,30,35,40,45,50,55 8-19 * * * /usr/local/bin/cp_daily_file > /dev/null 2>&1
-- move the positive pay file from admin/data to a share that a user can access and send to the bank
35 8-18 * * * 1-5 /usr/local/bin/cp_daily_pp > /dev/null 2>&1
-- copy the energov file from a remote share to the admin/data directory
25 1 * * * /usr/local/bin/cp_daily_energov > /dev/null 2>&1
-- Banner daily GL interface file **
-- copy file from Banner remote share and put in admin/data and pad
00 8 * * * 0-6 /usr/local/bin/cp_daily_gl > /dev/null 2>&1
-- not sure this is still in use with everbridge in cloud
-- creates table of employees to be used by everbridge -- will connect by remote SQL database connection to read table
25 17 * * * /usr/local/bin/everbridge >> /dev/null 2>&1
-- creates an employee table that TrackIT (helpdesk app) can query directly to get employee information
25 18 * * * /usr/local/bin/trackit >> /dev/null 2>&1
-- for Kronos - builds an employee table w/ email so that other CDD reports can generate output for Kronos
20 17 * * * /usr/local/bin/ldap_table > /dev/null 2>&1
-- queries remote SQL database to get a list of employees and badge numbers
30 17 * * * /usr/local/bin/alpha_table >> /usr/local/bin/alpha_table.out 2>&1
-- creates an department/division listing for iapro from the telestaff database - file created by other system
05 00 * * * /usr/local/bin/iapro.telestaff > /dev/null 2>&1
-- creates an outputfile for iapro from the ldap_table and telestaff tables created earlier
10 00 * * * /usr/local/bin/iapro > /dev/null 2>&1

APPENDIX D: Cloud Services (Cloud Services - Hosted)

CentralSquare and Customer will conduct the following as part of this project.

Tasks	Name	Description	Customer Role	CentralSquare Role
1	Creation	Initial Creation of CentralSquare's Finance Enterprise Pre-Production Environment	Attend Discovery Call	Discovery Call Complete install and data migration
2	Test Account Creation	Test Account Creation is the creation of the test account which is cloned from the pre-production environment.	Validate Account	Create Test Account

Assumptions

- CentralSquare will migrate data into the Finance Enterprise database and confirm the Finance Enterprise software's primary system functions are available.
- CentralSquare will install the customer environment into CentralSquare's private hosted environment, managed by our Hosted Services team centers and provide access to the Customer through a standard URL. We will also provide a VPN device to access the URL to secure Customer required third-party integrations identified for this project.
- CentralSquare will complete all work remotely
- CentralSquare will create one (1) Production Account and one (1) Test Account as part of the Agreement. Additional accounts will require additional hours added under separate quote by mutual written agreement at CentralSquare's prevailing rates.

Roles and Responsibilities

CentralSquare:

- Load files and perform initial configuration of all licensed CentralSquare applications, including base and add-on modules, and interfaces to third-party applications. Configuration includes activating appropriate modules, table set up, and selection of mandatory configuration settings based on combination of CentralSquare applications purchased.
- Set up test environment as mirror copy of the production environment.
- Conduct a test to verify that CentralSquare applications have been installed and configured successfully, operating properly, and are ready to begin the implementation and configuration process. Note: Not all CentralSquare components may be ready at this point, for a full test, but a reasonable effort ensures CentralSquare components are ready for the next step in the process. CentralSquare installation services will ensure that all needed components are prepared and ready prior to conducting subsequent activities for the specific application area according to the agreed upon Project Schedule.

Customer:

- Participate in planning activities (conference calls, emails) with CentralSquare Application Installation Consultant and Technical Lead.
- Attend knowledge transfer sessions focusing on how to prepare workstations or mobile computers to run CentralSquare applications.



Quote prepared on:

October 01, 2021

Quote prepared by:

Denise Pratt

denise.pratt@centralsquare.com

Quote #: Q-69071

Primary Quoted Solution: Finance Enterprise

Quote expires on: December 29, 2021

Quote prepared for:

Missy Caughman

City of Columbia

PO Box 147

Columbia, SC 29217

(803) 545-3201

Thank you for your interest in CentralSquare. CentralSquare provides software that powers over 8,000 communities. More about our products can be found at www.centralsquare.com.

WHAT SOFTWARE IS INCLUDED?

PRODUCT NAME	QUANTITY	UNIT PRICE	TOTAL
Certent Disclosure Management (DM): Base Bundle Annual Subscription Fee	1	9,000.00	9,000.00
Finance Enterprise: Advanced SaaS Subscription Annual Subscription Fee	1	225,000.00	225,000.00
Software Total			234,000.00 USD

WHAT SERVICES ARE INCLUDED?

DESCRIPTION	TOTAL
Contract Startup Fee - Cloud Setup Fee	10,000.00
Public Administration Consulting Services - Fixed Fee	269,100.00
Public Administration Data Conversion Services - Fixed Fee	26,520.00
Public Administration Development Services - Fixed Fee	58,110.00
Public Administration Project Management Services - Fixed Fee	97,890.00
Public Administration Technical Services - Fixed Fee	8,775.00
Public Administration Training Services - Fixed Fee	131,040.00
Services Total	601,435.00 USD

QUOTE SUMMARY



Quote prepared on:

October 01, 2021

Quote prepared by:

Denise Pratt

denise.pratt@centralsquare.com

Software Subtotal

234,000.00 USD

Services Subtotal

601,435.00 USD

Quote Total

835,435.00 USD

WHAT ARE THE RECURRING FEES?

TYPE	AMOUNT
FIRST YEAR MAINTENANCE TOTAL	0.00
FIRST YEAR SUBSCRIPTION TOTAL	234,000.00

The amount totals for Maintenance and/or Subscription on this quote include only the first year of software use and maintenance. Renewal invoices will include this total plus any applicable uplift amount as outlined in the relevant purchase agreement.

This Quote is not intended to constitute a binding agreement. The terms herein shall only be effective once incorporated into a definitive written agreement with CentralSquare Technologies (including its subsidiaries) containing other customary commercial terms and signed by authorized representatives of both parties.

BILLING INFORMATION

Fees will be payable within 30 days of invoicing.

Please note that the Unit Price shown above has been rounded to the nearest two decimal places for display purposes only. The actual price may include as many as five decimal places. For example, an actual price of \$21.37656 will be shown as a

MORE INFORMATION AT [CENTRALSQUARE.COM](https://www.centralsquare.com)



Quote prepared on:

October 01, 2021

Quote prepared by:

Denise Pratt

denise.pratt@centralsquare.com

Unit Price of \$21.38. The Total for this quote has been calculated using the actual prices for the product and/or service, rather than the Unit Price displayed above.

Prices shown do not include any taxes that may apply. Any such taxes are the responsibility of Customer. This is not an invoice.

For customers based in the United States or Canada, any applicable taxes will be determined based on the laws and regulations of the taxing authority(ies) governing the "Ship To" location provided by Customer on the Quote Form.

PURCHASE ORDER INFORMATION

Is a Purchase Order (PO) required for the purchase or payment of the products on this Quote Form? (Customer to complete)

Yes ☐ No ☐

Customer's purchase order terms will be governed by the parties' existing mutually executed agreement, or in the absence of such, are void and will have no legal effect.

PO Number: _____

Initials: _____



CIP #SR8053
Main Street Intersection Improvements
Change Order #3 (Final)
PO# P183533
September 13, 2021

Reason for Changes: A modification of the Contract Agreement between the City of Columbia (City) and AOS Specialty Contractors, Inc. (Contractor) is requested due to (unforeseen) conditions requiring additional/removal of work to complete this Contract. All other provisions of the Agreement, except as herein modified or changed, remain in full force and effect.

Description for Changes: This is a Final Add/Deduct Change Order associated with the referenced Project, and during the Construction of the Main Street Intersection Improvements, it was discovered that there were numerous conflicts with multiple subsurface utilities, which required major changes in the proposed road and sidewalk replacement and construction. The following Items had to be added or modified on the Project:

- Saw cut and remove existing concrete sidewalk and asphalt.
- Install concrete curb and gutter (Barrier). Based on measured quantities, which were based on the original drawings + modifications AOS was directed to make in the field.
- Milling asphalt (2" thickness). Additional Milling was performed as required to install new pavement. No milling was performed at areas with existing concrete crosswalks, concrete circle, or areas AOS demolished and removed asphalt to install new crosswalks.
- Additional Pavement Stripping to replace New Stop Bars that were damaged by the City.
- Install new concrete crosswalk (estimated at 8" depth) Concrete overage was partially due to concrete crosswalks requiring 10" thickness instead of the referenced 8". This was a cost savings alternative to the 8" concrete + 8" macadam base detail referenced by Bennie Gable on 9/28/20. No detail was provided during bid, and contractor did not figure an additional 8" macadam base, thus the cost to add 2" of extra concrete to match other nearby intersections was accepted in lieu of the more expensive cost for excavating deeper and installing 8" of additional stone.
- Install new concrete sidewalk (estimated 4" depth) City modified the layout in various areas throughout the project, resulting in more concrete than originally anticipated during City's quantity estimate.
- New concrete sidewalk scoring. This quantity was measured in the field. Additional scoring was requested to match crosswalks on Taylor Street intersection. Quantities do not include the scoring on the handicap ramps.
- New asphalt concrete pavement (estimated 4" depth) Asphalt pavement quantity in the estimate was inaccurate. Tonnage billed is based on tickets.

CIP #SR8053
 Change Order #3 (Final)
 Page 2

- Cut off signal arms to appropriate lengths. Mast arms were on order, when requested by the City to change the locations of foundations. The new locations required shorter arm lengths. The City agreed to pay the above amount to cut and install custom caps on the ends as directed by the City.

Additions

Item #2-Saw Cut & Remove Concrete Sidewalk and Asphalt Pavement 448 TN @ \$200.00	\$ 89,600.00
Item #4-Install Concrete Curb and Gutter (barrier) 13 LF @ \$18.00	\$ 234.00
Item #5-Milling Asphalt Concrete (2" depth) 70 TN @ \$75.00	\$ 5,250.00
Item #18-New White Stop Bar 10.604 EA @ \$125.00	\$ 1,325.50
Item #19-Concrete Crosswalk (8" depth) 15.25 CY @ \$455.00	\$ 6,938.75
Item #20-Concrete Sidewalk (4" depth) 34.25 CY @ \$440.00	\$ 15,070.00
Item #21-Concrete Sidewalk scoring 3,293 SF @ \$2.35	\$ 7,738.55
Item #22-Asphalt Concrete Pavement (2" depth) 353.88 TN @ \$250.00	\$ 88,470.00
New Item-Cut off Signal Mast Arm lengths 5 EA @ \$1,500.00	\$ 7,500.00
TOTAL ADDITIONS:	\$ 222,126.80

Deductions

TOTAL DEDUCTIONS:	\$ 0.00
--------------------------	----------------

TOTAL CHANGE (ADDITION):	\$ 222,126.80
---------------------------------	----------------------

Funding Source: 4139999-658650-CP003403

Owner's Contingency Allowance

Original Allowance Total:	\$ 89,901.45
Previous Change Orders (Decrease):	\$ 6,868.00
This Change (Decrease):	\$ 83,033.45
Revised Owner's Contingency Allowance:	\$ 0.00

Proposed Change and Basis for Payment

Original Contract Price:	\$ 899,010.45
Previous Change Orders (Increase):	\$ 6,868.00
This Change (Increase):	\$ 222,126.80
Revised Contract Price:	\$ 1,128,005.25

CIP #SR8053
 Change Order #3 (Final)
 Page 3

Contractual Completion Date:

Notice to Proceed: 06/01/20

Scheduled Completion Date: 08/30/20

Days Added (Construction) CO#1: 155 days (02/01/2021)

Days Added (Construction) CO#2: 229 days (09/18/2021)

Days Added (Contract Closeout) CO#2: 120 days (01/16/2022)

Revised Completion Date: 09/18/2021

Contract Closeout Date: 01/16/2022

This Change is Acceptable:

AOS Specialty Contractors, Inc.
 (Ms. Mandi Ellis)

By: Mandi Ellis

Title: Project Coordinator

Recommended for Approval: M. Kristen Puckett Construction Coordinator
 M. Kristen Puckett

Recommended for Approval: Sam Catoe Sr. Construction Coordinator
 Sam Catoe

Recommend for Approval: Andrea Bolling Asst. City Engineer for Const.
 Andrea Bolling, P.E.

Recommend for Approval: Clint E. Shealy, P.E. Asst. City Manager
 Clint E. Shealy, P.E.

Approved: Teresa B. Wilson - for Teresa Wilson City Manager
 Teresa B. Wilson

APPROVED AS TO FORM

Sam Catoe
 Legal Department City of Columbia, SC
 10/20/2021



AGREEMENT FOR UTILITY RELOCATION PROFESSIONAL SERVICES

This Agreement is being awarded under procurement method RFQ004-19-20-BF Utility Relocation & Improvement 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 Mead and Hunt, (hereinafter referred to as the Consultant), to provide engineering design consulting support for Utility Relocation Project WM439302-SS740902 Leesburg Road Inspection Services for the City of Columbia, SC.

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

City of Columbia

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

MEAD AND HUNT

Name: Kevin Barnes, PE
 Title: Senior Project Manager, Transportation
 Address: 878 South Lake Drive
 Lexington, SC 29072
 Phone: (803) 996-2900
 Fax: N/A
 Email: kevinbarnes@meadhunt.com

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

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

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

4. **TERM OF AGREEMENT** – The term of the Agreement is the date of the execution of a *Notice to Proceed and a valid Purchase Order from the City of Columbia* for an initial term of three (3) years, with the option to renew or continue with work for two (2) additional one-year periods at the mutual pleasure of both parties.

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

5. **SCHEDULE FOR COMPLETION OF SERVICES** – The Consultant shall complete any and all services performed under this Agreement within the timeframes as outlined in Exhibit B, attached hereto.
6. **COMPENSATION** – (See Exhibit C)
 - A. The total compensation to be paid by the City to the Consultant under this Agreement shall not exceed Six Hundred Fifty-One Thousand, Seven Hundred Twenty-One Dollars and 20/100 (\$651,721.20).
 - 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
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)
 1. The Consultant is required to pay all Subconsultants and material suppliers for all work that the Subconsultant has satisfactorily completed, no later than twenty (20) calendar days after the Consultant has received payment from the City.
 2. In addition, all retainage amounts received from the City by the Consultant must be paid by the Consultant to the Subconsultant no later than fourteen (14) calendar days after the Subconsultant has, in the opinion of the City, or designee, satisfactorily completed its portion of the Work.
 3. A delay in or postponement of payment to the Subconsultant or material supplier requires good cause and prior written approval of the City or designee.
 4. The Consultant is required to include, in each Subcontract, a clause requiring the use of appropriate arbitration mechanisms or other method to resolve all payment disputes.
 5. The City will not pay the Consultant for subsequent work performed unless and until the Consultant ensures that the Subconsultants have been promptly paid for the work they have performed under all previous payment requests, as evidenced by the filing of City lien waivers, canceled checks (if requested), and the Consultants sworn statement that it has complied with the prompt payment requirements. The Consultant must submit a Prompt Payment Affidavit, Subconsultant list that identifies each Subconsultant (both Disadvantaged Business Enterprises (DBEs) and non-DBEs) including Subcontract values and the date and amount of the last payment to such

Subconsultant(s). That documentation must be provided with every payment request submitted to the City, except for the first payment request.

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

E. Affirmative Action Procurement and Contracting Goals:

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

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

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

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

F. Subcontracting Goals

Under this Agreement, the subcontracting goals are as follows:

SB Goals	20.01	%
MBE	N/A	%
WBE	N/A	%
LSA	N/A	%

The Consultant will ensure Subconsultant performance during the period of performance, and optional periods as applicable. Achievement of these goals are expected during the life of the 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 Protégé goal for this requirement is 20.01% participation.

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 Consultants Worker Compensation Insurance. The Consultant shall not permit any person who is not protected by Workers Compensation Insurance or a properly approved Self-Insured Workers Compensation Program to perform any activity related to this Agreement.

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

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

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

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

- C. The Consultant shall indemnify, defend, hold harmless and reimburse the City, its agents, and employees from and against any and all losses, liabilities, expenses, and all claims for damages of any nature whatsoever relating to or arising out of negligent acts, errors, or omissions 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 Consultant s Permits, City/County/ South Carolina Department of Health and Environmental Control (SCDOT) Encroachment Permits, encroachment permits for other utility rights-of-way and railroad right-of-way encroachment permits/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 Consultants successor. All records shall be free from any proprietary claims or interest. The Consultant agrees to fully cooperate with the City and any successor to ensure an effective transition to continuously provide the required services.

11. **INTEREST OF CONSULTANT** – The Consultant covenants that Consultant presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement or which is adverse to the

interests of the City. The Consultant further covenants that in the performance of this Agreement no person having such interest shall be employed.

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

12. **TERMINATION OF AGREEMENT** – The City may terminate this Agreement at any time upon any of the following grounds:
 - A. Failure by the City to appropriate funds for the performance of any of the services required in this Agreement in any annual budget;
 - B. The Consultant fails to perform any of the services required in this Agreement and does not correct such deficiency within fifteen (15) days after being notified by the City of such deficiency;
 - C. Force Majeure;
 - D. The City, at its sole option and discretion, has the right to terminate this Agreement for any reason whatsoever. A termination for default under this Agreement, if wrongfully made, shall be treated as a termination for convenience under this clause;
 - E. Upon expiration of the term of this Agreement; and
 - F. By mutual agreement.
Notice of termination shall be sent by registered mail, return receipt requested. In the event of termination, the Consultant shall only be entitled to the actual direct costs of all labor and material expended on the services required under this Agreement prior to the effective date of the termination or the Engineer shall be entitled to be paid a pro-rata percentage of the total Agreement price which is equal to its percent of completion, whichever of the two methods provides the lowest sum to be paid to the Consultant. In no event shall the Consultant be entitled to anticipatory profit or damages for any termination under this Agreement. In no event shall the Consultant be entitled to assert a claim in quantum meruit or any other measure of damages other than that stated herein.
13. **OWNERSHIP OF PROJECT** - All data, documents or other information of any description generated by or used by the Consultant or any Subconsultant retained by the Consultant and related to the services required by this Agreement shall be the property of the City and shall not be used by the Consultant for any purpose whatsoever except to perform the services required by this Agreement.
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. **INDEPENDENT CONTRACTOR** - 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.

16. **ASSIGNABILITY/SUBCONTRACTING** - 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.
17. **ACCESS TO RECORDS** - The Consultant shall furnish and its Subconsultants shall furnish all information and reports required hereunder.
18. **DISPUTE RESOLUTION** - 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.
19. **GOVERNING LAW** - 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.
20. **WHOLE AGREEMENT** - 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.
21. **AMENDMENTS** - 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.
22. **BREACH/WAIVER** - 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.
23. **SEVERABILITY** - 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.
24. **ETHICS** - 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.

25. **NON-DISCRIMINATION IN CONTRACTING POLICY** - 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.
26. **SUCCESSORSHIP** - 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.
27. **FINDINGS CONFIDENTIAL** - 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.
28. **CONTRACT DOCUMENT** - 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.

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

This Agreement is subject to City Council approval.

**REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK – SIGNATURE
PAGE FOLLOWS**

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

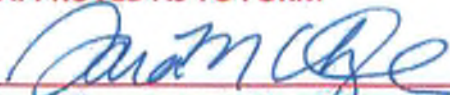
CITY OF COLUMBIA, SOUTH CAROLINA

Witness

Teresa Wilson, City Manager

Date: _____

APPROVED AS TO FORM


Legal Department City of Columbia, SC
10/11/2021

MEAD AND HUNT

Kevin J. Barnes, Dept. Manager



Date: 10/15/2021

Print: Name/Title

Signature

(Corporate Seal)

Attest



Signature



Date: 10/15/2021

Space Left Intentionally Blank

List of Exhibits

Exhibit A – Scope of Services

Exhibit B – Schedule for Completion of Services

Exhibit C – Compensation

Exhibit D – Business Information Statement for Subcontractors/Subconsultants

Exhibit E – MPP Implementation Plan

Space Left Intentionally Blank

EXHIBIT A

SCOPE OF SERVICES

City of Columbia

CIP # WM439302 or SS740902

Water and Sewer Construction Observation, Inspection and Monitoring

The services performed as part of this Scope of Service include providing professional technical consulting support to the City of Columbia (City) for water and sewer relocation projects around the widening of Leesburg Road from near Fairmont Road to near Lower Richland Boulevard for approximately 3.9 miles. The scope of work includes the construction observation, inspection and monitoring for relocation of the following facilities:

- Waterlines ranging in size from 2-inch to 12-inch
- Gravity sewer lines ranging from 4-inch to 8-inch
- Sanitary sewer force mains ranging from 2-inch to 8-inch

These relocation projects have been bid “in-contract” through the SCDOT. Mead & Hunt (Consultant) will work with City forces and current City design teams to observe, inspect and monitor work related to the current water and sewer relocation plans to confirm that the installation of the City utilities conforms to applicable relocations plans and specifications.

Roadway Project Name

Leesburg Road Widening Water and Sewer Relocations

The general location of the project is shown on Figure 1 attached. Our understanding of the water and sewer relocations comes from review of the Leesburg Road Water and Sewer Relocations plans, dated February 2021, prepared by CDM Smith (Engineer):

The purpose of this project is to confirm that City water and sewer facilities are installed and placed into operation in accordance with the relocation plans and specifications.

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

- Coordination/Meetings
- Documentation
- On Site Inspection of Water and Sanitary Sewer Mains
- Observation/Monitoring/Reporting
- As-built Plan Review

Consultant will also be participating in the City of Columbia's Mentor Protégé Program as part of this project, utilizing Highfill Engineering (Highfill) as our Protégé.

TASK 100 – Project 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 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.
- Plan and perform project quality control and quality assurance.
- Project Administration will terminate at the completion of Task 800.
- 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. The Consultant will attend meetings with City, SCDOT, Engineer and Contractor personnel such as pre-construction conference, construction progress meetings, job conferences and other project related meetings as appropriate.

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, and management of the project.
- Consultant will attend coordination meetings as outlined in Task 120 of this agreement.

140 Public Outreach

- It is assumed there will be no public meetings by the CITY or by the SCDOT for this project. However, should the need arise this service can be provided as an additional service.

150 Mentor-Protégé Program

Consultant and Highfill 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.
- 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

Preliminary planning, engineering and alternative analysis services are not included in this scope.

TASK 300 – Survey and Utility Mapping

Survey in utility mapping services are not included in this scope

TASK 400 – Geotechnical Investigation

Geotechnical services are not included in this scope

TASK 500 – Final Design

Design services are not included in this scope.

TASK 600 – Permits and Property

Permitting and property services are not included in this scope

TASK 700 – Bidding and Award

Bidding services are not included in this scope

TASK 800 – Engineering Services During Construction

810 General Administration of Construction Contract

- After award of the construction contract, Consultant will provide periodic observation of the construction work. It is anticipated that the construction period for the utility relocation project will be three years with actual construction on the water and sewer relocations being performed in segments throughout this period. For estimating purposes, actual construction activity of (36) months (156 weeks) is assumed for final completion. An increase in the construction schedule may require an amendment to authorize additional construction services.
- Consultant will provide general services during construction as described herein. In the performance of its services during the Construction Services, Consultant shall not supervise, direct or have control over Contractor's work nor shall Consultant have authority over or responsibility for the means, methods, techniques, sequences, procedures of construction or safety precautions and programs incident to the work selected by the Contractor's, or for any failure of the Contractor's compliance with laws, rules, regulations, ordinances, codes or orders applicable to Contractor's.
- Consultant will comply with site safety programs, as they apply to the Consultant, and if required to do so by such safety programs, receive safety training specifically relate to Consultants own personal safety at the site.
- Administration of Construction Contract: As part of general administration of the construction contract, Consultant will consult with and advise the ENGINEER and CITY and act as the City's on-site representative during the construction period. Consultant will provide contract administration and general services required for the Project, including:
 - a) Consultant will maintain orderly project files at the Site. Documents to be maintained include, but are not limited to: correspondence, quality control procedures, quality control testing results, daily field logs, progress reports, reports of job conferences, copies of construction contract documents including Change Orders, Addenda, additional Drawings issued subsequent to the execution of the construction contract, RFI's, Engineer's clarifications and interpretations of the construction contract documents, approved shop drawing and sample submittals and other project related documents. The Consultant will utilize the SharePoint document control system provided by the CITY to upload these documents in electronic format.
 - b) Consultant will Record and maintain accurate, up-to-date lists of the names, addresses, fax numbers, e-mail addresses, websites, and telephone numbers

(including mobile numbers) of all Contractors, Subcontractors, and major Suppliers of materials and equipment.

- c) Consultant will attend coordination meetings as outlined in Task 120 of this agreement.

820 Submittal & Pay Application Review

- The Consultant will review shop drawings and other product material provided by the Contractor, as requested by the Engineer or City personnel.
- The Consultant shall not be responsible for approval of shop drawings and material submittals, material testing and inspection, clarification of contract documents, preparation of design clarifications, response to RFIs, acceptability of the Work under the construction contract documents, evaluation of modifications to the specifications or construction drawings, evaluation of compliance with the progress schedule, review and approval of testing results or review and approval of payment requests.

830 Change Management

- Services related to Change Orders and Time Extensions are not included in this scope of services.

840 Completion Monitoring & Documentation

- The Consultant will coordinate with the Engineer in advance of scheduled testing and inspections.
- The Consultant will observe and document water and sewer testing and obtain test results for submittal to Engineer and City personnel.
- The Consultant will observe and document required inspections by regulatory agencies having jurisdiction over the water and sewer relocation construction activities.
- The Consultant will confirm that information provided in the as-builts is based upon field survey information.
- The Consultant will review the Contractor redline drawings and provide comments to the Engineer and City personnel.
- The Consultant shall not be responsible for preparation of record drawings.
- The Consultant shall not be responsible for specifying the quality assurance testing that is necessary for the project, material testing and inspection, coordinating the final walk through inspection, preparation of the punch list items, determination substantial and/or final completion of the project and acceptability of the Contractor's work, recommendation of final payment, or stormwater closeout inspection and Notice of Termination.

850 Periodic Construction Observation

- Construction Observation: Consultant will visit the site (excluding visits coinciding with monthly progress meetings) to observe the progress and quality of the executed work of the Contractor and to determine, in general, if such work is proceeding in accordance with the Contract Documents. During Consultant's visits, and on the basis of on-site observations, Consultant will keep the CITY informed of the progress of the work, will endeavor to guard the Client against defects and deficiencies in such work, and may recommend to the CITY disapproval or rejection of work failing to conform to the Contract Documents. Considering the complexity of this work and its location, this scope includes the following time for observation of construction:
- This scope includes construction observation for (36) months (156 weeks) at an average of 32 hours per week by the Consultant's Inspector and 8 hours per week by the Highfill Inspector. It is also assumed that the Highfill inspector will be on site in conjunction with the Mead & Hunt inspector. If additional construction observation is required, this contract will be amended to provide such additional services.
- The Consultant will prepare a daily report, recording Contractor's hours on the Site, Subcontractors present at the Site, weather conditions, data relative to questions of Change Orders, or changed conditions, Site visitors, deliveries of equipment or materials, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Engineer and City.
- Photograph or video, as necessary, Work in progress or Site conditions.
- Visually inspect materials on-site prior to placement for compliance with construction contract documents, specifications, approved shop drawings and product material information.
- Perform construction observations services to monitor contractor progress and compliance with the construction contract documents, to verify quantities for Contractor pay requests, and provide field reports to the ENGINEER and CITY documenting Work performed by the Contractor, deficiencies in Work performed by the Contractor under the construction contract documents and provide recommendations at whether such Work should be corrected, removed and replaced or accepted as provided in the construction contract documents.
- Coordinate with City personnel and Contractor for required shutdowns and/or isolation valve operation.
- The Consultant neither guarantees the performances of any contractor nor

assumes responsibility for any Contractor's failure to furnish and perform the Work or any portion of the Work, in accordance with the Construction Contract Documents.

- The Consultant's dealings in matters pertaining to the Work in general shall be with the Engineer and Contractor. Consultants dealings with Subcontractors shall only be through or with the full knowledge and approval of the Contractor.

This Task 800 will be charged on an hourly basis and the CITY will be updated on the status on a monthly basis. Reimbursables shall include mileage for company vehicles at the current IRS rate.

TASK 900 – Full Time Construction Inspection

Full Time Construction Inspection is not included in this scope. See Task 800 of this Agreement for tasks to be performed during construction.

TASK 1000 – Project Closeout

1010 Record Drawings

- See Task 840 of this Agreement

1020 Punch List and Final Inspection

- See Task 840 of this agreement.

1030 O&M Submittals

- O&M submittals are not included in this scope

1040 Digital Information Submittals

- Digital information submittals are not included in this scope.

1050 Final Notice of Acceptability of the Work

- See Task 840 of this agreement.

1060 SCDHEC Permits to Operate

- Submittal of a request for permit to operate 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 water main or sewer replacement or relocation above that identified in the Leesburg Road Water and Sewer Relocation Plans, dated February 2021.
- Additional Construction Services beyond the hours and time allotted under Task 850 in this agreement
- Professional engineering services related to additional or extended construction services.
- Additional meetings with agencies beyond those scheduled in the agreement.

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 water mains and sewers and water and sewer easements for which field services will be provided.
- Notify Consultant of property owners who may pose problems with Consultant's ability to safely gain access to manholes and assist the 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**SCHEDULE FOR COMPLETION OF SERVICES****City of Columbia****CIP # WM439302 or SS740902****Leesburg Road – Water and Sewer Construction Observation, Inspection and Monitoring**

It is anticipated that full time inspection/observation services will commence in January 2022 and will terminate in December 2024 (approximately 156 weeks). For purposes of estimating, it is assumed that an inspector will be required an average of 32 hours per week with some weeks requiring 40 hours and others requiring less than 32 hours. It is also assumed that the Highfill protégé inspector will be on-site 1 day per week in conjunction with the Mead & Hunt mentor inspector.

EXHIBIT C
COMPENSATION

City of Columbia
CIP # WM439302 or SS7400902

Leesburg Road – Water and Sewer Construction Observation, Inspection and Monitoring

Compensation for services provided under Tasks 100 through 1000 as outlined in Exhibit A, Scope of Services, is estimated to be a total of \$651,721.20. This includes \$0.00 of lump sum tasks, as well as \$615,030.00 of hourly tasks and \$36,691.20 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:

Task	Description	Water, CIP # WM439302				Sewer, CIP # SS7400902			
		LS/Hours	Consultant	Subs	Total	LS/Hours	Consultant	Subs	Total
Task 100	Project Administration	Hourly (Not to Exceed)	\$51,480.00	\$6,435.00	\$57,915.00	Hourly (Not to Exceed)	\$51,480.00	\$6,435.00	\$57,915.00
Task 800	Engineering Services During Construction	Hourly (NTE)	\$193,440.00	\$56,160.00	\$249,600.00	Hourly (NTE)	\$193,440.00	\$56,160.00	\$249,600.00
Reim.	Vehicle Mileage	Per Mile	\$15,724.80	\$2,620.80	\$18,345.60	Per Mile	\$15,724.80	\$2,620.80	\$18,345.60
	Total of Contract		\$260,644.80	\$65,215.80	\$325,860.60		\$260,644.80	\$65,215.80	\$325,860.60
	% of Contract to Subconsultants				20.01				20.01
	% of Contract to Protégé				20.01				20.01

The Engineer's requirement for Subconsultant and/or Protégé Participation is 20%.

EXHIBIT D - BUSINESS INFORMATION RECORD FOR SUBCONSULTANT

The Bidder shall list all subcontractors and vendors, who will be providing subcontracting services, furnishing materials, etc. for this project. The list shall be submitted in the format provided below. Any proposed changes from the list shall be submitted in writing to the Owner prior to initiation of any action, with the reason for proposed changes.

MUST BE TYPED AND REFLECT ONLY THOSE PROVIDING A SERVICE “NO LINE STRIKE THROUGH”

Business Name (as shown on W9 or SAM.gov) / DUNS # & CAGE # (If Applicable)	City of Columbia Vendor number	Services and/or Materials Provided	Cost of Services and/or Material (\$ Value)	Percentage of Total Contract	MBE, WBE, SBE, DBE, LBE, CDBE (indicate all that apply)	Minority Association Code (If applicable - Use 2 letter Code – See Key Below)
Highfill Infrastructure Engineering, P.C. DUNS # 080560074 CAGE # 7TNP3	V016533	Construction Observation, Administration	\$130,431.60	20.01%	SBE	
				%		
				%		
				%		
				%		
				%		

Key: Minority/Women Owned Business Enterprise Association Code

AF – Asian American Female
BM – African American Male
HM – Hispanic American Male

AM – Asian American Male
FB – Non-Minority Female Owned
NF – Native American Female

BF – African American Female
HF – Hispanic American Female
NM – Native American Male

COMBINED TOTAL SUB AMOUNT: \$130,431.60

TOTAL CONTRACT AMOUNT: \$651,721.20

I certify this information is true, correct, complete and active.

Business Name: Mead & Hunt, Inc.

Representative Name/Title: Kevin Barnes, PE/Contract Manager

Date: 8/17/21

Business Information for Subconsultants/Subcontractors- Continued

List information for each Subcontractor or Subconsultant below.

1) Subcontractors Company information (Primary/Main office location)

Highfill Infrastructure Engineering, P.C.

Company Name

1320 Main Street, Suite #260

Physical Address

1320 Main Street, Suite #260

Mailing Address

Columbia, SC 29201

City/State Zip Code + 4

(803) 250-6214

Phone number

Fax number

Dave Johnson, PE

Primary Contact Name

Ray Cox, PE

Secondary Contact Name

djohnson@hiepc.com

Primary Contact Email Address

rcox@hiepc.com

Secondary Contact Email Address

04-3791606

Federal ID #

V016533

Vendor #

2) Subcontractors Company information (Primary/Main office location)

Company Name

Physical Address

Mailing Address

City/State Zip Code + 4

(____) _____

Phone number

(____) _____

Fax number

Primary Contact Name

Secondary Contact Name

Primary Contact Email Address

Secondary Contact Email Address

Federal ID #

Vendor #

3) Subcontractors Company information (Primary/Main office location)

Company Name

Physical Address

Mailing Address

City/State Zip Code + 4

(____) _____
Phone number

(____) _____
Fax number

Primary Contact Name

Secondary Contact Name

Primary Contact Email Address

Secondary Contact Email Address

Federal ID #

Vendor #

4) Subcontractors Company information (Primary/Main office location)

Company Name

Physical Address

Mailing Address

City/State Zip Code + 4

(____) _____
Phone number

(____) _____
Fax number

Primary Contact Name

Secondary Contact Name

Primary Contact Email Address

Secondary Contact Email Address

Federal ID #

Vendor #

5) Subcontractors Company information (Primary/Main office location)

Company Name

Physical Address

Mailing Address

City/State Zip Code + 4

()
Phone number

()
Fax number

Primary Contact Name

Secondary Contact Name

Primary Contact Email Address

Secondary Contact Email Address

Federal ID #

Vendor #6) Subcontractors Company information (Primary/Main office location)

Company Name

Physical Address

Mailing Address

City/State Zip Code + 4

()
Phone number

()
Fax number

Primary Contact Name

Secondary Contact Name

Primary Contact Email Address

Secondary Contact Email Address

Federal ID #

Vendor #



CITY OF 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

Date: August 17, 2021

Duration of the Project: 36 months

Project Name: Leesburg Road Water and
Sewer Construction
Observation, Inspection and
Monitoring

Project Number: CIP# WM439302/SS740902

Mentor: Mead & Hunt, Inc.

Mentor Amount: \$521,289.60

Protégé: Highfill Infrastructure Engineering, P.C.

Protégé Amount: \$130,431.60

Project Contract Amount: \$651,721.20

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.*

Highfill will enter into a formal subconsultant agreement with Mead & Hunt. Highfill will provide on-site construction observation services and construction administration services. This subconsultant agreement will clearly define the scope of work, schedule, and fee for these services.

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.*

Highfill will have the opportunity to participate in construction administration and construction observation services. Each of these areas is targeted for growth by Highfill in its relationship with the City.

3. How will the team focus on developing protégé's business and implementing the actions necessary to obtain results reflected in the Mentor-Protégé Agreement? *Identify milestones, thresholds, or other indicators team that would indicate success is being achieved.*

A schedule of deliverables and associated milestone dates will be established and agreed upon by the M-P team. Success will be demonstrated by providing quality deliverables within the agreed upon schedule and budget



CITY OF COLUMBIA

Office of Business Opportunities
Compliance Division

P.O. Box 147 | Columbia, South Carolina 29217
Phone: 803-545-3049 Fax: 803-545-4130

4. Proposed manpower and resources from both the Mentor and the Protégé is required for the project. *Address key personnel, equipment/materials, and insurance/bonding. Address special arrangements where applicable.*

Mentor:

Key Personnel includes Kevin Barnes, PE (Contract Manager), Elizabeth Carnesale, PE (Project Manager, Joey Derby, PE (Construction Manager)

Protégé:

Key personnel includes Chad Easter, PE and Dave Johnson, PE. HIGHFILL currently has the equipment, materials, and insurance to perform the project.

Subcontractors:

No subcontractors will be required for this project.

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:

Lead construction administration, construction observation/inspection. Perform Project Management

b. Description of Protégé's responsibilities on project:

Assist with construction administration and construction observation/inspection.

c. Description of responsibilities that will be completed as a team:

Coordination and attendance at meetings, documentation, on-site inspection of water and sanitary sewer mains, observation/monitoring/reporting, as-built plan review.



CITY OF COLUMBIA

Office of Business Opportunities
Compliance Division
P.O. Box 147 | Columbia, South Carolina 29217
Phone: 803-545-3049 Fax: 803-545-4130

6. What is the anticipated duration (in months) of each major phase of the project? During which phases will the Protégé be utilized?

Services are anticipated for approximately 36 months, dependent on construction timeframes. Highfill will be used throughout the entire project timeframe.

7. How will the team comply with and maintain the focus on the requirements of the program for the duration of the project?

Review progress for each deliverable with project meetings, calls and coordination throughout the project timeframe.

8. What are the team's specific, quantitative goals and milestones for the current project?

Provide all project deliverables within an agreed upon schedule and budget. Assist the City to observe, document, and administer water and sewer relocations in conjunction with the roadway improvement project.

9. Outline of Regularly Scheduled meeting between Mentor and Protégé (Progress reporting).

Meetings will include kickoff meetings, online meetings/calls for project management/construction administration coordination, on-site construction meetings, and any other coordination required to meet project objectives.

10. Define payment schedule and financial terms identifying milestones for initial, progress and final payments.

Highfill will invoice Mead & Hunt on a monthly basis for time and expenses. Mead & Hunt will then invoice the City on a monthly basis for time and expenses for both Highfill and Mead & Hunt.



CITY OF COLUMBIA

Office of Business Opportunities
 Compliance Division
 P.O. Box 147 | Columbia, South Carolina 29217
 Phone: 803-545-3049 Fax: 803-545-4130

11. List the Subcontractors that will be used on this project, as well as the information requested below, The Subcontractor(s) listed below will consist of your Protégé.

Subcontractor's Name	Telephone	Address	Who will they report to?	Contract Amount	MPP, MBE, WBE, SBE	Percentage of Contract
Highfill Infrastructure Engineering, P.C.	(803) 920-6209	1728 Main Street, Suite 210 Columbia, SC 29201	Mead & Hunt, Inc.	\$130,431.60	SBE	20.01%

Total Subcontractor Amount \$ 130,431.60

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: \$130,431.60

Percentage of Contract: 20.01%
 (Minimum of 20% of total contract amount is required)

Mentor Amount (minus Protégé and Subcontractor(s) contract value): \$521,289.60

Mentor Percentage of Contract: 79.99%



CITY OF COLUMBIA

Office of Business Opportunities
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 Mead & Hunt, Inc. (Mentor Firm) this 19th day of August, 2021.
Corporate SEAL

By: *Kim J. Barnes*
Title: Department Manager

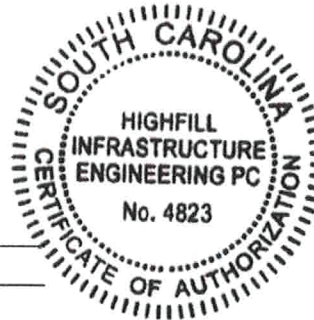
ATTEST: *[Signature]*
By:
Title: Senior Project Engineer



EXECUTED by Highfill Infrastructure Engineering, P.C. (Protégé Firm) this 18th day of August, 2021.
Corporate SEAL

By: *[Signature]*
Title: Vice President of Marketing

ATTEST: *[Signature]*
By:
Title: Senior Project Manager



RECOMMENDED FOR APPROVAL:

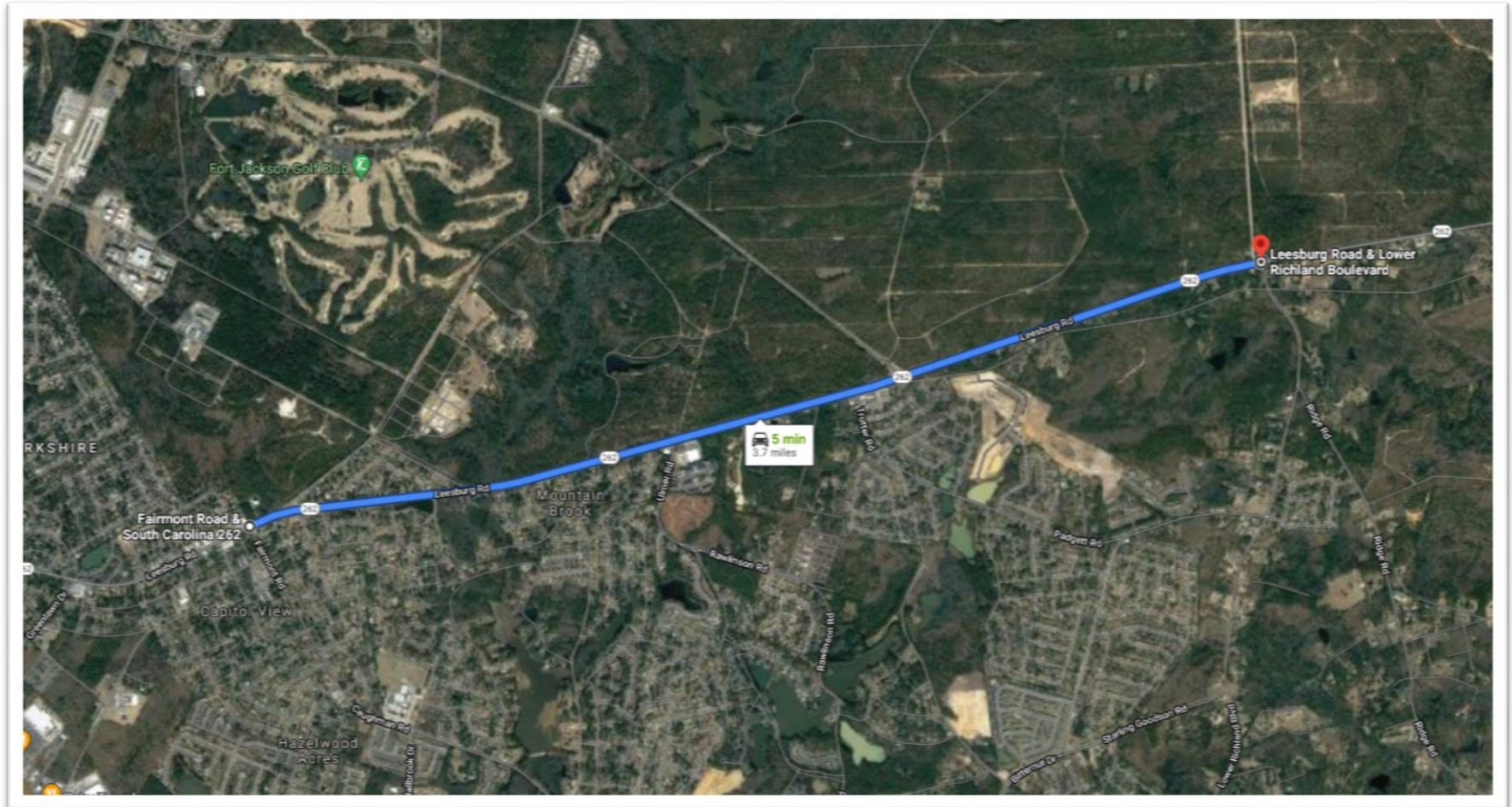
EXECUTED by the Office of Business Opportunities, Compliance Division on this 30 day of September, 2021.

By: *LaTonya B Germany*

Title: Program Compliance Specialist

WM439302 – Leesburg Rd Relocation Inspection Services

Approx 3.9mi from the vicinity of the Fairmont Rd @ Leesburg Rd intersection to the Lower Richland Blvd @ Leesburg Rd intersection.





AGREEMENT FOR UTILITY RELOCATION PROFESSIONAL SERVICES

This Agreement is being awarded under procurement method RFQ004-19-20-BF Utility Relocation & Improvement 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 Black and Veatch Corporation, (hereinafter referred to as the Consultant), to provide engineering design consulting support for Utility Relocation Project WM4558-SS7573 I-126 (Elmwood Ave.) Bridge Utility Relocation for the City of Columbia, SC.

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

City of Columbia

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

Black and Veatch Corporation

Name: William Wells
 Title: Associate Vice President
 Address: 1411 Gervais Street
 Columbia, SC 29201
 Phone: (803) 413-4537
 Fax: N/A
 Email: WellsWJ@bv.com

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

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

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

4. **TERM OF AGREEMENT** – The term of the Agreement is the date of the execution of a *Notice to Proceed* and a *valid Purchase Order from the City of Columbia* for an initial term of Fifty-Eight (58) months, 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 renew the Agreement, upon written request, shall be the sole and exclusive discretion of the City and neither party shall be under any obligation to agree to a renewal of the initial term or any additional term.

5. **SCHEDULE FOR COMPLETION OF SERVICES** – The Consultant shall complete any and all services performed under this Agreement within the timeframes as outlined in Exhibit B, attached hereto.
6. **COMPENSATION** – (See Exhibit C)
 - A. The total compensation to be paid by the City to the Consultant under this Agreement shall not exceed One Million, Three Hundred Forty-Two Thousand, Four Hundred Ninety Dollars and zero/100 (\$1,342,490.00).
 - 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
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)
 1. The Consultant is required to pay all Subconsultants and material suppliers for all work that the Subconsultant has satisfactorily completed, no later than twenty (20) calendar days after the Consultant has received payment from the City.
 2. In addition, all retainage amounts received from the City by the Consultant must be paid by the Consultant to the Subconsultant no later than fourteen (14) calendar days after the Subconsultant has, in the opinion of the City, or designee, satisfactorily completed its portion of the Work.
 3. A delay in or postponement of payment to the Subconsultant or material supplier requires good cause and prior written approval of the City or designee.
 4. The Consultant is required to include, in each Subcontract, a clause requiring the use of appropriate arbitration mechanisms or other method to resolve all payment disputes.
 5. The City will not pay the Consultant for subsequent work performed unless and until the Consultant ensures that the Subconsultants have been promptly paid for the work they have performed under all previous payment requests, as evidenced by the filing of City lien waivers, canceled checks (if requested), and the Consultants sworn statement that it has complied with the prompt payment requirements. The Consultant must submit a Prompt Payment Affidavit, Subconsultant list that identifies each Subconsultant (both Disadvantaged Business Enterprises (DBEs) and non-DBEs) including Subcontract values and the date and amount of the last payment to such

Subconsultant(s). That documentation must be provided with every payment request submitted to the City, except for the first payment request.

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

E. Affirmative Action Procurement and Contracting Goals:

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

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

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

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

F. Subcontracting Goals

Under this Agreement, the subcontracting goals are as follows:

SB Goals	<u>20.02</u>	%
MBE	<u>N/A</u>	%
WBE	<u>N/A</u>	%
LSA	<u>N/A</u>	%

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

7. **MENTOR-PROTÉGÉ PROGRAM** (<http://www.columbiasc.net/business-outreach/>) – 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 Protégé goal for this requirement is 20.02% participation.

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 Consultants Worker Compensation Insurance. The Consultant shall not permit any person who is not protected by Workers Compensation Insurance or a properly approved Self-Insured Workers Compensation Program to perform any activity related to this Agreement.

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

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

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

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

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

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 Consultant s Permits, City/County/ South Carolina Department of Health and Environmental Control (SCDOT) Encroachment Permits, encroachment permits for other utility rights-of-way and railroad right-of-way encroachment permits/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 Consultants successor. All records shall be free from any proprietary claims or interest. The Consultant agrees to fully cooperate with the City and any successor to ensure an effective transition to continuously provide the required services.

11. **INTEREST OF CONSULTANT** – The Consultant covenants that Consultant presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement or which is adverse to the

interests of the City. The Consultant further covenants that in the performance of this Agreement no person having such interest shall be employed.

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

12. **TERMINATION OF AGREEMENT** – The City may terminate this Agreement at any time upon any of the following grounds:
 - A. Failure by the City to appropriate funds for the performance of any of the services required in this Agreement in any annual budget;
 - B. The Consultant fails to perform any of the services required in this Agreement and does not correct such deficiency within fifteen (15) days after being notified by the City of such deficiency;
 - C. Force Majeure;
 - D. The City, at its sole option and discretion, has the right to terminate this Agreement for any reason whatsoever. A termination for default under this Agreement, if wrongfully made, shall be treated as a termination for convenience under this clause;
 - E. Upon expiration of the term of this Agreement; and
 - F. By mutual agreement.
Notice of termination shall be sent by registered mail, return receipt requested. In the event of termination, the Consultant shall only be entitled to the actual direct costs of all labor and material expended on the services required under this Agreement prior to the effective date of the termination or the Engineer shall be entitled to be paid a pro-rata percentage of the total Agreement price which is equal to its percent of completion, whichever of the two methods provides the lowest sum to be paid to the Consultant. In no event shall the Consultant be entitled to anticipatory profit or damages for any termination under this Agreement. In no event shall the Consultant be entitled to assert a claim in quantum meruit or any other measure of damages other than that stated herein.
13. **OWNERSHIP OF PROJECT** - All data, documents or other information of any description generated by or used by the Consultant or any Subconsultant retained by the Consultant and related to the services required by this Agreement shall be the property of the City and shall not be used by the Consultant for any purpose whatsoever except to perform the services required by this Agreement.
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. **INDEPENDENT CONTRACTOR** - 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.

16. **ASSIGNABILITY/SUBCONTRACTING** - 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.
17. **ACCESS TO RECORDS** - The Consultant shall furnish and its Subconsultants shall furnish all information and reports required hereunder.
18. **DISPUTE RESOLUTION** - 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.
19. **GOVERNING LAW** - 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.
20. **WHOLE AGREEMENT** - 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.
21. **AMENDMENTS** - 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.
22. **BREACH/WAIVER** - 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.
23. **SEVERABILITY** - 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.
24. **ETHICS** - 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.

25. **NON-DISCRIMINATION IN CONTRACTING POLICY** - 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.
26. **SUCCESSORSHIP** - 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.
27. **FINDINGS CONFIDENTIAL** - 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.
28. **CONTRACT DOCUMENT** - 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.

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

This Agreement is subject to City Council approval.

**REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK – SIGNATURE PAGE
FOLLOWS**

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

CITY OF COLUMBIA, SOUTH CAROLINA

Witness

Teresa Wilson, City Manager

Date: _____

APPROVED AS TO FORM

[Signature]
Legal Department City of Columbia, SC
10/7/2021

BLACK AND VEATCH CORPORATION

W. J. Wells/Assoc. *[Signature]*
Print: Name/Title *Vice President* Signature

Date: 10/12/21

(Corporate Seal)

Attest



Andrea C. Bernica
Signature

Date: 10/19/21

Space Left Intentionally Blank

List of Exhibits

Exhibit A – Scope of Services

Exhibit B – Schedule for Completion of Services

Exhibit C – Compensation

Exhibit D – Business Information Statement for Subcontractors/Subconsultants

Exhibit E – MPP Implementation Plan

Space Left Intentionally Blank

EXHIBIT A

SCOPE OF SERVICES

City of Columbia
CIP # WM4558 & SS7573
I-126 (Elmwood Ave.) Bridge Utility Relocation

The services performed as a part of this Scope of Service include providing technical consulting support to the City of Columbia (CITY) for a water main and sewer line relocation project around a roadway improvement project, including utility coordination, evaluation of alternative alignments, engineering and design, and construction phase services for the project. Scope of this work is assumed to include the relocation of approximately 3,300 linear feet of water main and approximately 1,000 linear feet of gravity sewer.

Black & Veatch (Consultant) understands the below-referenced roadway project will be let by SCDOT as a single project. This scope is written to also develop one set of water and sewer design documents for inclusion in the roadway project, to be bid and constructed as a single project. This scope also assumes that the construction will be bid “in-contract” through the SCDOT.

I-126 (Elmwood Ave.) Bridge Replacement over SCL Railroad

Replacement of I-126 (Elmwood Ave.) Bridge and adjoining roadway improvements.

SCDOT Project ID Number: P030419

The general location of the project is shown on Figure 1 attached. Our understanding of the SCDOT roadway project comes from the materials received from the City on 12/15/2020.

The purpose of this project is to evaluate alternative routes for the relocated lines that do not conflict with the proposed roadway improvements or other utility facilities, coordinate the design with the SCDOT, confirm current capacity requirements with City, and perform engineering and design services for permitting, bidding, and construction services.

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

- Utility Coordination
- Evaluation of Replacement Alternatives, and Prior Rights Assessment
- Engineering Design and Permitting
- Bidding Phase Support
- Engineering Services During Construction

Consultant will also be participating in the City of Columbia's Mentor Protégé Program as part of this project, utilizing Highfill Infrastructure Engineering 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.
- 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 through design completion. This is assumed to be thirty-one (31) meetings over thirty-one (31) months. It is assumed that twenty-one (21) of the meetings will be attended in person—including the design completion review meetings—and ten (10) of the meetings will be attended remotely. The Monthly Progress meetings will include the following:
 - 50% and 90% replacement alternatives meetings (this is considered 30% design completion review meeting)
 - 60% design completion review meeting
 - 90% design completion review meeting
 - 100% design completion review meeting
- One (1) pre-bid meeting

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 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 provide public relations support for this project to include:

- Implementation of the CITY's Public Relations Plan and public notification as required in the specifications during the design phase of the project. Consultant will attend two (2) public meetings with property owners and key stake holders within the project areas that will occur at approximately the 60-percent design milestone (Task 260). Consultant will prepare design technical documents and materials for the meetings, including draft design plans. Consultant will also have a computer with data accessible to show project area mapping, photos, etc. of the project area and will show the information upon request at the meeting.
- Consultant will prepare all displays and handouts needed for the meeting(s).
- Consultant assumes only South Carolina staff will be present at the public outreach meetings.

150 Mentor-Protégé Program

Consultant and Highfill 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.
- 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 SCDOT to obtain roadway improvement plans, drainage plans, existing utility information, and proposed relocation plans for other utility facilities.
- CITY anticipates negotiation and execution of a Memorandum of Agreement (MOA) with the SCDOT on this project and CITY will seek the Consultant's input on this document.
- Consultant will coordinate with the SCDOT design staff to obtain an understanding of the roadway project.
- 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 water and/or sewer relocations.
- 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 water and/or sewer line routing alternatives in a table top type route analysis.
- Field Reconnaissance:
 - Based upon the table top analysis, field reconnaissance will be conducted on the identified routing alternatives. 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.

220 Alternative Analysis and Route Selection

- Upon completion of Task 210, 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 the apparent water and/or sewer infrastructure conflicts with the proposed roadway and drainage system using design plans provided by the SCDOT and information provided by the CITY. (It is assumed that the SCDOT will provide digital files including drainage design files.)

- Consultant will proceed with alternative analysis including the following alternatives:
 - Relocating the water and/or sewer within the existing, or new, roadway right-of-way (same general alignment as the existing line(s)).
 - Relocating the new water and/or sewer along a different alignment.
 - Relocating the water and/or sewer adjacent to the existing roadway right-of-way in an easement where it is necessary due to lack of available right-of-way or otherwise advantageous to avoid construction and maintenance conflicts.
 - Various combinations of the above options as needed for the particular project circumstances.
- Consultant will coordinate with CITY's modeling consultant and staff as needed to determine alternative feasibility.
- 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 relocation corridors for the water and sewer infrastructure.

230 Preliminary Agency Coordination and Meetings

- Consultant will perform regulatory review to determine regulatory agencies having jurisdiction in the project area.
- Upon selection of final route selection, Consultant will contact known regulatory agencies that may have jurisdiction in the project area to coordinate any permitting and notification actions required.

240 Preliminary Utility Coordination and Meetings

- Consultant will attend SCDOT's utility coordination meetings. It is assumed these meetings will be held monthly from the beginning of Design (assumed to be October 2021) until the start of the SCDOT Letting period (assumed to be October 2023) and an average of bi-weekly from the start of the SCDOT Letting period to the end of utility construction (assumed to be December 2025). This Scope of Services includes Consultant attendance at 60 of the bi-weekly utility coordination meetings, and it is assumed that 30 of the meetings will be attended in person and 30 of the meetings will be attended remotely.
- Upon selection of final route, Consultant will coordinate the CITY-approved design with the SCDOT.
- Upon selection of final routes, Consultant will coordinate any conflicts with other utilities, easements, encroachments, and design considerations to be addressed through the SCDOT's utility coordinator.
- Consultant will provide relocation sketches for the selected water and sewer relocation routes for submittal to the SCDOT Utility Coordinator.

250 Establishing Design Criteria

- If the selected alternative involves resizing of pipelines, Consultant will coordinate with City's modeling consultant and staff to determine appropriate sizing, capacity for relocated pipelines. The CITY will provide the hydrant test results for use in by Consultant in performing minimal flow and pressure calculations if required by SCDHEC for a permit to construct.
- Decision factors for the alternative analysis will be developed by the Consultant and reviewed by the CITY. Possible evaluation factors include; cost, constructability, availability of alignments, access for maintenance, public impact, property, permitting, utility and other relevant factors as to provide recommendations for the most economical and reliable solution.
- Consultant will design the new water and/or sewer facilities in accordance with SCDHEC regulations, the CITY standards, permitting requirements, and standard civil engineering practices.
- Consultant will design the water and sewer systems to avoid the roadway infrastructure conflicts as determined.
- Consultant will give consideration in the design to connections to side lines, valve locations, and the ability to serve existing parcels and homes/businesses.
- In addition to conflict resolution, Consultant will design the systems to realign water and sewer lines at the intersections that are proposed to be realigned by the SCDOT.

260 Opinion of Probable Construction Cost and Schedule

- As part of the alternative routing analysis the Consultant will prepare planning level opinion of probable construction cost and update the project schedule. All opinions of probable construction cost developed will generally follow the recommendations of the Association for the Advancement of Cost Engineering (AACE) International Recommended Practice No. 18R with regard to methodology and accuracy.

270 Preliminary Design Reviews

- Consultant will prepare a report of findings and recommendations for review by the CITY. Note that the 50% and 90% replacement alternatives meetings are accounted for in Task 120.

280 Preliminary Alternative Analysis, Prior Rights Assessment, and Engineering Report

- Upon approval by the CITY, Consultant will prepare a final report documenting the alternative analysis criteria, evaluation, decision process and findings to include the final alignment recommendation, 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 200 Deliverables:

- Conceptual Water and Sanitary Sewer Utility Alignment Alternatives
- Water and Sanitary Sewer Alignment Sketches for SCDOT Utility Coordinator
- Opinion of Probable Construction Cost
- 50%, 90% and Final Alternative Analysis Report

TASK 300 – Survey and Utility Mapping

Once the final alignment has been selected by the CITY and approved by the SCDOT, field investigations for that alignment shall be conducted in support of plans preparation and final design. In some cases limited Task 300 services may be needed to complete Task 200.

310 Field Survey

- Consultant shall utilize survey provided by the SCDOT as included in the roadway design plans and digital files. CITY agrees that consultant may rely on survey provided by the SCDOT (or the SCDOT's consultant). Consultant will supplement this survey with additional survey as needed for work required to be performed outside of the SCDOT's project limits.
- Consultant shall coordinate with CITY to send survey notification letters. Consultant to provide addresses and property owners.
- All surveying shall be in accordance with current South Carolina surveying standards and conducted using conventional, GPS, or other accepted methods.
- Horizontal datum shall be: SC State Plane Coordinates NAD83
- Vertical datum shall be: NAVD 88
- The Consultant's surveyor will complete field surveying along a 100-foot wide corridor of the proposed pipeline alignment for an estimated length of 4,300 feet. Relevant visual or physical features along the route will be surveyed, rock outcroppings, structures, geotechnical bore locations, etc. and will make detailed records for inclusion in field survey files. Detailed surveying associated with mapping delineated wetland boundaries is not included in this scope of services. Consultant's surveyor shall recover existing horizontal control monuments and establish GPS control points along the pipeline

alignments. Consultant's surveyor shall traverse along the proposed pipeline route to locate existing sanitary sewer manholes, property boundaries, and other existing utilities and physical features. Consultant's surveyor shall recover existing vertical control points. Temporary benchmarks (TBMs) will be established along the project corridor at approximately 1,000-foot intervals. Consultant's surveyor will also provide top of bank, bottom of bank, and water surface elevations at water crossings along the proposed pipeline alignments. Significant rock outcroppings shall be identified. Limits of survey shall be reevaluated at the end of Task 200 for any necessary adjustments to length or width of survey needed outside of that provided by SCDOT.

- Locate both horizontally and vertically (where appropriate and any where the surveyor is obtaining survey outside of that provided by SCDOT) along the routes of each of the proposed water lines, exposed structures, land features, property corners (as required), marked utilities, etc., such as, but not limited to, location of paved roads and driveways (w/type identified); stormwater culverts with inverts and any headwalls or inlet/junction boxes (w/size and invert elevations identified); stormwater ditches (w/top and bottom of banks identified); power poles and guy wires (w/connection of overhead power lines to adjacent poles); electric boxes; gas valves and meters; water valves, meters, and fire hydrants; exposed pipes (w/type, diameter, and material identified); cable boxes; telephone pedestals; mailboxes; fences; signage (street name, traffic, etc.); tree and brush lines; trees of sufficient size that require protection according to applicable sections of Richland County's current tree ordinance (with identification of size and type); and any other miscellaneous aboveground structure or feature.
- In areas where utility info is needed, but not provided by SCDOT, Consultant shall obtain underground utilities as identified and marked in the field by the Consultant's Subsurface Utility Engineering sub-consultant. This shall include, but not be limited to, electric, gas, water, cable, stormwater, fiber optics, and telephone service lines. It will be the responsibility of the Consultant's surveyor to contact the utility locating service in the appropriate amount of time prior to field surveying, such that service lines as identified can be properly located. The Consultant's surveyor will, at a minimum, contact the Palmetto Utility Protection Service (P.U.P.S.) at 1-800-721-7877 and CITY for field locating underground utilities.
- State and County ROWs and any existing obvious and apparent utility easements within the project limits shall be researched through the appropriate entity and identified by the Consultant's surveyor for use during the survey and used for design purposes. This information shall be included in the electronic file and survey drawings.

- Cross Sections along the center of the pipe route shall be taken every 100 feet at a minimum and at locations in between as required to define changes in slope, ditch crossings, etc., as necessary to develop an accurate topography of the survey extents.
- At a minimum topographic survey and cross sections will include up to a 100-foot corridor and cover the area from the edge of pavement to the limits of a temporary construction easement. Where the water and/or sewer is located adjacent to an existing roadway, the opposite side of pavement and driveways will be horizontally located to facilitate developing traffic control plans for the construction phase. Where the water and/or sewer is within the road right of way, the adjacent property owners and their parcel sidelines will not be mapped.
- From the survey data, the surveyor shall prepare final Microstation electronic files in SCDOT format to match the data provided by the SCDOT. Files shall include the entire survey that accurately locates horizontal (planimetric) features and contains, on separate layers, feature labels and surveyed points with point number, description, and elevation.

320 Property Research and Easement Exhibits

- Property Research and Easement Exhibits will be provided as part of this scope. In consultation with CITY, the Consultant's surveyor shall survey, research, plat, and prepare easement descriptions for required permanent easements that will be required to construct the proposed relocations. Exhibits shall be prepared in accordance with the standards of the CITY for recording. This Scope of Services is based on preparing sixteen (16) easement exhibits. One round of edits is included for any exhibit; additional edits may require additional services.

330 Utility Mapping

- The Consultant will utilize Subsurface Utility Engineering (SUE) data provided by the SCDOT. CITY agrees that consultant may rely upon this information.
- The Consultant will provide SUE services to provide additional Level A utility information along the route of the project to determine utility facility elevations where the SCDOT has not collected this information.
- Up to twelve (12) additional test holes shall be included in the cost of the project. The total of twelve (12) locations will assume eight (8) test holes in roadway pavement and four (4) test holes in grassed areas. It is further assumed that traffic control will be required for the up to eight (8) test holes in roadway pavement.
- The Consultant will survey the locations of the Level A test holes and provide that information for use in the SUE work.
- The CITY will be charged on an "each" basis; the cost depending whether each test hole is in pavement or in grass and if traffic control is required.

340 Geotechnical Survey

- The Consultant will survey the locations of the geotechnical borings in Task 400 for use by the design team and provide that information to HDR for use as needed.

Task 300 Deliverables:

- Survey file in MicroStation format
- Easement exhibits

TASK 400 – Geotechnical Investigation

410 Field Investigation

- Consultant shall utilize any geotechnical data provided by the SCDOT. CITY agrees that consultant may rely upon this information. Consultant will supplement this data as needed with additional geotechnical investigations as needed for work required to be performed outside of the SCDOT's project limits and inside those limits where data is otherwise unavailable.
- CONSULTANT will provide geotechnical services to determine subsurface soil conditions along the proposed project routing. Up to five (5) borings will be performed along the preferred routing to determine general soil conditions. This information will be used to design pipe bedding details, evaluate soils for potential dewatering requirements, the capability of soils to be effectively dewatered, estimate rock excavation, and estimate amounts of additional suitable backfill material needed (if any) for the project. A minimum of two borings per each "bore & jack" location is required, for an additional four (4) borings.
- Split-barrel samples will be taken at each boring. Boring will be backfilled at the end of each day and groundwater level will be monitored before backfilling. Borings within the SCDOT right-of-way will be backfilled with grout. No restoration beyond backfilling bore holes has been anticipated in this scope of work.
- Consultant will obtain SCDOT and City permits required to conduct investigation on public right-of-way. CITY will obtain right of entry and investigation as required on private property.

Task 400 Deliverables:

- Geotechnical Report
- Public right-of-way permits

TASK 500 – Final Design

510 Roadway Coordination (City, Town, County, State, Federal)

- Consultant will contact and meet as necessary with City, County, State and Federal agencies to determine design parameters for construction of the relocated facilities within the roadway rights-of-way.
- Consultant will request drainage system modifications from the SCDOT's designers if appropriate.
- Consultant will coordinate final design with the requirements of roadway encroachment permits.

520 Utility Coordination

- Consultant will contact and coordinate with SCDOT within the construction limits to determine design parameters, right-of-way encroachment requirements and resolve conflict issues related to the of the new transmission line adjacent to or cross existing utilities.
- Consultant will coordinate final design with the agreed upon requirements of encroachment permits and conflict resolution solutions.
- Consultant will assist the CITY in submitting paperwork associated with the SCDOT's utility coordination process, including a reimbursement request for appropriate relocation costs. Consultant will assist in identifying any costs that may be reimbursable under SCDOT's guidelines.

530 Not Used

540 Project Plans and Specifications

- CONSULTANT will prepare drawings and specifications depicting the scope, extent, and character of the materials to be provided and the work to be performed by an installation contractor. One set of contract documents will be provided to the CITY to be used to solicit bids for the construction of the project. The Contract Documents shall consist of and include the following:
 - Detailed plan and profile drawings on 24" x 36" plan sheets, 50-scale (matches SCDOT plan scale)
 - Plan sheets will utilize the same match lines as shown on the SCDOT plan set. Roadway design stationing will be shown as reference.
 - The following plan sheets are anticipated:
 - Cover, notes, legend and abbreviations, key map
 - Plan & profile sheets, water
 - Plan & profile sheets, sewer
 - Erosion control details, general details, traffic control, prior rights

- Consultant anticipates producing the construction drawings in Microstation in order to better coordinate with the SCDOT roadway design plans. After completion Consultant will submit GIS information on the pipeline locations along with as-builts in Microstation and pdf format.
 - Relevant features impacting construction as located by the survey.
 - Design and construction details.
 - Sediment and erosion control details.
 - Relevant environmental features.
 - Traffic control plans.
 - Existing pipe demolition/abandonment as needed
 - By-pass pumping plan as needed
 - Specifications coordinated with the CITY'S standard contract documents.
 - Special conditions related to permit requirements and easement requirements.
 - Material specifications including minimum installation requirements.
 - CITY will provide the standard contract, advertisement, general conditions, supplemental conditions, bid form, City procurement program requirements, etc. CONSULTANT will provide the technical specifications, bid quantities, measurement and payment items and special provisions.
- Upon approval of the 100% submittal, CONSULTANT will provide one set of final bid plans, two CD's (one for CITY and one for SCDOT) containing PDF's of the signed and sealed drawings, one sided copy of unbound specifications and final cost estimate in digital format to match the bid tab item list. CITY staff will also require seven full-size hardcopy sets of final plans, three half-size hardcopy sets of final plans, and five hardcopies of final specifications.

550 Regulatory Agency Coordination

- Consultant will contact and meet as necessary with City, County, State and Federal regulatory agencies to determine design parameters for construction of the new transmission line in accordance with regulatory requirements.
- Consultant will coordinate final design to comply with regulatory requirements.
- Potential agencies are:
 - South Carolina Department of Health and Environmental Control
 - City of Columbia – Streets Division
 - City of Columbia - Stormwater
 - South Carolina Department of Transportation
 - Richland County Roads
 - No other agencies are anticipated

560 Opinion of Probable Construction Cost and Schedule

- Consultant will submit an opinion of the probable cost for the Project including construction costs, contingencies, and other related items at the 60%, 90% and 100% plan reviews. Since Consultant has no control over the cost of labor, materials, equipment, or the Contractors' methods of determining price or competitive bidding, we cannot and do not guarantee that proposals, bids, or the project construction cost will not vary from the opinion of the probable cost of the Project.

570 Design Reviews

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

TASK 600 – Permits and Property

610 Property and Right-of-Way Assistance

- Easements – Refer to task 320 above.
- The Consultant will rely on Richland County Tax Map information in identifying property owners and will research Richland County records for property plats that have been recorded and filed with the County. The Consultant cannot guarantee the accuracy of the County records, but will revise the plats as necessary if during the legal research and easement acquisition process corrections are required to the plats.
- This scope assumes the CITY staff will obtain all necessary easements including temporary construction easements and new permanent easements utilizing the easement plats prepared by the Consultant.
- Upon CITY approval of the 30% design plans, Consultant will prepare and submit easement exhibits. See Task 320 for detail.

620 Permits

- **Construction Permit:** Upon CITY approval of the ninety (90%) percent completion documents, Consultant will submit copies of the project plans and specifications for final review and approval by the South Carolina Department of Health and Environmental Control (SCDHEC); work with SCDHEC and assist the CITY in efforts to obtain the necessary permits and/or approvals; and furnish SCDHEC with the required number of copies of plans and specifications needed for review and approval. The Consultant is responsible for fees up to \$1000.
- **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 and NOI application for submittal and approval by the City of Columbia. Consultant will provide required submittal copies and respond to inquiries by the CITY. The Consultant is responsible for fees associated with the NOI approval process up to \$1000.
- **Wetlands Permit:** This scope assumes no wetland delineation and no mitigation will be required. However, Consultant can perform these services as Additional Services under Task 1100 if it becomes necessary.
- **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 fees (no fees anticipated).
- **Railroad Permits:** During Task 320, the Consultant will determine whether a Railroad Permit is required and the requirements for submittal. The CITY is responsible for fees (no fees anticipated).

TASK 700 – Bidding and Award

710 Bidding “in-contract” with Roadway Plans

- It is assumed that the utility relocation plans will be bid “in-contract” with the roadway construction plans to be constructed by the SCDOT roadway contractor along with the roadway project as a single package. Bidding

documents will be issued by SCDOT. The Consultant will not be issuing bidding documents.

- The Consultant will attend one pre-bid meeting, which is covered in Section 120.

720 Bidding Assistance

- Bidding will be “in-contract” with the SCDOT project. Bid period is assumed to be six (6) months. Consultant will respond to bidder questions and review addenda. However, if bidding “in-contract” does not happen, or bid period extends beyond nine months, additional Bidding Assistance is available to the CITY from the Consultant as a negotiated Additional Service.
- While a formal prequalification process is not anticipated, Consultant will work with the CITY to include qualification requirements in the Specifications that will be submitted by the bidders with the bids.

730 Award Recommendation

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

TASK 800 – Engineering Services During Construction

810 General Administration of Construction Contract

- This scope assumes approximately 3,300 linear feet of water and approximately 1,000 linear feet of gravity sewer will be constructed and the existing facilities will be removed or abandoned. After award of the construction contract, Consultant will assist the CITY with the contract administration and provide periodic observation of the construction work. It is anticipated that the construction period for the utility relocation project will be two years with actual construction on the water and sewer relocations being performed in segments throughout this period. For estimating purposes, actual construction activity of twenty-four (24) months is assumed for final completion. An increase in the construction schedule may require an amendment to authorize additional construction services.
- Consultant will provide general services during construction as described herein. In the performance of its services during the Construction Services, Consultant shall not supervise, direct or have control over Contractor’s work nor shall Consultant have authority over or responsibility for the means, methods, techniques, sequences, procedures of construction or safety precautions and programs incident to the work selected by the Contractor’s, or

for any failure of the Contractor's compliance with laws, rules, regulations, ordinances, codes or orders applicable to Contractor's.

- Administration of Construction Contract: As part of general administration of the construction contract, Consultant will consult with and advise the CITY and act as its representative during the construction period. Consultant will provide contract administration and general services required for the Project, including:
 - a) As CITY's representative for the duration of the construction contract, all communications to and from the contractor shall go through Consultant. On behalf of the CITY, Consultant will administer the construction contract, respond to Contractor's correspondence, and issue instructions from the CITY;
 - b) Consultant will utilize the SharePoint document control system provided by the CITY. Consultant will maintain a complete document file for the project. Documents to be maintained include, but are not limited to: correspondence, quality control procedures, quality control testing; site inspection records, shop drawing schedule, change orders, scheduling, project meetings, cost and disbursement data, progress reports and other documents pertaining to the construction contract;
 - c) Attend a pre-construction meeting and monthly progress meetings that will address critical schedule requirements, payment procedures, emergency procedures, schedule updates, coordination issues, change orders, quality assurance testing approvals, and any other issues related to completion of the project. One (1) pre-construction meeting and twenty-four (24) monthly progress meetings have been budgeted. Consultant will submit meeting minutes of these meetings to the CITY.

820 Submittal & Pay Application Review

- Shop Drawing Review: Consultant will review and approve (or take other appropriate action with respect to) Shop Drawings and samples, the results of tests and inspections, and other data that the Contractor is required to submit for conformance with the design concept of the Project and compliance with the information given in the Contract Documents; and receive and review (for general content as required by the Specifications) maintenance and operating schedules and instructions, guarantees, bonds and certificates of inspection which are to be assembled by the Contractor in accordance with the Contract Documents, and transmit them to the CITY with written comments.
- Request for Information (RFI): Consultant will review and respond to Contractor's RFI as they relate to the contract requirements.

- **Preparation of Design Clarifications:** A necessary part of any construction project is the preparation of design clarifications and other routine supplementary information. This work will be performed by the Consultant and reviewed with the CITY. Consultant will issue necessary interpretations and clarifications of the Contract Documents; have authority, as the CITY's representative, to require special inspection or testing of the work; act as initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the work thereunder, and make decisions on claims of the CITY and Contractor relating to the acceptability of the work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the work.
- **Testing Results:** Consultant will review testing results of test required by contractor for contract compliance and comment on any results that appear to be out of compliance.
- **Review of Applications for Payment:** Based on on-site observations and review of the applications for payment with the accompanying data and schedules, Consultant will review the amounts payable to Contractor on a monthly basis. Consultant will then forward applications for payment to the CITY for payments due to Contractor.

830 Change Management

- **Change Orders and Time Extensions:** Consultant will provide services in connection with change orders to the Construction Contract to reflect minor changes or deletions requested by the CITY Consultant or the Contractor and make revisions to Drawings and Specifications occasioned thereby. An accurate listing of additional costs and credits as a result of change orders will be maintained by Consultant. Upon receipt of a requested change order, Consultant will review it in detail and then discuss it with the CITY, and, together, will determine the manner in which to proceed. Larger changes or claims asserted by Contractor and major redesigns requested by the CITY or Contractor may require additional analyses or evaluation beyond the scope of this Contract.

840 Completion Monitoring & Documentation

- **Quality Assurance Testing:** Consultant will specify the quality assurance testing that is necessary for the project in the construction specifications relative to its designs.
- **Final Inspections:** Consultant will coordinate with the Resident Project Representative to perform the following:
 - Conduct a walk-through inspection with the Contractor and the CITY to determine if the Project has reached substantial and/or final completion.

- Prepare a punch list of work items remaining.
- Conduct one final inspection to determine if the work is acceptable, so that Consultant may recommend, in writing, final payment to the Contractor and may give written notice to the CITY and the Contractor that the work is acceptable.
- Observe the work of the Contractor to see that it has been completed in substantial accordance with respect to the Drawings and Specifications prepared by Consultant.
- Stormwater Closeout Inspection & Notice of Termination

850 Periodic Construction Observation

- Construction Observation: Consultant's Project Engineer will visit the site (excluding visits coinciding with monthly progress meetings) as noted in the paragraph below and will coordinate with Resident Project Representative as described in Task 900 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. On the basis of on-site observations and reports from the Resident Project Representative, Consultant will keep the CITY informed of the progress of the work, will endeavor to guard the Client against defects and deficiencies in such work, and may recommend to the CITY disapproval or rejection of work failing to conform to the Contract Documents.
- This scope includes monthly site visits for twenty-four (24) months at eight (8) hours per month by the Civil Engineer and two (2) hour per month by the Project Manager. If additional site visits are required, this contract will be amended to provide such additional services. Total hours budgeted for Task 850 are 120; should the project, SCDOT, or the CITY require hours in excess of that amount, an amendment will be needed.

Task 800 will be charged hourly and the CITY will be updated on the status of these hours on a monthly basis.

TASK 900 – Full Time Construction Inspection

910 Resident Project Representative

- Consultant will furnish resident services during construction. One full-time Resident Project Representative (RPR) will be onsite 32 hours per week over a twenty-four (24) month period for the construction of the utility relocation work. The proposed RPR for the project shall be submitted to the CITY for approval prior to assignment to the project.
- The CITY and Consultant agree that representation at the site will be provided. Consultant will provide RPR to assist Consultant in inspecting the progress and

quality of the work of the Contractor. Field representation will be as indicated above and is intended to be at a sufficient level to inspect the contractor's work. Consultant will notify CITY promptly if above level of field representation is insufficient to inspect work as defined by Consultant and CITY.

- Such Field Representatives will be selected, employed, and directed by Consultant. The duties, responsibilities and limitations of authority of such Field Representatives will be described in the Contract Documents and as detailed herein.
- Consultant will use reasonable effort to provide protection for CITY against defects and deficiencies in the work of Contractor. However, Consultant will not, during such visits or as a result of such inspections of Contractor's work in progress, supervise, direct, or have control over Contractor's work nor will Consultant have authority over or responsibility for the means, methods, techniques, sequences or procedures selected by Contractor, for safety procedures and programs incident to the work of Contractor, for any failure of Contractor to comply with laws, rules, regulations, ordinances, codes or orders applicable to Contractor's performing and furnishing the work, or responsibility of construction for Contractor's failure to furnish and perform the Work in accordance with the Contract Documents.

920 Duties and Responsibilities

- The duties and responsibilities of the RPR are limited to those of Consultant in Consultant's Agreement with the CITY and in the construction Contract Documents, and are further limited and described as follows:
 - General. RPR is Consultant's agent at the site, will act as directed by and under the supervision of Consultant, and will confer with Consultant regarding RPR's actions. RPR's dealings in matters pertaining to the on-site work will in general be with Consultant and Contractor, keeping CITY advised as necessary. RPR's dealing with Contractor's subcontractors will only be through or with the full knowledge and approval of Contractor. RPR will generally communicate with the CITY with the knowledge of and under the direction of Consultant.
 - Schedules. RPR will review the progress schedule, schedule of Shop Drawings submittals and schedule of values prepared by Contractor and consult with Consultant concerning acceptability.
 - Conferences and Meetings. RPR will attend meeting with Contractor, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.
 - Liaison. RPR will serve as Consultant's liaison with Contractor, working principally through Contractor's superintendent and assist in understanding the intent of Contract Documents; and assist Consultant

in serving as CITY's liaison with Contractor when Contractor's operations affect the CITY's on-site operations.

- RPR will assist in obtaining from CITY additional details or information when required for proper execution of the Work

930 Shop Drawings and Samples

- RPR will advise Consultant and Contractor of the commencement of any Work requiring a Shop Drawing or Sample if the submittal has not been approved by Consultant.

940 Review of Work, Rejection of Defective Work, Inspections, and Tests

- RPR will conduct onsite inspections of the Work in progress to assist Consultant in determining if the Work is proceeding in accordance with the Contract Documents.
- RPR will report to Consultant whenever RPR believes that any Work will not produce a completed Project that conforms to the Contract Documents or will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents, or has been damaged, or does not meet the requirement of any inspection, test or approval required to be made; and advise Consultant of Work that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
- RPR will verify that tests, equipment and systems stamps and operating and maintenance training are conducted in the presence of appropriate personnel and that Contractor maintains adequate records thereof; and observe record and report to Consultant appropriate details relative to the test procedures and start-ups.
- RPR will accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections and report to Consultant.
- RPR will coordinate and review the results of tests made by the independent soils and materials testing laboratory.
- Interpretation of Contract Documents. RPR will report to Consultant when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by Consultant.
- Modifications. RPR will consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report with RPR's recommendations to Consultant. RPR will transmit to Contractor in writing decisions as issued by Consultant.

950 Recordkeeping

- RPR will maintain at the job site and/or at the Consultant's office orderly files for correspondence, reports of job conferences, Shop Drawings and Samples, reproductions of original Contract Documents including all Work Changes, Addenda, Change Orders, Field Orders, additional Drawings issued subsequent to the execution of the Contract, Consultant's clarifications and interpretations of the Contract Documents, progress reports, Shop Drawing submittals received from and delivered to Contractor and other Project related documents.
- RPR will prepare a daily report, keep a diary or log book, recording Contractor's hours on the job site, weather conditions, data relative to questions of Work Change Directives, Change Orders or changed conditions, list of job site visitors, daily activities, decisions, observations in general, and specific observations in more detail as the case of observing test procedures; and send copies to Consultant.
- RPR will record names, addresses and telephone numbers of all Contractors, subcontractors and major suppliers of materials and equipment.

960 Reports

- RPR will furnish to Consultant periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.
- RPR will consult with Consultant in advance of scheduled major tests, inspection or start of important phases of the Work.
- RPR will report immediately to Consultant and CITY the occurrence of any accident.

970 Payment Requests

- RPR will review Applications for Payment with Contractor for compliance with the established procedures for their submission and forward with recommendations to Consultant, noting particularly the relationship of the payment requests to the schedule of values, Work completed, and materials and equipment delivered at the site but not incorporated in the Work.

980 Certificates, Maintenance, and Operations Manuals

- During the course of the Work, RPR will verify that certificates and other data required to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have this material delivered to Consultant to review for forwarding to CITY prior to final payment for the Work.

990 Project Completion

- Before Consultant issues a Certificate of Substantial Completion, RPR will submit to Contractor a list of observed items requiring completion or correction.

- RPR will observe whether the Contractor has performed inspections required by rules, regulations, ordinances, codes, or orders applicable to the Work, including but not limited to those to be performed by public agencies having jurisdiction over the Work.
- RPR will conduct a final inspection in the company of Consultant, CITY and Contractor and prepare a final list of items to be completed or corrected.
- Consultant will observe whether all items on final list have been completed or corrected and make recommendation to the CITY concerning acceptance and issuance of the Notice of Acceptability of the Work.

Limitations of Authority by Resident Project Representative

- RPR will not authorize any deviation from the Contract Documents or substitution of materials or equipment (including “or-equal” items), unless authorized by CITY and Consultant.
- RPR will not exceed limitations of Consultant’s authority as set forth in the Agreement or the Contract Documents.
- RPR will not undertake and of the responsibilities of Contractor, Subcontractors, Suppliers or Contractor’s superintendent.
- RPR will not advise on, issue directions relative to or assume control over any aspect of the means, methods, techniques, sequences, procedures of construction, or health and safety procedures unless such advice or directions are specifically required by the Contract Documents.
- RPR will not accept Shop Drawings or Sample submittals from anyone other than Contractor.
- RPR will not authorize CITY to occupy the Project in whole or in part. RPR will not participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by Consultant.

The CITY and Consultant acknowledge that the Contractor will be solely responsible for all construction means and methods, including all safety and environmental procedures and programs necessary in connection with the Work and Services.

TASK 1000 – Project Closeout

1010 Record Drawings

- Consultant will prepare record drawings in electronic format as approved by the City and in accordance with the City’s record drawing standards. The final record drawings will be delivered in electronic format on a DVD. Drawings will be provided in a format compatible to the CITY’s GIS system.

1020 Punch List and Final Inspection

- See Task 840 of this agreement.

1030 O&M Submittals

- At the conclusion of the project, Consultant will receive, review and transmit to the CITY with written comments guarantees, Bonds, and certificates that are required by the Contract Documents and provided by the Contractor.
- No O&M submittals are anticipated on this project.

1040 Digital Information Submittals

- The final record drawings will be delivered in electronic format on a DVD. Drawings will be provided in a format compatible to the CITY's GIS system.

1050 Final Notice of Acceptability of the Work

- See Task 840 of this agreement.
- Based upon periodic observation, observation during a final walk through of the project site, and construction records the Consultant will provide written notice to the CITY when the Consultant deems the work to be complete and acceptable.

1060 SCDHEC Permits to Operate

- Upon CITY acceptance of the final construction, CITY will provide an Owner's Letter of Acceptance and copies of all test results. Consultant will submit these documents along with an Engineer's Letter of Certification and copies of the record drawings to SCDHEC with a request for Permits to Operate for the water and sewer facilities. observation, observation during a final walk through of the project site, and construction records the Consultant will provide written notice to the CITY when the Consultant deems the work to be complete and acceptable.

TASK 1100 – Additional Services

1110 General Task

The below items are not included in this scope for this project, but the CITY may chose to amend this Agreement so that Consultant may furnish additional services such as those listed below (but not limited to):

- Additional water main or sewer replacement or relocation above the 3,300 linear feet identified in the project description for water and 1,000 linear for gravity sewer.
- Additional Surveying outside original scope or for Record Drawings.

- Additional Construction Services beyond the hours and time allotted under Section 800 in this agreement
- Flood Study or Flood Impact Analysis
- Professional engineering services related to additional or extended design, bidding, and construction services.
- Additional meetings with homeowners and agencies beyond those scheduled in the agreement.
- Redesign resulting from SCDOT roadway and drainage design changes.
- Additional property research and easement exhibits beyond the scoped sixteen exhibits. Each additional exhibit will be \$1,000.
- Easement acquisition.
- Public outreach.
- Additional bidding assistance beyond scoped six month bid period.

For services rendered under Task 1100 - Additional Services, compensation to the Consultant shall be negotiated with the CITY. An allowance is provided in this proposal to cover additional services. No additional services will be performed without written approval from the CITY.

ATTACHMENT A TO EXHIBIT A
RESPONSIBILITIES OF THE OWNER

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

The CITY agrees to perform the following:

- Provide assistance in gaining access to water mains and sewers and water and sewer easements for which field services will be provided.
- Notify Consultant of property owners who may pose problems with Consultant's ability to safely gain access to manholes and assist the 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

City of Columbia, SC
CIP # WM4558 & SS7573
I-126 (Elmwood Ave.) Bridge Utility Relocation
Schedule - Gantt Chart

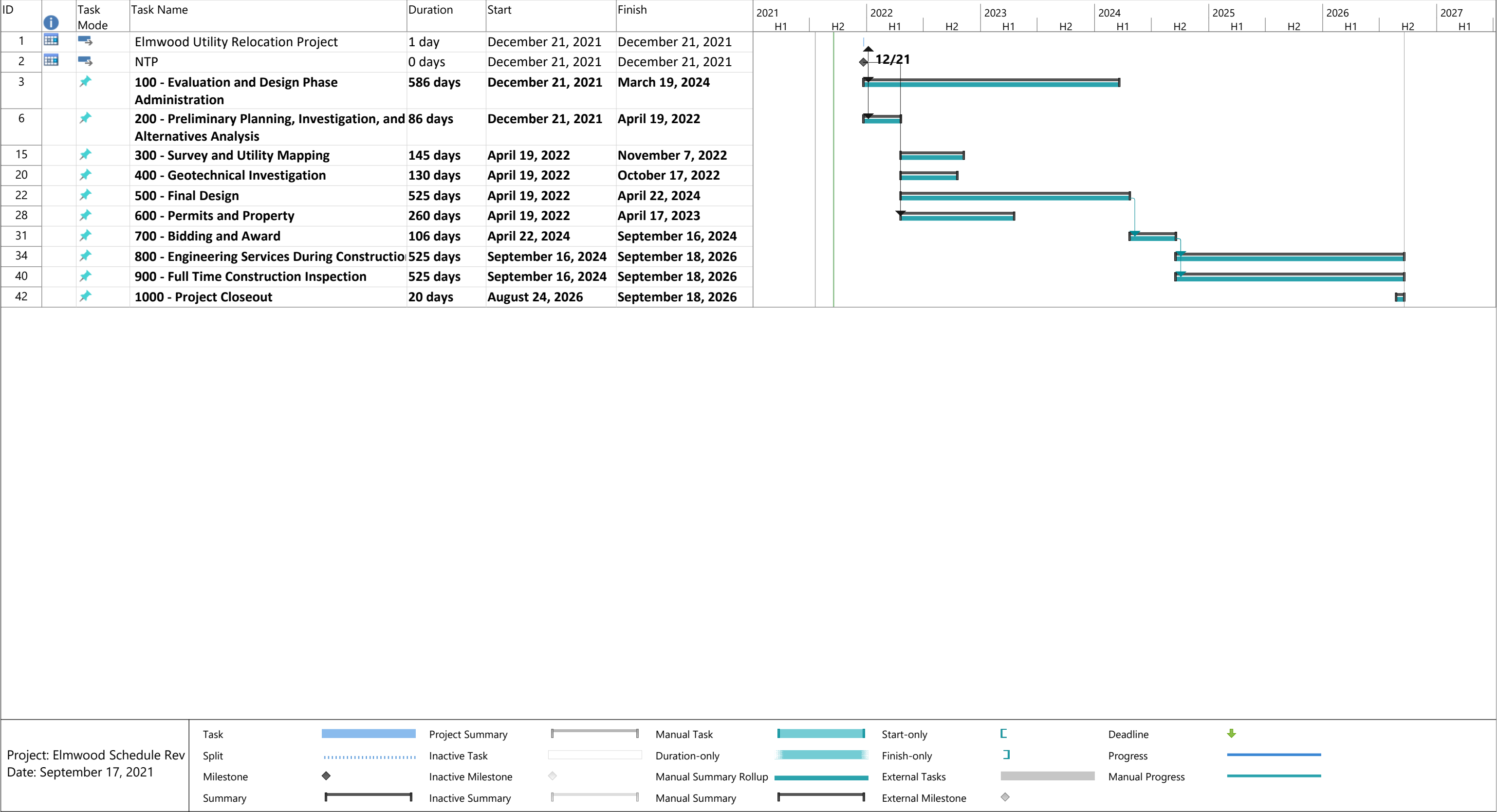


EXHIBIT C
COMPENSATION

City of Columbia
CIP # WM4558 & SS7573
I-126 (Elmwood Ave.) Bridge Utility 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 \$1,342,490.00. This includes \$0.00 of lump sum tasks, as well as \$1,342,490.00 of hourly tasks and associated expenses, 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:

Task	Description	Water, CIP # WM4558				Sewer, CIP # SS7573			
		Hours/ LS	Consultant	Subconsults	Total	Hours/ LS	Consultant	Subconsults	Total
Task 100	Evaluation and Design Phase Administration	Hrs (NTE)	\$90,107	\$35,812	\$125,919	Hrs (NTE)	\$30,035	\$11,938	\$41,973
Task 200	Prelim Planning, Investigation, Eng & Alt Anal	Hrs (NTE)	\$39,784	\$19,125	\$58,909	Hrs (NTE)	\$13,261	\$6,375	\$19,636
Task 300	Survey and Utility Mapping (excluding Task 320)	Hrs (NTE)	\$8,171	\$86,025	\$94,196	Hrs (NTE)	\$2,724	\$28,675	\$31,399
Task 320	Easement Exhibits	Hrs (NTE)	\$4,975	\$22,125	\$27,100	Hrs (NTE)	\$1,659	\$7,375	\$9,034
Task 400	Geotechnical Investigation	Hrs (NTE)	\$1,907	\$12,337	\$14,244	Hrs (NTE)	\$635	\$4,113	\$4,748
Task 500	Final Design	Hrs (NTE)	\$80,497	\$15,000	\$95,497	Hrs (NTE)	\$26,833	\$5,000	\$31,833
Task 600	Permits and Property	Hrs (NTE)	\$6,210	\$ 0	\$6,210	Hrs (NTE)	\$2,070	\$ 0	\$2,070
Task 700	Bidding and Award	Hrs (NTE)	\$5,318	\$3,750	\$9,068	Hrs (NTE)	\$1,773	\$1,250	\$3,023
Task 800	Engineering Services During Construction	Hrs (NTE)	\$85,208	\$7,350	\$92,558	Hrs (NTE)	\$28,403	\$2,450	\$30,853
Task 900	Full Time Construction Inspection	Hrs (NTE)	\$396,000	\$ 0	\$396,000	Hrs (NTE)	\$132,000	\$ 0	\$132,000
Task 1000	Project Closeout	Hrs (NTE)	\$11,010	\$ 0	\$11,010	Hrs (NTE)	\$3,670	\$ 0	\$3,670

Task 1100	Additional Services	Hrs (NTE)	\$76,155	\$ 0	\$76,155	Hrs (NTE)	\$25,385	\$ 0	\$25,385
	Total of Contract		\$805,342	\$201,524	\$1,006,866		\$268,448	\$67,176	\$335,624
	% of Contract to Subconsultants			20.02%				20.02%	
	% of Contract to Protégé			20.02%				20.02%	

NTE – Not to Exceed

The Engineer's requirement for Subconsultant and/or Protégé Participation is 20%.

LABOR RATES

Firm Name: Black & Veatch Corporation

HOURLY RATES

Please provide Hourly Rate Sheets for all personnel assigned to the Project and for all categories

Category of Personnel	Description	Hourly Rate
Principal	Senior Vice President for all client services. 30+ years' experience. PE licensed.	\$280
Client Director	Management and delivery of all client services. 20+ years' experience. PE licensed.	\$265
Senior Project Manager	Management and delivery of all engineering services. 20+ years' experience. PE licensed.	\$240
Project Manager	Management and delivery of all engineering services. 12+ years' experience. PE licensed.	\$210
Senior Engineering Manager	Management of engineering execution and quality control. 15+ years' experience. PE licensed.	\$210
Engineering Manager	Management of engineering execution and quality control. 10+ years' experience. PE licensed.	\$180
Civil Engineer III	Engineering for specific technical tasks. 5-10 years' experience. PE licensed.	\$150
Civil Engineer II	Engineering support for specific technical tasks. 1-5 years' experience.	\$135
Civil Engineer I	Engineering support for specific technical tasks. 0-4 years' experience.	\$110
Senior Process Engineer	Management of treatment process solutions. 20+ years' experience. PE licensed.	\$220
Process Engineer II	Engineering of process solutions. 10+ years' experience. PE licensed.	\$180
Process Engineer I	Engineering of process solutions. 4+ years' experience.	\$150
Senior Discipline Engineer	Engineering for specific discipline services. 10+ years' experience. PE licensed.	\$180
BIM Coordinator	Coordination of drafting, BIM Modeling, GIS. 10+ years' experience.	\$150
BIM Technician II	Execution of drafting, BIM Modeling, GIS. 5-10 years' experience.	\$135
BIM Technician I	Execution of drafting, BIM Modeling, GIS. 0-5 years' experience.	\$120
Construction Manager	Management of on-site construction observations and construction administration activities. 10+ years' experience.	\$190
Resident Engineer II	On-site construction observation, construction contract administration. 5-10 years' experience.	\$165

Category of Personnel	Description	Hourly Rate
Resident Engineer I	On-site construction observation, construction contract administration. 0-5 years' experience.	\$140
Senior Administrative Assistant	Management of administrative tasks; invoicing, accounting, etc. 10+ years' experience.	\$115
Administrative Assistant II	Administrative project support; filing, invoices, accounting, etc. 5-10 years' experience.	\$95
Administrative Assistant I	Administrative project support; filing, invoices, etc. 0-5 years' experience.	\$80
Intern or Co-op	Engineering support for specific technical tasks. 0-1 years' experience.	\$80

The above listed hourly billing rates are valid for the period of July 1, 2019 through June 30, 2020.

EXHIBIT D**Business Information Record for Subconsultants/Subcontractors**

Bidder shall list all subcontractors and vendors, who will be providing subcontracting services, furnishing materials, etc. for this project. The list shall be submitted in the format provided below. Any proposed changes from the list shall be submitted in writing to the Owner prior to initiation of any action, with the reason for proposed changes.

MUST BE TYPED AND REFLECT ONLY THOSE PROVIDING A SERVICE "NO LINE STRIKE THROUGH"

Business Name (as shown on W9 or SAM.gov) / DUNS # & CAGE # (If Applicable)	City of Columbia Vendor number	Services and/or Materials Provided	Cost of Services and/or Material (\$ Value)	Percentage of Total Contract	MBE, WBE, SBE, DBE, LBE, CDBE (indicate all that apply)	Minority Association Code (If applicable - Use 2 letter Code - See Key Below)
Highfill Infrastructure Engineering, PC DUNS #: 080560074 CAGE #: 7TNP3	V016533	Design Phase Services	\$ 268,700	20.02%	SBE	
Bunnell-Lammons Engineering DUNS #: 962842274	N/A	Geotechnical Exploration	*	N/A	N/A	
Stewart Engineering, Inc. DUNS #: 927654004 CAGE #: 1URP5	N/A	SUE	*	N/A	N/A	
Summit Engineering Group, Inc. DUNS # 022002813	V016768	Survey & Easements	*	N/A	N/A	
*These subconsultants are contracted directly through Highfill Infrastructure as their subconsultants.						

Key: Minority/Women Owned Business Enterprise Association Code

AF – Asian American Female AM – Asian American Male
BM – African American Male FB – Non-Minority Female Owned
HM – Hispanic American Male NF – Native American Female

BF – African American Female
HF – Hispanic American Female
NM – Native American Male

COMBINED TOTAL SUB AMOUNT \$ 268,700
TOTAL CONTRACT AMOUNT: \$ 1,342,490

I certify this information is true, correct, complete and active.

Business Name: Black & Veatch Corporation

Representative Name/Title: Jeff Wells, PE Associate Vice President

Date: _____

Business Information for Subconsultants/Subcontractors- Continued

List information for each Subcontractor or Subconsultant below.

1) Subcontractors Company information (Primary/Main office location)

Highfill Infrastructure Engineering, PC _____
Company Name

1320 Main Street, Suite 260 _____
Physical Address

1320 Main Street, Suite 260 _____
Mailing Address

Columbia, SC 29201 _____
City/State Zip Code + 4

(910) 233-8095 _____ () _____
Phone number Fax number

Ray Cox, PE _____ Dave Johnson, PE _____
Primary Contact Name Secondary Contact Name

rcox@hiepc.com _____ djohnson@hiepc.com _____
Primary Contact Email Address Secondary Contact Email Address

04-3791606 _____ V016533 _____
Federal ID # Vendor #

2) Subcontractors Company information (Primary/Main office location)

Bunnell-Lammons Engineering _____
Company Name

130 Hunter Village Drive, Suite E _____
Physical Address

130 Hunter Village Drive, Suite E _____
Mailing Address

Irmo, SC 29063 _____
City/State Zip Code + 4

(864) 288-1265 _____ () _____
Phone number Fax number

Bryan Howard, PE _____ Bill Mathews, PE _____
Primary Contact Name Secondary Contact Name

bryan.howard@blecorp.com _____ bill.mathews@blecorp.com _____
Primary Contact Email Address Secondary Contact Email Address

57-1056336 _____
Federal ID # Vendor #

3) Subcontractors Company information (Primary/Main office location)

Stewart Engineering, Inc. _____
Company Name

711 Lady Street, Suite B _____
Physical Address

711 Lady Street, Suite B _____
Mailing Address

Columbia, SC 29201 _____
City/State Zip Code + 4

(919) 866-4806 _____ () _____
Phone number Fax number

Frank Mundy II, PLS _____ Karl Alewine, PLS _____
Primary Contact Name Secondary Contact Name

FMundy@stewartinc.com _____ KAlewine@stewartinc.com _____
Primary Contact Email Address Secondary Contact Email Address

56-1854766 _____
Federal ID # Vendor #

4) Subcontractors Company information (Primary/Main office location)

Summit Engineering Group, Inc. _____
Company Name

9601 Warren H. Abernathy Highway _____
Physical Address

9601 Warren H. Abernathy Highway _____
Mailing Address

Spartanburg, SC 29301 _____
City/State Zip Code + 4

(864) 949-1111 _____ () _____
Phone number Fax number

John Kinsey _____
Primary Contact Name Secondary Contact Name

jkinsey@summitengineeringgroup.com _____
Primary Contact Email Address Secondary Contact Email Address

26-2107527 _____ V016768 _____
Federal ID # Vendor #

5) Subcontractors Company information (Primary/Main office location)

Company Name

Physical Address

Mailing Address

City/State Zip Code + 4

(____) _____
Phone number

(____) _____
Fax number

Primary Contact Name

Secondary Contact Name

Primary Contact Email Address

Secondary Contact Email Address

Federal ID #

Vendor #

6) Subcontractors Company information (Primary/Main office location)

Company Name

Physical Address

Mailing Address

City/State Zip Code + 4

(____) _____
Phone number

(____) _____
Fax number

Primary Contact Name

Secondary Contact Name

Primary Contact Email Address

Secondary Contact Email Address

Federal ID #

Vendor #



CITY OF COLUMBIA

Office of Business Opportunities Compliance
1401 Main Street 4th Floor | Columbia, South Carolina 29201
Phone: 803-545-4185

MENTOR PROTÉGÉ PROGRAM Implementation Plan

Date: <u>09/23/2021</u>	Mentor Amount: <u>\$1,073,790</u>
Project Name: <u>I-126 (Elmwood Ave.) Bridge Utility Relocation</u>	Mentor % of Total Contract: <u>79.98</u>
Project #: <u>CIP# WM4558</u>	Protégé Amount: <u>\$268,700</u>
Mentor: <u>Black & Veatch</u>	Protégé % of Total Contract: <u>20.02</u>
Protégé: <u>Highfill Infrastructure Engineering, PC</u>	Duration of the Project: <u>58 months</u>
Total Project Contract Amount: <u>\$1,342,490</u>	

Statement of Commitment: Both Mentor and Protégé are committed to providing an adequate amount of resources and effort to execute the plan below. Mentor and Protégé acknowledge the Implementation Plan is a joint plan and agree to meet at least quarterly to verify compliance with this Plan.

The full scope of services needs to be provided to the protégé and a meeting/discussion between the protégé and mentor needs to be held. The protégé and mentor must mutually agree upon the services the protégé will provide at 20% or more throughout the duration of the contract. These services should be based on current capabilities as well as developing and building upon new capacities and skills sets.

A completed Business Information Records (BIR) form is required, and will be reviewed along with this Implementation Plan. **The information recorded in the BIR must be consistent with the Implementation Plan.**

1. How do the Mentor and Protégé intend to work together on the designated project?
Address contractual relationship, general roles and informal teaming arrangements.

A formal subconsultant agreement will be signed between Black & Veatch (B&V) and Highfill Infrastructure Engineering, PC (HIGHFILL) clearly defining the scope of work HIGHFILL is to provide including the contract amount and schedule. HIGHFILL's role in the project will be to primarily provide project coordination, utility coordination, field survey, subsurface utility engineering services, geotechnical services. A design kickoff meeting will be scheduled. B&V will advise HIGHFILL on additional supportive tasks.

2. How does the work performed in this project relate to the goals identified in your MPP Team Agreement and Business Plan?

The project includes design and construction phases services and will provide an opportunity for the protégé to have a role in project management and a role in the quality control of the project. Both areas are identified as general goals for growth.



CITY OF COLUMBIA

Office of Business Opportunities Compliance
1401 Main Street 4th Floor | Columbia, South Carolina 29201
Phone: 803-545-4185

3. How will the team focus on developing Protégé's business and implementing the actions necessary to obtain results reflected in the Mentor-Protégé Agreement? *Identify milestones, thresholds, or other indicators in which the team's success is being achieved.*

A schedule of deliverables will be established and agreed upon by the M-P team. Milestone dates will be assigned to each deliverable. Success will be achieved if quality deliverables are made on-time.

4. Proposed manpower and resources from both the Mentor and the Protégé are required for the project. *Address key personnel, equipment/materials, and insurance/bonding. Additionally, included any special arrangements where applicable.*

Mentor:

Key personnel include Rob Osborne, PE (Project Manager), Todd Carwell, PE (Engineering Manager), and Emma deBlonk, EIT (Project Engineer). B&V currently has the equipment, materials, and insurance to perform the project.

Protégé:

Key personnel include Ray Cox, PE, Dave Johnson, PE, and Chad Easter, PE. HIGHFILL currently has the equipment, materials, and insurance to perform the project.

Please ensure that all Subcontractors are listed on the Business Information Records (BIR) and complete items below:

List Subcontractors Names below: (Do not include Protégé)	Who will the subcontractor report to?	Who is responsible for payment of the subcontractor?
Bunnell-Lammons Engineering (BLE)	Highfill Infrastructure Engineering, PC	Highfill Infrastructure Engineering, PC
Stewart Engineering, Inc.	Highfill Infrastructure Engineering, PC	Highfill Infrastructure Engineering, PC
Summit Engineering Group, Inc.	Highfill Infrastructure Engineering, PC	Highfill Infrastructure Engineering, PC

Special Arrangements:

None required.



CITY OF COLUMBIA

Office of Business Opportunities Compliance
1401 Main Street 4th Floor | Columbia, South Carolina 29201
Phone: 803-545-4185

5. What scope of work is to be performed by each participant of the MPP team utilizing the proposed resources identified above?

a. Description of Mentor's responsibilities on project:

Prepare design documents that will be used to advertise and bid the project for construction; provide full-time construction inspection; and provide project closeout services after construction is complete.

b. Description of Protégé responsibilities on project:

Provide field reconnaissance, regulatory review, field survey, and geotechnical assessment; and assemble easement exhibits.

c. Description of responsibilities that will be completed as a team:

Provide technical assistance during public outreach meetings; provide utility and regulatory agency coordination; provide construction administration tasks.

6. What is the anticipated duration (in months) of each major phase of the project? During which phases will the Protégé be utilized?

Protégé will be utilized during design and construction phase administration, preliminary agency and utility coordination meetings, survey and utility mapping, geotechnical investigation, and construction administration.

Alternative Selection: 4 months

Design: 24 months

Bidding: 6 months

Construction: 24 months

7. Outline of regularly scheduled meeting between Mentor and Protégé (Progress reporting).

Project meetings with design team will include:

Kickoff meeting

Monthly progress meetings during design and construction.

50% and 90% replacement alternatives meetings (this is considered 30% total project review meeting)

60% design completion review meeting

90% design completion review meeting

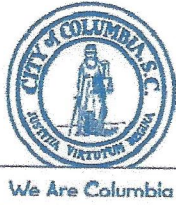
100% design completion review meeting

Pre-bid meeting

8. Define payment schedule and financial terms identifying milestones for initial, progress and final payments.

Protégé will be paid on an hourly and expense basis for each task.

Invoice and payments are to be made on a monthly basis.



CITY OF COLUMBIA

Office of Business Opportunities Compliance
1401 Main Street 4th Floor | Columbia, South Carolina 29201
Phone: 803-545-4185

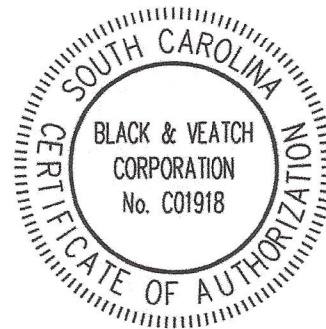
MENTOR-PROTEGE IMPLEMENTATION PLAN SIGNATURE SHEET

MPP participants acknowledge that any change orders/contract amendments to this project will require a completed Implementation Plan Addendum for each change order/contract amendment made to the project.

IN WITNESS WHEREOF, the parties hereto have caused these present to be executed by their proper officials thereunto duly authorized as of the dates below indicated:

EXECUTED by Black & Veatch (Mentor Firm) this 24th day of September 2021.
Corporate SEAL

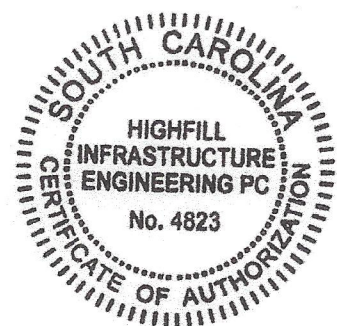
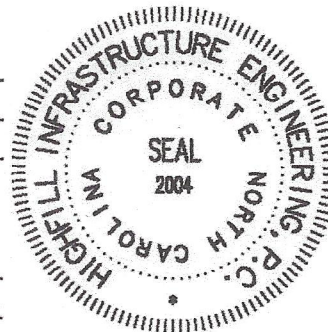
By: [Signature]
Title: Associate Vice President
Firm Name: Black & Veatch



ATTEST:
By: [Signature]
Title: Client Director

EXECUTED by Highfill (Protégé Firm) this 24th day of September 2021.
Corporate SEAL

By: [Signature]
Title: Vice President of Marketing
Firm Name: Highfill Infrastructure Engineering, PC



ATTEST:
By: [Signature]
Title: Sr. Project Manager

RECOMMENDED FOR APPROVAL:

EXECUTED by the Office of Business Opportunities - Compliance on this 29 day of September 2021.

By: LaTonya B Germany
Title: Program Compliance Specialist

LOCATION MAP

0 80 160 320 480 640 Feet



Legend

- ▶ waWaterMain
- ⊗ waHydrant
- ▶ ssGravityMain
- ssManhole



Source: Esri, Maxar, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

Stewart-Cooper-Newell Architects, PA
Olympia Fire Station Replacement



AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is being awarded under procurement method RFQu006-20-21-KDD Olympia Fire Station Replacement.

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 Stewart-Cooper-Newell Architects, PA, (hereinafter referred to as the “Architect”), to provide design services for the Olympia Fire Station Replacement 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 Engineer shall provide the scope of services more fully described in Exhibit A, attached hereto. The Engineer shall perform any and all incidental services not specifically set forth in Exhibit A, which are necessary to fully complete the scope of services described in Exhibit A.
3. **SUPPLEMENTAL OR ADDITIONAL SERVICES** – The City may require supplemental or additional services of the Engineer or recommended by the Engineer and approved by the City in writing.

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

Stewart-Cooper-Newell Architects, PA
Olympia Fire Station Replacement

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 thirty (30) months, with the option to renew or continue with work for two (2) additional one-year period(s) at the mutual pleasure of both parties.

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

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

6. **COMPENSATION** – (See Exhibit C)

- A. The total compensation to be paid by the City to the Contractor under this Agreement shall not exceed Six Hundred Eighty-One Thousand, Nine Hundred Fifty-Six dollars and No/100 (\$681,956.00) to be annually approved and appropriated by the City of Columbia, SC.

Owner will pay Architect for performance of the work in accordance with the Contract Documents in current funds at the contract amount agreed upon on the Architects Compensation Form attached to this Contract which establishes the contract value shall not exceed Four Hundred Twenty-Eight Thousand, Five Hundred dollars and No/100 (\$428,500.00) **unless written approval is authorized by the City.**

- B. The maximum potential value of the contract includes a City controlled additional services allowance in the amount of Two Hundred Fifty-Three Thousand, Four Hundred Fifty-Six Dollars and Zero Cents (\$253,456.00). This

Stewart-Cooper-Newell Architects, PA
Olympia Fire Station Replacement

additional service amount will be administered, if necessary, at the discretion of the City for optional additional services within the pre-determined Scope of Services for this Contract.

- C. The 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.

- D. Invoicing Procedure:

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

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

1. The Engineer is required to pay all Subconsultants and material suppliers for all work that the Subconsultant has satisfactorily completed, no later than twenty (20) calendar days after the Engineer has received payment from the City.

Stewart-Cooper-Newell Architects, PA
Olympia Fire Station Replacement

2. In addition, all retainage amounts received from the City by the Engineer must be paid by the Engineer to the Subconsultant no later than fourteen (14) calendar days after the Subconsultant has, in the opinion of the Assistant City Engineer for Construction or his/her designee, satisfactorily completed its portion of the Work.
3. A delay in or postponement of payment to the Subconsultant or material supplier requires good cause and prior written approval of the City's Assistant City Engineer for Construction or his/her designee.
4. The Engineer is required to include, in each Subcontract, a clause requiring the use of appropriate arbitration mechanisms or other method to resolve all payment disputes.
5. The City will not pay the Engineer for subsequent work performed unless and until the Engineer ensures that the Subconsultants have been promptly paid for the work they have performed under all previous payment requests, as evidenced by the filing of City lien waivers, canceled checks (if requested), and the Engineer's sworn statement that it has complied with the prompt payment requirements. The Engineer must submit a Prompt Payment Affidavit, Subconsultant list that identifies each Subconsultant (both Disadvantaged Business Enterprises (DBEs) and non-DBEs) including Subcontract values and the date and amount of the last payment to such Subconsultant(s). That documentation must be provided with every payment request submitted to the City, except for the first payment request.
6. Failure to comply with these prompt payment requirements is a breach of this Agreement. The City reserves the right to pursue any and all remedies permitted under law for breach of contract, including, but not limited to, Engineer debarment.

Stewart-Cooper-Newell Architects, PA
Olympia Fire Station Replacement

F. Affirmative Action Procurement and Contracting Goals:

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

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

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

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

G. Subcontracting Goals

Under this Agreement, the subcontracting goals are as follows:

SB Goals	<u>N/A</u>	%
MBE	<u>.096</u>	%
WBE	<u>.071</u>	%

Stewart-Cooper-Newell Architects, PA
Olympia Fire Station Replacement

LSA N/A %

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

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

Non-applicable – The City of Columbia encourages, where economically feasible, establishment of mentor-protégé relationships to ensure contracting opportunities for all businesses, including minority / women / small business enterprises. The Mentor-Protégé Program (MPP) helps develop private sector business relationships and enhances the contracting capabilities of minority-owned business enterprises (MBE), women-owned business enterprises (WBE), and small business enterprises (SBE). In order to provide opportunities for growth and to encourage hands-on business relationships, certain capital improvement projects may be designated by the City of Columbia as Mentor-Protégé Program projects.

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

8. **INDEMNIFICATION & INSURANCE**

- A. The Engineer shall procure and shall maintain during the life of this Agreement, whether such operation be by itself or by a Subconsultant or anyone directly or indirectly employed by either of them, such insurance as required by statute, ordinance, or this Agreement, to adequately protect the City from any claims

Stewart-Cooper-Newell Architects, PA
Olympia Fire Station Replacement

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

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

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

Stewart-Cooper-Newell Architects, PA
Olympia Fire Station Replacement

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

- B. The Engineer shall furnish the City with a certificate showing satisfactory proof of carriage of the insurance required hereunder and such insurance shall be approved by the City prior to the Engineer and any Subconsultant of the Engineer commencing any services under this Agreement and this insurance shall remain in effect throughout the term of this Agreement, and any extensions of service. Insurance shall remain in effect for the duration of the project and for a period of one (1) year after completion. The City of Columbia shall be the Certificate Holder and shall be named as an *Additional Insured*.
- C. The Contractor/Subcontractor shall indemnify, defend, and hold harmless THE CITY OF COLUMBIA and its agents and employees from and against any and all claims, actions, suits, charges, and judgements arising from or related to the negligence or willful misconduct of the Contractor/Subcontractor in performance of the services called for in this contract.

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

9. PERMITS & LICENSES

- A. The Engineer shall be responsible for obtaining any approvals, permits and/or licenses as may be required of the Engineer in performing the services required

Stewart-Cooper-Newell Architects, PA
Olympia Fire Station Replacement

under this Agreement. The Engineer shall be responsible for any costs relating to same.

- B. The Engineer shall be responsible for identifying the necessity for and providing any applications and supporting documentation to the City for any approvals and/or permits required of the City in order for the Engineer to perform the services required under this Agreement. Such approvals and/or permits may include, but not be limited to, South Carolina Department of Health and Environmental Control (SCDHEC) Construction Permits, SCDHEC Stormwater Management for Construction Sites Permits, SCDHEC Water Resources Permits, Corps of Engineers Permits, City/County/ South Carolina Department of Health and Environmental Control (SCDOT) Encroachment Permits, encroachment permits for other utility rights-of-way and railroad right-of-way encroachment permits/agreements. The City shall obtain the approvals and/or permits identified by the Engineer and pay any costs relating to same.
 - C. The Engineer shall answer questions and consult with the City and/or appropriate authorities as necessary to assist the City's efforts in obtaining required permits/approvals.
 - D. The Engineer shall procure a City of Columbia business license while performing services under this Agreement.
10. **DUTIES UPON TERMINATION** – At termination of this Agreement, the Engineer shall immediately provide the City with all records and data in any format the Engineer is capable of producing and at no cost to the City, which were generated, created or received by the Engineer in performance of the services required by this Agreement or as the City may deem necessary to perform the required services by the City or the Engineer's successor. All records shall be free from any proprietary claims or interest. The Engineer agrees to fully cooperate with the City and any successor to ensure an effective transition to continuously provide the required services.

Stewart-Cooper-Newell Architects, PA
Olympia Fire Station Replacement

See Article 14 for additional language on City's rights to use of documents

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

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

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 Engineer fails to perform any of the services required in this Agreement and does not correct such deficiency within fifteen (15) days after being notified by the City of such deficiency;
 - C. Force Majeure;
 - D. The City, at its sole option and discretion, has the right to terminate this Agreement for any reason whatsoever. A termination for default under this Agreement, if wrongfully made, shall be treated as a termination for convenience under this clause;

Stewart-Cooper-Newell Architects, PA
Olympia Fire Station Replacement

- E. Upon expiration of the term of this Agreement; and
- F. By mutual agreement.

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

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

14. **OWNERSHIP OF PROJECT DOCUMENTS**

- A. All data, documents or other information of any description generated by or used by the Engineer or any Subconsultant retained by the Engineer and related to the services required by this Agreement shall be the property of the City and shall not be used by the Engineer for any purpose whatsoever except to perform the services required by this Agreement.
- B. The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and

Stewart-Cooper-Newell Architects, PA
Olympia Fire Station Replacement

Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

- C. The Architect grants to the City a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the City substantially performs its obligations under this Agreement, including prompt payment of all sums due. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the City to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the City's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to this Agreement, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause, the license granted in this Section shall terminate.
- D. In the event the City uses the Instruments of Service without retaining the authors of the Instruments of Service, the City releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The terms of this Section shall not apply if the City rightfully terminates this Agreement for cause.
- E. Except for the licenses granted in this Article, no other license or right shall be deemed granted or implied under this Agreement. The City shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any

Stewart-Cooper-Newell Architects, PA
Olympia Fire Station Replacement

unauthorized use of the Instruments of Service shall be at the City's sole risk and without liability to the Architect and the Architects consultants.

- F. Except as otherwise stated in this Agreement, the provisions of this Article shall survive the termination of this Agreement

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

City of Columbia

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

Stewart-Cooper-Newell Architects, PA

Name: Ken Newell
Title: President
Address: 719 East Second Avenue
Gastonia, NC, 28054
Phone: 704-865-6311
Fax: 704-865-0046
Email: knewell@scn-architects.com

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

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

Stewart-Cooper-Newell Architects, PA
Olympia Fire Station Replacement

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

Stewart-Cooper-Newell Architects, PA
Olympia Fire Station Replacement

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 Engineer 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 Engineer's failure to perform pursuant to the Agreement.

- E. The Engineer 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 Engineer.
- B. The Engineer shall be responsible for performance of all services required by this Agreement. The Engineer does not act as the City's agent or employee.
- C. The Engineer will not assign or sublet its obligations to perform the services required by this Agreement without the written consent of the City. The Engineer shall be as fully responsible to the City for the acts and omission of its Subconsultants, as it is for the acts and omissions of persons directly employed by the Engineer.

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

- D. In the event there are any disagreements between the City and the Engineer with regard to any of the requirements, specifications or interpretation of this Agreement, the City and the Engineer shall work together with all reasonableness to reach a mutually agreeable resolution, prior to the necessity of item E below.

Stewart-Cooper-Newell Architects, PA
Olympia Fire Station Replacement

- E. This Agreement shall be construed in accordance with the laws and City of Columbia Code of Ordinances and those of the State of South Carolina. The Engineer agrees to subject itself to the jurisdiction and venue of the courts of Richland or Lexington County, State of South Carolina as to all matters and disputes arising or to arise under this Agreement and the performance thereof.
- F. This Agreement represents the entire agreement between the City and the Engineer and supersedes all prior communications, negotiations, representations or agreements, either written or oral. The parties may amend this Agreement at any time provided that such Amendments are executed in writing, signed by a duly authorized representative of both organizations, and approved, where applicable, by the City's governing body.

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

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

Stewart-Cooper-Newell Architects, PA
Olympia Fire Station Replacement

J. The Engineer acknowledges, for itself and its Subconsultants, that it is subject to the provisions of the 1991 Ethics Reform Act (8-13-100, et seq, South Carolina Code of Laws, 1976, as amended). Under this Act, "A person may not, directly or indirectly, give, offer, or promise anything of value to a public official, public member, or public employee with intent to:

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

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

K. In carrying out the service, the Architect shall not discriminate against any employee or applicant for employment because of that employee or applicant's age, sex, gender, gender identity or expression, sexual orientation, race, religion, creed, color, disability, national origin, veteran or military status, political affiliation, or any other characteristic protected by federal, state, or local laws ("protected characteristic"). The Architect shall take affirmative steps to ensure equal employment opportunities for all applicants for employment, without regard to their protected characteristics. For the purpose of this Non-Discrimination in Contracting Policy, the term "sex" includes medical needs and / or lactation needs arising from pregnancy, childbirth, or related medical

Stewart-Cooper-Newell Architects, PA
Olympia Fire Station Replacement

- conditions pursuant to the South Carolina Pregnancy Accommodations Act, 2018 S.C. Act No. 244. This Non-Discrimination in Contracting Policy extends to all aspects of the Architect's operations, including, but not limited to the Architect's employment practices (including selection, hiring, assignment, re-assignment, training, promotion, transfer, compensation, layoff, leave of absence, return from layoff or leave of absence, discipline, and termination); selection of volunteers and vendors, and provision of services. The Architect shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the government setting forth the provisions of this Non-Discrimination in Contracting Policy. The Architect shall incorporate the provisions of this Non-Discrimination in Contracting Policy in all subcontracts for service work.
- L. This Agreement shall be binding upon the respondent and upon its successors and assignees. This Agreement shall be binding upon the City in accordance with its terms and provisions.
 - M. All of the reports, information, data, records or documents of any kind, prepared or assembled by the Engineer under this Agreement are matters of public record, but that the Engineer agrees that they shall only be made available to any individual or organization by the City and the Engineer shall not make them available to any individual or organization without the prior written approval of the City.
 - N. Every exhibit, schedule and appendix attached to this Agreement and referred to herein is hereby incorporated into this Agreement by reference unless this Agreement expressly provides otherwise. This Agreement, exhibits and other documents include, but are not limited to the Conflict of Interest Statement, Non-collusion Affidavit, Business Information Record for Subconsultants /Subcontractors, Local Business Enterprise, and Mentor Protégé Implementation forms are incorporated by reference in this Agreement and set

Stewart-Cooper-Newell Architects, PA
Olympia Fire Station Replacement

forth the entire understanding between the parties hereto regarding the subject matter hereof.

18. **TERMS AND CONDITIONS** - Federal Funding Conditions: The Engineer must comply with the conditions of federal funding as follows:

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

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

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

Stewart-Cooper-Newell Architects, PA
Olympia Fire Station Replacement

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

5. CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT: The Engineer will comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. §7401-7671(q) and the Federal Water Pollution Control Act as amended (33 U.S.C. §1251-1387).

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

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

6. Every exhibit, schedule and appendix attached to this Agreement and referred to herein is hereby incorporated into this Agreement by reference unless this Agreement expressly provides otherwise. This Agreement, exhibits and other documents include, but are not limited to the Scope of Services and Schedule, Fee, Subconsultant Form, Invoicing Procedures, Prompt Payment Affidavit, the Conflict of Interest Statement, Non-collusion Affidavit, Local Business Enterprise, and Mentor Protégé Implementation forms are incorporated by reference in this Agreement and set forth the entire understanding between the parties hereto regarding the subject

Stewart-Cooper-Newell Architects, PA
Olympia Fire Station Replacement

matter hereof.

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

8. AMENDMENTS: The parties may amend the Agreement at any time provided that such amendments are executed in writing, signed by a duly authorized representative of both parties, and approved, where applicable by the City's governing body. The City may in its discretion, amend the Agreement to conform with federal, state, or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change on the funding, the scope of services, or schedule of, the activities to be undertaken as part of the Agreement, such modifications will be incorporated only by written amendment and signed by both parties.

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

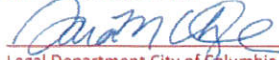
**REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK – SIGNATURE
PAGE FOLLOWS**

Stewart-Cooper-Newell Architects, PA
Olympia Fire Station Replacement

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

CITY OF COLUMBIA, SOUTH CAROLINA

APPROVED AS TO FORM


Legal Department City of Columbia, SC
9/8/2021

Witness

Teresa Wilson, City Manager

Date: _____

STEWART-COOPER-NEWELL ARCHITECTS, PA

Kenneth C. Newell
President

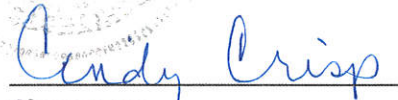
Print: Name/Title


Signature

Date: 13 Sept 2021

(Corporate Seal)

Attest


Signature

Date: 9/13/2021

Space Left Intentionally Blank

Stewart-Cooper-Newell Architects, PA
Olympia Fire Station Replacement

List of Exhibits

Exhibit A – Statement of Work

Exhibit B – Schedule for Completion of Services

Exhibit C – Compensation

Exhibit D – Business Information Statement for Subconsultant/Subcontractor

Exhibit E – Conditions of Federal Funding

EXHIBIT A - SCOPE OF SERVICES

The fire station shall be designed as a stand-alone facility. The facility design must meet all current OSHA, NFPA, and all other applicable standards and codes required by the State of South Carolina and the City of Columbia.

Basic Architectural / Engineering Services

The Architect shall provide services for the standard phases, as defined by the following industry standards:

- Schematic Design Phase
- Design Development Phase
- Construction Documents Phase
- Bidding/Permitting Phase
- Construction Administration

The City anticipates it will require the following Design Services:

- Verify Facility needs and space requirements
- Site/Master Plan Design Services
- Civil Engineering to include a security fencing around the entire site; survey provided by A/E firm
- Geotechnical Engineering to include Soil Borings
- Independent Cost Estimating at each design phase (Schematic, Design Development, and Construction Document)
- Design Review Meetings at each phase of the design work or as required
- Graphic Presentation materials including:
 - One (1) color site rendering with landscaping
 - Two (2) - color building perspective renderings
 - One rendering should be a view from street in front The other rendering should be a view selected by owner.
- Interior Design Services
- Landscape Architecture / Irrigation Design
- Technology Design to include Security and Audio Visual design
- Furniture, Fixture, and Equipment consideration
- Consideration and advisement of opportunities to include solar panels to offset the energy consumption of the building

General Notes

The following consists of additional items to consider:

1. The Architect shall conduct an analysis of the routine operations of the staff in order to fully understand their function, operations and the respective interaction, relationship, adjacency priorities and potential of joint use spaces.
 - A. Historical, Current and Projections for Future Staffing Levels
 - B. An Organizational Chart
 - C. An Assessment of Requested Spaces
 - D. A Definition of Functional Inter-Relationships
 - E. Documentation of Specialized Equipment
2. The City shall provide the Consultant any existing documentation relative to any proposed site that has been previously identified and investigated, including, but not limited to site survey, existing utility distribution

record drawings, etc. Based upon the site size determined to be necessary, as identified within the Spatial Needs Assessment, and with the direct input of the City, the Architect shall provide Master Planning services for the development of the proposed property.

3. The Architect shall perform:

- A. Evaluation of property relative to a 100-year storm
 - a. The appropriate finish floor elevation of the new building shall be evaluated/defined
- B. Identification of potential hazards, such as the adjacent interstate highway, low elevation, active rail lines, etc.
- C. Guidelines for the abandonment of right-of-way and/or roadways which may become internal to the site
- D. Appropriateness (capacity) of existing utilities, such as power, gas, water, sewer, fiber optics, etc.
- E. Based upon the recommendations related to facility size, the architect shall identify the land area needed for the building(s), associated parking and related site requirements, such as stormwater retention, parking areas, appropriate elevation of building floor due to location in a flood prone area, modification to current zoning, landscape requirements and building setback requirements as well as future expansion areas. All identified development options will be verified to support the identified site with site diagrams included on the Master Plan.

4. Based upon the information collected, the Architect shall prepare a Master/Site Plan Document of the selected site, illustrating:

- A. Proposed land utilization of the selected site.
- B. Location and general configuration of “current need” facilities.
- C. Areas of potential expansion for future need.
- D. Location of vehicles access and egress, both staff and public
- E. Pedestrian areas and site circulation
- F. Vehicle parking areas (Staff and Public/Visitor)
- G. Area(s) designated for storm water retention
- H. Potential connection and interface with the service area. (this should include addressing any potential impediments to rapid egress from the site.)

- 5. Construction Administration services shall also include the architect holding a regular site progress meeting every two weeks with the deliverable being a written meeting minutes report including photos. Also, provide drone aerial photos each month of construction progress for duration of project.
- 6. Interior Design services include: finish selections and specifications with color boards, furniture plans with pictures of furniture and fabric samples and procurement coordination.
- 7. Civil Engineering shall include the design and construction documents for site layout, grading, storm drainage, erosion control, traffic control, site lighting, paving, utility design and connectivity to existing services. The Engineer will be responsible for the preparation of all site related permits to include land disturbance.
- 8. Landscape Architecture / Irrigation Design shall be based upon City zoning requirements and appropriate landscaping elements for exterior program elements.
- 9. Technology Design shall include security, access control, CCTV and audio/video systems based upon City requirements and shall be designed and scheduled.

10. Cost Estimating shall be done at the conclusion of Schematic Design, Design Development and 90% Construction Document phases.

11. Three (3) Meetings / Presentations

Meetings include presentations to staff and elected officials as directed by City staff.

Licenses and Certifications

The firm shall possess a valid and current State of South Carolina Business License.

The firm shall possess a valid and current City of Columbia Business License.

The firm shall have LEED Certification and experience.

Project Specific Licenses and Certifications

All professional Architects and Engineers must be registered in the state of South Carolina.

The A/E Firm and the City recognize the requested services may be adjusted or deferred based on scheduling, funding, and the City's desire to alter the scope of services.



Columbia Fire Department: Olympia Station Replacement

Estimated Design Schedule

Schematic Design (SD) Phase:	17 – 23 weeks (4 – 5 months)
Program Revisit/Review	2 weeks
Develop Concept Station Footprint	1 week
Multiple Site Evaluations/Final Selection	6 – 12 weeks
Schematic Floor Plans, Site Plan, Elevations	6 – 8 weeks
<i>Owner/Agency Review:</i>	<i>TBD</i>
Design Development (DD) Phase:	4 weeks (1 month)
<i>Owner/Agency Review:</i>	<i>TBD</i>
Construction Document (CD) Phase:	16 weeks (4 months)
<i>Owner/Agency Review:</i>	<i>TBD</i>
Bid/Negotiation (B/N) Phase:	8 weeks (2 months)
<i>Owner/Agency Review:</i>	<i>TBD</i>
Construction Administration (CA) Phase:	52 – 56 weeks (12 – 13 months)
TOTAL	23 – 25 months



Stewart · Cooper · Newell Architects

May 25, 2021 (rev. June 28, 2021)(rev. July 19, 2021)

Mr. Kent Davis, Procurement Manager II
Professional Services
Dept. of Procurement & Contracts
City of Columbia
1800 Main Street, 2nd Floor
Columbia, SC 29201

Re: Design Services Proposal for the New Olympia Fire Sub-Station

Dear Mr. Davis,

Thank you to the City and the Selection Committee for selecting Stewart-Cooper-Newell Architects for the new Fire Department Olympia Sub-Station project. We are thrilled to have the opportunity to once again work with Columbia on another exciting project. We will do our best to make Columbia our most satisfied client yet.

Project Understanding: The New Station is anticipated to be on a yet to be determined site, and to have a total construction cost not exceeding \$5,000,000. Extra-ordinary design requirements due to any unusual or challenging characteristics regarding the yet to be determined site are either addressed and proposed in this proposal, or have not been contemplated and may therefore warrant additional agreement negotiation once the site is selected. For the purposes of this proposal, a site size of 2.5 acres is assumed. The permitting Authority Having Jurisdiction (AHJ) for this project is the City of Columbia. The City has opted to utilize Design-Bid-Build as the construction delivery method for this project.

BASIC DESIGN SERVICES

Our proposal for the new station design services would include architectural, structural, civil, landscape, mechanical, electrical, and plumbing design for the design phases itemized in this proposal.

The Design Team, utilizing the services of a third party construction cost estimator, will provide construction cost estimates of the project at the conclusions of the Schematic Design, Design Development, and Construction Document phases.

BASIC DESIGN SERVICES FEE PROPOSAL

The proposed fees to provide the above BASIC DESIGN SERVICES are \$428,500, as broken into the separate phase as shown below, plus Reimbursable travel expenses.



Schematic Design Phase	\$ 89,500
Design Development Phase	\$ 89,500
Construction Document Phase	\$169,500
Bidding/Negotiation Phase	\$ 20,000
Construction Administration	\$ 60,000

Should the City approve a Written Program that is projected to cost more than \$5,000,000 in construction costs, the fee will be adjusted and approved accordingly prior to proceeding with the remainder of the design scope.

ADDITIONAL REQUESTED SERVICES AND FEE PROPOSAL

Per the City's RFQu, the following services have been requested and proposed for the City's consideration.

Multiple Site Evaluations: \$6,316 per site

The City anticipates that multiple sites may be identified for consideration by the real estate representative hired by the City. The Design Team will provide site evaluations of any identified sites, considering issues such as;

- The 100-year storm impacts.
- Potential hazards such as; adjacent highways, low site elevations, rail lines, etc.
- Needs for internal site right-of-way or roadway abandonment.
- Apparent appropriateness of existing utilities.
- Apparent appropriateness of the site regarding its ability to accommodate the stated Program needs, while abiding by state and municipal restrictions.

Site Rezoning Coordination & Support, if necessary: \$7,300

Should the final selected site require rezoning, the Design Team will assist by the City and their real estate representative with supporting exhibits and attendance at up to four meetings regarding the rezoning process.

Design/Topographic Survey of the Selected Site: \$6,000 Allowance

Based upon an estimated 2.5 acre selected site, the Design Team will provide the design/topographic survey of the site, to be used for the design, permitting, and construction of the new facility.



Geo-Technical Exploration & Report of the Selected Site: \$10,000 Allowance

Based upon an estimated 2.5 acre selected site, the Design Team will provide the geo-technical exploration & report to be used for the design, permitting, and construction of the new facility.

Technology Design: \$24,840

Prepare working drawings and specs for the Technology Systems Design to include;

- Pathways & cabling for the connectivity of the Data, Phone, and Wireless Access System (Structured Cabling)
- Technology Rack Buildout
- IP Video Surveillance System (Milestone Compatible)
- Hardwired Access Control System (Continental CA4K Compatible)

Attend up to four (4) meetings, in person or virtual, during the Technology design phases. Provide specifications for materials and installation of the Technology Systems. Review and approve/disapprove/comment on shop drawings, materials lists and equipment submittals. Answer applicable RFI's that occur during construction.

Provide up to five (5) construction field review visits, each followed by a written report summarizing the project Technology construction progress and compliance with contract drawings and specs.

All testing and commissioning of technology systems shall be performed as part of the contractor's scope.

Furnishings Design, Coordination & Support: \$10,000 Allowance

The floor plans of the new station will be designed showing the furnishings requested and discussed with the City during the programming and design phases. The Design Team will assist the City in identifying the appropriate vendor(s) who are on the State Contract and who will assist in developing a City-approved furnishings design package that can be bid by the selected vendor and others.

LEED Certification Efforts:

The City is contemplating the new station targeting LEED v.4 Certification, as an enhanced sustainability effort. If this option is selected, the Design Team will perform a LEED Charrette during the Schematic Design Phase in order to develop the necessary plan for targeting the selected LEED level. Throughout all phases of the project, the Design Team will perform the coordination and services necessary for the LEED effort. The City understands that the construction costs for constructing a LEED facility is typically higher than a non-LEED facility. The Design Team will attempt to provide accurate estimates throughout design that projects the additional construction costs.



The proposed fees to provide the LEED Certification Efforts will be the combination of one of the following three levels of v.4 LEED Certification;

LEED Certified:	\$123,600
LEED Silver:	\$128,400
LEED Gold:	\$134,400

Plus the required Fundamental Commissioning: \$22,200

Plus optional Enhanced Commissioning: \$32,400

Plus, LEED related Reimbursables: TBD

USGBC Registration (\$1,200) and Certification Review (\$2,850 to \$3,100) costs are paid directly to USGBC by the City, or as a reimbursable, and are not included in the above LEED amounts.

Excluded Services:

- Special Inspection, Material and Compaction Testing during Construction
- Utility Rebate Calculations/Assistance
- Short-Circuit, Coordination and Arc-Flash Studies
- Telecommunications Design & A/V (*)
- Security System Design (*)
- Hydraulic Calculations for Fire Protection/Sprinkler Systems (performance based specs and drawings are included in the Base Design Fee)
- Sprinkler head layout
- As-built/Demo drawings
- Permit Fees for Permit Document Submission
- Motorola R56 Grounding and Coordination

(*) – Raceway only coordination with vendor and rough-in is included if Technology/Low Voltage Design services are not required.

The City will perform or be responsible for any necessary off-site traffic studies, hazardous material studies, and abatement separate from this proposal.

Project Schedule:

Please find the attached Estimated Design Schedule which projects an approximate schedule for each of the major design phases.

Please let me know if you have any questions regarding our proposal or would like any additional information. We look forward to working with you on this important project.



Sincerely,

Ken Newell

Ken Newell, AIA, LEED-AP BD+C

N/Projects/JP/Columbia FD Olympia/Columbia Olympia Station prop r062821.doc

ATTACHMENT TO EXHIBIT C - COMPENSATION

Basic Design Services	
Schematic Design Phase	\$89,500.00
Design Development Phase	\$89,500.00
Construction Document Phase	\$169,500.00
Bidding/Negotiation Phase	\$20,000.00
Construction Administration	\$60,000.00
Total	\$428,500.00

Additional Services	
Site Evaluations	\$6,316.00 Per Site
Site Rezoning Coordination & Support	\$7,300.00
Design/Topographic Survey of selected site	\$6,000.00 Allowance
Geo-Technical Exploration & Report of selected site	\$10,000.00 Allowance
Technology Design	\$24,840.00
Furnishing Design, Coordination & Support	\$10,000.00 Allowance
LEED CERTIFICATION (up to Gold) or other energy efficiency building program/initiatives	\$134,400.00
LEED Fundamental Commissioning (required if pursuing LEED Cert.)	\$22,200.00
LEED Enhanced Commissioning (optional)	\$32,400.00
Total	\$253,456.00

EXHIBIT D - BUSINESS INFORMATION RECORD for SUBCONSUTANTS/SUBCONTRACTORS

The Bidder shall list all subcontractors and vendors, who will be providing subcontracting services, furnishing materials, etc. for this project. The list shall be submitted in the format provided below. Any proposed changes from the list shall be submitted in writing to the Owner prior to initiation of any action, with the reason for proposed changes.

MUST BE TYPED AND REFLECT ONLY THOSE PROVIDING A SERVICE "NO LINE STRIKE THROUGH"

Business Name (as shown on W9 or SAM.gov) / DUNS # & CAGE # (If Applicable)	City of Columbia Vendor number	Services and/or Materials Provided	Cost of Services and/or Material (\$ Value)	Percentage of Total Contract	MBE, WBE, SBE, DBE, LBE, CDBE (indicate all that apply)	Minority Association Code (If applicable - Use 2 letter Code - See Key Below)
Optima Engineering PA DUNS #: 939492406 CAGE #: N/A	N/A	MEP & Fire Protection	\$91,700	0.134 %	N/A	N/A
CHAO & Associates DUNS #: 189168735 CAGE #: 3HMY5	V001545	Structural & Survey	\$42,000	0.062%	MBE SBE LBE	AM
Thomas & Hutton DUNS #: 071940000 CAGE #: 5AZW6	V014644	Civil	\$52,635	0.077%	LBE	N/A
F&ME, Inc. DUNS #: 043692631 CAGE #: 7EXW6	V007172	Geo- Technical	\$10,000	0.015%	WBE	FB
BREE & Associates DUNS #: 134345714 CAGE #: 3GT61	N/A	Estimating	\$23,750	0.035%	MBE LBE	BM
Sustainable Design Consulting DUNS #: 614759962 CAGE #: 6KTF4	N/A	LEED Consulting	\$38,000	0.056 %	WBE	FB

Key: Minority/Women Owned Business Enterprise Association Code

AF – Asian American Female

AM – Asian American Male

BF – African American Female

BM – African American Male

FB – Non-Minority Female Owned

HF – Hispanic American Female

HM – Hispanic American Male

NF – Native American Female

NM – Native American Male

COMBINED TOTAL SUB AMOUNT \$ 258,085**TOTAL CONTRACT AMOUNT: \$ 681,956**

I certify this information is true, correct, complete and active.

Business Name: - Stewart-Cooper-Newell Architects, PA

Representative Name/Title: Kenneth C. Newell, AIA, LEED AP BD+C, IAFC

Date: 03/25/2021

Business Information for Subconsultants/Subcontractors- Continued

List information for each Subcontractor or Subconsultant below.

1) Subcontractors Company information (Primary/Main office location)

Optima Engineering, PA

Company Name

1927 South Tryon Street, Suite 300, Charlotte, NC 28203

Physical Address

Same as above

Mailing Address

Charlotte, North Carolina 28203-4688

City/State Zip Code + 4

(704) 926-2200

Phone number

(704) 338-9974

Fax number

Byron Ford, PE, LEED AP BD+C

Primary Contact Name

Brandon Miller, PE, LEED AP

Secondary Contact Name

bford@optimaengineering.com

Primary Contact Email Address

bmiller@optimaengineering.com

Secondary Contact Email Address

561784686

Federal ID #

N/A

Vendor #

2) Subcontractors Company information (Primary/Main office location)

CHAO & Associates

Company Name

1728 Main Street, Columbia, SC 29201

Physical Address

Same as above

Mailing Address

Columbia, South Carolina 29201-2820

City/State Zip Code + 4

(803) 765-1766

Phone number

(803) 772-9120

Fax number

T. David Chao, PE, LEED AP

Primary Contact Name

Jimmy Chao, PE

Secondary Contact Name

davidc@chaoinc.com

Primary Contact Email Address

jimmyc@chaoinc.com

Secondary Contact Email Address

189168735

V001545

Federal ID #

Vendor #

3) Subcontractors Company information (Primary/Main office location)**Thomas & Hutton Engineering Company**

Company Name

1501 Main Street, Suite 760, Columbia, SC 29201

Physical Address

Same as above

Mailing Address

Columbia, South Carolina 29201-2890

City/State Zip Code + 4

(803) 451-6789

Phone number

(912) 234-2950

Fax number

Ross Oakley, PE

Primary Contact Name

Mike Barns, PE

Secondary Contact Name

oakley.r@tandh.com

Primary Contact Email Address

barnes.m@tandh.com

Secondary Contact Email Address

580652827

Federal ID #

V014644

Vendor #

4) Subcontractors Company information (Primary/Main office location)**F&ME, Inc.**

Company Name

1825 Blanding Street

Physical Address

Same as above

Mailing Address

Columbia, SC 29201-3517

City/State Zip Code + 4

(803) 254-4540

Phone number

(803) 254-4542

Fax number

H. Andrew Whitfield

Primary Contact Name

Carrie Counts

Secondary Contact Name

hawhitfield@fmeconsultants.com

Primary Contact Email Address

ccounts@fmeconsultants.com

Secondary Contact Email Address

611725606

Federal ID #

V007172

Vendor #

5) Subcontractors Company information (Primary/Main office location)BREE & Associates, Inc. (Corporate Office)

Company Name

1728 Main Street #111 Columbia South Carolina 29201

Physical Address

3434 Edwards Mill Road, #112-344, Raleigh, NC 27612

Mailing Address

Columbia South Carolina 29201-2820

City/State Zip Code + 4

(919) 806-2255

Phone number

(919) 469-3370

Fax number

Robert Lancaster, PE, FEEI, P

Primary Contact Name

Nanette Cuadro

Secondary Contact Name

robl@breeassociates.com

Primary Contact Email Address

nanette.cuadrado@breeassociates.com

Secondary Contact Email Address

742961821

Federal ID #

???

Vendor #

6) Subcontractors Company information (Primary/Main office location)Sustainable Design Consulting, LLC

Company Name

1421 Lombardy Alley, 1st Floor, Richmond, VA 23219

Physical Address

1421 Lombardy Alley, 1st Floor, Richmond, VA 23219

Mailing Address

Richmond, VA 23219

City/State Zip Code + 4

(804) 644-3880

Phone number

(804) 644-3881

Fax number

Sandra Deibowitz

Primary Contact Name

Celeste Garrett

Secondary Contact Name

Sandra@sustaindesign.net

Primary Contact Email Address

celeste@sustaindesign.net

Secondary Contact Email Address

743156990

Federal ID #

???

Vendor #

EXHIBIT E – CONDITIONS OF FEDERAL FUNDING

The following terms and conditions apply to any contract for which any portion of the funding is derived from a grant made by the United States Department of Housing and Urban Development (“HUD”). In addition, Contractor/Subcontractor shall comply with the Federal Labor Standards Provisions set forth in Form HUD-4010, available at <http://www.hud.gov/offices/adm/hudclips/forms/files/4010.pdf>.

1. Provisions Required by Law Deemed Inserted

Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the contract shall forthwith be physically amended to make such insertion or correction.

2. Statutory and Regulatory Compliance

Contractor/Subcontractor shall comply with all laws and regulations applicable to the Community Development Block Grant-Disaster Recovery funds appropriated by the Disaster Relief Appropriations Act, 2017 (Pub. L. 115-56) and the Bipartisan Budget Act of 2018 (“BBA”), (Pub. L. 115-123), including but not limited to the applicable Office of Management and Budget Circulars, which may impact the administration of funds and/or set forth certain cost principles, including the allowability of certain expenses.

3. Breach of Contract Terms

THE CITY OF COLUMBIA reserves its right to all administrative, contractual, or legal remedies, including but not limited to suspension or termination of this contract, in instances where the Contractor or any of its subcontractors violate or breach any contract term. If the Contractor or any of its subcontractors violate or breach any contract term, they shall be subject to such sanctions and penalties as may be appropriate. The duties and obligations imposed by the contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

4. Reporting Requirements

The Contractor/Subcontractor shall complete and submit all reports, in such form and according to such schedule, as may be required by THE CITY OF COLUMBIA. The Contractor/Subcontractor shall cooperate with all THE CITY OF COLUMBIA efforts to comply with HUD requirements and regulations pertaining to reporting, including but not limited to 24 C.F.R. §§ 85.40-41 (or 84.50-52, if applicable) and 570.507.

5. Access to Records

The State, the U.S. Department of Housing and Urban Development, the Comptroller General of the United States, or any of their duly authorized representatives, shall have, at any time and from time to time during normal business hours, access to any work product, books, documents, papers,

and records of the Subcontractor which are related to this contract, for the purpose of inspection, audits, examinations, and making excerpts, copies and transcriptions.

6. Maintenance/Retention of Records

All records connected with this contract will be maintained in a central location and will be maintained for a period of at least 3 years following the date of final payment and close-out of all pending matters related to this contract.

7. Small and Minority Firms, Women's Business Enterprises, and Labor Surplus Area Firms

The Contractor/Subcontractor will take necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used in subcontracting when possible. Steps include:

- i. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- ii. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- iii. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;
- iv. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises; and
- v. Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce.

8. Rights to Inventions Made Under a Contract or Agreement

Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by HUD.

9. Energy Efficiency

The Contractor/Subcontractor shall comply with mandatory standards and policies relating to energy efficiency issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).

10. Title VI of the Civil Rights Act of 1964

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

11. Section 109 of the Housing and Community Development Act of 1974

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

12. Section 504 of the Rehabilitation Act of 1973

The Contractor/Subcontractor shall comply with section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 94), as amended, and any applicable regulations.

The Contractor/Subcontractor agrees that no qualified individual with handicaps shall, solely on the basis of handicap, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity that receives Federal financial assistance from HUD.

13. Age Discrimination Act of 1975

The Contractor/Subcontractor shall comply with the Age Discrimination Act of 1975 (42 U.S.C. § 6101 *et seq.*), as amended, and any applicable regulations. No person in the United States shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity receiving Federal financial assistance.

14. Debarment, Suspension, and Ineligibility

The Contractor/Subcontractor represents and warrants that it and its subcontractors are not debarred or suspended or otherwise excluded from or ineligible for participation in Federal assistance programs subject to 2 C.F.R. part 2424.

15. Conflicts of Interest

The Contractor/Subcontractor shall notify THE CITY OF COLUMBIA as soon as possible if this contract or any aspect related to the anticipated work under this contract raises an actual or potential conflict of interest (as defined at 2 C.F.R. Part 215 and 24 C.F.R. § 85.36 (or 84.42, if applicable)). The Contractor/Subcontractor shall explain the actual or potential conflict in writing in sufficient detail so that the State is able to assess such actual or potential conflict. The

Contractor/Subcontractor shall provide THE CITY OF COLUMBIA any additional information necessary for THE CITY OF COLUMBIA to fully assess and address such actual or potential conflict of interest. The Contractor/Subcontractor shall accept any reasonable conflict mitigation strategy employed by THE CITY OF COLUMBIA, including but not limited to the use of an independent subcontractor(s) to perform the portion of work that gives rise to the actual or potential conflict.

16. Subcontracting

When subcontracting, the Contractor/Subcontractor shall solicit for and contract with such Contractor/subcontractors in a manner providing for fair competition. Some of the situations considered to be restrictive of competition include but are not limited to:

- (i) Placing unreasonable requirements on firms in order for them to qualify to do business,
- (ii) Requiring unnecessary experience and excessive bonding,
- (iii) Noncompetitive pricing practices between firms or between affiliated companies,
- (iv) Noncompetitive awards to consultants that are on retainer contracts,
- (v) Organizational conflicts of interest,
- (vi) Specifying only a *brand name* product instead of allowing an *equal* product to be offered and describing the performance of other relevant requirements of the procurement, and
- (vii) Any arbitrary action in the procurement process.

The Contractor/Subcontractor represents to THE CITY OF COLUMBIA that all work shall be performed by personnel experienced in the appropriate and applicable profession and areas of expertise, taking into account the nature of the work to be performed under this contract.

The Contractor will include these HUD General Provisions in every subcontract issued by it so that such provisions will be binding upon each of its subcontractors as well as the requirement to flow down such terms to all lower-tiered subcontractors.

17. Assignability

The Contractor/Subcontractor shall not assign any interest in this contract and shall not transfer any interest in the same (whether by assignment or novation) without prior written approval of THE CITY OF COLUMBIA.

18. Indemnification

The Contractor/Subcontractor shall indemnify, defend, and hold harmless THE CITY OF COLUMBIA and its agents and employees from and against any and all claims, actions, suits,

charges, and judgments arising from or related to the negligence or willful misconduct of the Contractor/Subcontractor in the performance of the services called for in this contract.

19. Copeland “Anti-Kickback” Act (Applicable to all construction or repair contracts)

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

20. Contract Work Hours and Safety Standards Act

(Applicable to construction contracts exceeding \$2,000 and contracts exceeding \$2,500 that involve the employment of mechanics or laborers)

The Contractor/Subcontractor shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-330) as supplemented by Department of Labor regulations (29 C.F.R. part 5).

All laborers and mechanics employed by contractors or subcontractors shall receive overtime compensation in accordance with and subject to the provisions of the Contract Work Hours and Safety Standards Act, and the contractors and subcontractors shall comply with all regulations issued pursuant to that act and with other applicable Federal laws and regulations pertaining to labor standards.

21. Davis-Bacon Act

(Applicable to construction contracts exceeding \$2,000 when required by Federal program legislation)

The Contractor/Subcontractor shall comply with the Davis Bacon Act (40 U.S.C. §§ 276a to 276a-7) as supplemented by Department of Labor regulations (29 C.F.R. part 5).

All laborers and mechanics employed by contractors or subcontractors, including employees of other governments, on construction work assisted under this contract, and subject to the provisions of the federal acts and regulations listed in this paragraph, shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor in accordance with the Davis-Bacon Act.

22. Termination for Cause (Applicable to contracts exceeding \$10,000)

If, through any cause, the Contractor/Subcontractor shall fail to fulfill in a timely and proper manner his obligations under this contract, or if the Contractor/Subcontractor shall violate any of the

covenants, agreements, or stipulations of this contract, THE CITY OF COLUMBIA shall thereupon have the right to terminate this contract by giving written notice to the Contractor/Subcontractor of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the Contractor/Subcontractor under this contract shall, at the option of THE CITY OF COLUMBIA, become THE CITY OF COLUMBIA's property and the Contractor/Subcontractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder. Notwithstanding the above, the Contractor/Subcontractor shall not be relieved of liability to THE CITY OF COLUMBIA for damages sustained by THE CITY OF COLUMBIA by virtue of any breach of the contract by the Contractor/Subcontractor, and THE CITY OF COLUMBIA may withhold any payments to the Contractor/Subcontractor for the purpose of set-off until such time as the exact amount of damages due to THE CITY OF COLUMBIA from the Subcontractor is determined.

23. Termination for Convenience (Applicable to contracts exceeding \$10,000)

THE CITY OF COLUMBIA may terminate this contract at any time by giving at least 60 days' notice in writing to the Contractor/Subcontractor. If the contract is terminated by THE CITY OF COLUMBIA as provided herein, the Contractor/Subcontractor will be paid for the time provided and expenses incurred up to the termination date.

24. Section 503 of the Rehabilitation Act of 1973 (Applicable to contracts exceeding \$10,000)

The Contractor/Subcontractor shall comply with section 503 of the Rehabilitation Act of 1973 (29 U.S.C. § 793), as amended, and any applicable regulations.

Equal Opportunity for Workers with Disabilities

a. The Contractor/Subcontractor will not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The Contractor/Subcontractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified individuals with disabilities without discrimination based on their physical or mental disability in all employment practices, including the following:

- i. Recruitment, advertising, and job application procedures;
- ii. Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring;
- iii. Rates of pay or any other form of compensation and changes in compensation;
- iv. Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;
- v. Leaves of absence, sick leave, or any other leave;

vi. Fringe benefits available by virtue of employment, whether or not administered by the Subcontractor;

vii. Selection and financial support for training, including apprenticeship, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;

viii. Activities sponsored by the contractor including social or recreational programs; and

ix. Any other term, condition, or privilege of employment.

b. The Contractor/Subcontractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.

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

d. The Contractor/Subcontractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Deputy Assistant Secretary for Federal Contract Compliance Programs, provided by or through the contracting officer. Such notices shall state the rights of applicants and employees as well as the Contractor's/Subcontractor's obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants with disabilities. The Contractor/Subcontractor must ensure that applicants and employees with disabilities are informed of the contents of the notice (e.g., the Contractor/Subcontractor may have the notice read to a visually disabled individual or may lower the posted notice so that it might be read by a person in a wheelchair).

e. The Contractor/Subcontractor will notify each labor organization or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor/Subcontractor is bound by the terms of section 503 of the Rehabilitation Act of 1973, as amended, and is committed to take affirmative action to employ and advance in employment individuals with physical or mental disabilities.

f. The Contractor/Subcontractor will include the provisions of this clause in every subcontract or purchase order in excess of \$10,000, unless exempted by the rules, regulations, or orders of the Secretary issued pursuant to section 503 of the act, as amended, so that such provisions will be binding upon each subcontractor or vendor. The Contractor/Subcontractor will take such action with respect to any subcontract or purchase order as the Deputy Assistant Secretary for Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

25. EXECUTIVE ORDER 11246

(Applicable to construction contracts and subcontracts exceeding \$10,000)

The Contractor/Subcontractor shall comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60).

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

A. The Contractor/Subcontractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor/Subcontractor shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

B. The Contractor/Subcontractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by Contracting Officer setting forth the provisions of this non-discrimination clause. The Contractor/Subcontractor shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

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

D. The Contractor/Subcontractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers representative of the contractor's commitments under Section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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

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

G. In the event of the Contractor's/Subcontractor's non-compliance with the non-discrimination clause of this contract or with any of such rules, regulations or orders, this contract may be cancelled, terminated or suspended in whole or in part and the Contractor/Subcontractor may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order 11246 and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.

H. Contractor/Subcontractor shall incorporate the provisions of A through G above in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor so that such provisions shall be binding on such contractor/subcontractor. The Contractor/Subcontractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for non-compliance, provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Contractor/Subcontractor may request the United States to enter into such litigation to protect the interests of the United States.

26. CERTIFICATION OF NONSEGREGATED FACILITIES (Applicable to construction contracts exceeding \$10,000)

The Contractor/Subcontractor certifies that it does not maintain or provide for its establishments, and that it does not permit employees to perform their services at any location, under its control, where segregated facilities are maintained. It certifies further that it will not maintain or provide for employees any segregated facilities at any of its establishments, and it will not permit employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor/Subcontractor agrees that a breach of this certification is a violation of the equal opportunity clause of this contract.

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

The Contractor further agrees that (except where it has obtained for specific time periods) it will obtain identical certification from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the equal opportunity clause; that it will retain such certifications in its files; and that it will forward the preceding notice to such proposed subcontractors (except where proposed subcontractors have submitted identical certifications for specific time periods).

27. Certification of Compliance with Clean Air and Water Acts (Applicable to contracts exceeding \$100,000)

The Contractor and all its subcontractors shall comply with the requirements of the Clean Air Act, as amended, 42 U.S.C. § 1857 *et seq.*, the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 *et seq.*, and the regulations of the Environmental Protection Agency with respect thereto, at 40 C.F.R. Part 15 and 32, as amended, Section 508 of the Clean Water Act (33 U.S.C. § 1368) and Executive Order 11738.

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

A. A stipulation by the Contractor or subcontractors, that any facility to be utilized in the performance of any nonexempt contract or subcontract, is not listed on the Excluded Party Listing System pursuant to 40 C.F.R. 32 or on the List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 C.F.R. Part 15, as amended.

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

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

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

28. Lobbying (Applicable to contracts exceeding \$100,000)

The Contractor/Subcontractor certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor/Subcontractor, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Contractor/Subcontractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The Contractor shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making

or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

29. Bonding Requirements

(Applicable to construction and facility improvement contracts exceeding \$100,000)

The Contractor/Subcontractor shall comply with THE CITY OF COLUMBIA bonding requirements, unless they have not been approved by HUD, in which case the Contractor/Subcontractor shall comply with the following minimum bonding requirements:

(1) *A bid guarantee from each bidder equivalent to five percent of the bid price.* The “bid guarantee” shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of his bid, execute such contractual documents as may be required within the time specified.

(2) *A performance bond on the part of the Contractor/Subcontractor for 100 percent of the contract price.* A “performance bond” is one executed in connection with a contract to secure fulfillment of all the Contractor’s/Subcontractor’s obligations under such contract. (3) *A payment bond on the part of the Contractor/Subcontractor for 100 percent of the contract price.* A “payment bond” is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

30. Section 3 of the Housing and Urban Development Act of 1968 (As required by applicable thresholds)

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

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

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

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

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

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

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

31. Fair Housing Act

Contractor/Subcontractor shall comply with the provisions of the Fair Housing Act of 1968 as amended. The act prohibits discrimination in the sale or rental of housing, the financing of housing or the provision of brokerage services against any person on the basis of race, color, religion, sex, national origin, handicap or familial status. The Equal Opportunity in Housing Act prohibits discrimination against individuals on the basis of race, color, religion, sex or national origin in the sale, rental, leasing or other disposition of residential property, or in the use or occupancy of housing assisted with Federal funds. Please visit http://portal.hud.gov/hudportal/documents/huddoc?id=DOC_11868.pdf for more information.

32. Federal Funding Accountability and Transparency Act (FFATA)

The Federal Funding Accountability and Transparency Act of 2006 (FFATA), as amended, was signed with the intent of reducing wasteful government spending and providing citizens with the ability to hold the government accountable for spending decisions. 2 C.F.R. § Part 170 outlines the requirements of recipients' in reporting information on subawards and executive total compensation under FFATA legislation. Any non-Federal entity that receives or administers Federal financial assistance in the form of: grants, loans, loan guarantees, subsidies, insurance, food commodities, direct appropriations, assessed and voluntary contributions; and/or other financial assistance

transactions that authorize the non-Federal entities' expenditure of Federal fund, is subject to these requirements.

Prime contract awardees and prime grant awardees are required to report against subcontracts and subgrants awarded in the FFATA Subaward Reporting System (FSRS), the reporting tool for Federal prime awardees. This information reported will then be displayed on a public and searchable website:

www.USASpending.gov.

33. Procurement

The Uniform Guidance procurement requirements (2 C.F.R. § Part 200, Subpart D) went into effect on July 1, 2018. These requirements are applicable to CDBG-DR funded projects, or as provided by 83 Federal Register 5844 VI A(1)(b)(2) permits a state grantee to elect to follow its own procurement policy. These policies and procedures ensure that Federal dollars are spent fairly and encourage open competition at the best level of service and price.

34. Change Orders to Contracts

Change orders are issued when the initial agreed upon pricing or work to be completed requires modification. First, the contractor must complete a Change Order Request Form. This form and supporting documentation must be delivered to the Project Manager for review. Each change order must have a cost analysis. Once the Project Manager approves the change order, it is returned to the contractor for execution. Change orders are only invoiced on the final draw and categorized as “change order.” The amount listed on the invoice must match the previously approved amount and must be cost reasonable. The Project Manager is responsible for verifying cost reasonableness. Verification documentation for cost reasonableness becomes an attachment to the change order.

35. Environmental Review

Every project undertaken with Federal funds, and all activities related to that project, is subject to the provisions of the National Environmental Policy Act of 1969 (NEPA), as well as to the HUD environmental review regulations at 24 C.F.R. § Part 58- ENVIRONMENTAL REVIEW PROCEDURES FOR ENTITIES ASSUMING HUD ENVIRONMENTAL RESPONSIBILITIES. The primary purpose of this Act is to protect and enhance the quality of our natural environment. The HUD environmental review process must be completed before any Federal funds can be accessed for program-eligible activities.

The primary objectives of the HUD environmental review are to identify specific environmental factors that may be encountered at potential project sites, and to develop procedures to ensure compliance with regulations pertaining to these factors. The HUD environmental review is designed to produce program specific environmental review procedures in a program that can vary greatly in terms of scope of work.

36. Lead Based Paint

All housing units assisted using CDBG-DR funds must comply with the regulations regarding lead-based paint found at 24 C.F.R. § Part 35- LEAD-BASED PAINT POISONING PREVENTION IN CERTAIN RESIDENTIAL STRUCTURES.

37. Environmental Review Record

The Environmental Officer is responsible for maintaining a written record of the environmental review process. The ERR for all programs contains all the governmental review documents, public notices and written determinations or environmental findings required by 24 C.F.R. § Part 58- ENVIRONMENTAL REVIEW PROCEDURES FOR ENTITIES ASSUMING HUD ENVIRONMENTAL RESPONSIBILITIES as evidence of review, decision making and actions pertaining to a project of a recipient.

38. Flood Insurance Requirements

Grantees and subrecipients of Federal funding must ensure that procedures and mechanisms are put into place to monitor compliance with all flood insurance requirements as found in the Flood Disaster Protection Act of 1973, 24 C.F.R. § 570.605- NATIONAL FLOOD INSURANCE PROGRAM and 24 C.F.R. § 570.202- ELIGIBLE REHABILITATION AND PRESERVATION ACTIVITIES.

39. Duplication of Benefits

CDBG-DR funding intends to address the unmet needs of a community. The funds are supplemental to primary forms of assistance, including private insurance and FEMA funds. To avoid duplicative assistance and potential de-obligation of funding, Subrecipient must utilize all possible funding sources before applying CDBG-DR dollars to a project. CDBG-DR programs are typically implemented after temporary disaster assistance programs, such as FEMA Individual Assistance which are not intended to make someone whole. The Stafford Disaster Relief and Emergency Assistance Act (Stafford Act), as amended, 42 U.S.C. §5121 et seq., established the requirements for Duplication of Benefits (DOB) analysis.

40. Anti-Fraud, Waste and Abuse Checks

The Anti-Fraud, Waste and Abuse (AFWA) check is designed to identify discrepancies and risk-relevant issues in Applicant-provided information that may be indicative of fraud, waste, and/or abuse.

41. Affirmatively Furthering Fair Housing

The Fair Housing Act of 1968, as amended, 42 U.S.C. §3601, et seq., dictates that grantees are required to administer all programs and activities related to housing and urban development in a manner to affirmatively further the policies of the Fair Housing Act. Per the regulations of 24 C.F.R. § 570.601 and in accordance with Section 104(b)(2) of the Housing and Community Development

Act of 1974, as amended, 42 U.S.C. §5301 et seq., for each community receiving a grant under Subpart D of this part, the certification that the grantee will affirmatively further fair housing shall specifically require the grantee to take meaningful actions to further the goals identified in the grantee's Assessment of Fair Housing (AFH) plan, conducted in accordance with the requirements of 24 C.F.R. § §§5.150-5.180 (Affirmatively Furthering Fair Housing) and take no action that is materially inconsistent with its obligation to affirmatively further fair housing.

42. Drug Free Workplace

The Drug-Free Workplace Act of 1988, as amended, 41 U.S.C. §81, as implemented by 24 C.F.R. § Part 24 Subpart F, §§983.251-983.262, requires that any grantee other than an individual must certify that it will provide a drug-free workplace. Any grantee found in violation of the requirements of this act may be subject to suspension of payments under the grant, suspension or termination of the grant or suspension or debarment of the grantee.

43. Timely Distribution of Funds

The Supplemental Appropriations for Disaster Relief Requirements, 2017 (Pub. L. 115-56), approved September 8, 2017 (Appropriations Act), as amended, requires that funds provided under the Act be expended within two (2) years of the date that HUD obligates funds to a grantee unless otherwise authorized via waiver of this requirement by the Office of Management and Budget (OMB). The OMB waived the two (2) year expenditure requirement under 83 FR 40314; however, the provision to expend one hundred percent (100%) of the total allocation of CDBG-DR funds on eligible activities within six (6) years of HUD's initial obligation of funds remains in effect. The six (6) year expenditure period commences with the initial obligation of funds provided under 83 FR 5844. Additionally, per 83 FR 5844, the provisions at 24 C.F.R. § 570.494 and 24 C.F.R. § 570.902, regarding timely distribution and expenditure of funds, are waived and an alternative requirement was established.

Furthermore, consistent with 31 U.S.C §1555 and OMB Circular No. A-11 (2017), if the Secretary of HUD or the President of the United States determines that the purposes for which the appropriation was made have been carried out and no disbursement has been made against the appropriation for two (2) consecutive fiscal years, any remaining unobligated balance shall be canceled and will be made unavailable for obligation or expenditure for any purpose.

44. Property Management and Distribution

Regulations governing property management and distribution of real property, equipment, financial obligations and return of un-obligated cash post program closeout can be found in 24 C.F.R. § 570.506, 2 C.F.R. § 200.310, 2 C.F.R. § 200.343 and 2 C.F.R. § 200.344(b). The standards of 24 C.F.R. § 570.506 apply to any real property under a CDBG award recipient's control acquired in whole or in part with CDBG funds in excess of \$25,000.00. The recipient may not change the use or planned use of the property without proper notification to affected citizens and allowable time for comment by them. If the property is not a building for general government conduct, the use of the property may be changed with citizen approval if it either meets one of the national objectives as defined in 24 C.F.R. § 570.208 or if not, the recipient may either retain or dispose of the property for the changed use if the recipient's CDBG program is reimbursed in the amount of the current fair market value of the property, less any portion of the value attributable to expenditures of non-

CDBG funds for acquisition of, and improvements to, the property. Following such reimbursement, the property will no longer be subject to any CDBG requirements.

45. Limited English Proficiency

Executive Order No. 13166, signed on August 11, 2000, requires programs, subrecipients, contractors, subcontractors, and/or developers funded in whole or in part with CDBG-DR financial assistance to ensure fair and meaningful access to programs and services for families and individuals with Limited English Proficiency (LEP) and/or deaf/hard of hearing. Fair access is ensured through the implementation of a Language Assistance Plan (LAP), which includes non-English-based outreach, translation services of vital documents, free language assistance services, and staff training. Vital documents are defined as depending on the importance of the program, information, encounter, or service involved, and the consequence to the LEP person if the information in question is not provided accurately or in a timely manner.

46. Personally Identifiable Information

In accordance with 2 C.F.R. § 200.303, regarding internal controls of a non-Federal entity, a grantee must guarantee the protection of all Personally Identifiable Information (PII) obtained. The program will enact necessary measures to ensure PII of all applicants is safeguarded as to avoid release of private information. If a contractor or employee should experience any loss or potential loss of PII, the program shall be notified immediately of the breach or potential breach.

47. Uniform Relocation Act

CDBG-DR funds are subject to the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (URA or Uniform Act), as amended. 49 C.F.R. § Part 24 requires relocation assistance for lower-income individuals displaced as a result of the demolition or conversion of a lower-income dwelling and requires one-for-one replacement of lower-income units demolished or converted to other uses.

48. Residential anti-displacement and relocation assistance plan. Per Section 104(d) of the Housing and Community Development Act of 1974 § 42.325

(a) Certification.

(1) As part of its consolidated plan under 24 CFR part 91, the recipient must certify that it has in effect and is following a residential anti-displacement and relocation assistance plan.

(2) A unit of general local government receiving funds from the State must certify to the State that it has in effect and is following a residential anti-displacement and relocation assistance plan, and that it will minimize displacement of persons as a result of assisted activities. The State may require the unit of general local government to follow the State's plan or permit it to develop its own plan. A unit of general local government that develops its own plan must adopt the plan and make it public.

(b)Plan contents.

- (1) The plan shall indicate the steps that will be taken consistent with other goals and objectives of the program, as provided in parts 92 and 570 of this title, to minimize the displacement of families and individuals from their homes and neighborhoods as a result of any assisted activities.
- (2) The plan shall provide for relocation assistance in accordance with § 42.350.
- (3) The plan shall provide one-for-one replacement units to the extent required by § 42.375.

49. Complaints and Appeals

Citizen comments on THE CITY OF COLUMBIA's published Action Plan, any substantial amendments to the Action Plan, performance reports and/or other issues related to the general administration of CDBG-DR funds are welcomed throughout the duration of the grant. The Citizen Participation Plan is posted as a stand-alone document at www.the City of Columbia.gov. Complaints regarding fraud, waste, or abuse of government funds shall be addressed to the HUD Office of Inspector General Fraud Hotline by phone: 1-800-347-3735 or email: hotline@hudoig.gov.

50. Monitoring

As per CDBG regulation, 24 C.F.R. § 570.501(b), grantees of CDBG-DR funds are responsible for carrying out their programs to meet compliance with CDBG Program, statutory and regulatory requirements, including monitoring their project administrators, contractors and subcontractors. As such, throughout the application, planning, design, and implementation phase of the program, THE CITY OF COLUMBIA will conduct internal monitoring of processes, procedures, policy, applications, planning, design, construction, and other applicable phases.

ORDINANCE NO.: 2021-082

*Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina,
to repeal and replace Chapter 11, Licenses, Permits and Miscellaneous Business Regulations,
Article II. Business and Professional Licenses*

BE IT ORDAINED by the Mayor and City Council of the City of Columbia, South Carolina this _____ day of _____, 2021 that the City of Columbia, South Carolina Chapter 11, Licenses, Permits and Miscellaneous Business Regulations, Article II, Business and Professional Licenses is hereby repealed in its entirety and replaced with Chapter 11, Licenses, Permits and Miscellaneous Business Regulations reflected in the attached "Article II, Business and Professional Licenses" which is incorporated herein by reference and available for inspection by contacting the City Clerk, City Hall, 3rd Floor, 1737 Main Street, Columbia, South Carolina, 29201; (803) 545-3045; cityclerk@columbiasc.net, or the Business License Division, 1136 Washington Street, Columbia, South Carolina, 29201; (803) 545-3345 or viewed online at <https://columbiasc.gov/business-licensing>.

This ordinance is effective as of May 1, 2022

Requested by:

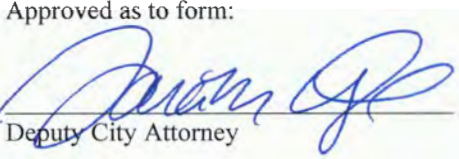
Assistant City Manager Gentry

Mayor

Approved by:

City Manager

Approved as to form:


Deputy City Attorney

ATTEST:

City Clerk

Introduced:

Final Reading:

Article II. Business and Professional Licenses

Section 11-31. License Required.

Every person engaged or intending to engage in any business, calling, occupation, profession, or activity engaged in with the object of gain, benefit, or advantage, in whole or in part within the limits of the City of Columbia, South Carolina, is required to pay an annual license tax for the privilege of doing business and obtain a business license as herein provided.

Section 11-32. Definitions.

The following words, terms, and phrases, when used in this Article, shall have the meaning ascribed herein. Defined terms are not capitalized when used in this ordinance unless the context otherwise requires.

Business means any business, calling, occupation, profession, or activity engaged in with the object of gain, benefit, or advantage, either directly or indirectly.

Charitable Organization means an organization that is determined by the Internal Revenue Service to be exempt from Federal income taxes under 26 U.S.C. Section 501(c)(3), (4), (6), (7), (8), (10) or (19).

Charitable Purpose means a benevolent, philanthropic, patriotic, or eleemosynary purpose that does not result in personal gain to a sponsor, organizer, officer, director, trustee, or person with ultimate control of the organization.

Classification means that division of businesses by NAICS codes subject to the same license rate as determined by a calculated index of ability to pay based on national averages, benefits, equalization of tax burden, relationships of services, or other basis deemed appropriate by the Council.

Council means the City Council of the City of Columbia.

Domicile means a principal place from which the trade or business of a licensee is conducted, directed, or managed. For purposes of this ordinance, a licensee may be deemed to have more than one domicile.

Gross Income means the gross receipts or gross revenue of a business, received or accrued, for one calendar or fiscal year collected or to be collected from business done within the Municipality. If the licensee has a domicile within the Municipality, business done within the Municipality shall include all gross receipts or revenue received or accrued by such licensee. If the licensee does not have a domicile within the Municipality, business done within the Municipality shall include only gross receipts or revenue received or accrued within the Municipality. In all cases, if the licensee pays a business license tax to another county or municipality, then the licensee's gross income for the purpose of computing the tax within the Municipality must be reduced by the amount of revenues or receipts taxed in the other county or municipality and fully reported to the Municipality. Gross income for business license tax purposes shall not include taxes collected for a governmental entity, escrow funds, or funds that are the property of a third party. The value of bartered goods or trade-in merchandise shall be included in gross income. The gross receipts or gross revenues for business license purposes may be verified by inspection of returns and reports filed with the Internal Revenue Service, the South Carolina Department of Revenue, the South Carolina Department of Insurance, or other government agencies. In calculating gross income for certain businesses, the following rules shall apply:

- (a) Gross income for agents shall be calculated on gross commissions received or retained, unless otherwise specified. If commissions are divided with other brokers or agents, then only the amount retained by the broker or agent is considered gross income.
- (b) Except as specifically required by S.C. Code § 38-7-20, gross income for insurance companies shall be calculated on gross premiums written.
- (c) Gross income for manufacturers of goods or materials with a location in the Municipality shall be calculated on the lesser of (i) gross revenues or receipts received or accrued from business done at the location, (ii) the amount of income allocated and apportioned to that location by the business for purposes of the business's state income tax return, or (iii) the amount of expenses attributable to the location as a cost center of the business. Licensees reporting gross income under this provision shall have the burden to establish the amount and method of calculation by satisfactory records and proof. Manufacturers include those taxpayers reporting a manufacturing principal business activity code on their federal income tax returns.

License Official means a person designated to administer this Article. Notwithstanding the designation of a primary license official, the Municipality may designate one or more alternate license officials to administer particular types

of business licenses, including without limitation for business licenses issued to businesses subject to business license taxes under Article 20, Chapter 9, Title 58, and Chapters 7 and 45, Title 38, of the South Carolina Code.

Licensee means the business, the person applying for the license on behalf of the business, an agent or legal representative of the business, a person who receives any part of the net profit of the business, or a person who owns or exercises control of the business.

Municipality means the City of Columbia, South Carolina.

NAICS means the North American Industry Classification System for the United States published under the auspices of the Federal Office of Management and Budget.

Person means any individual, firm, partnership, limited liability partnership, limited liability company, cooperative non-profit membership, corporation, joint venture, association, estate, trust, business trust, receiver, syndicate, holding company, or other group or combination acting as a unit, in the singular or plural, and the agent or employee having charge or control of a business in the absence of the principal.

Section 11-33. Purpose and Duration.

The business license required by this Article is for the purpose of providing such regulation as may be required for the business subject thereto and for the purpose of raising revenue for the general fund through a privilege tax. The license year ending on April 30, 2022, shall commence on January 1, 2021 and shall run for a 16-month period. Except as set forth below for business licenses issued to contractors with respect to specific construction projects, each yearly license shall be issued for the twelve-month period of May 1 to April 30. A business license issued for a construction contract may, at the request of the licensee, be stated to expire at the completion of the construction project; *provided*, any such business license may require that the licensee file, by each April 30 during the continuation of the construction project, a statement of compliance, including but not limited to a revised estimate of the value of the contract. If any revised estimate of the final value of such project exceeds the amount for which the business license was issued, the licensee shall be required to pay a license fee at the then-prevailing rate on the excess amount. The provisions of this Article and the rates herein shall remain in effect from year to year as amended by the Council.

Section 11-34. Business License Tax, Refund.

- (a) The required business license tax shall be paid for each business subject hereto according to the applicable rate classification on or before the due date of the 30th day of April in each year, except for those businesses in Rate Class 8 for which a different due date is specified. Late payments shall be subject to penalties as set forth in Section 12 hereof, except that admitted insurance companies may pay before June 1 without penalty.
- (b) A separate license shall be required for each place of business and for each classification or business conducted at one place. If gross income cannot be separated for classifications at one location, the business license tax shall be computed on the combined gross income for the classification requiring the highest rate. The business license tax must be computed based on the licensee's gross income for the calendar year preceding the due date, for the licensee's twelve-month fiscal year preceding the due date, or on a twelve-month projected income based on the monthly average for a business in operation for less than one year. The business license tax for a new business must be computed on the estimated probable gross income for the balance of the license year. A business license related to construction contract projects may be issued on a per-project basis, at the option of the taxpayer. No refund shall be made for a business that is discontinued.
- (c) A licensee that submits a payment greater than the amount owed may request a refund. To be considered, a refund request must be submitted in writing to the Municipality before the June 1 immediately following the April 30 on which the payment was due and must be supported by adequate documentation supporting the refund request. The Municipality shall approve or deny the refund request, and if approved shall issue the refund to the business, within thirty days after receipt of the request.

Section 11-35. Registration Required.

- (a) The owner, agent, or legal representative of every business subject to this Article, whether listed in the classification index or not, shall register the business and make application for a business license on or before the due date of each year; *provided*, a new business shall be required to have a business license prior to operation within the Municipality, and an annexed business shall be required to have a business license within thirty (30) days of the annexation. A license for a bar (NAICS 722410) must be issued in the name of the individual who has been issued the corresponding state alcohol, beer, or wine permit or license and will have actual control and management of the business.

- (b) Application shall be on the then-current standard business license application as established and provided by the Director of the South Carolina Revenue and Fiscal Affairs Office and shall be accompanied by all information about the applicant, the licensee, and the business deemed appropriate to carry out the purpose of this Article by the license official. Applicants may be required to submit copies of portions of state and federal income tax returns reflecting gross receipts and gross revenue figures.
- (c) The applicant shall certify under oath that the information given in the application is true, that the gross income is accurately reported (or estimated for a new business) without any unauthorized deductions, and that all assessments, personal property taxes on business property, and other monies due and payable to the Municipality have been paid.
- (d) The Municipality shall allow application, reporting, calculation, and payment of business license taxes through the business license tax portal hosted and managed by the South Carolina Revenue and Fiscal Affairs Office, subject to the availability and capability thereof. Any limitations in portal availability or capability do not relieve the applicant or Licensee from existing business license or business license tax obligations.

Section 11-36. Deductions, Exemptions, and Charitable Organizations.

- (a) No deductions from gross income shall be made except income earned outside of the Municipality on which a license tax is paid by the business to some other municipality or county and fully reported to the Municipality, taxes collected for a governmental entity, or income which cannot be included for computation of the tax pursuant to state or federal law. Properly apportioned income from business in interstate commerce shall be included in the calculation of gross income and is not exempted. The applicant shall have the burden to establish the right to exempt income by satisfactory records and proof.
- (b) No person shall be exempt from the requirements of the ordinance by reason of the lack of an established place of business within the Municipality, unless exempted by state or federal law. The license official shall determine the appropriate classification for each business in accordance with the latest issue of NAICS. No person shall be exempt from this ordinance by reason of the payment of any other tax, unless exempted by state law, and no person shall be relieved of liability for payment of any other tax or fee by reason of application of this ordinance.
- (c) Wholesalers are exempt from business license taxes unless they maintain warehouses or distribution establishments within the Municipality. A wholesale transaction involves a sale to an individual who will resell the goods and includes delivery of the goods to the reseller. It does not include a sale of goods to a user or consumer.
- (d) A charitable organization shall be exempt from the business license tax on its gross income unless it is deemed a business subject to a business license tax on all or part of its gross income as provided in this section. A charitable organization, or any affiliate of a charitable organization, that reports income from for-profit activities or unrelated business income for federal income tax purposes to the Internal Revenue Service shall be deemed a business subject to a business license tax on the part of its gross income from such for-profit activities or unrelated business income.
- (e) A charitable organization shall be deemed a business subject to a business license tax on its total gross income if (1) any net proceeds of operation, after necessary expenses of operation, inure to the benefit of any individual or any entity that is not itself a charitable organization as defined in this ordinance, or (2) any net proceeds of operation, after necessary expenses of operation, are used for a purpose other than a charitable purpose as defined in this ordinance. Excess benefits or compensation in any form beyond fair market value to a sponsor, organizer, officer, director, trustee, or person with ultimate control of the organization shall not be deemed a necessary expense of operation.

Section 11-37. False Application Unlawful.

It shall be unlawful for any person subject to the provisions of this ordinance to make a false application for a business license or to give or file, or direct the giving or filing of, any false information with respect to the license or tax required by this ordinance.

Section 11-38. Display and Transfer.

- (a) All persons shall display the license issued to them on the original form provided by the license official in a conspicuous place in the business establishment at the address shown on the license. A transient or non-

resident shall carry the license upon his person or in a vehicle used in the business readily available for inspection by any authorized agent of the Municipality.

- (b) A change of address must be reported to the license official within ten (10) days after removal of the business to a new location and the license will be valid at the new address upon written notification by the license official and compliance with zoning and building codes. Failure to obtain the approval of the license official for a change of address shall invalidate the license and subject the licensee to prosecution for doing business without a license. A business license shall not be transferable, and a transfer of controlling interest shall be considered a termination of the old business and the establishment of a new business requiring a new business license, based on old business income.

Section 11-39. Administration of Ordinance.

The license official shall administer the provisions of this Article, collect business license taxes, issue licenses, make or initiate investigations and audits to ensure compliance, initiate denial or suspension and revocation procedures, report violations to the municipal attorney, assist in prosecution of violators, produce forms, undertake reasonable procedures relating to the administration of this Article, and perform such other duties as may be duly assigned.

Section 11-40. Inspection and Audits.

- (a) For the purpose of enforcing the provisions of this Article, the license official or other authorized agent of the Municipality is empowered to enter upon the premises of any person subject to this Article to make inspections and to examine and audit books and records. It shall be unlawful for any such person to fail or refuse to make available the necessary books and records. In the event an audit or inspection reveals that the licensee has filed false information, the costs of the audit shall be added to the correct business license tax and late penalties in addition to other penalties provided herein. Each day of failure to pay the proper amount of business license tax shall constitute a separate offense.
- (b) The license official shall have the authority to make inspections and conduct audits of businesses to ensure compliance with the Article. Financial information obtained by inspections and audits shall not be deemed public records, and the license official shall not release the amount of business license taxes paid or the reported gross income of any person by name without written permission of the licensee, except as authorized by this Article, state or federal law, or proper judicial order. Statistics compiled by classifications are public records.

Section 11-41. Assessments, Payment under Protest, Appeal.

- (a) Assessments, payments under protest, and appeals of assessment shall be allowed and conducted by the Municipality pursuant to the provisions of S.C. Code § 6-1-410, as amended. In preparing an assessment, the license official may examine such records of the business or any other available records as may be appropriate and conduct such investigations and statistical surveys as the license official may deem appropriate to assess a business license tax and penalties as provided herein.
- (b) The license official shall establish a uniform local procedure consistent with S.C. Code § 6-1-410 for hearing an application for adjustment of assessment and issuing a notice of final assessment; provided that for particular types of business licenses, including without limitation for business licenses issued to businesses subject to business license taxes under Article 20, Chapter 9, Title 58, and Chapters 7 and 45, Title 38, of the South Carolina Code, the Municipality, by separate ordinance, may establish a different procedure and may delegate one or more rights, duties, and functions hereunder to the Municipal Association of South Carolina.

Section 11-42. Delinquent License Taxes, Partial Payment.

- (a) For non-payment of all or any part of the correct business license tax, the license official shall impose and collect a late penalty of five (5%) percent of the unpaid tax for each month or portion thereof after the due date until paid. Penalties shall not be waived. If any business license tax remains unpaid for sixty (60) days after its due date, the license official shall report it to the municipal attorney for appropriate legal action.
- (b) Partial payment may be accepted by the license official to toll imposition of penalties on the portion paid; *provided*, however, no business license shall be issued or renewed until the full amount of the tax due, with penalties, has been paid.

Section 11-43. Notices.

The license official may, but shall not be required to, mail written notices that business license taxes are due. If notices are not mailed, there shall be published a notice of the due date in a newspaper of general circulation within the

Municipality three (3) times prior to the due date in each year. Failure to receive notice shall not constitute a defense to prosecution for failure to pay the tax due or grounds for waiver of penalties.

Section 11-44. Denial of License.

The license official may deny a license to an applicant when the license official determines:

- (a) The application is incomplete or contains a misrepresentation, false or misleading statement, or evasion or suppression of a material fact;
 - (b) The activity for which a license is sought is unlawful or constitutes a public nuisance *per se* or *per accidens*;
 - (c) The applicant, licensee, prior licensee, or the person in control of the business has been convicted within the previous ten years of an offense under a law or ordinance regulating business, a crime involving dishonest conduct or moral turpitude related to a business or a subject of a business, or an unlawful sale of merchandise or prohibited goods;
 - (d) The applicant, licensee, prior licensee, or the person in control of the business has engaged in an unlawful activity or nuisance related to the business or to a similar business in the Municipality or in another jurisdiction;
 - (e) The applicant, licensee, prior licensee, or the person in control of the business is delinquent in the payment to the Municipality of any tax or fee;
 - (f) A licensee has actual knowledge or notice, or based on the circumstances reasonably should have knowledge or notice, that any person or employee of the licensee has committed a crime of moral turpitude on the business premises, or has permitted any person or employee of the licensee to engage in the unlawful sale of merchandise or prohibited goods on the business premises and has not taken remedial measures necessary to correct such activity; or
 - (g) The license for the business or for a similar business of the licensee in the Municipality or another jurisdiction has been denied, suspended, or revoked in the previous license year.
- A decision of the license official shall be subject to appeal as herein provided. Denial shall be written with reasons stated.

Section 11-45. Suspension or Revocation of License.

When the license official determines:

- (a) A license has been mistakenly or improperly issued or issued contrary to law;
- (b) A licensee has breached any condition upon which the license was issued or has failed to comply with the provisions of this ordinance;
- (c) A licensee has obtained a license through a fraud, misrepresentation, a false or misleading statement, or evasion or suppression of a material fact in the license application;
- (d) A licensee has been convicted within the previous ten years of an offense under a law or ordinance regulating business, a crime involving dishonest conduct or moral turpitude related to a business or a subject of a business, or an unlawful sale of merchandise or prohibited goods;
- (e) A licensee has engaged in an unlawful activity or nuisance related to the business; or
- (f) A licensee is delinquent in the payment to the Municipality of any tax or fee,

the license official may give written notice to the licensee or the person in control of the business within the Municipality by personal service or mail that the license is suspended pending a single hearing before Council or its designee for the purpose of determining whether the suspension should be upheld and the license should be revoked.

The written notice of suspension and proposed revocation shall state the time and place at which the hearing is to be held, and shall contain a brief statement of the reasons for the suspension and proposed revocation and a copy of the applicable provisions of this ordinance.

Section 11-46. Appeals to Council or its Designee.

- (a) Except with respect to appeals of assessments under Section 11 hereof, which are governed by S.C. Code § 6-1-410, any person aggrieved by a determination, denial, or suspension and proposed revocation of a business license by the license official may appeal the decision to the Council or its designee by written

request stating the reasons for appeal, filed with the license official within ten (10) days after service by mail or personal service of the notice of determination, denial, or suspension and proposed revocation.

- (b) A hearing on an appeal from a license denial or other determination of the license official and a hearing on a suspension and proposed revocation shall be held by the Council or its designee within ten (10) business days after receipt of a request for appeal or service of a notice of suspension and proposed revocation. The hearing shall be held upon written notice at a regular or special meeting of the Council, or, if by designee of the Council, at a hearing to be scheduled by the designee. The hearing may be continued to another date by agreement of all parties. At the hearing, all parties shall have the right to be represented by counsel, to present testimony and evidence, and to cross-examine witnesses. The proceedings shall be recorded and transcribed at the expense of the party so requesting. The rules of evidence and procedure prescribed by Council or its designee shall govern the hearing. Following the hearing, the Council by majority vote of its members present, or the designee of Council if the hearing is held by the designee, shall render a written decision based on findings of fact and conclusions on application of the standards herein. The written decision shall be served, by personal service or by mail, upon all parties or their representatives and shall constitute the final decision of the Municipality.
- (c) Timely appeal of a decision of Council or its designee does not effectuate a stay of that decision. The decision of the Council or its designee shall be binding and enforceable unless overturned by an applicable appellate court after a due and timely appeal.
- (d) For business licenses issued to businesses subject to business license taxes under Article 20, Chapter 9, Title 58, and Chapters 7 and 45, Title 38, of the South Carolina Code, the Municipality may establish a different procedure by ordinance.

Section 11-47. Consent, franchise, or license required for use of streets.

- (a) It shall be unlawful for any person to construct, install, maintain, or operate in, on, above, or under any street or public place under control of the Municipality any line, pipe, cable, pole, structure, or facility for utilities, communications, cablevision, or other purposes without a consent agreement or franchise agreement issued by the Council by ordinance that prescribes the term, fees, and conditions for use.
- (b) The annual fee for use of streets or public places authorized by a consent agreement or franchise agreement shall be set by the ordinance approving the agreement and shall be consistent with limits set by state law. Existing franchise agreements shall continue in effect until expiration dates in the agreements. Franchise and consent fees shall not be in lieu of or be credited against business license taxes unless specifically provided by the franchise or consent agreement.

Section 11-48. Confidentiality.

Except in accordance with proper judicial order or as otherwise provided by law, no official or employee of the Municipality may divulge or make known in any manner the amount of income or any financial particulars set forth or disclosed in any report or return required under this Article. Nothing in this section shall be construed to prohibit the publication of statistics so classified as to prevent the identification of particular reports or returns. Any license data may be shared with other public officials or employees in the performance of their duties, whether or not those duties relate to enforcement of this Article.

Section 11-49. Violations.

Any person violating any provision of this Article shall be deemed guilty of an offense and shall be subject to a fine of up to \$500.00 or imprisonment for not more than thirty (30) days or both, upon conviction. Each day of violation shall be considered a separate offense. Punishment for violation shall not relieve the offender of liability for delinquent taxes, penalties, and costs provided for in this Article.

Section 11-50. Severability.

A determination that any portion of this Article is invalid or unenforceable shall not affect the remaining portions. To the extent of any conflict between the provisions of this Article and the provisions of the South Carolina Business License Tax Standardization Act, as codified at S.C. Code §§ 6-1-400 *et seq.*, the standardization act shall control.

Section 11-51. Classification and Rates.

- (a) The business license tax for each class of businesses subject to this Article shall be computed in accordance with the current business license rate schedule, designated as Appendix A to this Article, which may be amended from time to time by the Council.

- (b) The current business license class schedule is attached hereto as Appendix B. Hereafter, no later than December 31 of each odd year, the Municipality shall adopt, by ordinance, the latest standardized business license class schedule as recommended by the Municipal Association of South Carolina and adopted by the Director of the South Carolina Revenue and Fiscal Affairs Office. Upon adoption by the Municipality, the revised business license class schedule shall then be appended to this Article as a replacement Appendix B.
- (c) The classifications included in each rate class are listed with NAICS codes, by sector, sub-sector, group, or industry. The business license class schedule (Appendix B) is a tool for classification and not a limitation on businesses subject to a business license tax. The classification in the most recent version of the business license class schedule adopted by the Council that most specifically identifies the subject business shall be applied to the business. The license official shall have the authority to make the determination of the classification most specifically applicable to a subject business.
- (d) A copy of the class schedule and rate schedule shall be filed in the office of the municipal clerk.

APPENDIX A: BUSINESS LICENSE RATE SCHEDULE

RATE CLASS	INCOME: \$0 - \$2,000	INCOME OVER \$2,000
	BASE RATE	RATE PER \$1,000 OR FRACTION THEREOF
1	\$ 60.00	\$ 0.90
2	\$ 65.00	\$ 1.00
3	\$ 70.00	\$ 1.10
4	\$ 75.00	\$ 1.20
5	\$ 80.00	\$ 1.30
6	\$ 85.00	\$ 1.40
7	\$ 90.00	\$ 1.50
8.1	\$ 60.00	\$ 0.53
8.2	Set by state statute	
8.3	MASC Telecommunications	
8.4	MASC Insurance	
8.51	\$12.50 + \$12.50 per machine	
8.52	\$12.50 + \$180.00 per machine	
9.10	\$ 200.00	\$ 1.00
9.20	\$ 200.00	\$ 3.00
9.30	\$ 100.00	\$ 0.40
9.41	\$ 50.00	\$ 3.00

NON-RESIDENT RATES

Unless otherwise specifically provided, all taxes and rates shall be doubled for nonresidents and itinerants having no fixed principal place of business within the Municipality.

DECLINING RATES

Declining Rates apply in all Classes for gross income in excess of \$1,000,000, unless otherwise specifically provided for in this ordinance.

<u>Gross Income in \$ Millions</u>	<u>Percent of Class Rate for each additional \$1,000</u>
0 - 1	100%
1 - 2	90%
2 - 3	80%
3 - 4	70%
4 - 5	60%
OVER 5	50%

CLASS 8 RATES

Each NAICS number designates a separate subclassification. The businesses in this section are treated as separate and individual subclasses due to provisions of state law, regulatory requirements, service burdens, tax equalization considerations, and other factors that are deemed sufficient to require individually determined rates. In accordance with state law, the Municipality also may provide for reasonable subclassifications for rates, described by an NAICS sector, subsector, or industry, that are based on particularized considerations as needed for economic stimulus or for the enhanced or disproportionate demands on municipal services or infrastructure.

Non-resident rates do not apply except where indicated.

8.1 NAICS 230000 – Contractors, Construction, All Types [Non-resident rates apply].

Resident rates, for contractors having a permanent place of business within the Municipality:

Minimum on first \$2,000.....	\$ 60.00 PLUS
Each additional 1,000.....	\$ 0.53

Non-resident rates apply to contractors that do not have a permanent place of business within the Municipality. A trailer at the construction site or structure in which the contractor temporarily resides is not a permanent place of business under this ordinance.

No contractor shall be issued a business license until all state and municipal qualification examination and trade license requirements have been met. Each contractor shall post a sign in plain view on each job identifying the contractor with the job.

Sub-contractors shall be licensed on the same basis as general or prime contractors for the same job. No deductions shall be made by a general or prime contractor for value of work performed by a sub-contractor.

No contractor shall be issued a business license until all performance and indemnity bonds required by the Building Code have been filed and approved. Zoning permits must be obtained when required by the Zoning Ordinance.

Each prime contractor shall file with the License Official a list of sub-contractors furnishing labor or materials for each project.

For licenses issued on a per-job basis, the total tax for the full amount of the contract shall be paid prior to commencement of work and shall entitle the contractor to complete the job without regard to the normal license expiration date. An amended report shall be filed for each new job and the appropriate additional license fee per \$1,000 of the contract amount shall be paid prior to commencement of new work. Only one base tax shall be paid in a license year. Licensees holding a per-job license shall file, by each April 30 during the continuation of the construction project, a statement of compliance, including but not limited to a revised estimate of the value of the contract. If any revised estimate of the final value of such project exceeds the amount for which the business license was issued, the licensee shall be required to pay a license fee at the then-prevailing rate on the excess amount.

8.2 NAICS 482 – Railroad Companies (See S.C. Code § 12-23-210).

8.3 NAICS 517311, 517312 – Telephone Companies.

With respect to “retail telecommunications services” as defined in S. C. Code § 58-9-2200, the Municipality participates in a collections program administered by the Municipal Association of South Carolina. The Municipality has approved participation in the collections program by separate ordinance (the “Telecommunications Collections Ordinance”). The rates, terms, conditions, dates, penalties, appeals process, and other details of the business license applicable to retail telecommunications services are set forth in the Telecommunications Collections Ordinance.

8.4 NAICS 5241 and 5242 – Insurance Companies and Brokers:

Independent agents, brokers, and their employees are subject to a business license tax based on their natural class. With respect to insurers subject to license fees and taxes under Chapter 7 of Title 38 and to brokers under Chapter 45 of Title 38, the Municipality participates in a collections program administered by the Municipal Association of South Carolina. The Municipality has approved participation in the collections program by separate ordinance (the “Insurers

and Brokers Collections Ordinance”). The rates, terms, conditions, dates, penalties, appeals process, and other details of the business license applicable to insurers and brokers are set forth in the Insurers and Brokers Collections Ordinance.

8.51 NAICS 713120 – Amusement Machines, coin operated (except gambling). Music machines, juke boxes, kiddie rides, video games, pin tables with levers, and other amusement machines with or without free play feature licensed by SC Department of Revenue pursuant to S.C. Code §12-21-2720(A)(1) and (A)(2) [Type I and Type II].

For operation of all machines (not on gross income), pursuant to S.C. Code §12-21-2746:

Per Machine \$12.50 PLUS
Business license.....\$12.50

Distributors that sell or lease machines and are not licensed by the state as an operator pursuant to §12-21-2728 are not subject to Subclass 8.51.

8.52 NAICS 713290 – Amusement Machines, coin operated, non-payout. Amusement machines of the non-payout type or in-line pin game licensed by SC Department of Revenue pursuant to S.C. Code §12-21-2720(A)(3) [Type III].

For operation of all machines (not on gross income), pursuant to S.C. Code §12-21-2720(B):

Per Machine \$180.00 PLUS
Business license.....\$12.50

Distributors that sell or lease machines and are not licensed by the state as an operator pursuant to §12-21-2728 are not subject to Subclass 8.52.

CLASS 9 RATES

9.1 NAICS 423930 – Junk or Scrap Dealers [Non-resident rates apply].

Minimum on first \$2,000..... \$200.00 PLUS
Per \$1,000, or fraction, over \$2,000 \$1.00

9.2 NAICS 522298 – Pawn Brokers [All Types].

Minimum on first \$2,000..... \$200.00 PLUS
Per \$1,000, or fraction, over \$2,000 \$3.00

9.3 NAICS 4411, 4412 – Automotive, Motor Vehicles, Boats, Farm Machinery or Retail.

(except auto supply stores - see 4413)

Minimum on first \$2,000..... \$100.00 PLUS
Per \$1,000, or fraction, over \$2,000 \$0.40

One sales lot not more than 400 feet from the main showroom may be operated under this license provided that proceeds from sales at the lot are included in gross receipts at the main office when both are operated under the same name and ownership.

Gross receipts for this classification shall include value of trade-ins. Dealer transfers or internal repairs on resale items shall not be included in gross income.

NAICS 454390 – Peddlers, Solicitors, Canvassers, Door-To-Door Sales.

Direct retail sales of merchandise. [Non-resident rates apply]

9.41 Regular activities [more than two sale periods of more than three days each per year]

Minimum on first \$2,000 \$50.00 PLUS

Per \$1,000, or fraction, over \$2,000.....\$3.00

Business License Class Schedule by NAICS Code

Appendix B

NAICS Sector/Subsector	Industry Sector	Class
11	Agriculture, forestry, hunting and fishing	2.00
21	Mining	4.00
31	Manufacturing	2.00
32	Manufacturing	2.00
33	Manufacturing	2.00
42	Wholesale trade	1.00
44	Retail trade	1.00
45	Retail trade	1.00
48	Transportation and warehousing	2.00
49	Transportation and warehousing	2.00
51	Information	4.00
52	Finance and insurance	7.00
53	Real estate and rental and leasing	7.00
54	Professional, scientific, and technical services	5.00
55	Management of companies	7.00
56	Administrative and support and waste management and remediation services	4.00
61	Educational services	4.00
62	Health care and social assistance	4.00
71	Arts, entertainment, and recreation	3.00
721	Accommodation	3.00
722	Food services and drinking places	1.00
81	Other services	5.00
23	Construction	8.10
482	Rail Transportation	8.20
517311	Wired Telecommunications Carriers	8.30
517312	Wireless Telecommunications Carriers (except Satellite)	8.30
5241	Insurance Carriers	8.40
5242	Insurance Brokers for non-admitted Insurance Carriers	8.40
713120	Amusement Parks and Arcades (per machine)	8.51

713290	Nonpayout Amusement Machines (per machine)	8.52
423930	Recyclable Material Merchant Wholesalers (Junk)	9.10
522298	Pawnshops	9.20
4411	Automobile Dealers	9.30
4412	Other Motor Vehicle Dealers	9.30
454390	Other Direct Selling Establishments (Regular Peddlers)	9.41

***This appendix will be updated every odd year based on the latest available IRS statistics.**

ORDINANCE NO.: 2021-086

*Authorizing the City Manager to execute a Sixteenth Amendment to Purchase Agreement
between the City of Columbia and Bright-Meyers 2001 LLC for the sale
of 5.97 +/- acres (Capital City Stadium), Richland County TMS #11204-02-02*

BE IT ORDAINED by the Mayor and City Council this _____ day of _____, 2021,
that the City Manager is authorized to execute the attached Sixteenth Amendment to Purchase Agreement,
or on a form approved by the City Attorney, between the City of Columbia and Bright-Meyers 2001 LLC
for the sale of 5.97 acres +/- (Capital City Stadium), Richland County TMS #11204-02-02.

Requested by:

Assistant City Manager Gentry

Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:


Deputy City Attorney

City Clerk

Introduced:

Final Reading:

LEGAL DEPARTMENT DRAFT

SIXTEENTH AMENDMENT TO PURCHASE AGREEMENT

This Sixteenth Amendment to Purchase Agreement (the "Sixteenth Amendment") is made and entered into by and between the City of Columbia, hereinafter referred to as "Seller", and Ballpark, LLC, a South Carolina limited liability company, as assignee of Bright-Meyers Assembly Street, LLC, hereinafter referred to as "Buyer" effective as of the Amendment Effective Date (as hereinafter defined).

W I T N E S E T H:

WHEREAS, Seller and Bright-Meyers 2001 LLC entered into a Purchase Agreement effective August 27, 2012 (as amended, the "Agreement"), which gives Buyer the exclusive right to purchase the property ("Property") described in the Agreement under the terms and conditions of the Agreement; and

WHEREAS, pursuant to that certain Assignment of Purchase Agreement dated October 15, 2018 Bright Meyers 2001 LLC assigned its rights and obligations under the Agreement to its affiliate, Bright-Meyers Assembly Street, LLC, a Tennessee limited liability company; and

WHEREAS, pursuant to that certain Assignment of Contract dated January 29, 2019 Bright-Meyers Assembly Street, LLC assigned its rights and obligations under the Agreement to Ballpark, LLC; and

WHEREAS, the Agreement was most recently further modified, amended and clarified by that certain Fifteenth Amendment to Purchase Agreement effective August 5, 2021; and

WHEREAS, Seller and Buyer mutually desire to further modify and amend said Agreement.

NOW, THEREFORE, IT IS HEREBY AGREED, that for and in consideration of the sum of Ten and No/100 (\$10.00) Dollars, the receipt and sufficiency of which is hereby acknowledged, the Agreement is amended as follows:

1. Paragraph 14 of the Agreement is amended to provide that the Closing shall take place not later than sixty (60) days following the date on which the U. S. Army Corps of Engineers, Charleston District issues a permit to Buyer pursuant to Section 404 of the Clean Water Act (33 U.S.C. 1344) for the Rocky Branch and Rocky Branch Watershed Improvements to be made by Buyer pursuant to Section 24 of the Agreement (the "404 Permit"). Notwithstanding anything stated herein to the contrary, and without regard to the issuance or timing of issuance of the 404 Permit, in no event shall the Closing occur later than May 1, 2022.

2. The "Amendment Effective Date" is the date on which this Amendment is signed by both parties hereto.

Except as modified and amended hereby, all the terms, covenants and conditions of said Purchase Agreement and subsequent Amendments shall continue and remain in full force and effect insofar as they do not conflict with the terms of this Sixteenth Amendment. In the event that the language of the Agreement or a prior Amendment is contrary to the language of this Amendment, the language of this Amendment shall control regarding that provision.

IN WITNESS WHEREOF, the parties have caused this Sixteenth Amendment to Purchase Agreement to be executed and effective as of the date of the last signature herein below.

WITNESSES:

SELLER: CITY OF COLUMBIA

BY: _____
Teresa B. Wilson
ITS: City Manager

Date: _____

BUYER: BALLPARK, LLC

BY: _____

Name: _____

ITS: _____

Date: _____



CITY COUNCIL

November 9, 2021 at 2:00pm

Busby Street Community Center, 1735 Busby Street, Columbia, SC 29202

ANNEXATION, COMPREHENSIVE PLAN MAP AMENDMENT, AND ZONING MAP AMENDMENT CASE SUMMARY 7800 Garners Ferry Road; TMS# 19102-05-12

Council District:	3
Proposal:	Request to annex the property and assign a land use classification of Community Activity Corridor (AC-2) and assign zoning of General Commercial (GC) at the time of annexation. The property is currently classified as Neighborhood (Medium Density) and zoned GC by Richland County.
Applicant:	Take 5 Carolinas Property Company, LLC
Staff Recommendation:	Approval
PC Recommendation:	09/13/2021; Approval (6-0)
ZPH, 1 st Reading:	11/09/2021; Pending
2 nd Reading:	12/07/2021; Pending

CURRENT PARCEL CHARACTERISTICS/CONDITIONS

Acreage: 0.67 acres
Current Use: Commercial
Proposed Use: Commercial
Reason for Annexation: Municipal Services
Urban Service Area: Primary Area
Current County Land Use Classification: Neighborhood (Medium Density)
Proposed City Land Use Classification: Community Activity Corridor (AC-2)
Current County Zoning: General Commercial (GC)
Proposed City Zoning: General Commercial (GC)
Census Tract: 116.08

DETERMINATION FOR CITY SERVICES

The following determination is an estimate of the benefits and costs associated with the annexation of the subject property:

Police

The Columbia Police Department does not object to this proposed annexation. As with most annexations, we find that the proposed annexation will result in an increased number of calls for service. The estimated cost to serve the oil change service would be **approximately \$1,400 per year**, based on calls to similar commercial properties within the City limits.

Fire

The proposed annexation will not result in additional costs or impact services being provided by this department. Annexation would lower the ISO rating of this property to a Class 1 from a Class 2.

Solid Waste

This type of use is generally not served by the Solid Waste Division.

Engineering

The site has been recently redeveloped and a new oil change business is open and operating on the site and not connected to City sewer. Water service is available. If sewer service is requested in the future, it should be noted that the current estimated cost to extend sewer is **\$176,600**, including contingency. An easement from a nearby property would be required for this connection to our sanitary sewer system.

Water Customer Care

The customer on the property will pay water and sewer rates approximately **40% lower** than out-of-city customers.

Planning & Development Services

We recommend approval of the annexation of this property, which is located within a designated Primary Area in the Urban Service Area plan. An oil-change service was recently constructed on the site, and the estimated real estate tax revenue generated for the City would be **approximately \$5,300 per year**, based on the average taxable value of similarly used properties.

* Estimated City Tax Revenue is based on **2020 millage** for real property and calculated as: ((Taxable Value × Tax Rate) × City Millage Rate (.0938)). The actual additional taxes paid by the property owner will generally be substantially lower as some millage items do not apply to in-City properties, and an increased Local Option Sales Tax credit factor applies to in-City properties (an additional .002020 for the 2020 tax year).

PLANS, POLICIES, AND LAND USE

Urban Service Area

Subject property is in a “Primary Area” as identified in the Urban Service Area Map

Principles and Goals of the Urban Service Area

The Urban Service Area identifies those areas the City of Columbia wishes to provide with urban services. Primary emphasis will be given to annexing developed areas adjoining the City limits and “islands” of unincorporated territory surrounded by the City. Primary, secondary, and long-range annexation priorities for specific areas may be identified. Secondary areas may include higher value properties which assist the City in achieving a more balanced economic base.

Primary Areas are made up of land contiguous to the City where services are readily available and the infrastructure is generally good. These services include fire, police, sanitation, and utilities.

Annexations within *Primary Areas* are the second highest priority, after areas classified as *Donut Hole - Primary*. Barring unanticipated circumstances, annexation is recommended and staff should work with individual property owners or neighborhoods/developments to encourage and expedite annexation.

Comprehensive Plan Land Use Classification

The proposed future land use classification for the subject property is Community Activity Corridor (AC-2) in the *Columbia Compass: Envision 2036* Future Land Use Map. The property is currently designated as Neighborhood (Medium Density) by Richland County.

Community Activity Corridors are a linear extension of a Community Activity Center. They contain nearly identical building types and uses to a Community Activity Center; the primary difference is the configuration of the lots and the lack of an internal subdivision or street network. Uses are built on frontage lots along principal and minor arterial roadways. They serve surrounding neighborhoods within a three-mile to five-mile drive and typically consist of a variety of commercial and service issues.

Primary Types

- Multi-family Mixed-use Small & Medium
- Business/Employment Small & Medium (excl. Flex)

Secondary Types

- Multi-family Small & Medium

Tertiary Types

- Single-family Attached
- Civic/Institutional Small to Large
- Business/Employment Large (excl. Flex)
- Cemeteries & Mausoleums
- Parking Structures & Lots

Existing Neighborhood, Small Area, Community, and/or Corridor Plans

The subject property is not located within the study area of a neighborhood, small area, community, or corridor plan adopted by the City of Columbia or Richland County.

PROPOSED ZONING DISTRICT SUMMARY

The parcel is currently zoned GC by Richland County. Surrounding parcels within the City of Columbia are currently zoned General Commercial (GC) to the West and Planned Development (PD) to the South. Surrounding parcels in unincorporated Richland County are currently zoned GC to the North and East.

The proposed City of Columbia zoning district is General Commercial (GC).

General Commercial District (GC)

The purpose of the General Commercial (GC) District is to provide lands that accommodate a broad range of nonresidential uses characterized primarily by retail, office, and service establishments. Development is primarily auto-oriented, serving isolated commercial areas outside of the activity centers. Allowed uses include personal services, retail sales, recreation/entertainment, commercial services, eating and drinking establishments, visitor accommodation, and vehicle sales and services.

STAFF RECOMMENDATION

Staff recommends the annexation of the property and the assignment of a future land use classification of Community Activity Corridor (AC-2) and zoning of General Commercial (GC) at the time of annexation.



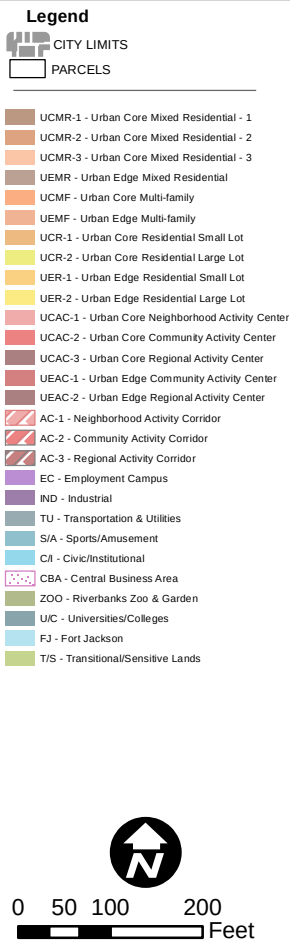
Future Land Use Map

Department of Planning & Development Services

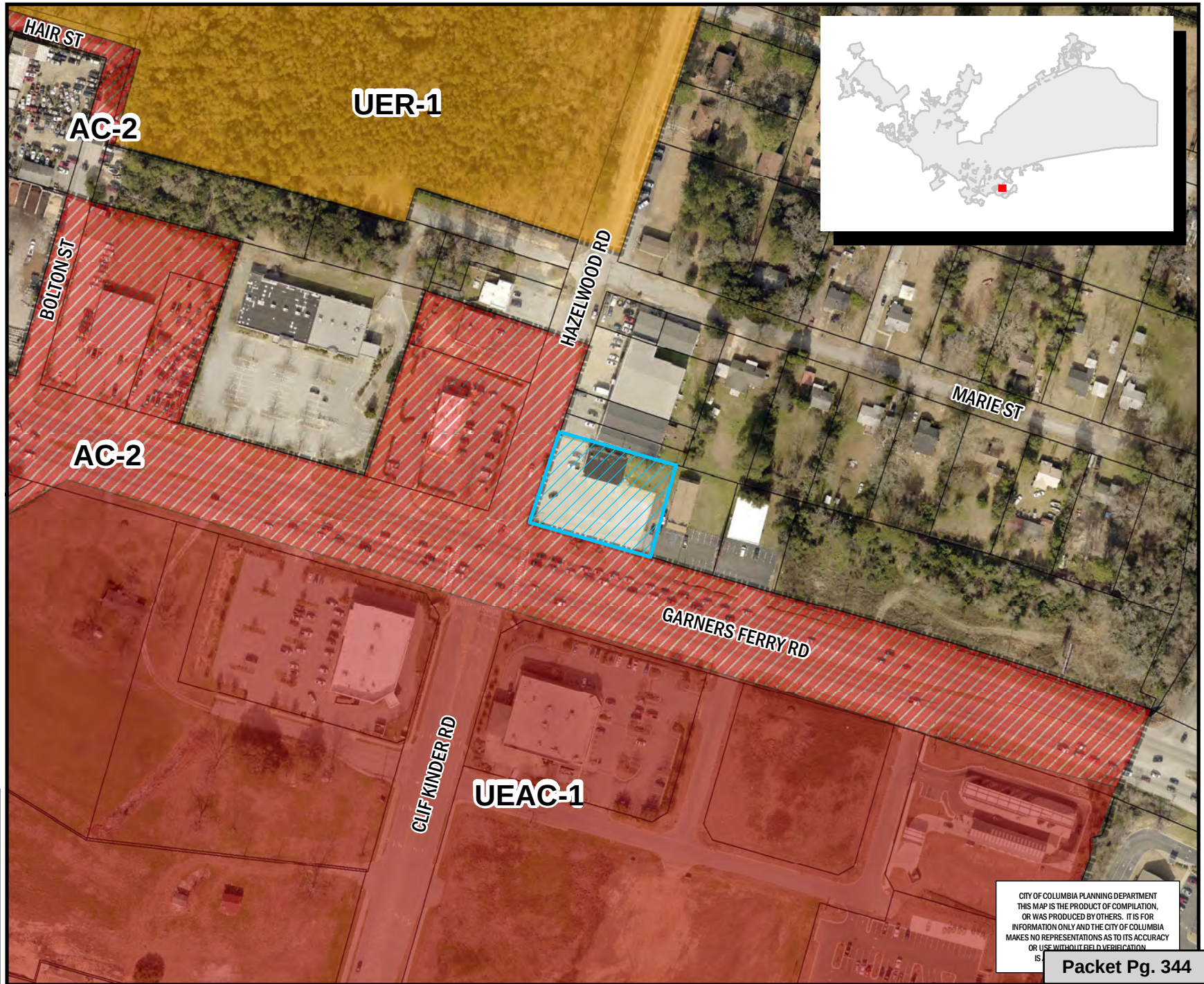
7800 Garners Ferry Road, TMS# 19102-05-12;

Current Rich. Co. FLU: Neighborhood (Medium Density), Proposed City FLU: AC-2

19.a



ORIGINAL PREPARATION/DATE:
This map was prepared by:
Shane Shaughnessy
Date: 6/9/2021



CITY OF COLUMBIA PLANNING DEPARTMENT
THIS MAP IS THE PRODUCT OF COMPILATION,
OR WAS PRODUCED BY OTHERS. IT IS FOR
INFORMATION ONLY AND THE CITY OF COLUMBIA
MAKES NO REPRESENTATIONS AS TO ITS ACCURACY
OR USE WITHOUT FIELD VERIFICATION.

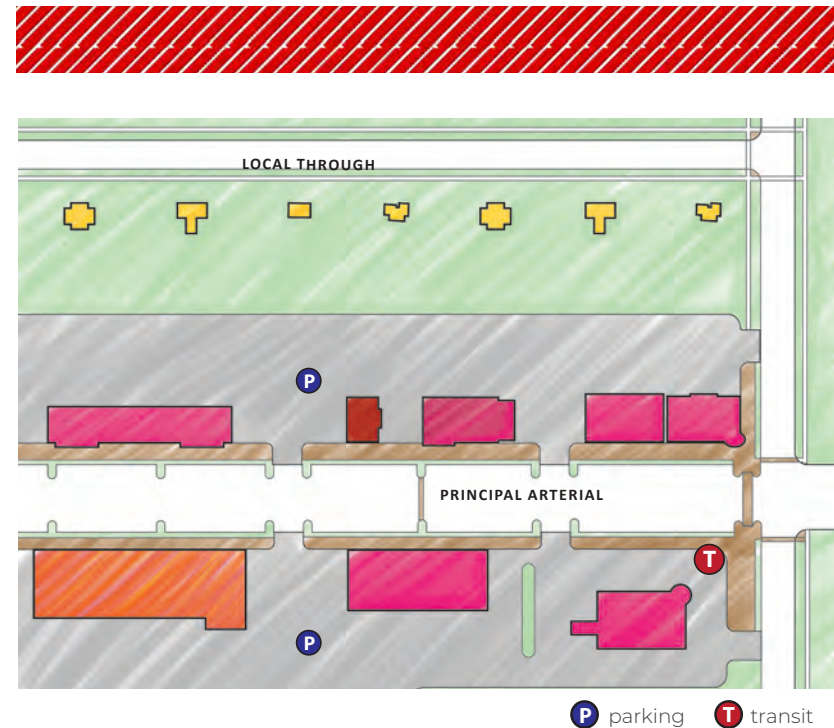
Packet Pg. 344

** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION

Development Types

COMMUNITY ACTIVITY CORRIDOR (AC-2)

Community Activity Corridors are a linear extension of a Community Activity Center. They contain nearly identical building types and uses to a Community Activity Center; the primary difference is the configuration of the lots and the lack of an internal subdivision or street network. Uses are built on frontage lots along principal and minor arterial roadways. They serve surrounding neighborhoods within a three-mile to five-mile drive and typically consist of a variety of commercial and service issues.



AC-2 BUILDING TYPES/LAND USES

PRIMARY TYPES

- Multi-family Mixed-use Small & Medium
- Business/Employment Small & Medium (excl. Flex)

SECONDARY TYPES

- Multi-family Small & Medium

TERTIARY TYPES

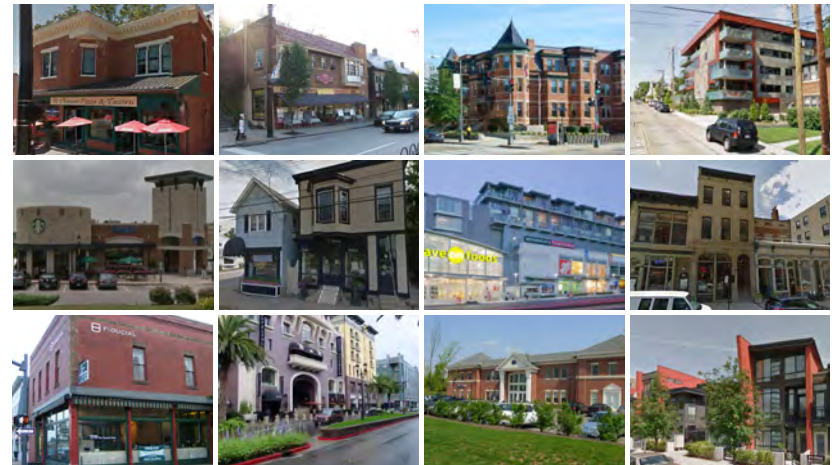
- Single-family Attached
- Civic/Institutional Small to Large
- Business/Employment Large (excl. Flex)
- Cemeteries & Mausoleums
- Parking Structures & Lots

See matrix for appropriate park/open space types.

Development Types

AC-2 DEVELOPMENT PATTERN/CONTEXT

- Streets are principal or minor arterial roads carrying high traffic volumes,
- Blocks are not the base component for this development type.
- Lots are large and adequately deep and wide to accommodate groups of smaller businesses or medium to larger format buildings with sufficient parking. Floor area ratios (FARs) are usually in the range of 0.2 to 0.25 for these corridors, but FARs of 3.0 or greater may be appropriate as infill and redevelopment occur.
- Buildings are oriented toward the street and may be located at the front of the lot, right behind the sidewalk, or setback with parking lots in front of the buildings. In new or redevelopment projects, setting the buildings close to the street is preferred with side or rear lots. Access to businesses should be provided from the sidewalk. Buildings may be out-lot, freestanding structures, or in attached strip mall-type structures.
- Designated off-street parking areas are typically located in front of or behind each building; corridors may also have on-street parking.
- These corridors are often located along transit routes, and sidewalks and bike lanes should be incorporated to allow safe access to businesses in corridors. An access management plan should be prepared for each activity corridor to promote safety for pedestrians, bicyclists, transit users, and motorists, as well as accessibility for all businesses.



- Open spaces are provided on individual lots in the form of perimeter plantings and buffer yards are typical.
- Consolidated architectural details and finishes are encouraged to create a cohesive appearance along corridors. Buildings are typically one to two stories.

Zoning Map

Department of Planning &
Development Services

7800 Garners Ferry Road, TMS# 19102-05-19.a
Current Rich. Co. Zoning: GC, Proposed Zoning: GC

RSF-3: Residential Single Family - Small Lot District

GC: General Commercial District

PD: Planned Development



0 40 80 160
Feet

ORIGINAL PREPARATION/DATE:
This map was prepared by:

Shane Shaughnessy
September 1, 2021

DISCLAIMER:
The City of Columbia Department of Planning and Development Services data represented on this map or plan is the product of compilation, as produced by others. It is provided for informational purposes only and the City of Columbia makes no representation as to its accuracy. Its use without field verification is at the sole risk of the user.



We Are Columbia



MARIST

HAZELWOOD RD

GARNERS FERRY RD

CLIFKINDER RD

Packet Pg. 347

** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION

ORDINANCE NO.: 2021-085

Annexing and Incorporating 0.69 acres, 29,000 square feet 7800 Garners Ferry Road, Richland County TMS# 19102-05-12 into Columbia Compass: Envision 2036 adopted by Ordinance No.: 2020-028 on August 4, 2020

WHEREAS, a proper petition has been filed with the City Council by one hundred (100%) percent of the property owners of the within described property under the provisions of South Carolina Ann. Sec. 5-3-150; and,

WHEREAS, it appears to City Council that the annexation of the property would be in the best interest of the property owners and the City of Columbia; and,

WHEREAS, City Council adopted Columbia Compass: Envision 2036 as the City of Columbia Comprehensive Plan by Ordinance No.: 2020-028 adopting Columbia Compass: Envision 2036 along with all the maps and policies contained therein, and amended from time to time, in accordance with the South Carolina Comprehensive Planning Act of 1994 (Title 6, Chapter 29 of the SC Code); NOW, THEREFORE,

BE IT ORDAINED by the Mayor and City Council of the City of Columbia, South Carolina this _____ day of _____, 2021, that the property described herein is hereby annexed to, incorporated into Columbia Compass: Envision 2036 adopted by Ordinance No.: 2020-028 on August 4, 2020, and becomes a part of the City of Columbia effective immediately. This property shall be assigned zoning of General Commercial (GC), apportioned to City Council District 3, Census Tract 116.08, contains 0.69 acres, 29,000 square feet, and shall be assigned a land use classification of Community Activity Corridor (AC-2).

PROPERTY DESCRIPTION: See Attached Exhibit "A"

Richland County TMS NO.: 19102-05-02

Also included in the territory hereby annexed are all contiguous portions of all public rights of way, streets and highways.

Requested by:

Assistant City Manager Gentry _____

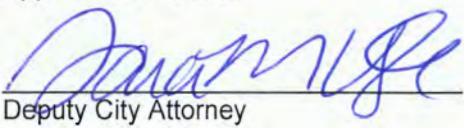
Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:


Deputy City Attorney

City Clerk

Introduced:

Final Reading:

ORDINANCE NO.: 2021-085
EXHIBIT "A"
PROPERTY DESCRIPTION

All that certain piece, parcel or lot of land with improvements thereon situate, lying and being near the City of Columbia, in the County of Richland, State of South Carolina, being shown and delineated as 0.69 acre, 29,000 square feet, TMS# 19102-05-12 on a plat prepared by Baxter Land Surveying Co., Inc. dated November 10, 2020; the plat being incorporated by reference for a more complete description of the property.

LEGAL DEPARTMENT DRAFT



CITY COUNCIL

November 9, 2021 at 2:00pm

Busby Street Community Center, 1735 Busby Street, Columbia SC 29202

ANNEXATION, COMPREHENSIVE PLAN MAP AMENDMENT, AND ZONING MAP AMENDMENT CASE SUMMARY

NX3900 River Drive a/k/a 3820 River Drive; TMS# 09103-05-09

Council District:	1
Proposal:	Request to annex the property and assign a land use classification of Urban Core Mixed Residential Type 2 (UCMR-2) and assign zoning of Employment Campus (EC) at the time of annexation. The property is currently classified as Mixed Use Corridor and zoned GC by Richland County.
Applicant:	Osama Khammash
Staff Recommendation:	Approval
PC Recommendation:	09/13/2021; Approval (6-0)
ZPH, 1 st Reading:	11/09/2021; Pending
2 nd Reading:	12/07/2021; Pending

CURRENT PARCEL CHARACTERISTICS/CONDITIONS

Acreage: 0.22 acres
Current Use: Commercial
Proposed Use: Commercial
Reason for Annexation: Municipal Services
Urban Service Area: Donut Hole- Primary
Current County Land Use Classification: Mixed Use Corridor
Proposed City Land Use Classification: Urban Core Mixed Residential Type 2 (UCMR-2)
Current County Zoning: General Commercial (GC)
Proposed City Zoning: Employment Campus (EC)
Census Tract: 105.02

DETERMINATION FOR CITY SERVICES

The following determination is an estimate of the benefits and costs associated with the annexation of the subject property:

Police

The Columbia Police Department does not object to this proposed annexation. This property is surrounded by the City and most of the business is already within the City limits. Annexation of this property would have a minimal impact on the Department.

Fire

The proposed annexation will not result in additional costs or impact services being provided by this department. Annexation would lower the ISO rating of this property to a Class 1 from a Class 2.

Solid Waste

This type of use is generally not served by the Solid Waste Division.

Engineering

Because water and sewer lines currently exist in this area, the Utilities and Engineering Division **will not incur any costs** associated with this annexation.

Water Customer Care

There are not currently any meters on this property and it is our understanding that there is no new development proposed for this site. Any proposed development on the annexed property would result in new customers, who will pay water and sewer rates approximately **40% lower** than out-of-city customers.

Planning & Development Services

We recommend approval of the annexation of this property, which is located within a Primary Donut Hole in the Urban Service Area plan. This parcel is currently utilized as a vehicular display area for a car lot; the remainder of the business is already inside the City, including the buildings on the adjacent lot. The estimated real estate tax revenue generated for the City would be **approximately \$170 per year**, based on the existing taxable value of this property.

* Estimated City Tax Revenue is based on **2020 millage** for real property and calculated as: $((\text{Taxable Value} \times \text{Tax Rate}) \times \text{City Millage Rate } (.0938))$. The actual additional taxes paid by the property owner will generally be substantially lower as some millage items do not apply to in-City properties, and an increased Local Option Sales Tax credit factor applies to in-City properties (an additional .002020 for the 2020 tax year).

PLANS, POLICIES, AND LAND USE

Urban Service Area

Subject property is in a “Donut Hole- Primary” as identified in the Urban Service Area Map

Principles and Goals of the Urban Service Area

The Urban Service Area identifies those areas the City of Columbia wishes to provide with urban services. Primary emphasis will be given to annexing developed areas adjoining the City limits and “islands” of unincorporated territory surrounded by the City. Primary, secondary, and long-range annexation priorities for specific areas may be identified. Secondary areas may include higher value properties which assist the City in achieving a more balanced economic base.

Donut Holes - Primary are the donut holes where services are readily available and the infrastructure is generally good. These services include fire, police, sanitation, and utilities.

Annexation within an area classified as *Donut Hole - Primary* is the highest priority. Barring unanticipated circumstances, annexation of these areas is recommended, and staff should work with individual property owners or neighborhoods/developments to encourage and expedite annexation.

Donut Holes are unincorporated areas that are completely surrounded by the City of Columbia and/or another municipality, or areas surrounded by the City of Columbia and a major geographical feature, such as a river. These areas pose a number of challenges to the City that can be addressed through annexation. Often, these are areas that were developed before the City or any municipality became adjacent, and may lack easy access to City utilities or other services.

Donut Holes can often cause inefficiencies in the delivery of services due to confusion about jurisdiction, and if the land is in a jurisdiction with a different approach to code enforcement, these areas can negatively impact the quality of life for adjacent City residents. Such inefficiencies can impact property owners and residents, both within and outside of the municipal boundaries, through confusion over services as well as added operational

costs to local government. This results in a greater financial impact to City residents, who pay both City and County taxes.

Comprehensive Plan Land Use Classification

The proposed future land use classification for the subject property is Urban Core Mixed Residential Type 2 (UCMR-2) in the *Columbia Compass: Envision 2036* Future Land Use Map. The property is currently designated as Mixed Use Corridor by Richland County.

Urban Core Mixed Residential Type 2 neighborhoods are appropriate in the central city, inner ring areas, and a couple of blocks off of major corridors throughout Columbia. This development type may represent existing and historic neighborhoods, and is a development form appropriate for medium to large scale redevelopment or infill sites. Traditional and contemporary architectural styles have a place in Urban Core Mixed Residential Type 2 neighborhoods, but scale is always important. Urban Core Mixed Residential Type 2 neighborhoods have smaller-scale residential buildings, with single-family homes being a dominant use. Urban Core Mixed Residential Type 2 will usually transition from Urban Core Mixed Residential Type 1 to Urban Core Residential as development moves further from main arterials and activity centers.

Primary Types

- Single-family Detached
- Single-family Attached
- Two-family
- Three-family

Secondary Types

- Multi-family Small

Tertiary Types

- Civic/Institutional Small
- Business/Employment Small (excl. Flex)

Existing Neighborhood, Small Area, Community, and/or Corridor Plans

The subject property is located within the study area of the *Broad River Neighborhoods Master Plan* (2006) adopted by Richland County. The plan's site analysis identifies the intersection of River and Gibson as an "important intersection" (Exhibit 3A), and the plan emphasizes the importance of a walkable neighborhood-friendly commercial district (Page 4-11), and identifies a gateway to the neighborhoods to be located across Gibson Street from the subject property (Exhibits 4A & 4B).

PROPOSED ZONING DISTRICT SUMMARY

The parcel is currently zoned GC by Richland County. Surrounding parcels within the City of Columbia are currently zoned Employment Campus (EC) to the West, North, and East and Light Industrial District (M-1) to the South.

The proposed City of Columbia zoning district is Employment Campus (EC).

Employment Campus District (EC)

The purpose of the Employment Campus (EC) District is to provide lands that accommodate a mix of employment, research and development, and light industrial development, with an expectation of high quality design, typically within a campus setting. Development allowed in the EC District includes office, institutional, light industrial, research, and similar employment uses. Allowed uses include trade schools, offices, research and medical laboratories, and medium-intensity manufacturing, as well as uses such as multifamily dwellings, restaurants, and retail sales and services that are supportive of principal employment-based uses.

STAFF RECOMMENDATION

Staff recommends the annexation of the property and the assignment of a future land use classification of Urban Core Mixed Residential Type 2 (UCMR-2) and zoning of Employment Campus (EC) at the time of annexation.

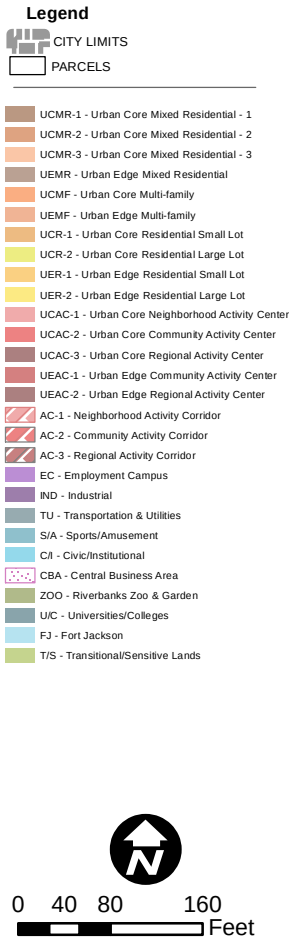


Future Land Use Map

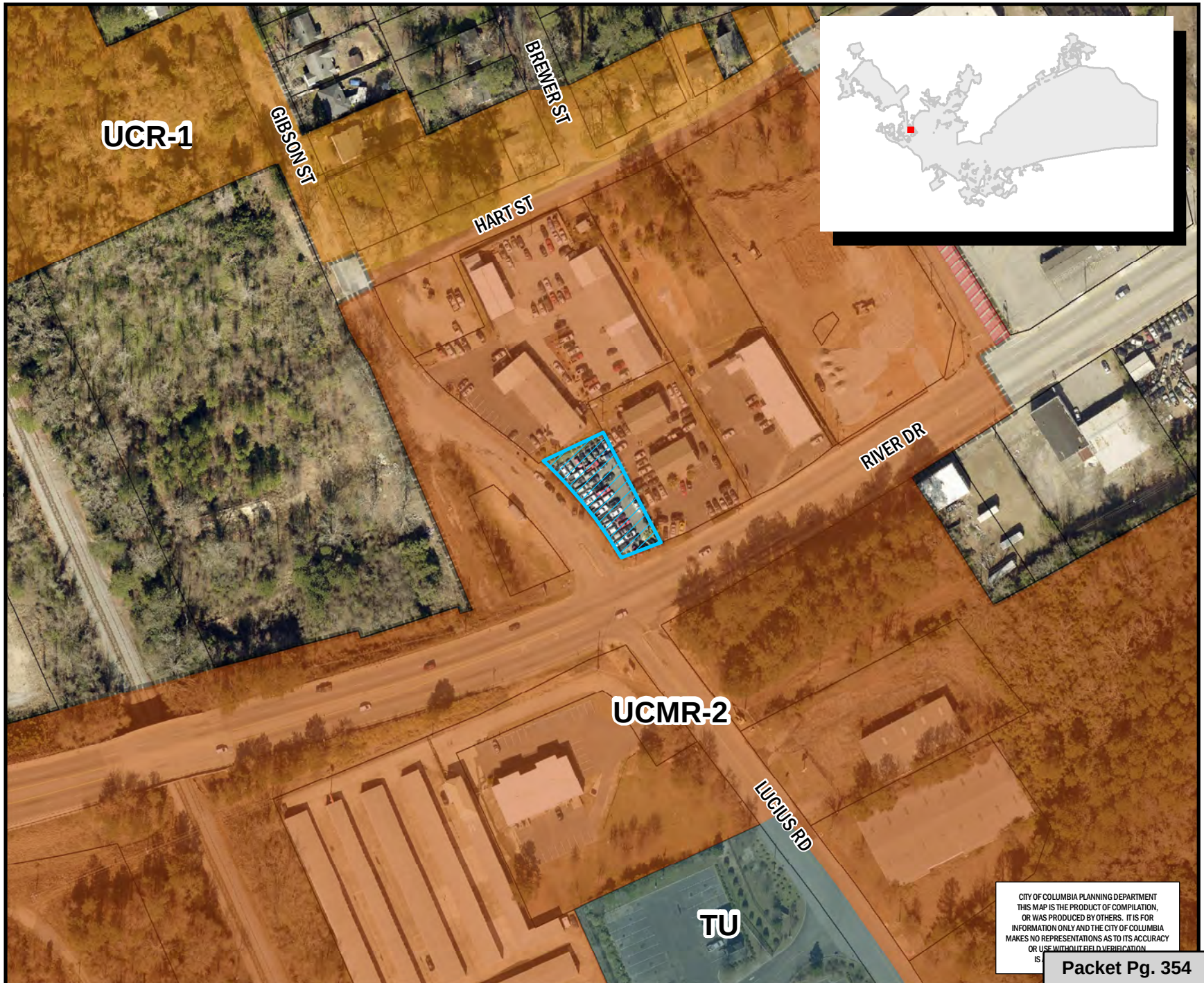
Department of Planning &
Development Services

NX3900 River Drive, TMS# 09103-05-09;
Current Rich. Co. FLU: Mixed Use Corridor, Proposed City FLU: UCMR-2

20.a



ORIGINAL PREPARATION/DATE:
This map was prepared by:
Shane Shaughnessy
Date: 6/9/2021



CITY OF COLUMBIA PLANNING DEPARTMENT
THIS MAP IS THE PRODUCT OF COMPILATION,
OR WAS PRODUCED BY OTHERS. IT IS FOR
INFORMATION ONLY AND THE CITY OF COLUMBIA
MAKES NO REPRESENTATIONS AS TO ITS ACCURACY
OR USE WITHOUT FIELD VERIFICATION
IS.

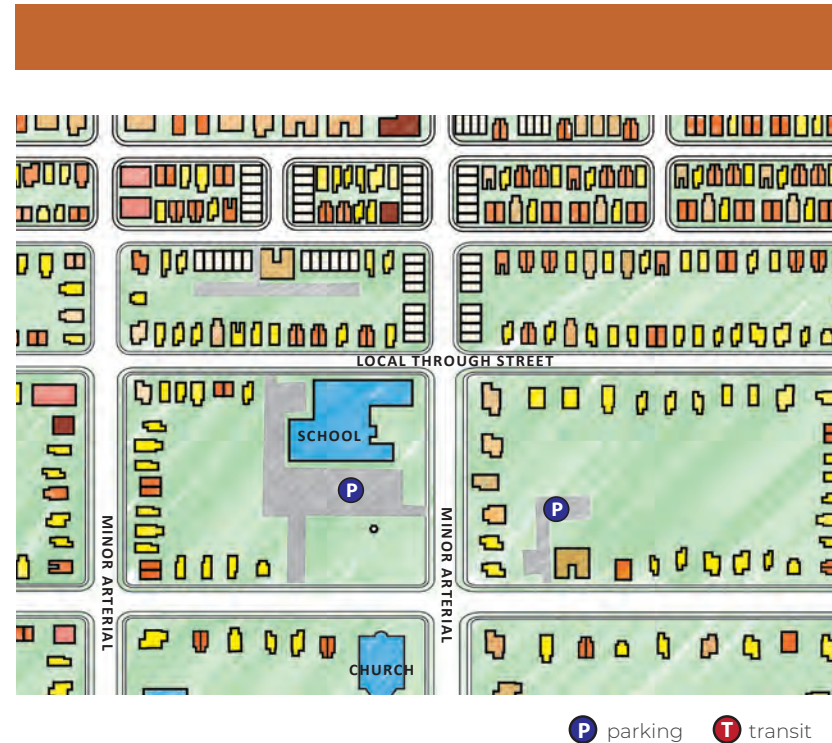
Packet Pg. 354

** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION

Development Types

URBAN CORE MIXED RESIDENTIAL TYPE 2 (UCMR-2)

Urban Core Mixed Residential Type 2 neighborhoods are appropriate in the central city, inner ring areas, and a couple of blocks off of major corridors throughout Columbia. This development type may represent existing and historic neighborhoods, and is a development form appropriate for medium to large scale redevelopment or infill sites. Traditional and contemporary architectural styles have a place in Urban Core Mixed Residential Type 2 neighborhoods, but scale is always important. Urban Core Mixed Residential Type 2 neighborhoods have smaller-scale residential buildings, with single-family homes being a dominant use. Urban Core Mixed Residential Type 2 will usually transition from Urban Core Mixed Residential Type 1 to Urban Core Residential as development moves further from main arterials and activity centers.



UCMR-2 BUILDING TYPES/LAND USES

PRIMARY TYPES

- Single-family Detached
- Single-family Attached
- Two-family
- Three-family

SECONDARY TYPES

- Multi-family Small

TERTIARY TYPES

- Civic/Institutional Small
- Business/Employment Small (excl. Flex)

See matrix for appropriate park/open space types.

Development Types

UCMR-2 DEVELOPMENT PATTERN/CONTEXT

- Streets and rights-of-way are wide and typically straight with wide sidewalks and tree lawns found on both sides of the street (preferred). An interconnected network of streets and small blocks, typically in a rectilinear or grid pattern, form walkable, pedestrian-oriented neighborhoods with sidewalks and on-street parking.
- Blocks are square or rectangular and are commonly smaller than the blocks in the urban core. Alleyways are not common but can be used in redevelopment or infill.
- The subdivision of lots is regular within a block with small, equally sized parcels, typically meeting mid-block. Multiple smaller lots are consolidated to accommodate larger buildings. Deeper lots are typically found along major roads.
- Buildings are set back from the street by small to medium front yards with front doors or entrances located on the main facade. Front yard setbacks are typically consistent along a block. Exceptions are for larger buildings like schools that occupy the majority of the block.
- Individual lots may have only one narrow side yard and have a zero lot line setback from the front or side property lines.
- Building types may be mixed on a block but setbacks are typically consistent and the scale of adjacent buildings is similar.
- Many lots have dedicated driveways and/or parking areas, such as surface parking, driveways, or detached garages, located in the interior of the block. On-street parking is also common.



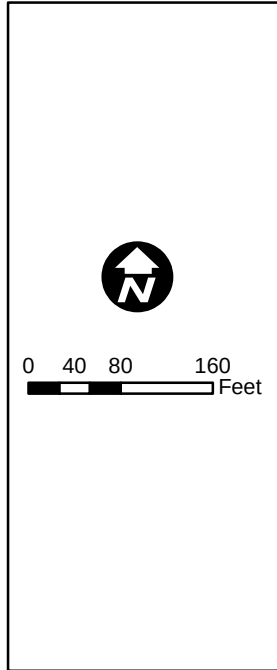
- Open spaces in the form of neighborhood parks, linear parks, and greens are important open space elements in a more densely developed neighborhood.
- Architectural detailing is human scale, shares many characteristics and proportions with single-family architecture, including frequent windows, front entrances, porches, stoops, and/or balconies. The majority of buildings are two to three stories.

Zoning Map

Department of Planning &
Development Services

NX3900 River Drive, TMS# 09103-05-09;
Current Rich. Co. Zoning: GC, Proposed Zoning: EC

20.a



ORIGINAL PREPARATION/DATE:
This map was prepared by:

Shane Shaughnessy
September 1, 2021

DISCLAIMER:

The City of Columbia Department of Planning and Development Services data represented on this map or plan is the product of compilation, as produced by others. It is provided for informational purposes only and the City of Columbia makes no representation as to its accuracy. Its use without field verification is at the sole risk of the user.



We Are Columbia



Packet Pg. 357

** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION

ORDINANCE NO.: 2021-084

Annexing and Incorporating 0.22 acres NX3900 River Drive, Richland County TMS# 09103-05-09 into Columbia Compass: Envision 2036 adopted by Ordinance No.: 2020-028 on August 4, 2020

WHEREAS, a proper petition has been filed with the City Council by one hundred (100%) percent of the property owners of the within described property under the provisions of South Carolina Ann. Sec. 5-3-150; and,

WHEREAS, it appears to City Council that the annexation of the property would be in the best interest of the property owners and the City of Columbia; and,

WHEREAS, City Council adopted Columbia Compass: Envision 2036 as the City of Columbia Comprehensive Plan by Ordinance No.: 2020-028 adopting Columbia Compass: Envision 2036 along with all the maps and policies contained therein, and amended from time to time, in accordance with the South Carolina Comprehensive Planning Act of 1994 (Title 6, Chapter 29 of the SC Code); NOW, THEREFORE,

BE IT ORDAINED by the Mayor and City Council of the City of Columbia, South Carolina this _____ day of _____, 2021, that the property described herein is hereby annexed to, incorporated into Columbia Compass: Envision 2036 adopted by Ordinance No.: 2020-028 on August 4, 2020, and becomes a part of the City of Columbia effective immediately. This property shall be assigned zoning of Employment Campus (EC), apportioned to City Council District 1, Census Tract 105.02, contains 0.22 acres, and shall be assigned a land use classification of Urban Core Mixed Residential Type 2 (UCMR-2).

PROPERTY DESCRIPTION: See Attached Exhibit "A"

Richland County TMS NO.: 09103-05-09

Also included in the territory hereby annexed are all contiguous portions of all public rights of way, streets and highways.

Requested by:

Assistant City Manager Gentry

Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:


Deputy City Attorney

City Clerk

Introduced:

Final Reading:

ORDINANCE NO.: 2021-084
EXHIBIT "A"
PROPERTY DESCRIPTION

All that certain piece, parcel or lot of land, with improvements thereon, if any, situate, lying and being near the City of Columbia, in the County of Richland, State of South Carolina, containing 0.22 acres, more or less, and shown and designated as block 05, lot 09 on Richland County Tax Map 09103. Said parcel having such boundaries and measurements as are shown on said tax map.

LEGAL DEPARTMENT DRAFT



CITY COUNCIL

November 9, 2021 at 2:00pm

Busby Street Community Center, 1735 Busby Street, Columbia, SC 29202

Major Amendment to a Planned Development Case Summary S/S Broad River Road, TMS# 05013-01-01 & 05009-02-52

Council District: 1

Proposal: Request to make a Major Amendment to a Planned Development (PD).

Applicant: Philip Reames, Great Southern Homes

Staff Recommendation: Approval

PC Recommendation: 10/04/2021; Approval (7-0)

ZPH, 1st Reading: 11/09/2021; Pending

2nd Reading: 12/07/2021; Pending

CURRENT PARCEL CHARACTERISTICS/CONDITIONS

Acreage: 14.4 acres
Current Use: Vacant land
Proposed Use: Single Family Residential
Land Use Classification: Urban Edge Mixed Residential (UEMR)
Current Zoning: Planned Development (PD)
Proposed Zoning: Planned Development (PD)

APPLICATION REQUEST

The applicant is requesting a Major Amendment to the Harbison Planned Development (PD) District to develop a 14.4 acre tract of land on the corner of Piney Woods Road and Broad River Road. This request will amend the land use of the parcels on the Harbison General Land Use Development Plan from “Unassigned Reserved” to “Res:12-18 DUA – RG2”. The development will consist of 74 townhome units with 4.29 acres of open space.

All other characteristics of the PUD and any applicable amendments will remain unchanged and any applicable city development codes shall apply.

PLANS, POLICIES, AND LAND USE

Columbia Compass: Envision 2036: Comprehensive Plan Land Use Classification

The subject property is currently designated Urban Edge Mixed Residential (UEMR) in the *Columbia Compass: Envision 2036* Future Land Use Map.

Urban Edge Mixed Residential neighborhoods are appropriate near the perimeter of the City or in the outer ring of neighborhoods. This development type primarily represents existing post-1940s subdivisions and the auto-oriented corridors associated with them. The pattern is also suitable for small to medium infill development within these areas. It is primarily characterized by individual subdivisions or neighborhoods with a specific street and block pattern adjacent to other subdivisions or neighborhoods with a different subdivision street and block pattern. Urban Edge Mixed Residential neighborhoods can accommodate a variety of housing types from detached single-family to multi-family complexes.

Primary Types:

- Single-family Detached

Secondary Types:

- Single-family Attached
- Two-family
- Three-family
- Multi-family Small and Medium

Tertiary Types

- Civic/Institutional Small
- Business/Employment Small (excl. Flex)
- Cemeteries & Mausoleums

Existing Neighborhood, Small Area, Community, and/or Corridor Plans

The subject property is not located within the study area of a current neighborhood, small area, community, or corridor plan adopted by the City of Columbia or Richland County.

PROPOSED ZONING DISTRICT SUMMARY

The subject property is currently zoned Planned Development (PD). The abutting properties in the City of Columbia are zoned Transitional/Conservation District (T/C) to the East. The abutting properties in unincorporated Richland County are zoned PDD to the North, East, South, and West.

The proposed zoning district is Planned Development (PD).

Planned Development District (PD)

The purpose of the Planned Development (PD) District is to encourage integrated and well-planned mixed-use development in locations throughout the City. A range of residential and nonresidential uses are allowed, with the intent of providing a variety of housing options and mutually-supportive nonresidential uses that serve the residents and the surrounding neighborhood. Substantial flexibility is provided, with an expectation that development quality will surpass what is otherwise achievable through the base zoning district. District standards shall support the efficient use of land and resources, protect natural features and the environment, promote greater efficiency in providing public facilities and infrastructure, and mitigate potential adverse impacts on surrounding development

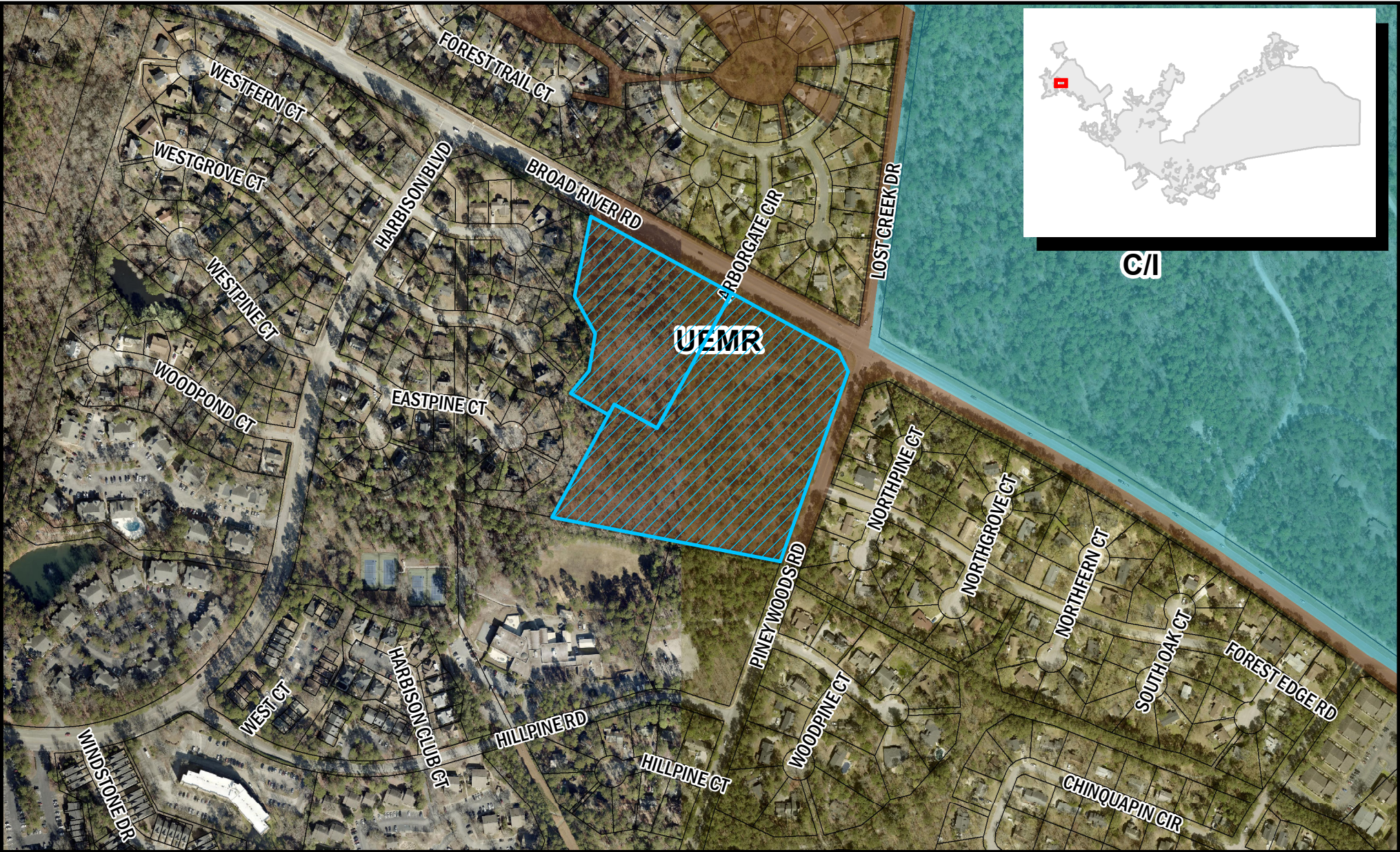
STAFF RECOMMENDATION

Staff recommends City Council grant the Major Amendment to the Planned Development.



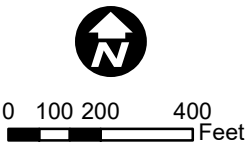
Future Land Use Map

S/S Broad River Road, TMS# 05013-01-01 and 05013-01-02
Current FLU: UEMR



Department of Planning & Development Services

ORIGINAL PREPARATION/DATE:
This map was prepared by:
Shane Shaughnessy
Date: 9/16/2021

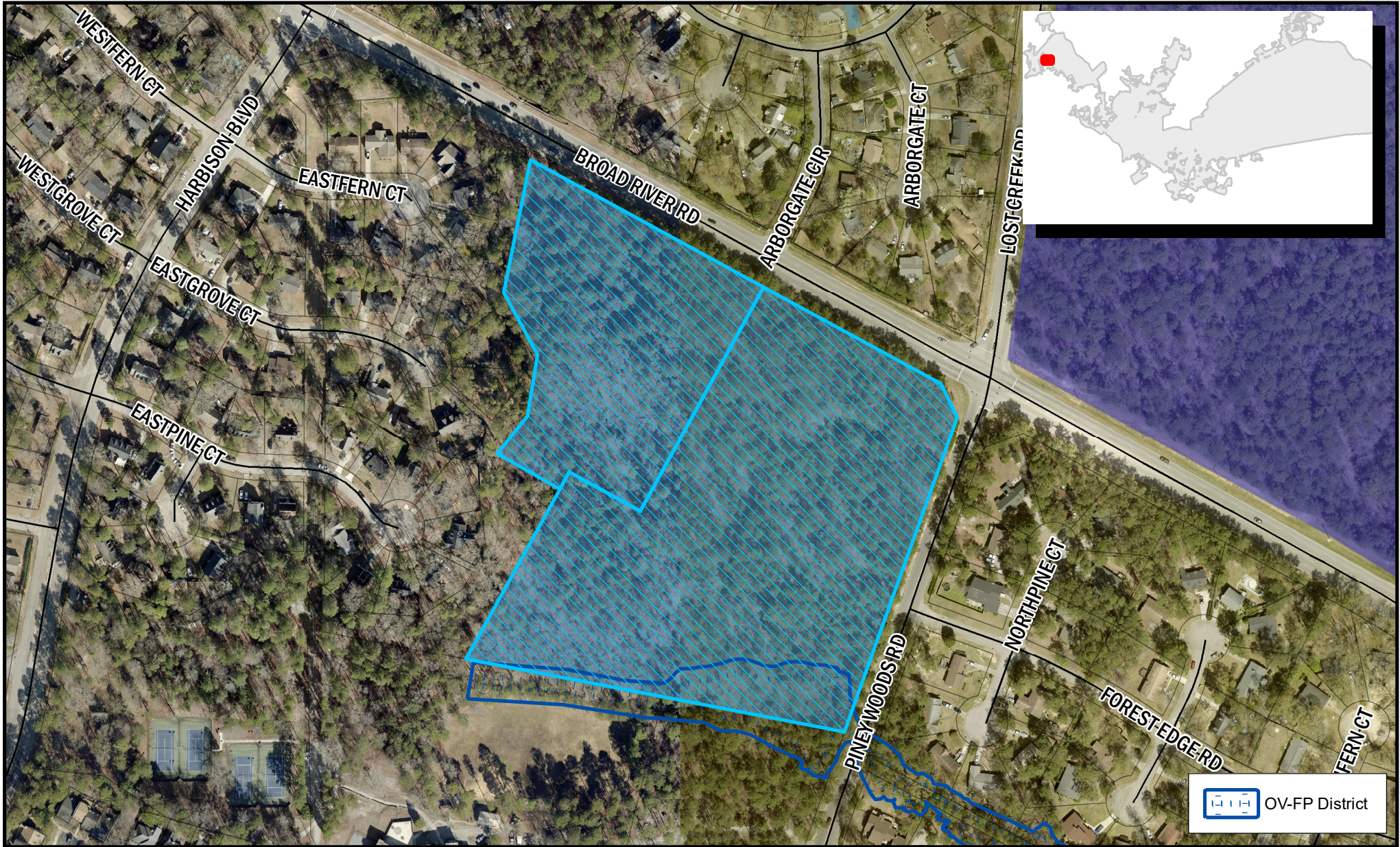


CITY OF COLUMBIA PLANNING DEPARTMENT
THIS MAP IS THE PRODUCT OF COMPILATION,
OR WAS PRODUCED BY OTHERS. IT IS FOR
INFORMATION ONLY AND THE CITY OF COLUMBIA
MAKES NO REPRESENTATIONS AS TO ITS ACCURACY
OR USE WITHOUT FIELD VERIFICATION.
IS A

** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION

Zoning Map

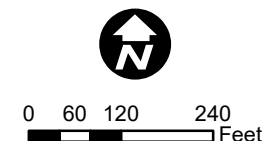
S/S Broad River Road, TMS# 05013-01-01 and 05009-02-52 **21.a**
 Proposed Zoning: Major Amendment to a Planned Development (PD)



Department of Planning &
 Development Services

ORIGINAL PREPARATION/DATE:
 This map was prepared by:

Shane Shaughnessy
 Date: 9/16/2021



DISCLAIMER:
 The City of Columbia Department of Planning and Development Services data represented on this map or plan is the product of compilation, as produced by others. It is provided for informational purposes only and the City of Columbia makes no representation as to its accuracy. Its

Packet Pg. 364



CITY COUNCIL

November 9, 2021 at 2:00pm

Busby Street Community Center, 1735 Busby Street, Columbia, SC 29202

AMENDMENTS TO THE UNIFIED DEVELOPMENT ORDINANCE

Update Text

Proposal: Amendments to the text of Chapter 17 of the Columbia Code of Ordinances entitled “Unified Development Ordinance of the City of Columbia, South Carolina”

Applicant: Rachel Bailey, Zoning Administrator

Staff Recommendation: Approval

PC Recommendation: 10/04/2021; Approval (7-0)

ZPH, 1st Reading: 11/09/2021; Pending

2nd Reading: 12/07/2021; Pending

DETAIL

The Unified Development Ordinance was adopted by City Council on August 20, 2019 and took effect on August 30, 2021. As expected, staff has found some areas that need to be further developed as well as certain items that were omitted from the text. Staff is proposing amendments to correct omissions and to clarify and streamline existing sections.

The requested amendments are as follows:

- Article 2
 - o Add Bailey Bill
 - o Clarify rezoning requirements
 - o Clarify “Site Improvements” for Certificates of Design Approval
- Article 3
 - o Adjust front yard setback requirement for MU-2
 - o Adjust side yard setback for CAC and RAC
- Article 4
 - o Permit single-family detached in NAC
 - o Add conditional approval language for Recreation Facility, Indoor, Not Elsewhere Listed to add separation between residential properties and fitness centers that allow for outdoor fitness and/or permit the dropping or slamming of weights
 - o Allow Recreation Facility, Indoor, Not Elsewhere Listed in LI
 - o Adjust floor area requirements for Accessory Dwelling Units
 - o Remove permitted signage allowance from Home Occupation standards
- Article 5
 - o Adjust bicycle parking standards to better align with each specific use and to provide maximums

- A number of amendments are within **17-5.3 Landscaping**. The amendments are meant to better explain requirements or to remove repetitive language. Information on the Columbia Landscaping and Tree Fund is returned and streamlined in this section.
- Amend language pertaining to prohibited signage and requiring removal of only non-conforming sign support structures that have not supported a display surface area for any period of 12 consecutive months and sign copy that no longer relates in its subject matter to activities on-site.
- Add MU-1 and MU-2 to Signage Tables
- Correct scrivener's error in Table 17-5.11(D)(4) under Green Building Point System
- Article 7
 - Clarify Certificate of Zoning Compliance process for Nonconformities
 - Change "fair market value" to "taxable value"
 - Add note to Table 17-7.6(B) Required Additional Nonconforming Site Feature Compliance for Alterations
- Article 9
 - Clarify measurement of secondary front yard setback on corner lots and explain through lots
 - Definitions added to clarify and provide guidance on landscaping terminology
- Appendix C
 - Update Type 3 Landmarks

STAFF RECOMMENDATION

Staff recommends City Council approve the request.

AMENDING**Article 4: Use Regulations****Sec. 17-4.3(d)(1): Accessory Uses and Structures/Standards for
Specific Accessory Uses and Structures/Accessory Dwelling Unit**

SUMMARY: Increases the permitted square feet of an Accessory Dwelling Unit.

Article 4: Use Regulations**Sec. 17-4.3. Accessory Uses and Structures****(d) Standards for Specific Accessory Uses and Structures**

- d. A manufactured home or recreational vehicle, travel trailer, camper, or similar vehicle shall not be used as an accessory dwelling unit.
- e. The floor area of an accessory dwelling unit shall be no more than the lesser of ~~800~~ 1,000 square feet or ~~35~~ 50 percent of the floor area of the principal dwelling unit (excluding carports, garages, and unfinished basements).
- f. An accessory dwelling unit shall:
 - 1. Have the same street address and mailbox as the principal dwelling
 - 2. Not be subdivided or otherwise segregated in ownership from the principal single-family dwelling unit.
 - 3. Use the same water, sanitary sewer, gas, and electric utilities as the principal dwelling.
 - 4. Use the same driveway as the principal dwelling, unless it is accessed from a right-of-way not used by the principal use (e.g., a rear alley or separate street access on a corner or through lot).
 - 5. Maintain the architectural design, style, appearance and character of the principal dwelling by incorporating design elements of the principal residence like compatible materials, similar façade treatment, colors, window style/treatment and roof design and pitch.
- g. Only one kitchen is allowed per accessory dwelling unit.
- h. At least one off-street parking space shall be provided in addition to those required for the primary dwelling.
- i. An accessory dwelling unit shall not be leased or rented for tenancies of less than 30 days.
- j. Accessory dwelling units shall not count toward the maximum density standards.
- k. Home occupations are not allowed in accessory dwelling units.

(2) Automated Teller Machine (ATM)

- a. An ATM designed for walk-up use and located in the exterior wall of a building or within a parking area shall be designed to avoid obstructions to pedestrian movement along sidewalks, through public use areas, or between parking areas and building entrances, or vehicular movement in front of buildings or through parking areas.
- b. If an ATM is designed for use by customers in their vehicles, it shall comply with the accessory use standards (including zones where permitted) in Sec. 17-4.3(d)(4), Drive-through Facility.

(3) Community Garden

A community garden as an accessory use shall comply with the standards in Sec. 17-4.2(c)(4)a.1, Community Garden.

AMENDING**Article 2: Administration****Sec. 17-2.5. Application-Specific Review Procedures and Decision Standards (y) Bailey Bill – Special Tax Assessment Created**

SUMMARY: *Reinstates Bailey Bill provisions that were omitted from new text.*

e. Appeal

Optional (see Sec. 17-2.4(j), Appeal).

(4) Interpretation – Land Development (Subdivision) Standards**a. Text Provisions**

Interpretation of the provision's text and its application shall be based on Sec. 17-9.1, General Rules for Construction and Interpretation, Sec. 17-1.6, Relationship with Other Laws, Covenants, or Deeds, and considerations including, but not limited to, the following:

- (i) The plain meaning of the provision's wording, considering any terms specifically defined in Sec. 17-9.4, Definitions, and the common and accepted usage of terms; and
- (ii) The purpose of the provision, as indicated by:
 - (a) Any purpose statement in the section(s) where the text is located;
 - (b) The provision's context and consistency with surrounding and related provisions;
 - (c) Any legislative history related to the provision's adoption;
 - (d) The general purposes served by this Ordinance, as set forth in Sec. 17-1.3, General Purpose and Intent; and
 - (e) The Comprehensive Plan.

b. Conditions of Approval

Interpretation of conditions of approval included in development approvals and permits approved in accordance with the procedures and standards of this Ordinance shall consider the review standards for the particular development approval or permit, the record of the meeting(s) and hearing(s) where the approval was made, and other relevant parts of the record of the approval.

(5) Official Record of Interpretation

The LDA shall maintain a record of formal written interpretations rendered by the LDA, which shall be available, upon reasonable request and during normal business hours, in the LDA's office.

(y) Bailey Bill – Special Tax Assessment Created**a. Purpose**

It is the purpose of this division to:

- (i) Encourage the restoration of historic properties;
- (ii) Promote community development and redevelopment;
- (iii) Encourage sound community planning; and

Article 2: Administration**Sec. 17-2.5. Application-Specific Review Procedures and Decision Standards****(y) Bailey Bill – Special Tax Assessment Created**

(iv) Promote the general health, safety, and welfare of the community.

b. Eligible Properties

In order to be eligible for the special tax assessment, historic properties must received preliminary and final certification.

(i) To receive preliminary certification a property must meet the following conditions:

(a) The property has received historic designation.

(b) The proposed rehabilitation work receives approval from the Design/Development Review Commission (DDRC).

(ii) To received final certification, a property must have met the following conditions:

(a) The property has received preliminary certification.

(b) The minimum expenditures for rehabilitation were incurred and paid.

(c) The completed rehabilitation received approval from the secretary to the DDRC as being consistent with the plans approved by DDRC as part of preliminary certification

c. Historic Designation

As used in this section, “Historic Designation” means the property maintains one or more of the following:

(i) The property is listed on the National Register of Historic Places either individually or as a contributing property in a district.

(ii) The property is at least 50 years old and is an individual landmark or a contributing property in an OV-HP district.

d. Eligible Rehabilitation

To be eligible for the special tax assessment, historic rehabilitations must be appropriate for the historic building and the historic district in which it is located.

(i) Standards for rehabilitation work:

(a) The historic character of a property shall be retained and preserved; the removal of historic materials or alterations of features and spaces that characterize each property shall be avoided.

(b) Each property shall be recognized as a physical record of its time, place and use; changes that create a false sense of historical development shall not be undertaken.

(c) Most properties change over time; those changes that have

acquired historic significance in their own right shall be retained and preserved.

- (d) Distinctive features, finishes, and construction techniques or examples of craftsmanship that characterize a property should be preserved.
 - (e) Deteriorated historic features shall be repaired rather than replaced; where the severity of deterioration requires replacement of a distinctive feature, the new should match the old in design, color, texture, and other visual qualities and, where possible, materials; replacement of missing features shall be substantiated by documentary, physical, or pictorial evidence.
 - (f) Chemical or physical treatments, such as sandblasting, that cause damage to historic materials shall not be used; the surface cleaning of structures, if appropriate, shall be undertaken using the gentlest means possible.
 - (g) New additions, exterior alterations, or related new construction shall not destroy historic materials that characterize the property; the new work shall be differentiated from the old and shall be compatible with the massing, size, scale, and architectural features to protect the historic integrity of the historic property and its environment.
 - (h) New additions and adjacent or related new construction shall be undertaken in such a manner that if removed in the future, the essential form and integrity of the historic property and its environment would be unimpaired.
- (ii) Work to be reviewed:
- (a) Repairs to the exterior of the designated building.
 - (b) Alterations to the exterior of the designated building.
 - (c) New construction on the property on which the building is located.
 - (d) Alterations to interior primary public spaces.
 - (e) Any remaining work where the expenditures for such work are being used to satisfy the minimum expenditures for rehabilitation.
- (iii) Minimum expenditures for rehabilitation means the owner or the owner's estate rehabilitates the building, with expenditures for rehabilitation exceeding 20 percent of the fair market value of the building. Fair market value means the appraised value as certified to the DDRC by a real estate appraiser licensed by the State of South Carolina, the sales price as delineated in a bona fide contract of sale within 12 months of the time it is submitted, or the most recent appraised value published by the Richland County Tax

Article 2: Administration**Sec. 17-2.5. Application-Specific Review Procedures and Decision Standards****(y) Bailey Bill – Special Tax Assessment Created**

Assessor.

(iv) Expenditures for rehabilitation means the actual cost of rehabilitation relating to one or more of the following:

(a) Improvements located on or within the historic building as designated.

(b) Improvements outside of but directly attached to the historic building which are necessary to make the building fully useable (such as vertical circulation) but shall not include rentable/habitable floorspace attributable to new construction.

(c) Architectural and engineering services attributable to the design of the improvements.

(d) Costs necessary to maintain the historic character or integrity of the building.

(v) The special tax assessment may apply to the following:

(a) Structure(s) rehabilitated.

(b) Real property on which the building is located.

(vi) To be eligible for the special tax assessment, rehabilitation must be completed within two years of the preliminary certification date. If the project is not complete after two years, but the minimum expenditures for rehabilitation have been incurred, the property continues to receive the special assessment until the project is completed or until the end of the special assessment period, whichever shall first occur.

e. Process

(i) There is a fee of \$150.00 required for final certification for each application for review of rehabilitation work of single-family and/or duplex structures and \$300.00 for all other structures. Fees are payable to the City of Columbia, and final certification will not be given without payment of this fee.

(ii) Owners of property seeking approval of rehabilitation work must submit a rehabilitation historic property application with supporting documentation and application fee prior to beginning work.

(iii) Upon receipt of the completed application, the proposal shall be placed on the next available agenda of the DDRC to determine if the project is consistent with the standards for rehabilitation. After the DDRC makes its determination, the owner shall be notified in writing. Upon receipt of this determination the owner may:

- (a) If the application is approved, begin rehabilitation;
- (b) If the application is not approved, he may revise such application in accordance with comments provided by the DDRC.
- (iv) Once preliminary certification is granted to an application, substantive changes must be approved by the DDRC. Unapproved substantive changes are conducted at the risk of the property owner and may disqualify the project from eligibility. Additional expenditures will not qualify the project for an extension on the special assessment.
- (v) Upon completion of the project, the project must receive final certification in order to be eligible for the special assessment. The secretary to the DDRC will inspect completed projects to determine if the work is consistent with the approval granted by the DDRC. Final certification will be granted when the completed work meets the Standards and verification is made that expenditures have been made. Upon receiving final certification, the property will be assessed for the remainder of the special assessment period on the fair market value of the property at the time the preliminary certification was made or the final certification was made, whichever occurred earlier.
- (vi) For the remainder of the special assessment period after final certification, the property owner shall notify the DDRC of any additional work, other than ordinary maintenance. The DDRC will review the work at a regularly scheduled hearing and determine whether the overall project is consistent with the standards for rehabilitation. If the additional work is found to be inconsistent the property owner may withdraw his request and cancel or revise the proposed additional work.
- (vii) When the property has received final certification and has been assessed as rehabilitated historic property, it remains so certified and must be granted the special assessment until the property becomes disqualified by any one of the following:
 - (a) Written notice from the owner to the DDRC and the auditor requesting removal of the preferential assessment;
 - (b) Removal of the historic designation by City Council; or
 - (c) Rescission of the approval of rehabilitation by the DDRC because of alterations or renovation by the owner or the owner's estate which causes the property to no longer possess the qualities and features which made it eligible for final certification.
- (viii) The City shall, upon final certification of a property, notify the Richland County Assessor, Auditor and Treasurer that such property has been duly certified and is eligible for the special tax

Article 2: Administration

Sec. 17-2.5. Application-Specific Review Procedures and Decision Standards

(y) Bailey Bill – Special Tax Assessment Created

assessment.

- (ix) If an application for preliminary or final certification is filed by May 1 or the preliminary or final certification is approved by August 1, the special assessment authorized herein is effective for that year. Otherwise, it is effective beginning with the following year.
- (a) The special assessment only begins in the current or future tax years as provided for in this section. In no instance may the special assessment be applied retroactively.
- (x) Once the DDRC has granted the special property tax assessments authorized herein, the owner of the property shall make application to the Richland County Auditor for the special assessment provided for herein.

AMENDING**Article 5: Development Standards****TABLE 17-5.2(I)(1)B: BICYCLE PARKING STANDARDS IN THE
MU-1, MU-2, DAC, NAC, CAC, RAC, AND MC DISTRICTS**

SUMMARY: *Reduces required bicycle parking for certain uses and eliminates requirements for other uses.*

Article 5: Development Standards

Sec. 17-5.2. Off-Street Parking, Bicycle Parking, and Loading

(i) Bicycle Parking Standards

TABLE 17-5.2(I)(1)B: BICYCLE PARKING STANDARDS IN THE MU-1, MU-2, DAC, NAC, CAC, RAC, AND MC DISTRICTS		
PRINCIPAL USE TYPE	REQUIRED BICYCLE PARKING SPACES [3][4]	
	SHORT-TERM [1] [2]	LONG-TERM [2]
Residential Uses		
Dwelling, Multifamily	1 for every 20 dwelling units	1 for every 4 dwelling units
Dormitory, private	1 for every 16 bedrooms	1 for every 4 bedrooms
Fraternity or sorority house	1 for every 16 bedrooms	1 for every 4 bedrooms
Rooming house or boardinghouse	No minimum	1 for every 10 required automobile parking spaces
Use type in the Residential Uses classification not elsewhere listed	No minimum	No minimum
Public, Civic, and Institutional Uses		
Correctional facility	2 <u>No Minimum</u>	1 for every 20,000 gsf <u>No Minimum</u>
Place of worship	1 for every 1,500 gsf of assembly area	1 for every 15 employees <u>No Minimum</u>
Use type in the Community Service Uses category not elsewhere listed	1 for every 2,000 gsf	1 for every 6,000 gsf
Elementary, middle, or high school	1 for every 10 students of planned capacity <u>2 classrooms</u>	1 for every 10 employees plus 1 for every 20 students of planned capacity <u>additionally for high schools, 1 for every 50 students of planned capacity, with a maximum of 20 required spaces</u>
Park and ride	1 for every 50 required automobile parking spaces	1 for every 10 required automobile parking spaces
Parking lot (as a principal use)	1 for every 10 automobile parking spaces <u>50% of automobile parking spaces</u>	1 for every 20 automobile parking spaces, with a minimum of 4 and a maximum of 40 <u>20</u> required spaces
Parking structure (as a principal use)	2	1 for every 20 automobile parking spaces, with a minimum of 6 and a maximum of 40
Passenger terminal, surface transportation	1 for every 50 projected a.m. peak period daily riders	1 for every 10 projected a.m. peak period daily riders
Airport	No minimum	No minimum
Railroad facility	No minimum	No minimum
Utility facility, minor	No minimum	No minimum
Use type in the Public, Civic, and Institutional Uses classification not elsewhere listed	1 for every 10,000 gsf	1 for every 20,000 gsf
Commercial Uses		
Use type in the Animal Care Uses category	2	2 <u>No Minimum</u>
Bank	2	1 for every 10,000 <u>20,000</u> gsf
Use type in the Eating or Drinking Establishment Uses category	1 for every 2,000 gsf	1 for every 10,000 gsf
Amusement park	8 for every acre	2 for every per acre

Article 5: Development Standards

Sec. 17-5.2. Off-Street Parking, Bicycle Parking, and Loading

(i) Bicycle Parking Standards

TABLE 17-5.2(I)(1)B: BICYCLE PARKING STANDARDS IN THE MU-1, MU-2, DAC, NAC, CAC, RAC, AND MC DISTRICTS		
PRINCIPAL USE TYPE	REQUIRED BICYCLE PARKING SPACES [3][4]	
	SHORT-TERM [1] [2]	LONG-TERM [2]
Arena, stadium, or outdoor theater	1 for every 40 seats plus 1 for every 3,000 gsf of non-seated assembly area	1 for every 10,000 gsf, <u>maximum of 10</u>
Performing arts center	1 for every 40 <u>100</u> seats, <u>maximum of 10</u>	1 for every 10,000 gsf, <u>maximum of 10</u>
Recreation facility, indoor, not elsewhere listed	1 for every 40 seats plus 1 for every 3,000 gsf of non-seated assembly area <u>3,000 gsf, maximum of 10</u>	1 for every 10,000 gsf
Recreation facility, outdoor, not elsewhere listed	1 for every 40 seats plus 1 for every 3,000 gsf of non-seated assembly area	1 for every 10,000 gsf of assembly area
Use type in the Retail Sales Uses category	1 for every 2,000 gsf, <u>maximum of 20</u>	1 for every 10,000 gsf
Use type in the Vehicle Sales and Services Uses category	2	1 for every 10,000 gsf <u>No Minimum</u>
Use type in the Visitor Accommodations Uses category	2	1 for every 20 lodging units
Use type in the Commercial Uses classification not elsewhere listed	1 for every 5,000 gsf	1 for every 10,000 gsf
Agricultural Uses		
Use type in the Agricultural Uses use classification	No minimum	No minimum
Industrial Uses		
Use type in the Manufacturing Uses category	No minimum	1 per 40,000 gsf <u>No Minimum</u>
Use type in the Industrial Uses classification not elsewhere listed	No minimum	No minimum
NOTES:		
[1] Unless otherwise specified, a minimum of two short-term parking spaces are required		
[2] The required number of spaces shall be based on any portion of the base number rounded up (for example, a multi-family development with 17 units would have to provide 5 long-term parking spaces).		
[3] "No minimum" indicates that no bicycle parking spaces are required.		
[4] Spaces listed are the minimum number of spaces unless otherwise specified.		

(2) Reduction Based on Alternative Bicycle Parking Plan

The Zoning Administrator may authorize up to a 25 percent reduction in the minimum number of bicycle parking spaces required by Table 17-5.2(i)(1)b: Bicycle Parking Standards in the MU-1, MU-2, DAC, NAC, CAC, RAC, and MC Districts, if the applicant submits an alternative bicycle parking plan that:

- a. Demonstrates the demand and need for bicycle parking on the site is less than required by this section because of the site's location, the site design, proximity to transit, or other factors; or

AMENDING**Article 3: Zoning Districts****Sec. 17-3.3. Mixed-Use, Activity Center, and Corridor Base Zoning Districts (f) CAC: Community Activity Center/Corridor District, (3) Intensity and Dimensional Standards, Side Yard Setbacks**

Summary: Permit reduced minimum side yard setbacks

Article 3: Zoning Districts**Sec. 17-3.3. Mixed-Use, Activity Center, and Corridor Base Zoning Districts****(f) CAC: Community Activity Center/Corridor District****(f) CAC: Community Activity Center/Corridor District****(1) Purpose**

The purpose of the Community Activity Center/Corridor (CAC) District is to provide lands that accommodate moderate-density, walkable, and medium-scale mixed-use development, and commercial development that serves multiple neighborhoods. Some auto-oriented uses are allowed, but the design and location of those uses must be compatible with and support pedestrian-oriented development. Allowed uses include live/work and multi-family dwellings, mixed-use, offices, recreation/entertainment, cultural facilities, restaurants, and drinking establishments.

**(2) Use Standards**

Allowed uses and use-specific standards for principal, accessory, and temporary uses are established in Article 4: Use Regulations.

(3) Intensity and Dimensional Standards

Standard	Multi-family and Mixed-Use	All Other Uses
Lot Area, min. (sf.)	10,000	5,000
1 Lot Width, min. (ft.)	75	50
Lot Coverage, max. (% of site area)	N/A	
Density, max. (du/acre)	N/A	
2 Front Yard Setback, (ft.)	Min.	5 [1]
	Max.	15 [1]
3 Side Yard Setback, min. (ft.)	<u>0 to</u> 5	
4 Rear Yard Setback, min. (ft.)	20	
5 Building Height, max. (ft.)	75	

Notes: ft. = feet sf. = square feet du. = dwelling unit

[1] In lieu of this standard, the Zoning Administrator may approve a front yard setback that is within 90 percent and 110 percent of the average front yard setback for properties on the same block face, if more than 50 percent of the lots on the block face have buildings.

AMENDING**Article 2: Administration****Sec. 17-2.5. Application-Specific Review Procedures and Decision Standards (g) Certificate of Design Approval – Historic Districts and Landmarks**

Summary: Clarify elements included in definition of Site Improvement

- (iv) Additions or enclosures to buildings and new structures in rear areas of property that are minimally visible from the street;
- (v) Alterations of exterior appearance or materials to noncontributing or non-historic buildings in historic districts;
- (vi) Signage for buildings in all historic districts except those that are individually designated as landmarks;
- (vii) Demolition or relocation of noncontributing buildings in historic districts;
- (viii) Fences and walls in Protection Areas, Architectural Conservation Districts, Landmark Districts, and Historic Commercial Districts;
- (ix) Site improvements, to include all or any of the paving, steps, fencing, masonry walls, driveways, and parking areas for contributing buildings in historic districts;
- (x) The removal, replacement, or alteration of a non-original feature with a feature consistent with the standards and guidelines for the district and appropriate to the building's period or style of construction;
- (xi) New construction of a shed or outbuilding that is less than 240 square feet;
- (xii) Demolition of a contributing building that has been catastrophically damaged by a fire or other disastrous event;
- (xiii) Alterations or new construction to meet ADA or accessibility requirements;
- (xiv) Reconstruction of any exterior architectural feature that is missing or damaged and can be verified as original or as having reached architectural significance as verified by documentary evidence; and
- (xv) Minor alterations to an individual landmark or a contributing building in a historic district that comply with the guidelines or standards for that building or site.

b. Major Certificate

An application for a Major Certificate of Design Approval – Historic Districts and Landmarks shall be reviewed and decided in accordance with Sec. 17-2.5(g)(5), Procedure for Major Certificate of Design Approval – Historic Districts and Landmarks, for any development not listed in subsection a above or exempted in accordance with Sec. 17-2.5(g)(2)c above, including, but not limited to, the following activities:

- (i) Repairs to individually designated landmarks which utilize large quantities of replacement material;

AMENDING**Article 9: Definitions and Rules of Measurement****Sec. 17-9.4. Definitions (*Multiple*)**

Summary: Add and amend Definitions to provide improved understanding and reduced confusion of landscape regulations.

not limited to, farm tours, hayrides, corn mazes, petting zoos, classes related to agricultural products or skills, and picnic and party facilities offer in conjunction with such activities.

AIRPORT

Owens Field airport.

AIRPORT ELEVATION

The highest point of an airport's usable landing area, measured in feet above mean sea level (194.0 feet).

ALLEY

A minor right-of-way used or intended to be used primarily for vehicular service access to the rear or side of properties otherwise abutting a street.

ANTENNA

A device for radiating or receiving electromagnetic radiation. This definition shall specifically include, but is not limited to, all radio, television, microwave and satellite dish antennas.

APPEAL – LAND DEVELOPMENT (SUBDIVISION)

See Sec. 17-2.5(v), Appeal – Land Development (Subdivision).

APPEAL – ZONING

See Sec. 17-2.5(u), Appeal – Zoning.

APPLICANT

Any person who submits an application for review and/or approval in accordance with this Ordinance.

APPLICATION OR DEVELOPMENT APPLICATION

The completed form and all accompanying documents, exhibits, materials, and fees required of an applicant by this Ordinance and the Procedures Manual as part of the review on an application for a development approval or permit.

AQUAPONICS

The cultivation of aquatic animals and plants together in a constructed, re-circulating system utilizing natural bacterial cycles to convert the aquatic animal wastes to plant nutrients.

ARBORIST

A specialist in the care and maintenance of trees. Certified Arborists are individuals who have achieved a level of knowledge in the art and science of tree care through experience and by passing a comprehensive examination developed by some of the nation's leading experts on tree care.

ARCHITECTURAL CONSERVATION DISTRICT

Any area designated by the City Council in accordance with Sec. 17-2.5(c), Zoning Map Amendment, as an area containing any physical features or improvements, or both, which:

(a) Are of historical, social, cultural, architectural or aesthetic significance to the city; and

CITY ENGINEER

The City Engineer of the City of Columbia, South Carolina.

CITY MANAGER

The City Manager of the City of Columbia, South Carolina.

CIVIC GREEN

An open space available for unstructured recreation that is landscaped with grassy areas and trees.

CLEAR CUTTING

The removal of all trees from a property, whether by cutting or other means, excluding stream buffer requirements.

CLUBHOUSE

A building or room used for social or recreational activities by members of a club (e.g., golf course clubhouse) or occupants of a residential or other development.

CODE OF ORDINANCES

The Code of Ordinances of the City of Columbia, South Carolina.

COIN OPERATED LAUNDRY (AS ACCESSORY TO A MULTIFAMILY DWELLING, MOBILE HOME PARK, DORMITORY, OR CAMPGROUND)

An establishment where coin-operated automatic washing machines, clothes dryers, or dry-cleaning machines are provided for use as an accessory to a principal use.

COLLECTOR STREET

A street which is used or intended to be used for moving traffic from minor or local streets to arterial streets, including the principal entrance and circulation streets of a residential development.

COMMERCIAL MESSAGE

Any sign wording, logo or other representation that, directly or indirectly, names, advertises or calls attention to a business, product, service or other commercial activity.

COMMERCIAL SERVICE STREET

A street whose use or intended use is somewhat less than that of an arterial and somewhat greater than that of a collector. It will generally be located in industrial/commercial areas or be used to provide access for heavy vehicles or heavy vehicular volumes to such areas.

COMMERCIAL TIMBER OPERATION

Activities occurring on tracts of land five acres or more in size devoted to the production of marketable forest products through generally accepted silvicultural practices including, but not limited to, harvesting, site preparation, and regeneration.

COMMUNICATION TOWER

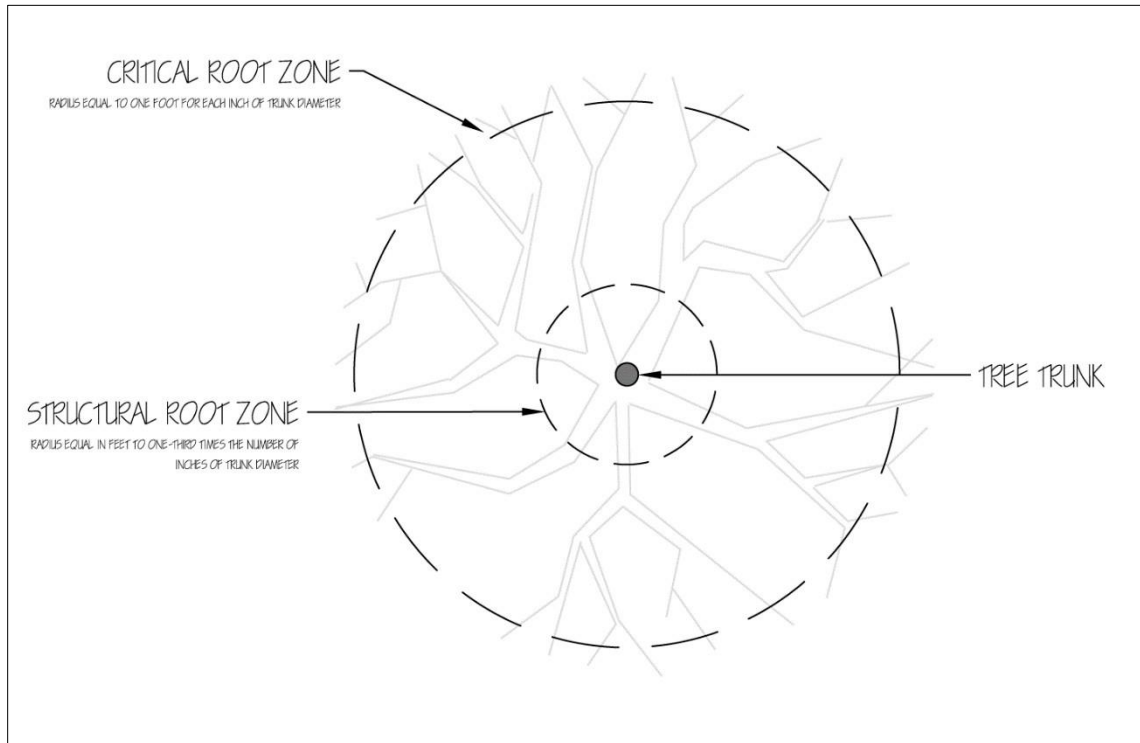
A communication tower is a guy-wire communication tower, a lattice communication tower, or a monopole communication tower only.

Article 9: Definitions and Rules of Measurement

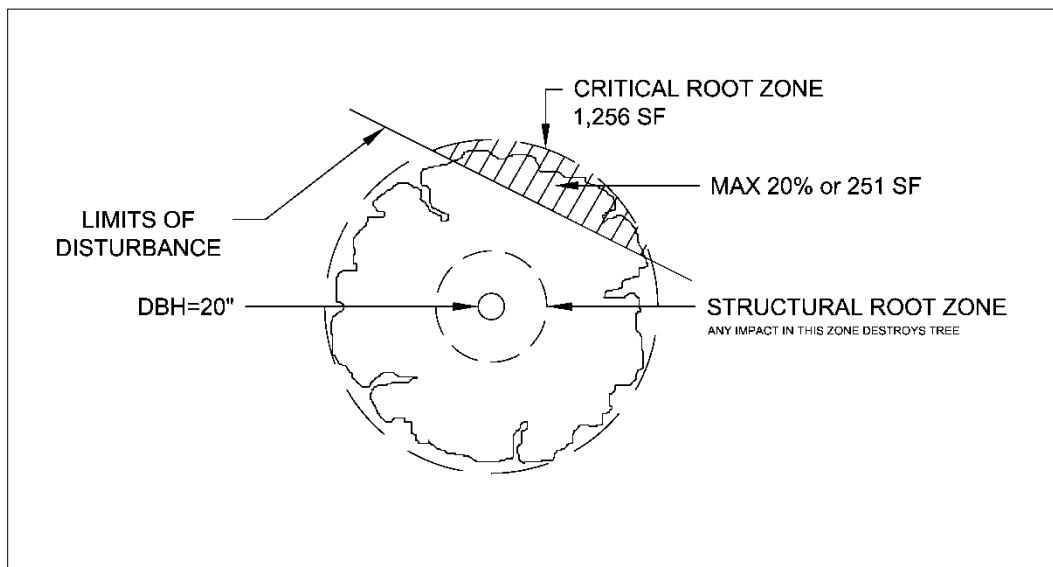
Sec. 17-9.4. Definitions

(b) Interpretation of Unlisted Uses

a distance of one foot for each one inch of tree diameter (measured at four and one-half feet above ground level) of the tree.

**CRITICAL ROOT ZONE, NET**

In urban environments where root zones may sometimes be obstructed with barriers, i.e. roads and building foundations, etc., the root zone may be reduced in size. The reduced root zone after impact ~~The percentage of impact to the Critical Root Zone~~ is called the Net Critical Root Zone and is used to determine whether a tree is saved or lost. In order for a tree to be preserved, the net critical root zone may be no greater than 20 percent.



Article 9: Definitions and Rules of Measurement

Sec. 17-9.4. Definitions

(b) Interpretation of Unlisted Uses

CUL-DE-SAC

A street having one end open to traffic and the other end terminated by a vehicular turnaround; a dead-end street.

DAMAGE OR ABUSE (TO VEGETATION)

Any intentional or negligent act that endangers survivability of a tree or other plant material, including but not limited to, such damage inflicted upon the root system of a tree by application of toxic substances, the operation of machinery, the change of natural grade by excavation or filling above the root system or around the trunk of a tree, pruning, damages from injury or fire inflicted on trees that result in or permit pest infestation, or actual cutting of the tree.

DATUM

The term "the datum" used in Sec. 17-3.7(c), OV-A: Airport Safety Overlay District, shall mean sea level elevation unless otherwise specified.

DBH

See "Diameter-at-Breast-Height (DBH)"

DDRC

See "Design Development Review Commission."

DECIDUOUS

A plant which sheds its foliage at the end of each growing season. Not evergreen.

DECORATIVE LIGHTING

Light fixtures used for decorative effects, like accent lights for buildings.

DEMOLITION

The razing of any exterior architectural feature or structure, including its ruin by neglect of necessary maintenance or repairs, or either.

DESIGN DEVELOPMENT REVIEW COMMISSION

The Design Development Review Commission of the City of Columbia, South Carolina (see Sec. 17-2.3(e)).

DEVELOPER

Any person, including a governmental agency, undertaking development.

DEVELOPMENT AGREEMENT

See Sec. 17-2.5(f), Development Agreement.

DEVELOPMENT LOT AS A WHOLE

The entire parcel proposed for a two-family or townhouse development, containing all parcels proposed to be owned in common and all proposed individual lots under two-family or townhouse units.

DHEC

The South Carolina Department of Health and Environmental Control.

ESTABLISH OR ESTABLISHMENT

For purposes of Sec. 17-4.2(c)(3)d.5, Sexually-Oriented Businesses, any of the following:

- (1) The opening or commencement of any sexually oriented business as a new business;
- (2) The conversion of an existing business, whether or not a sexually oriented business, to any sexually oriented business;
- (3) The addition of any sexually oriented business to any other existing sexually oriented business; or
- (4) The relocation of any sexually oriented business.

EVERGREEN

A plant that keeps its leaves or needles year round for more than one growing season.

EXOTIC SPECIES

A plant introduced from another geographic region to an area outside its natural range. For the purpose of this code, this term shall be used primarily to describe conventionally cultivated and hybridized species of non-native plants that are non-invasive and regarded as suitable for and applicable to local landscaping.

EXOTIC INVASIVE SPECIES

A noxious exotic plant reproducing outside its natural range and outside cultivation that disrupts naturally occurring plant communities by altering structure, composition, natural processes or habitat quality; and whose introduction does or is likely to cause economic or environmental harm or harm to human health.

EXTERIOR ARCHITECTURAL FEATURE

The site improvements and general architectural arrangement, or either, of such portion of the exterior of any structure as is designed to be open to view from any public street or way, including but not limited to:

- (1) The kind, color and texture of the material of such portion so open to view;
- (2) The type and design of all windows, doors, lights, signs and other fixtures appurtenant to such portion; and
- (3) The location, adequacy and treatment of any vehicular access to such structure and open to view.

FAÇADE

The front, sides or rear faces of a building.

FACTORY-FABRICATED TRANSPORTABLE BUILDING (TEMPORARY USE)

A building constructed in a factory that is designed to arrive at a site ready for occupancy (except for minor unpacking and connection to utilities) and to be readily relocated to another site immediately following its use.

FAIR OR BETTER CONDITION

A tree is in fair or better condition if:

Article 9: Definitions and Rules of Measurement

Sec. 17-9.4. Definitions

(b) Interpretation of Unlisted Uses

GARAGE OR CARPORT

A structure used or designed to provide shelter for the parking and storage of motor vehicles or boats. A garage is an enclosed building whereas a carport is a roofed structure open on one or more sides. Garages and carports are commonly attached to and considered part of a dwelling or other principal building, but may exist as a detached accessory structure.

GARAGE/YARD SALE

The temporary and occasional use of the premises of a dwelling for the sale, open to the public, of new or used personal property.

GRAND TREE

A grand tree is any tree in fair or better condition that equals or exceeds the following diameter sizes:

- ✓ Large hardwoods (e.g. Oak, Hickory, Tulip Poplar, Beech): 24 inches DBH
- ✓ Large softwoods (e.g. Pine, Deodar Cedar, Red Cedar): 30 inches DBH
- ✓ Small hardwoods (e.g. Dogwood, Redbud, American Holly): 10 inches DBH
- ✓ Any tree considered rare or unusual species, of exceptional quality, or of historical significance

GRAND TREE STAND

A contiguous grouping of trees that has been determined to be of value by the zoning administrator. Determination is based on any of the following criteria: maturity (even-aged); purity of species composition; rare or unusual nature of the species; historical significance; or exceptional aesthetic quality.

GREEN ROOF

A vegetative layer grown on a rooftop.

GREENHOUSE

A structure made of glass, plastic, or fiberglass in which temperature and humidity can be controlled for the cultivation of plants.

GREENWAY SYSTEM

A series of linear parks, typically beside a road or stream, that contain and are connected by shared use trails or similar pedestrian and bicycle pathways.

GROSS FLOOR AREA

The total horizontal area of all floors of a building, including exterior balconies, mezzanines, and porches but excluding stairways and elevator shafts, measured from the interior faces of the exterior walls of a building.

GROUND FLOOR ACTIVITY ZONES

Ground floor activity zones are sub-districts within the Innovista Design Overlay (OV-ID) zoning district. The OV-ID design guidelines, which are incorporated into this Ordinance by reference, includes a map (see page 5, *Innovista Design District Guidelines*) titled *Ground Floor Activity Zones*, which identifies specific areas within the OV-ID district where a

minimum percentage of the ground floor of buildings shall be occupied by uses that contribute to an active street frontage (see Sec. 17-3.7(g)(4)b, Ground Floor Uses).

GROUND COVER

Low-growing plants that grow in a spreading fashion to form a more or less solid mat of vegetation, generally planted to provide decorative landscaping or permeable cover for bare earth that prevents soil erosion.

GUY-WIRE COMMUNICATION TOWER

A ground-mounted tower supported by guys extending from various points upon the tower to anchors at the base of the tower that supports wireless communication antenna.

HARDWOOD TREE

A broad-leaved tree, ~~so called because its wood is harder and more compact than that of a softwood, or~~ as opposed to a needle-bearing coniferous tree.

HAZARD TO NAVIGATION

Related to airport operations, an obstruction determined to have a substantial adverse effect on the safety and efficient utilization of the navigable airspace.

HEALTH DEPARTMENT

The South Carolina Department of Health and Environmental Control and subordinate health agencies having jurisdiction over the land area in which a proposed subdivision is located.

HELIPAD (AS AN ACCESSORY USE)

A facility located on the roof of an office or other building (like a hospital) that accommodates the landing and taking-off of helicopters.

HISTORIC COMMERCIAL DISTRICT

Any area designated by the City Council in accordance with Sec. 17-2.5(c), Zoning Map Amendment, as an area containing physical features or improvements, or both, which:

- (a) Were originally constructed for commercial use;
- (b) Are of historical, social, cultural, architectural or aesthetic significance to the City; and
- (c) Cause such an area to constitute a distinctive section of the City.

HOME GARDEN

An on-site garden planted by an owner or occupant of a dwelling unit for the purpose of growing vegetables or fruit for consumption by occupants of the dwelling unit only.

HOME HOUSING FOR POULTRY

The keeping of poultry for domestic purposes and associated structures used for feeding, shelter and confinement.

HOME OCCUPATION

An occupation, profession or trade customarily and commonly carried out by an occupant in a dwelling unit as a secondary use which is clearly incidental and subordinate to the residential character of the dwelling unit.

Article 9: Definitions and Rules of Measurement**Sec. 17-9.4. Definitions****(b) Interpretation of Unlisted Uses**

ILLUMINANCE, HORIZONTAL

The intensity of artificial light falling on a horizontal surface, measured in foot candles.

ILLUMINATION

The casting of artificial light onto the ground or another surface.

INFLUENTIAL INTEREST

For purposes of Sec. 17-4.2(c)(3)d.5, Sexually-Oriented Businesses, any of the following:

- (1) The actual power to operate the sexually oriented business or control the operation, management or policies of the sexually oriented business or legal entity which operates the sexually oriented business,
- (2) Ownership of a financial interest of 30 percent or more of a business or of any class of voting securities of a business, or
- (3) Holding an office (e.g., president, vice president, secretary, treasurer, managing member, managing director, etc.) in a legal entity which operates the sexually oriented business.

INTERPRETATION – LAND DEVELOPMENT (SUBDIVISION)

See Sec. 17-2.5(x), Interpretation – Land Development (Subdivision).

INTERPRETATION – ZONING

See Sec. 17-2.5(w), Interpretation – Zoning.

INVASIVE SPECIES

See “Exotic Invasive Species”

IRRIGATION SYSTEM

A permanent underground piping and distribution system designed using industry standard methods to provide efficient water coverage over a landscaped area.

LAND

The earth, water, and air, above, below, or on the surface, and including any improvements or structures customarily regarded as land.

LAND DEVELOPMENT ADMINISTRATOR

The City employee to whom the City Manager has delegated the responsibility of enforcing Land Development (Subdivision) Standards, of this Ordinance (see Sec. 17-2.3(g)).

LANDMARK

Any physical feature or improvement designated by the City Council (see Appendix A, Appendix B, and Appendix C) as a physical feature or improvement which in whole or part has historical, social, cultural, architectural or aesthetic significance to the city and the state, or the region, or the nation, and has been in existence for no fewer than 20 years.

LANDMARK DISTRICT

Any area designated by the City Council in accordance with Sec. 17-2.5(c), Zoning Map Amendment, as an area containing any physical features or improvements, or both, which are of historical, social, cultural, architectural or aesthetic significance to the city, state, region, or nation, and cause such area to constitute a distinctive section of the city.

LANDOWNER

A person who holds legal title to a property or the authorized agent of such a person.

LANDSCAPE ARCHITECT

A person practicing landscape architecture and licensed in the State of South Carolina pursuant to the requirements of Section 40-28-10, et. seq., of the South Carolina Code of Laws, as amended.

LANDSCAPE ARCHITECTURE

A multi-disciplinary field, incorporating aspects of urban design, architecture, geography, ecology, civil engineering, structural engineering, horticulture, environmental psychology, industrial design, soil sciences, botany, and fine arts for the purpose of the performance of professional services, such as consultation, investigation, research, planning, design, preparation of drawings and specifications, and responsible inspection in connection with the development of land areas where, and to the extent that, the dominant purpose of the services is the preservation, enhancement, or determination of proper site design, natural land features, planting, naturalistic and aesthetic values, the settings and approaches to structures or other improvements, the setting of grades and determining drainage and providing for drainage structures, and the consideration and determining of environmental problems.

LANDSCAPE AREA

An area of land where landscaping is provided in accordance with Sec. 17-5.3, Landscaping.

LANDSCAPING PLAN

A plan, which may be associated with a subdivision, site plan, parking plan, or other plan or application for a development approval or permit, that shows the placement of trees, shrubs, ground cover, and affiliated structures and improvements on a site, and includes specifications, species, quantities, and installation. A landscaping plan must be prepared by a landscape architect or, in limited cases, by another design professional. See Sec. 17-5.3(b)(4), Landscaping Plan Required.

LATTICE COMMUNICATION TOWER

A ground-mounted, many-legged, self-supporting tower created by the joining of structural members that supports wireless communication antenna.

LDA

See "Land Development Administrator."

LICENSEE

For purposes of Sec. 17-4.2(c)(3)d.5, Sexually-Oriented Businesses, a person in whose name a license to operate a sexually oriented business has been issued, as well as the individual or individuals listed as an applicant on the application for a sexually oriented business license.

LIGHT, WALL PACK

A light fixture mounted to an exterior wall of a building.

Article 9: Definitions and Rules of Measurement

Sec. 17-9.4. Definitions

(b) Interpretation of Unlisted Uses

MONOPOLE COMMUNICATION TOWER

A ground-mounted, pole-shaped, self-supporting tower that supports wireless communication antenna.

MULCH

A protective covering consisting of organic materials (layer of wood chips, pine straw, hay or other material) placed on the surface of the soil around plants to retain moisture, inhibit weeds growth, impede erosion, shield roots from freezing and aid in plant growth.

NATIVE SPECIES

A plant that is a part of the balance of nature that has developed over hundreds or thousands of years in a particular region or ecosystem. This includes species that are considered indigenous, occurring in natural associations with habitats that existed prior to significant anthropogenic impacts and alteration to the landscape.

NATURALIZED PLANT

A non-native plant that does not need human help to reproduce and maintain itself over time in an area where it is not native.

NET CRITICAL ROOT ZONE

See Critical Root Zone, Net.

NONCOMMERCIAL MESSAGE

Any sign wording, logo, or other representation that is not defined as a commercial message.

NONCONFORMING

A term applied to lots of record, structures, uses of land or structures, signs, and other site features which were lawful before the passage of this Ordinance or before an amendment of this Ordinance, but which are prohibited by this Ordinance or which are not in compliance with the requirements of this Ordinance.

NONCONFORMING LOT OF RECORD

A lot of record that was legally created before this Ordinance, or an amendment thereto, was adopted, that is rendered non-compliant with the dimensional standards in this Ordinance.

NONCONFORMING SIGN

A sign that was legally established before this Ordinance, or an amendment thereto, was adopted, that is rendered non-compliant with the signage standards in this Ordinance.

NONCONFORMING SITE FEATURE

Any off-street parking, landscaping, or sign that was legally established before this Ordinance, or an amendment thereto, was adopted, that is rendered non-compliant with the standards in this Ordinance.

NONCONFORMING STRUCTURE

A structure that was legally established before this Ordinance, or an amendment thereto, was adopted, that is rendered non-compliant with the dimensional standards of the zoning district in which it is located or any other standards in this Ordinance.

Article 9: Definitions and Rules of Measurement**Sec. 17-9.4. Definitions****(b) Interpretation of Unlisted Uses****NONCONFORMING USE**

A use that was legally established before this Ordinance, or an amendment thereto, was adopted, that is rendered non-compliant with the use regulations in this Ordinance.

NON-CONTRIBUTING

Any building, structure, or object, less than 50 years old, which does not possess the historical integrity or architectural qualities that make the historic district significant, or a property or building 50 years old or older that has been significantly altered, or properties not associated with the period of significance for the district.

NON-NATIVE PLANT

A plant introduced with human help (intentionally or accidentally) to a new place or new type of habitat where it was not previously found. Note: Not all non-native plants are invasive.

NONRESIDENTIAL

Not providing any dwellings for occupation other than on a transient basis (such as hotels).

NOTICE OF VIOLATION

A notice indicating an alleged violation of this Ordinance. See Sec. 17-8.5(b)(1), Notice of Violation.

NUDITY

The showing of the human male or female genitals, pubic area, vulva, or anus with less than a fully opaque covering, or the showing of the female breast with less than a fully opaque covering of any part of the nipple and areola.

NURSERY AND GARDEN CENTER (AS ACCESSORY TO AN AGRICULTURAL USE)

Structures or an area of land located on land used for agricultural production that is used for the display and sale of nursery stock or garden supplies. This use does not include a "produce stand."

OBSTRUCTION

Related to airport operations, any structure, growth or other object, including a mobile object, which exceeds a limited height set forth in this section.

OFFICIAL ZONING MAP

See Sec. 17-1.7, Official Zoning Map.

OFF-STREET PARKING

Parking spaces that are located completely within the boundaries of the lot, and completely off of public or private rights-of-way or alleys or any interior surface access easement for ingress and egress.

OPEN SPACE SET-ASIDE

The portion of a proposed development required for reservation as a permanent open space in accordance with Sec. 17-5.5, Open Space.

Article 9: Definitions and Rules of Measurement

Sec. 17-9.4. Definitions

(b) Interpretation of Unlisted Uses

PRINCIPAL STRUCTURE

A structure or building having significant or primary use and justifying its own utilization (such as a dwelling or office building) as contrasted to accessory structures which are incidental or subordinate to primary structures and do not alone justify their utilization (such as a tool shed or auto garage used in conjunction with a dwelling). Certain structures may be either principal or accessory, depending upon utilization, such as a parking garage as an accessory structure to a high-rise apartment or as a principal structure when operated commercially in a business area.

PRINCIPAL USE

The significant or primary activity carried out within a structure or upon land (such as retail sales within a store or occupancy of a dwelling unit as a residence) as contrasted to accessory uses which are incidental or subordinate to primary uses (such as sale of soft drinks at an automobile service station). Certain uses may be either principal or accessory, depending upon their relationship with other uses, as for example a newsstand as an accessory use within a hotel lobby or as a principal use within a separate structure.

PROCEDURES MANUAL

A manual compiled by the Zoning Administrator and Land Development Administrator containing all requirements for application contents and forms, submission schedules, and fees established in accordance with this Ordinance. The Procedures Manual may contain additional information relevant to the submittal, review, and decision of development applications.

PROTECTED LOT

A vacant lot or a lot upon which a single-family detached dwelling or two-family dwelling is located, that requires compliance with the standards in Sec. 17-5.6, Neighborhood Compatibility (see Sec. 17-5.6(b), Applicability).

PROTECTED TREE

Refer to Sec. 17-5.4. Tree Protection (c) General

PROTECTED ZONE

Portions of a property required by permit to remain in open space; areas required by permit to be landscaped areas and transitional buffer yards.

PROTECTION AREA

Any area designated by the City Council in accordance with Sec. 17-2.5(c), Zoning Map Amendment, as an area which is contiguous to and constitutes an essential part of the physical environment of any architectural conservation district, landmark, or landmark district, or constitutes an area of significance in fostering good principles of urban design as applied to the city, or is an area of historical, social, cultural, architectural or aesthetic significance to the city.

PUBLIC ART

Art that is located so as to be visible to persons in public places, including but not limited to streets, sidewalks, and parks, and which does not:

- (1) Contain characteristics of an advertising sign;

Article 9: Definitions and Rules of Measurement

Sec. 17-9.4. Definitions

(b) Interpretation of Unlisted Uses

RELOCATION

For purposes of Sec. 17-2.5(g), Certificate of Design Approval – Historic Districts and Landmarks, the moving of a building, structure, or object on the same lot or to another lot.

RESUBDIVISION

A change in a map of an approved or recorded subdivision plat if such change affects any street layout on such map or area reserved thereon for public use or any lot, or if it affects any map or plat legally recorded prior to the adoption of any regulations controlling subdivisions.

RETAIL SALES (AS AN ACCESSORY USE)

Small-scale retail sales or service uses on the premises of a principal use that offer convenient goods and other goods and services (not major purchase items) serving the day-to-day needs of individuals, or the offering of products associated with a manufacturing, warehouse, or wholesale use for retail sale to the general public on the premises of the manufacturing, warehouse, or wholesale use. An example is an outlet or seconds shop located at a manufacturing plant.

RIGHT-OF-WAY

A strip or parcel of land occupied or intended to be occupied by a street, road, railroad or other special use. Fee simple title is usually granted to the agency or entity acquiring the right-of-way. For purposes of Article 6: Land Development (Subdivision) Standards, every right-of-way hereafter established and shown on a final plat is to be separate and distinct from the lots or parcels adjoining such right-of-way and not included within the dimensions or areas of such lots and parcels. Right-of-way intended for roads, railroads, streets and similar uses shall be dedicated by the property owners on whose property such rights-of-way are established to the entity accepting responsibility for their maintenance.

ROOF PITCH

The amount of slope of a roof expressed in terms of feet of rise per feet of run (e.g. 3:12).

ROOT BALL

The network of roots and the soil clinging to them when a plant is lifted from the soil or removed from a container is called its root ball.

RUNWAY

Related to airport operations, the runway is a defined area within an airport prepared for landing and takeoff of aircraft along its length.

S.C. CODE OR SOUTH CAROLINA CODE

The Code of Laws of the State of South Carolina.

SANDWICH BOARD SIGN

An A-frame sign consisting of two boards hinged at the top hanging back to back. Such signs are generally oriented to pedestrians.

SCREENING

A visual shield against a higher impact land use created in a buffer transition yard with plantings, walls, fencing, etc.

TEXT AMENDMENT

See Sec. 17-2.5(b), Text Amendment.

THOROUGHFARE, MAJOR

A street designated by the City as an arterial street.

TIMBER HARVESTING

The felling of trees for timber products. This term may include both clear-cutting and the thinning of timber.

TPZ

See "Tree Protection Zone."

TRANSFER OF OWNERSHIP OR CONTROL OF A SEXUALLY-ORIENTED BUSINESS

- (1) The sale, lease or sublease of a sexually-oriented business;
- (2) The transfer of securities which constitute an influential interest in a sexually-oriented business, whether by sale, exchange, or similar means; or
- (3) The establishment of a trust, gift or other similar legal device which transfers the ownership or control of a sexually-oriented business, except for transfer by bequest or other operation of law upon the death of the person possessing the ownership or control.

TRANSITIONAL BUFFER

A landscaped transitional area intended to separate and screen adjacent differing land uses. A transitional buffer is located within the property to be screened and is adjacent to the lot lines of the property but not to lot lines abutting the right-of-way (see "Street Protective Yard").

TREE

A self-supporting woody perennial plant with a trunk diameter of at least two inches measured at six inches above ground level, with a mature height of at least 12 feet, and usually having one main stem or trunk and many branches.

- ✓ Canopy Tree: a redundant term as all Trees have canopies; analogous to the term Shade Tree.
- ✓ Coniferous Tree: any Tree with needle leaves and a woody cone fruit.
- ✓ Ornamental Tree: an Understory Tree planted primarily for its aesthetic value and as a landscape focal point, as opposed to its function of shading or screening even though it may perform all three functions.
- ✓ Shade Tree: An evergreen or deciduous tree of a species with an expected mature height of over 40 feet and an expected crown spread of over 30 feet. Primarily planted for its overhead canopy and quality of the shade it provides.
- ✓ Small/ Medium/ Large (Tree or Shrub): a means of categorizing Trees or Shrubs based upon their canopy or spread at maturity assuming proper maintenance and normal growing conditions and which serves the purpose of allowing for their proper spacing in landscape plans.

Article 9: Definitions and Rules of Measurement

Sec. 17-9.4. Definitions

(b) Interpretation of Unlisted Uses

- ✓ Street Tree: a Tree planted that is an element of a Thoroughfare assembly.
- ✓ Specimen Tree: a particularly impressive or unusual example of a species due to its size, shade, age, or any other trait that epitomizes the character of the species.
- ✓ Understory Tree: a small to medium sized Tree with an expected mature height less than thirty feet and a canopy which may or may not offer a sufficient clearance height for pedestrians beneath.

TREE ASSESSMENT

Information on a site plan that confirms tree species from the survey critical to the application of this subchapter, grades the conditions of trees to aid in retaining quality trees, identifies invasive exotic species on site for removal, confirms the tree survey is complete, identifies any unique features of trees such as leans or lower canopy heights, identifies trees just off site that may require design considerations, and ultimately makes the designer more aware of the site and its character. This analysis shall be performed by either a certified arborist or registered South Carolina landscape architect, and submitted with all development submittals.

TREE INVENTORY

A tally of the number, species, approximate size, and approximate location of existing trees on a site, obtained through photographs, including aerial photographs. A tree inventory ~~must~~ may be verified by on-site viewing by City staff authorized to perform the verification.

TREE LAWN

The linear space between the back of curb and sidewalk for planting trees, flowers, grass and shrubs. Tree lawns may be existing, reclaimed or newly developed. Because they are set aside for landscaping, tree lawns shall not be used for ornaments, fencing, lighting, artwork, or parking.

TREE PROTECTION ZONE

With respect to a protected tree, unless otherwise specified in Sec. 17-5.4, Tree Protection, the largest of the following:

- (1) The area located within a distance of one foot for each one inch of tree diameter (measured at four and one-half feet above ground level) of the tree;
- (2) The area located within a distance of one-half the tree's height of the tree; or
- (3) The area within a distance of six feet of the tree.

This term may be abbreviated "TPZ" in this Ordinance.

TREE REMOVAL PERMIT

See Sec. 17-2.5(m), Tree Removal Permit.

TREE REPLACEMENT SCHEDULE

A plan showing the location, species and sizes of all replacement trees; and a table listing removed applicable protected, significant, and historical trees, as noted in this section, with total replacement caliper inches required.

TREE SURVEY

A survey completed by a registered land surveyor, usually as part of a site plan, of the location, size (as DBH), and species of the existing trees on a site. For purposes of this ordinance, this survey shall include grand trees, trees of six inches or greater DBH in any protected zones, and any other trees identified to meet the required density factor for the site. A tree survey ~~must~~ **may** be verified by on-site viewing by City staff authorized to perform the verification.

TURFGRASS

A continuous plant coverage consisting of a grass species that is regularly mowed to maintain a desired height.

TYPE 1, TYPE 2, OR TYPE 3 LANDMARK

Landmarks listed in appendices to this Ordinance (see Appendix A: Type 1 Landmarks, Appendix B: Type 2 Landmarks, and Appendix C: Type 3 Landmarks) which contribute to the City's visual and cultural history. Type 1, Type 2, and Type 3 landmarks are distinguished by standards that require varying degrees of conservation to the interior and/or exterior of the structure (see Sec. 17-3.7(j), OV-HP: Historic Preservation Overlay District).

UTILITY SERVICE AREA

An area that contains a utility box, booster box, switching station, lift station, substation, transformer, pedestal, or similar above-grade device used to serve an underground utility.

VACANT LOT

A lot or parcel of land on which no improvements have been constructed.

VALET PARKING

Typical practices associated with, and the act of, driving another person's vehicle to and from a parking location so that said person and any passengers originally within the vehicle may unload and load at or near their immediate destination.

VARIANCE – LAND DEVELOPMENT (SUBDIVISION)

See Sec. 17-2.5(t), Variance – Land Development (Subdivision).

VARIANCE – ZONING

See Sec. 17-2.5(s), Variance – Zoning.

VEHICULAR DISPLAY AREA

An area where vehicles are stored and displayed for sale or lease.

VEHICULAR SURFACE AREA

An area where motor vehicles are either stored or driven, including private driveways, private streets built in accordance with this Ordinance, parking lots, rental lots, and depots.

VENDOR, TEMPORARY

A person who sells merchandise, goods, services, or forms of amusement from a temporary structure, such as a tent, awning, canopy, umbrella, stand, booth, cart, or trailer, from a vehicle, or from his person. A temporary vendor does not include a person who conducts the majority of his business from within a permanent and enclosed building located upon the same lot.

Article 9: Definitions and Rules of Measurement

Sec. 17-9.4. Definitions

(b) Interpretation of Unlisted Uses

WALL OFFSET

Projections or recesses organized in a random or repeating pattern along a building wall used to visually interrupt the mass of the façade plane.

WAREHOUSING (AS AN ACCESSORY USE)

As an accessory use, the storage and distribution of manufactured products, supplies, and equipment, excluding bulk storage of materials that are flammable or explosive or that present hazards or conditions commonly recognized as offensive.

WIND ENERGY CONVERSION SYSTEM (SMALL-SCALE)

A facility consisting of one or more rotating wind turbines and related equipment that converts the kinetic energy in wind into mechanical energy. A small-scale wind energy conversion system as an accessory use is intended to primarily reduce on-site consumption of utility power for a home or business.

XERISCAPE

A method of landscaping that emphasizes water conservation, accomplished by following sound horticultural and landscaping practices, such as planning and design, soil improvement, limited turf areas, use of mulches, use of low-water demand plants, efficient irrigation practices and appropriate maintenance.

YARD

A required open space unoccupied and unobstructed by any structure or portion thereof from a height of 48 inches above the finished grade level of the ground (see Sec. 17-9.2, Rules of Measurement).

YARD, FRONT

A yard extending between side lot lines across the front of a lot (see Sec. 17-9.2, Rules of Measurement).

YARD, REAR

A yard extending across the rear of the lot between the inner side yard lines (see Sec. 17-9.2, Rules of Measurement).

YARD, SIDE

A yard extending from the rear line of the required front yard to the rear lot line (see Sec. 17-9.2, Rules of Measurement).

ZA

See “Zoning Administrator.”

ZONING ADMINISTRATOR

The City employee to whom the City Manager has delegated the responsibility of administering and enforcing all provisions of this Ordinance except those enforced by the Land Development Administrator (see Sec. 17-2.3(f)). The Zoning Administrator is the person referred to as “zoning administrator” in the South Carolina Local Government Comprehensive Planning Enabling Act of 1994 (S.C. Code § 6-29-310 et seq.).

AMENDING**Article 5: Development Standards****Sec. 17-5.11. Green Building Standards (d) Green Building Standards****Table 17-5.11(D)(4): Green Building Point System; Vegetation**

Summary: *Correct to permit plant material and mulch in place of turf*

Article 5: Development Standards
Sec. 17-5.11. Green Building Standards
(d) Green Building Standards

TABLE 17-5.11(D)(4): GREEN BUILDING POINT SYSTEM

GREEN BUILDING ACTIVITY	POINTS EARNED
Generate or acquire a minimum of 50 percent of the electricity needed by the development from alternative energy sources (e.g., solar, wind, geothermal)	2.00
Generate or acquire a minimum of 25 percent of the electricity needed by the development from alternative energy sources (e.g., solar, wind, geothermal)	1.00
Pre-wire a minimum of 75 percent of residential dwelling units in the development for solar panels	1.50
Pre-wire a minimum of 50 percent of residential dwelling units in the development for solar panels	0.75
Pre-wire a minimum of 25 percent of residential dwelling units for solar panels	0.50
Install solar panels on a minimum of 25 percent of dwelling units contained in single-family detached, two-family, townhouse, or multifamily dwellings, that provides a minimum of 75 percent of electricity needed for each unit	2.00
Install solar panels on primary structure, or at least 50 percent of buildings in a multi-building development, that provides a minimum of 50 percent of electricity needed for the entire development	1.50
Install small-scale wind energy conversion systems to provide electricity for 25 percent of residential dwellings in development	1.00
Passive Solar	
Orient a minimum of 50 percent of residential dwellings or lots in the development within 20 percent of east-west axis for maximum passive solar exposure	1.50
Orient a minimum of 25 percent of residential dwelling units or lots in the development within 20 percent of east-west axis for maximum passive solar exposure	0.75
Orient at least 25 percent of nonresidential buildings within 20 percent of east-west axis for maximum solar exposure	1.00
Water Conservation and Water Quality	
Install a green or vegetated roof on the primary structure, or on at least 50 percent of primary buildings in a multi-building development. Green or vegetated roofs shall include vegetation on at least 50 percent of the roof area and shall use only plant materials permitted by the landscaping standards in Sec. 17-5.3, Landscaping.	2.00
Include rain water capture and re-use devices such as cisterns, rain filters, and underground storage basins for residential development with a minimum storage capacity of 500 gallons for every two residential units	0.50
Provide rain gardens or other appropriate storm water infiltration system(s) that accommodate a minimum of 25 percent of the runoff	1.00
Vegetation	
Remove all lawn or turf in favor of ground cover consisting of plant material or and mulch	0.75
Limit turf grass to 40 percent of the landscaped area.	0.25
Urban Agriculture	
Provide a fenced, centrally located community garden space (which may be located as a rooftop garden) for residents and for urban gardening purposes at a ratio of 50 square feet. per residential dwelling unit	1.00

AMENDING**Article 4: Use Regulations****Sec. 17-4.3. Accessory Uses and Structures (d) Standards for Specific
Accessory Uses and Structures (6) Home Occupation**

Summary: Removing reference to signage for Home Occupations that conflicts with sign code.

- g. Locate outdoor play equipment not closer than 20 feet from any residential lot line.

(6) Home Occupation

Home occupations are permitted as an accessory use to a dwelling unit, subject to the following standards:

- a. Beauty salons and barbershops as home occupations require a Special Exception Permit, in accordance with Sec. 17-2.5(e), Special Exception Permit.
- b. The principal person conducting the home occupation shall be a full-time resident of the dwelling unit, and the occupation shall employ not more than two people on the premises who are not full-time residents of the dwelling unit.
- c. The use of the dwelling unit for the home occupation shall be clearly incidental and subordinate to its use for residential purposes by its occupants.
- d. Not more than 25 percent of the floor area of the dwelling unit or 1,000 square feet, whichever is less, shall be used in the conduct of the home occupation.
- e. There shall be no sign or change in the residential character or external appearance of the dwelling unit, its associated structures, or its principal residential use. ~~-, other than a permitted sign, to indicate that the dwelling unit is used for other than residential purposes.~~
- f. The home occupation shall be conducted entirely within the principal structure or within a fully enclosed, lawfully approved structure which is accessory to the residential use, provided:
 - 1. A home occupation is not allowed in an accessory dwelling unit;
 - 2. Any portion of an accessory structure that is used to provide a required parking space shall not be used for a home occupation; and
 - 3. Where a lot is nonconforming as to the number of required parking spaces, an accessory structure or a portion thereof, shall not be used as a home occupation where that accessory structure or portion thereof, could be used to provide the required number of parking spaces.
- g. Goods shall not be offered for purchase on the premises, except those goods incidental to the provision of a service in connection with the home occupation (e.g., a hairdresser may sell shampoo).
- h. Any vehicle used to conduct the home occupation shall be of a size that does not disrupt the quiet nature and visual quality of the neighborhood. A maximum of two vehicles used to conduct the home occupation may be stored on the premises or on a public street within 1,200 feet of the premises. Any need for additional parking generated by the conduct of the

AMENDING**Appendix C: Type 3 Landmarks****Table C: Type 3 Landmarks**

Summary: Amending to include Landmarks added since original code drafted.

APPENDIX C: TYPE 3 LANDMARKS

Type 3 Landmarks are established in Table C: Type 3 Landmarks.

TABLE C: TYPE 3 LANDMARKS	
LOCATION	NAME
Albion Street	
832	—
Blanding Street	
614	Cottage
1328	Heinish House
1327-29	Willis House
1528	Bryce House-Hair Real Estate
Bull Street	
1814	Two-Story House (Trans Modern)
Calhoun Street	
714	Cottage
1710	Cottage
1731	Flora Barringer House
<u>Fig Street</u>	
<u>1701</u>	<u>Laundry Building</u>
Gadsden Street	
1328	Cottage
1721	TMS # 09010-10-09
<u>Gervais Street</u>	
700	Possibly Wayside Hospital Site
1811	McDuffie's Antiques, Cottage
2218	Cottage
2221	Cottage
<u>2531</u>	<u>Woodson Family Store</u>
2537	—
<u>Hampton Street</u>	
1404	Cantwell House
1426	Heise-Tunnander Cottage
<u>1601</u>	<u>Berry Home</u>
Harden Street	
1500 Blk. E	Allen University Campus:
	Building South Corner
	Building Center Block
	Building North Corner
Henderson Street	
1826	Two-Story "Stick Style" House

AMENDING

Article 5: Development Standards

17-5.3(b)(5)b – Landscaping/Applicability/Columbia Landscaping and Tree Fund; and

17-5.3(c)(1)c – Landscaping/General Landscaping Standards/Installation of Required Landscaping; and

17-5.3(c)(3)a – Landscaping/General Landscaping Standards/Species; and

17-5.3(c)(11)d – Landscaping/General Landscaping Standards/Maintenance of Landscape Areas/Protection During Operations; and

Table 17-5.3(d)(3)b: Required Plantings by Buffer Width and Type; and

17-5.3(d)(7)b: Landscaping/Transitional Buffer Yards/Planting and Materials Standards/Trees; and

17-5.3(e)(6): Landscaping/Street Protective Yards/Minimum Plantings; and

17-5.3(f)(2): Landscaping/Vehicular Surface Areas/Applicability; and

17-5.3(f)(4)a: Landscaping/Vehicular Surface Areas/Interior Planting Areas/Size; and

17-5.3(f)(6)b: Landscaping/Vehicular Surface Areas/Planted Medians/Size; and

Table 17-5.3(h)(4): Conversion from Caliper to Density Factor Units for New Trees; and

17-5.3(h)(5): Landscaping/Site Tree Density/Credit for Remaining Trees; and

Table 17-5.3(h)(5): Conversion of DBH to Density Factor Units for Trees Remaining on Site; and

17-5.3(i)(5): Landscaping/Screening/Display Areas

Article 5: Development Standards

Sec. 17-5.3. Landscaping

(b) Applicability

Summary:

- Remove requirement to use value of building from five-year's prior
- Reinstate provisions for administration of Tree Fund and provide more flexibility for where funds may be spent
- Clarify source for species selection to SC Forestry Commission
- Specify methods (curb stops etc.) for protecting plantings adjacent to parking area, to be consistent with same language from 17-5.4(c)7.
- Providing additional flexibility for plantings in buffer areas reduced with a wall
- Clarifies plant specification to match 17-5.3(d)7
- Cleaning up duplicative language regarding sight visibility
- Provide flexibility for tree planning volume
- Reinstating applicability of parking lot standards for projects that exceed 50% taxable value of building
- Clarifying density factor for planting to include palmetto tree allowed for density factor

Article 5: Development Standards

Sec. 17-5.3. Landscaping

(b) Applicability

- c. If, during review of plans for historic consideration, a federal or state agency applies requirements that conflict with the standards in this Section, the requirements applied by the federal or state agency shall control.

(2) Exemptions

The following are exempt from the standards in this Section:

- a. Single-family detached dwellings, provided, the initial development of a subdivision of single-family dwellings is subject to the Sec. 17-5.3(h), Site Tree Density, and Sec. 17-5.4, Tree Protection.
- b. Public and private utilities, except when a Zoning Permit or subdivision approval is required. Such utilities may include but are not limited to storm drainage installation, street construction, water and sewer construction, and electric, gas, communications, and other similar service installations.
- c. Expansion of an existing structure that, combined with all expansions of the same structure during the preceding five-year period, equals less than 25 percent of the total gross floor area of the structure existing at the beginning of the five-year period and results in no increase or an increase of less than 25 percent of the vehicular surface area existing at the beginning of the five-year period.
- d. Renovation or reuse, not a more intense use, of an existing structure that, combined with all renovation and reuse of the same structure during the preceding five-year period, is valued at less than 50 percent of the recorded tax value of the building ~~at the beginning of the five-year period.~~

(3) Timing of Review

Review for compliance with the standards in this Section shall occur during review of a development application for a planned development (Sec. 17-2.5(d)), site plan (major or minor) (Sec. 17-2.5(i)) or zoning permit (Sec. 17-2.5(q)), as appropriate.

(4) Landscaping Plan Required

A landscaping plan shall be submitted with an application for development subject to the requirements of this Section. The landscaping plan shall depict how the proposed development complies with the standards in this Section. The landscaping plan shall comply with the requirements for landscaping plans set forth in the Procedures Manual and shall include utility and irrigation plans, if applicable, and documentation of existing trees and a tree protection plan as required by Sec. 17-5.4, Tree Protection. All landscaping plans for sites having an area greater than one acre shall be prepared by a registered landscape architect. Landscaping plans for sites having an area of one acre or less may be prepared by other design professionals with competency in landscape design when the design is incidental to their work.

Article 5: Development Standards

Sec. 17-5.3. Landscaping

(b) Applicability

(5) Alternative Compliance

a. Alternative Landscaping Plan

1. Where the application of the standards in this Section would result in unreasonable or impractical situations due to unusual site conditions, such as may be caused by streams, natural rock formations, topography, lot configuration, or utility easements, a committee comprised of the Zoning Administrator, the Land Development Administrator or designee, and the Planning Director, may approve an alternative landscaping plan on finding, by a simple majority, the alternative landscaping plan:
 - (i) Would result in landscaping of similar quality, effectiveness, durability, and performance as required by this Section;
 - (ii) Is consistent with the purpose and intent of this Section and the purpose of each applicable subsection in this Section, taking into account the proposed land use and the land use on abutting property; the amount, species, arrangement, and coverage of plant material proposed; the level of screening achieved; and the height, spread and canopy of the proposed plantings at maturity; and
 - (iii) Would not result in the removal of a grand tree which would otherwise be required to be preserved.
2. The committee's decision to approve or deny an alternative landscaping plan may be appealed to Board of Zoning Appeals, in accordance with Sec. 17-2.5(u), Appeal – Zoning.

b. ~~Payment to~~ Columbia Landscaping and Tree Fund

1. City Manager or designee shall administer the fund, and the Columbia Tree and Appearance Commission shall serve as an advisory board. The Columbia Landscape and Tree Fund shall be used for landscaping, streetscaping and beautification project upon public property within the City of Columbia.
2. Where unusual site conditions, such as may be caused by streams, natural rock formations, topography, lot configuration, or utility easements, make it impossible for proposed development to comply with the landscaping requirements in this Section, the proposed development may be approved only if it complies with the requirements in this Section to the extent practicable and all unmet requirements are compensated for through payment to the Columbia Landscaping and Tree Fund of 125 percent of the estimated cost of plant materials and installation. Estimates used to calculate the cost of plant materials and installation must be made not more than 90 days prior to the submission of the alternative landscaping plan. Three estimates provided with letterhead will be submitted for review and

approval. The payment shall be based on the average of the three estimates multiplied by 125%.

(c) General Landscaping Standards

Unless specified in this Ordinance to the contrary, all plantings and other improvements required by this Section shall comply with this subsection.

(1) Installation of Required Landscaping

- a. Unless a bond is provided in accordance with c below, all landscaping required by this Section shall be installed prior to the issuance of a Certificate of Occupancy.
- b. All plants shall be installed in a manner to ensure their best chance of survival and to reduce the potential expense of replacing damaged plant materials. Sufficient soil volume shall be provided for tree roots to allow for the tree's healthy growth and survival to its mature size; however, this requirement shall not be construed to require minimum soil volumes in excess of those required for interior planting areas by Sec. 17-5.3(f)(4)a.1(ii).
- c. If the season or weather conditions prohibit planting of trees or shrubs, the developer may provide a bond, an irrevocable letter of credit, or other financial surety in an amount equal to 125 percent of the cost of installing the required ~~trees or shrubs~~ landscaping to guarantee the completion of the required planting. A Zoning Permit for the development shall be issued only on approval of the financial surety. All required improvements must be completed within the time period established in the development approval, or within 18 months of the date the developer provides financial surety, whichever period is shorter. The developer may request and the Land Development Administrator may grant, for good cause shown, one extension, not to exceed one year, of the period for completion. The financial surety shall be canceled and/or returned upon completion of the required landscaping. If the developer fails to complete all required improvements within the period for completion, as may be extended, the Land Development Administrator shall send written notice to the developer identifying the failure(s) and providing the developer a period of 30 days to complete the required improvements. If the required improvements are not completed within the 30-day period, the City may draw on the financial surety to complete the required improvements.

(2) Credit for Existing Vegetation

Existing vegetation in good health that meets all applicable standards in this Section may be used to satisfy any planting requirements, provided the vegetation is in fair or better condition (see Sec. 17-9.4, Definitions) and is protected before and during development in the same manner required for a protected tree in accordance with Sec. 17-5.4(f), Tree Protection During Construction.

(3) Species

- a. Vegetative material shall be adapted to the site conditions where it will be planted. The use of native, drought-tolerant vegetation is encouraged to reduce dependency upon irrigation. The selection of trees, shrubs, and other vegetative material from the list of suggested species maintained by the ~~Zoning Administrator in the Procedures Manual~~ South Carolina Forestry Commission is encouraged.
- b. The use of species identified as invasive plant pest species by the South Carolina Exotic Pest Plant Council is prohibited.
- c. To curtail the spread of disease and insect infestation in a plant species, new shrub and tree plantings shall be of different genuses in accordance with Table 17-5.3(c)(3): Required Shrub and Tree Genus Diversity. Where different genuses of shrubs and trees are required in accordance with Table 17-5.3(c)(3), each required genus shall be planted in roughly equal proportions with the other required genuses. Nothing in this subsection shall be construed to prevent the utilization of a greater number of different species than specified in Table 17-5.3(c)(3).

TABLE 17-5.3(C)(3): REQUIRED SHRUB AND TREE GENUS DIVERSITY	
MINIMUM NUMBER OF SHRUBS OR TREES REQUIRED ON SITE	MINIMUM NUMBER OF GENUSES OF SHRUBS OR TREES REQUIRED ON SITE
Shrubs	
40 or fewer	2
More than 40 but fewer than 70	3
70 or more	4
Trees	
20 or fewer	2
More than 20 but fewer than 40	3
40 or more	4

(4) Trees

- a. All shade trees planted in accordance with the requirements of this Section shall be a minimum of ten feet in height, and small-maturing trees a minimum of eight feet in height, when planted. Both shade trees and small- maturing trees must be at least two inches in caliper (measured one-half foot above ground level) when planted. Any new trees of above four-inch caliper size shall be measured 12 inches above the ground. The caliper size of a multi-trunk tree shall be deemed to be the average caliper size of the largest three leaders.

(10) Sight Areas

Sight areas shall be maintained free of obstructions, including trees, shrubs, and other vegetation and fences, walls, and berms.

(11) Maintenance of Landscape Areas**a. General**

1. It shall be the duty of the property owner to maintain all vegetation planted pursuant to, or protected by, this chapter in a healthy condition in accordance with this section and the tree ordinance guidelines developed by the City.
2. Landscape features and areas shall be maintained in accordance with the approved landscaping plan or alternative landscaping plan and shall present a healthy and orderly appearance free from refuse and debris.
3. All plant life shown on an approved landscaping plan or alternative landscaping plan shall be replaced with the same or a similar species if it dies, is seriously damaged, or removed, except any existing vegetation that does not comply with the standards in this Ordinance shall be replaced with vegetation that does comply with the standards in this Ordinance, in the event the existing vegetation is removed due to damage, disease, or death.

b. Maintenance Review

The Land Development Administrator, or designee, shall have the authority to review landscaping and require replanting if necessary to maintain the required landscape plants in good health.

c. Damage Due to Natural Occurrence

In the event that any vegetation or physical element functioning to meet the standards of this Section is severely damaged due to an unusual weather occurrence or natural catastrophe, or other natural occurrence such as damage by wild or domestic animals, the owner or developer shall be required to replant if the landscaping standards are not being met. The Land Development Administrator shall consider the type and location of the landscape buffer or required vegetation area as well as the propensity for natural re-vegetation in making a determination on the extent of replanting requirements. The owner shall have one growing season to replace or replant in accordance with the Land Development Administrator's determination.

d. Protection During Operations

1. The owner or developer shall take actions to protect trees and landscaping from damage during all facility and site operations.
2. Plants shall be maintained in a way that does not obstruct sight distances at roadway and drive intersections, obstruct traffic signs or devices, or interfere with the use of sidewalks or pedestrian trails.

Article 5: Development Standards**Sec. 17-5.3. Landscaping****(d) Transitional Buffer Yards**

3. If a planting area required by this Section is adjacent to parking or vehicular circulation areas, ~~the planting area shall be protected from vehicular intrusion or damage from excessive vehicular lubricants or fuels. Curb stops, concrete curb, or other devices to prevent vehicular damage to required trees must be shown on the landscaping plan and installed prior to final inspection.~~
- e. **Maintain Shape**
All required trees shall be allowed to reach their mature size and shall be maintained at their mature size. Except for trimming and pruning within a utility easement in accordance with applicable policies of the affected utility, required plants shall not be cut or severely pruned or otherwise damaged so that their natural form is impaired. Any tree (including, but not limited to crape myrtles) that has been severely pruned, sheared, topped, or shaped as a shrub, shall be considered as damaged vegetation in need of replacement in accordance with Sec. 17-5.3(c)(11)c, Damage Due to Natural Occurrence, and shall be replaced within one growing season with a tree at least four inches in caliper.
 - f. **Natural Death**
The natural death of existing vegetation within any required landscape area does not necessarily constitute a violation and does not require re-vegetation to replace the plant material unless the required landscape area no longer complies with the required standards of this section. In no instance shall this provision be construed to prevent re-planting if, in the opinion of the Zoning Administrator, the required performance standard of the landscaping is not being met.

(d) Transitional Buffer Yards**(1) Purpose**

A transitional buffer yard is a landscaped area between two land uses designed to:

- a. Mitigate potential negative effects of different contiguous land uses;
- b. Prevent an adverse community appearance;
- c. Protect the character of an area; and
- d. Conserve the values of buildings and land.

(2) Applicability

- a. Unless exempted in accordance with subsection b below, all new development shall comply with standards in this subsection.
- b. Transitional buffer yards are not required:
 1. Between uses or lots within a single mixed-use development; and
 2. Between a proposed development and abutting right-of-way.

August 20, 2019

Columbia, South Carolina

Article 5: Development Standards**Sec. 17-5.3. Landscaping****(d) Transitional Buffer Yards****b. Minimum Width and Plantings**

The standards for each transitional buffer yard type in this subsection shall apply where that buffer type is required in accordance with Table 17-5.3(d)(3)a: Buffer Type Application.

1. Minimum Width

Unless reduced in accordance with Sec. 17-5.3(d)(3)c, Reduction in Buffer Width, the minimum required width of a transitional buffer yard shall be as follows:

- (i) Type A: 10 feet;
- (ii) Type B: 20 feet;
- (iii) Type C: 30 feet; and
- (iv) Type D: 40 feet.

2. Required Width and Plantings Table

Plantings shall be provided in a transitional buffer yard in the amount shown in Table 17-5.3(d)(3)b: Required Plantings by Buffer Width and Type, based on the width and type of buffer required.

TABLE 17-5.3(D)(3)B: REQUIRED PLANTINGS BY BUFFER WIDTH AND TYPE								
BUFFER WIDTH (FT) [3] [4]	MINIMUM NUMBER OF SHRUBS AND AGGREGATE CALIPER INCHES (ACI) OF TREES PER 100 LINEAR FEET [2]							
	TYPE A		TYPE B		TYPE C		TYPE D	
	SHRUBS	TREES (ACI)	SHRUBS	TREES (ACI)	SHRUBS	TREES (ACI)	SHRUBS	TREES (ACI)
10	20	12						
20	14	10	40	14				
30	12	8	28	12	60	16		
40 or more	8	8	24	12	36	14	80	20

NOTES:

- [1] Buffer widths that are less than the minimum allowed are shaded in this table.
- [2] The actual required number of shrubs or ACI of trees is determined by dividing the number of linear feet of the transitional buffer yard by 100, multiplying the result by the number of shrubs or ACI, as appropriate, required per 100 linear feet, and rounding to the nearest whole number.
- [3] If a proposed transitional buffer yard width falls between two adjacent widths listed in this table (higher listed width and lower listed width), the required ACI of trees shall be the required ACI for the lower listed width, and the required number of shrubs shall be determined by multiplying by 0.1 the difference between the proposed width in feet and the lower listed width, multiplying the result by the difference between the number of shrubs listed for the higher listed width and number of shrubs listed for the lower listed width, adding the result to the number of shrubs required for the lower listed width, and rounding to the nearest whole number. For example, a proposed Type A transitional buffer yard with a width of 25 feet requires 10 ACI of trees (the same as a 20-foot buffer) and 13 shrubs $((5 \times 0.1) \times (14 - 12) + 12)$ per 100 linear feet.
- [4] Any transitional buffer yard that is less than 15 feet in width shall include a wall made of brick, stone, or stucco that is at least 6 feet in height.

~~[5] "Trees" and "shrubs" required by this table shall comply with Sec. 17-5.3(c)(4), Trees, and Sec. 17-5.3(c)(5), Shrubs (see Sec. 17-9.4, Definitions)~~

1. Fences and walls;
 2. Retaining walls;
 3. Sidewalks, trails, and bike paths, provided they intersect the transitional buffer yard at a 90-degree angle; and
 4. Driveways and parking lot aisles necessary to comply with Sec. 17-5.1(c)(2), Cross Access Between Adjoining Developments; and
 5. Stormwater areas that incorporate Low Impact Development (LID) practices using plant material to manage stormwater.
- b. Development within a transitional buffer yard shall not reduce the general separation of land uses or interfere with the required plantings.

(6) Modification or Waiver for Development Abutting Park or Greenway

If a required transitional buffer yard abuts a park or greenway, the Zoning Administrator may modify or waive any requirement in this subsection on finding that the required transitional buffer yard would otherwise be inconsistent with purposes of this subsection.

(7) Planting and Materials Standards

Trees, shrubs, fences and walls, and berms required by this subsection shall comply with Sec. 17-5.3(c), General Landscaping Standards, unless otherwise specified in subsections a through c below.

a. General

1. Trees, shrubs, fences and walls, and berms shall be arranged in a manner that provides the maximum possible visual separation between adjacent land uses, including the massing of shrubs in rows or groups as needed to achieve the maximum screening effect.
2. If a fence or wall or berm is located in a transitional buffer yard, all required trees and shrubs shall be located in an abutting planting area that is at least five feet in width along the length of the transitional buffer yard.

b. Trees

1. Trees shall be shade trees, except:
 - (i) Trees located within 15 feet of an overhead power line shall be small-maturing trees; and
 - (ii) Up to 50 percent of required trees where a brick, stone, or stucco wall having a height of at least six feet is included may be small-maturing trees.
2. At least 50 percent of required trees shall be evergreen species in unreduced buffers.

(5) Minimum Area

A street protective yard shall have a minimum area of ten feet times the linear feet of the site of the proposed development that abuts an existing or proposed street right-of-way.

(6) Minimum Plantings

A street protective yard shall comply with the following landscaping standards:

- a. A street protective yard shall contain at least one shade tree for every 40 linear feet of street protective yard or fraction thereof, excluding portions of the street protective yard where driveways are located, ~~provided, street trees that comply with Sec. 17-6.2(c)(9), Street Trees, shall count toward this requirement. and areas necessary to avoid intrusion in to sight areas.~~
- b. A street protective yard shall contain a minimum of one shade tree, provided, street trees that comply with Sec. 17-6.2(c)(9), Street Trees, shall count toward this requirement.
- c. At least 60 percent of the street protective yard area not used for shade trees or for pedestrian or vehicular access shall be covered in shrubs, ground cover, small-maturing trees, or turf, and all other portions of the street protective yard shall be mulched. A minimum of 75 percent of the area designated on the landscaping plan for grass or ground cover shall be covered by established grass or ground cover within one calendar year from the time of planting.
- ~~d. Unless otherwise necessary to avoid intrusion in to sight areas, at least one shade tree for every 40 linear feet of street protective yard or fraction thereof, excluding driveway widths, shall be provided, except as modified in e below.~~
- e d.** Within 20 feet of an overhead power line, small-maturing trees spaced between 20 and 30 feet apart on center, unless otherwise necessary to avoid intrusion into sight areas, shall be substituted for required shade trees.

(7) Development Within Street Protective Yards

Development in a street protective yard shall be limited to the following:

- a. Fences and walls;
- b. Retaining walls;
- c. Flagpoles, lamp or address posts, mailboxes, and similar features;
- d. Sidewalks, trails, and bike paths;
- e. Driveways or parking lot aisles having a width of 35 feet or less, provided the centerline of the driveway or parking lot aisle forms a 90-degree angle with the boundary between the site and the right-of-way; and
- f. Stormwater areas treated as site amenities in accordance with Sec. 17-5.5, Open Space.

Article 5: Development Standards

Sec. 17-5.3. Landscaping

(f) Vehicular Surface Areas

(f) Vehicular Surface Areas

(1) Purpose

The standards set forth in this subsection for the provision of landscaping in and around vehicular surface areas (parking lots) are designed to:

- a. Enhance their appearance;
- b. Provide shade to reduce heat and glare reflected by paving;
- c. Reduce stormwater runoff;
- d. Filter particulate and gaseous pollutants from the air; and
- e. Reduce the glare of headlights and noise on surrounding properties.

(2) Applicability

The following shall comply with the standards in this subsection:

- a. Any new vehicular surface area (parking lot) whether principal or accessory use;
- b. Any new, additional, or expanded portion of an existing vehicular surface area; and
- c. Any existing vehicular surface area that is used to satisfy the off-street parking requirements for a new building, ~~or the expansion of an existing building~~, or the renovation costs exceeding 50% of the taxable building value of an existing building.

(3) Street Protective Yards for Vehicular Surface Areas

- a. A street protective yard located between a vehicle surface area, other than a parking structure, and a street right-of-way shall comply with the standards in Sec. 17-5.3(e), Street Protective Yards, as modified by 1 or 2 below, provided, 1 and 2 below shall not apply where a vehicular surface area is located behind a building from the street right-of-way:
 1. The street protective yard shall include an opaque screen along the length of the street protective yard, excluding portions of the street protective yard where driveways or sight areas are located, that is between two and one-half and three feet in height and that consists of:
 - (i) Evergreen shrubs that measure at least two feet in height at the time of planting and reach a mature height of or may be maintained at a height of two-and-one-half to three feet within one year of planting; or
 - (ii) A wall composed of brick, stone, or stucco, which may be combined with decorative metal, such as wrought iron, if the wall achieves opacity at an average height of between two and one-half and three feet.

Article 5: Development Standards**Sec. 17-5.3. Landscaping
(f) Vehicular Surface Areas**

2. Where a street protective yard includes a brick, stone, or stucco wall in accordance with 1(ii) above:
 - (i) The minimum width of the street protective yard is reduced by 50 percent, provided the street protected yard shall not at any point be less than five feet in width;
 - (ii) The required number of shrubs is reduced by two-thirds, if all required shrubs are planted between the wall and the right-of-way; and
 - (iii) Up to forty percent of required shrubs may be deciduous shrubs having a maximum height of three feet.
- b. A street protective yard located between a parking structure and a street right-of-way shall comply with the standards in Sec. 17-5.3(e), Street Protective Yards, as modified by the following standards:
 1. The minimum width of the street protective yard shall be the width of the minimum front yard setback or 20 feet, whichever is smaller.
 2. The minimum area of the street protective yard shall be:
 - (i) Where the minimum front yard setback is zero feet, the area necessary to provide adequate planting areas for the healthy growth of required trees to maturity;
 - (ii) In all other cases, the smaller of the area of the required front yard or the area of the front yard defined by a 20-foot setback.

(4) Interior Planting Areas

A vehicular surface area, other than a parking structure, shall include interior planting areas that comply with the standards in this subsection.

a. Size

1. An interior planting area shall have a minimum of either:
 - (i) ~~200~~ Up to 275 square feet of area for each tree in the planting area; or
 - (ii) A volume of low compacted, absorbing soil equal to:
 - (a) 1,000 cubic feet for each large maturing (height of 50 or more feet) tree in the planting area;
 - (b) 650 feet for each medium maturing (height greater than 30 feet and less than 50 feet) tree in the planting area; and
 - (c) 300 feet for each small maturing (height of 30 or fewer feet) tree in the planting area.
2. A planting area shall not measure less than five feet in any horizontal dimension, not including any curb width.

Article 5: Development Standards**Sec. 17-5.3. Landscaping****(f) Vehicular Surface Areas**

on the landscaping plan for grass or ground cover shall be covered by established grass or ground cover within one calendar year from the time of planting.

2. Cumulatively, the planting areas shall contain a minimum of one shade tree for every 3,200 square feet of total vehicular surface area or fraction thereof.
3. Each planting area shall contain at least one shade tree, provided, small-maturing trees shall be substituted for shade trees within 15 feet of overhead power lines;
4. Shade trees shall be spaced a minimum of 40 feet apart, or, if planted groups, a minimum of 25 feet apart;
5. Small-maturing trees shall be spaced a minimum of 30 feet apart, or, if planted in groups, a minimum of 15 feet apart.
6. Trees shall not be planted within ten feet of a tree located in the public right-of-way.
7. Planting areas shall be protected from vehicle damage by the installation of curbing, wheel stops, or other comparable methods. The placement of plant material shall allow for a minimum two-and-one-half foot bumper overhang from the face of curbing, wheel stops, or other comparable devices. This standard shall not be construed to prohibit the use of planting areas as stormwater management devices.

(5) Vehicular Display Areas

A vehicular display area shall comply with the standards in Sec. 17-5.3(f)(4), Interior Planting Areas, provided

- a. No stored vehicle shall be located farther than 40 feet from the edge of any landscaped planting area; and
- b. Small maturing trees may be substituted for required shade trees within interior landscaped planting areas.

(6) Planted Medians

A vehicular surface area, other than a parking structure, that has an area greater than two acres shall include planted medians that comply with the standards in subsections a through d below.

a. Number

One planted median is required for every two acres of vehicular surface area, rounded to the closest two-acre increment.

b. Size

1. Each planted median shall contain a minimum of 840 square feet of planted space.

Article 5: Development Standards

Sec. 17-5.3. Landscaping

(f) Vehicular Surface Areas

2. A planted median shall have a minimum of either:

Article 5: Development Standards

Sec. 17-5.3. Landscaping

(g) Site Landscaping

Article 5: Development Standards

Sec. 17-5.3. Landscaping

(h) Site Tree Density

- (i) ~~200~~ Up to 275 square feet of area for each tree in the planting area;
or
 - (ii) A volume of low compacted, absorbing soil equal to:
 - (a) 1,000 cubic feet for each large maturing (height of 50 or more feet) tree in the planting area;
 - (b) 650 feet for each medium maturing (height greater than 30 feet and less than 50 feet) tree in the planting area; and
 - (c) 300 feet for each small maturing (height of 30 or fewer feet) tree in the planting area.
 - 3. The minimum width of a median at any point is five feet, not including any curb width.
- c. Configuration**
- 1. The length of the planted median shall be uninterrupted except for access ways approved by the Zoning Administrator.
 - 2. The amount of impervious surface within the planted median shall not exceed 20 percent of the area of the planted median.
- d. Minimum Plantings**
- 1. Shade trees shall be planted in the required medians at an average spacing of 40 feet on center.
 - 2. At least 60 percent of a planted median shall be covered in shrubs, ground cover, small-maturing trees, turf, and other plants, and all other portions of the planted median shall be mulched.

(g) Site Landscaping**(1) Purpose**

Site landscaping is landscaping that is not required for vehicular surface area landscaping, transitional buffer yard landscaping, or street protective yard landscaping, that is designed to soften the visual impact of building foundations and provide for the even dispersal of trees across a development site.

(2) Applicability

- a. Unless exempted in accordance with b below, all development shall comply with the standards in this subsection.
- b. The following are exempt from the standards in this subsection:
 - 1. Development that consists solely of a change in land use;
 - 2. Single-family detached dwellings;
 - 3. Two-family dwellings;

Article 5: Development Standards

Sec. 17-5.3. Landscaping

(g) Site Landscaping

Article 5: Development Standards

Sec. 17-5.3. Landscaping

(h) Site Tree Density

4. Townhouses;
5. Agricultural uses; and

2. All development other than single-residential subdivisions: 30 units per acre.

(4) Determination of Required Planting

The density factor for a site (DFS) is a measurement of the tree coverage on a site, based on the amount of tree trunk diameter per acre and the species of tree. The number and type of trees that must be planted to comply with the minimum DFS is determined by:

- a. Multiplying the number of site acres by the applicable minimum DFS;
- b. Applying any credit for remaining trees (see Sec. 17-5.3(h)(5), Credit for Remaining Trees) toward the DFS; and
- c. Determining a combination of trees that will meet or exceed any remaining DFS using Table 17-5.3(h)(4): Conversion from Caliper to Density Factor Units for New Trees.

TABLE 17-5.3(H)(4): CONVERSION FROM CALIPER TO DENSITY FACTOR UNITS FOR NEW TREES		
CALIPER IN INCHES	DENSITY FACTOR UNITS [1]	
	SOFTWOOD TREE (E.G. PINE, RED CEDAR)	HARDWOOD TREE (E.G. OAK, ELM MAPLE)
1	0.0	0.0
2	0.5	1.0
3	0.8	1.5
4 or more	1.0	2.0
NOTES:		
[1] A Palmetto tree, <u>at least 8 feet tall</u> , equals one density factor unit, regardless of size .		

(5) Credit for Remaining Trees

For each tree in fair or better condition indicated on the landscaping plan as remaining on the site following development, including any trees used to comply with the requirements in Sec. 17-5.4, Tree Protection, the landscaping plan shall show the diameter-at-breast-height (DBH). Credit toward the minimum DFS for such trees shall be determined by converting the DBH of each tree to a unit that is compatible with the DFS using Table 17-5.3(h)(5): Conversion of DBH to Density Factor Units for Trees Remaining on Site, and then summing the results to obtain the total credit for remaining trees on the site.

Article 5: Development Standards**Sec. 17-5.3. Landscaping****(h) Site Tree Density**

TABLE 17-5.3(H)(5): CONVERSION OF DBH TO DENSITY FACTOR UNITS FOR TREES REMAINING ON SITE		
DIAMETER-AT-BREAST- HEIGHT (DBH) IN INCHES	DENSITY FACTOR UNITS	
	SOFTWOOD TREE (E.G. PINE, RED CEDAR)	TREE OTHER THAN SOFTWOOD <u>HARDWOOD</u> <u>TREE (E.G. OAK, ELM)</u>
Less than 6	0	0
6 to 8	1.5	3
9 to 11	2.4	4.8
12 to 14	3.2	6.4
15 to 17	3.8	7.6
18 to 20	4.4	8.8
21 to 23	5.2	10.4
24 to 26	10.2	20.4
27 to 29	12.9	25.8
30 to 32	15.6	31.2
33 to 35	18.9	37.8
36 to 38	22.5	45
39 to 41	26.1	52.2
42 to 44	30.3	60.6
45 to 47	34.5	69
48 to 50	39.3	78.6
Greater than 50	42.3	84.6

(6) Additional Credits

- a. The Zoning Administrator may credit trees relocated within the site toward the DFS by multiplying by 0.7 the density factor units calculated for the DBH of each tree to be relocated in accordance with Table 17-5.3(h)(5): Conversion of DBH to Density Factor Units for Trees Remaining on Site.
- b. Trees used to comply with other landscaping standards in this Section, including but not limited to those that apply to transitional buffer yards, street protective yards, vehicular surface areas, and site landscaping, may also be credited toward the DFS.
- c. Trees used to comply with Sec. 17-5.4, Tree Protection, may also be credited toward the DFS.

(7) Tree Location Standards

- a. The spacing of trees planted to meet the DFS shall be compatible with spatial limitations and with responsible consideration of potential species size.

Article 5: Development Standards

Sec. 17-5.4. Tree Protection

(a) Purpose

- a. Screening shall be accomplished with one or more of the following:
 1. A closed fence, made of wood, **opaque metal**, or composite material approved by the Land Development Administrator, with the finished side facing away from the area to be screened;
 2. A masonry wall; or
 3. Natural plants.
- b. At least 75 percent of the periphery of the display area, excluding driveways and sight areas, shall be screened to an average height of three feet. Any screening material higher than 60 inches shall be excluded when determining the average height of screening.
- c. Any gap in screening along the periphery of the display shall not exceed six feet, except where a larger gap is necessary for a driveway or sight area.
- d. A minimum of 60 percent of any shrubs used for screening shall be evergreen species. Shrubs shall be a minimum of 18 inches tall when planted and expected to reach a mature height and width sufficient to provide the required screening within three years of planting.

(6) Utility Service Areas

- a. Screening shall be accomplished in such a manner as to provide complete, opaque screening of the utility service area from the public right-of-way or residential zones, and to allow safe operation and access to the utility service area.
- b. All required screening shall be located outside the public right-of-way.
- c. Any plantings used for screening shall be locally adapted evergreen species that are a minimum of 24 inches tall when planted and expected to reach a mature height and width sufficient to provide the required screening of the utility service area within three years of planting.

(7) Stormwater Retention or Detention Ponds

Screening for a stormwater retention or detention pond shall, at a minimum, consist of:

- a. Evergreen shrubs that are expected to reach four feet in height within three years of planting, at a maximum spacing of five feet on center; and
- b. Trees, at least 50 percent of which are an evergreen species, at a maximum spacing of 25 feet on center.

AMENDING**Article 3: Zoning Districts****Sec. 17-3.3. Mixed-Use, Activity Center, and Corridor Base Zoning Districts, (d) MU-2: Mixed-Use District, Front Yard Setback**

Summary: Amending to remove front yard set-back for uses other than single/multi family.

Article 3: Zoning Districts**Sec. 17-3.3. Mixed-Use, Activity Center, and Corridor Base Zoning Districts****(d) MU-2: Mixed-Use District****(d) MU-2: Mixed-Use District****(1) Purpose**

The purpose of the Mixed-Use (MU-2) District is to provide lands that accommodate medium-density, walkable mixed-use development in a gridded street pattern.

Allowed uses include single-family, two-family, townhouse, and multi-family development, as well as a moderate range of neighborhood-serving mixed-use, retail, office, and personal services development.

**(2) Use Standards**

Allowed uses and use-specific standards for principal, accessory, and temporary uses are established in Article 4: Use Regulations.

(3) Intensity and Dimensional Standards

Standard		Townhouse	Single-Family and Two-Family	Multi-Family and Mixed Use	All Other Uses
Lot Area, min. (sf.)		8,000[1]/1,500[2]	5,000	10,000	5,000
1	Lot Width, min. (ft.)	75[1]/18[2]	50	75	50
2	Lot Depth, min. (ft.)	50			N/A
Lot Coverage, max. (% of site area)		N/A			
Density, max. (du/acre)		N/A			
3	Front Yard Setback (ft.)	Min.	15	0	N/A
		Max.	15		
4	Side Yard Setback, min. (ft.)	[3]	5		
5	Rear Yard Setback, min. (ft.)		10		
6	Building Height, max. (ft.)		60		

Notes: ft. = feet sf. = square feet du. = dwelling unit

[1] Applies to the development lot as a whole rather than individual lots under individual units.

[2] Applies to individual lots under individual units.

[3] A minimum of five feet required between end units and side yard and ten feet between end units and any secondary front yard.

AMENDING**Article 4: Use Regulations****Sec. 17-4.2. Principal Uses, (b) Principal Use Table for Base Zoning Districts, Household Living Uses, Dwelling, Single-Family Detached**

Summary: Amending to permit single-family dwelling in NAC District.

Article 4: Use Regulations

Sec. 17-4.2. Principal Uses

(b) Principal Use Table

(4) Principal Use Table for Base Zoning Districts

TABLE 17-4.2(B)(4): PRINCIPAL USE TABLE FOR BASE ZONING DISTRICTS																											
P = PERMITTED BY RIGHT								C = ALLOWED CONDITIONAL				S = ALLOWED AS SPECIAL EXCEPTION								BLANK CELL = PROHIBITED							
Principal Use Category	Principal Use Type	Residential Districts								Mixed-Use, Activity Center, and Corridor Districts								Institutional and Campus Districts				Industrial Districts			Use-Specific Standards		
		T/C	LL-R	RSF-1	RSF-2	RSF-3	RD	RD-MV	RM-1	RM-2	MU-1	MU-2	NAC	CAC	RAC	O-I	DAC	GC	MC	INS-GEN	INS-U/M	INS-ZOO	INS-T/U	LI		HI	EC
RESIDENTIAL USES																											
Household Living Uses	Cottage neighborhood development				P	P	P	P	P	P	P																Sec. 17-4.2(c)(1)a.1
	Dwelling, live-work								C	C	C	C	C	C	C	C		C									Sec. 17-4.2(c)(1)a.2
	Dwelling, mixed-use										P	P	P	P	P	S	P	S	P							P	
	Dwelling, multifamily								P	P	P	P	P	P	P	S	P	S	P							P	
	Dwelling, single-family detached	P	P	P	P	P	P	P	P	P	P	P	P			P		S									
	Dwelling, townhouse								P	P	P	P	P			S	P		P							P	
	Dwelling, two-family						P	P	P	P	P	P				P		S	P								
	Mobile home park																										
Group Living Uses	Continuing care retirement community (CCRC)										S	S		C	C		C	C									Sec. 17-4.2(c)(1)b.1
	Dormitory, private																C/S		C/S		C/S						Sec. 17-4.2(c)(1)b.2
	Dormitory, public													P	P	S	P		P	S	P						

AMENDING

Article 7: Nonconformities

Sec. 17-7.6(b)(1): Nonconforming Site Features/Alterations of Buildings or Structures; and

Table 17-7.6(b): Required Additional Nonconforming Site Feature Compliance for Alterations; and

Table 17-7.6(c): Required Additional Nonconforming Site Feature Compliance for Expansions

Summary: *Change basis for value from “fair market” to “taxable” and clarify non-conforming expansions may not extend into a required buffer.*

Sec. 17-7.6 Nonconforming Site Features

(a) General

- (1) This Section establishes a mechanism for increasing compliance of nonconforming site features with the standards in this Ordinance as part of the alteration or expansion of a structure on the site.
- (2) For purposes of this Article, the term “nonconforming site features” includes the following:
 - a. Nonconforming off-street parking (see Sec. 17-5.2);
 - b. Nonconforming landscaping (see Sec. 17-5.3); and
 - c. Nonconforming signs (see Sec. 17-5.10).
- (3) Notwithstanding any provision in this Section, any replacement of nonconforming outdoor advertising sign display surface area shall comply with Sec. 17-7.5(c), Replacement of Nonconforming Outdoor Advertising Signage.
- (4) An alteration, addition, or expansion of a building or structure in accordance with this section shall not increase the degree of nonconformity of a nonconforming site feature.

(b) Alterations of Buildings or Structures

- (1) If an application for a building permit is submitted for the alteration of a building or structure on a site that has one or more nonconforming site features, and if the cost of the proposed alteration, combined with all alterations of the same building or structure during the preceding five-year period, exceeds 25 percent of the recorded ~~fair-market~~ taxable value of the building or structure ~~at the beginning of the five-year period~~, the applicant shall bring the nonconforming site features into compliance in accordance with Table 17-7.6(b): Required Additional Nonconforming Site Feature Compliance for Alterations.

(c) Additions and Expansions

- (1) If an application for a building permit is submitted for the expansion of a building on a site that has one or more nonconforming signs, as a part of the expansion, the applicant shall bring all nonconforming signs on the site into full compliance with the sign standards in this Ordinance (see 0).
- (2) If an application for a building permit is submitted for the expansion of a building on a site that has one or more nonconforming site features, other than nonconforming signs, and if the increase in gross floor area, combined with all expansions of the building during the preceding five-year period, exceeds 15 percent of the total gross floor area of the building at the beginning of the five-year period, the applicant shall bring the nonconforming site features, other than nonconforming signs, into compliance in accordance with Table 17-7.6(c): Required Additional Nonconforming Site Feature Compliance for Expansions.

TABLE 17-7.6(C): REQUIRED ADDITIONAL NONCONFORMING SITE FEATURE COMPLIANCE FOR EXPANSIONS		
EXTENT OF BUILDING EXPANSION	REQUIRED ADDITIONAL COMPLIANCE OF NONCONFORMING SITE FEATURE	
	Landscaping	Parking
Less than 15 percent increase in gross floor area [1]	None	
Increase in gross floor area of 15 percent or more but less than 25 percent [1]	None	Minimum off-street parking standards that result in nonconformity, multiplied by the same percentage that determines the extent of the building expansion, not to exceed full compliance
Increase in gross floor area of 25 percent or more but less than 50 percent [1]	Minimum off-street parking and landscaping standards that result in nonconformity, multiplied by the same percentage that determines the extent of the building expansion, not to exceed full compliance, [2] except for the following standards: • Sec. 17-5.3(i), Screening: full compliance is required • Sec. 17-5.3(f)(4), Interior Planting Areas: no additional compliance is required • Sec. 17-5.3(h), Site Tree Density: no additional compliance is required	
Increase in gross floor area of 50 percent or more [1]	Full compliance with all parking and landscaping standards is required	
NOTES:		
[1] The increase in gross floor area consists of the gross floor area of the proposed expansion combined with the gross floor area of all expansions of the same building during the preceding five-year period. Gross floor area of an expansion shall be as shown on the building permit application.		
[2] For example, assume a site requires a Type B transitional buffer yard, but the current buffer yard has a width of 10 feet and includes 6 shrubs and 5 caliper inches per 100 linear feet. Assume the expansion results in a 30 percent increase in the gross floor area. A compliant Type B transitional buffer yard could have a width of 20 feet, if it included 40 shrubs and 14 caliper inches per 100 linear feet. For the transitional buffer yard standard, one combination of additional width and plantings that would meet the requirements of this section would be an increase in width of 6 feet (20 feet x 30 percent), 12 shrubs (40 x 30 percent) and 4 caliper inches (14 X 30 percent) per linear foot. The result would be a transitional buffer that is 16 feet wide and contains 18 shrubs and 9 caliper inches per 100 linear feet.		
[3] No structure shall be expanded into a transitional buffer yard.		

Article 7: Nonconformities**Sec. 17-7.6. -Nonconforming Site Features****(b) Alterations of Buildings or Structures**

TABLE 17-7.6(B): REQUIRED ADDITIONAL NONCONFORMING SITE FEATURE COMPLIANCE FOR ALTERATIONS			
EXTENT OF ALTERATION OF BUILDING OR STRUCTURE	REQUIRED ADDITIONAL COMPLIANCE OF NONCONFORMING SITE FEATURE		
	Landscaping	Parking	Signs
Cost of the alteration is less than 25 percent of the value of the building or structure [1][2]	None		
Cost of the alteration is 25 percent or more but less than 50 percent of the value of the building or structure [1][2]	None	Minimum off- street parking standards that result in nonconformity, multiplied by the same percentage that determines the extent of the alteration of the building or structure, not to exceed full compliance	Full compliance with all sign standards is required
Cost of the alteration is 50 percent or more but less than 75 percent of the value of the building or structure [1][2]	Minimum off-street parking and landscaping standards that result in nonconformity, multiplied by the same percentage that determines the extent of the alteration of the building or structure, not to exceed full compliance, [3] except for the following standards: • Sec. 17-5.3(i), Screening: full compliance is required • Sec. 17-5.3(f)(4), Interior Planting Areas: no additional compliance is required • Sec. 17-5.3(h), Site Tree Density: no additional compliance is required		Full compliance with all sign standards is required
Cost of the alteration is 75 percent or more of the value of the building or structure [1][2]	Full compliance with all parking, landscaping, and sign standards is required		
NOTES:			
[1] The cost of the alteration consists of the cost of the proposed alteration combined with the cost of all alterations of the same building or structure during the preceding five-year period. Costs shall be as shown on the building permit application and shall include the costs of materials and labor.			
[2] The value of the building or structure shall be the <u>fair market taxable</u> value of the building or structure at the beginning of the preceding five-year period.			
[3] For example, assume a site has 12 of 30 required parking spaces and the cost of remodeling is 50 percent of the value of the building. The number of additional parking spaces required would be determined by multiplying the total required (30 spaces) by 50 percent, or 15 spaces, bringing the number of parking spaces on the site to 27 (90 percent of the total required). If, instead of 12 spaces, the site initially had 20 spaces, only 10 additional parking spaces would be required, bringing the parking spaces on the site to 30 (100 percent of the total required).			

- (2) For purposes of this Subsection, the term “alteration of a building or structure” means any alteration, as defined in the Building Code, of a structure lawfully erected prior to August 30, 2021, excluding any reestablishment of a nonconforming structure in accordance with Sec. 17-7.3(b), Reestablishment after Demolition, Damage, or Destruction, and any repair (other than an addition), as defined in the Building Code.

AMENDING**Article 7: Nonconformities****Sec. 17-7.1 General (c) Determination of Nonconformity Status**

Summary: Clarify existing practice that the Zoning Administrator may issue a Certificate of Zoning compliance for certain non-conforming uses.

ARTICLE 7: NONCONFORMITIES

Sec. 17-7.1 General

(a) Purpose and Intent

- (1) Within the districts established by this Ordinance, there exist lots of record, structures, uses of land and structures, and signs, and other site features that were lawfully established before this Ordinance was adopted or amended, that now do not conform to the terms and requirements of this Ordinance. The purpose and intent of this Article is to regulate and limit the continued existence of those lots of record, structures, uses of land and structures, signs, and other site features that do not conform to the provisions of this Ordinance or any amendments thereto.
- (2) It is the intent of this Article to permit these nonconformities to continue until they are removed, but not to encourage their survival except under the limited circumstances established in this Article. It is the further intent of this article that nonconformities shall not be enlarged upon, expanded or extended, reconstructed to continue nonconformity after major damage, or used as grounds for adding other structures or uses prohibited elsewhere in the same district. The provisions of this Article are designed to curtail substantial investment in nonconformities to preserve the integrity of this Ordinance.

(b) Authority to Continue

Nonconformities are allowed to continue in accordance with the requirements of this Article.

(c) Determination of Nonconformity Status

In all cases, the burden of establishing that a nonconformity lawfully exists shall be on the owner of the land on which the purported nonconformity is located. The Zoning Administrator may issue a Certificate of Zoning Compliance upon acceptance of reasonable proof that the nonconformity was lawfully in existence at the time of the effective date of this ordinance and has not been vacant, abandoned, or discontinued for any period of 12 consecutive months within the last six years.

(d) Minor Repairs and Normal Maintenance

- (1) Nothing in this Ordinance shall be deemed to prevent the strengthening or restoring to a safe condition of any building or part of a building declared to be unsafe by any official charged with protecting the public safety, upon order of such official. Minor repairs and normal maintenance that are required to keep nonconforming uses, structures, lots of record, signs, and other site features in a safe condition are permitted, provided the minor repair or maintenance does not extend, expand, or enlarge the nonconforming use, structure, lot of record, or sign. For the purposes of this Section, "minor repair or normal maintenance" shall mean:

AMENDING

Article 3: Zoning Districts

**Sec. 17-3.3. Mixed-Use, Activity Center, and Corridor Base
Zoning Districts (g) RAC: Regional Activity Center/Corridor
District (3) Intensity and Dimensional Standards; Side Yard
Setbacks**

Summary: Permit reduced minimum side yard setbacks

Article 3: Zoning Districts**Sec. 17-3.3. Mixed-Use, Activity Center, and Corridor Base Zoning Districts****(g) RAC: Regional Activity Center/Corridor District****(g) RAC: Regional Activity Center/Corridor District****(1) Purpose**

The purpose of the Regional Activity Center/Corridor (RAC) District is to provide lands that accommodate high- density, walkable, mixed-use development that serves the region. The district is primarily intended for commercial and mixed-use development, but high-intensity residential development is also appropriate.

Allowed uses include live/work and multi-family dwellings, mixed-use, offices, retail sales uses, commercial services, visitor accommodation, and vehicle sales and service uses.

**(2) Use Standards**

Allowed uses and use-specific standards for principal, accessory, and temporary uses are established in Article 4: Use Regulations.

(3) Intensity and Dimensional Standards

Standard	Multi-family and Mixed-Use	All Other Uses
Lot Area, min. (sf.)	10,000	5,000
1 Lot Width, min. (ft.)	75	50
Lot Coverage, max. (% of site area)	N/A	
Density, max. (du/acre)	N/A	
2 Front Yard Setback, min. (ft.)	5	
3 Side Yard Setback, min. (ft.)	0 to 5	
4 Rear Yard Setback, min. (ft.)	15	
5 Building Height, max. (ft.)	100	

Notes: ft. = feet sf. = square feet du. = dwelling unit

AMENDING

Article 4: Use Regulations

Sec. 17-4.2 Principal Uses (c) Standards for Specific Principal Uses, 4. Recreation Facility, Indoor, Not Elsewhere Listed

Summary: *Add conditions for gyms that permit the dropping of weights to protect adjacent residential lots.*

- (ii) A variance from any of the provisions of this section, and the provisions of this subsection is prohibited.

4. Recreation Facility, Indoor, Not Elsewhere Listed

- (i) Health clubs or gyms that incorporate outdoor fitness and/or permit the dropping or slamming of weights shall be prohibited within 150 feet of residential zoning districts.

45. Sexually-Oriented Businesses

(i) Purpose

The purpose of this section is to regulate sexually-oriented businesses in order to promote the health, safety, and general welfare of the citizens of the City, and to establish reasonable and uniform regulations to prevent the deleterious secondary effects of sexually-oriented businesses. The provisions of this section have neither the purpose nor effect of imposing a limitation or restriction on the content or reasonable access to any communicative materials, including sexually-oriented materials. Similarly, it is neither the intent nor effect of this section to restrict or deny access by adults to sexually-oriented materials protected by the First Amendment, or to deny access by the distributors and exhibitors of sexually-oriented entertainment to their intended market. Neither is it the intent nor effect of this section to condone or legitimize the distribution of obscene material.

(ii) Findings and Rationale

- (a) The findings in Sec. 17-4.2(c)(3)d.5(ii)(b) below are based on evidence of the adverse secondary effects of adult uses presented in hearings and in reports made available to the City Council, including the following, and on findings, interpretations, and narrowing constructions incorporated in the following:

- (a) The cases of *City of Littleton v. Z.J. Gifts D-4, L.L.C.*, 541 U.S. 774 (2004); *City of Los Angeles v. Alameda Books, Inc.*, 535 U.S. 425 (2002); *City of Erie v. Pap's A.M.*, 529 U.S. 277 (2000); *City of Renton v. Playtime Theatres, Inc.*, 475 U.S. 41 (1986); *Young v. American Mini Theatres*, 427 U.S. 50 (1976); *Barnes v. Glen Theatre, Inc.*, 501 U.S. 560 (1991); *California v. LaRue*, 409 U.S. 109 (1972); *N.Y. State Liquor Authority v. Bellanca*, 452 U.S. 714 (1981); *City of Dallas v. Stanglin*, 490 U.S. 19 (1989); and,
- (b) The cases of *Imaginary Images, Inc. v. Evans*, 612 F.3d 736 (4th Cir. 2010); *D.G. Restaurant, Inc. v. City of Myrtle Beach*, 953 F.2d 140 (4th Cir. 1991); *Giovani Carandola, Ltd. v. Fox*, 470 F.3d 1074 (4th Cir. 2006); *Independence News, Inc. v. City of Charlotte*, 568 F.3d 148 (4th Cir.

AMENDING**Article 4: Use Regulations**

Sec. 17-4.2 Principal Uses (b) Principal Use Table (4) Principal Use Table for Base Zoning Districts: Recreation/ Entertainment Uses; Recreation facility, indoor, not elsewhere listed

Summary: *Add conditions for gyms that permit the dropping of weights*

Article 4: Use Regulations

Sec. 17-4.2. Principal Uses

(b) Principal Use Table

TABLE 17-4.2(B)(4): PRINCIPAL USE TABLE FOR BASE ZONING DISTRICTS																											
P = PERMITTED BY RIGHT									C = ALLOWED CONDITIONAL					S = ALLOWED AS SPECIAL EXCEPTION					BLANK CELL = PROHIBITED								
Principal Use Category	Principal Use Type	Residential Districts								Mixed-Use, Activity Center, and Corridor Districts								Institutional and Campus Districts				Industrial Districts			Use-Specific Standards		
		T/C	LL-R	RSF-1	RSF-2	RSF-3	RD	RD-MV	RM-1	RM-2	MU-1	MU-2	NAC	CAC	RAC	O-I	DAC	GC	MC	INS-GEN	INS-U/M	INS-ZOO	INS-T/U	LI		HI	EC
Office Uses	Business/Professional office									P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	
	Contractor's office												P	P	P	P	P	P						P	P	P	
Personal Services Uses	Bank, retail										P	P	P	P	P	P	P	P									
	Beauty salon or barbershop									P	P	P	P	P	P	P	P	P		P					P		
	Body piercing or tattoo establishment										C	C	C	C			C	C					C			Sec. 17-4.2(c)(3)d.1	
	Dry cleaning pick-up							C	C	C	C	C	C	C		C	C	C	S	C			C	C	C	Sec. 17-4.2(c)(3)d.2	
	Laundry, coin-operated									P	P	P	P	P		P	P	P		P			P	P			
	Nail salon									P	P	P	P	P		P	P	P		P					P		
	Non-depository personal credit institution													C		C	C	C					C	C		Sec. 17-4.2(c)(3)d.3	
	Repair of personal goods										P	P	P	P		P	P	P		P			P		P		
Recreation/ Entertainment Uses	Amusement park													P			P						P				
	Arena, stadium, or outdoor theater													P		P	P	P	P	P			P				
	Banquet hall											P	P	P		P	P	P		P					P		
	Performing arts center											P	P	P	S	P	P	P	P	P	P						
	Recreation facility, indoor, not elsewhere listed										CP	CP	CP	CP		CP	CP	CP		S	CP		C		S	Sec. 17-4.2(c)(3)d.4	
	Recreation facility, outdoor, not elsewhere listed									P	P	S	P	P		P	P	P		S	P				S		
	Sexually-oriented business																						S	S		Sec. 17-4.2(c)(3)d.5	

AMENDING**Article 2: Administration****Sec. 17-2.5 Application Specific Procedures and Decision Standards****(c) Zoning Map Amendment (3) Zoning Map Amendment
Procedure (b) Application Submission**

Summary: *Correct omission that prescribes conditions for rezoning requests.*

a. Pre-Application Conference

Required (see Sec. 17-2.4(b), Pre-Application Conference), except that a pre-application conference is not required for an application filed by a member of the City Council, the City Manager, the Director of Planning and Development Services, or the ZA.

b. Application Submission

Required (see Sec. 17-2.4(c), Application Submission).

1. An application may be submitted only by:

- (i)** A member of the City Council;
- (ii)** The City Manager;
- (iii)** The Director of Planning and Development Services;
- (iv)** The ZA;
- (v)** The ZA in accordance with a motion adopted by the City Council or the Planning Commission; or
- (vi)** The owner of the property that is the subject of the application or an authorized agent of the owner.

2. The property that is the subject of the application must have a minimum land area of at least two acres or must be extending an existing district boundary

c. Determination of Application Completeness

Required (see Sec. 17-2.4(d), Determination of Application Completeness).

d. Staff Review and Action

Required (see Sec. 17-2.4(e), Staff Review and Action).

e. Scheduling of Public Hearing and Public Notification

Required (see Sec. 17-2.4(f), Scheduling of Public Hearing and Public Notification).

f. Advisory Body Review and Recommendation

Required (see Sec. 17-2.4(g), Advisory Body Review and Recommendation).

- 1.** Within 30 days from the date that an application is referred to it, the Planning Commission shall submit its report and recommendation to the City Council. The recommendation of the Planning Commission shall be advisory only. If the Planning Commission does not submit its report within the prescribed time, the City Council may proceed to act on the proposed amendment without further awaiting the recommendations of the Planning Commission.
- 2.** The Planning Commission's recommendation shall address:
 - (i)** Whether the application complies with Sec. 17-2.5(c)(4), Zoning Map Amendment Decision Standards;

AMENDING**Article 9: Definitions and Rules of Measurement****Sec. 17-9.2 Rules of Measurement (a) Measurement (6)
Setbacks**

Summary: *Correct omission that permits a corner lot to have a reduced set-back on the side yard and prescribes through lots to have two front yard setbacks.*

Article 9: Definitions and Rules of Measurement

Sec. 17-9.2. Rules of Measurement

(a) Measurement

proposed on the lot by that portion of the net lot area allocated to the dwelling uses (and not allocated to nonresidential or non-dwelling uses).

(6) Setbacks

a. General

1. The area defined by a minimum setback is a required front, side, or rear yard (as appropriate). Allowable encroachments into required yards shall be ignored when measuring setbacks (see Sec. 17-9.2(b)(4), Allowable Encroachments into Required Yards).
2. The front of an interior lot shall be construed to be the portion nearest the street. For the purpose of determining yard requirements on corner lots and through lots, all sides of a lot adjacent to streets shall be considered frontage, and yards shall be provided upon that basis taking into account any allowed reduction in accordance with Sec. 17-9.2(b)(2), Reduction of Minimum Setback Requirements to Block Face Average. Interior lots, corner lots, and through lots (see Figure 17-9.2(b)(6)b: Examples of Lot Types) are defined in Sec. 17-9.4, Definitions.

(a) In the case of corner lots, a front yard of the required depth shall be provided on the primary frontage. A second front yard of half the depth required generally for front yards in the district shall be provided on the other frontages.

(b) In the case of through lots, front yards of the required depth shall be provided on all frontages.

Figure 17-9.2(b)(6)b: Examples of Lot Types



AMENDING**Article 5: Development Standards**

Sec. 17-5.10(c)(5): Signs/Standards/Maintenance; and

Table 17-5.10(c)(6)a.1: Total Maximum Display Surface Area of Permanent Signs; and

Table 17-5.10(c)(6)a.3: Maximum Display Surface Area for Wall Signs Per Wall; and

Table 17-5.10(c)(6)a.4.i: Maximum Height for Freestanding Signs; and

Table 17-5.10(c)(6)a.4.ii: Maximum Display Surface Area for Freestanding Signs

Summary: Remove provision that conforming, vacant signs must be removed so they may remain in place and correcting the omission of the MU-1 and MU-2 districts.

or another light source, the actual change between sign copy shall be instantaneous.

2. Where copy changes by an automated process other than those processes listed above (e.g. rotating panels, slats, or discs), the actual change between sign copy shall be accomplished within two seconds or less.

(4) Substitution

The replacement of commercial content with noncommercial content on any permitted or exempt sign is expressly allowed.

(5) Maintenance

Failure to maintain a sign or sign support structure in accordance with the standards in this subsection is a violation of this Ordinance (see Article 8: Enforcement).

- a. All signs and/or sign support structures shall be maintained in sound structural condition.
- b. A sign and/or sign support structure shall not be allowed to deteriorate to a condition in which it is unsightly in appearance or to a condition in which it requires repairs or renovations in an amount which exceeds 75 percent of its current replacement cost. For the purpose of this subsection, the phrase "unsightly in appearance" shall include but not be limited to the following conditions:
 1. Sign copy or sign support structures that are cracked, bent, broken, tattered, torn, rotted, peeling, chipping, fading, rusting, or otherwise deteriorating, especially such that the sign copy is no longer legible;
 2. Vegetation that is growing upon or clinging to sign copy or sign support structures, except where such vegetation, especially upon sign support structures, is part of planned and maintained landscaping;
 3. Exposed lighting or other electrical systems often associated with internally illuminated signs.
- c. The following are prohibited and shall be removed:
 - ~~1. A display surface area that has not contained sign copy for any period of 12 consecutive months, and the associated sign support structure;~~
 - ~~2. 1~~ 1 A non-conforming sign support structure that has not supported a display surface area for any period of 12 consecutive months; and
 - ~~3. 2~~ 2 Sign copy that originally but no longer relates in its subject matter to products, accommodations, services, or activities sold on site. However, sign copy located upon a building within a design protection district or

Article 5: Development Standards

Sec. 17-5.10. Signs
(c) Standards

Article 5: Development Standards

Sec. 17-5.10. Signs
(c) Standards

upon a building that is a landmark structure may remain where staff to the DDRC issues a Certificate of Design Approval – Historic Districts and Landmarks, finding that the sign conforms to at least one of the

guidelines for retaining historic signs listed within "The Preservation of Historic Signs" Preservation Brief, issued by the National Park Service, U.S. Department of the Interior.

(6) Permanent Signs

a. General Standards for Permanent Signs

1. Maximum Total Display Surface Area

Unless otherwise expressly stated in this Section, the total maximum display surface area of all permanent signs shall be as listed in Table 17-5.10(c)(6)a.1: Total Maximum Display Surface Area of Permanent Signs, for the zoning district in which the lot is located.

TABLE 17-5.10(C)(6)A.1: TOTAL MAXIMUM DISPLAY SURFACE AREA OF PERMANENT SIGNS		
ZONING DISTRICT AND LOT CONFIGURATION		MAXIMUM DISPLAY SURFACE AREA
Any Residential base district		On each street frontage: 20 square feet [1]
O-I, NAC, <u>MU-1</u>	Lot containing multiple establishments and multiple storefronts	For each storefront: one square foot for each linear foot of building frontage of the principal building occupied by the storefront
	Any other lot	On the lot: 150 square feet plus one square foot for each linear foot of building frontage of the principal building in excess of 150 feet that has a principal entrance
<u>MU-2</u> , GC, DAC, MC, CAC, RAC any Institutional and Campus district	Lot containing multiple establishments and multiple storefronts	For each storefront: two square foot for each linear foot of building frontage of the principal building occupied by the storefront
	Any other lot	On the lot: 300 square feet plus two square feet for each linear foot of building frontage of the principal building in excess of 150 feet that has a principal entrance
Any Industrial district	Lot containing multiple establishments and multiple storefronts	For each storefront: one square foot for each linear foot of building frontage of the principal building occupied by the storefront
	Any other lot	On the lot: 500 square feet plus 1.5 square feet for each linear foot of building frontage of the principal building in excess of 500 feet that has a principal entrance
NOTES:		
[1] For each street frontage, an additional 20 square feet of display surface area is allowed for a sign containing changeable copy.		

2. Maximum Number of Signs

The maximum number of permanent signs permitted for each street frontage for each business located on a lot shall be as listed in Table 17-5.10(c)(6)a.2: Maximum Number of Signs Per Street Frontage.

TABLE 17-5.10(C)(6)A.2: MAXIMUM NUMBER OF PERMANENT SIGNS PER STREET FRONTAGE

ZONING DISTRICT	MAXIMUM TOTAL NUMBER OF SIGNS [3]	MAXIMUM NUMBER OF FREESTANDING SIGNS [3]
Any Residential base district	1 [4]	1 [4]
All other districts	3	1

NOTES:

- [1] Only one side of a double-faced sign shall be counted when computing the number of signs.
- [2] For each service bay of a service station, one sign not exceeding five square feet in area and located over the doorway that identifies the service provided shall not count toward the maximum total number of signs listed in this table.
- [3] For purposes of this standard, a single supporting structure that supports multiple freestanding signs is considered a single freestanding sign.
- [4] For each street frontage, one additional sign containing changeable copy is permitted.

3. Wall Signs**(i) Maximum Display Surface Area for Wall Signs**

The maximum display surface of all signs on any wall shall be as listed in Table 17-5.10(c)(6)a.3: Maximum Display Surface Area for Wall Signs Per Wall, for the zoning district in which the building or structure is located.

TABLE 17-5.10(C)(6)A.3: MAXIMUM DISPLAY SURFACE AREA FOR WALL SIGNS PER WALL

ZONING DISTRICT	MAXIMUM DISPLAY SURFACE AREA FOR WALL SIGNS [1]
<u>MU-1, MU-2</u> , O-I, MC, NAC, CAC, RAC, any Institutional and Campus district	15 percent
GC, DAC, any Institutional and Campus district, any Industrial district	20 percent

NOTES:

- [1] The percentages listed are the total display surface area of all signs attached to any wall as a percentage of the area of the wall.

(ii) Location

Wall signs may be located anywhere on any wall of a building, provided, in any Residential base zoning district, wall signs shall not project above the roofline of the building.

4. Freestanding Signs**(i) Maximum Height**

The maximum height of a freestanding sign and its supporting structure shall be as listed in Table 17-5.10(c)(6)a.4.i: Maximum Height for Freestanding Signs, for the zoning district in which the

sign is located.

Article 5: Development Standards

Sec. 17-5.10. Signs

(c) Standards

Article 5: Development Standards

Sec. 17-5.10. Signs

(c) Standards

TABLE 17-5.10(C)(6)A.4.I: MAXIMUM HEIGHT FOR FREESTANDING SIGNS	
ZONING DISTRICT	MAXIMUM HEIGHT
Any Residential base district	4 feet if located within front yard 6 feet if located outside front yard
O-I, MC, NAC, CAC, <u>MU-1, MU-2</u>	15 feet
GC, DAC, RAC, any Institutional and Campus district	20 feet
Any Industrial district	35 feet

(ii) Maximum Display Surface Area for Freestanding Signs

The maximum display surface of a freestanding sign shall be as listed in Table 17-5.10(c)(6)a.4.ii: Maximum Display Surface Area for Freestanding Signs, for the zoning district in which the sign is located.

TABLE 17-5.10(C)(6)A.4.II: MAXIMUM DISPLAY SURFACE AREA FOR FREESTANDING SIGNS	
ZONING DISTRICT	MAXIMUM DISPLAY SURFACE AREA FOR ANY SIGN
O-I, NAC, <u>MU-1, MU-2</u>	75 square feet
GC, DAC, MC, CAC, RAC, any Institutional and Campus district	100 square feet
Any Industrial district	150 square feet

(iii) Location

- (a) No part of any freestanding sign or its supporting structure shall extend beyond a property line of the lot on which it is located.

5. Projecting Signs**(i) Prohibited in Residential Districts**

Projecting signs are prohibited in the Residential base zoning districts.

(ii) Maximum Height

A projecting sign shall not project more than 20 feet above the highest point of the roof of the structure to which it is attached.

(iii) Projecting Over Right-of-Way

Projecting signs may project over public rights-of-way only where front yards are less than five feet in depth, subject to the following standards:

- (a) The sign shall not extend more than the lesser of two-thirds of the distance between the building and the curblane, or the

nearest edge of the street surface; and

AMENDING**Article 2: Administration****Sec. 17-2.2. Summary Table of Development Review
Responsibilities, Bailey Bill**

Summary: Correcting omission of Bailey Bill

Article 2: Administration**Sec. 17-2.2. Summary Table of Development Review Responsibilities****(d) Approved Applications**

TABLE 17-2.2: SUMMARY OF DEVELOPMENT REVIEW RESPONSIBILITIES									
	D = DECISION	R = RECOMMENDATION	A = APPEAL	<> = PUBLIC HEARING					
APPLICATION TYPE	CITY COUNCIL	PLANNING COMMISSION	BOARD OF ZONING APPEALS	BOARD OF ZONING APPEALS – FORM-BASED CODES	DESIGN DEVELOPMENT REVIEW COMMISSION	ZONING ADMINISTRATOR	LAND DEVELOPMENT ADMINISTRATOR	CITY ENGINEER	SITE PLAN REVIEW TEAM
DISCRETIONARY APPROVALS									
Text Amendment	<D>	R				R			
Zoning Map Amendment	<D>	R			R[1]	R			
Planned Development	<D>	R				R			
Special Exception Permit			<D>						
Development Agreement	<D>	<R>							
HISTORIC PROPERTIES AND ARCHITECTURAL REVIEW									
Certificate of Design Approval – Historic Districts and Landmarks									
Minor					<A>	D			
Major					<D>	R			
Certificate of Design Approval – Design Districts									
Minor					<A>	D			
Major					<D>	R			
<u>Bailey Bill</u>					<D>				
LAND DEVELOPMENT									
Site Plan									
Minor		A					D		R
Major		D							R
Subdivision									
Minor Subdivision – Final Plat		A					D		
Major Subdivision									
Sketch Plan		A					D		
Preliminary Plat		D					R		R
Final Plat		A						D	
Street or Road Name Change		<D>					R		
PERMITS									
Conditional Use Permit			<A>			D			
Tree Removal Permit			<A>			D			
Forestry Permit			<A>			D			
Sign Permit			<A>			D			
Temporary Use Permit			<A>			D			
Zoning Permit			<A>			D			
RELIEF									
Administrative Adjustment			<A>			D			

ORDINANCE NO.: 2021-087

Amending The Unified Ordinance of the City of Columbia, South Carolina, Article 2: Administration, Sec. 17-2.2(d) Table 17-2.2; Sec. 17-2.5(c)(3)(b); Sec. 17-2.5(g); Sec. 17-2.5(y); and, Article 3: Zoning Districts, Sec. 17-3.3(d); Sec 17-3.3(f)(3); Sec. 17-3.3(g)(3); and, Article 4: Use Regulations, Sec. 17-4.2(b); Sec. 17-4.2(b) Table (4); Sec. 17-4.2 (c)(4); Sec. 17-4.3(d)(1); Sec. 17-4.3(d)(6); and, Article 5: Development Standards, Table 17-5.2(l)(1)B; Sec.17-5.3(b); Sec.17-5.3(i)(5)and 17-5.4 (f); 17-5.10(c)(5); Table 17-5.10(c)(6)a.1; Table 17-5.10(c)(6)a.3; Table 17-5.10(c)(6)a.4.i; Table 17-5.10(c)(6)a.4.ii; 17-5.11(d); Table 17-5.11(D)(4); Article 7: Nonconformities, Sec17-7.1(c); Sec17-7.6(b)(1); Sec17-7.6(b); Sec17-7.6(c); and, Article 9: Definitions and Rules Management, Sec17-9.2(a)(6); Sec.17-9.4; and Appendix C: Type: Landmarks; Table C: Type 3 Landmarks

BE IT ORDAINED by the Mayor and Council this ___ day of November, 2021, that The Unified Ordinance of the City of Columbia, South Carolina, Article 2: Administration Sec. 17-2.2. Summary Table of Development Review Responsibilities, Bailey Bill; Article 2: Administration Sec. 17-2.5 Application Specific Procedures and Decision Standards (c) Zoning Map Amendment (3) Zoning Map Amendment Procedure (b) Application Submission; Article 2: Administration, Sec. 17-2.5. Application-Specific Review Procedures and Decision Standards (g) Certificate of Design Approval – Historic Districts and Landmarks; Article 2: Administration, Sec. 17-2.5. Application-Specific Review Procedures and Decision Standards (y) Bailey Bill – Special Tax Assessment Created; Article 3: Zoning Districts, Sec. 17-3.3. Mixed-Use, Activity Center, and Corridor Base Zoning Districts, (d) MU-2: Mixed-Use District, Front Yard Setback; Article 3: Zoning Districts, Sec. 17-3.3. Mixed-Use, Activity Center, and Corridor Base Zoning Districts (f) CAC: Community Activity Center/Corridor District, (3) Intensity and Dimensional Standards, Side Yard Setbacks; Article 3: Zoning Districts, Sec. 17-3.3. Mixed-Use, Activity Center, and Corridor Base Zoning Districts (g) RAC: Regional Activity Center/Corridor District (3) Intensity and Dimensional Standards; Side Yard Setbacks; Article 4: Use Regulations, Sec. 17-4.2. Principal Uses, (b) Principal Use Table for Base Zoning Districts, Household Living Uses, Dwelling, Single-Family Detached; Article 4: Use Regulations, Sec. 17-4.2 Principal Uses (b) Principal Use Table (4) Principal Use Table for Base Zoning Districts: Recreation/ Entertainment Uses; Recreation facility, indoor, not elsewhere listed; Article 4: Use Regulations, Sec. 17-4.2 Principal Uses (c) Standards for Specific Principal Uses, 4. Recreation Facility. Indoor, Not Elsewhere Listed; Article 4: Use Regulations, Sec. 17-4.3(d)(1): Accessory Uses and Structures/Standards for Specific Accessory Uses and Structures/Accessory Dwelling Unit; Article 4: Use Regulations, Sec. 17-4.3(d)(1): Accessory Uses and Structures/Standards for Specific Accessory Uses and Structures/Accessory Dwelling Unit; Article 4: Use Regulations, Sec. 17-4.3. Accessory Uses and Structures (d) Standards for Specific Accessory Uses and Structures (6) Home Occupation; Article 5: Development Standards, Table17-5.2(l)(1) B: Bicycle Parking Standards in The MU-1, MU-2, DAC, NAC, CAC, RAC, and MC DISTRICTS; Article 5: Development Standards, Sec. 17-5.3. Landscaping (b) Applicability; Article 5: Development Standards, Sec. 17-5.3 Landscaping (i) Screening (5) Display; and, Sec. 17-5.4 Tree Protection (f) Tree Protection During Construction; Article 5: Development Standards, Sec. 17-5.10. Signs, (c) Standards; Article 5: Development Standards, Sec. 17-5.11. Green Building Standards (d) Green Building Standards, Table 17-5.11(D)(4): Green Building Point System; Vegetation; Article 7: Nonconformities, Sec. 17-7.1 General (c) Determination of Nonconformity Status; Article 7: Nonconformities, Sec. 17-7.6(b)(1): Nonconforming Site Features/Alterations of Buildings or Structures; and Table 17-7.6(b): Required Additional Nonconforming Site Feature Compliance for Alterations; and Table 17-7.6(c): Required Additional Nonconforming Site Feature Compliance for Expansions; Article 9: Definitions and Rules of Measurement Sec. 17-9.2 Rules of Measurement (a) Measurement (6) Setbacks; Article 9: Definitions and Rules of Measurement Sec. 17-9.4. Definitions (Multiple); Appendix C: Type 3 Landmarks; Table C: Type 3 Landmarks are amended as follows:

Article 2: Administration

Sec. 17-2.2(d) Table 17-2.2: Summary Table of Development Review Responsibilities; and

Sec. 17-2.5 Application Specific Procedures and Decision Standards (c) Zoning Map Amendment (3) Zoning Map Amendment Procedure (b) Application Submission; and

Sec. 17-2.5. Application-Specific Review Procedures and Decision Standards (g) Certificate of Design Approval – Historic Districts and Landmarks; and

Sec. 17-2.5. Application-Specific Review Procedures and Decision Standards (y) Bailey Bill – Special Tax Assessment Created; all as attached.

Article 3: Zoning Districts

Sec. 17-3.3. Mixed-Use, Activity Center, and Corridor Base Zoning Districts, (d) MU-2: Mixed-Use District, Front Yard Setback; and

Sec. 17-3.3. Mixed-Use, Activity Center, and Corridor Base Zoning Districts (f) CAC: Community Activity Center/Corridor District, (3) Intensity and Dimensional Standards, Side Yard Setbacks; and

Article 4: Use Regulations

Sec. 17-4.2. Principal Uses, (b) Principal Use Table for Base Zoning Districts, Household Living Uses, Dwelling, Single-Family Detached; and

Sec. 17-4.2 Principal Uses (b) Principal Use Table (4) Principal Use Table for Base Zoning Districts: Recreation/Entertainment Uses; Recreation facility, indoor, not elsewhere listed; and

Sec. 17-4.2 Principal Uses (c) Standards for Specific Principal Uses, 4. Recreation Facility, Indoor, Not Elsewhere Listed; and

Sec. 17-4.3(d)(1): Accessory Uses and Structures/Standards for Specific Accessory Uses and Structures/Accessory Dwelling Unit; and

Sec. 17-4.3. Accessory Uses and Structures (d) Standards for Specific Accessory Uses and Structures (6) Home Occupation; all as attached.

Article 5: Development Standards

Table 17-5.2(I)(1)B: Bicycle Parking Standards in the MU-1, MU-2, DAC, NAC, CAC, RAC, AND MC Districts, as attached; and

Sec. 17-5.3(b)(5)b – Landscaping/Applicability/Columbia Landscaping and Tree Fund; and

Sec. 17-5.3(c)(1)c – Landscaping/General Landscaping Standards/Installation of Required Landscaping; and

Sec. 17-5.3(c)(3)a – Landscaping/General Landscaping Standards/Species; and

Sec. 17-5.3(c)(11)d – Landscaping/General Landscaping Standards/Maintenance of Landscape Areas/Protection During Operations; and

Table 17-5.3(d)(3)b: Required Plantings by Buffer Width and Type; and

Sec. 17-5.3(d)(7)b: Landscaping/Transitional Buffer Yards/Planting and Materials Standards/Trees; and

Sec. 17-5.3(e)(6): Landscaping/Street Protective Yards/Minimum Plantings; and

Sec. 17-5.3(f)(2): Landscaping/Vehicular Surface Areas/Applicability; and

Sec. 17-5.3(f)(4)a: Landscaping/Vehicular Surface Areas/Interior Planting Areas/Size; and

Sec. 17-5.3(f)(6)b: Landscaping/Vehicular Surface Areas/Planted Medians/Size; and

Table 17-5.3(h)(4): Conversion from Caliper to Density Factor Units for New Trees; and

Sec. 17-5.3(h)(5): Landscaping/Site Tree Density/Credit for Remaining Trees; and

Table 17-5.3(h)(5): Conversion of DBH to Density Factor Units for Trees Remaining on Site; and

Sec. 17-5.3(i)(5): Landscaping/Screening/Display Areas; and

Sec. 17-5.3 Landscaping (i) Screening (5) Display; and

Sec. 17-5.4 Tree Protection (f) Tree Protection During Construction; and

Sec. 17-5.10(c)(5): Signs/Standards/Maintenance; and

Table 17-5.10(c)(6)a.1: Total Maximum Display Surface Area of Permanent Signs; and

Table 17-5.10(c)(6)a.3: Maximum Display Surface Area for Wall Signs Per Wall; and

Table 17-5.10(c)(6)a.4.i: Maximum Height for Freestanding Signs; and

Table 17-5.10(c)(6)a.4.ii: Maximum Display Surface Area for Freestanding Signs; and

Sec. 17-5.11. Green Building Standards (d) Green Building Standards; and

Article 7: Nonconformities

Sec. 17-7.1: General (c) Determination of Nonconformity Status; and

Sec. 17-7.6(b)(1): Nonconforming Site Features/Alterations of Buildings or Structures; and

Table 17-7.6(b): Required Additional Nonconforming Site Feature Compliance for Alterations; and

Table 17-7.6(c): Required Additional Nonconforming Site Feature Compliance for Expansions; all as attached.

Article 9: Definitions and Rules of Measurement

Sec. 17-9.2 Rules of Measurement (a) Measurement (6) Setbacks; and

Sec. 17-9.4. Definitions (Multiple); all as attached.

Appendix C: Type 3 Landmarks

Table C: Type 3 Landmarks as attached.

A copy of the proposed amendments to " The Unified Development Ordinance of the City of Columbia, South Carolina as adopted August 20, 2019" is attached hereto and incorporated herein by reference and available for inspection by contacting the City Clerk, City Hall, 3rd Floor, 1737 Main Street, Columbia, South Carolina, 29201; (803) 545-3045; cityclerk@columbiasc.net, or the Zoning Division, 1136 Washington Street, Columbia, South Carolina, 29201; (803) 545-3333, or viewed online at <http://www.weplantogether.org>.

Requested by:

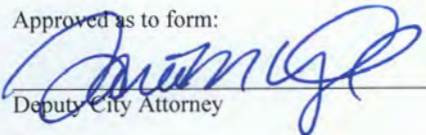
Assistant City Manager Gentry

Mayor

Approved by:

City Manager

Approved as to form:



Deputy City Attorney

ATTEST:

City Clerk

Introduced:

Final Reading:

RESOLUTION NO.: R-2021-106

Ratifying and Authorizing the City Manager to execute a Columbia Riverfront Park, Saluda River Greenway, and Vista Greenway Donation Agreement between the City of Columbia and Prisma Health and any documents necessary to consummate the acceptance of a donation to the City for the use and support of Riverfront Park and Greenways

BE IT RESOLVED by the Mayor and City Council this 9th day of November, 2021, that the City Manager's execution of the Columbia Riverfront Park, Saluda River Greenway, and Vista Greenway Donation Agreement ("Donation Agreement") between the City of Columbia and Prisma Health, a non-profit, for the acceptance of a donation to the City for the use and support of Riverfront Park and Greenways is authorized, ratified; and,

BE IT RESOLVED that in acknowledgment of such donation, the Riverfront Park and Greenways shall now be named "Prisma Health Riverfront Park," "Prisma Health Saluda River Greenway," and "Prisma Health Vista Greenway," as indicated in the Donation Agreement; and,

BE IT FURTHER RESOLVED that the City Manager is authorized to execute any other documents necessary, as approved by the City Attorney, and that City Council does hereby ratify any such documents executed, in order to consummate the acceptance of the donation and renaming of Riverfront Park and Greenways.

Requested by:

Assistant City Manager Gentry _____

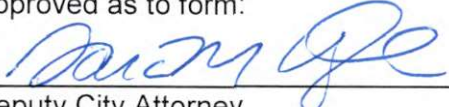
Mayor

Approved by:

City Manager

ATTEST:

Approved as to form:


Deputy City Attorney

City Clerk

Introduced:

Final Reading:

LEGAL DEPARTMENT DRAFT

Columbia Riverfront Park, Saluda River Greenway and Vista Greenway Donation Agreement

This public-private collaboration and Donation **Agreement** (“**Agreement**”), effective as of September 30, 2021 (“**Effective Date**”), is made and entered into by and between **Prisma Health**, a South Carolina nonprofit corporation (“**Prisma Health**”), and the **City of Columbia, South Carolina** (the “**City**”).

RECITALS

WHEREAS, the parties recognize that public parks, open spaces, and recreational opportunities accessible to all residents and visitors are an essential component of our community’s physical, economic, and social health and wellbeing; and

WHEREAS, the City’s creation and development of new public parks and other recreational facilities has been an acclaimed success which has improved the health and overall quality of life for its residents and visitors; and

WHEREAS, the City is committed to improving the quality of life in the community by continuing to enhance amenities of Riverfront Park, Saluda River Greenway and the Vista Greenway along with existing and planned connectors (collectively known as “Riverfront Park and Greenways”) located the City of Columbia which will serve as a space for the City’s diverse communities to gather together for recreation, fellowship, and learning; and

WHEREAS, Prisma Health is a not-for-profit integrated health system organized for charitable, educational, and scientific purposes to promote, facilitate, and enhance the delivery of quality, efficient, effective and economical health care and related services to the residents and visitors of the City, Richland County, and the broader region; and

WHEREAS, consistent with Prisma Health’s mission and purpose, Prisma Health wishes to make a charitable Donation to the City for the use and support Riverfront Park and Greenways as set forth in this Agreement; and

WHEREAS, the City desires to accept such Donation, subject to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

AGREEMENT

1. **Donation.** Prisma Health hereby pledges to the City the following Donation: Two Million Dollars (\$2,000,000) (“**Donation**”).
2. **Payment of the Donation.** The Donation is an irrevocable pledge that will be paid by Prisma Health to City of Columbia for the benefit of the Riverfront Park and Greenways via check, electronic funds transfer, or other methods acceptable to the City. Prisma Health shall pay the

full amount of the Donation on or before October 30, 2021. Prisma Health's Tax Identification Number is 82-2595551.

3. **Use of the Donation.** The Donation shall be held by City of Columbia to be used exclusively for the development, promotion, and support of the Riverfront Park and Greenways. The City and Prisma Health acknowledge and agree that no part of the Donation may be distributed to or used by the City or any third party for any other purpose than the development, support, and promotion of Riverfront Park and Greenways as expressly stated in this Agreement.
4. **Acknowledgment.** In consideration for the Donation, the City will acknowledge the Donation by naming the Riverfront Park and Greenways assets as follows: "Prisma Health Riverfront Park", "Prisma Health Saluda River Greenway", and "Prisma Health Vista Greenway", or similar names acceptable to the parties ("Naming"), the application of which is depicted in **Exhibit A** hereto ("Map"). The Naming is contingent upon approval by City Council, which shall not be unreasonably withheld. Prisma Health acknowledges that the Naming does not include all spaces and areas along the riverfront; certain areas and/or spaces along riverfront are, or may be separately, named for specific sub-areas, but Prisma Health will be the only healthcare provider-related organization granted naming rights in Riverfront Park, Saluda River Greenway and VistaGreenway. Prisma Health will have the ability to utilize Riverfront Park, Saluda River Greenway and Vista Greenway for events that engage the community in health and wellness subject to availability and other approvals required by the City for such activities. Subject to the terms of this Agreement, the Naming will be for a period of 50 years with an option to extend for an additional 50 year term as mutually agreed upon by both parties. ("Term").
 - a. **Signage Identifying Prisma Health.** As a part of the Naming, the City shall display signs visibly identifying all the Riverfront Park and Greenways as identified in Article 4 throughout the Riverfront Park and Greenways at every visitor entry point. The anticipated locations of the signs (subject to final design completion and mutual agreement of the parties) are to be placed on the areas shown on the Map attached as **Exhibit A**. To the extent consistent and in harmony with the Riverfront Park, Saluda River Greenway and Vista Greenway design and appearance, it is the parties' intent that the Prisma Health's signage shall incorporate Prisma Health's name, logo, trademarks, and/or other Prisma Health identifiers in compliance with Prisma Health's branding standards (collectively, "Prisma Health Marks"), the final size and locations of such signage to be mutually agreed upon by the City and Prisma Health. The signage shall be created and installed in a timely manner, concurrent with the Riverfront Park, Saluda River Greenway and Vista Greenway being open for public use, as well as the creation of temporary signage indicating "future" Vista Greenway as plans progress for the extension of the same, using a portion of the funds being donated via this agreement.
 - b. **Name Change; Renaming in the Event of Termination.** During the Term of the Naming, Prisma Health or its successor in interest shall be permitted, at its sole expense, to alter, change, and/or replace the appearance of Prisma Health's Marks on any Greenway Connector signage to be consistent with Prisma Health's then-current

name and branding, provided City approval is obtained prior to actual sign fabrication and installation. Any other request for a change in the Naming of the Riverfront Park, Saluda River Greenway and Vista Greenway signage shall be submitted to the City, and the City shall promptly consider the request, and approval of such request shall be at the sole discretion of City Council, which shall not be unreasonably withheld. If approved, the costs relating to such change, including replacement signage, shall be paid by Prisma Health. Should this Agreement and the Naming be Terminated in accordance with Section 5 herein, the City may rename the Riverfront Park and Greenways. The City shall consider a request by Prisma Health to extend the same Naming prior to accepting new recommendations for naming. The City shall approve any changes to the signs in advance of production and/or installation, the approval of which shall not be unreasonably withheld or delayed.

5. **Termination of Naming.**

- a. **Termination of Naming by the City.** The City may terminate this Agreement and all rights and benefits of the Prisma Health hereunder, including terminating the Naming, (a) in the event of any default in payment of the Donation as provided in this Agreement and the default in payment remains uncured for more than thirty (30) days following receipt by Prisma Health of written notice from the City of the default in payment; or (b) if Prisma Health fails to conduct itself with due respect for social conventions and decency, or willfully engages in any act or conduct or willfully becomes involved in situations which, in City Council's sole judgement, reflects unfavorably upon the City, or which result in Prisma Health being convicted of a crime or otherwise coming into public disrepute. Upon such termination of this Agreement and/or the Naming hereunder, the City shall have no further obligation or liability to Prisma Health and shall not be required to return any portion of the Donation already paid.
 - b. **Termination of Naming by Prisma Health.** Prisma Health may terminate this Agreement and require the City to remove all Prisma Health Naming from Riverfront Park and Greenways at the City's expense if: (a) the City fails to reasonably maintain Riverfront Park and Greenways and surrounding public spaces in good repair and safe condition for use by park visitors; or (b) the City fails to provide adequate policing and public safety in and around the Riverfront Park and Greenways and/or surrounding area becomes notorious for criminal activity. Upon such termination of this Agreement and/or the Naming hereunder, Prisma Health shall have no further obligation to City and shall not be required to pay any portion of the Donation not already paid.
6. **Use of Donor Marks.** To the extent that the City is permitted to use Prisma Health's Marks in signage or other public recognition of Prisma Health's Donation, the City agrees that its use of Prisma Health's Marks is non-exclusive, limited, and non-transferable and each use of Prisma Health's Marks must be approved by Prisma Health prior to use. All right, title, and interest in and to Prisma Health's Marks is and shall remain the sole and exclusive property of Prisma Health. Use of Prisma Health Marks shall be in accordance with applicable Prisma Health policies. City and Prisma Health shall in no way represent any affiliation, partnership, ownership, or any other relationship between the parties other than as expressly contemplated herein.

7. **No Other Duties or Liabilities Assumed by Prisma Health.** Prisma Health assumes no liability for any and all expenses, damages, claims, suits, actions, judgements, and costs arising from the actions of City or any third party with respect to any and all activities associated with the Riverfront Park and Greenways and surrounding public space. Additionally, Prisma Health shall have no duty or obligation towards Riverfront Park and Greenways, including but not limited to, maintenance, operations, or staffing, other than those explicitly stated in this Agreement.
8. **Intent.** It is the agreement of the parties and the intention and wish of Prisma Health that this Donation and any unpaid promised installment under this Agreement shall constitute Prisma Health's binding obligation and shall be enforceable at law and equity including, without limitation, against Prisma Health and Prisma Health's successors and assigns. Prisma Health acknowledges that the City is relying, and shall continue to rely, on Prisma Health's Donation being fully satisfied as set forth herein.
9. **Assignment.** This Agreement and the rights and benefits hereunder may not be assigned by either party without the prior written consent of the other party, which consent shall be in the sole and absolute discretion of the non-assigning party; provided, however, that the preceding restriction shall not apply to the assignment by Prisma Health to an affiliated company or any successor entity through a sale, merger, or other similar transaction.
10. **Entire Agreement.** This Agreement constitutes the entire agreement of the parties with regard to the matters referred to herein, and supersedes all prior oral and written agreements, if any, of the parties in respect hereto. This Agreement may not be modified or amended except by written agreement executed by both parties hereto. The captions inserted in this Agreement are for convenience only and in no way define, limit, or otherwise describe the scope or intent of this Agreement, or any provision hereof, or in any way affect the interpretation of this Agreement.
11. **Governing Law and Venue.** This Agreement and the rights, obligations and remedies of the parties hereto, shall in all respects be governed by and construed in accordance with the laws of the State of South Carolina, without reference to its conflict of law provisions, and venue for the resolution of all disputes regarding the terms of this Agreement or the performance thereunder, whether in law or in equity, shall be exclusively in the courts of Richland County, South Carolina.
12. **Severability.** If any part or provision of this Agreement is held invalid or unenforceable under applicable law, such invalidity or unenforceability shall not in any way affect the validity or enforceability of the remaining parts and provisions of this Agreement.
13. **Successors and Assigns.** The rights and obligations of this Agreement shall inure to and be binding upon the successors and assigns of the parties.

*[The remainder of this page intentionally left blank.
The signatures of the parties appear on the following page.]*

IN WITNESS WHEREOF, the Parties have executed this Agreement by their respective duly authorized representatives:

PRISMA HEALTH

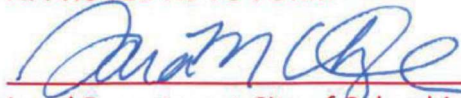
**CITY OF COLUMBIA,
SOUTH CAROLINA**



Mark S. O'Halla
President and CEO
Prisma Health

Teresa Wilson
City Manager
City of Columbia, S.C.

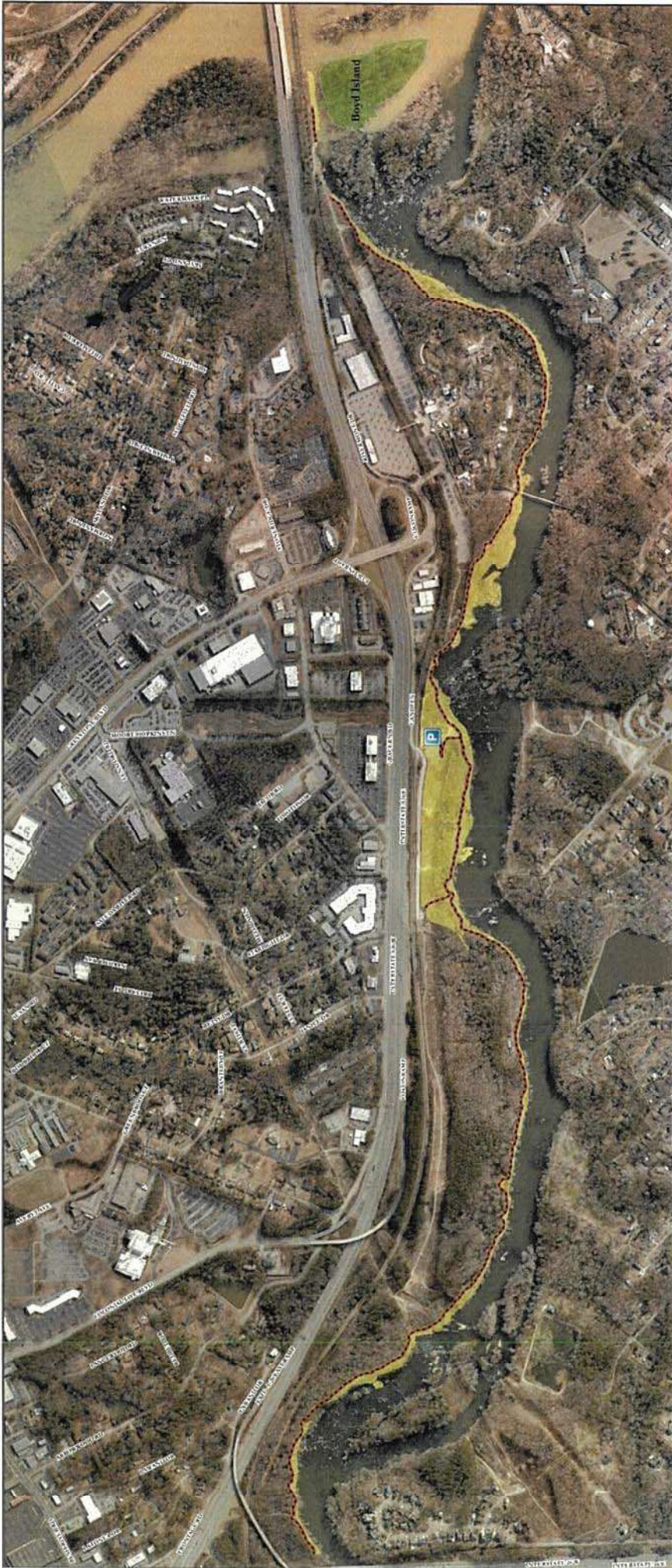
APPROVED AS TO FORM



Legal Department City of Columbia, SC
10/27/2021

Exhibit A
Map of Greenway Connector





Saluda River Greenway



Legend

- Saluda River Greenway Trails (3.45 Miles)
- Saluda River Greenway
- Parking Lot

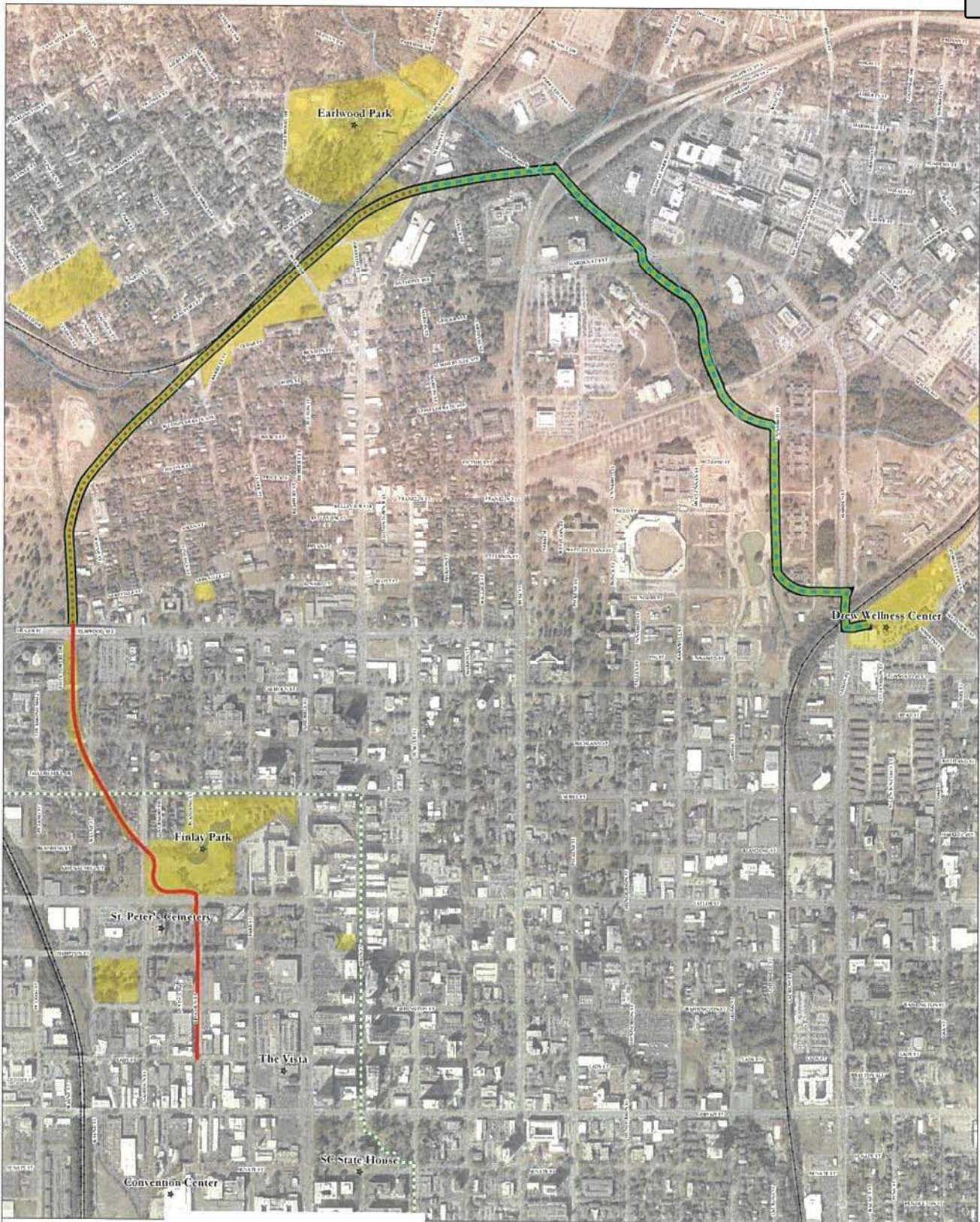


Riverfront Park & South Greenway Connector



Legend

-  Riverfront Park (3.25 Miles)
-  South Greenway Connector
-  Parking Lot



Legend

Proposed Location

..... Phase 3

..... Phase 4

— Existing Vista Greenway

■ Parks

----- Palmetto Trail

— Railroad

Vista Greenway

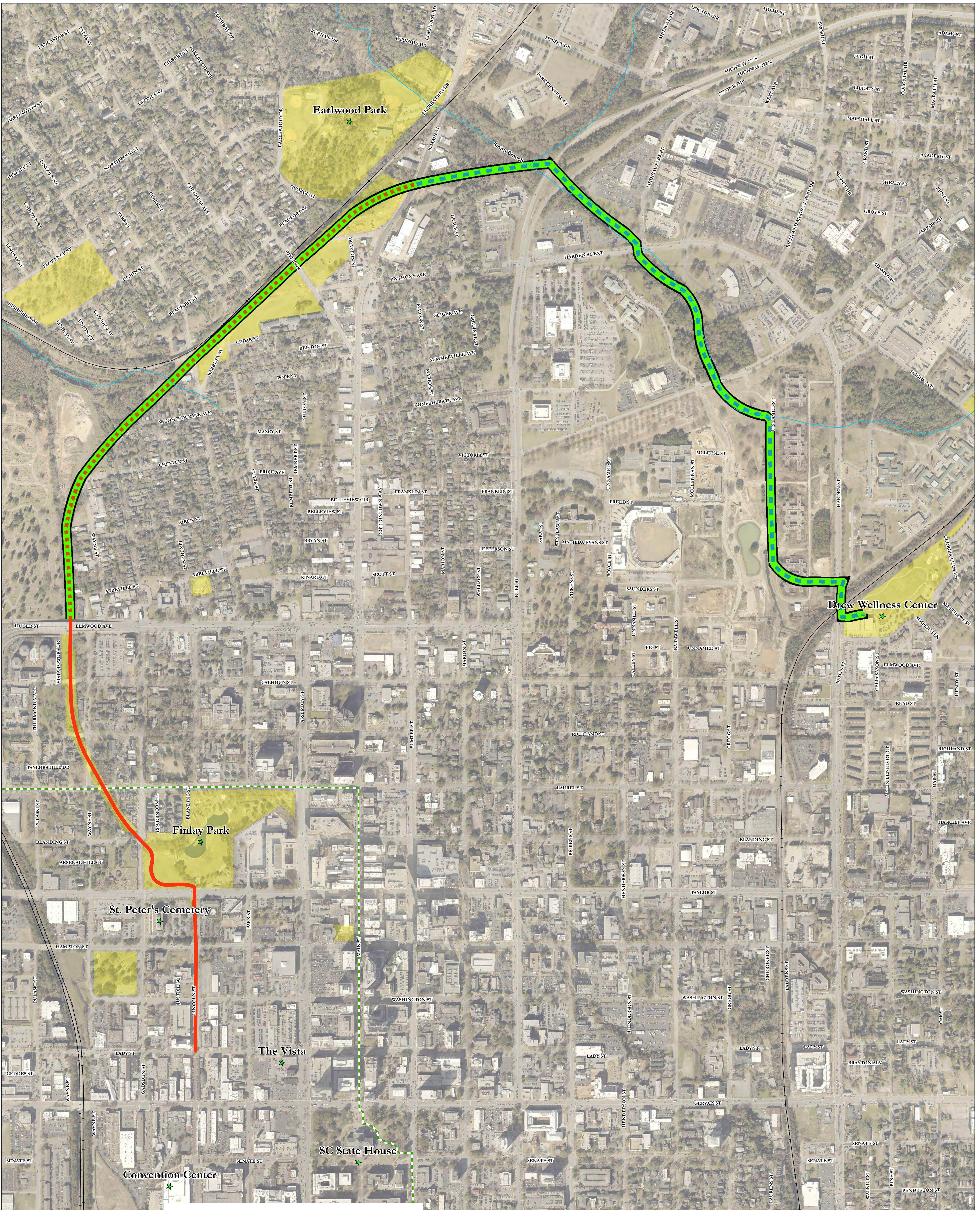
(Existing and Proposed Extension)

Disclaimer

The proposed extension layout is subject to change as the phases proceed forward and is intended to reflect a concept and not exact location of the extension



0 375 750 1,500 2,250 3,000 Feet



Legend

Proposed Location

..... Phase 3

..... Phase 4

— Existing Vista Greenway

■ Parks

--- Palmetto Trail

— Railroad

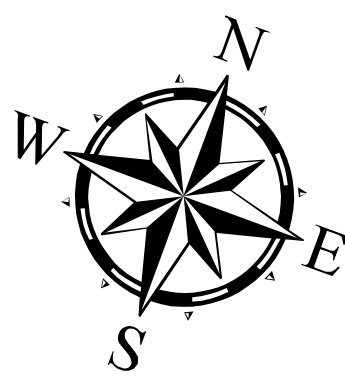
Vista Greenway

(Existing and Proposed Extension)

Disclaimer

The proposed extension layout is subject to change as the phases proceed forward and is intended to reflect a concept and not exact location of the extension

0 375 750 1,500 2,250 3,000 Feet

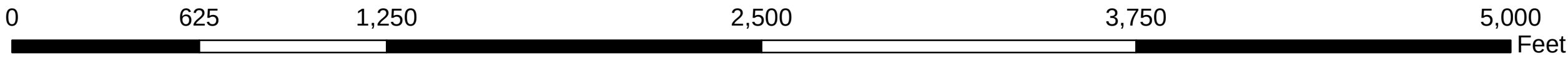
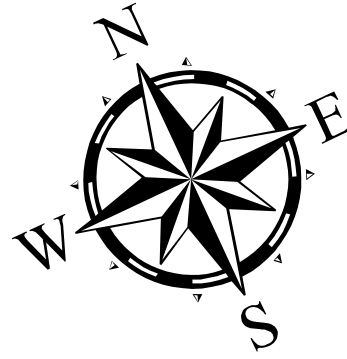




Legend

-  Saluda River Greenway Trails (3.45 Miles)
-  Saluda River Greenway
-  Parking Lot

Saluda River Greenway



RESOLUTION NO.: R-2021-111

Certifying Four (4) Building Sites as Abandoned Buildings Pursuant to the South Carolina Abandoned Buildings Revitalization Act, Title 12, Chapter 67, Section 12-67-100 et seq., of the South Carolina Code of Laws (1976), as amended, regarding the property located at 1813 Main Street and having Richland County TMS #s: R09082-01-01 to 05, R09082-02-01 to 03, R09082-03-01 to 03, Parking TMS#s: R09082-04-01 through 49

WHEREAS, the South Carolina Abandoned Buildings Revitalization Act of 2013 (the "Act") was enacted in Title 12, Chapter 67 of the South Carolina Code of Laws to create an incentive for the rehabilitation, renovation and redevelopment of abandoned buildings located in South Carolina; and,

WHEREAS, the Act provides that restoration of abandoned buildings into productive assets for the communities in which they are located serves a public and corporate purpose and results in job opportunities; and,

WHEREAS, Section 12-67-120 of the Act provides the following definitions (in pertinent part):

(1) "Abandoned Building" means a building or structure, which clearly may be delineated from other buildings or structures, at least sixty-six percent of the space in which has been closed continuously to business or otherwise nonoperational for income producing purposes for a period of at least five years immediately preceding the date on which the taxpayer files a "Notice of Intent to Rehabilitate". For purposes of this item, a building or structure that otherwise qualified as an "abandoned building" may be subdivided into separate units or parcels, which units or parcels may be owned by the same taxpayer or different taxpayers, and each unit or parcel is deemed to be an abandoned building site for purposes of determining whether each subdivided parcel is considered to be abandoned.

(2) "Building Site" means the abandoned building together with the parcel of land upon which it is located and other improvements located on the parcel. However, the area of the building site is limited to the land upon which the abandoned building is located and the land immediately surrounding such building used for parking and other similar purposes directly related to the building's income producing use.

WHEREAS, Section 12-67-140 of the Act provides that a taxpayer who rehabilitates an abandoned building is eligible for a credit against certain income taxes, license fees or premium taxes, and,

WHEREAS, 1813 Main LLC (the "Taxpayer") is the owner and developer of certain real property located at 1813 Main Street, Columbia, County of Richland, South Carolina which property is further identified as Richland County TMS #s: R09082-0101 to 05, R09092-02-01 to 03, R09082-03-01 to 03, Parking TMS #s: R09082-04-01 through 49 (the "Property"); and,

WHEREAS, the Property is located within the city limits of Columbia, South Carolina; and the Taxpayer plans to develop the Property for four separate retail/office uses and has therefore subdivided the Property into four separate units (each a "Building Site"); and

LEGAL DEPARTMENT DRAFT

WHEREAS, the Taxpayer has requested that the City certify that the four (4) Building Sites are abandoned as authorized by Section 12-67-160; NOW THEREFORE,

BE IT RESOLVED by the Mayor and City Council this ____ day of _____, 2021, that the City of Columbia makes the following certifications under the South Carolina Abandoned Buildings Revitalization Act of 2013 (S.C. Code Section 12-67-100, et seq.):

Section 1. The Properties are Abandoned Building Sites as defined in Section 12-67-120(1); and

Section 2. The geographic area of the sites is consistent with Section 12-67-120(2) of the Act.

BE IT FUTHER RESOLVED that words used in the singular number include the plural, and words used in the plural number include the singular.

Requested by:

Assistant City Manager Gentry

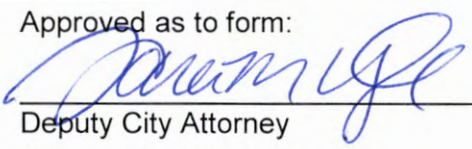
Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:


Deputy City Attorney

City Clerk

Introduced:

Final Reading:

LEGAL DEPARTMENT DRAFT

1813 Main Street

24.b



© All Pictometry

EXHIBIT A

KLONDIKE BUILDING

1813 MAIN STREET, COLUMBIA, S.C.

FLOOR PLANS

[SEE ATTACHED]

SpeakWrite
www.speakwrite.com
Job Number: 21238-001
Custom Filename: rogerslewiscopiergmailcom_20210826_155105
Date: 08/26/2021
Billed Words: 806

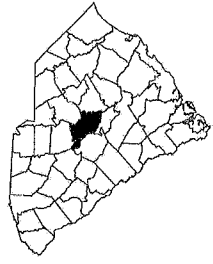
LEGEND OF SHEETS

- A-1 COVER PAGE
- A-2 CODE REVIEW
- A-3 SUITE AREAS
- A-4 EXISTING LAYOUTS
- A-5 DEMOLITION PLANS
- A-6 FIRST FLOOR
- A-7 FIRST FLOOR CONTINUED
- A-8 SECOND FLOOR
- A-9 THIRD FLOOR
- A-10 EXTERIOR ELEVATIONS
- A-11 EXTERIOR ELEVATIONS CONTINUED
- A-12 EXTERIOR ELEVATIONS CONTINUED
- A-13 REFLECTED CEILING PLANS
- A-14 REFLECTED CEILING PLANS CONTINUED
- A-15 ROOF PLAN
- A-16 SECTIONS & DETAILS
- A-17 FINISH SCHEDULES

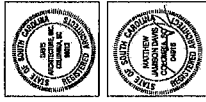
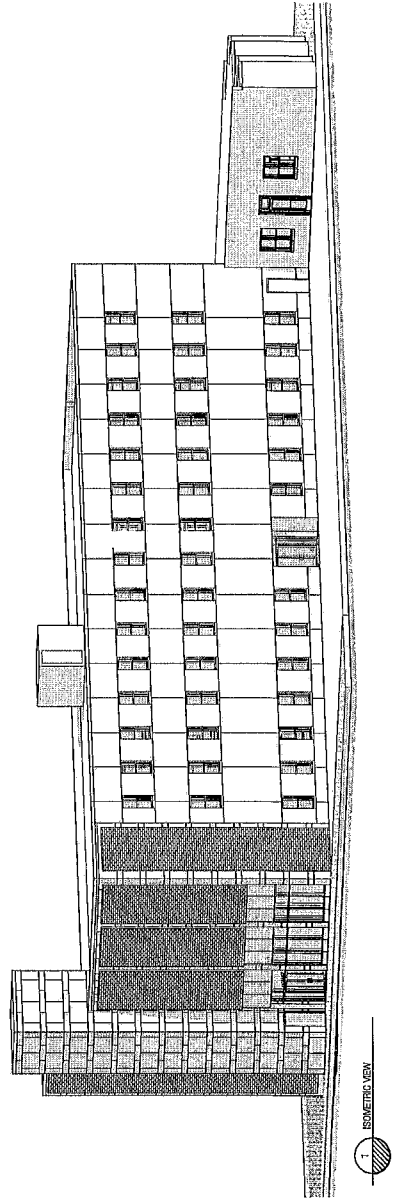
MAIN STREET APARTMENTS
COLUMBIA, SC

PROPERTY ADDRESS
1813 MAIN STREET
COLUMBIA, SC 29201

RICHLAND COUNTY
CITY OF COLUMBIA
SOUTH CAROLINA

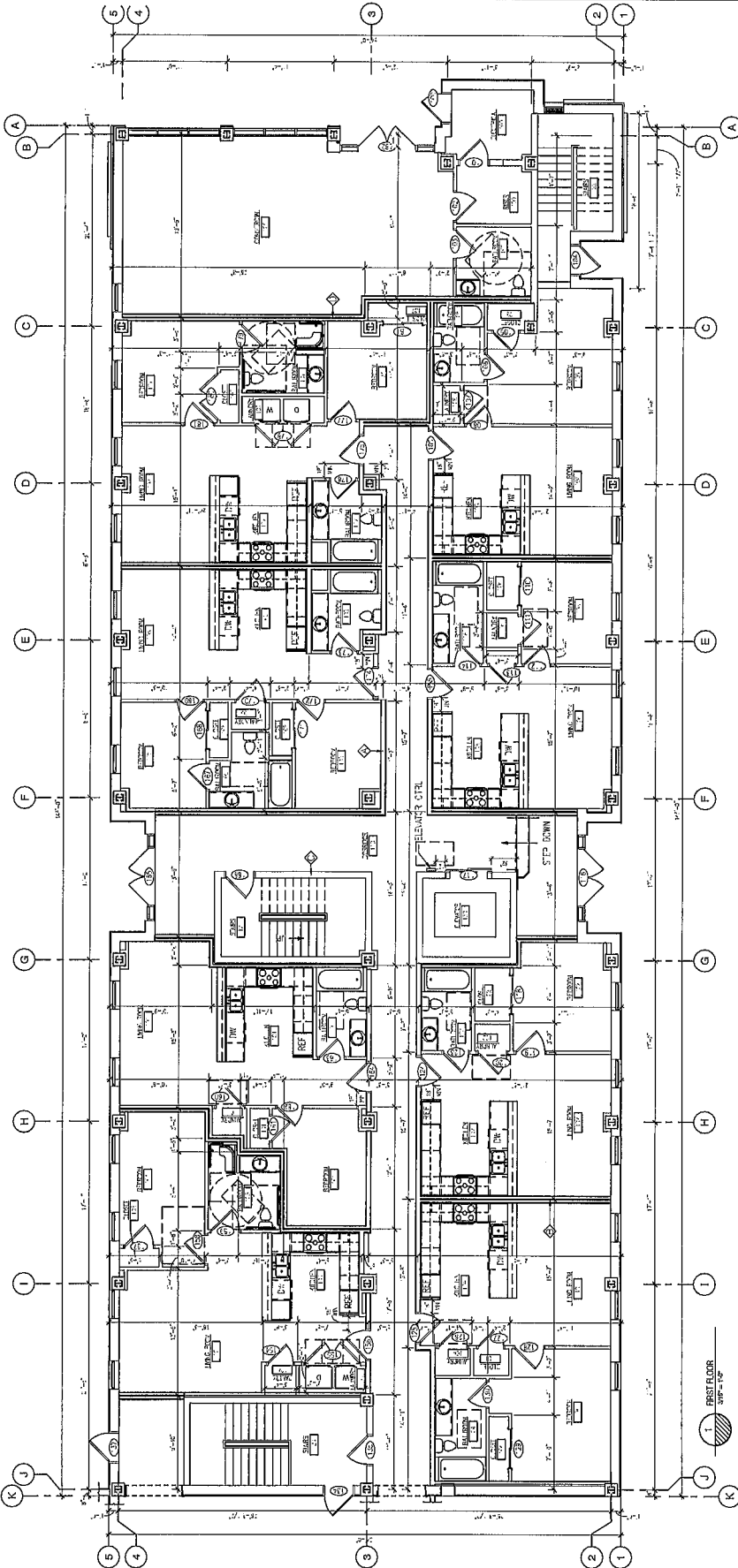


RESPONDING FIRE STATION
COLUMBIA FIRE DEPT. HEADQUARTERS
1800 LAUREL STREET
COLUMBIA, SC 29201
(APPROXIMATELY 0.8 MILES FROM SITE)



COVER PAGE
PROJECT: MAIN STREET APARTMENTS
ARCHITECT: COHN
ENGINEER: DAVIS
DATE: 08/27/21
DRAWN BY: J. COHN
CHECKED BY: J. COHN
SCALE: AS SHOWN



[illegible]

FIRST FLOOR DOOR SCHEDULE - VERIFY SELECTIONS WITH OWNER					
MARKS	MAK	US/EAST	SW/PAK/FRANCE	ENL	1st FLOOR
1	3-2	3-2	3-2	3-2	3-2
2	3-2	3-2	3-2	3-2	3-2
3	3-2	3-2	3-2	3-2	3-2
4	3-2	3-2	3-2	3-2	3-2
5	3-2	3-2	3-2	3-2	3-2
6	3-2	3-2	3-2	3-2	3-2
7	3-2	3-2	3-2	3-2	3-2
8	3-2	3-2	3-2	3-2	3-2
9	3-2	3-2	3-2	3-2	3-2
10	3-2	3-2	3-2	3-2	3-2
11	3-2	3-2	3-2	3-2	3-2
12	3-2	3-2	3-2	3-2	3-2
13	3-2	3-2	3-2	3-2	3-2
14	3-2	3-2	3-2	3-2	3-2
15	3-2	3-2	3-2	3-2	3-2
16	3-2	3-2	3-2	3-2	3-2
17	3-2	3-2	3-2	3-2	3-2
18	3-2	3-2	3-2	3-2	3-2
19	3-2	3-2	3-2	3-2	3-2
20	3-2	3-2	3-2	3-2	3-2
21	3-2	3-2	3-2	3-2	3-2
22	3-2	3-2	3-2	3-2	3-2
23	3-2	3-2	3-2	3-2	3-2
24	3-2	3-2	3-2	3-2	3-2
25	3-2	3-2	3-2	3-2	3-2
26	3-2	3-2	3-2	3-2	3-2
27	3-2	3-2	3-2	3-2	3-2
28	3-2	3-2	3-2	3-2	3-2
29	3-2	3-2	3-2	3-2	3-2
30	3-2	3-2	3-2	3-2	3-2
31	3-2	3-2	3-2	3-2	3-2
32	3-2	3-2	3-2	3-2	3-2
33	3-2	3-2	3-2	3-2	3-2
34	3-2	3-2	3-2	3-2	3-2
35	3-2	3-2	3-2	3-2	3-2
36	3-2	3-2	3-2	3-2	3-2
37	3-2	3-2	3-2	3-2	3-2
38	3-2	3-2	3-2	3-2	3-2
39	3-2	3-2	3-2	3-2	3-2
40	3-2	3-2	3-2	3-2	3-2
41	3-2	3-2	3-2	3-2	3-2
42	3-2	3-2	3-2	3-2	3-2
43	3-2	3-2	3-2	3-2	3-2
44	3-2	3-2	3-2	3-2	3-2
45	3-2	3-2	3-2	3-2	3-2
46	3-2	3-2	3-2	3-2	3-2
47	3-2	3-2	3-2	3-2	3-2
48	3-2	3-2	3-2	3-2	3-2
49	3-2	3-2	3-2	3-2	3-2
50	3-2	3-2	3-2	3-2	3-2
51	3-2	3-2	3-2	3-2	3-2
52	3-2	3-2	3-2	3-2	3-2
53	3-2	3-2	3-2	3-2	3-2
54	3-2	3-2	3-2	3-2	3-2
55	3-2	3-2	3-2	3-2	3-2
56	3-2	3-2	3-2	3-2	3-2
57	3-2	3-2	3-2	3-2	3-2
58	3-2	3-2	3-2	3-2	3-2
59	3-2	3-2	3-2	3-2	3-2
60	3-2	3-2	3-2	3-2	3-2
61	3-2	3-2	3-2	3-2	3-2
62	3-2	3-2	3-2	3-2	3-2
63	3-2	3-2	3-2	3-2	3-2
64	3-2	3-2	3-2	3-2	3-2
65	3-2	3-2	3-2	3-2	3-2
66	3-2	3-2	3-2	3-2	3-2

FIRST FLOOR DOOR SCHEDULE - VERIFY SELECTIONS WITH OWNER									
NO.	LOC.	UNDOOR	3" SW.	4" SW.	5" SW.	6" SW.	7" SW.	8" SW.	9" SW.
1	1-1	1-1	1-1	1-1	1-1	1-1	1-1	1-1	1-1
2	2-1	2-1	2-1	2-1	2-1	2-1	2-1	2-1	2-1
3	3-1	3-1	3-1	3-1	3-1	3-1	3-1	3-1	3-1
4	4-1	4-1	4-1	4-1	4-1	4-1	4-1	4-1	4-1
5	5-1	5-1	5-1	5-1	5-1	5-1	5-1	5-1	5-1
6	6-1	6-1	6-1	6-1	6-1	6-1	6-1	6-1	6-1
7	7-1	7-1	7-1	7-1	7-1	7-1	7-1	7-1	7-1
8	8-1	8-1	8-1	8-1	8-1	8-1	8-1	8-1	8-1
9	9-1	9-1	9-1	9-1	9-1	9-1	9-1	9-1	9-1
10	10-1	10-1	10-1	10-1	10-1	10-1	10-1	10-1	10-1
11	11-1	11-1	11-1	11-1	11-1	11-1	11-1	11-1	11-1
12	12-1	12-1	12-1	12-1	12-1	12-1	12-1	12-1	12-1
13	13-1	13-1	13-1	13-1	13-1	13-1	13-1	13-1	13-1
14	14-1	14-1	14-1	14-1	14-1	14-1	14-1	14-1	14-1
15	15-1	15-1	15-1	15-1	15-1	15-1	15-1	15-1	15-1
16	16-1	16-1	16-1	16-1	16-1	16-1	16-1	16-1	16-1
17	17-1	17-1	17-1	17-1	17-1	17-1	17-1	17-1	17-1
18	18-1	18-1	18-1	18-1	18-1	18-1	18-1	18-1	18-1
19	19-1	19-1	19-1	19-1	19-1	19-1	19-1	19-1	19-1
20	20-1	20-1	20-1	20-1	20-1	20-1	20-1	20-1	20-1
21	21-1	21-1	21-1	21-1	21-1	21-1	21-1	21-1	21-1
22	22-1	22-1	22-1	22-1	22-1	22-1	22-1	22-1	22-1
23	23-1	23-1	23-1	23-1	23-1	23-1	23-1	23-1	23-1
24	24-1	24-1	24-1	24-1	24-1	24-1	24-1	24-1	24-1
25	25-1	25-1	25-1	25-1	25-1	25-1	25-1	25-1	25-1
26	26-1	26-1	26-1	26-1	26-1	26-1	26-1	26-1	26-1
27	27-1	27-1	27-1	27-1	27-1	27-1	27-1	27-1	27-1
28	28-1	28-1	28-1	28-1	28-1	28-1	28-1	28-1	28-1
29	29-1	29-1	29-1	29-1	29-1	29-1	29-1	29-1	29-1
30	30-1	30-1	30-1	30-1	30-1	30-1	30-1	30-1	30-1
31	31-1	31-1	31-1	31-1	31-1	31-1	31-1	31-1	31-1
32	32-1	32-1	32-1	32-1	32-1	32-1	32-1	32-1	32-1
33	33-1	33-1	33-1	33-1	33-1	33-1	33-1	33-1	33-1
34	34-1	34-1	34-1	34-1	34-1	34-1	34-1	34-1	34-1
35	35-1	35-1	35-1	35-1	35-1	35-1	35-1	35-1	35-1
36	36-1	36-1	36-1	36-1	36-1	36-1	36-1	36-1	36-1
37	37-1	37-1	37-1	37-1	37-1	37-1	37-1	37-1	37-1
38	38-1	38-1	38-1	38-1	38-1	38-1	38-1	38-1	38-1
39	39-1	39-1	39-1	39-1	39-1	39-1	39-1	39-1	39-1
40	40-1	40-1	40-1	40-1	40-1	40-1	40-1	40-1	40-1
41	41-1	41-1	41-1	41-1	41-1	41-1	41-1	41-1	41-1
42	42-1	42-1	42-1	42-1	42-1	42-1	42-1	42-1	42-1
43	43-1	43-1	43-1	43-1	43-1	43-1	43-1	43-1	43-1
44	44-1	44-1	44-1	44-1	44-1	44-1	44-1	44-1	44-1
45	45-1	45-1	45-1	45-1	45-1	45-1	45-1	45-1	45-1
46	46-1	46-1	46-1	46-1	46-1	46-1	46-1	46-1	46-1
47	47-1	47-1	47-1	47-1	47-1	47-1	47-1	47-1	47-1
48	48-1	48-1	48-1	48-1	48-1	48-1	48-1	48-1	48-1
49	49-1	49-1	49-1	49-1	49-1	49-1	49-1	49-1	49-1
50	50-1	50-1	50-1	50-1	50-1	50-1	50-1	50-1	50-1
51	51-1	51-1	51-1	51-1	51-1	51-1	51-1	51-1	51-1
52	52-1	52-1	52-1	52-1	52-1	52-1	52-1	52-1	52-1
53	53-1	53-1	53-1	53-1	53-1	53-1	53-1	53-1	53-1
54	54-1	54-1	54-1	54-1	54-1	54-1	54-1	54-1	54-1
55	55-1	55-1	55-1	55-1	55-1	55-1	55-1	55-1	55-1
56	56-1	56-1	56-1	56-1	56-1	56-1	56-1	56-1	56-1
57	57-1	57-1	57-1	57-1	57-1	57-1	57-1	57-1	57-1
58	58-1	58-1	58-1	58-1	58-1	58-1	58-1	58-1	58-1
59	59-1	59-1	59-1	59-1	59-1	59-1	59-1	59-1	59-1
60	60-1	60-1	60-1	60-1	60-1	60-1	60-1	60-1	60-1
61	61-1	61-1	61-1	61-1	61-1	61-1	61-1	61-1	61-1
62	62-1	62-1	62-1	62-1	62-1	62-1	62-1	62-1	62-1
63	63-1	63-1	63-1	63-1	63-1	63-1	63-1	63-1	63-1
64	64-1	64-1	64-1	64-1	64-1	64-1	64-1	64-1	64-1
65	65-1	65-1	65-1	65-1	65-1	65-1	65-1	65-1	65-1
66	66-1	66-1	66-1	66-1	66-1	66-1	66-1	66-1	66-1
67	67-1	67-1	67-1	67-1	67-1	67-1	67-1	67-1	67-1
68	68-1	68-1	68-1	68-1	68-1	68-1	68-1	68-1	68-1
69	69-1	69-1	69-1	69-1	69-1	69-1	69-1	69-1	69-1
70	70-1	70-1	70-1	70-1	70-1	70-1	70-1	70-1	70-1
71	71-1	71-1	71-1	71-1	71-1	71-1	71-1	71-1	71-1
72	72-1	72-1	72-1	72-1	72-1	72-1	72-1	72-1	72-1
73	73-1	73-1	73-1	73-1	73-1	73-1	73-1	73-1	73-1
74	74-1	74-1	74-1	74-1	74-1	74-1	74-1	74-1	74-1
75	75-1	75-1	75-1	75-1	75-1	75-1	75-1	75-1	75-1
76	76-1	76-1	76-1	76-1	76-1	76-1	76-1	76-1	76-1
77	77-1	77-1	77-1	77-1	77-1	77-1	77-1	77-1	77-1
78	78-1	78-1	78-1	78-1	78-1	78-1	78-1	78-1	78-1
79	79-1	79-1	79-1	79-1	79-1	79-1	79-1	79-1	79-1
80	80-1	80-1	80-1	80-1	80-1	80-1	80-1	80-1	80-1
81	81-1	81-1	81-1	81-1	81-1	81-1	81-1	81-1	81-1
82	82-1	82-1	82-1	82-1	82-1	82-1	82-1	82-1	82-1
83	83-1	83-1	83-1	83-1	83-1	83-1	83-1	83-1	83-1
84	84-1	84-1	84-1	84-1	84-1	84-1	84-1	84-1	84-1
85	85-1	85-1	85-1	85-1	85-1	85-1	85-1	85-1	85-1
86	86-1	86-1	86-1	86-1	86-1	86-1	86-1	86-1	86-1
87	87-1	87-1	87-1	87-1	87-1	87-1	87-1	87-1	87-1
88	88-1	88-1	88-1	88-1	88-1	88-1	88-1	88-1	88-1
89	89-1	89-1	89-1	89-1	89-1	89-1	89-1	89-1	89-1
90	90-1	90-1	90-1	90-1	90-1	90-1	90-1	90-1	90-1
91	91-1	91-1	91-1	91-1	91-1	91-1	91-1	91-1	91-1
92	92-1	92-1	92-1	92-1	92-1	92-1	92-1	92-1	92-1
93	93-1	93-1	93-1	93-1	93-1	93-1	93-1	93-1	93-1
94	94-1	94-1	94-1	94-1	94-1	94-1	94-1	94-1	94-1
95	95-1	95-1	95-1	95-1	95-1	95-1	95-1	95-1	95-1
96	96-1	96-1	96-1	96-1	96-1	96-1	96-1	96-1	96-1
97	97-1	97-1	97-1	97-1	97-1	97-1	97-1	97-1	97-1
98	98-1	98-1	98-1	98-1	98-1	98-1	98-1	98-1	98-1
99	99-1	99-1	99-1	99-1	99-1	99-1	99-1	99-1	99-1
100	100-1	100-1	100-1	100-1	100-1	100-1	100-1	100-1	100-1
101	101-1	101-1	101-1	101-1	101-1	101-1	101-1	101-1	101-1
102	102-1	102-1	102-1	102-1	102-1	102-1	102-1	102-1	102-1
103	103-1	103-1	103-1	103-1	103-1	103-1	103-1	103-1	103-1
104	104-1	104-1	104-1	104-1	104-1	104-1	104-1	104-1	104-1
105	105-1	105-1	105-1	105-1	105-1	105-1	105-1	105-1	105-1
106	106-1	106-1	106-1	106-1	106-1	106-1	106-1	106-1	106-1
107	107-1	107-1	107-1	107-1	107-1	107-1	107-1	107-1	107-1
108	108-1	108-1	108-1	108-1	108-1	108-1	108-1	108-1	108-1
109	109-1	109-1	109-1	109-1	109-1	109-1	109-1	109-1	109-1
110	110-1	110-1	110-1	110-1	110-1	110-1	110-1	110-1	110-1
111	111-1	111-1	111-1	111-1	111-1	111-1	111-1	111-1	111-1
112	112-1	112-1	112-1	112-1	112-1	112-1	112-1	112-1	112-1
113	113-1	113-1	113-1	113-1	113-1	113-1	113-1	113-1	113-1
114	114-1	114-1	114-1	114-1	114-1	114-1	114-1	114-1	114-1
115	115-1	115-1	115-1	115-1	115-1	115-1	115-1	115-1	115-1
116	116-1	116-1	116-1	116-1	116-1	116-1	116-1	116-1	116-1
117	117-1	117-1	117-1	117-1	117-1	117-1	117-1	117-1	117-1
118	118-1	118-1	118-1	118-1	118-1	118-1	118-1	118-1	118-1
119	119-1	119-1	119-1	119-1	119-1	119-1	119-1	119-1	119-1
120	120-1	120-1	120-1	120-1	120-1	120-1	120-1	120-1	120-1
121	121-1	121-1	121-1	121-1	121-1	121-1	121-1	121-1	121-1
122	122-1	122-1	122-1	122-1	122-1	122-1	122-1	122-1	122-1
123	123-1	123-1	123-1	123-1	123-1	123-1	123-1	123-1	123-1
124	124-1	124-1	124-1	124-1	124-1	124-1	124-1	124-1	124-1
125	125-1	125-1	125-1	125-1	125-1	125-1	125-1	125-1	125-1
126	126-1	126-1	126-1	126-1	126-1	126-1	126-1	126-1	126-1
127	127-1	127-1	127-1	127-1	127-1	127-1	127-1	127-1	127-1
128	128-1	128-1	128-1	128-1	128-1	128-1	128-1	128-1	128-1
129	129-1	129-1	129-1	129-1	129-1	129-1	129-1	129-1	129-1
130	130-1	130-1	130-1	130-1	130-1	130-1	130-1	130-1	130-1
131	131-1	131-1	131-1	131-1	131-1	131-1	131-1	131-1	131

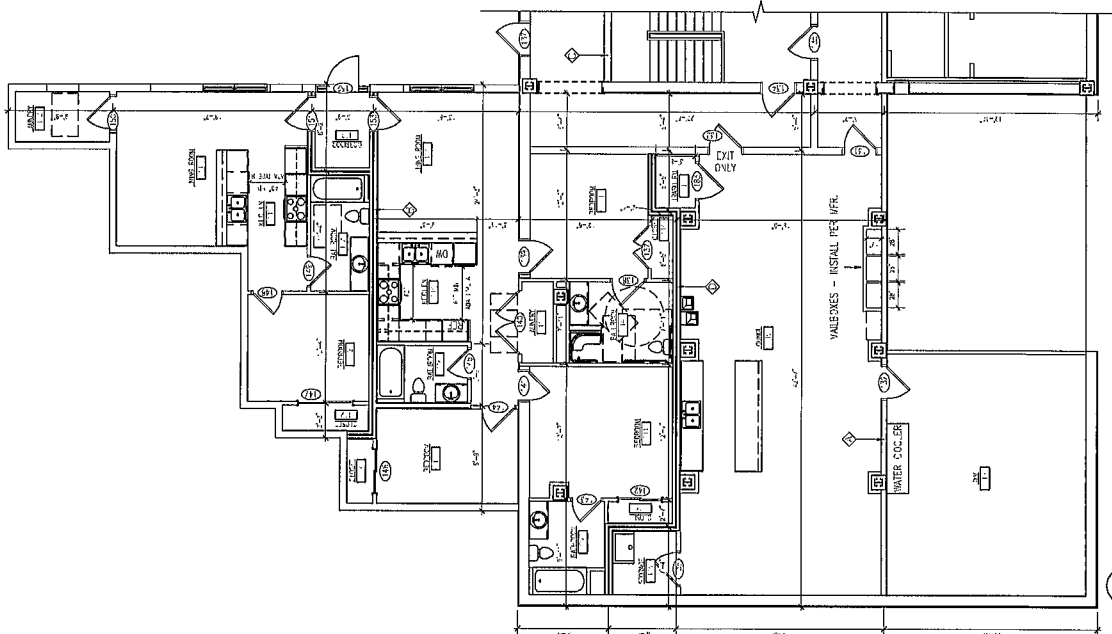
ALL LEGEND		NO. 1
1	JO'S FIRE RATION - SEE SHEET A-2	1. A. CORRIER'S WALLS 3D-MINUTE FIRE RATIONS
2	JO'S FIRE RATION - SEE SHEET A-2	2. A. CORRIER'S WALLS 3D-MINUTE FIRE RATIONS
3	EXISTING CIV. 1-0-3 RATED	3. A. CORRIER'S WALLS 3D-MINUTE FIRE RATIONS
4	JO'S FIRE BARRIERS - SEE SHEET A-2	4. A. CORRIER'S WALLS 3D-MINUTE FIRE RATIONS

NOTE: CONTRACTOR TO FIELD VERIFY ALL DIMENSIONS PRIOR TO CONSTRUCTION



MAIN STREET APARTMENTS

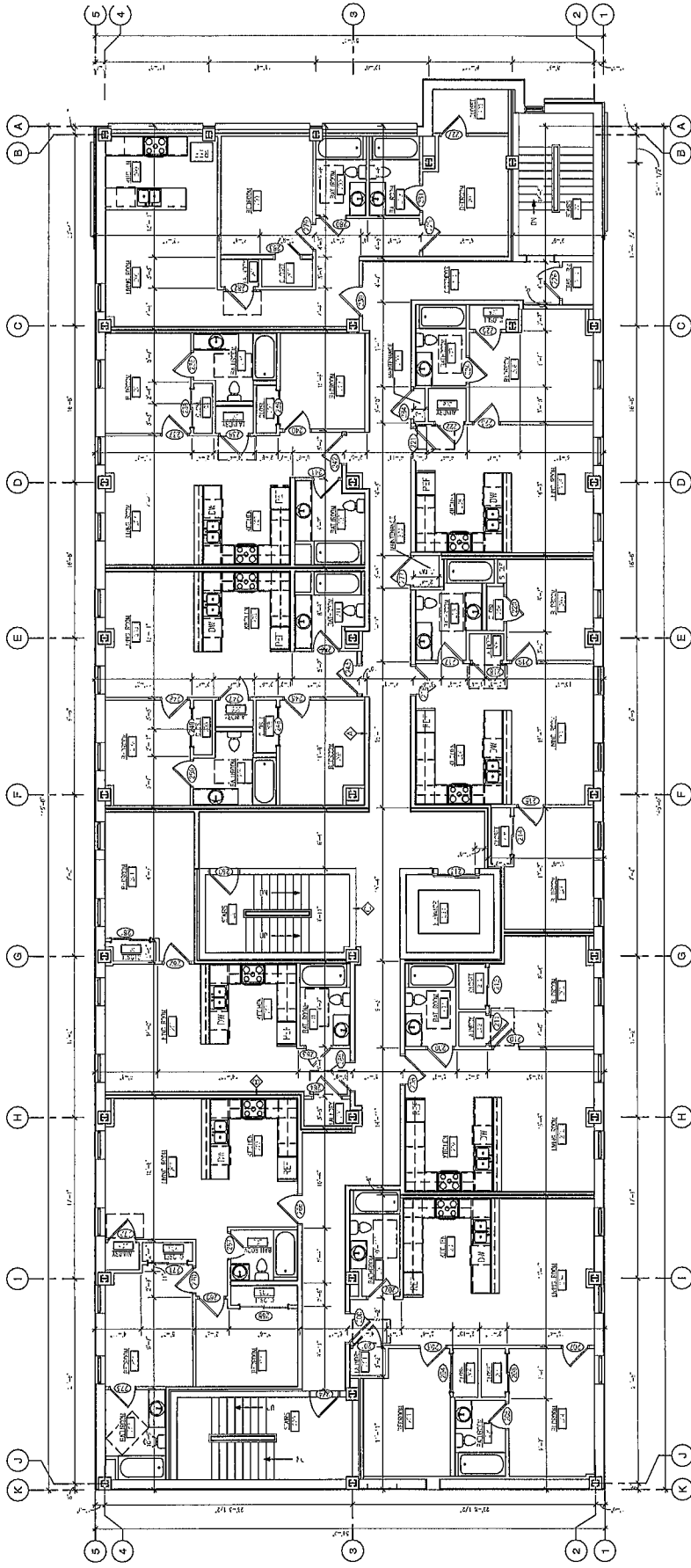
FIRST FLOOR CONTINUED



- NOTE:
- 1. ALL CORRIDOR WALLS 30-MINUTE FIRE RATING
 - 2. ALL COMMERCIAL TO RESIDENTIAL SEPARATION WALLS TO BE 1-HOUR FIRE RATING CMU - HOUR BATT
 - 3. ALL RESIDENTIAL SEPARATION WALLS TO BE 30-MINUTE FIRE RATING

NOTE: CONTRACTOR TO FIELD VERIFY ALL DIMENSIONS PRIOR TO CONSTRUCTION

FIRST FLOOR - CONTINUED



SECOND FLOOR DOOR SCHEDULE - VERIFY SELECTIONS WITH OWNER

[illegible]

1 SECOND FLOOR

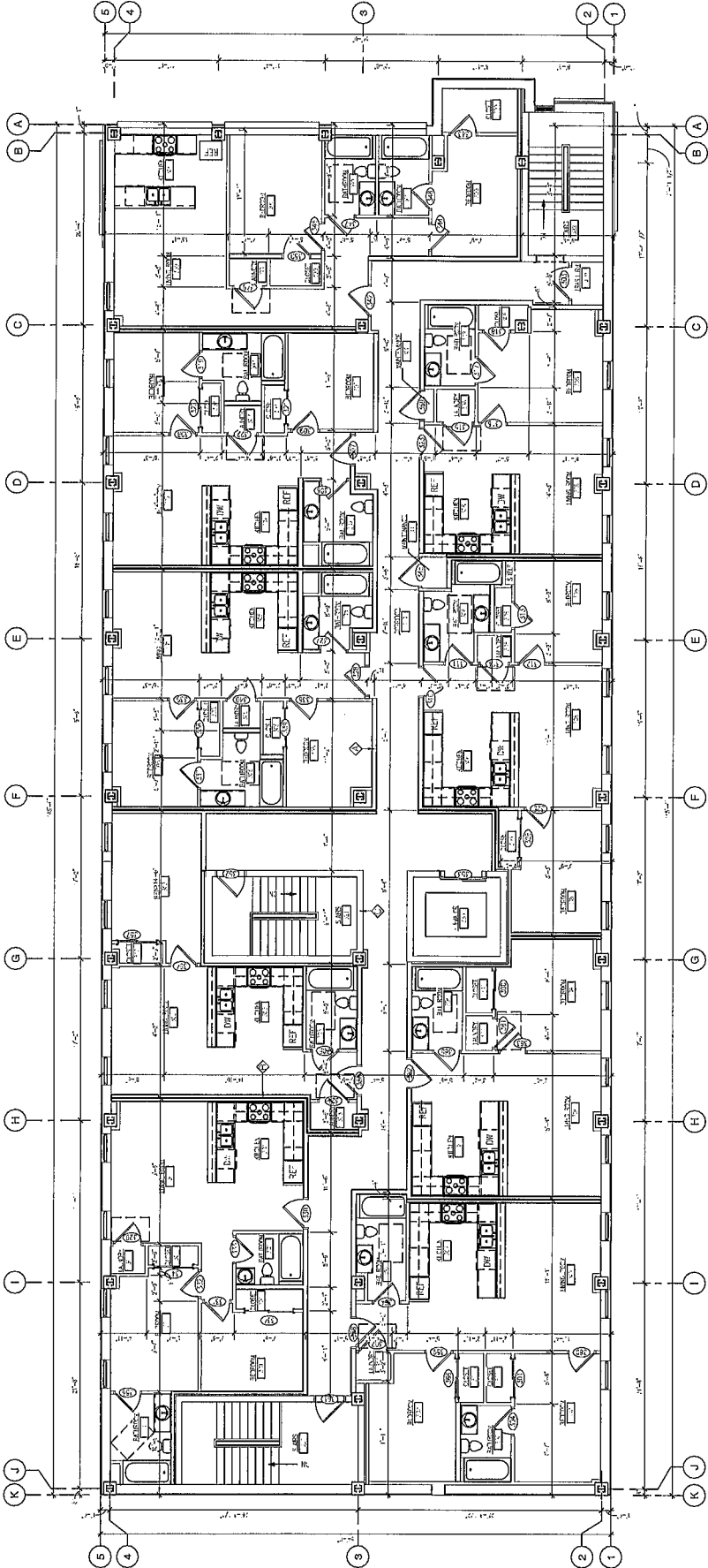
Pac

	SHEET NUMBER	NOTES
①	US-9 - THE PARTITION - SEE SHEET A-2	1. A. C-CROSS WALLS 30'-WIDE FIVE BAYING
②	US-6 - THE PARTITION - SEE SHEET A-2	2. A. COMMERCIAL TO RESIDENTIAL SEPARATION WAS 5' TO 1'-C-I-R THE
③	EXISTING C-VL 1--O-A-3 RATED	BAYING RESPONSIBLE SEPARATION WAS 5' TO 1'-W-H-M-FIVE BAY
④	US-5 - THE RAFFER - SEE SHEET A-2	3. W-H-M-FIVE BAY

NOTE: CONTRACTOR TO VERIFY ALL DIMENSIONS PRIOR TO CONSTRUCTION



MAIN STREET APARTMENTS



THIRD FLOOR DOOR SCHEDULE - VERIFY SELECTIONS WITH OWNER

NO.	TYPE	LOCATION	FINISH	REMARKS
101	101	101	101	101
102	102	102	102	102
103	103	103	103	103
104	104	104	104	104
105	105	105	105	105
106	106	106	106	106
107	107	107	107	107
108	108	108	108	108
109	109	109	109	109
110	110	110	110	110
111	111	111	111	111
112	112	112	112	112
113	113	113	113	113
114	114	114	114	114
115	115	115	115	115
116	116	116	116	116
117	117	117	117	117
118	118	118	118	118
119	119	119	119	119
120	120	120	120	120

THIRD FLOOR DOOR SCHEDULE - VERIFY SELECTIONS WITH OWNER

NO.	TYPE	LOCATION	FINISH	REMARKS
121	121	121	121	121
122	122	122	122	122
123	123	123	123	123
124	124	124	124	124
125	125	125	125	125
126	126	126	126	126
127	127	127	127	127
128	128	128	128	128
129	129	129	129	129
130	130	130	130	130
131	131	131	131	131
132	132	132	132	132
133	133	133	133	133
134	134	134	134	134
135	135	135	135	135
136	136	136	136	136
137	137	137	137	137
138	138	138	138	138
139	139	139	139	139
140	140	140	140	140

NOTE:
1. ALL CORRIDOR WALLS 30-MINUTE FIRE RATING.
2. ALL CORRIDOR WALLS 10 FT. 1-HOUR FIRE RATING.
3. ALL CORRIDOR WALLS 10 FT. 1-HOUR FIRE RATING.
4. ALL CORRIDOR WALLS 10 FT. 1-HOUR FIRE RATING.
5. ALL CORRIDOR WALLS 10 FT. 1-HOUR FIRE RATING.

NOTED: CONTRACTOR TO FIELD VERIFY ALL DIMENSIONS PRIOR TO CONSTRUCTION

RESOLUTION NO.: R-2021-115

Certifying A Building Site as Abandoned Buildings Pursuant to the South Carolina Abandoned Buildings Revitalization Act, Title 12, Chapter 67, Section 12-67-100 et seq., of the South Carolina Code of Laws (1976), as amended, regarding the property located at 1511 Richland Street, Richland County TMS # 11404-01-21

WHEREAS, the South Carolina Abandoned Buildings Revitalization Act of 2013 (the "Act") was enacted in Title 12, Chapter 67 of the South Carolina Code of Laws to create an incentive for the rehabilitation, renovation and redevelopment of abandoned buildings located in South Carolina; and,

WHEREAS, the Act provides that restoration of abandoned buildings into productive assets for the communities in which they are located serves a public and corporate purpose and results in job opportunities; and,

WHEREAS, Section 12-67-120 of the Act provides the following definitions (in pertinent part):

(1) "Abandoned Building" means a building or structure, which clearly may be delineated from other buildings or structures, at least sixty-six percent of the space in which has been closed continuously to business or otherwise nonoperational for income producing purposes for a period of at least five years immediately preceding the date on which the taxpayer files a "Notice of Intent to Rehabilitate". For purposes of this item, a building or structure that otherwise qualified as an "abandoned building" may be subdivided into separate units or parcels, which units or parcels may be owned by the same taxpayer or different taxpayers, and each unit or parcel is deemed to be an abandoned building site for purposes of determining whether each subdivided parcel is considered to be abandoned.

(2) "Building Site" means the abandoned building together with the parcel of land upon which it is located and other improvements located on the parcel. However, the area of the building site is limited to the land upon which the abandoned building is located and the land immediately surrounding such building used for parking and other similar purposes directly related to the building's income producing use.

WHEREAS, Section 12-67-140 of the Act provides that a taxpayer who rehabilitates an abandoned building is eligible for a credit against certain income taxes, license fees or premium taxes, and,

WHEREAS, Summer Day, LLC, a South Carolina limited liability company (the "Taxpayer"), is the owner and developer of certain real property located at 1511 Richland Street, which property is further identified on the Richland County Tax Maps as TMS 11404-01-21 (the "Property"); and,

WHEREAS, the Property is located within the city limits of Columbia, South Carolina; and

WHEREAS, the Taxpayer has requested that the City certify that the Building Site is abandoned as authorized by Section 12-67-160; NOW THEREFORE,

BE IT RESOLVED by the Mayor and City Council this ____ day of _____, 2021, that the City of Columbia makes the following certifications under the South Carolina Abandoned Buildings Revitalization Act of 2013 (S.C. Code Section 12-67-100, et seq.):

Section 1. The Property is an Abandoned Building Site as defined in Section 12-67-120(1); and

Section 2. The geographic area of the site is consistent with Section 12-67-120(2) of the Act.

BE IT FUTHER RESOLVED that words used in the singular number include the plural, and words used in the plural number include the singular.

Requested by:

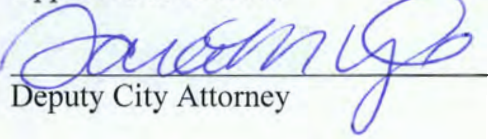
Assistant City Manager Gentry

Mayor

Approved by:

City Manager

Approved as to form:


Deputy City Attorney

ATTEST:

City Clerk

Introduced:

Final Reading:

LEGAL DEPARTMENT DRAFT

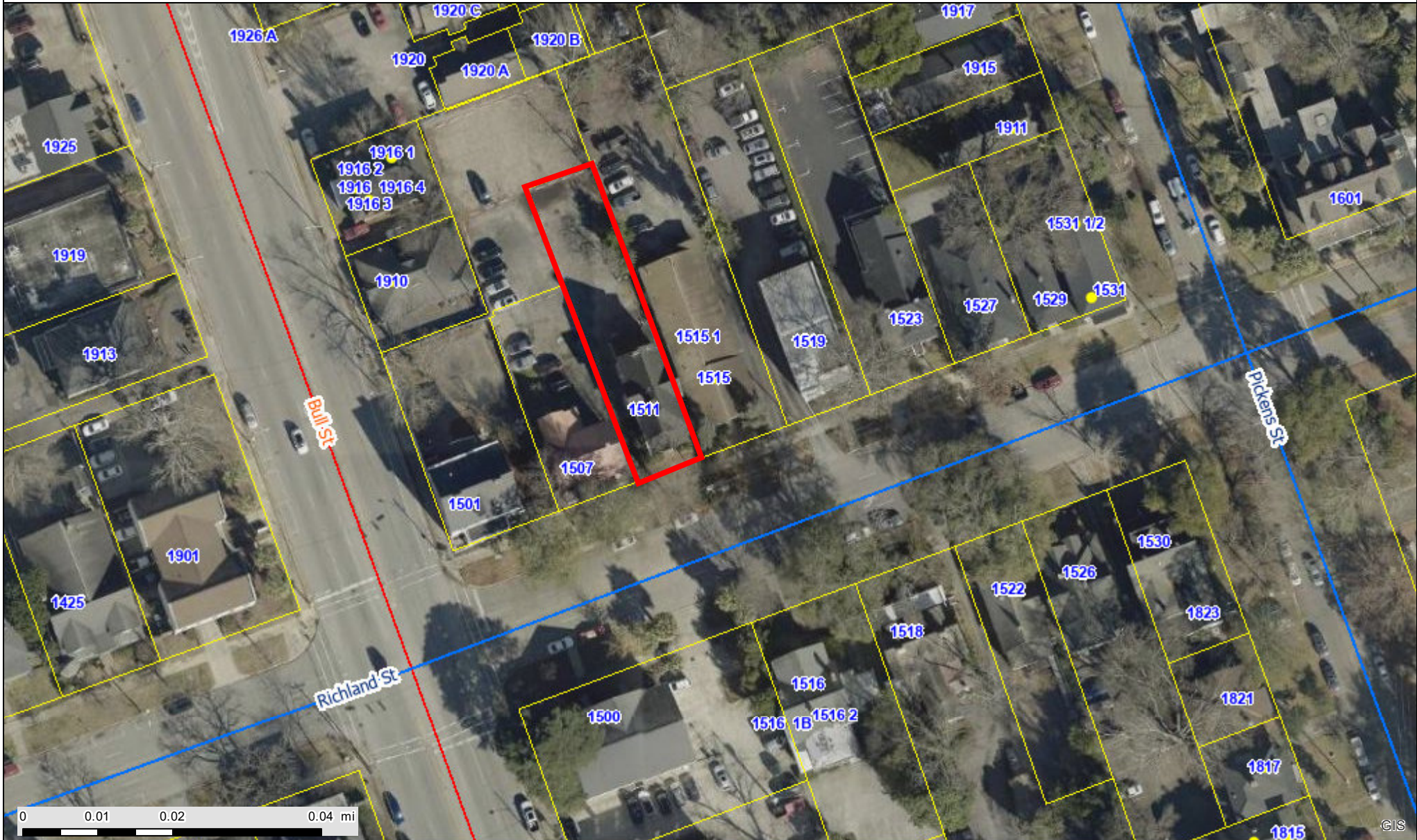
City of Columbia

1511 Richland Street

25.b



Wednesday, October 13, 2021



CITY OF COLUMBIA GIS DATA DISCLAIMER

The City of Columbia GIS data represented on this map or plan is the product of compilation, as produced by others. It is provided for informational purposes only and the City of Columbia makes no representation as to its accuracy. Its use without field verification is at the sole risk of the user.



Packet Pg. 487



We Are Columbia

TO: Teresa Wilson, City Manager

FROM: Missy Gentry, PE, Assistant City Manager for Development

RE: Requested Amendment for Upfit Estimates at 1401 Main Street

DATE: Oct 27, 2021

The City purchased the facility prior to the COVID pandemic. Unfortunately, in the midst of the pandemic, the City is faced with cost escalations associated with the upfits that are related to supply chain disruptions, material increases and labor shortages. As a result, changes are recommended to amend the estimates contained in the management agreement Exhibit B, as indicated in Resolution R2021-127. Staff will work alongside Executive Management and Leasing, Inc. (EM&L) to manage the upfit process and budgets. Effort is underway to upfit the City's facility at 1401 Main for the use as a Municipal Complex.

cc: Henry Simons, Assistant City Manager for Operations
Clint Shealy, Assistant City Manager Columbia Water
Jeff Palen, Assistant City Manager and CFO

RESOLUTION NO.: R-2021-127

Authorizing a First Amendment to the Management Services Agreement between the City of Columbia and Executive Management and Leasing, Inc., for the property located at 1401 Main Street

BE IT RESOLVED by the Mayor and City Council this ____th day of _____, 2021, that the Management Services Agreement between the City of Columbia and Executive Management and Leasing, Inc., as approved by Resolution R-2020-105 on December 15, 2020, is hereby amended as follows:

APPENDIX B: Projected Project List

Not intended to be all inclusive but instead representative of the known projects that have been discussed to date.

<u>Project Description</u>	<u>Project Estimate</u>	<u>Project Timeline (Year)</u>
*Upfit 1 st floor	\$790,000 <u>1,400,000</u>	2021/ <u>2022</u>
*Upfit 3 rd floor	\$790,000 <u>1,300,000</u>	2022
*Upfit 5 th floor	\$790,000 <u>1,300,000</u>	2021/ <u>2022</u>
*Upfit 6 th floor	\$790,000 <u>1,300,000</u>	2021/ <u>2022</u>
*Upfit 7 th floor	\$790,000 <u>1,400,000</u>	2021/ <u>2022</u>
*Upfit 11 th floor	TBD — based on avg cost per SF for any upfit needed to this floor <u>\$400,000</u>	2021/ <u>2022</u>
<u>Upfit 10th floor</u>	<u>\$250,000</u>	<u>2022</u>
Window Replacement	TBD, unknown material and support system selections at this time <u>\$5,500,000</u>	2021 <u>2</u>
Parking Lot Modifications	< \$25,000	2021
Roof Modifications	TBD, exploring options at this time <u>\$550,000</u>	2021 <u>2022</u>

Upfit estimates and timelines have been modified based on material cost escalation and supply chain availability ~~are based on \$52/SF~~ but may vary based on decisions made by the Owner regarding materials selection and availability as well as ~~and~~ design of each floor. City will pay actual cost plus management fee once work is bid by Manager and approved by Owner.

As renovations proceed forward, cost savings from one floor may be allotted to offset expenditures of other floors, provided the total cost for renovations do not exceed the sum total of projects listed in the table above. Work will be managed in a manner that allows cost and time efficiencies as renovations are performed.

All other terms and conditions contained therein to remain the same.

(Funding Source: General Fund and Water and Sewer Fund)

Requested by:

Assistant City Manager Gentry

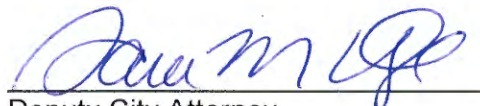
Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:



Deputy City Attorney

City Clerk

Introduced:

Final Reading:

RESOLUTION NO.: R-2021-119

Authorizing consumption of beer and wine only at the South Carolina Oyster Festival in the 1600 block of Blanding Street on Saturday, November 21, 2021 with a rain contingency of Sunday, November 28, 2021.

WHEREAS, Liquid Assets ("Sponsor") is sponsoring the South Carolina Oyster Festival in the 1600 block of Blanding Street between Pickens Street and Henderson Street adjacent to the Robert Mills House and Hampton Preston Mansion from 11:00 a.m. until 6:00 p.m. on Sunday, November 21, 2021, with a rain contingency of Sunday, November 28, 2021; and,

WHEREAS, Sponsor has requested permission for the temporary closing and use of the 1600 block of Blanding Street between Pickens Street and Henderson Street adjacent to the Robert Mills House and Hampton Preston Mansion from 6:00 a.m. until 9:00 p.m. for set up, clean up, and staging of the event to be held from 11:00 a.m. until 6:00 p.m.; for patrons to consume beer and wine beverages only during the event hours of 11:00 a.m. until 5:30 p.m.; and for crowd control and overflow; and,

WHEREAS, to ensure the safety of attendees, Organizer understands and agrees as follows:

1. Firearms shall be prohibited in the Museum for Live on Boyd, regardless of whether such firearm is carried openly or concealed, and regardless of whether the individual carrying such firearm is a valid concealed weapons permit holder, on Sunday, November 7, 2021, 3:00 p.m. until 5:30 p.m. See Resolution No. 2021-099 (Sept. 7, 2021).
2. Organizer shall establish a boundary line around the event space at the courtyard/plaza area adjacent to the Museum and the Organizer shall ensure all entrance points into the permitted event area are posted with signage stating "NO CONCEALABLE WEAPONS ALLOWED" that complies with the size and formatting requirements of section 23-31-235 of the South Carolina Code.
3. When publicizing the event in the community, Organizer shall include the statement: "NO CONCEALABLE WEAPONS ALLOWED" to ensure the public has prior notice of this restriction.
4. Organizer shall work with the City to develop a written plan and design a footprint of the event area that adheres to COVID-19 pandemic safety and social distancing protocols, as published by the CDC and SCDHEC, and Organizer shall modify the plans and footprint as safety protocols published by the CDC and SCDHEC are updated.
5. The City may cancel the event at any time based upon public safety and/or public health concerns. The City shall not be financially responsible for any costs associated with the cancellation of the event.
6. Organizer shall display signs (physical and/or electronic) throughout the event area that discourage physical contact, such as hugs, handshakes, fist bumps, and high-fives during the event.
7. Organizer shall require its agents, employees, vendors, contractors, and event attendees to adhere to all COVID-19 safety protocols in effect at the time of the event, to include, but not be limited to, wearing of face coverings, social distancing, and frequent washing of hands.
8. To the extent the event occurs during a time in which the City has in effect any emergency ordinance or ordinance requiring face coverings or adherence to social distancing requirements, Organizer shall require that its agents, employees, vendors, contractors, and event attendees comply with the requirements of such ordinance(s).
9. The City strongly encourages Organizer to require that its agents, employees, vendors, contractors, and event attendees provide proof that they have been fully vaccinated against the SARS-CoV-2 virus prior to being granted permission to enter the event.
10. Organizer shall provide portable restroom facilities at the event unless it can substantiate the sufficient availability of both ADA accessible and non-accessible facilities in the immediate area of the event site which will be available to attendees during the event. Organizer shall provide a minimum of four (4) chemical or portable toilets and two (2) wash stations for every 250 people, or portion thereof, who attend the event. Ten percent (10%) of these facilities shall be ADA accessible. This figure is based upon the maximum number of attendees at the event during peak time. The City may determine the total number of required restroom facilities on a case-by-case basis. Organizer shall post signs or markers to prohibit lines or crowds forming near the event's restroom facilities without maintaining a distance of at least six (6) feet from other people.

11. Organizer shall post signs or markers to prohibit lines or crowds forming near food vendors and should encourage attendees to bring their own water. Alcohol, beer and/or wine shall be prohibited at the event without approval of a written resolution of City Council.

12. Organizer shall coordinate with food vendors to offer touchless payment options, if possible and available, or provide a tray for the exchange of payment to avoid hand-to-hand contact. Frequently touched surfaces should be cleaned after each customer and customers are encouraged to use their own pens.

13. At no cost to the City, Organizer shall be responsible for hiring no fewer than two (2) off-duty City of Columbia police officers during the hours 2:30 p.m. until 6:30 p.m.

WHEREAS, it has been determined that such an event would be in the public interest; NOW, THEREFORE,

BE IT RESOLVED by the Mayor and Council this 9th day of November, 2021, that the sale of beer and wine beverages only is authorized between the hours of 11:00 a.m. and 5:30 p.m. on Sunday, November 21, 2021, with a rain contingency of Sunday, November 28, 2021 and,

BE IT FURTHER RESOLVED that all vendors be restricted to stationary location; 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 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 clean up of all trash and debris within the festival area and shall place same in the roll carts provided by the City. Any overflow of trash and debris shall be placed in garbage bags with the top securely closed and placed beside the City roll carts. The number of roll carts needed for the event shall be determined by organizer and the City Solid Waste Division prior to the event and placed throughout the event area to ensure that trash and debris are well contained. Roll carts and bagged trash and debris shall be returned to the collection point designated by the City in a timely manner. If the organizer has not opted to use City services to clean up the festival area, any costs incurred by the City in removing loose trash and debris within the festival area, which the organizer has failed to clean up, shall be billed to and paid by the organizer; and,

BE IT FURTHER RESOLVED that only pedestrian traffic will be allowed within the area. All other traffic, including, but not limited to, automobiles, trucks, motorcycles, mopeds, bicycles, skate boards, and horses, except police horses, is prohibited. All pets shall be prohibited. Coolers, glass bottles, breakable glasses and/or cups, large bags and backpacks shall be prohibited; and,

BE IT FURTHER RESOLVED that during the designated time that the closed portion of the 1600 block of Blanding Street between Pickens Street and Henderson Street adjacent to the Robert Mills House and Hampton Preston Mansion, with the exception of the parking area and any other areas posted as to not allow alcoholic beverages, shall be declared to be a Public Park and provisions of Chapter 15, Parks and Recreation, Sec. 15-1, 15-2 and 15-3, Code of Ordinances of the City of Columbia, South Carolina are in effect. Pursuant to Chapter 14, Offenses and Miscellaneous Provisions, Article IV, Offenses Against the Public Peace and Order, Sec. 14-99, 1998 Code of Ordinances of the City of Columbia, South Carolina, the closed portion of the 1600 block of Blanding Street between Pickens Street and Henderson Street adjacent to the Robert Mills House and Hampton Preston Mansion, with the exception of the parking area and any other areas posted as to not allow alcoholic beverages, is deemed to be the site of a public festival at which beer and wine beverages only may be consumed and the prohibition against possession or consumption of alcoholic beverages set forth in Sec. 14-99 shall not apply. Possession and consumption of beer

LEGAL DEPARTMENT DRAFT

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 Sunday, November 21, 2021, that the closed portion of the 1600 block of Blanding Street between Pickens Street and Henderson Street adjacent to the Robert Mills House and Hampton Preston Mansion, with the exception of the parking area and any other areas posted as to not allow alcoholic beverages, shall be closed on Sunday, November 28, 2021. The hours of operation for the event, service of beer and wine at the event and closing of streets for set up, clean up and crowd control of the event shall remain as outlined above.

BE IT FURTHER RESOLVED that should the organizer reschedule the event for another date beyond one (1) week from the date of the originally scheduled event, a request for a resolution of City Council approving the new date of the event shall be required.

Requested by:

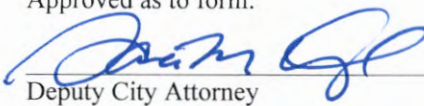
Assistant City Manager Shealy _____

Mayor _____

Approved by:

City Manager

Approved as to form:


Deputy City Attorney

ATTEST:

City Clerk

Introduced:

Final Reading:

LEGAL DEPARTMENT DRAFT

DATE OF REQUEST	10/4/2021	REQUESTOR'S NAME/CONTACT INFORMATION (E-MAIL/PHONE#/FAX#)	Steve Inmon/Liquid Assets SC, LLC Steve@LiquidSC.com 803-603-7616
ESTIMATED NUMBER OF ATTENDEES ANTICIPATED:	2500		
EVENT NAME/PURPOSE (i.e., St. Patrick's/Charity Fund-raiser)	South Carolina Oyster Festival		
DATE(S) OF EVENTS: (multiple day can be on one request)	11/21/2021		
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.)	11/28/2021		
LOCATION OF EVENT (i.e., Amphitheater area of Finlay Park; 1300 and 1400 blocks of Main Street between Lady Street and Hampton Street)	Robert Mills House 1615 Blanding 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)	1600 Block of Blanding Street between Pickens and Henderson Streets.		
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	0600-2100 hours		
HOURS OF EVENT (i.e., 6:00 p.m. - 10:00 p.m.)*	1100-1800 hours		
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.)*	1100-1730		

"DUE TO COVID-19 THERE ARE ADDITIONAL REQUIREMENTS AND PROCEDURES THAT MUST BE IN PLACE TO INSURE PUBLIC SAFETY. PLEASE PROVIDE YOUR SAFETY PLAN/PROTOCOL WITH DRAWING DEPICTING CLEANING/SANITIZATION AREAS WITH YOUR SPECIAL EVENT REQUEST FORM" When publicizing the event in the community, the Organizer shall include the statement: "NO CONCEALABLE WEAPONS ALLOWED" to ensure the public has prior notice of this restriction.

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 should be faxed to (803-737-4250) or mailed to City Attorney's Office, ATTN: Special Event Request, POB 667, Columbia, SC 29202. A draft Resolution will be prepared and forwarded for review to the event organizer, as well as to the City departments for coordination of City services and requirements (i.e., Police, Solid Waste, Parks and Recreation, etc.). Written approval from the neighborhood president and adjoining business/property owners must be provided before requests will be submitted to City Council. The event organizer is responsible for obtaining a permit or license if required by the South Carolina Department of Revenue.

***Outdoor possession and consumption of beer and wine beverages only, all outdoor musical performances and use of sound-amplifying devices shall end by 10:00 p.m. due to the proximity of events to residential properties. **ONLY BEER AND WINE BEVERAGES ARE ALLOWED ON CITY PROPERTY. POSSESSION OF LIQUOR IS STRICTLY PROHIBITED. VIP tents or VIP areas for possession and consumption of beer and wine beverages within the event area are PROHIBITED.**

NOTE: This form should only be used for public events where beer and/or wine are to be sold and consumed on City property (i.e., Main Street Latin Festival, St. Patrick's Festival, Vista Lights, Rocky Shoals Spider Lily Festival, etc.).

This form should not be used to request use of City property for private events (birthday, retirement, anniversary parties, etc.) nor for sidewalk sales or neighborhood block parties. Requests for private events at City parks should be made through the Parks and Recreation Department. Requests for sidewalk sales which exclude the sale, possession and consumption of alcoholic beverages should be made to the City Manager. Requests for street closings for private neighborhood block parties should be made to the Police Department Special Events and Public Safety. Possession, distribution and consumption of any type of alcoholic beverage at neighborhood block parties shall be restricted to private property and is prohibited on sidewalks, streets and parks.

Fire Marshal George N. Adams, Jr., 803-545-3703; george.adams@columbiasc.gov

Legal Department - 803-737-4242; fax 803-737-4250 - resolution preparation

Parking Services - Jessica Argoe; (803) 545-0287; jessica.argoe@columbiasc.gov - meter bagging

Parks and Recreation - Pearl Osborne; 803-545-3100; pearl.osborne@columbiasc.gov - park reservations

Police Department Special Events - Sgt. Jennifer L. Jordan; (803) 545-3514; jennifer.jordan@columbiasc.gov - parade permit, police, safety protocol

Police Department Community Services - Brenda Murphy; 803-545-3507; brenda.murphy@columbiasc.gov - street closing

Last revised: 9/1/2021



EVERYONE COUNTS, EVERYONE CONTRIBUTES, EVERYONE BENEFITS

CITY OF COLUMBIA
PUBLIC WORKS DEPARTMENT
TRAFFIC ENGINEERING DIVISION

INTEROFFICE MEMORANDUM

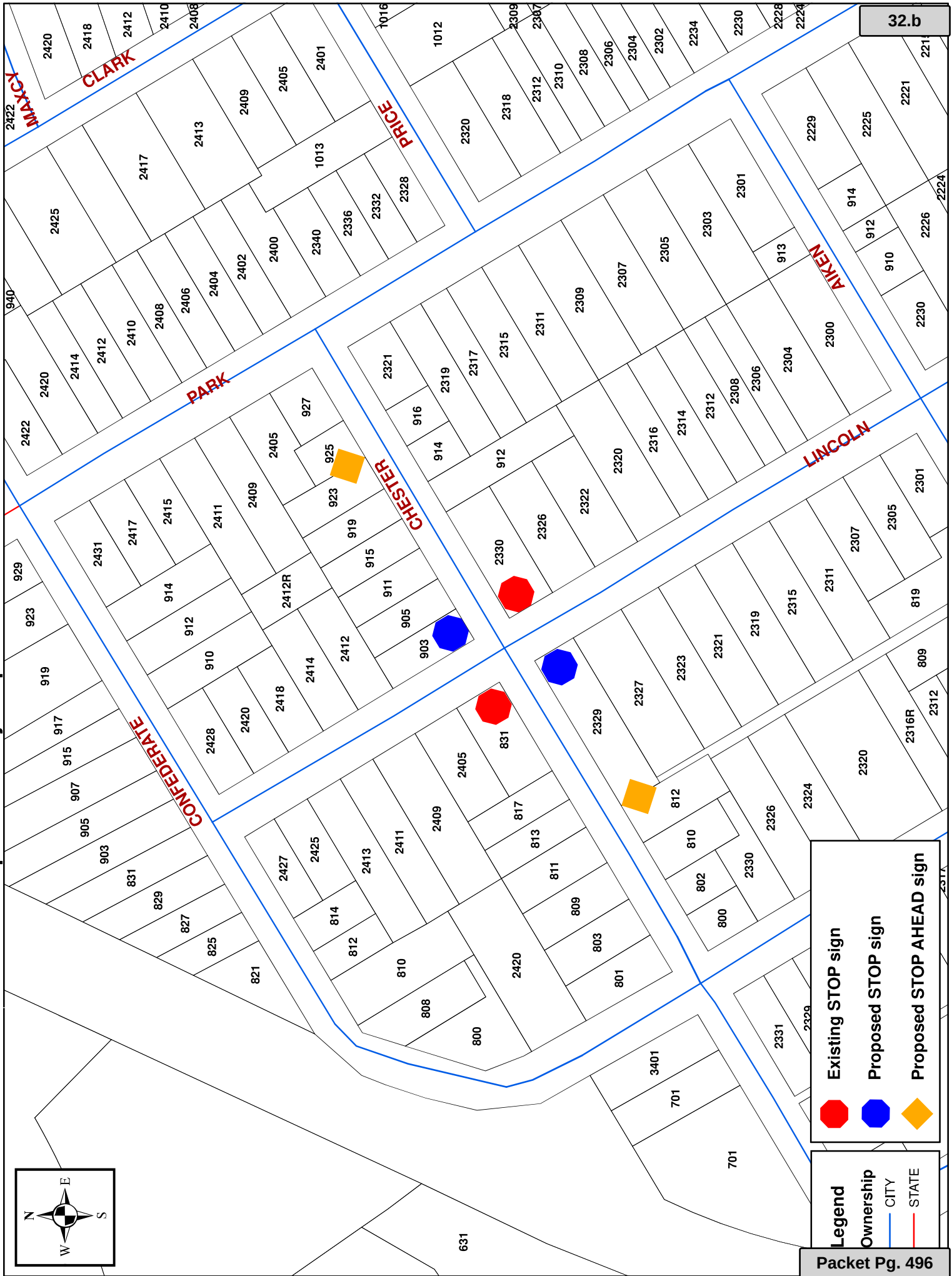
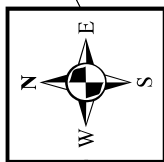
TO: Robert Anderson, Director of Public Works
FROM: Andrew K. Ritter, City Traffic Engineer *Andrew K. Ritter*
SUBJECT: 4-Way Stop Request – Intersection of Chester Street and Lincoln Street
DATE: October 21, 2021

In response to a request from the Elmwood Park neighborhood, a review of traffic conditions in the area of the subject intersection was conducted relative to the need 4-way stop control.

Most of the streets near the intersection of Chester and Lincoln are two-lane residential, and are owned and maintained by the City of Columbia.

Based on our review, we have no objection to the installation of a 4-way stop as shown on the attached map. The Police and Fire Departments have also reviewed the proposed installation. If City Council approves, please advise me, and we will proceed.

Proposed 4-Way Stop at Lincoln St. & Chester St.



Legend

Ownership

- CITY
- STATE

Existing STOP sign

Proposed STOP sign

Proposed STOP AHEAD sign