



We Are Columbia

COLUMBIA CITY COUNCIL MEETING AGENDA TUESDAY, DECEMBER 15, 2020

The Columbia City Council will conduct a Meeting on Tuesday, December 15, 2020 at 2:00 p.m. using Video Conferencing Technology. The Virtual Meeting will be streamed online at www.columbiasc.gov. The public has the ability to listen to audio and participate in the meeting via telephone by dialing **855-925-2801**. When prompted, enter meeting code: **9002**. For additional meeting 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 portal, 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

CALL TO ORDER

INVOCATION

ADOPTION OF THE AGENDA

APPROVAL OF MINUTES

1. Council is asked to approve the November 10, 2020 and November 17, 2020 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

EMERGENCY ORDINANCE

3. Ordinance No.: 2020-109 An Emergency Ordinance Extending and Amending Certain Emergency Ordinances Related to COVID-19



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CONSENT AGENDA ITEMS 4 THROUGH 14

4. Council is asked to approve a Professional Services Agreement to Advise, Amplify, and Advocate for Strengthening and Unifying 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. The firm is located in Columbia, SC.

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

5. Council is asked to approve the purchase of a Backhoe Loader for the Water Distribution Division, as requested by Columbia Water. Award to Blanchard Machinery using the State Contract in the amount of \$132,950.00. The vendor is located in West Columbia, SC.

Funding Source: Utilities Water Distribution and Maintenance - Auto, Trucks, Heavy Equipment - Capital (5516203-658500). The original budget amount is \$135,000.00.

6. Council is asked to approve the purchase of a Street Sweeper for the Solid Waste Division, as requested by the Fleet Services Division. Award to Tymco, Inc. using the HGAC Cooperative Contract in the amount of \$309,386.00. The vendor is located in Waco, TX.

Funding Source: Solid Waste - Street Sweeping - Auto, Trucks, Heavy Equipment - Capital (5534408-658500). The original budget amount is \$350,000.00.

7. Council is asked to approve an SCDOT Memorandum of Agreement for Project WM4422/SS7460 - Phase 2; Carolina Crossroads City of Columbia Water Line Relocations due to construction improvements along a segment of I-20 between the Broad River and I-20/I-26 convergence, as requested by Columbia Water. SCDOT will bear all cost in the amount of \$6,675,325.00.

Funding Source: SCDOT will bear all costs related to the project. The original budget amount is \$6,675,325.00

8. Council is asked to approve a Pay Difference Reimbursement for Project WM458601; Operation of a Potable Water System at Cypress Glen Subdivision, as requested by Columbia Water. Award to Chapin Investment Group in the amount of \$76,599.00. The firm is located in Lexington, SC.

Funding Source: Water & Sewer Capital Projects (5529999-658650-WM458601). The original budget amount is \$76,599.00.



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9. Council is asked to approve the purchase of Flygt Pumps and Parts, Repair Services, and Maintenance for the Wastewater Treatment Plant, as requested by Columbia Water. Award to Xylem Water Solutions USA Inc., as a Sole Source in the amount of \$107,371.01. This vendor is located in Charlotte, NC.

Funding Source: Utilities Metro Wastewater Plant - Maintenance and Service Contract (5516208-638200) \$7,862.40 and Utilities Metro Wastewater Plant - Equipment Repair/Service Supply (5516208-631800) \$99,508.61. The original budget amount is \$130,000.00.

10. Council is asked to approve Contract Amendment #4 for Project SS7467; Evaluation of North Columbia Pump Station Upgrades, as requested by Columbia Water. Award to Brown and Caldwell in the amount of \$381,800.00. This firm is located in Columbia, SC.

Funding Source: Water and Sewer Capital Projects/Capital Project Costs (5529999-SS746701-658650). The original budget amount was \$189,900.00. The budget amount for this amendment is \$381,800.00. The total revised budget amount is \$587,700.00.

This is a Clean Water 2020 Program Project and a Mentor Protégé Program Project. Brown and Caldwell is the mentor and will provide overall project management, providing preliminary design, final design, bidding services and construction observation services at 65.18% (\$383,047.00) of the revised total contract amount. 4D Engineering, a Minority Business Enterprise (W) of Lexington, SC, is the protégé and will provide assistance with preliminary and final design of civil/site, electrical upgrades, and assist with construction observation visits at 24.26% (\$142,598.00) of the revised total contract amount.

The following subcontractors will provide additional services:

Chao and Associates, a Minority Business Enterprise of Columbia, SC, will provide structural assessment and design services at 10.13% (\$59,555.00) of the revised total contract amount.

Howard Engineering, a Minority Business Enterprise (W) of Marietta, SC, will provide electrical assessment services at 0.43% (\$2,500.00) of the revised total contract amount.

11. Council is asked to approve a Contract for Project WM4503; New 2"/4" Water Main Upgrades Harbison Subdivision (Forest Edge Road), as requested by Columbia Water. Award to LG Utility Contractors, Inc., a Minority Business Enterprise (W), in an amount not to exceed \$254,076.00, which includes contingency. The contractor is located in Lugoff, SC.

Funding Source: Water and Sewer Capital Projects (5529999-WM450301-658650). The original budget amount is \$387,234.00.



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This is both a Local Business Enterprise (LBE) and a Mentor Protégé Program (MPP) Protégé Only project. LG Utility Contractors, Inc. is the protégé and will provide water line installation services at 72.61% (\$153,730.00) of the total contract amount.

The following supplier will be providing the following materials/supplies:

Fortiline of Lexington, SC will provide materials at 27.39% (\$58,000.00) of the total contract amount.

12. Council is asked to approve Change Order #2 for Project WM3906; Construction along Sylvan Drive and Satchel Ford Road, as requested by Columbia Water. Award to Stutts and Williams in the amount of \$175,316.00. The contractor is located in Columbia, SC.

Funding Source: Water & Sewer Capital Projects/Capital Project Cost (5529999-WM3906-658650). The original budget amount for this contract was \$1,613,055.57. The original budget amount for this change order is \$175,316.00. The total revised budget amount is \$1,788,371.57.

This is a Mentor Protégé Program Project. Stutts and Williams, LLC, is the mentor and will provide water line installation services at 81.25% (\$1,453,101.75) of the revised total contract amount. Hammerhead Utilities, LLC, is the protégé and will assist with the restoration of roadway and asphalt replacement services at 18.75% (\$335,270.00) of the revised total contract amount.

13. Council is asked to approve Contract Amendment #2 for Project SD8450; Stormwater Bond Program Management Services, as requested by Columbia Water. Award to Woolpert, Incorporated in the amount of \$1,500,000.00. The firm is located in Columbia, SC.

Funding Source: Stormwater Improvement Capital Project Control/Capital Project Costs (5549999-SD845001-658650). The original budget amount was \$4,015,115.00. The budget amount for this amendment is \$1,500,000.00. The total revised budget amount is \$5,515,115.00.

The Columbia Disadvantaged Business Enterprise (CDBE) project goal of 20% was exceeded at 33% of the original contract amount of \$4,015,115.00. With the approval of this contract amendment, the CDBE percentage is 26.57% of the revised contract amount of \$5,515,115.00.

Woolpert, Incorporated will provide Capital Improvement Project, asset management program, and program management services at 71.97% (\$3,969,317.15) of the revised total contract amount.

The following subcontractors provide additional services:

Chao & Associates, a Minority Business Enterprise of Columbia, SC will provide engineering, inventory, mapping, easement/right of way, and construction management services at 12.62% (\$696,299.41) of the revised total contract amount.



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PJ Noble & Associates, a Minority Business Enterprise of Columbia, SC will provide public meetings and outreach services at 2.64% (\$145,519.35) of the revised total contract amount.

4D Engineering, a Minority Business Enterprise (W) of Lexington, SC will provide site design and construction management services at 11.31% (\$623,592.24) of the revised total contract amount.

HDR, Incorporated of Columbia, SC will provide easement/right of way, low impact development/green stormwater infrastructure, design and evaluation, public/private partnerships, and public outreach services at 1.19% (\$65,386.85) of the revised total contract amount.

WE3 Consultants, LLC of Saluda, SC will provide public/private partnership, public meetings, and outreach services at 0.27% (\$15,000.00) of the revised total contract amount.

14. Council is asked to approve a contract for Hyatt Park Improvements - Phase I, as requested by the Parks and Recreation Department. Award to AOS Specialty Contractors, Inc., a Minority Business Enterprise (W) in an amount not to exceed \$1,573,482.33, which includes contingency. The firm is located in Lexington, SC.

Funding Source: Professional Services/ Capital Project (4039999-PK006802-658650). The original budget amount is \$1,690,000.00.

AOS Specialty Contractors, Inc. is the prime contractor and will be performing park improvement services at 63.55% (\$952,294.60) of the total contract amount.

The following subcontractors will be providing the following services:

Coogler Construction, Inc. of Irmo, SC will be performing grading, stream daylighting, restoration, and clearing services at 26.95% (\$403,915.00) of the total contract amount.

Henry Chason Landscaping, LLC of Blythewood, SC will be performing landscaping, seeding, sodding, and riparian plantings services at 9.50% (\$142,345.00) of the total contract amount.

ZONING/PLANNING MATTERS - SECOND READING

15. ZONING TEXT AMENDMENT to Amend §17-253 - -DD (design/development)/City Center Design/Development Guidelines to delete Section 3.5.4 (Site Plan Review).

Ordinance No: 2020-100 Amending Chapter 17, Planning, Land Development and Zoning of the 1998 Code of Ordinances of the City of Columbia, South Carolina, Sec. 17-253 -- DD design/development area

Proposal: Amend Sec. 17-253 of the Columbia Code of Ordinances (-DD design/development) to amend the City Center Design/Development Guidelines to delete Section 3.5.4 (Site Plan Review).

Applicant: Councilman Daniel Rickenmann, Columbia City Council



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Staff Recommendation: Approval

PC Recommendation: 11/02/2020; Approved (8-0)

The public hearing was held on November 17, 2020 and first reading approval was given on December 1, 2020.

ORDINANCES - SECOND READING

16. Ordinance No.: 2020-107 Consenting to the Inclusion of Property in a Multi-County Industrial/Business Park (Gable Oaks Affordable Housing, 5530 Randall Avenue and 901 Colleton Street, Richland County TMS #11705-03-01 and 11706-11-03)

First reading approval was given on December 1, 2020. The City's consent is subject to third reading approval by Richland County Council.

ORDINANCES - FIRST READING

17. Ordinance No.: 2020-108 Consenting to the Inclusion of Property in a Multi-County Industrial/Business Park (Project Cross, Richland County TMS # 25600-04-17 and 25600-04-19)

RESOLUTIONS

18. Resolution No.: R-2020-078 Authorizing the City Manager to execute an Amended and Reinstated Agreement Concerning Electrical Service Rights between Fairfield Electric Cooperative, Tri-County Electric Co-operative and Mid-Carolina Electric Cooperative, Inc. and Dominion Energy South Carolina, Inc.
19. Resolution No.: R-2020-105 Authorizing the City Manager to execute a Management Services Agreement between the City of Columbia and Executive Management and Leasing, Inc. for the property located at 1401 Main Street

PUBLIC HEARING

20. Council is asked to hold a Public Hearing for the Consolidated Annual Performance and Evaluation Report (July 1, 2019 ending June 30, 2020) and to approve submission of the CAPER Report along with all citizens' comments received during the 10-day comment period, to the U.S. Department of Housing & Urban Development Department (HUD) prior to December 29, 2020, as requested by the Community Development Department.



**COLUMBIA CITY COUNCIL MEETING AGENDA
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APPOINTMENTS

- 21. Food Policy Committee
- 22. Riverbanks Park Commission

OTHER MATTERS

- 23. Council is asked to approve the Proposed Meeting Schedule for Year 2021.

CITY COUNCIL COMMITTEE REPORTS/REFERRALS

PUBLIC INPUT

EXECUTIVE SESSION

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

COVID-19
AMI Water Meter Installation
- 25. Receipt of legal advice relating to a pending, threatened or potential claim pursuant to S.C. Code §30-4-70(a)

Michael Hughes as Personal Representative of the Estate of Michael Stalnaker v. City of Columbia et al., 2017-CP-40-4924
- 26. Discussion of negotiations incident to proposed contractual arrangements pursuant to § 30-4-70(a)(2)

BrightUp
Saluda River Greenway
Federal Funding
- 27. Discussion of the employment of an employee pursuant to S.C. Code §30-4-70(a)(1)

Hospitality

ADJOURNMENT



COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, NOVEMBER 10, 2020

The Columbia City Council conducted a virtual meeting on Tuesday, November 10, 2020 using video conferencing technology. The Honorable Mayor Stephen K. Benjamin called the meeting to order at 2:07 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 Mayor Pro-Tempore Edward H. McDowell, Jr., The Honorable Daniel J. Rickenmann, and The Honorable William Brennan. Also present were Ms. Teresa Wilson, City Manager and Ms. Erika D. Moore Hammond, City Clerk. This meeting was advertised in accordance with the South Carolina Freedom of Information Act.

INVOCATION

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

ADOPTION OF THE AGENDA

Upon a motion made by Mr. McDowell and seconded by Mr. Duvall, Council voted unanimously to adopt the agenda subject to withdrawing **Items 24** and **25** from the agenda.

APPROVAL OF MINUTES

1. Council is asked to approve the July 21, 2020, August 4, 2020, August 18, 2020, August 27, 2020, and September 1, 2020 Council Meeting Minutes. - *Approved*

Upon a motion made by Ms. Devine and seconded by Mr. Duvall, Council voted unanimously to approve the July 21, 2020, August 4, 2020, August 18, 2020, August 27, 2020, and September 1, 2020 Council Meeting Minutes.

CITY COUNCIL DISCUSSION

2. COVID-19 Update - The Honorable Mayor Stephen K. Benjamin
 - COVID-19 Situational Report - Mr. Harry Tinsley, Emergency Management Director

Mr. Harry Tinsley, Emergency Management Director said we are at 50 million cases and 1.2 million deaths worldwide. In the U.S., we are at 10 million cases and 238,000 confirmed deaths. In the state, we had over 400,000 additional tests since our last meeting, which brings the total tests to date to over 2.1 million. Yesterday, we had 1,326 confirmed positive cases with a positivity rate of 13.6%. Unfortunately, there were 18 new deaths reported between October 31st and November 8th. This brings the state's total of confirmed deaths to 3,795. In Richland County, we have tested over 200,000 individuals to date. The total case count is 17,042. As of today's



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reporting, there were 262 confirmed deaths. The 29223 and 29229 zip codes had over 100 cases over the last 14 days. As of November 5th, Richland County's 14-day incident rate activity has been upgraded back to high. The positivity rate is 11.5%. Our surrounding counties remain in high risk as well. South Carolina is seeing a continual upslope in cases. It's not an acute spike as it was back in July due to the mitigations put in place. The statewide bed utilization rate remains at 75%. Health officials continue to monitor all cases and positivity rates.

Councilor Devine asked how the monitoring of sewage is helping with obtaining data before the numbers are reported.

Mr. Clint Shealy, P.E., Assistant City Manager for Columbia Water said we have not seen an uptick in the recent weeks at our Metro Wastewater Treatment Plant. We have had anecdotal discussions with USC on the collection systems monitoring they have been doing around campus. They have not seen an uptick in the concentration within the wastewater collection system. We have not seen an upward trend in our service area in terms of the wastewater concentration.

CONSENT AGENDA ITEMS 3 THROUGH 12

Upon a single motion made by Mr. Rickenmann and seconded by Mr. Duvall, Council voted unanimously to approve **Consent Agenda Items 3** through **12**.

3. Council is asked to approve the purchase of Body Cameras, Bay Docking Stations, and Service Plans, as requested by the Columbia Police Department. Award to COBAN Technologies, Inc., using the H-GAC Law Enforcement Speed Detection & Video Equipment Cooperative Contract in the amount of \$137,646.00. This vendor is located in Houston, TX. - *Approved*

Funding Source: Special Restricted Funds - Computer Equipment/Hardware; GL Account (2119999-627500); 2018 Body - Worn Camera Grant - Computer Equipment/Hardware: JL Account (9226000019-627500). The original budget amount is \$138,000.00.

4. Council is asked to approve the purchase of a Vac Truck for the Street Division, as requested by the Fleet Services Division. Award to Jet-Vac, using the Sourcewell Cooperative Contract, in the total amount of \$415,523.15. This vendor is located in Sumter, SC. - *Approved*

Funding Source: Streets - Storm Drains - Autos Trucks Heavy Equipment (5534203-658500). The original budget amount is \$415,523.15.



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5. Council is asked to approve a Memorandum of Agreement for Project WM4401; US #1 Bridge Replacement over CSX Railroad Water Line Relocations, as requested by the Engineering Department. Award to SCDOT in the amount of \$440,710.30. - *Approved*

Funding Source: Water Improvement funds FY 19/20 CIP (WM335521) – Utility Conflicts. The original budget amount is \$440,710.30.

6. Council is asked to approve the purchase of Pump Parts, Inspections, Service Calls, and Maintenance for the Metro Wastewater Treatment Plant, as requested by Columbia Water. Award to Charles Underwood Inc., as a Sole Source in an amount not to exceed \$50,000.00. This vendor is located in Sanford, NC. - *Approved*

Funding Source: Utilities Metro Wastewater Plant - Maintenance and Service Contract (5516208-658300). The original budget amount is \$50,000.00.

7. Council is asked to approve an Agreement for Project WM4263; Water Quality Consulting for Fiscal Year 2020/2021, as requested by Columbia Water. Award to Black & Veatch Corporation in the amount of \$75,000.00. The firm is located in Columbia, SC. - *Approved*

Funding Source: Utilities Columbia Canal Water Treatment Plant, Consultant Fees (5516206-WM426302-636700) (50%) and (5516207-WM426302-636700) (50%). The original budget amount is \$75,000.00.

This is a Mentor Protégé Program Project. Black & Veatch Corporation is the mentor and will provide water production process optimization evaluation recommendations, operator training for the water treatment process, and additional water quality services on an on-call basis at 80% (\$60,000.00) of the total contract amount. Howard Engineering, Inc., a Minority Business Enterprise (W) of Columbia, SC, is the protégé and will provide electrical vulnerability assessment, on-call inspection service, construction management services, water treatment staff training, water quality data review, and report quality control at 20% (\$15,000.00) of the total contract amount.

8. Council is asked to approve the purchase of Valve, Controls, and Pump Replacement Parts, Services, Maintenance, and Repairs for the Lake Murray and Metro Wastewater Treatment Plants, as requested by Columbia Water. Award to Heyward-Charlotte, as a Sole Source in the amount of \$100,778.54. This vendor is located in Charlotte, NC. - *Approved*

Funding Source: Utilities Metro Wastewater Plant - Maintenance and Service Contract (5516208-638200) \$40,000.00; Utilities Lake Murray Wastewater Plant - Equipment Repair/Service Supply (5516207-631800) \$25,808.54; Utilities Metro Wastewater Plant - Small Hand Tools/Other Equipment (5516208-623100) \$55,000.00. The original budget amount is \$120,808.54.

Attachment: MN_11_10_2020 (6378 : Approval of Minutes)



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9. Council is asked to approve the purchase of Caterpillar Parts, Maintenance, Warranty and Extended Service Coverage for all CAT Branded Generators/Engines for the Metro Wastewater Treatment Plant, as requested by Columbia Water. Award to Blanchard Machinery, as a Sole Source in an amount not to exceed \$125,000.00. This vendor is located in West Columbia, SC. - *Approved*

Funding Source: Utilities Metro Wastewater Plant - Maintenance and Service Contract (5516208-632800); Equipment Repair/Service Supply (5516208-631800). The original budget amount is \$125,000.00.

10. Council is asked to approve an Agreement for Project WM4547; Bitternut Booster Pump Station Improvements, as requested by Columbia Water. Award to AECOM Technical Services, Inc. in the amount of \$136,315.00. The firm is located in Columbia, SC. - *Approved*

Funding Source: Water and Sewer Capital Projects, Capital Project Costs (5529999-WM454702-658650). The original budget amount is \$136,315.00.

This is a Mentor Protégé Program Project. AECOM Technical Services, Inc. is the mentor and will provide design, construction administration, permitting, site survey, geotechnical services, and coordinate sub-consulting services at 75.63% (\$103,095.00) of the total contract amount. Atlantic South Consulting, a Minority Business Enterprise of Charleston, SC, is the protégé and will provide preliminary engineering design, quality reviews of all work, construction administration, and observation services at 24.37% (\$33,220.00) of the total contract amount.

11. Council is asked to approve contract amendments to modify the term of the Indefinite Delivery Contracts for Project DR4241; Water and Wastewater Flood Engineering Services, as requested by Columbia Water. The contract amounts for each firm is \$750,000.00. AECOM Technical Services and Black and Veatch Corporation are located in Columbia, SC. - *Approved*

Funding Source: FEMA Engineering Services/2015 October Flood Recovery (2539999-638400). The original budget amount for both contracts is \$750,000.00.

The original total period of performance for the Indefinite Delivery Contract (IDC) was a base period of two years with an option to extend one additional 12 month period. The request is to modify the term for a base period of three years with the option to extend the contract for two 12-month option periods. The first of the two 12-month option periods in each contract is from September 1, 2020 - August 31, 2021.

12. Resolution No.: R-2020-094 Authorizing consumption of beer and wine only at Soda City Main Street Holiday Market within the Biergarten Area only on Friday, November 27, Saturday, November 28 and Sunday, November 29, 2020 - *Approved*

Attachment: MN 11_10_2020 (6378 : Approval of Minutes)



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ZONING/PLANNING MATTERS - FIRST READING

13. ZONING MAP AMENDMENT for 901, 903, 911, and 919 S. Edisto Avenue, TMS# 11211-06-17, 11211-06-18, 11211-06-19, and 11211-06-20 – *The public hearing was held on September 15, 2020 and first reading was deferred. – Denied.*

Council District: 3

Proposal: Request to rezone the parcel from Light Industrial District (M-1) to General Residential District (RG-2)

Applicant: Robert F. Fuller, Attorney/Stratus Property Group

Staff Recommendation: Denial

PC Recommendation: 07/13/2020; Approval (7-0)

Councilor Brennan said I appreciate the conversations had with the community and potential developers, which has put eyes on the South Edisto/Commerce Drive area to show the potential that we are missing out on. The Planning Department put in a lot of time with coming up with a vision for Columbia Compass. The document is a wonderful tool to bring the best to all of our neighborhoods, especially South Edisto, Rosewood, and South Kilbourne. The zoning change that is being discussed is something I have been against. The future potential for this corridor with the Columbia Compass employment campus designation is exactly what we need to follow through. This area is ripe for infrastructure investments, flex spaces, office spaces, institutional, and light industrial. We don't have a lot of light industrial in the City. These zones build jobs. We need to attract small businesses to this employment campus. The Economic Development team and I had a chance to visit Belmont Safety Products on Commerce Drive. It is a wonderful construction technology company that has three employees right now but has a list of potentials. This is the type of business we need to attract to this area. I want to reiterate my support for the South Edisto area and commit to the neighborhood that we will bring that area back to the spotlight.

Councilor Duvall said it is clear by the South Carolina Aeronautics Commission that they feel we should not rezone this property for the future of the airport. I am convinced that the Jim Hamilton – L.B. Owens Airport's future is bright if we can find the resources to extend the runway. We should support the denial that was recommended by our staff. I do want to commend the hard work done on the project and I hope we can come up with a suitable place in the City of Columbia for this project.

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Councilor Rickenmann said this property has been in discussion for a long time and these plans that we have discussed have been there for 20 years. The City has invested 50 feet across the street in housing, which is in the direct flight pattern. Some of the information that has been sent out is not correct. This is a lot larger than one piece of property and it is disappointing we are only looking at it from one angle. This could had opened up some opportunities to change the face of that corridor. I still support the project. It is hard to deny this application when we approved something similar 50 feet down the road.

Councilor Devine said the developer has done a good job in trying to understand what the concerns were and trying to amend his plan to be more in alignment with those concerns. I was leaning in support of this project because of my concerns with the lack of workforce housing. Every opportunity we have to do quality affordable workforce housing, we need to capitalize on it. I would like to see if we can work with the developer and his team on other opportunities. We have a competent staff that looks at all issues and in my experience they are always trying to make something work. Their denial is instructive to me that the Columbia Compass Plan plays an important part in that area.

Councilor Davis said my concern is the location of the property in terms of the pathway of the airport. We should not allow any development to be in the direct flight path. For any residential development we need to pay attention to the previous use of the property. I would like to see a project such as this because it has the two elements that we need: affordable housing and workforce housing. We need to talk to them about other locations in the City.

A motion made by Mr. Rickenmann and seconded by Ms. Devine to give first reading approval to the Zoning Map Amendment for 901, 903, 911, and 919 S. Edisto Avenue, TMS# 11211-06-17, 11211-06-18, 11211-06-19, and 11211-06-20 failed by a vote of [1 to 6]. Mr. Rickenmann voted aye. Mr. Brennan, Mr. McDowell, Mr. Duvall, Ms. Devine, Mr. Davis and Mayor Benjamin voted nay.

Attachment: MN_11_10_2020 (6378 : Approval of Minutes)



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ORDINANCES - SECOND READING

14. Ordinance No.: 2020-098 Fourteenth Supplemental Ordinance Providing for the Issuance and Sale of City of Columbia, South Carolina Waterworks and Sewer System Revenue Bonds, in one or more Series, in the Aggregate Principal Amount of Not Exceeding \$315,000,000, in Order to Refinance Certain Outstanding Indebtedness and to Finance Various Capital Projects and Improvements to the System, Any Necessary Debt Service Reserves, Capitalized Interest and Issuance Costs; Authorizing the Mayor, the City Manager and The Assistant City Manager for Finance and Economic Services, or Any Two of Them Acting Together, to Determine Certain Matters With Respect to the Bonds; Prescribing the Form and Details of Such Bonds; and Other Matters Relating Thereto – *Approved on second reading.*

Councilor Devine asked about the law firms involved.

Mr. Jeff Palen, Assistant City Manager and Chief Financial Officer said for bond counsel it will be McNair and for the underwriters counsel it will be Parker and Poe.

Upon a motion made by Mr. Duvall and seconded by Mr. McDowell, Council voted unanimously to give second reading approval to Ordinance No.: 2020-098 Fourteenth Supplemental Ordinance Providing for the Issuance and Sale of City of Columbia, South Carolina Waterworks and Sewer System Revenue Bonds, in one or more Series, in the Aggregate Principal Amount of Not Exceeding \$315,000,000, in Order to Refinance Certain Outstanding Indebtedness and to Finance Various Capital Projects and Improvements to the System, Any Necessary Debt Service Reserves, Capitalized Interest and Issuance Costs; Authorizing the Mayor, the City Manager and The Assistant City Manager for Finance and Economic Services, or Any Two of Them Acting Together, to Determine Certain Matters With Respect to the Bonds; Prescribing the Form and Details of Such Bonds; and Other Matters Relating Thereto. Councilor Devine recused herself due to a potential conflict of interest.

RESOLUTIONS

15. Resolution No.: R-2020-095 Authorizing Construction and Improvements by the South Carolina Department of Transportation (SCDOT) of Interstate 26 and associated Ramps for the Carolina Crossroads, Phase I – Colonial Life Boulevard at I-127 Interchange Design-Build Project - *Approved*



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Upon a motion made by Mr. Duvall and seconded by Mr. Davis, Council voted unanimously to approve Resolution No.: R-2020-095 Authorizing Construction and Improvements by the South Carolina Department of Transportation (SCDOT) of Interstate 26 and associated Ramps for the Carolina Crossroads, Phase I – Colonial Life Boulevard at I-127 Interchange Design-Build Project.

16. Resolution No.: R-2020-101 Authorizing the City Manager to execute an Incentive Agreement between “Project Sunshine” or “Project Sunshine 2020”, Richland County, South Carolina, the South Carolina Department of Commerce, the South Carolina Coordinating Council for Economic Development, the City of Columbia, and South Carolina Department of Commerce, Division of Public Railways d/b/a Palmetto Railways
- *Approved*

Upon a motion made by Mr. Duvall and seconded by Mr. Davis, Council voted unanimously to approve Resolution No.: R-2020-101 Authorizing the City Manager to execute an Incentive Agreement between “Project Sunshine” or “Project Sunshine 2020”, Richland County, South Carolina, the South Carolina Department of Commerce, the South Carolina Coordinating Council for Economic Development, the City of Columbia, and South Carolina Department of Commerce, Division of Public Railways d/b/a Palmetto Railways.

OTHER MATTERS

17. Council is asked to approve the Destruction of 1,362 Narcotics and Paraphernalia, as requested by the Columbia Police Department's Evidence and Property Unit. - *Approved*

Upon a motion made by Mr. McDowell and seconded by Mr. Duvall, Council voted unanimously to approve the Destruction of 1,362 Narcotics and Paraphernalia, as requested by the Columbia Police Department's Evidence and Property Unit.

18. Council is asked to approve the installation of a 4-way stop at Whaley Street and Sumter Street, as requested by the Public Works Department. - *Approved*

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

Upon a motion made by Mr. Duvall and seconded by Mr. Brennan, Council voted unanimously to approve the installation of a 4-way stop at the intersection of Whaley Street and Sumter Street, as requested by the Public Works Department.

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19. Council is asked to approve a four-way stop at the intersection of West Confederate Avenue and Clark Street, as requested by the Public Works Department. - *Approved*

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

Upon a motion made by Mr. Davis and seconded by Ms. Devine, Council voted unanimously to approve the installation of a four-way stop at the intersection of West Confederate Avenue and Clark Street, as requested by the Public Works Department.

CITY COUNCIL COMMITTEE REPORTS/REFERRALS

20. Council is asked to refer the naming of the park at Bull Street to the Administrative Policy Committee, as requested by Administration. - *Approved*

Upon a motion made by Ms. Devine and seconded by Mr. McDowell, Council voted unanimously to refer the naming of the park at Bull Street to the Administrative Policy Committee, as requested by Administration.

PUBLIC INPUT

No comments were received at this time.

EXECUTIVE SESSION

Upon a motion made by Mr. Duvall and seconded by Mr. McDowell, Council voted unanimously to enter into Executive Session at 2:48 p.m. for the discussion of **Items 21** through **23**.

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

COVID-19

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

Jones v. City of Columbia

Campbell v. The South Carolina Department of Transportation and the City of Columbia

Strom v. City of Columbia

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

*Whitewater/Finlay Park
Public Art
Columbia City of Women Art Sculpture
Segra Naming Rights*

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

Sports Park Feasibility Study

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

Municipal Court

ADJOURNMENT

Council adjourned the meeting at 4:11 p.m.

Respectfully submitted by:

Erika D. Moore Hammond, CMC
City Clerk

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COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, NOVEMBER 17, 2020

The Columbia City Council conducted a virtual meeting on Tuesday, November 17, 2020 using video conferencing technology. The Honorable Mayor Stephen K. Benjamin called the meeting to order at 2:14 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 Mayor Pro-Tempore Edward H. McDowell, Jr., The Honorable Daniel J. Rickenmann, and The Honorable William Brennan. Also present were Ms. Teresa Wilson, City Manager and Ms. Erika D. Moore Hammond, City Clerk. This meeting was advertised in accordance with the South Carolina Freedom of Information Act.

INVOCATION

The Honorable Mayor Pro Tempore Edward H. McDowell, Jr. 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 subject to adding the Executive Session discussion of negotiations incident to proposed contractual arrangements pursuant to § 30-4-70(a)(2) - Five Points Fountain and Columbia City of Women Art Sculpture and Zoning Text Amendment (Item 38) to Item 41.

APPROVAL OF MINUTES

1. Council is asked to approve the September 15, 2020 and October 6, 2020 Council Meeting Minutes.

Upon a motion made by Mr. McDowell and seconded by Mr. Rickenmann, Council voted unanimously to approve the September 15, 2020 and October 6, 2020 Council Meeting Minutes.

CITY COUNCIL DISCUSSION / ACTION

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

Mayor Benjamin said we have been watching the troubling news all around the country as it relates to the pandemic. Many states have hit record levels, particularly in the Midwest and rural areas. Based on what we are seeing, the next two months could be the most devastating period to date. We continue to see preliminary trials of the vaccines. With the vaccines not too far away, now is the time to double our efforts to push back against COVID-19 fatigue and support all the efforts that help prevent infections. Even with the advent of the vaccine on the horizon, mask wearing, social distancing, and hand washing are the most important protections that we have. I had a conversation with about 115 fraternity members of the Interfraternity Council at USC about the



COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, NOVEMBER 17, 2020

ways in which they can begin leading not just in the USC greek community but in the Columbia community.

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

Mr. Harry Tinsley, Emergency Management Director said worldwide there are over 55 million cases of COVID-19. That is about 14.6 million cases over the last 28 days with over 1.3 million deaths globally. In the U.S., there are 11.1 million confirmed cases. That is an increase of 2.9 million over the last 28 days and 246,000 deaths. In South Carolina, there are 186,526 cases. About 2.3 million tests have been conducted to date. Today's count is 1,088 new cases with a positive test rate of 13.8%. Unfortunately, there were 11 new confirmed deaths reported. From November 2nd to November 16th, the confirmed death count was 3,884. In Richland County, the case count stands at 17,655 with 79 new cases as of yesterday. Richland County is averaging around 78 new cases daily. To date there has been 269 confirmed deaths. The zip codes with the highest case counts over the last 14-day reporting period are 29201 with 106 cases, 29203 with 98 cases, 29223 with 111 cases, and 29229 with 105 cases. Per the latest report from DHEC on November 12th, Richland County 14-day recent disease activity incident rate remains at high with 261.2 per 1,000 cases with a positive test rate of 13.1%. As of November 15th, the current recovery rate for the state is estimated at 91.9% and the state case fatality rate is estimated at 2.14%. Statewide, the testing average is now up slightly to 7,000 per day and the average percent positive over the last 14 days is 14.1%. South Carolina continues to see an uptick in the case counts, averaging nearly 1,000 new cases each day. The bed utilization rate stands at 76% and the ICU bed utilization rate stands at 74%. The state public health officials are continuing to monitor the case counts, percent positivity, and hospitalizations. DHEC has issued recommendations for the upcoming holidays. They encourage all citizens to properly wear face masks, stay physically distanced, and get tested routinely to help slow the spread of the virus.

3. Recognition of the Columbia Complete Count Committee - The Honorable Mayor Stephen K. Benjamin

Mayor Benjamin said on behalf of the entire Council and City, we want to thank our incredible Columbia Complete Count Committee for their hard work in making sure the census was effectively carried out in the Midlands. This group provided significant leadership on a statewide level and engaged very often with the national level. We knew this year was going to be difficult with the pandemic and lack of resources that we typically rely on from the federal government, but the Columbia Complete Count Committee was undaunted. They moved forward and called thousands of Columbians to make sure they completed the census and also held safe programming for all generations, including panels and virtual town halls explaining the importance of the census. They held an expansive marketing campaign, including social media, billboards, and yard signs.



We Are Columbia

COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, NOVEMBER 17, 2020

We know as leaders in the public sector how important the census is to this community. Ms. Chynna Phillips, thank you and we are proud of your leadership and the whole Columbia Complete Count Committee.

Ms. Chynna A. Phillips, MSW, Columbia Complete Count Committee Co-Chair said thank you all for giving me this opportunity. We had an amazing team of people who offered their support in the midst of everything. When COVID-19 happened, we said we needed to spread joy and not COVID. That is when all those innovative ideas came about. I want to thank the committee and all of you for being amazing leaders. We had the business sector step up and offer to help with pushing the census. Thank you for trusting us and letting us lead in all ways.

Ms. Teresa Wilson, City Manager said I want to thank Chynna for knowing how to work within the confines of government and working with our department leaders. This shows how citizen support adds value to the work that we do as government employees. Thank you for abiding by the directions and we appreciate all you did.

CONSENT AGENDA ITEMS 4 THROUGH 21

Upon a single motion made by Mr. McDowell and seconded by Ms. Devine, Council voted unanimously to approve **Consent Agenda Items 4** through **21**.

4. Council is asked to approve Fiscal Year 2020/2021 Contract Renewal for Information Technology Training, Certification, Research, and Event Venue Management, as requested by the Economic Development Department. Award to ITology in the amount of \$10,000.00. This firm is located in Columbia, SC. - *Approved*

Funding Source: Special Contracts (5511301-638300). The original budget amount is \$10,000.00.

5. Council is asked to approve Fiscal Year 2020/2021 Contract Renewal for Recruitment and Entrepreneurial Assistance, as requested by the Economic Development Department. Award to Midlands Technical College Enterprise Campus Authority in the amount of \$10,000.00. This firm is located in Columbia, SC. - *Approved*

Funding Source: Special Contracts (5511301-638300). The original budgeted amount is \$10,000.00.

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6. Council is asked to approve Fiscal Year 2020/2021 Contract Renewal for Entrepreneurial Support, Management, and Assistance, as requested by the Economic Development Department. Award to USC/Columbia Technology Incubator in the amount of \$25,000.00. This firm is located in Columbia, SC. - *Approved*

Funding Source: Special Contracts (5511301-638300). The original budgeted amount is \$25,000.00.

7. Council is asked to approve Fiscal Year 2020/2021 Contract Renewal for Sister Cities Programs to Assist with Recruitment, Marketing, and Research, as requested by the Economic Development Department. Award to Columbia World Affairs Council in the amount of \$30,000.00. This firm is located in Columbia, SC. - *Approved*

Funding Source: Special Contracts (5511301-638300). The original budget amount is \$30,000.00.

8. Council is asked to approve Fiscal Year 2020/2021 Contract Renewal for Assistance with Project Management, Promotions, Marketing, and Research, as requested by the Economic Development Department. Award to EngenuitySC in the amount of \$32,500.00. This firm is located in Columbia, SC. - *Approved*

Funding Source: Special Contracts (5511301-638300). The original budget amount is \$32,500.00.

9. Council is asked to approve Fiscal Year 2020/2021 Contract Renewal for Assistance with Recruitment, Project Management, Promotions, Marketing, and Research, as requested by the Economic Development Department. Award to Central SC Alliance in the amount of \$36,000.00. This firm is located in Columbia, SC. - *Approved*

Funding Source: Special Contracts (5511301-638300). The original budget amount is \$36,000.00.

10. Council is asked to approve Fiscal Year 2020/2021 Contract Renewal for Entrepreneurship, Small Business Development, Event Management, and Marketing, as requested by the Economic Development Department. Award to GrowCo in the amount of \$37,500.00. This firm is located in Columbia, SC. - *Approved*

Funding Source: Special Contracts (5511301-638300). The original budget amount is \$37,500.00.

11. Council is asked to approve an Economic Development Grant Agreement for an Office Expansion Project within the City of Columbia, as requested by the Economic Development Department. Award to Robinson Gray Stepp & Laffitte, LLC in an amount not to exceed \$50,000.00. This firm is located in Columbia, SC. - *Approved*

Funding Source: ED Special Allocation (5511301-638508). The original budget amount is \$50,000.00.

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12. Council is asked to approve Fiscal Year 2020/2021 Contract Renewal for Services Related to Supporting our Military and the Retention of Military Personnel and Services and Operations located at Fort Jackson, as requested by the Economic Development Department. Award to the Greater Columbia Chamber of Commerce in the amount of \$53,500.00. This firm is located in Columbia, SC. - *Approved*

Funding Source: ED Special Projects (5518419-638500). The original budget amount is \$53,500.00.

13. Council is asked to approve Fiscal Year 2020/2021 Contract Renewal for Professional Services for Improvement and Operational Services within the Downtown Business Improvement District Including Marketing, Advertising, and Safety Services ("Yellow Shirt" Program), as requested by the Economic Development Department. Award to the City Center Partnership in the amount of \$70,000.00. - *Approved*

Funding Source: Special Contracts (5511301-638300). The original budget amount is \$70,000.00.

14. Council is asked to approve additional funding for the Little Lake Katharine Dredging Project, as requested by the Engineering Department. Award to the Little Lake Katharine Homeowners Association in the amount of \$128,050.00. - *Approved*

Funding Source: Stormwater - Special Contracts (5534202-638305). The original budget amount was \$92,950. The budget amount for this amendment is \$128,050. The total revised budget amount is \$221,000.00.

15. Council is asked to approve Year Three of a Five Year Lease Purchase Agreement for Motorola Radios, as requested by the Columbia Police Department. Award to Motorola Inc., using the South Carolina State Contract, in the amount of \$327,101.78. The vendor is located in Blythewood, SC. - *Approved*

Funding Source: Police Administrative Services - Radio Equipment (1012402 – 627500). The original budget amount is \$327,101.78.

16. Council is asked to approve a Contract for Project WM4499; New 2" Water Main Upgrades for Chimney Ridge Subdivision, as requested by Columbia Water. Award to Smoak Construction, LLC, a Minority Business Enterprise (W) in an amount not to exceed \$91,344.00, which includes contingency. This firm is located in Little Mountain, SC. - *Approved*

Funding Source: Water and Sewer Capital Projects (5529999-WM449901-658650). The original budget amount is \$145,728.00.

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This is both a Local Business Enterprise (LBE) and a Mentor Protégé Program (MPP) Protégé Only project. Smoak Construction, LLC, the protégé, will be performing water line installation work at 78% (\$59,538.00) of the total contract value.

The following suppliers will be providing the following materials/supplies:

Fortiline Waterworks of Columbia, SC will be providing pipe fittings services at 16% (\$12,082.00) of the total contract value.

Argos of Columbia, SC will be providing concrete/flowable fill services at 4% (\$3,000.00) of the total contract value.

Sloan Construction of Columbia, SC will be providing asphalt services at 2% (\$1,500.00) of the total contract value.

17. Council is asked to approve Contract Amendment #4 for Project SS7331; Upper Kinley Creek Sewer Improvements, as requested by Columbia Water. Award to Thomas & Hutton Corporation in the amount of \$176,300.00. The firm is located in Columbia, SC. - *Approved*

Funding Source: Water & Sewer Capital Projects/Capital Project Costs (5529999-SS733101-658650). The original budget amount was \$556,800.00. The budget amount for this amendment is \$176,300.00. The total revised budget amount is \$733,100.00.

This is a Clean Water 2020 Program Project and a Mentor Protégé Program Project. Thomas and Hutton Corporation is the mentor and will provide planning, design, construction services at 73.47% (\$538,640.00) of the revised total contract amount. OLH, Inc., a Minority Business Enterprise of Columbia, SC, is the protégé and will assist with permitting, bidding, and construction observation services at 20.69% (\$151,660.00) of the revised total contract amount.

The following subcontractors will provide additional services:

Terracon Consulting Engineer of Columbia, SC, will provide additional geotechnical services at 3.79% (\$27,800.00) of the revised total contract amount.

Redzone Robotics of Columbia, SC, will provide additional CCTV services at 2.05% (\$15,000.00) of the revised total contract amount.

18. Council is asked to approve an Agreement for Project SS7565; Lower Kinley Creek Sewer Improvements, as requested by Columbia Water. Award to Weston & Sampson Engineers, Inc. in the amount of \$821,580.00. The firm is located in Columbia, SC. - *Approved*



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Funding Source: Water and Sewer Capital Projects - Capital Project Costs (5529999-SS756501-658650). The original budget amount is \$821,580.00.

This is a Mentor Protégé Program Project. Weston & Sampson Engineers, Inc. is the mentor and will provide project management, engineering design, permitting, bidding and award services at 79.87% (\$656,180.00) of the total contract amount. Carper Civil Consulting, a Minority Business Enterprise (W) of Columbia, SC, is the protégé and will provide project administration, engineering design, and management of sub-consultants services at 20.13% (\$165,400.00) of the total contract amount.

19. Council is asked to approve an Agreement for Project SS7564; West Columbia Pump Station Improvements, as requested by Columbia Water. Award to Brown and Caldwell in the amount of \$677,500.00. The firm is located in Columbia, SC. - *Approved*

Funding Source: Water and Sewer Capital Projects - Capital Project Costs (5529999-SS756401-658650). The original budget amount is \$677,500.00.

This is a Mentor Protégé Program Project. Brown and Caldwell is the mentor and will provide planning, analysis, preliminary engineering and development, and permitting services at 67.57% (\$457,761.00) of the total contract amount. 4D Engineering, a Minority Business Enterprise (W) of Lexington, SC, is the protégé and will provide civil assessment, permitting, design, and construction administration services at 20.00% (\$135,500.00) of the total contract amount.

The following sub-consultants will provide additional services:

Chao & Associates, a Minority Business Enterprise of Columbia, SC will provide structural assessment and preliminary design report development services at 3.57% (\$24,239.00) of the total contract amount.

Clemson Engineering Hydraulics of Anderson, SC will provide hydraulic modeling services at 8.86% (\$60,000.00) of the total contract amount.

20. Council is asked to approve the Issuance of Indefinite Delivery Contracts (IDCs) for Waterline/Hydrant Leak Restoration Services, as requested by Columbia Water. Award to the following firms in a total amount not to exceed \$1,500,000.00 for an initial term of one year, with the option to renew for two additional one year periods. Project specific task order(s) shall be required, executed, and issued for each waterline/hydrant leak restoration project awarded under the approved IDC. - *Approved*

Funding Source: Engineering Wastewater System Improvements – SPC Contracts – Water/Sewer, Stormwater (5516221-638305). The original budget amount is \$1,500,000.00.

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Mentor	IDC Not to Exceed Amount	Protégé Firm & Location (Minimum 20% required)
Carolina Tap & Bore, Inc. West Columbia, SC	\$500,000.00	LG Utility Contractors, Inc. Minority Business Enterprise (W) Lugoff, SC
LAD Construction Swansea, SC	\$500,000.00	JA Mabus and Associates Batesburg, SC
GH Smith Construction Columbia, SC	\$250,000.00	Smoak Construction Minority Business Enterprise (W) Little Mountain, SC
Lake Murray Utility Chapin, SC	\$250,000.00	J.W. Brown Construction LLC Lexington, SC

All projects are awarded from the Columbia Water Preapproved Contractors Listing and will utilize the Mentor Protégé Program, requiring a minimum 20% of the project to be completed by the Protégé.

21. Council is asked to approve an Agreement for Community Development Block Grant Disaster Recovery (CDBG-DR) Program Management Services, as requested by the Community Development Department. Award to ICF Incorporated, LLC in the amount of \$989,767.50 for an initial term of two years with the option to renew for two additional one-year periods. The firm is located in Fairfax, VA. - *Approved*

Funding Source: CDBG-DR Control Account - 2015 October Flood Recovery (2639999-9107402017, 9107404017, 9107080017, 9107901017, 9107406017-638400). The original budget amount is \$989,767.50.

ICF Incorporated, LLC, will provide extensive CDBG-DR program management technical assistance and training services at 84.27% (\$834,108.50) of the total contract amount.

The following sub-consultants will provide additional services:

Livable Housing, Inc., a Minority Business Enterprise (W) of York, PA, will provide subject matter expertise in lead safe housing, green building, construction management, construction standards, and construction pricing services at 8.35% (\$82,680.00) of the total contract amount.

DESA, Inc., a Minority Business Enterprise (W) of Columbia, SC, will provide community engagement and support the City's citizen participation, community outreach, and Section 3 activities during engagement services at 7.07% (\$69,934.00) of the total contract amount.

JMB Preservation Advisors of Holly Springs, NC, will provide technical support and assist with the City's Multifamily Housing Fund program underwriting at 0.31% (\$3,045.00) of the total contract amount.



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RESOLUTIONS

22. Resolution No.: R-2020-102 Authorizing the City Manager to execute a Community Development Block Grant - Disaster Recovery (CDBG-DR) Subrecipient Agreement between the City of Columbia and The St. Bernard Project, Inc. dba SBP, Inc. - *Approved*

Ms. Teresa Wilson, City Manager said The St. Bernard Project, Inc. dba SBP, Inc. is a company that was founded in New Orleans in 2006 following hurricane Katrina. They are a national award winning resilience and recovery non-profit organization whose mission is to shrink the time between disaster and recovery.

Upon a motion made by Mayor Benjamin and seconded by Mr. Duvall, Council voted unanimously to approve Resolution No.: R-2020-102 Authorizing the City Manager to execute a Community Development Block Grant - Disaster Recovery (CDBG-DR) Subrecipient Agreement between the City of Columbia and The St. Bernard Project, Inc. dba SBP, Inc.

23. Resolution No.: R-2020-090 Authorizing the City Manager to execute an Assignment of Contract of Sale and Purchase of Real Estate between the City of Columbia and Executive Management & Leasing, Inc. for the purchase of 1127 Washington Street, Richland County TMS #09013-04-08 – *Approved*

Upon a motion made by Mr. McDowell and seconded by Mr. Duvall, Council voted unanimously to approve Resolution No.: R-2020-090 Authorizing the City Manager to execute an Assignment of Contract of Sale and Purchase of Real Estate between the City of Columbia and Executive Management & Leasing, Inc. for the purchase of 1127 Washington Street, Richland County TMS #09013-04-08.

24. Resolution No.: R-2020-093 Certifying various Buildings as Abandoned Buildings Pursuant to the South Carolina Abandoned Buildings Revitalization Act, Title 12, Chapter 67, Section 12-67-100 et seq., of the South Carolina Code of Laws (1976), as amended, regarding the property located at Bull Street, Richland County TMS # 09113-16-04, 11404-11-04, 11404-12-01, 11501-01-01(portion) and 11501-01-22 - *Approved*

Upon a motion made by Mr. Duvall and seconded by Mr. Brennan, Council voted unanimously to approve Resolution No.: R-2020-093 Certifying various Buildings as Abandoned Buildings Pursuant to the South Carolina Abandoned Buildings Revitalization Act, Title 12, Chapter 67, Section 12-67-100 et seq., of the South Carolina Code of Laws (1976), as amended, regarding the property located at Bull Street, Richland County TMS # 09113-16-04, 11404-11-04, 11404-12-01, 11501-01-01(portion) and 11501-01-22.

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25. Resolution No.: R-2020-099 Certifying Building Site as an Abandoned Building 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 1501 Richland Street, Richland County TMS # R11404-01-16 - *Approved*

Councilor Rickenmann asked for clarification on the vacancy of the property.

Ms. Krista Hampton, Director of Planning and Development Services said we have an affidavit from the previous owner stating the vacancy and the current use. The property was a law firm and its currently being used for co-working space.

Mayor Benjamin asked if abandoned buildings have a minimum square footage requirement.

Ms. Krista Hampton, Director of Planning and Development Services said there is an investment requirement not a square footage requirement. These folks are not requesting property tax abatement. They are going for the state income tax credit. For them to get the local property tax credit, you all will have to pass an ordinance approving that. We are authorizing the state income tax credit. The Department of Revenue has delegated that responsibility to municipalities.

Upon a motion made by Mr. McDowell and seconded by Mayor Benjamin, Council voted unanimously to approve Resolution No.: R-2020-099 Certifying Building Site as an Abandoned Building 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 1501 Richland Street, Richland County TMS # R11404-01-16.

26. Resolution No.: R-2020-098 Authorizing the City Manager to execute a Memorandum of Understanding between the City of Columbia and the Central Midlands Regional Transit Authority Allocating and Delegating Responsibilities for Bus Stops with the City of Columbia - *Approved*

Councilor Rickenmann said there are issues that have come up that we need to discuss as a Council. I want staff to look at our existing agreement around the transit center and right-of-ways.

Ms. Teresa Wilson, City Manager said we are aware of the issues with the right-of-ways. This Memorandum of Understanding is about the cleanliness of the bus stops and delegating all those responsibilities to the COMET.

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Mr. Henry Simons, Assistant City Manager for Operations said this agreement is specifically dealing with the delegation of the maintenance of bus stops to standardize the work that is being done. Whether that be signs, furnishing, benches, or lighting, those responsibilities will be delegated to the COMET to standardize what they are doing in Richland County, as well as in Lexington County.

Upon a motion made by Mayor Benjamin and seconded by Mr. Duvall, Council voted unanimously to approve Resolution No.: R-2020-098 Authorizing the City Manager to execute a Memorandum of Understanding between the City of Columbia and the Central Midlands Regional Transit Authority Allocating and Delegating Responsibilities for Bus Stops with the City of Columbia.

27. Resolution No.: R-2020-103 Authorizing the City Manager to execute a Parking Facility Development Agreement between the City of Columbia and BullStreet Development, LLC
- *Approved*

Mr. Jeff Palen, Assistant City Manager and Chief Financial Officer said we have spent the last eight to nine months working on how to finance the parking at Bull Street for the first two decks. We looked at many different options. Since the location is in an Opportunity Zone, we looked at issuing a bond. It is an Opportunity Zone type bond in partnership with the developer. The developer has to build the garage and pay for it. Our parking system would buy it 10 years from now. With interest rates and how the program is working, it became cost prohibitive. We started looking at other options but one of our challenges in the City is while interest rates weren't attractive for this item, our interest earnings have dropped greatly over the last year and a half. We are looking at using the Other Post-Employment Benefits (OPEB) funds instead of the developer to build the garage. This will save the City approximately \$4.6 million and it gives us complete control without having to set up some sort of lease with the developer.

Upon a motion made by Mr. Brennan and seconded by Mr. Duvall, Council voted [6 to 1] to approve Resolution No.: R-2020-103 Authorizing the City Manager to execute a Parking Facility Development Agreement between the City of Columbia and BullStreet Development, LLC. Mr. Brennan, Mr. Duvall, Mr. McDowell, Ms. Devine, Mr. Davis, and Mayor Benjamin voted aye. Mr. Rickenmann voted nay.



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ORDINANCES - FIRST READING

28. Ordinance No.: 2020-106 Approving the Use of Certain Funds of the City of Columbia, South Carolina in order to Acquire, Construct, Equip and Develop Land and Improvements within the Bull Street Facilities and Pay Certain Costs Associated with the Development Thereof; and Other Matters Relating Thereto - Bull Street Parking Facility 1/Construction and Development – *Approved on first reading.*

Upon a motion made by Ms. Devine and seconded by Mr. Duvall, Council voted [6 to 1] to give first reading approval to Ordinance No.: 2020-106 Approving the Use of Certain Funds of the City of Columbia, South Carolina in order to Acquire, Construct, Equip and Develop Land and Improvements within the Bull Street Facilities and Pay Certain Costs Associated with the Development Thereof; and Other Matters Relating Thereto - Bull Street Parking Facility 1/Construction and Development. Mr. Brennan, Mr. Duvall, Mr. McDowell, Ms. Devine, Mr. Davis, and Mayor Benjamin voted aye. Mr. Rickenmann voted nay.

29. Ordinance No.: 2020-095 Providing for an Installment Plan of Finance for Certain Downtown City Projects; Approving Columbia Facilities Corporation and its Activities, Including the Issuance by the Corporation of not exceeding \$57,250,000 Principal Amount of Its Installation Purchase Revenue Bonds, in One Or More Series, Tax-Exempt or Taxable; Authorizing the Execution and Delivery of a Base Lease and Conveyance Agreement and an Installment Purchase and Use Agreement Each Between the City of Columbia, South Carolina and The Corporation; Approving the Form and Terms of a Trust Agreement Between the Corporation and a Corporate Trustee Named Therein, in Connection with such Bonds; Approving the Form of a Preliminary Official Statement and Other Documents With Respect to the Marketing and Sale of Such Bonds; Delegating Authority to the Mayor, the City Manager and the Assistant City Manager for Finance and Economic Services, or any Two of Them Acting Together, to Approve and Determine Certain Matters; and Other Matters Relating Thereto – *Approved on first reading.*

Upon a motion made by Mr. Duvall and seconded by Mr. Davis, Council voted unanimously to give first reading approval to Ordinance No.: 2020-095 Providing for an Installment Plan of Finance for Certain Downtown City Projects; Approving Columbia Facilities Corporation and its Activities, Including the Issuance by the Corporation of not exceeding \$57,250,000 Principal Amount of Its Installation Purchase Revenue Bonds, in One Or More Series, Tax-Exempt or Taxable; Authorizing the Execution and Delivery of a Base Lease and Conveyance Agreement and an Installment Purchase and Use Agreement Each Between the City of Columbia, South Carolina and The Corporation; Approving the Form and Terms of a Trust Agreement Between the

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**COLUMBIA CITY COUNCIL MEETING MINUTES
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Corporation and a Corporate Trustee Named Therein, in Connection with such Bonds; Approving the Form of a Preliminary Official Statement and Other Documents With Respect to the Marketing and Sale of Such Bonds; Delegating Authority to the Mayor, the City Manager and the Assistant City Manager for Finance and Economic Services, or any Two of Them Acting Together, to Approve and Determine Certain Matters; and Other Matters Relating Thereto.

30. Ordinance No.: 2020-102 Granting an encroachment to Clear Dot Charter School Columbia for the use of the right of way area of the 2000 block of Marion Street adjacent to 2015 Marion Street, Richland County TMS#09016-10-10 for the installation and maintenance of pollinator flower beds – *Approved on first reading.*

Upon a motion made by Mr. Brennan and seconded by Mr. McDowell, Council voted unanimously to give first reading approval to Ordinance No.: 2020-102 Granting an encroachment to Clear Dot Charter School Columbia for the use of the right of way area of the 2000 block of Marion Street adjacent to 2015 Marion Street, Richland County TMS#09016-10-10 for the installation and maintenance of pollinator flower beds.

31. Ordinance No.: 2020-103 Granting an encroachment to Choice Hotels for the use of the right of way areas of the 1000 block of Lady Street and 1200 block of Park Street adjacent to its building at 1000 Lady Street, 1010 Lady Street, 1014 Lady Street and 1218 Park Street, Richland County TMS#09013-09-01, 09013-09-02, 09013-09-04, and 09013-09-22 for the installation and maintenance of sidewalks, driveways, parking, landscaping and irrigation – *Approved on first reading.*

Upon a motion made by Mr. Duvall and seconded by Mr. Rickenmann, Council voted unanimously to give first reading approval to Ordinance No.: 2020-103 Granting an encroachment to Choice Hotels for the use of the right of way areas of the 1000 block of Lady Street and 1200 block of Park Street adjacent to its building at 1000 Lady Street, 1010 Lady Street, 1014 Lady Street and 1218 Park Street, Richland County TMS#09013-09-01, 09013-09-02, 09013-09-04, and 09013-09-22 for the installation and maintenance of sidewalks, driveways, parking, landscaping and irrigation.

32. Ordinance No.: 2020-105 Authorizing the City Manager to execute a Contract of Sale between the City of Columbia and T.E.O., LLC for the sale of approximately 9.90 acres being known as Parcel C, located on the N/S of Farrow Road, Richland County TMS #11612-04-01 – *Approved on first reading.*



**COLUMBIA CITY COUNCIL MEETING MINUTES
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Upon a motion made by Mr. Davis and seconded by Mr. Duvall, Council voted unanimously to give first reading approval to Ordinance No.: 2020-105 Authorizing the City Manager to execute a Contract of Sale between the City of Columbia and T.E.O., LLC for the sale of approximately 9.90 acres being known as Parcel C, located on the N/S of Farrow Road, Richland County TMS #11612-04-01.

PUBLIC HEARING & FIRST READING FOR ZONING / PLANNING MATTERS

Council opened the Public Hearing at 3:30 p.m.

33. ANNEXATION, COMPREHENSIVE PLAN MAP AMENDMENT, AND ZONING MAP AMENDMENT for 1314 Rosewood Drive; TMS# 11208-02-10 – *Approved on first reading.*

Ordinance No: 2020-096 Annexing and Incorporating 1314 Rosewood Drive, Richland County TMS #11208-02-10 into Columbia Compass: Envision 2036 adopted by Ordinance No.: 2020-028 on August 4, 2020 – Approved on first reading.

Council District: 3

Proposal: Request recommendation to assign land use classification of Community Activity Corridor (AC-2) and assign zoning of General Commercial District (C-3) within a Flood Protective Area (-FP) for a pending annexation. The property is currently classified as Mixed Residential (High Density) and zoned HI (Pending GC) by Richland County.

Applicant: Realty Haven, LLC

Staff Recommendation: Approval

PC Recommendation: 10/05/2020; Approval (8-0)

No public comments were received at this time.

Upon a motion made by Mr. Duvall and seconded by Mr. Rickenmann, Council voted unanimously to give first reading approval to the Annexation, Comprehensive Plan Map Amendment, and Zoning Map Amendment for 1314 Rosewood Drive **and** Ordinance No: 2020-096 Annexing and Incorporating 1314 Rosewood Drive, Richland County TMS #11208-02-10 into Columbia Compass: Envision 2036 adopted by Ordinance No.: 2020-028 on August 4, 2020.

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We Are Columbia

**COLUMBIA CITY COUNCIL MEETING MINUTES
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34. ANNEXATION, COMPREHENSIVE PLAN MAP AMENDMENT, AND ZONING MAP AMENDMENT for 1.45-acre portion of 940 Gracern Road; TMS# 07301-02-01(p) – *Approved on first reading.*

Ordinance No: 2020-097 Annexing and Incorporating 1.45-acre portion of 940 Gracern Road, Richland County TMS#07301-02-01(pt) into Columbia Compass: Envision 2036 adopted by Ordinance No.: 2020-028 on August 4, 2020 – Approved on first reading.

Council District: 2

Proposal: Request to annex, assign land use classification of Employment Campus (EC) and assign zoning of General Commercial (C-3) at the time of annexation. The property is currently classified as Mixed Residential (High Density) and zoned RS-LD by Richland County.

Applicant: American Home Renovations, LLC

Staff Recommendation: Approval

PC Recommendation: 05/04/2020; Approval (7-0)

No public comments were received at this time.

Upon a motion made by Mr. McDowell and seconded by Mr. Duvall, Council voted unanimously to give first reading approval to the Annexation, Comprehensive Plan Map Amendment, and Zoning Map Amendment for 1.45-acre portion of 940 Gracern Road **and** Ordinance No: 2020-097 Annexing and Incorporating 1.45-acre portion of 940 Gracern Road, Richland County TMS#07301-02-01(pt) into Columbia Compass: Envision 2036 adopted by Ordinance No.: 2020-028 on August 4, 2020.

35. ANNEXATION, COMPREHENSIVE PLAN MAP AMENDMENT, AND ZONING MAP AMENDMENT for 1215 Shop Road; TMS# 11210-01-02 – *Approved on first reading.*

Ordinance No: 2020-101 Annexing 1215 Shop Road, Richland County TMS #11210-01-02 – Approved on first reading.

Council District: 3

Proposal: Request to annex, assign interim land use classification of Industrial (IND) and assign interim zoning of Light Industrial District (M-1) at the time of annexation. The property is currently classified as Mixed Residential (High Density) and zoned M-1 by Richland County.

Applicant: Hood Real Estate Investments, LLC



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COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, NOVEMBER 17, 2020

Staff Recommendation: Approval

PC Recommendation: 11/02/2020; Approval (8-0)

No public comments were received at this time.

Upon a motion made by Mr. Brennan and seconded by Mr. Duvall, Council voted unanimously to give first reading approval to the Annexation, Comprehensive Plan Map Amendment, and Zoning Map Amendment for 1215 Shop Road **and** Ordinance No: 2020-101 Annexing 1215 Shop Road, Richland County TMS #11210-01-02.

36. FUTURE LAND USE MAP AMENDMENT for parcels affected by annexation or modification of land use occurred between February 13 and November 17, 2020. – *Approved on first reading.*

Ordinance No: 2020-094 Amending the Columbia Compass: Envision 2036 Map to assign or amend land use classifications for parcels where annexation or modification of future land use occurred between February 13, 2020 and November 17, 2020 – Approved on first reading.

City Council Districts: All

Proposal: Amend the Future Land Use Map of Columbia Compass: Envision 2036 to assign or amend land use classifications for parcels where annexation or modification of future land use occurred or will occur between February 13 and November 17, 2020.

Applicant: City of Columbia

Staff Recommendation: Approval

PC Recommendation: 09/14/2020; Approval (8-0)

No public comments were received at this time.

Upon a motion made by Mr. Duvall and seconded by Ms. Devine, Council voted unanimously to give first reading approval to Ordinance No: 2020-094 Amending the Columbia Compass: Envision 2036 Map to assign or amend land use classifications for parcels where annexation or modification of future land use occurred between February 13, 2020 and November 17, 2020.



**COLUMBIA CITY COUNCIL MEETING MINUTES
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37. **UNIFIED DEVELOPMENT ORDINANCE - Revise Effective Date of Ordinance – Approved on first reading.**

Ordinance No.: 2020-099 Amending the effective date of Ordinance No.: 2020-022 repealing and replacing Chapter 17, Planning, Land Development and Zoning of the City of Columbia, South Carolina – Approved on first reading.

Proposal: Revising the effective date of Ordinance to March 31, 2021.

Applicant: Rachel Bailey, Zoning Administrator

Staff Recommendation: Approval

PC Recommendation: 10/05/20; Approval (8-0)

No public comments were received at this time.

Upon a motion made by Mr. Duvall and seconded by Mr. Davis, Council voted unanimously to give first reading approval to Ordinance No.: 2020-099 Amending the effective date of Ordinance No.: 2020-022 repealing and replacing Chapter 17, Planning, Land Development and Zoning of the City of Columbia, South Carolina.

38. **ZONING TEXT AMENDMENT to Amend §17-253 - -DD (design/development)/City Center Design/Development Guidelines to delete Section 3.5.4 (Site Plan Review). - Deferred**

Ordinance No: 2020-100 Amending Chapter 17, Planning, Land Development and Zoning of the 1998 Code of Ordinances of the City of Columbia, South Carolina, Sec. 17-253 -- DD design/development area

Proposal: Amend Sec. 17-253 of the Columbia Code of Ordinances (-DD design/development) to amend the City Center Design/Development Guidelines to delete Section 3.5.4 (Site Plan Review).

Applicant: Councilman Daniel Rickenmann, Columbia City Council

Staff Recommendation: Approval

PC Recommendation: 11/02/2020; Approved (8-0)

No public comments were received at this time.

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We Are Columbia

**COLUMBIA CITY COUNCIL MEETING MINUTES
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Upon a motion made by Mr. Rickenmann and seconded by Mr. Duvall, Council voted unanimously to defer first reading approval of Ordinance No: 2020-100 Amending Chapter 17, Planning, Land Development and Zoning of the 1998 Code of Ordinances of the City of Columbia, South Carolina, Sec. 17-253 -- DD design/development area.

Council closed the Public Hearing at 3:41 p.m.

ZONING / PLANNING MATTERS - SECOND READING

39. ZONING MAP AMENDMENT for 1232 Whittaker Drive, TMS# 13909-09-02 - *First reading approval was given on September 15, 2020. – Approved on second reading.*

Council District: 4

Proposal: Request to rezone the parcel from Single Family Residential District (RS-1) to Single Family Residential District (RS-2).

Applicant: Wade Carlisle, Wade Carlisle Construction, LLC

Staff Recommendation: Approval

PC Recommendation: 07/13/2020; Approval (6-1)

No public comments were received at this time.

Councilor Rickenmann said we had requested a recorded plat that split the lot into two, a deed restriction naming the adjoining neighbor and neighbors across the street, and a layout where the houses would sit on those two lots. The applicant has provided all these in his packet and has gone above and beyond to fulfill the requirements. The delay was on the County recording the plat.

Upon a motion made by Mr. Rickenmann and seconded by Mr. Duvall, Council voted unanimously to give second reading approval to the Zoning Map Amendment for 1232 Whittaker Drive, TMS# 13909-09-02.

CITY COUNCIL COMMITTEE REPORTS / REFERRALS

40. Council is asked to refer presentation of the Columbia Technology Plan to the Economic and Community Development Committee, as requested by The Honorable Will Brennan.
– *Approved*

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COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, NOVEMBER 17, 2020

Upon a motion made by Mr. Brennan and seconded by Mayor Benjamin, Council voted unanimously to approve referral of the Columbia Technology Plan presentation to the Economic and Community Development Committee, as requested by The Honorable Will Brennan.

Councilor Devine said on yesterday, we started promoting our local partnership on *The Color of Law* conversation. I have received very good responses. Our first session will start on December 10, 2020. This will be a conversation moderated by Warren Bolton along with community leaders who have lived through gentrified neighborhoods. Rebecca Lipson from *The State* and Stuart Andrews, a well-respected attorney who has done a lot in housing, will also be present. We have three other sessions starting in January. I would ask for your assistance in promoting this in all four districts of the City.

PUBLIC INPUT

No comments were received at this time.

EXECUTIVE SESSION

Upon a motion made by Mr. Duvall and seconded by Mr. Davis, Council voted unanimously to enter into Executive Session at 3:53 p.m. for the discussion of **Items 41** and **42** as amended to add Zoning Text Amendment (Item 38) to **Item 41** and discussion of negotiations incident to proposed contractual arrangements pursuant to S.C. Code §30-4-70(a)(2) - Five Points Fountain and Columbia City of Women Art Sculpture.

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

*COVID-19
Columbia Water Collections
Consent Decree*

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

*Godfrey v. City of Columbia
LJ, Inc. v. City of Columbia
Grant v. City of Columbia*



We Are Columbia

**COLUMBIA CITY COUNCIL MEETING MINUTES
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ADJOURNMENT

Council adjourned the meeting at 5:47 p.m.

Respectfully submitted by:

Erika D. Moore Hammond, CMC
City Clerk

DRAFT

Attachment: MN_11_17_2020 (6378 : Approval of Minutes)

ORDINANCE NO: 2020-109*An Emergency Ordinance Extending and Amending Certain Emergency Ordinances Related to COVID-19*

WHEREAS, SARS-CoV-2 (the Coronavirus) the virus that causes the disease COVID-19 continues to be a serious public health concern; and,

WHEREAS, the Centers for Disease Control and Prevention (“CDC”) and SCDHEC advise the use of cloth face coverings to slow the spread of COVID-19; and,

WHEREAS, in Executive Order No. 2020-63, Governor Henry McMaster urged municipalities to enact measures requiring individuals to wear a face covering; and,

WHEREAS, it is vitally important that we continue to work together to decrease the widespread proliferation of COVID-19 among us; and,

WHEREAS, City Council finds that it is still in the public interest to protect public health and the general welfare of the public to extend the temporary suspension of normal operating procedures of City Council and City Boards and Commissions meetings as set forth in Ordinance No.: 2020-044 and to extend and amend the requirement that face coverings or masks be worn in public in the City of Columbia as set out forth in Ordinance No.: 2020-059; and,

WHEREAS, the requirements under both ordinances were further extended and amended by Ordinance 2020-093 through January 5, 2020; and,

WHEREAS, Sec. 2-86 of the Ordinances of the City of Columbia allows for the adoption of emergency ordinances on one reading without notice or hearing by affirmative two-thirds of the members present, and shall expire automatically on the 61st day following enactment; NOW, THEREFORE,

BE ORDAINED by the Mayor and Council this __ day of _____, 2020, that the City of Columbia extends the temporary suspension of the normal operating procedures of City Council and City Boards and Commissions meetings and allows for the Mayor, Council Members, Board Members and Commission Members to remotely participate in voting and operational procedures by telephone or other means of electronic communication.

BE IT FURTHER ORDAINED by the Mayor and City Council of the City of Columbia, South Carolina this __ day of _____, 2020 that facial coverings shall be required in all public places within the City to slow the spread of the novel coronavirus disease, known as COVID-19 as follows:

1. Face coverings which cover the nose and mouth shall be required in all public places within the City. All persons entering a commercial establishment in the City must wear a face covering while inside the establishment. A face covering must also be worn in situations where distances between people change frequently such as a busy sidewalk, waiting area, or popular outdoor area where it is impractical or impossible to maintain six feet of distance at all times. This paragraph does not apply to religious establishments. However, the use of face coverings is recommended during religious activities as well.

2. All restaurants, bars, retail stores, barbershops, salons, grocery stores, and pharmacies in the City must require their employees to wear a face covering which covers the nose and mouth at all times while having face to face interaction with the public. Each individual employee violation of this ordinance will be considered a separate and distinct offense.

3. Any person who is unable to safely wear a face covering due to age, an underlying health condition, or is unable to remove the face covering without the assistance of others is exempt from this Ordinance.

4. Face coverings are not required in the following circumstances:

- a. In personal vehicles;
- b. When a person is alone in enclosed spaces; during outdoor physical activity, provided the active person maintains a minimum of six (6) feet from other people at all times;
- c. When a person is alone or only with other household members;
- d. While drinking, eating or smoking;
- e. When wearing a face covering causes or aggravates a health condition.
- f. When wearing a face covering would prevent the receipt of personal services.
- g. When a person is 10 years of age or younger.

5. A person who fails to comply with Paragraph 1 of this Ordinance shall be guilty of a civil infraction, punishable by a fine of not more than \$100.00.

6. A person who fails to comply with Paragraph 2 of this Ordinance shall be guilty of a civil infraction, punishable by a fine of not more than \$100.00. Each violation of this Ordinance shall be considered a separate and distinct offense. In addition to the fines established by this paragraph, repeated violations of this Ordinance by a person who owns, manages, operates or otherwise controls a business subject to this Ordinance may, subject to all procedural protections set forth in the City Code, result in the suspension or revocation of any occupancy permit or business license issued to a business where the repeated violations occurred. Repeated violations of this Ordinance are additionally hereby declared to be a public nuisance, which may be abated by the City by restraining order, preliminary and permanent injunction, or other means provided for by the laws of this State. The foregoing notwithstanding, every effort shall be made to bring the business into voluntary compliance with the terms of this Ordinance prior to the issuance of any citation. For the purposes of Paragraph 2 of this Ordinance, "person" shall be defined as any individual associated with the business who has the control or authority and ability to enforce the social distancing requirements of the Ordinance within the business, such as an owner, manager or supervisor. "Person" may also include an employee or other designee that is present at the business but does not have the title of manager, supervisor, etc., but has the authority and ability to ensure that the requirements of this Ordinance are met while the business is open to the public.

7. Should any provision, paragraph, sentence or word of this Ordinance be rendered or declared invalid by any final court action in a court of competent jurisdiction or by reason of any preemptive legislation, the remaining provisions, paragraphs, sentences, or words of this Ordinance as hereby adopted shall remain in full force and effect.

BE IT FURTHER ORDAINED that this emergency ordinance shall be terminated by the issuance of another ordinance or shall automatically expire on the 61st day after enactment of this ordinance.

This ordinance shall take effect immediately.

Requested by:

Mayor and City Council

Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:

T. A. Knox

City Attorney

City Clerk

Introduced:

Final Reading:

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is entered into by and between The City of Columbia (hereinafter called the "City") and OneColumbia for Arts and History (hereinafter called the "Contractor") to provide the services herein described.

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

1. CONTRACT FOR SERVICES

The City hereby engages the Contractor and the Contractor hereby agrees to perform the services hereafter set forth.

2. SCOPE OF SERVICES AND TIME OF PERFORMANCE

The Contractor shall in a satisfactory and proper manner as determined by the City perform tasks necessary to complete the projects as outlined in Appendix A, attached hereto. The Contractor has specialized knowledge to complete the projects without any training from the City and shall perform the tasks in the order and in the manner that he or she determines is most effective and efficient without any City control over the details of Contractor's performance.

The Term of this Agreement commenced on September 1, 2020 and shall expire on June 30, 2021.

3. METHOD OF PAYMENT

It is agreed that in no event will the total compensation to be paid hereunder exceed Fifty-Two Thousand Three Hundred Fifty-Three Dollars and No/100 (\$52,353.00).

Payment shall be made for work performed every four (4) weeks and no later than by Thursday of the following week after the fourth week.

4. FINDINGS CONFIDENTIAL

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

5. ACCESS TO RECORDS

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

6. COPYRIGHT

No reports or other documents produced in whole or in part under this Contract shall be the subject of an application for copyright by or on behalf of the Contractor.

7. AMENDMENTS

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 parties, 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 parties.

8. ASSIGN ABILITY/SUBCONTRACTING

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

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

9. INDEPENDENT CONTRACTOR

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

10. TERMINATION OF CONTRACT FOR CAUSE

If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner these obligations under this Contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Contract, the City shall thereupon have the right to terminate this Contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all finished or unfinished documents, data studies, surveys and reports prepared under this Contract shall become the property of the City.

Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the Contract by the Contractor and the

City may withhold any payments to the Contractor until such time as the exact amount of damages due to the City from the Contractor is determined.

11. TERMINATION FOR CONVENIENCE OF THE CITY

The City may terminate this Contract at any time by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. In that event, all finished or unfinished documents and other material as described in Paragraph 5 above shall, at the option of the City, become its property.

12. INTEREST OF CONTRACTOR

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

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

13. EQUAL EMPLOYMENT OPPORTUNITY

In carrying out the program, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor shall take affirmative action to insure that applicants for employment, without regard to their race, creed, color, religion, ancestry, sex, sexual orientation, gender identity, 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, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor 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 nondiscrimination clause. The Contractor will incorporate these requirements in all subcontracts for program work.

14. SEVERABILITY

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

15. COMPLIANCE WITH LOCAL LAWS

The Contractor shall comply with all applicable laws, ordinances, and codes of the state and local government in performing the work provided under this Contract.

16. PERSONNEL

All of the services required hereunder shall be performed by the Contractor and all personnel engaged in the work will be fully qualified and shall be authorized or permitted under state and local law to perform the services identified in Appendix A, Scope of Services.

The Contractor represents that he/she has, or will secure at his/her own expense, all personnel required in performing the services under the Contract.

I 7. GOVERNING LAW

This Agreement shall be interpreted, construed, and enforced in accordance with the Jaws of South Carolina. Any dispute arising between any of the parties hereto regarding the subject matter of this Agreement shall be subject to the exclusive jurisdiction of the federal and state courts within the State of South Carolina.

IN WITNESS WHEREOF, the City and the Contractor have entered into this Agreement as of the date of the last signature below.

WITNESSES TO CONTRACTOR:

ONEColumbia

By: _____
Name: _____
Title: _____
Date: _____

WITNESSES TO CITY:

CITY OF COLUMBIA, SOUTH CAROLINA

By: _____
Name: Teresa B. Wilson
Title: City Manager
Date: _____

APPROVED AS TO FORM

T. A. Knox

Legal Department City of Columbia, SC

Attachment: APPROVED FY 20-21 ONEColumbia Contract (6396 : One Columbia FY 20/21 Agreement)



Exhibit A

December 1, 2020

City of Columbia
 Attn: City Manager Teresa Wilson
 1737 Main Street
 Columbia, SC 29201

Deliverables
September 1, 2020 to June 30, 2021

One Columbia will advise, amplify and advocate for strengthening and unifying the arts and history community by supporting arts and historic preservation tourism, promoting collaboration, coordinating advertisements, celebrating the role of arts and history in this community, and will continue to serve in the role of an office of cultural affairs for the City of Columbia.

Deliverables include:

- Amplify information about cultural events, activities and opportunities reaching citizens and tourists via multiple promotional methods
- Developing arts audiences through programs that engage the community, demonstrate the breadth of arts activities and provide access to new cultural experiences
- Conduct public art initiatives for commissioning new works of public art on the City's behalf and maintain a directory of the Midlands' public art
- Encourage development of busking and street performance as a method for making Columbia more livable and a creative destination for tourists
- Facilitate inclusive thematic celebrations of Columbia's creativity and history through partnerships among arts organizations
- Provide meeting space and other services for artists and arts organizations
- Maintain and share information about the impact of the arts and culture sector
- Report on activities and deliverables within 30 days of the end of the fiscal year

One Columbia for Arts & Culture is very grateful for your recognition of the enduring value of the arts and historic preservation in advancing Columbia's standing as a vibrant and livable community where creativity and preservation can be fostered to the benefit of residents and visitors alike. With your support, we will continue to utilize artistic expression and creativity in ways that solve problems, create economic incentives and make Columbia a vibrant and unique place to live and work. Thank you for this opportunity.

Sincerely,

A handwritten signature in black ink, appearing to read "R. Lee Snelgrove", with a stylized flourish at the end.

R. Lee Snelgrove
 Executive Director
 One Columbia for Arts & Culture

1219 Taylor Street
 Columbia, South Carolina 29201

803.254.5008
onecolumbiasc.com



9/1/20

R207158
Quotation

DATE 8/31/2020



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

CITY OF COLUMBIA SC
Mr. Jeremy Yates

Prepared by: Brian Smith

* V003102
* Object code:
658500

Reference Number	Description	List Price
542-7992	420 07A BACKHOE LOADER CFG2	\$86,690
543-4283	STICK, STANDARD, 14FT	\$0
544-1066	PT, 4WD/2WS, POWERSHIFT	\$9,600
541-9540	ENGINE, 74.5KW, C3.6 DITA, T4F	\$9,550
554-4188	HYD, MP, 6FCN/8BNK, ST, QC	\$6,120
544-0883	CAB, DELUXE	\$8,390
545-5048	DISPLAY, TOUCH SCREEN	\$670
491-6734	WORKLIGHTS (8) HALOGEN LAMPS	\$0
573-4524	SEAT, DELUXE FABRIC	\$925
542-7810	AIR CONDITIONER, T4F	\$2,400
379-2161	TIRES, 12.5 80/19.5L-24, GY	\$1,690
9R-6007	STABILIZER PADS, FLIP-OVER	\$336
219-3387	BUCKET-HD, 24", 6.2 FT3	\$1,717
444-7500	COUPLER, PG, MAN.D.LOCK, BHL	\$2,090
551-6453	RIDE CONTROL	\$1,490
456-3390	COUPLING,QD,THREADED WITH CAPS	\$371
548-1230	LINES, COMBINED AUX, STD STICK	\$3,500
433-0154	BEACON, MAGNETIC MOUNT, STROBE	\$342.00
540-2298	RADIO, FM BLUETOOTH	\$550.00
549-5531	SECURITY BLUETOOTH KEY	\$560.00
516-5913	BATTERY, HEAVY DUTY	\$227.00
353-1389	GUARD, STABILIZER	\$835.00
195-6939	FORK TINE, 2" X 5" X 54"	\$1,586.00
318-9902	PINS, SPARE	\$175.00
216-8840	BUCKET-MP, 1.4 YD3, IT	\$7,632.00
9R-5320	CUTTING EDGE, TWO PIECE,WIDE	\$329.00
461-6839	SHIPPING/STORAGE PROTECTION	\$203.00
462-1033	RUST PREVENTATIVE APPLICATOR	\$108.00
164-8485	BA25 ANGLE BROOM, MAN, IT	\$12,319.00
561-2552	HAMMER, H65S	\$11,167.00
572-6066	BRACKET, BHL, QC, TUCK, LG	\$660.00
313-4791	LINES, H65, BHL-F	\$417.00
423-8307	TOOL, CHISEL, INLINE, H65	\$264.00
	Total Caterpillar List Price	\$172,913
	State Contract 4400018718 25% off list discount	(43,228.00)
Optional	3 year / 5000 hour powertrain and hydraulic warranty	1,070.00
	Prep, delivery, and make ready cost	1,695.00
	SC SALES TAX	500.00
	TOTAL PRICE	\$132,950

Attachment: Quote (6368 : Backhoe Loader for the Water Distribution)

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V003102

Cat[®] object code: 658500
420

BACKHOE LOADER



The Cat[®] 420 Backhoe Loader delivers exceptional performance, increased fuel efficiency, superior hydraulic system, versatility and an updated operator station. The 420 features the following:

- **Ergonomic Operator Station** – Ample legroom inside the cab makes rotating the seat simple. The air suspension seat provides comfort to the operator while roading. New backhoe control pods allow for unlimited adjustability.
- **Load Sensing Hydraulics** – The Cat Backhoe Loader's load sensing piston pump provides full hydraulic lifting and digging forces at any engine speed. Variable flow pump matches hydraulic power to work demands.
- **Machine Performance** – The Cat C3.6 engine delivers solid performance and meets U.S. EPA Tier 4 Final/EU Stage V emission standards by utilizing Selective Catalytic Reduction technology with a Diesel Oxidation Catalyst. The system allows the operator to disconnect the machine, even while the diesel exhaust fluid is being purged from the system.
- **Machine Versatility** – The all new Integrated Tool Carrier (IT Coupler) for Single Tilt Loader Arm configurations are available from the factory or for simple field installation. The Cat Backhoe Loader with Integrated Tool Carrier (IT Coupler) will be the most versatile machine on the job site providing quick connection to a variety of Cat Attachments.
- **Cat Attachments** – A large portfolio of Backhoe Loader Attachments, including but not limited to, Quick Couplers, Thumbs, assorted Buckets, and Brooms are available from the factory or for field installation. Cat Backhoe Loaders will be "Dirt Ready" upon delivery.
- **Powershift Transmission** – A Four Speed Powershift Transmission is standard to make shifting gears smooth and as simple as twisting the Powershuttle Lever.
- **Spring Applied Hydraulically Released (SAHR) Parking Brake** – The SAHR Parking Brake is activated at the push of a button and automatically engages when the machine is powered down.
- **Lift Performance** – The redesigned boom cylinder increases lift performance by 15%.

Specifications

Engine

Engine	C3.6 74.5 kW (100 hp) Electronic Turbo Intercooled	
Ratings at 2,200 rpm		
Gross Power SAE J1995	76 kW	102 hp
Gross Power ISO 14396	74 kW	100 hp
Net Power Rating at 2,200 rpm		
SAE J1349	68 kW	92 hp
ISO 9249	68 kW	91 hp
Net Peak Power Rating@ 1,800 rpm		
SAE J1349	79 kW	105 hp
ISO 9249	78 kW	105 hp
Dimensions		
Bore	98 mm	3.86 in
Stroke	120 mm	4.72 in
Displacement	3.6 L	220 in ³
Torque Rise (net) at 1,400 rpm	47%	
SAE J1349 Net	436 N·m	322 lb·ft
Power Rating Conditions		
No de-rating required up to	3048 m	10,000 ft

- Engine meets Tier 4 Final/Stage V emission standards.

Weights*

Operating Weight (estimated)	7834 kg	17,271 lb
Operating Weight (maximum) (ROPS capacity)	11 000 kg	24,251 lb
Operating Weight (minimum)	7384 kg	16,279 lb
Cab, ROPS/FOPS	145 kg	320 lb
Power-Shift Transmission	STD	STD
Ride Control	15 kg	33 lb
Air Conditioning	45 kg	99 lb
All-Wheel Drive	STD	STD
MP bucket (0.96 m ³ /1.25 yd ³)		
with fold-over forks	915 kg	2,017 lb
without fold-over forks	745 kg	1,642 lb
Loader QC	245 kg	540 lb
Extendible Stick (excludes ft. counterweight)	270 kg	595 lb
Counterweights, base	115 kg	256 lb
Stackable, one	240 kg	529 lb
Maximum	460 kg	1,014 lb

*Machine configuration: standard stick hoe, OROPS canopy, AWD power shift transmission, 0.96 m³ (1.25 yd³) GP loader bucket, 610 mm (24 in) standard duty hoe bucket, 340/80-18 and rear 500/70-24 tires, 240 kg (530 lb) counterweight, 80 kg (176 lb) operator, full fuel tank.

R507128

Attachment: Quote (6368 : Backhoe Loader for the Water Distribution)

420 Backhoe Loader

Transmission*

Power Shift Transmission – Standard

Forward – 1st	5.9 km/h	3.7 mph
2nd	9.4 km/h	5.8 mph
3rd	20 km/h	12 mph
4th	41 km/h	25 mph
Reverse – 1st	5.9 km/h	3.7 mph
2nd	12.4 km/h	7.7 mph
3rd	27 km/h	17 mph

	Power-Shift Transmission – Optional		Power-Shift Transmission with LTC – Optional	
Forward – 1st	5.9 km/h	3.7 mph	5.9 km/h	3.7 mph
2nd	9.4 km/h	5.8 mph	9.4 km/h	5.8 mph
3rd	12 km/h	8 mph	12 km/h	8 mph
4th	20 km/h	12 mph	20 km/h	12 mph
5th	27 km/h	17 mph	27 km/h	17 mph
5th LTC	—	—	29 km/h	18 mph
6th	41 km/h	25 mph	41 km/h	25 mph
6th LTC**	—	—	40 km/h	25 mph
Reverse – 1st	5.9 km/h	3.7 mph	5.9 km/h	3.7 mph
2nd	12 km/h	7.7 mph	12 km/h	7.7 mph
3rd	27 km/h	17 mph	27 km/h	17 mph

*Travel speeds of two wheel drive backhoe loader at full throttle, when equipped with 500/70-24 rear tires.

**Limited by engine speed to 40 km/h (25 mph).

Axle Ratings

Front Axle, AWD

Static	12 000 kg	26,455 lb
Dynamic	6000 kg	20,233 lb

Rear Axle

Static	13 000 kg	28,660 lb
Dynamic	7000 kg	15,432 lb

Hydraulic System

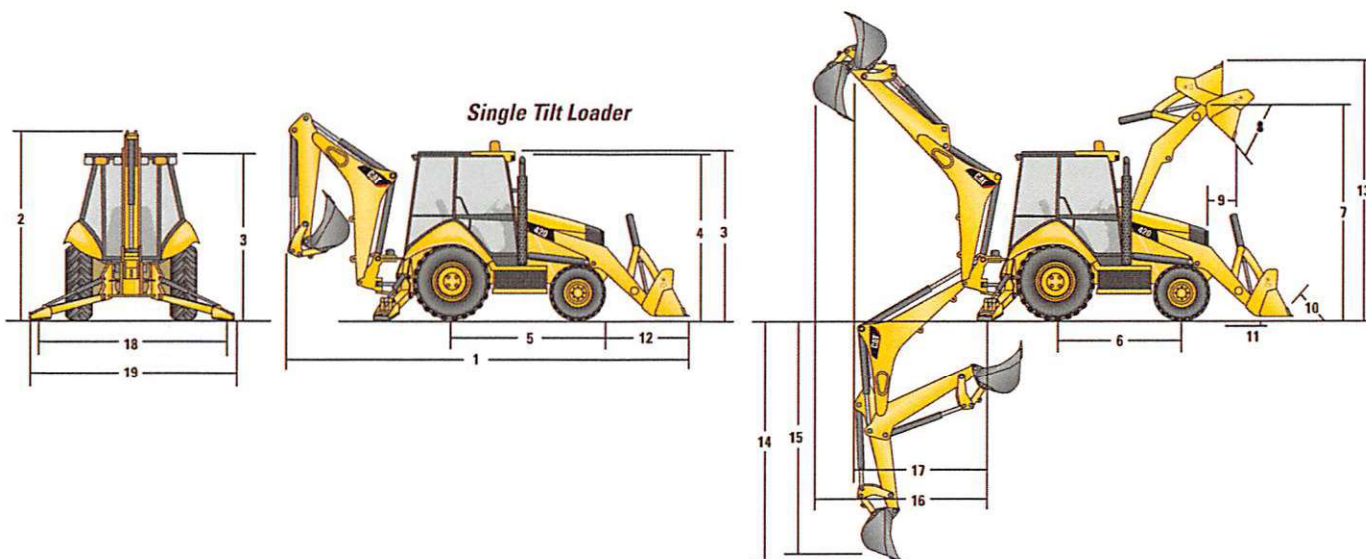
Type	Closed Center	
Pump Type	Variable-flow, Axial Piston	
Pump Capacity @ 2,200 rpm	187 L/min	49.4 gal/min
System Pressure		
Backhoe	25 000 kPa	3,626 psi
Loader	25 000 kPa	3,626 psi

Steering

Type	Front Wheel	
Power Steering	Hydrostatic	
One Double-Acting Cylinder		
Bore	65 mm	2.6 in
Stroke	106 mm	4.2 in
Rod Diameter	40 mm	1.6 in
Axle Oscillation	11°	
Turning Circle – 2WD/AWD (inner wheel not braked)		
Outside front wheels	8.205 m	26'11"
Outside widest loader bucket	10.745 m	35'3"

Service Refill Capacities

Cooling System with Air Conditioning	18.0 L	4.8 gal
Fuel Tank	160.0 L	42.3 gal
Engine Oil with Filter	9.0 L	2.4 gal
Diesel Exhaust Fluid (DEF)	19.0 L	5.0 gal
Transmission – Power shuttle		
2WD	18.0 L	4.8 gal
AWD	18.0 L	4.8 gal
Transmission – Power Shift		
AWD	19.0 L	5.0 gal
Rear Axle	16.0 L	4.2 gal
Planetarys	1.7 L	0.4 gal
Front Axle (AWD)	11.0 L	2.9 gal
Planetarys	0.7 L	0.2 gal
Hydraulic System	95.0 L	25.1 gal
Hydraulic Tank	42.0 L	11.1 gal



420 Backhoe Loader

Dimensions

Machine configuration: standard stick hoe, OROPS canopy, AWD power shift transmission, 0.96 m³ (1.25 yd³) GP loader bucket, 610 mm (24 in) standard duty hoe bucket, 340/80-18 and rear 500/70-24 tires, 240 kg (530 lb) counterweight, 80 kg (176 lb) operator, full fuel tank.

Single Tilt Loader with Pin-On Buckets

	0.96 m ³ (1.25 yd ³) GP	1.0 m ³ (1.31 yd ³) GP	1.07 m ³ (1.40 yd ³) GP	1.15 m ³ (1.50 yd ³) GP	1.0 m ³ (1.31 yd ³) MP	1.07 m ³ (1.40 yd ³) MP
1 Overall Length (loader on ground) – S-Stick – mm (ft/in)	7132 (23'5")	7087 (23'3")	7153 (23'6")	7153 (23'6")	7060 (23'2")	7060 (23'2")
Overall Length (loader on ground) – E-Stick – mm (ft/in)	7138 (23'5")	7093 (23'3")	7158 (23'6")	7158 (23'6")	7066 (23'2")	7066 (23'2")
Overall Transport Length – S-Stick – mm (ft/in)	7163 (23'6")	7130 (23'5")	7201 (23'7")	7201 (23'7")	7131 (23'5")	7131 (23'5")
Overall Transport Length – E-Stick – mm (ft/in)	7190 (23'7")	7135 (23'5")	7206 (23'8")	7206 (23'8")	7136 (23'5")	7136 (23'5")
2 Overall Transport Height – Standard Stick – mm (ft/in)	3645 (12'0")	3645 (12'0")	3645 (12'0")	3645 (12'0")	3645 (12'0")	3645 (12'0")
Overall Transport Height – Extendible Stick – mm (ft/in)	3665 (12'0")	3665 (12'0")	3665 (12'0")	3665 (12'0")	3665 (12'0")	3665 (12'0")
Overall Width – mm (ft/in)	2248 (7'5")	2248 (7'5")	2248 (7'5")	2248 (7'5")	2248 (7'5")	2248 (7'5")
3 Height to Top of Cab/Canopy – mm (ft/in)	2815 (9'3")	2815 (9'3")	2815 (9'3")	2815 (9'3")	2815 (9'3")	2815 (9'3")
4 Height to Top of Exhaust Stack – mm (ft/in)	2720 (8'11")	2720 (8'11")	2720 (8'11")	2720 (8'11")	2720 (8'11")	2720 (8'11")
Height to Loader Hinge Pin (transport) – mm (ft/in)	378 (1'3")	378 (1'3")	422 (1'5")	422 (1'5")	420 (1'5")	420 (1'5")
Ground Clearance (LH step) – mm (ft/in)	316 (1'0")	316 (1'0")	316 (1'0")	316 (1'0")	316 (1'0")	316 (1'0")
Ground Clearance (AWD guard) – mm (ft/in)	312 (1'0")	312 (1'0")	312 (1'0")	312 (1'0")	312 (1'0")	312 (1'0")
Ground Clearance (485 kg/1,070 lb counterweight) – mm (ft/in)	289 (0'11")	289 (0'11")	289 (0'11")	289 (0'11")	289 (0'11")	289 (0'11")
5 Rear Axle Centerline to Front Grill – mm (ft/in)	2706 (8'11")	2706 (8'11")	2706 (8'11")	2706 (8'11")	2706 (8'11")	2706 (8'11")
Front Wheel Tread Gauge – mm (ft/in)	1895 (6'3")	1895 (6'3")	1895 (6'3")	1895 (6'3")	1895 (6'3")	1895 (6'3")
Rear Wheel Tread Gauge – mm (ft/in)	1728 (5'8")	1728 (5'8")	1728 (5'8")	1728 (5'8")	1728 (5'8")	1728 (5'8")
6 Wheelbase 2WD/AWD – mm (ft/in)	2200 (7'3")	2200 (7'3")	2200 (7'3")	2200 (7'3")	2200 (7'3")	2200 (7'3")

Single Tilt Loader with Quick Coupler

	0.96 m ³ (1.25 yd ³) GP	1.0 m ³ (1.31 yd ³) GP	1.15 m ³ (1.50 yd ³) GP	1.0 m ³ (1.31 yd ³) MP	1.07 m ³ (1.40 yd ³) MP
1 Overall Length (loader on ground) – S-Stick – mm (ft/in)	7314 (24'0")	7269 (23'10")	7311 (24'0")	7221 (23'8")	7221 (23'8")
Overall Length (loader on ground) – E-Stick – mm (ft/in)	7319 (24'0")	7275 (23'10")	7316 (24'0")	7226 (23'9")	7226 (23'9")
Overall Transport Length – S-Stick – mm (ft/in)	7290 (23'11")	7257 (23'10")	7288 (23'11")	7219 (23'8")	7219 (23'8")
Overall Transport Length – E-Stick – mm (ft/in)	7296 (23'11")	7262 (23'10")	7294 (23'11")	7224 (23'8")	7224 (23'8")
2 Overall Transport Height – Standard Stick – mm (ft/in)	3645 (12'0")	3645 (12'0")	3645 (12'0")	3645 (12'0")	3645 (12'0")
Overall Transport Height – Extendible Stick – mm (ft/in)	3665 (12'0")	3665 (12'0")	3665 (12'0")	3665 (12'0")	3665 (12'0")
Overall Width – mm (ft/in)	2248 (7'5")	2248 (7'5")	2248 (7'5")	2248 (7'5")	2248 (7'5")
3 Height to Top of Cab/Canopy – mm (ft/in)	2815 (9'3")	2815 (9'3")	2815 (9'3")	2815 (9'3")	2815 (9'3")
4 Height to Top of Exhaust Stack – mm (ft/in)	2720 (8'11")	2720 (8'11")	2720 (8'11")	2720 (8'11")	2720 (8'11")
Height to Loader Hinge Pin (transport) – mm (ft/in)	345 (1'2")	346 (1'2")	346 (1'2")	344 (1'2")	344 (1'2")
Ground Clearance (LH step) – mm (ft/in)	316 (1'0")	316 (1'0")	316 (1'0")	316 (1'0")	316 (1'0")
Ground Clearance (AWD guard) – mm (ft/in)	312 (1'0")	312 (1'0")	312 (1'0")	312 (1'0")	312 (1'0")
Ground Clearance (485 kg/1,070 lb counterweight) – mm (ft/in)	289 (0'11")	289 (0'11")	289 (0'11")	289 (0'11")	289 (0'11")
5 Rear Axle Centerline to Front Grill – mm (ft/in)	2706 (8'11")	2706 (8'11")	2706 (8'11")	2706 (8'11")	2706 (8'11")
Front Wheel Tread Gauge – mm (ft/in)	1895 (6'3")	1895 (6'3")	1895 (6'3")	1895 (6'3")	1895 (6'3")
Rear Wheel Tread Gauge – mm (ft/in)	1728 (5'8")	1728 (5'8")	1728 (5'8")	1728 (5'8")	1728 (5'8")
6 Wheelbase 2WD/AWD – mm (ft/in)	2200 (7'3")	2200 (7'3")	2200 (7'3")	2200 (7'3")	2200 (7'3")

Attachment: Quote (6368 : Backhoe Loader for the Water Distribution)

420 Backhoe Loader

Dimensions

Machine configuration: standard stick hoe, OROPS canopy, AWD power shift transmission, 0.96 m³ (1.25 yd³) GP loader bucket, 610 mm (24 in) standard duty hoe bucket, 340/80-18 and rear 500/70-24 tires, 240 kg (530 lb) counterweight, 80 kg (176 lb) operator, full fuel tank.

Loader Bucket Dimensions and Performance

Single Tilt Loader with Pin-On Buckets												
	0.96 m ³ (1.25 yd ³) GP		1.0 m ³ (1.31 yd ³) GP		1.07 m ³ (1.40 yd ³) GP		1.15 m ³ (1.50 yd ³) GP		1.0 m ³ (1.31 yd ³) MP		1.07 m ³ (1.40 yd ³) MP	
Capacity (SAE rated) – m ³ (yd ³)	0.96	(1.26)	1.00	(1.31)	1.07	(1.40)	1.15	(1.50)	1.00	(1.31)	1.07	(1.40)
Overall Bucket Width – mm (in)	2262	(89)	2406	(95)	2262	(89)	2406	(95)	2279	(90)	2425	(95)
Lift Capacity at Maximum Height – kg (lb)	3280	(7,230)	3286	(7,245)	3213	(7,084)	3192	(7,038)	3059	(6,745)	3047	(6,717)
Lift Breakout Force – N (lbf)	50 179	(11,280)	50 941	(11,452)	49 644	(11,160)	49 467	(11,120)	49 114	(11,041)	49 017	(11,019)
Tilt Breakout Force – N (lbf)	49 891	(11,216)	53 037	(11,923)	50 945	(11,452)	50 834	(11,428)	56 242	(12,643)	56 166	(12,626)
Tipping Load at Breakout Point – kg (lb)	6663	(14,689)	6821	(15,038)	6562	(14,467)	6545	(14,430)	6699	(14,769)	6690	(14,748)
7 Maximum Hinge Pin Height – mm (ft/in)	3488	(11'5")	3488	(11'5")	3488	(11'5")	3488	(11'5")	3488	(11'5")	3488	(11'5")
8 Dump Angle at Full Height – degrees	44°		44°		44°		44°		44°		44°	
Dump Height at Maximum Angle – mm (ft/in)	2758	(9'1")	2790	(9'2")	2736	(9'0")	2736	(9'0")	2803	(9'2")	2803	(9'2")
9 Dump Reach at Maximum Angle – mm (ft/in)	807	(2'8")	774	(2'6")	773	(2'6")	773	(2'6")	722	(2'4")	722	(2'4")
10 Maximum Bucket Rollback at Ground Level – degrees	36°		36°		37°		37°		37°		37°	
11 Digging Depth – mm (ft/in)	70	(0'3")	70	(0'3")	110	(0'4")	110	(0'4")	97	(0'4")	97	(0'4")
Maximum Grading Angle – degrees	113°		114°		114°		114°		116°		116°	
Width of Dozer Cutting Edge – mm (ft/in)	N/A		N/A		N/A		N/A		2262	(7'5")	2406	(7'11")
12 Grill to Bucket Cutting Edge, Carry Position – mm (ft/in)	1480	(4'10")	1447	(4'9")	1518	(5'0")	1517	(5'0")	1447	(4'9")	1447	(4'9")
13 Maximum Operating Height – mm (ft/in)	4356	(14'3")	4354	(14'3")	4366	(14'4")	4397	(14'5")	4378	(14'4")	4407	(14'6")
Jaw Opening Maximum – mm (ft/in)	N/A		N/A		N/A		N/A		843	(2'9")	843	(2'9")
Bucket Jaw Clamping Force – N (lbf)	N/A		N/A		N/A		N/A		40 160	(9,028)	40 261	(9,051)
Weight (does not include teeth or forks) – kg (lb)	451	(994)	462	(1,019)	473	(1,043)	493	(1,087)	745	(1,642)	774	(1,706)

Single Tilt Loader with Quick Coupler												
	0.96 m ³ (1.25 yd ³) GP		1.0 m ³ (1.31 yd ³) GP		1.15 m ³ (1.50 yd ³) GP		1.0 m ³ (1.31 yd ³) MP		1.07 m ³ (1.40 yd ³) MP			
Capacity (SAE rated) – m ³ (yd ³)	0.96	(1.26)	1.00	(1.31)	1.15	(1.50)	1.00	(1.31)	1.07	(1.40)		
Overall Bucket Width – mm (in)	2262	(89)	2406	(95)	2406	(95)	2279	(90)	2425	(95)		
Lift Capacity at Maximum Height – kg (lb)	3361	(7410)	3364	(7416)	3328	(7336)	3245	(7153)	3207	(7069)		
Lift Breakout Force – N (lbf)	51 954	(11,679)	52 665	(11,839)	51 662	(11,614)	51 690	(11,620)	51 431	(11,562)		
Tilt Breakout Force – N (lbf)	51 516	(11,581)	54 168	(12,177)	51 227	(11,516)	55 471	(12,470)	55 300	(12,431)		
Tipping Load at Breakout Point – kg (lb)	5883	(12,971)	6007	(13,243)	5858	(12,915)	5982	(13,187)	5957	(13,132)		
7 Maximum Hinge Pin Height – mm (ft/in)	3488	(11'5")	3488	(11'5")	3488	(11'5")	3488	(11'5")	3488	(11'5")		
8 Dump Angle at Full Height – degrees	44°		44°		44°		44°		44°			
Dump Height at Maximum Angle – mm (ft/in)	2623	(8'7")	2654	(8'9")	2625	(8'7")	2690	(8'10")	2690	(8'10")		
9 Dump Reach at Maximum Angle – mm (ft/in)	887	(2'11")	855	(2'10")	886	(2'11")	832	(2'9")	832	(2'9")		
10 Maximum Bucket Rollback at Ground Level – degrees	37°		37°		37°		37°		37°			
11 Digging Depth – mm (ft/in)	111	(0'4")	111	(0'4")	110	(0'4")	101	(0'4")	101	(0'4")		
Maximum Grading Angle – degrees	109°		110°		109°		111°		111°			
Width of Dozer Cutting Edge – mm (ft/in)	N/A		N/A		N/A		2262	(7'5")	2406	(7'11")		
12 Grill to Bucket Cutting Edge, Carry Position – mm (ft/in)	1607	(5'3")	1573	(5'2")	1605	(5'3")	1535	(5'0")	1535	(5'0")		
13 Maximum Operating Height – mm (ft/in)	4439	(14'7")	4406	(14'5")	4484	(14'9")	4476	(14'8")	4531	(14'10")		
Jaw Opening Maximum – mm (ft/in)	N/A		N/A		N/A		843	(2'9")	843	(2'9")		
Bucket Jaw Clamping Force – N (lbf)	N/A		N/A		N/A		40 185	(9,034)	40 286	(9,056)		
Weight (does not include teeth or forks) – kg (lb)	447	(985)	457	(1,008)	481	(1,060)	724	(1,596)	753	(1,660)		

420 Backhoe Loader

Dimensions

Machine configuration: standard stick hoe, OROPS canopy, AWD power shift transmission, 0.96 m³ (1.25 yd³) GP loader bucket, 610 mm (24 in) standard duty hoe bucket, 340/80-18 and rear 500/70-24 tires, 240 kg (530 lb) counterweight, 80 kg (176 lb) operator, full fuel tank.

Backhoe Dimensions and Performance

	Standard Stick		E-Stick Retracted		E-Stick Extended	
14 Digging Depth, SAE (max.) – mm (ft/in)	4278	(14'0")	4319	(14'2")	5372	(17'7")
15 Digging Depth, 2440 mm (8 ft) Flat Bottom – mm (ft/in)	3900	(12'10")	3944	(12'11")	5074	(16'8")
Digging Depth, 610 mm (2 ft) Flat Bottom – mm (ft/in)	4240	(13'11")	4280	(14'1")	5335	(17'6")
Reach from Rear Axle Centerline at Ground Line – mm (ft/in)	6690	(21'11")	6726	(22'1")	7731	(25'4")
16 Reach from Swing Pivot at Ground Line – mm (ft/in)	5600	(18'4")	5636	(18'6")	6641	(21'9")
Maximum Operating Height – mm (ft/in)	5598	(18'4")	5622	(18'5")	6364	(20'11")
Loading Height – mm (ft/in)	3709	(12'2")	3666	(12'0")	4237	(13'11")
17 Loading Reach – mm (ft/in)	1845	(6'1")	1932	(6'4")	2850	(9'4")
Swing Arc	180°		180°		180°	
Bucket Rotation	205°		204°		204°	
18 Stabilizer Spread, Operating Position (center) – mm (ft/in)	3310	(10'10")	3310	(10'10")	3310	(10'10")
Stabilizer Spread, Operating Position (outside) – mm (ft/in)	3770	(12'4")	3770	(12'4")	3770	(12'4")
Stabilizer Spread, Transport Position – mm (ft/in)	2322	(7'7")	2322	(7'7")	2322	(7'7")
Bucket Dig Force – N (lbf)	64 193	(14,431)	63 292	(14,229)	63 292	(14,229)
Stick Dig Force – N (lbf)	43 529	(9,786)	43 395	(9,756)	31 684	(7,123)

Dimensions with Forks/Material Handling Arm

Fork Tine Length	1070 mm (3'6")		1220 mm (4'0")		1370 mm (4'10")	
Operating Load (SAE J1197) – kg (lb)	2295	(5,060)	2221	(4,897)	2135	(4,708)
SAE Load Center – mm (in)	535	(1'9")	610	(2'0")	685	(2'3")
Operating Load (CEN 474-4) – kg (lb)	2352	(5,186)	2337	(5,151)	2320	(5,115)
CEN Load Center – mm (ft/in)	500	(1'8")	500	(1'8")	500	(1'8")
Overall Length (A) (forks on ground) – mm (ft/in)	7648	(25'1")	7798	(25'7")	7948	(26'1")
Reach at Ground (from grill to heel of fork) – mm (ft/in)	939	(3'1")	939	(3'1")	938	(3'1")
Maximum Reach (from grill to heel of fork) – mm (ft/in)	1524	(5'0")	1524	(5'0")	1524	(5'0")
Fork Height at Maximum Reach – mm (ft/in)	1619	(5'4")	1619	(5'4")	1619	(5'4")
Reach at Maximum Height (from grill to heel of fork) – mm (ft/in)	749	(2'5")	749	(2'5")	749	(2'5")
Maximum Fork Height – mm (ft/in)	3418	(11'3")	3418	(11'3")	3418	(11'3")
Maximum Fork Depth (below ground level) – mm (ft/in)	–38	(–1'11")	–38	(–1'10")	–39	(–1'10")

Material Handling Arm Position	Retracted		Mid-Position		Extended	
Operating Load (SAE J1197 and CEN 474-4) – kg (lb)*	1524	(3,360)	1030	(2,271)	758	(1,671)
Overall Length, Maximum – mm (ft/in)	8904	(29'3")	9904	(32'6")	10 902	(35'9")
Reach at Maximum Depth (from machine nose) – mm (ft/in)	544	(1'9")	550	(1'10")	557	(1'10")
Maximum Depth – mm (ft/in)	2618	(8'7")	3618	(11'10")	4616	(15'2")
Maximum Reach (from machine nose) – mm (ft/in)	3221	(10'7")	4221	(13'10")	5219	(17'1")
Height at Maximum Reach – mm (ft/in)	1118	(3'8")	1124	(3'8")	1130	(3'8")
Reach at Maximum Height (from machine nose) – mm (ft/in)	1783	(5'10")	2473	(8'1")	3161	(10'4")
Maximum Height – mm (ft/in)	4445	(14'7")	5169	(16'11")	5891	(19'4")

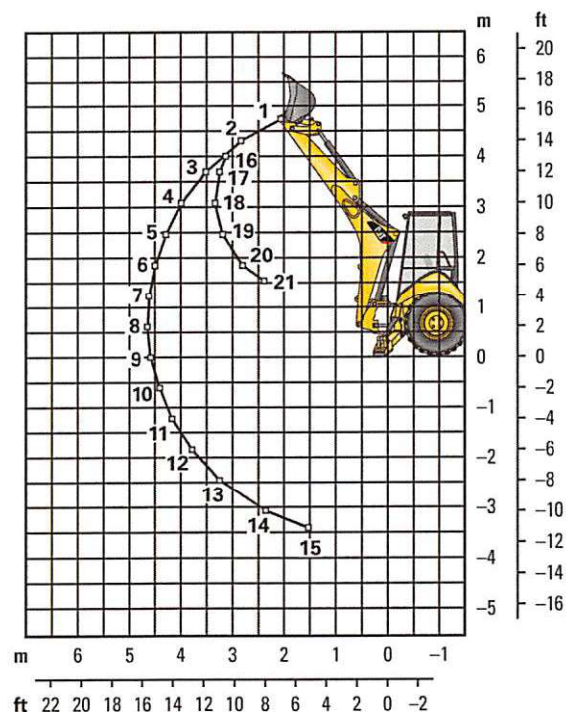
*These numbers are hydraulically limited.

420 Backhoe Loader

Backhoe Lift Capacity

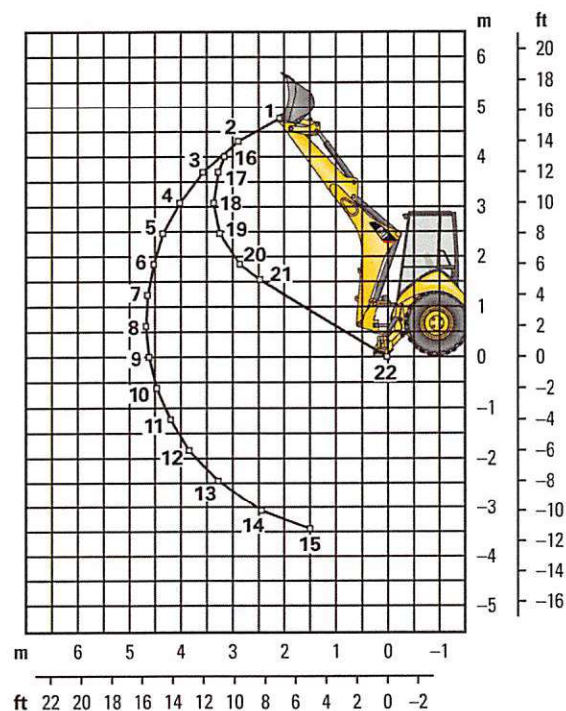
Cat 420 Standard Stick

Boom Lifting		kg	lb
1		1842	4,060
2		2009	4,429
3		2008	4,427
4		1951	4,301
5		1880	4,145
6		1808	3,986
7		1739	3,833
8		1673	3,689
9		1613	3,556
10		1558	3,435
11		1509	3,327
12		1468	3,237
13		1441	3,176
14		1455	3,208
15		1590	3,506
Stick Lifting			
16		2170	4,785
17		2642	5,823
18		2933	6,465
19		3069	6,767
20		3626	7,994
21		4441	9,790



Cat 420 Extendible Stick – Retracted

Boom Lifting		kg	lb
1		1658	3,656
2		1814	3,999
3		1806	3,982
4		1748	3,853
5		1677	3,696
6		1604	3,536
7		1534	3,382
8		1468	3,236
9		1407	3,101
10		1350	2,976
11		1299	2,864
12		1255	2,766
13		1221	2,692
14		1219	2,687
15		1333	2,938
Stick Lifting			
16		2019	4,451
17		2467	5,438
18		2729	6,016
19		2854	6,292
20		3359	7,405
21		4057	8,944
22		0	0



Lift Capacities are over-end values. Machine equipped with AWD, OROPS, 0.96 m³ (1.25 yd³) general purpose bucket, and 250 kg (550 lb) counterweight. Extendible stick includes 485 kg (1,070 lb) counterweight.

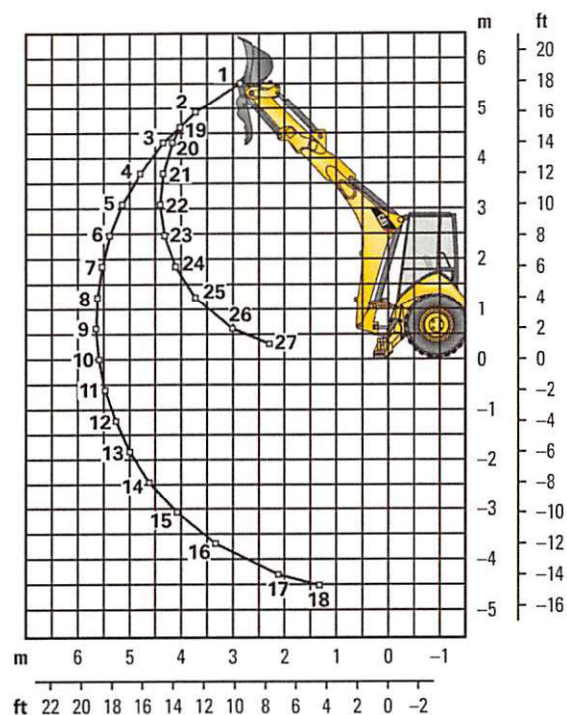
420 Backhoe Loader

Backhoe Lift Capacity

Cat 420 Extendible Stick – Extended

Boom Lifting	kg	lb
1	984	2,169
2	1191	2,625
3	1216	2,681
4	1119	2,467
5	1065	2,347
6	1039	2,290
7	1036	2,283
8	1052	2,320
9	1090	2,403
10	1105	2,436
11	1079	2,379
12	1056	2,328
13	1037	2,287
14	1026	2,261
15	1027	2,263
16	1058	2,332
17	1243	2,740
18	1694	3,734
Stick Lifting	kg	lb
19	928	2,046
20	1159	2,555
21	1485	3,273
22	1715	3,782
23	1912	4,216
24	2052	4,525
25	2343	5,165
26	3105	6,845
27	4455	9,821

Lift Capacities are over-end values. Machine equipped with AWD, OROPS, 0.96 m³ (1.25 yd³) general purpose bucket, and 250 kg (550 lb) counterweight. Extendible stick includes 485 kg (1,070 lb) counterweight.



420 Backhoe Loader

Counterweights (Minimum Counterweight Recommendations)

Standard Stick Loader Bucket	Power Train	Pin-On Bucket		Loader QC	
		kg	lb	kg	lb
GP	2WD/AWD	240	530	0	0
MP	2WD/AWD	0	0	0	0
Forks	2WD/AWD	N/A	N/A	0	0
Material Handling Arm	2WD/AWD	N/A	N/A	0	0

Extendible Stick Loader Bucket	Power Train	Pin-On Bucket		Loader QC	
		kg	lb	kg	lb
GP	2WD/AWD	460	1,015	240	530
MP	2WD/AWD	240	530	0	0
Forks	2WD/AWD	N/A	N/A	240	530
Material Handling Arm	2WD/AWD	N/A	N/A	240	530

Backhoe Buckets (With weld on adapters and pin-on teeth)

Standard Duty

Width		Rated Capacity		Weight		No. of Teeth
mm	in	L	ft³	kg	lb	
305	12	80	2.8	111	245	3
457	18	120	4.2	122	268	4
610	24	180	6.4	141	311	5
762	30	230	8.1	157	345	5
914	36	290	10.2	176	388	6

Heavy Duty

Width		Rated Capacity		Weight		No. of Teeth
mm	in	L	ft³	kg	lb	
305	12	80	2.8	121	266	3
406	16	110	3.9	128	282	3
457	18	120	4.2	135	299	4
610	24	180	6.4	160	353	5
762	30	230	8.1	177	391	5
914	36	290	10.2	201	443	6

Soil Excavation

Width		Rated Capacity		Weight		No. of Teeth
mm	in	L	ft³	kg	lb	
457	18	180	6.4	155	341	4
610	24	240	8.5	182	402	5
762	30	320	11.3	206	454	5
914	36	380	13.4	233	513	6

Rock

Width		Rated Capacity		Weight		No. of Teeth
mm	in	L	ft³	kg	lb	
305	12	70	2.5	127	279	3
457	18	130	4.6	146	322	4
610	24	200	7.1	174	384	5
762	30	270	9.5	197	434	5
914	36	330	11.7	224	493	6

Coral

Width		Rated Capacity		Weight		No. of Teeth
mm	in	L	ft³	kg	lb	
305	12	60	2.1	134	295	4
457	18	100	3.5	155	341	6
610	24	140	4.9	182	402	8
762	30	190	6.7	210	463	10

420 Backhoe Loader

STANDARD EQUIPMENT

- Adjustable auxiliary controls, backhoe loader
- Air cleaner
- Alarm, back-up
- Audible system fault alarm
- Automatic Engine Speed Control (AESC)
- Battery, maintenance-free, 850 CCA
- Battery disconnect switch
- Boom transport lock
- Brace, lift cylinder
- Brake, parking, Spring Applied Hydraulically Released (SAHR)
- Brakes, hydraulically boosted, oil disc, dual pedals, interlocking
- Bucket level indicator
- Canopy, ROPS/FOPS
- Cat cushion swing system
- Coat restraint
- Coolant/antifreeze, extended life
- Dome light (cab only)
- Diagnostic port for engine, machine and gauge cluster Electronic Control Modules
- Differential lock, loader joystick
- Drink holders, two
- Engine, Cat C3.6 (Direct Injection Turbocharged), meets Tier 4 Final/Stage V emission standards, Selective Catalytic Reduction, Diesel Oxidation Catalyst (DOC)
- Engine enclosure, sound suppression removal panels
- Face seals, O-ring
- Fan, suction and guard
- Fast reversing shuttle, all gears
- Fenders, rear
- Filters, spin-on: fuel, engine oil, transmission oil, water separator
- Filters, bowl and cartridge: hydraulic fluid
- Flashing hazards/signal lights
- Floor mat
- Four wheel drive
- Four wheel drive shaft guard
- Fuel tank, fully enclosed
- Fully hinged front grill for cooling package cleaning access
- Gauge cluster: coolant temperature, fuel level, torque converter temperature, DEF level
- Ground level fuel fill and DEF fill
- Halogen lights, working (2 front, 2 rear)
- High ambient cooling package
- Hood lock, inside cab
- Hydraulic hose, XTTM
- Hydraulic oil cooler
- Hydraulic oil level sight gauge
- Hydraulic valves, loader 2 function
- Hydraulic valves, backhoe 4 function
- Hydraulics, load sensing with variable displacement piston pump
- Indicator lights: wait to start, water in fuel, engine warning, warning lamp, emissions module malfunction, low battery/charging system warning, high hydraulic oil temperature: LCD warnings: engine oil pressure, machine locked, service due, air filter blocked, high coolant temperature, auto idle shutdown, high torque converter temperature, hydraulic filter bypass
- Instrument panel lights
- Joystick controls: pilot operated, excavator-style with pattern changer
- Key start/stop system
- LCD operator display with soft key controls: engine speed, hour meter, gear/direction, battery voltage, hydraulic oil temperature, torque converter temperature, coolant temperature, trip totals (fuel and hours), lifetime totals (fuel and hours), operator settings (units, brightness, programmable hoe auxiliary flow), service mode diagnostics, maintenance intervals, ECM/system info
- Loader, self-leveling, return-to-dig and transmission disconnect switch
- Loader, single tilt
- Mirror, interior, rearview
- One-touch low idle
- Open circuit breather
- Pattern changer, in cab
- Power receptacle, 5 volt USB, 1 internal
- Power receptacle, 12 volt, 2 internal, 1 external
- Power steering, hydrostatic
- Product LinkTM, satellite, network manager
- Product Link, cellular, network manager
- Seat belt, retractable, 51 mm (2 in)
- Socket, two roof
- Stabilizer shoes, street
- Steering knob
- Seat, air suspension, vinyl cover, with armrest
- Stabilizers, EH Control, Auto-UP
- Starting system, glow plugs
- Steering column, tilting, telescopic
- Storage compartment, lockable
- Storage tray
- Stop and tail lights
- Swing transport lock
- Tires
- Toolbox, external, lockable
- Torque converter
- Throttle, hand and foot, electronic
- Transmission, 4 speed, powershift
- Transmission neutralizer switch
- Transport tie-downs
- Vandalism locks, four
- Warning horn, electric

420 Backhoe Loader

OPTIONAL EQUIPMENT

- Auxiliary hydraulics, loader, adjustable flow
- Auxiliary hydraulics, rear, adjustable flow
- Battery, additional, 850 CCA
- Cab, deluxe
- Cold weather fuel (–30° C/–22° F)
- Cold weather package, including additional battery, engine block heater, radiator antifreeze, cold weather fuel (–30° C/–22° F) and mounting for an ether bottle
- Counterweights, 115 kg (255 lb), 240 kg (530 lb) or 460 kg (1,015 lb)
- Fenders, front with integral steps
- Guard, boom protection plate
- Guard, stabilizer, rock
- Hydraulic valves, loader with auxiliary roller thumb control (3rd valve for MP or Quick Coupler)
- Hydraulic valves, backhoe (5th and 6th function)
- Hydraulic lines, combined function auxiliary
- LED lights, working (2 front, 2 rear)
- Quick Coupler, hydraulic, dual lock
- Quick Coupler, manual, dual lock
- Quick Coupler, manual, pin lock
- Radio and CD player, Bluetooth®
- Ride Control
- Rotating beacon, magnetic mount
- Seat, air suspension, fabric with armrest
- Seat, air suspension, fabric with armrest, heated
- Seat belt, retractable, 75 mm (3 in)
- Security system, Bluetooth
- Security system, operator display
- Side mirrors, cab, external
- Single Tilt Loader Coupler, Integrated Tool Carrier (IT) Interface
- Stabilizer pads, reversible
- Stick, extendible
- Touch screen LCD Display : engine speed, hour meter, gear/direction, battery voltage, hydraulic oil temperature, torque converter temperature, coolant temperature, trip totals (fuel and hours), lifetime totals (fuel and hours), operator settings (units, brightness, programmable hoe auxiliary flow), service mode diagnostics, maintenance intervals, ECM/system info
- Transmission, AutoShift with lock-up torque converter, 6 speed
- Vandalism protection, gauge cover
- Work Tool Attachments such as buckets, forks, material handling arms, augers, hammers, brooms, cold planers and vibratory plate compactors. See your Cat dealer for more information.

420 Backhoe Loader

Attachment: Quote (6368 : Backhoe Loader for the Water Distribution)

420 Backhoe Loader

Attachment: Quote (6368 : Backhoe Loader for the Water Distribution)

For more complete information on Cat products, dealer services, and industry solutions, visit us on the web at www.cat.com

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Materials and specifications are subject to change without notice. Featured machines in photos may include additional equipment. See your Cat dealer for available options.

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AEHQ8243 (01-2020)
Build Number: 07A
(North America)



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

Intent to Award

Posting Date: May 21, 2018

Solicitation: 5400015056

Description: **GROUNDS MAINTENANCE EQUIPMENT - PHASE II**

Agency: **Statewide Term Contract**

The State intends to award contract(s) noted below. Unless otherwise suspended or canceled, this document becomes the final Statement of Award effective **08:00AM, June 1, 2018**. Unless otherwise provided in the solicitation, the final statement of award serves as acceptance of your offer.

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

OFFERS FOR ITEMS, Hustler Turf, Carolina Agri-Power and CNH Industrial America - New Holland, AT PRICES LOWER THAN THAT OF AWARD ARE NON-RESPONSIVE AS THEY DID NOT MEET THE SOLICITATION REQUIREMENTS.

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

PROTEST - CPO ADDRESS - MMO: Any protest must be addressed to the Chief Procurement Officer, Materials Management Office, and submitted in writing

(a) by email to protest-mmo@mmo.sc.gov , or

(b) by post or delivery to 1201 Main Street, Suite 600, Columbia, SC 29201.

Contract Number: 4400018720

Awarded To: ATMAX EQUIPMENT CO (7000156282)
3520 COUNTY ROAD 579
WIMAUMA FL 33598

Total Potential Value: \$ 3,500,000.00

Maximum Contract Period: June 01, 2018 through May 31, 2023

Item	Description	Total Evaluated Estimated Discount
4	LOT 4 - GROUNDS MAINTENANCE EQUIPMENT - PHASE II	\$ 1,050,000.00

Contract Number: 4400018718

Awarded To: BLANCHARD MACHINERY COMPANY (7000052564)
P.O. Box 7517
COLUMBIA SC 29202
(CATERPILLAR)

Total Potential Value: \$ 3,500,000.00

Maximum Contract Period: June 01, 2018 through May 31, 2023

Item	Description	Total Evaluated Estimated Discount
4	LOT 4 - GROUNDS MAINTENANCE EQUIPMENT - PHASE II	\$ 1,925,000.00

Contract Number: 4400018732

Awarded To: BLANCHARD MACHINERY COMPANY (7000052564)
P.O. Box 7517
COLUMBIA SC 29202
(TOWMASTER)

Total Potential Value: \$ 1,700,000.00

Maximum Contract Period: June 01, 2018 through May 31, 2023

Item	Description	Total Evaluated Estimated Discount
5	LOT 5 - GROUNDS MAINTENANCE EQUIPMENT - PHASE II	\$ 510,000.00

Contract Number: 4400018713

Awarded To: CLUB CAR LLC (7000035444)
P.O. Box 204658
AUGUSTA GA 30917

Total Potential Value: \$ 1,500,000.00

Maximum Contract Period: June 01, 2018 through May 31, 2023

Item	Description	Total Evaluated Estimated Discount
1	LOT 1 - GROUNDS MAINTENANCE EQUIPMENT - PHASE II	\$ 765,000.00

APPROVED AS TO FORM



Legal Department City of Columbia, SC



Contract 4400018718

[Back to Initial Screen](#)

Validity Start 06/01/2018

Target Value \$ 5,425,000.00

Bid Invitation [5400015056](#)

Contract Notes

Validity End 05/31/2023

FEIN 59-0681683

Vendor 7000052564

Vendor Address BLANCHARD MACHINERY COMPANY

P.O. Box 7517

COLUMBIA SC 29202

District

Telephone (803) 791-7100

Minority Status Not Applicable

Home Page <http://www.blanchardmachinery.com/>

E-mail bsmith@blanchardmachinery.com

Fax Number

Other URL

Vendor Contacts

4 Contacts found, displaying all Contacts.

Contact Name	Function	Phone	E-mail
JOHNSON, DALYS	CONTROLLER	(803) 791-7100 ext 4189	dyjohnson@blanchardmachinery.com
SMITH, BRIAN	Primary Contact	(803) 518-0113	bsmith@blanchardmachinery.com
SMITH, BRIAN	Emergency Contact	(803) 518-0113	bsmith@blanchardmachinery.com
SPISAK, AMY	TAX/AUDIT MANAGER	(803) 791-7100 ext 4117	amyspisak@blanchardmachinery.com

Attachments

One Attachment found.

Attachment Title	Date/Time Posted
Intent to Award.pdf	05/22/2018 08:37:26 AM

Contract Items

One Item found.

Item Pricing

00003 LOT 4 - CATERPILLAR

Material Group: 02000 - agricultural equipment, implements, and accessories (see class 022 for parts)

Agency: Statewide

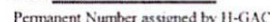
[Back to Initial Screen](#)



10/8/20

HGACBuy		CONTRACT PRICING WORKSHEET		Contract No.:	SW04-20	Date Prepared:	11/4/2020
		For MOTOR VEHICLES Only					
This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents MUST be faxed to H-GAC @ 713-993-4548. Therefore please type or print legibly.							
Buying Agency:	City of Columbia, SC			Contractor:	TYMCO, Inc. (ISSUE P.O. TO TYMCO, Inc.- email below)		
Contact Person:	Kimberly Brown, Buyer			Prepared By:	Kaye Morgan		
Phone:	803.545.3473			Phone:	254-799-5546		
Fax:				Fax:	254-799-2722		
Email:	Kimberly.Brown@columbiasc.gov			Email:	kaye.morgan@tymco.com		
Product Code:	B53	Description:	TYMCO Model 600 Regenerative Air Sweeper				
A. Product Item Base Unit Price Per Contractor's H-GAC Contract:							\$ 138,000.00
B. Published Options - Itemize below - Attach additional sheet(s) if necessary - Include Option Code in description if							
Description		Cost	Description		Cost		
AWTI Camera/Monitor System - Rear 600008-A		\$ 1,530.00	Sweeper Deluge 600013		\$ 1,050.00		
Abrasion Protection Package 600036		\$ 1,275.00	Gutter Broom Tilt Adjuster - Left/Right 600022		\$ 1,700.00		
High Output Water 600045		\$ 850.00	Pick-Up Head Curtain Lifter 600087		\$ 1,605.00		
Stainless Hopper/High Capacity Dust Sep 600091		\$ 17,775.00	Variable Speed Gutter Brooms 600070		\$ 775.00		
A.O.D. Washdown System 600004		\$ 2,050.00	Auxiliary Hydraulic System 600053		\$ 1,130.00		
2020 Freightliner M2-106 Chassis 600706		\$ 85,000.00	COMDEX Package 600021		\$ 4,900.00		
Traffic Directing Light - LED 600823		\$ 1,200.00	Hopper Suction Throat Liner w/Wear Flange 600011		\$ 1,525.00		
			Auto Sweep Interrupt w/Overspeed Interrupt 600079		\$ 1,025.00		
			Subtotal From Additional Sheet(s):				
					Subtotal B: \$ 123,390.00		
C. Unpublished Options - Itemize below / attach additional sheet(s) if necessary.							
Description		Cost	Description		Cost		
Air Purge		\$ 410.00	Additional Nozzle w/Separate Switch - Press Transition		\$ 400.00		
(2) 12" Parabolic Mirrors		\$ 100.00	Skid Bumper Extension Set (2)		\$ 250.00		
Dump Switch in Cab		\$ 200.00	Air Horn		\$ 500.00		
Hazard Reflectors		\$ 100.00	Fire Extinguisher		\$ 100.00		
Tow Hooks		\$ 250.00	LED Lights - Stop/Turn/Tail/Clearance		\$ 500.00		
2021 Freightliner M2-106 Chassis UPGRADE		\$ 1,000.00					
			Subtotal From Additional Sheet(s):				
					Subtotal C: \$ 3,810.00		
Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B).				For this transaction the percentage is:		1%	
D. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C)							\$ 265,200.00
Quantity Ordered:	1	X Subtotal of A + B + C:	\$ 265,200.00	=	Subtotal D: \$ 265,200.00		
F. Trade-Ins / Other Allowances / Special Discounts / Freight / Installation							
Description		Cost	Description		Cost		
Freight/PDI/Inservice		\$ 3,750.00	Preventative Maintenance Package - 5 years (Amick)		\$ 39,936.00		
					Subtotal F: \$ 43,686.00		
Delivery Date:		90-120 Days		G. Total Purchase Price (D+E+F):		\$ 308,886.00	

Attachment: R208036 - Quote (6370 : Street Sweeper)



Packet Pg. 64

ARTICLE 6: PAYMENTS

H-GAC will confirm each order and issue notice to contractor to proceed. Upon delivery of goods or services purchased, and presentation of a properly documented invoice, the End User shall promptly, and in any case within thirty (30) days, pay H-GAC's contractor the full amount of the invoice. All payments for goods or services will be made from current revenues available to the paying party. In no event shall H-GAC have any financial liability to the End User for any goods or services End User procures from an H-GAC contractor.

ARTICLE 7: CHANGES AND AMENDMENTS

This Contract may be amended only by a written amendment executed by both parties, except that any alterations, additions, or deletions to the terms of this Contract which are required by changes in Federal and State law or regulations are automatically incorporated into this Contract without written amendment hereto and shall become effective on the date designated by such law or regulation.

H-GAC reserves the right to make changes in the scope of products and services offered through the H-GAC Cooperative Purchasing Program to be performed hereunder.

ARTICLE 8: TERMINATION PROCEDURES

H-GAC or the End User may cancel this Contract at any time upon thirty (30) days written notice by certified mail to the other party to this Contract. The obligations of the End User, including its obligation to pay H-GAC's contractor for all costs incurred under this Contract prior to such notice shall survive such cancellation, as well as any other obligation incurred under this Contract, until performed or discharged by the End User.

ARTICLE 9: SEVERABILITY

All parties agree that should any provision of this Contract be determined to be invalid or unenforceable, such determination shall not affect any other term of this Contract, which shall continue in full force and effect.

ARTICLE 10: FORCE MAJEURE

To the extent that either party to this Contract shall be wholly or partially prevented from the performance within the term specified of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed; provided, however, force majeure shall not excuse an obligation solely to pay funds. Determination of force majeure shall rest solely with H-GAC.

ARTICLE 11: VENUE

Disputes between procuring party and Vendor are to be resolved in accord with the law and venue rules of the State of purchase.

THIS INSTRUMENT HAS BEEN EXECUTED BY THE PARTIES HERETO AS FOLLOWS:

* City of Columbia
Name of End User (local government, agency, or non-profit corporation)

* 1800 Main Street
Mailing Address
* Columbia SC 29201
City State ZIP Code

* By: Cheresa Wilson
Signature of chief elected or appointed official

* Teresa Wilson, City Manager
Typed Name & Title of Signatory Date 5/31/2018

Houston-Galveston Area Council
3555 Timmons Lane, Suite 120 Houston, TX 77027

By: [Signature]
82EC270D5D61423
Executive Director

6/22/2018

Date: _____

*Denotes required fields

APPROVED AS TO FORM

[Signature]
Legal Department City of Columbia, SC

rev. 12/15

Attachment: Fully signed HGAC cooperative agreement (6370 : Street Sweeper)

SUPPLEMENTAL AGREEMENT NO. 2
TO THE
MEMORANDUM OF AGREEMENT
For In-Contract Utility Relocation
City of Columbia Relocation
Carolina Crossroads I-20/I-26/I-126 in Lexington and Richland Counties
SCDOT Project ID P027762

This Supplemental Agreement is made this ____ day of _____, 20____ by and between the South Carolina Department of Transportation (hereinafter referred to as “**SCDOT**”) and the City of Columbia (hereinafter referred to as “**UTILITY**”) (collectively “the **Parties**”) to outline the scope of Utility Work and associated financials for Phase 2 of **SCDOT**’s Carolina Crossroads I-20/I-26/I-126 Project.

All terms in this Supplemental Agreement shall have the same meaning and definitions as presented in the Master Agreement (MOA 43-20) between the Parties.

Section I – Definitions

1. The term “Design-Build” (DB) shall refer to the Project procurement and delivery method. This type of project delivery includes design and construction under one contract.
2. The term “**SCDOT**’s contractor” shall refer to the contractor that enters into a Design-Build agreement to provide for design, right-of-way acquisition services, and construction of the Project.

Section II – Terms of Supplemental Agreement

1. Utility Work design plans will be submitted by **SCDOT** to the **UTILITY**, and the **UTILITY** will review the plans in accordance with this section. **SCDOT**’s Contractor shall resolve **UTILITY**’S comments and obtain **UTILITY** approval prior to submittal of Released for Construction (RFC) plans.
2. **SCDOT** agrees that it will submit to **UTILITY** for review the 30-percent, 60-percent, and 100-percent Utility Work design plans prepared by the contractor. **UTILITY** agrees that it will have the responsibility to review the 30-percent, 60-percent, 100-percent Utility Work design plans prepared by **SCDOT**’s contractor. Upon submittal of each milestone package, **UTILITY** shall have an initial review period of 13 business days for each submittal (30, 60, and 100-percent). **UTILITY**’s review comments will be sent to **SCDOT** to review and forward

to **SCDOT's** contractor. **SCDOT's** contractor shall respond to **SCDOT** within five business days. **SCDOT** will forward contractor comment responses to the **UTILITY**. The **UTILITY** shall provide additional comments, if warranted, or issue written approval of plans for construction within four business days to **SCDOT**. If any open comments remain after the initial 13-business day review and subsequent five-day review and comment period, there will be no time constraint for **SCDOT's** contractor to respond. Failure of **UTILITY** to meet these deadlines shall be deemed acceptance of **SCDOT's** contractor's design. Time is of the essence.

3. **SCDOT** shall be responsible for the cost of utility relocations where prior rights exist in accordance with SCDOT's "A Policy for Accommodating Utilities on Highway Rights of Way" and 23 CFR 645A. Additionally, pursuant to Act 36 of 2019, **SCDOT** shall bear all of the relocation costs, including design costs, up to four and one-half percent of the Original Construction Bid Amount of the Project minus the costs of the small public water and sewer utilities' relocation costs. Since more than one large public water utility or large public sewer utility will be required to relocate due to the Project, the total cost share of up to four and one-half percent will be divided pro rata among the large public water or large public sewer utilities required to relocate.
4. **UTILITY** is responsible for the cost of any betterments.
5. The Original Construction Bid Amount of all phases of the Carolina Crossroads Project is estimated to be \$1,309,113,082. Four and one-half percent of this amount is \$58,910,089. This amount will be revised to reflect the actual construction bid amounts once they have been awarded. **SCDOT** must pay all small public water and sewer relocation costs, without limitation, associated with the Project. There is 1 small Utility with a total estimated relocation cost of \$3,250,000. This cost will be subtracted from the four and one-half percent of the Original Construction Bid Amount to calculate the maximum amount **SCDOT** will contribute to non-prior rights Utility Work for large public water and sewer utilities. This amount shall be divided pro rata among 2 large public water or sewer utilities. The pro ration shall be based on the estimates provided by all eligible large public water or sewer utilities with Utility Work associated with the Project.
6. The **Parties** acknowledge that due to the nature of the Project, with varied Project delivery methods and an extended timeline, the Original Construction Bid Amount for the Project is an estimate, and may require adjustment up or down as the Project progresses. **SCDOT** will endeavor to keep **UTILITY** informed as to the Project status, to include updated estimates for **SCDOT's** maximum contribution amount.
7. **UTILITY** acknowledges that **SCDOT's** maximum contribution amount for the Project may not be sufficient to cover the cost of all necessary Utility Work, and that adjustments may be necessary in later Project phases.
8. Refer to Table 1, attached hereto and incorporated herein, for scope of Utility Work. **UTILITY** estimates the total cost of their Utility Work for Phase 2 to be \$6,675,325.00, with such costs to be allocated as follows:
 - a. **SCDOT's** share is estimated at \$6,675,325.00. This consists of:
 - i. **Prior Rights** estimated at \$408,325.00

- ii. Pro-rated share (100%) of total **Non-Prior Rights** estimated at \$6,267,000.00
 - b. **UTILITY's** share is estimated at \$0.00
 - c. Should additional utility impacts not outlined in Table 1 and not reasonably determined in the final design be encountered, this table will be revised to include the necessary scope of work to address the conflict.
- 9. The **Parties** shall meet and amend this Supplemental Agreement as needed to incorporate any scope changes that result from the actual plans.
- 10. Failure by **UTILITY** to meet the contract requirements and construction schedule shall result in **UTILITY** having to bear all relocation costs.
- 11. **SCDOT's** share identified in 8.a. above shall be the maximum amount payable by **SCDOT** for the Utility Work. Any amount over this shall be the responsibility of **UTILITY**.
- 12. If the Utility Work contains any betterments, work that is not an eligible cost under Act 36, or if the cost exceeds **SCDOT's** maximum contribution, **SCDOT** will invoice **UTILITY** for that amount in two equal installments. The first installment will be invoiced upon contract award and the second will be six months thereafter. **UTILITY** shall remit the invoiced amount to **SCDOT** within 90 days of receipt of the invoice.
- 13. **SCDOT** shall provide **UTILITY** the contractor's pay requests relating to the Utility Work prior to payment and any change orders which affect the cost of the Utility Work.

Section III – UTILITY's Responsibilities

1. **UTILITY** may provide **SCDOT** a conceptual layout of the Utility Work. In such event, **UTILITY** agrees to make available to **SCDOT's** contractor any CAD (Microstation v8 or latest AutoCAD) files used to prepare the preliminary plans within 60 days of this Agreement. These plans are not final construction plans or sealed engineering plans and will be provided to **SCDOT's** contractor for information only. The plans will not become part of **SCDOT's** contract for construction.
2. Within 90 days of execution of this Agreement, but no later than August 1, 2020, **UTILITY** shall provide all state, local and federal codes and standards and any other criteria, including any known betterments, for the design and construction of the Utility Work which will be incorporated into the **SCDOT** Contract.
3. Any changes requested by **UTILITY** to the plans previously approved by **UTILITY** that are Released for Construction (RFC Plans), which differ from the Scope of Utility Work or criteria provided, shall be mutually agreed to by all Parties including **SCDOT's** contractor. The **UTILITY** will be responsible for any changes in cost due to **UTILITY's** request including the cost of time delay to Project.

All other terms and conditions of the Master Agreement not changed, modified, or supplemented by this Supplemental Agreement shall remain in full force and effect as originally written.

[Signature blocks on next page]

MOA- 43-20
Supplemental 2

In-Contract Utility Relocation of
City of Columbia Water and Sewer Facilities
SCDOT Project ID P027762

IN WITNESS WHEREOF, the Parties have caused this Agreement to be signed and sealed by their authorized representatives.

SIGNED, SEALED, AND DELIVERED

IN THE PRESENCE OF:

CITY OF COLUMBIA

BY: _____

Title: _____

WITNESS

SOUTH CAROLINA DEPARTMENT OF TRANSPORTATION

BY: _____

Deputy Secretary for Finance and Administration
or Designee

WITNESS

APPROVED AS TO FORM


Legal Department City of Columbia, SC

11/16/20

RECOMMENDED BY:


Deputy Secretary of Engineering or Designee

REVIEWED BY:


State Utilities Engineer

Table 1 Scope of Utility Work

Preliminary

CONFLICT	PARTY RESPONSIBLE FOR UTILITY WORK	SCDOT SHARE, \$		UTILITY SHARE, \$	
		RELOCATION (Prior Rights)	RELOCATION (Utility Bill)	RELOCATION (Other)	BETTERMENTS
Conflict Number 2000 / 2004 – Morninghill Drive / I-20 24-inch water main, Facility #26, impacting 2,074-feet of existing water main					
ALONG ROUTES: Morninghill Drive, Browning Road, and I-20 SCOPE: Relocate 2,100-feet of 24-inch main from Morninghill Drive along relocated Gale Drive to new I-20 crossing, then westward toward Browning Road, Tr. 187 and 188	SCDOT (In-Contract)	\$ 140,267.00	\$ 1,799,162.00	\$ -	\$ -
	UTILITY (Design Reviews and CEI)	\$ 19,637.00	\$ 251,883.00		
	Subtotal	\$ 159,905.00	\$ 2,051,045.00	\$ -	\$ -
	Chippewa Drive 6-inch water main tie-in, Facility #27, impacting 50-feet of existing water main				
ALONG ROUTES: Chippewa Drive at I-20 SCOPE: Relocate 50-feet of 6-inch water main to 24-in transmission main	SCDOT (In-Contract)	\$ 11,954.00	\$ -	\$ -	\$ -
	UTILITY (Design Reviews and CEI)	\$ 1,946.00	\$ -		
	Subtotal	\$ 13,900.00	\$ -	\$ -	\$ -
	Gale Drive at Morninghill Drive water main, Facility #28, impacting 447-feet of existing transmission main				
ALONG ROUTES: Gale Drive at Morninghill Drive SCOPE: Relocate 60-feet of transmission main to tie to 24-in water transmission main	SCDOT (In-Contract)	\$ -	\$ 14,435.00	\$ -	\$ -
	UTILITY (Design Reviews and CEI)	\$ -	\$ 2,335.00		

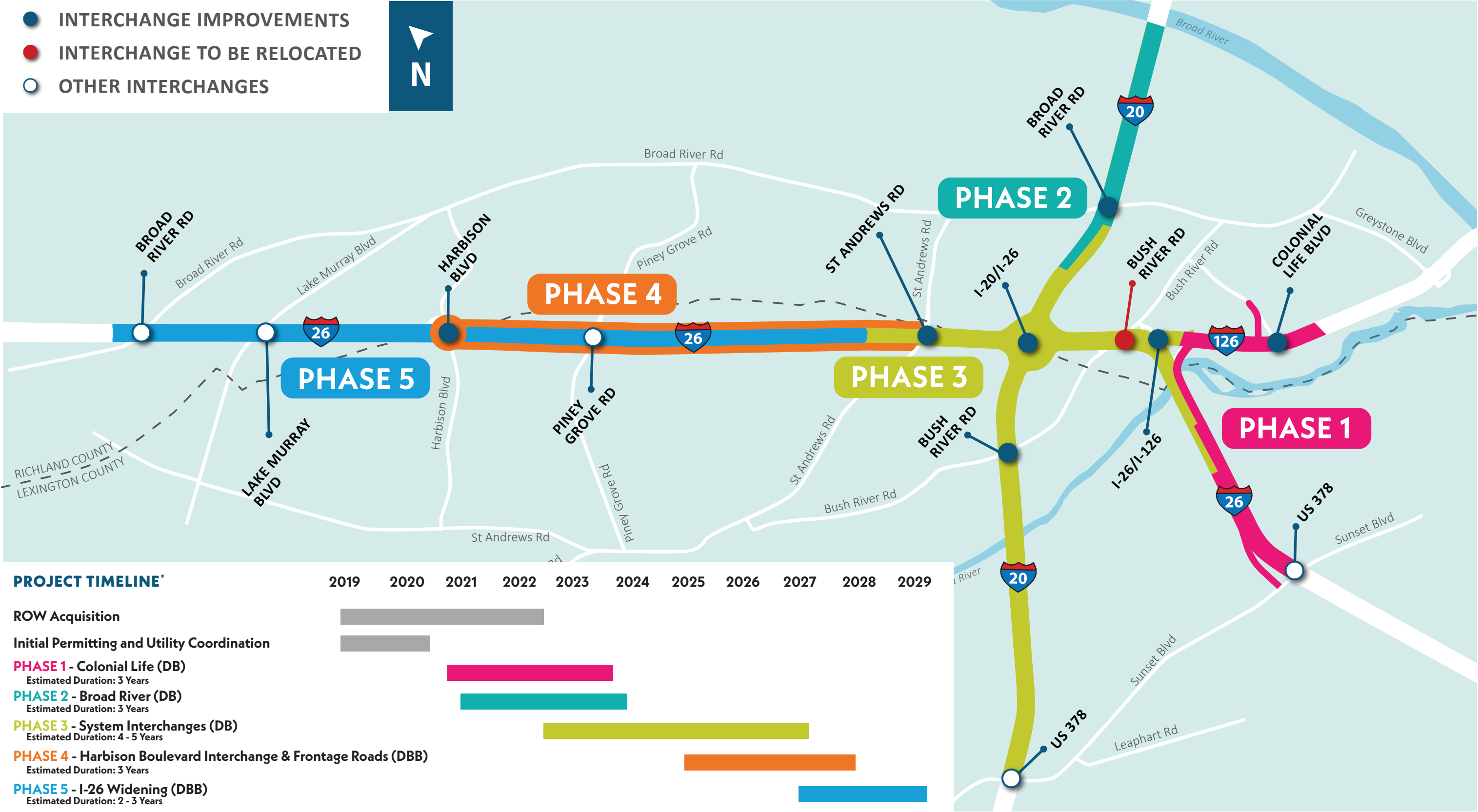
	Subtotal	\$ -	\$ 16,680.00	\$ -	\$ -
Gale Drive at Fairhaven Drive water main tie-in, Facility #29, impacting 447-feet of existing main					
ALONG ROUTES: West Colonial Life Road to Colonial Life Blvd	SCDOT (In-Contract)	\$ -	\$ 8,368.00	\$ -	\$ -
SCOPE: Relocate 35-feet of transmission water main to tie to 24-in water transmission main	UTILITY (Design Reviews and CEI)	\$ -	\$ 1,362.00		
Subtotal		\$ -	\$ 9,730.00	\$ -	\$ -
Luster Lane 6-inch water main, Facility #30, impacting 165-feet of existing main					
ALONG ROUTES: Luster Lane at Gale Drive	SCDOT (In-Contract)	\$ -	\$ 8,368.00	\$ -	\$ -
SCOPE: Relocation of 6-inch transmission main to tie to new 24-inch water transmission main	UTILITY (Design Reviews and CEI)	\$ -	\$ 1,362.00		
Subtotal		\$ -	\$ 9,730.00	\$ -	\$ -
Conflict 2005 – I-20 North 12-in Water Main, west of Broad River Road, Facility #31, impacting 2,235-feet of existing water main					
ALONG ROUTES: I-20 North west from Broad River Road	SCDOT (In-Contract)	\$ -	\$ 899,078.00	\$ -	\$ -
SCOPE: Relocate 2,880-feet from 24-inch water main on north side of I-20 crossing going east toward Broad River Road	UTILITY (Design Reviews and CEI)	\$ -	\$ 146,362.00		
Subtotal		\$ -	\$ 1,045,440.00	\$ -	\$ -
Conflict 2005 – I-20 North 12-in Water Main, east of Broad River Road, Facility #32, impacting 2,160-feet of existing water main					
ALONG ROUTES: I-20 North east from Broad River Road	SCDOT (In-Contract)	\$ -	\$ 558,802.00	\$ -	\$ -
SCOPE: Relocate 1,790-feet from Broad River Road east toward I-20 west-bound exit ramp begins	UTILITY (Design Reviews and CEI)	\$ -	\$ 90,968.00		
Subtotal		\$ -	\$ 649,770.00	\$ -	\$ -
Conflict 2074 / 2075 – Broad River Road crossing I-20, Conflict #33, consolidating 8-in and 6-in water main into single 12-in water main					

ALONG ROUTES: Broad River Road at I-20	SCDOT (In-Contract)	\$	-	\$	1,509,296.00	\$	
SCOPE: Consolidate 8-in and 6-in water mains into single 12-in main, placing 2,865-feet of 12-in water main	UTILITY (Design Reviews and CEI)	\$	-	\$	245,699.00		
	Subtotal	\$	-	\$	1,754,995.00	\$	-
Ramada Limited 8-inch water main, Facility #34, impacting 23-feet of existing main							
ALONG ROUTES: Garner Lane	SCDOT (In-Contract)	\$	-	\$	4,919.00	\$	-
SCOPE: Reconnect new consolidated 12-in main replacing 8-in and 6-in mains, 20-feet	UTILITY (Design Reviews and CEI)	\$	-	\$	801.00		
	Subtotal	\$	-	\$	5,608.00	\$	-
Garner Lane 2-in water main, Facility #35, impacting 607-feet of existing water main - ABANDON							
ALONG ROUTES: Garner Lane	SCDOT (In-Contract)	\$	-	\$	18,920.00	\$	-
SCOPE: Abandon existing 2-in main	UTILITY (Design Reviews and CEI)	\$	-	\$	3,080.00		
	Subtotal	\$	-	\$	22,000.00	\$	-
Garner Lane 6-in water main, Facility #36							
ALONG ROUTES: Garner Lane	SCDOT (In-Contract)	\$	-	\$	-	\$	-
SCOPE: No impact anticipated	UTILITY (Design Reviews and CEI)	\$	-	\$	-		
	Subtotal	\$	-	\$	-	\$	-
Longcreek Drive 8-in water main, Facility #37, appurtenances							
ALONG ROUTES: Longcreek Drive	SCDOT (In-Contract)	\$	-	\$	18,920.00	\$	-
SCOPE: Relocation of fire hydrants and valve boxes will be necessary.	UTILITY (Design Reviews and CEI)	\$	-	\$	3,080.00		
	Subtotal	\$	-	\$	22,000.00	\$	-

Royal Inn 8-in water main, Facility #38, impacting 700-feet of existing 8-in water main						
ALONG ROUTES: Longcreek Drive to Garner Lane	SCDOT (In-Contract)	\$ 201,687.00	\$ -	\$ -	\$ -	\$ -
	UTILITY (Design Reviews and CEI)	\$ 32,833.00	\$ -			
Garner Lane 8-in Gravity Sewer, Facility #39						
ALONG ROUTES: Garner Lane	SCDOT (In-Contract)	\$ -	\$ -	\$ -	\$ -	\$ -
	UTILITY (Design Reviews and CEI)	\$ -	\$ -			
Longcreek Drive 8-in Gravity Sewer, Facility #40						
ALONG ROUTES: Longcreek Drive	SCDOT (In-Contract)	\$ -	\$ -	\$ -	\$ -	\$ -
	UTILITY (Design Reviews and CEI)	\$ -	\$ -			
I-20 crossing, Facility #41, consolidate 10-in and 6-in water main at approximate Station 262+50						
ALONG ROUTES: I-20	SCDOT (In-Contract)	\$ -	\$ 584,705.00	\$ -	\$ -	\$ -
	UTILITY (Design Reviews and CEI)	\$ -	\$ 95,185.00			
Broad River Road 30-in Sewer Trunk Line, Facility #42						
ALONG ROUTES: Broad River Road	SCDOT (In-Contract)	\$ -	\$ -	\$ -	\$ -	\$ -
	UTILITY (Design Reviews and CEI)	\$ -	\$ -			
TOTAL						
TOTAL		\$ 408,325.00	\$ 6,267,000.00	\$ -	\$ -	\$ -

Phased Construction Map

July 23, 2020



*Timeline is approximate and is subject to change.

DB =Design Build; DBB = Design Build-Build



CITY OF COLUMBIA

Department of Engineering Division of Engineering

P.O. Box 147 | Columbia, South Carolina 29217
Phone: 803-545-3400 Fax: 803-988-8199

June 1, 2017

Re: Proposed Water Main Construction Plans for
Old Lexington Hwy. Subdivision; TMS:
001700-004-032; Power Engineering
Company Inc.; Plans Dated May 15, 2017;
CF#342-19(R-1)

Chapin Investment Group, LLC
5179 Sunset Blvd.
Lexington, SC 29072
Attn: John Stephenson

Dear Mr. Stephenson,

The referenced plans received May 17, 2017 have been examined and are approved with the following exceptions and provisions:

1. Service to property outside the City limits which is not contiguous shall not be provided until a Declaration of Covenant, in such form as approved by the City of Columbia Legal Department, has been properly executed for public recording. The Declaration of Covenant must include, as an exhibit, a current copy of the recorded deed for the property and shall run with the land. Water service to all properties outside of the corporate limits of Columbia is provided subject to approval by Columbia City Council and such rules, regulations and policies as City Council may from time to time establish or amend. Please contact Special Services at 803-545-3400 for more information regarding the Declaration of Covenant.
2. All work and materials must conform to City Specifications, latest revision at beginning of construction, and City and County Regulations.
3. The developer must provide the City Engineer forty-eight (48) hours notice prior to beginning construction. It is requested that this notice be given to Angela Jones at 545-3247. Once the developer's contractor provides a work notice and the City confirms all preconstruction requirements have been met (permits, insurance, etc.), the contractor **must** hold an on-site pre-construction

Attachment: Proposed Water Main Letter (6384 : Project WM458601 - Pay Difference Reimbursement)

conference with the City inspector **prior to** performing any work on the project. The purpose of this meeting is to allow the contractor and **inspector** to review the plans and approval letter, as well as discuss concerns either party may have. **This is a mandatory meeting, no exceptions!** The contractor shall call the inspector (Jeff Jeffers) at 545-3400 to schedule the meeting. The best time to contact the inspector is from 8:00 a.m. - 9:30 a.m.

4. The developer through his engineer must provide the project contractor a copy of this approval letter, which must be maintained on the site until construction is completed (permit to operate issued).
5. In the event any of the work related to this project is to be performed within public street or road rights-of-way or in existing City easement by other than City of Columbia forces, indemnification of the City in accordance with **Chapter 11, Article III, Section 11-71** of the City Code is required. Proof of insurance must be provided prior to beginning construction. Should additional information regarding this be required, please contact Ms. Susan Leitner at 545-3250.
6. All grading of areas where water mains are approved for construction must be completed prior to installation of the pipe. If for any reason the grades are changed, thereby reducing the required minimum cover over these lines, the developer shall bear the expense of correcting line depth to that specified by current City Regulations.
7. The developer through his engineer is responsible for conducting final inspections of systems to be deeded to the City for operation and maintenance. Inspections must be coordinated with the Department of Utilities and Engineering Inspector.
8. The proposed water plans have been submitted to the South Carolina Department of Health and Environmental Control for permitting under the Delegated Review Program.
9. Post hydrants shall be installed on all dead end 4" water mains greater than 200 feet in length (stub-outs excluded). All blow-offs must meet current City Regulations, (Part 16, Standard Detail WC #5).
10. The developer shall be responsible for installation of individual services off of the proposed main(s). The developer/builder shall be responsible for maintaining the accessibility, visibility, and functionality of all water service lines and water meter boxes until the water meter is installed by the City of Columbia. If the aforementioned requirements are violated, the developer/builder shall be held responsible for all associated cost for installation of new service connection at his own expense including but not limited to payment if the new tap fee. The City may require the developer/builder to hire an independent contractor to install a new tap, meter box and associated appurtenances solely at his own cost. The developer must obtain a prior approval from the City before

allowing the contractor to install a tap on the City's active water main. Service will be provided following completion of construction and City acceptance of the proposed water system, DHEC granting a permit to operate owner's execution of application and payment of appropriate fees.

11. Backflow prevention devices meeting South Carolina Department of Health and Environmental Control Regulations are required for all water service connections. In low hazard situations where 3/4" and 1" meters are contracted for, dual backflow valves will be installed by City Forces with the meter. **Where meters larger than 1" and/or service to high hazard projects are proposed, the developer shall be responsible through his engineer for specifying type of backflow preventor and shall be responsible for installation thereof. Type of device must be determined prior to application for service. This information shall be furnished with the application since this data must be maintained as a part of the water customer record. Installation of backflow prevention material must be completed before meters will be set.**

The backflow device must be tested by a certified backflow inspector. The results are to be submitted to the City's Cross Connection Control Program within 10 days after the installation of the water meter. Failure to comply may result in the interruption of water service. For any questions, please call 545-3923.

12. Static pressure will exceed 75 psi at elevations below pipe elevation 434 feet mean sea level. The developer shall be responsible for providing pressure-reducing devices to protect building plumbing systems.
13. The proposed water mains must be deeded to the City of Columbia prior to final acceptance of the system(s) for operation and maintenance.
14. The proposed water main must be installed in private easements which must be dedicated exclusively to the City of Columbia. It shall be granted prior to final acceptance for operation and maintenance by the City and prior to the date the final plat for the subdivision is recorded. All easements required by the City must be shown on the record drawings and the final plat. A copy of the final plat must be submitted with the record drawings.
15. All easements shall be, granted prior to final acceptance of the water mains for operation and maintenance by the City and prior to the date the final plat for the subdivision is recorded. All easements required by the City must be shown on the record drawings and the final plat. A copy of the final plat must be submitted with the record drawings. The City has experienced tremendous difficulties with destruction of existing water service fixtures. Therefore, if after payment of tap fees, the City of Columbia forces cannot locate the

meter boxes or services the developer and/or builder and/or owner will be required to pay an additional tap fee to the City of Columbia in order to facilitate a location/repair of existing service fixtures.

16. For projects being developed under bond, the bonded plat showing all utility easements to be granted to the City of Columbia must be submitted for approval. These easements must be dedicated exclusively to the City prior to final approval of the bonded plat and the selling of individual lots.
17. All water service construction shall be D.I.P. when within 15 feet of a building or structure.
18. All water mains below ground elevations 434 MSL must be ductile iron pipe.
19. All water mains 12" and above shall be ductile iron pipe.
20. Prior to construction (if applicable) an encroachment permit shall be approved by the appropriate right-of-way agency. The encroachment permit application shall be entirely completed by the owner/developer and forwarded to the City of Columbia Engineering Department for review and subsequent submittal to the appropriate right-of-way agency. All encroachment applications shall identify the City of Columbia as the sole applicant.
21. All new construction, addition or modification of sidewalks, driveways with through sidewalks and wheel chair ramps, must meet SCDOT Standards and the Americans With Disabilities Act (ADA) This includes, but is not limited to, drawings No. 720-405-00, 720-410-00, 720-415-00, 720-905-01 and 720-905-02; located in the SCDOT Standard Drawings for Road Construction manual.
22. This approval does not relieve the developer of meeting requirements set forth by the South Carolina Department of Health and Environmental Control nor does the South Carolina Department of Health and Environmental Control's approval relieve the developer of meeting requirements of the Columbia Sediment and Erosion Control and Storm Drainage Ordinance.
23. **Prior to beginning construction, the attached "Agreement to Comply" statement shall be signed and returned to the City.**
24. Initial and continued delivery of water service to this property is subject to such ordinances, policies, rules and regulations as the City of Columbia may, from time to time, adopt or amend.
25. The City of Columbia reserves the right to request additional easements as needed for access, ingress, egress, operation, maintenance and repair of the utilities to be conveyed to this City of Columbia for this project.
26. All water service piping serving $\frac{3}{4}$ " meters shall be a minimum of 1"

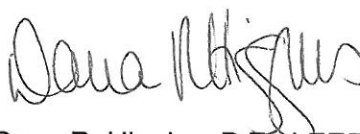
in diameter (from the main to the meter).

27. The City will pay the difference in construction cost of the proposed 12" water main and an 8" water main, including valves, hydrant(s) and appurtenances, from the proposed 12"X12" cross at Station 11+62 to the proposed 12"X12"X12" tee at Station 15+25 (near the intersection of Old Lexington Rd. and Doolittle Dr.). Furthermore, the City will pay for the proposed 12" water main from the proposed 12" valve at Station 3+42 to the proposed 12"X12" cross at Station 11+62 and the proposed 12" water main from the proposed 12" valve at Station 15+37 to the 12" plug at Station 21+39. Payment for this construction cost will be provided by CIP #WM4428.
28. The developer must receive bids (minimum 3) for the City's construction cost items separately from proposals for the entire project. The letting of these bids shall conform to the following provisions:
 - a. The project will be approved for advertisement by the City.
 - b. The project will be advertised for a minimum of two weeks in both "The State" newspaper and "South Carolina Business Opportunities (SCBO)".
 - c. Proof of advertisement will be provided to the City prior to the bid opening.
 - d. The bids will be forwarded to the City's Department of Utilities and Engineering to be opened jointly by the City and the Developer, as specified in the Advertisement for Bids, with the City Clerk and the Director of Utilities and Engineering or his representative in attendance.
29. Prior to beginning construction, the unit bid prices received for the items mentioned in special provision #27 will be evaluated by the City. The City may elect to accept the low bid prices and allow the contractor to install the pay difference items or disapprove all proposals and install the water main itself. Should the City elect to install the water main, the developer must pay the City the entire cost of construction of the proposed water main as computed from the low bid prices received.
30. Construction plan approval is valid for only three (3) years. In the event improvements have not been completed within that time, plans must be submitted for approval and shall be subject to ordinances and regulations in effect on that date.

Should you require additional information, please feel free to contact Scott Rogers at 545-3290.

June 1, 2017

Yours very truly,



Dana R. Higgins, P.E., LEED A.P.
City Engineer

SR/sr

CC: David B. Parr, Jr.
Jeff Jeffers (w/Enclosures)

Attachment: Proposed Water Main Letter (6384 : Project WM458601 - Pay Difference Reimbursement)



CITY OF COLUMBIA

Department of Utilities and Engineering Division of Engineering

P.O. Box 147 | Columbia, South Carolina 29217

Phone: 803-545-3400 Fax: 803-988-8199

June 1, 2017

Re: Proposed Water Main Construction Plans for
Old Lexington Hwy. Subdivision; TMS:
001700-004-032; Power Engineering
Company Inc.; Plans Dated May 15, 2017;
CF#342-19(R-1)

Community Section Manager
SCDHEC
Bureau of Water
2600 Bull Street
Columbia, SC 29201

Attn: D.R.P. Construction Submittal

Dear Sir or Madam:

The referenced project has been examined and is approved for construction permitting.

Following completion of construction, granting of easements and deeding of the systems, the City will accept the proposed water main(s) for ownership, operation and maintenance. The City will provide water service for a calculated design demand (fire plus coincident) of 814 gpm from Water System No. 4010001.

Should you require additional information, please contact Scott Rogers, at 545-3290.

Yours very truly,

Dana R. Higgins, P.E., LEED A.P.
City Engineer

SR/sr

Enclosures

cc: David B. Parr, Jr., PE, Power Engineering Company Inc.

Attachment: Proposed Water Main Letter (6384 : Project WM458601 - Pay Difference Reimbursement)



CITY OF COLUMBIA

Department of Utilities and Engineering Division of Engineering

P.O. Box 147 | Columbia, South Carolina 29217
Phone: 803-545-3400 Fax: 803-988-8199

June 1, 2017

Re: Proposed Water Main Construction Plans
for Old Lexington Hwy. Subdivision; TMS:
001700-004-032; Power Engineering
Company Inc.; Plans Dated May 15, 2017;
CF#342-19(R-1)

Chapin Investment Group, LLC
5179 Sunset Blvd.
Lexington, SC 29072
Attn: John Stephenson

Dear Mr. Stephenson,

The original of this signed statement must be returned to the City, prior to any construction activity for the project. Please retain a copy for your records.

I HAVE READ THIS APPROVAL LETTER AND I AGREE TO COMPLY WITH THE REQUIREMENTS, TERMS AND CONDITIONS CONTAINED THEREIN.

Print Owner/Developer Name

Signature of Owner/Developer

Date

Please return to:

Ms. Angela Jones
City of Columbia
Utilities and Engineering Department
P.O. Box 147
Columbia, SC 29217

Should you require additional information, please feel free to contact Angela Jones at 545-3247.

**CYPRESS GLEN SUBDIVISION
PORTION OF WATER SYSTEM IMPROVEMENTS
BID FORM**

DO NOT CHANGE ANY ITEM DESCRIPTION ON THESE SHEETS UNLESS YOU ARE DIRECTED TO BY
ADDENDUM.

PORTION OF WATER SYSTEM IMPROVEMENTS TO CYPRESS GLEN SUBDIVISION

8/27/19

Item No.	Description	Estimated Quantity	Unit	Unit Price	Total
1	12" DIP Waterline(Sta 3+42 - 21+39)	1,797	LF	41.50	74,575.50
2	12" Valve	3	EA	2050.00	6,150.00
3	12" Plug	1	EA	450.00	450.00
4	Fire Hydrant Assembly	1	EA	3800.00	3,800.00
5	Clearing & Grubbing for 12" Waterline	0.62	ACRE	7100.00	4,402.00
6	Grassing for 12" Waterline	0.62	ACRE	2300.00	1,426.00
				Subtotal A=	90,803.50
7					
8	8" DIP Waterline(Sta 11+62 - 15+37)	375	LF	29.50	11,062.50
9	8" Valve	1	EA	1220.00	1,220.00
10	12" X 8" Reducer	2	EA	350.00	700.00
11	Clearing & Grubbing for 8" Waterline	0.13	ACRE	7100.00	923.00
12	Grassing for 8" Waterline	0.13	ACRE	2300.00	299.00
13				Subtotal B=	14,204.50
14					
15					
16					
17					
18					
TOTAL CONTRIBUTION BY THE CITY OF COLUMBIA (SUBTOTAL A - SUBTOTAL B) =					76,599.00

CNA CONSTRUCTION, INC.
500 MYRTLE BEACH HWY.
SUMTER, SC 29153

By: [Signature]

Attachment: Bids (6384 : Project WM458601 - Pay Difference Reimbursement)

**CYPRESS GLEN SUBDIVISION
PORTION OF WATER SYSTEM IMPROVEMENTS
BID FORM**

**DO NOT CHANGE ANY ITEM DESCRIPTION ON THESE SHEETS UNLESS YOU ARE DIRECTED TO BY
ADDENDUM.**

PORTION OF WATER SYSTEM IMPROVEMENTS TO CYPRESS GLEN SUBDIVISION

Item No.	Description	Estimated Quantity	Unit	Unit Price	Total
1	12" DIP Waterline(Sta 3+42 - 21+39)	1,797	LF	47.00	84,459.00
2	12" Valve	3	EA	2400	7200.00
3	12" Plug	1	EA	600.00	600.00
4	Fire Hydrant Assembly	1	EA	3700.00	3700.00
5	Clearing & Grubbing for 12" Waterline	0.62	ACRE	8000.00	4960.00
6	Grassing for 12" Waterline	0.62	ACRE	2500.00	1550.00
				Subtotal A =	102,469.00
7					
8	8" DIP Waterline(Sta 11+62 - 15+37)	375	LF	35.00	13,125.00
9	8" Valve	1	EA	1400.00	1400.00
10	12" X 8" Reducer	2	EA	550.00	1100.00
11	Clearing & Grubbing for 8" Waterline	0.13	ACRE	8000.00	1040.00
12	Grassing for 8" Waterline	0.13	ACRE	2500.00	325.00
13				Subtotal B =	16,990.00
14					
15					
16					
17					
18					
TOTAL CONTRIBUTION BY THE CITY OF COLUMBIA (SUBTOTAL A - SUBTOTAL B) =					85,479.00

See Construction of Sumter
600 Myrtle Beach Hwy
Sumter, SC 29153

8/27/19

Nathan P. Lee III

Attachment: Bids (6384 : Project WM458601 - Pay Difference Reimbursement)

CYPRESS GLEN SUBDIVISION
PORTION OF WATER SYSTEM IMPROVEMENTS
BID FORM

DO NOT CHANGE ANY ITEM DESCRIPTION ON THESE SHEETS UNLESS YOU ARE DIRECTED TO BY
ADDENDUM.

PORTION OF WATER SYSTEM IMPROVEMENTS TO CYPRESS GLEN SUBDIVISION

Item No.	Description	Estimated Quantity	Unit	Unit Price	Total
1	12" DIP Waterline(Sta 3+42 - 21+39)	1,797	LF	44.00	\$79,068.00
2	12" Valve	3	EA	300.00	900.00
3	12" Plug	1	EA	250.00	250.00
4	Fire Hydrant Assembly	1	EA	4,000.00	4,000.00
5	Clearing & Grubbing for 12" Waterline	0.62	ACRE	9,000.00	5,580.00
6	Grassing for 12" Waterline	0.62	ACRE	2,000.00	1,240.00
				Subtotal A =	\$99,038.00
7					
8	8" DIP Waterline(Sta 11+62 - 15+37)	375	LF	35.00	\$13,125.00
9	8" Valve	1	EA	200.00	200.00
10	12" X 8" Reducer	2	EA	75.00	150.00
11	Clearing & Grubbing for 8" Waterline	0.13	ACRE	9,000.00	1,170.00
12	Grassing for 8" Waterline	0.13	ACRE	2,000.00	260.00
				Subtotal B =	\$18,005.00
13					
14					
15					
16					
17					
18					
TOTAL CONTRIBUTION BY THE CITY OF COLUMBIA (SUBTOTAL A - SUBTOTAL B) =					\$81,033.00

B & B Construction Co., Inc
PO Box 1563
Sumter, SC 29151-1563

[Signature]
8/23/19

Attachment: Bids (6384 : Project WM458601 - Pay Difference Reimbursement)



DRINKING WATER

PARTIAL APPROVAL TO PLACE INTO OPERATION 1315877

ISSUED TO: CHAIN INVESTMENT GROUP LLC
5179 SUNSET BLVD
LEXINGTON SC 29072

for the operation of a potable water system permitted under Construction Permit No. 32020-WS, dated June 13, 2017, as described below:

PROJECT NAME: CYPRESS GLEN PHASE 1 (FKA OLD LEXINGTON HWY SUBDIVISION)
COUNTY: Lexington
PROJECT DESCRIPTION: This Partial Approval to Operate is for approximately 2159 LF of 12" water main, 2372 LF of 8" water main, 4 fire hydrants, and all associated appurtenances to service Lots 1-21, 79-95 (38 lots) of Cypress Glen Phase 1.
WATER PROVIDED BY: Columbia City Of
SYSTEM NUMBER: 4010001

SPECIAL CONDITIONS: This Partial Approval to Place into Operation is issued under the condition that the remainder of the project must be completed prior to the expiration date indicated on the construction permit issued by the Department for the construction permit to remain valid.

This approval is based on the engineer's letter of certification signed by David Parr, P.E., South Carolina Registration No. 15898.

DATE ISSUED: November 17, 2020

Samuel M Jones, EIT, Regional Engineer Associate
MIDLANDS REGION BEHS COLUMBIA

cc: Bureau of Water Permitting File
Local Environmental Health Office
Columbia City Of

Attachment: SC DHEC Letter (6384 : Project WM458601 - Pay Difference Reimbursement)

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 Xylem Water Solutions USA, Inc. (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. 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 One Hundred Seven Thousand, Three Hundred Seventy-One dollars and 01/100, (\$107,371.01) 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.

By: _____

Witness

CITY OF COLUMBIA, SOUTH CAROLINA

By: _____

Title: City Manager

Date: _____

By: Dtal

Witness

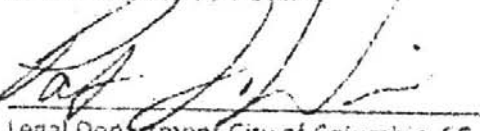
SIGN HERE

Xylem Water Solutions USA, Inc.

SIGN HERE

By: Michael WallaceTitle: Michael Wallace REGIONAL SALES MANAGERDate: NOVEMBER 17, 2020

APPROVED AS TO FORM



Legal Department City of Columbia, SC

11/11/2020

APPROVED AS TO FORM



Legal Department City of Columbia, SC

11/30/2020

Exhibit A

Requisition # R206402, R207248JUSTIFICATION FOR
SOLE SOURCE PROCUREMENT

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

This Department proposes to procure for the Metro Wastewater Treatment Plant Division,
(1)
Flygt pumps, products, parts, repair services, and maintenance
(2)

as a sole source procurement from Xylem- Water Solutions USA, Inc.
(3)

based upon the following justifications Xylem is the sole municipal Flygt pump distributor
(4)
and repair facility. If we have someone outside of Xylem work on our equipment it will void
our warranty with the company. These pumps and services are used for the various Lift
Stations operated throughout the city. Without properly operating pumps it would
result in an SSO, and depending on which station goes down, it could be a major SSO.

This sole source is valid through June 30, 2021

Amount \$ 107,371.01

Utilities

Department

Signature of Department Head

10.02.2020

Date

Sandra A. Wright

10/26/2020

KSB

Signature of Purchasing Agent

Date

SIGN HERE

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

Signature of Finance Director

Date

10/29/2020

Signature of Asst. City Manager

11/2/2020

Date

Signature of City Manager

Date

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

Distribution: Original attached to requisition (Form PUR 108201) Copy retained in Department's file. (Rev. 07/2018)

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

Attachment: Xylem Watering_Sole Source Agreement (6376 : Xylem Water Solutions USA Inc Sole Source Agreement)



635 Gold Hill Rd
Fort Mill, SC 29715
Tel: 803 909 7867
Fax: 803 909 7868

October 23, 2020

City of Columbia, SC
Attn: Michael Zeise
Sent Via Email

To Whom It May Concern:

The Fort Mill, SC office of Xylem Water Solutions USA, Inc., located at the address on this letterhead, is the only source for Flygt pumps, accessories, parts and control systems in North and South Carolina for the municipal market.

Please contact me if you have any questions.

Peter Carlson
Sales Representative
Combined Office/ Cell phone (704) 996 7320
peter.carlson@xyleminc.com

GENERAL PURCHASE ORDER TERMS AND CONDITIONS

AGREEMENT means any transaction or agreement arising out of, relating to, or contemplated by the relationship of which this purchase order forms a part. The terms and conditions of this document (including the attached purchase order) shall apply notwithstanding any additional or different terms and conditions in any invoice or other document, including without limitation, (i) a purchase order or other instrument submitted by the City of Columbia, SC, (ii) any invoice, confirmation, or other document submitted by Contractor, or (iii) any privacy policy, terms of use, or end user agreement. Any document signed or otherwise agreed to by persons other than an authorized City of Columbia representative shall be void and of no effect.

ASSIGNMENT

No contract or purchase order may be assigned, sublet, or transferred without a written consent of the City of Columbia, South Carolina.

BREACH/WAIVER

The failure of either the Contractor or the City to insist upon performance of any provisions of the contract shall not be deemed to be a waiver of the right to insist upon strict performance of such provision or of any other provision of the contract at any time. Waiver of any breach of the contract by the Contractor or the City shall not constitute a waiver of a subsequent breach.

CANCELLATION

This contract, for the protection of both parties, may be cancelled in whole or in part by either party by giving thirty (30) days prior notice in writing to the other party.

CHOICE-OF-LAW (JAN 2006): The Agreement, any dispute, claim, or controversy relating to the Agreement, and all the rights and obligations of the parties shall, in all respects, be interpreted, construed, enforced and governed by and under the laws of the State of South Carolina, except its choice of law rules. The UN Convention on the International Sale of Goods shall not apply to this agreement.

CITY

The City of Columbia, South Carolina.

CODE OF LAWS AVAILABLE (JAN 2006):

The South Carolina Code of Laws, including the Consolidated Procurement Code, is available at:

<http://www.scstatehouse.gov/code/t11c035.php>

The South Carolina Regulations are available at:

<http://www.scstatehouse.gov/coderegs/Ch%2019.pdf>

CONTRACTOR: means the business entering the contract of which this purchase order forms a part.

CONTRACTOR PERSONNEL: You shall enforce strict discipline and good order among your employees and other persons carrying out the Work. You shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

CONTRACTOR'S USE OF CITY PROPERTY: Upon termination of the contract for any reason, the City shall have the right, upon demand, to obtain access to, and possession of, all City properties, including, but not limited to, current copies of all City application programs and necessary documentation, all data, files, intermediate materials and supplies held by you. You shall not use, reproduce, distribute, display, or sell any data, material, or documentation owned exclusively by the City of Columbia, South Carolina without the City's written consent, except to the extent necessary to carry out the Work.

CONTRACTOR'S OBLIGATION - GENERAL: You shall provide and pay for all materials, tools, equipment, labor and professional and non-professional services, and shall perform all other acts and supply all other things necessary, to fully and properly perform and complete the Work. You must act as the prime contractor and assume full responsibility for any subcontractor's performance. You will be considered the sole point of contact with regard to all situations, including payment of all charges and the meeting of all other requirements.

DELIVERY / PERFORMANCE LOCATION: F.O.B. Destination. Destination is the shipping dock of the City of Columbia's designated receiving site, or other location, as specified herein. All services shall be provided at the location specified herein.

DEFAULT

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

DRUG FREE WORK PLACE CERTIFICATION: You certify that you will comply with all applicable provisions of The Drug-free Workplace Act, Title 44, Chapter 107 of the South Carolina Code of Laws, as amended.

ETHICS

The Contractor 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.

FACILITIES

The City reserves the right to inspect the bidder's facilities at any reasonable time with prior notice.

ILLEGAL IMMIGRATION: (An overview is available at www.procurement.sc.gov) By accepting this purchase order, you certify that you will comply with the applicable requirements of Title 8, Chapter 14 of the South Carolina Code of Laws and agree to provide to the State upon request any documentation required to establish either: (a) that Title 8, Chapter 14 is inapplicable to you and your subcontractors or sub-subcontractors; or (b) that you and your subcontractors or sub-subcontractors are in compliance with Title

8, Chapter 14. You agree to include in any contracts with your subcontractors language requiring your subcontractors to (a) comply with the applicable requirements of Title 8, Chapter 14, and (b) include in their contracts with the sub-subcontractors language requiring the sub-subcontractors to comply with the applicable requirements of Title 8, Chapter 14.

IRAN DIVESTMENT ACT - CERTIFICATION: (a) The Iran Divestment Act List is a list published by the Board pursuant to Section 11-57-310 that identifies persons engaged in investment activities in Iran. Currently, the list is available at procurement.sc.gov (.). Section 11-57-310 requires the government to provide a person ninety days written notice before he is included on the list. The following representation, which is required by Section 11-57-330(A), is a material inducement for the State to award a contract to you. (b) By accepting this purchase order, you certify that, as of the date you accept, you are not on the then-current version of the Iran Divestment Act List.

ETHICS CERTIFICATE (STATE)

By accepting this purchase order, you certify that you have and will comply with, and have not, and will not, induce a person to violate Title 8, Chapter 13 of the South Carolina Code of Laws, as amended (ethics act). The State may rescind any contract and recover all amounts expended as a result of any action taken in violation of this provision. If contractor participates, directly or indirectly, in the evaluation or award of public contracts, including without limitation, change orders or task orders regarding a public contract, contractor shall, if required by law to file such a statement, provide the statement required by Section 8 13-1150 to the Procurement Officer at the same time the law requires the statement to be filed.

FORCE MAJEURE

Neither the City nor the contractor shall be liable for any excess costs if failure to perform the contract arises out of causes beyond the control and without the fault or negligence of either party. Such causes may include, but not restricted to acts of God or of the public enemy, acts of government in either its sovereign or contractual capacity, fires, floods epidemics, quarantine, restrictions, strikes, freight embargos, and unusually severe weather conditions; but in every case, the failure to perform is caused beyond the control of both the City and the contractor, and without the fault or negligence of either of them.

IDEMNIFICATION (CITY OF COLUMBIA, SC)

The Contractor will agree to 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 respondent, its subcontractors, officers, agents and employees of any of the obligations under the contract. Losses, liabilities, expenses and claims for damages shall include, but will not be limited to, civil and criminal fines and penalties, loss of use or services, bodily injury, death, personal injury, or injury to real or personal property, defense costs, legal fees and costs, and attorney's fees for an appeal.

The Contractor will also agree to promptly notify the City of any civil or criminal actions filed against the respondent 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. 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.

IDEMNIFICATION-THIRD PARTY CLAIMS – GENERAL 2011 (STATE LAW)

Without limitation, and to the fullest extent permitted by law, Contractor shall defend and hold harmless Indemnites for and against any and all suits or claims of any character (and all related damages, settlement payments, attorneys' fees, costs, expenses, losses or liabilities) by a third party which are attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property arising out of or in connection with the goods or services acquired hereunder or caused in whole or in part by any act or omission of contractor, its subcontractors, their employees, workmen, servants, agents, or anyone directly or indirectly employed by them or anyone for whose acts any of them may be liable, regardless of whether or not caused in part by an Indemnitee, and whether or not such claims are made by a third party or an Indemnitee; however, if an Indemnitee's negligent act or omission is subsequently determined to be the sole proximate cause of a suit or claim, the Indemnitee shall not be entitled to indemnification hereunder. Contractor shall be given timely written notice of any suit or claim. Contractor's obligations hereunder are in no way limited by any protection afforded under workers' compensation acts, disability benefits acts, or other employee benefit acts. This clause shall not negate, abridge, or reduce any other rights or obligations of indemnity which would otherwise exist. The obligations of this paragraph shall survive termination, cancelation, or expiration of the parties' agreement. This provision shall be construed fairly and reasonably, neither strongly for nor against either party, and without regard to any clause regarding insurance. As used in this clause, "Indemnites" means the State of South Carolina, its instrumentalities, agencies, departments, boards, political subdivisions and all their respective officers, agents and employees.

INSPECTION

All goods are subject to final inspection and acceptance by the City. Material failing to meet the requirements of this Purchase Order will be held at the Contractor's risk and may be returned to the Contractor. If so returned, the cost of transportation, unpacking, inspection, repacking, reshipping and/or other like expenses, are the responsibility of the Contractor.

INSPECTION, ACCEPTANCE & TITLE

Inspection and acceptance will be at destination unless otherwise provided. Title and risk of loss or damage to all items shall be the responsibility of the contract supplier until accepted by the

ordering agency unless loss or damage results from negligence by the ordering agency. The contract supplier shall be responsible for filing, processing and collecting all damage claims. However, to assist him in the expeditious handling of damage claims, the ordering agency will:

- A. Record any evidence of visible damage on all copies of the delivering carrier's Bill of Lading.
- B. Report damage (Visible and Concealed) to the carrier and contract supplier, confirming such reports, in writing, within 15 days of delivery, requesting that the carrier inspect the damaged merchandise.
- C. Retain the item and its shipping container, including inner packing material, until inspection is performed by the carrier, and disposition given by the contract supplier.
- D. Provide the contract supplier with a copy of the carrier's Bill of Lading and damage inspection report.

INVOICING & PAYMENT

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

LIABILITY:

The supplier shall hold and save the City of Columbia, its officers, agents and employees harmless against the claims by third parties resulting from the supplier's breach of this contract or the supplier's negligence.

LICENSES AND PERMITS (STATE OF SOUTH CAROLINA): You are responsible for obtaining, and maintaining in good standing, all licenses (including professional licenses, if any), permits, inspections and related fees for each or any such licenses, permits and /or inspections required by the State of South Carolina, county, city or other government entity or unit to accomplish the Work.

LICENSES, PERMITS AND TAXES (CITY OF COLUMBIA, SC)

It shall be the responsibility of the contractor to secure all Local, State, and/or Federal License and Permits required by law, state or ordinance to perform work.

All costs for required permits, licenses and taxes shall be borne by respondent.

Where proposers are required to enter or go onto City of Columbia property to deliver materials or perform work or service as a result of a proposal award, the successful proposer will assume the full duty, obligation and expense of obtaining all necessary licenses, permits and insurance and assure all work complies with all applicable Richland County and City of Columbia building requirements and State of South Carolina Building Code. The bidder shall be liable for any damages of loss to the City occasioned by negligence of the bidder (or agent) or any person the bidder has designated in the completion of the contract as a result of his or her bid.

MATERIAL AND WORKMANSHIP

Unless otherwise specifically provided in the purchase order, all equipment, material, and articles incorporated in the Work are to be new and of the most suitable grade for the purpose intended.

MANUFACTURER'S NAME & APPROVED EQUIVALENTS

Any manufactures names, trade names, brand names, information and/or catalogue numbers listed in a specification are for information and are not intended to limit competition. The bidder may offer any brand for which he is an authorized representative, which meets or exceeds the specification for any item(s). If proposals are based on equivalent products, indicate on the proposal form the manufacturer's name and number. Bidder shall submit with his proposal cuts, sketches and descriptive literature and/or complete specifications. Reference to literature submitted with a previous proposal will not satisfy this provision. The bidder shall also explain in detail the reason(s) why the proposed equivalent will meet the specifications and not be considered an exception thereto. The City Columbia reserves the right to determine acceptance of item(s) as an approved equivalent. Proposals, which do not comply with these requirements, are subject to rejection. Proposals lacking any written indication of intent to submit with an alternate brand will be received and considered in complete compliance with the specifications as listed on the proposal form. The Department of Procurement and Contracts is to be notified of any proposed changes in (a) materials used, (b) manufacturing process, or (c) construction. However, changes shall not be binding upon the City unless evidenced by a Change Order issued and signed by the City's Purchasing Agent.

MODIFICATION:

No modification of the purchase order shall bind the City unless the City agrees to the modification in writing.

NON-DISCRIMINATION IN CONTRACTING POLICY:

In carrying out the service, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation or national origin. The Contractor 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, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor 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 nondiscrimination clause. The Contractor will incorporate these nondiscrimination requirements in all subcontracts for service work.

NO INDEMNITY OR DEFENSE: Any term or condition is void to the extent it requires the City to indemnify, defend, or pay attorney's fees to anyone for any reason.

OWNERSHIP OF DATA & MATERIALS

All data, material and documentation prepared for the City pursuant to this Agreement shall belong exclusively to the City.

PACKING AND SHIPPING

Contractor shall be responsible for industry standard packing which conform to requirements of carriers' tariffs and ICC regulations. Containers must be clearly marked as to lot number, destination address and purchase order number.

PAYMENT & INTEREST

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

PATENTS & ROYALTIES:

The Contractor, without exception, shall indemnify and hold harmless the City of Columbia and its employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process or article manufactured or used in the performance of the contract, including its use by the City of Columbia. If the bidder uses any design, device or materials covered by letters, copyright or patent, it is mutually agreed and understood without exception that the bid prices shall include all royalties or cost arising from the use of such design, device, or materials in anyway involved in the work.

PRICE ADJUSTMENTS:

Any price decrease effectuated during the contract period by reason of market change shall be passed on to the City of Columbia. This shall also apply to all in-place equipment or rent or lease plans.

PROCUREMENT OFFICER/PURCHASING AGENT/BUYER/CONTRACTING OFFICER:

For the purpose of City of Columbia, SC procurements, these titles mean the person executing this purchase order.

PUBLICITY

Contractor shall not publish any comments or quotes by the City of Columbia, SC, or include the City in either news releases or a published list of customers, without the prior written approval of the City Manager and/or his authorized designee.

SALES TAX AND/OR USE TAX

Upon submission of a bid or quote to the City, the Department of Procurement and Contracts will compute 8% sales and use tax when applicable (service and labor excluded) and include in the PO total, as applicable. The tax rate applied is in accordance to the SC Tax Commission Sales and Use Tax Regulation 447-174-95. Please also see invoicing procedures.

SERVICE & WARRANTY:

All warranties presented to the City at the time of award are applicable to this purchase order transaction.

SC ILLEGAL IMMIGRATION REFORM ACT (STATE LAW):

Chapter 14 of Title 8 of the SC Code of Laws (July 2008). By signing this offer, you certify that you will comply with the applicable requirements of Title 8, Chapter 14 of the South Carolina Code of Laws and agree to provide to the City of Columbia upon request any documentation required to established either: (a) that Title 8, Chapter 14 is inapplicable both to you and your subcontractors or sub-contractor; or (b) that you and your subcontractors or sub-contractors are in compliance with Title 8, Chapter 14. Pursuant to Section 8-14-60, "A person who knowingly makes or files any false, fictitious, or fraudulent document, statement, or report pursuant to this chapter is guilty of a felony and upon conviction, must be fined within the discretion of the court or imprisoned for not more than five years, or both." You agree to include in any contracts with your subcontractor's language requiring your subcontractors to (a) comply with the applicable requirements of Title 8, Chapter 14, and (b) include in their contracts with their sub-subcontractors language requiring the sub-subcontractors to comply with the applicable requirements of Title 8, Chapter 14.

SEVERABILITY:

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

SPECIAL CLAUSES:

This procurement was entered into under the terms and conditions outlined in the State of SC's contract number as aforementioned above. The City of Columbia's general terms and conditions shall also apply as applicable. The successful contractor, consultant and/or vendor shall be subject to following all provisions stated in both the State and City's terms and conditions, if applicable. In case of conflicting provisions, the State of SC's contract provisions shall supersede on this procurement.

SUBCONTRACTORS:

Contractors planning to subcontract a portion of this contract will need to identify and submit a list with their bid of their proposed subcontractors. The City has the right to check the subcontractors' background and make a determination on either approving or rejecting the use of a proposed subcontractor. Any negative response may result in the disqualification of the subcontractor. The use of subcontractors will not relieve prime contractor of any obligations and the awarding contractor remains liable for full and satisfactory performance per the contract term and conditions.

SUCCESSORSHIP:

The contract shall be binding upon the respondent and upon its successors and assignees. The contract shall be binding upon the City in accordance with its terms and provisions.

STATE LAW APPLICABLE:

The contract shall be construed in accordance with the laws of the State of South Carolina. The respondent agrees to subject itself to the jurisdiction and venue of the Circuit Courts in Richland Country, State of South Carolina as to all matters and disputes arising or to arise under the contract and the performance thereof. The City may seek attorney's fees and the respondent 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 respondent.

STATE:

The State of South Carolina.

TERMINATION DUE TO UNAVAILABILITY OF FUNDS (JAN 2006):

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

TERMINATION:

The City may terminate the contract at any time upon any of the following grounds: 1) Failure by the City to appropriate funds in its budget to pay the respondent for the requested service; 2) The respondent fails to perform any of the services required in the contract, and does not correct such deficiency within fifteen (15) days after having been notified of such deficiency by the City; 3) force majeure; 4) Upon expiration of the term of the agreement; 5) by mutual agreement; and 6) For the convenience of the City, at the City's discretion, for any reason whatsoever deemed to be in the best interests of the City.

In the event that the contract is wrongfully terminated under any of the other grounds enumerated herein, termination shall be treated as a termination for convenience. If the contract is terminated for convenience, or wrongfully terminated upon any of the other grounds enumerated herein, the Contractor shall be entitled to payment as follows: the actual cost of the work completed in conformity with the agreement plus ten percent (10%) for overhead and profit. There shall be deducted from such sums as provided in this subparagraph the amount of any payments made to the Contractor prior to the date of termination of the agreement. The contractor shall not be entitled to any claim against the City for any additional compensation or damages in the event of such termination and payment.

TITLE AND RISK OF LOSS:

The title and risk of loss of the goods shall not pass to the City until the City actually received the goods at the point of delivery.

WHOLE AGREEMENT:

The contract shall contain the entire agreement between the City and respondent. In order to be binding, any modification thereof shall be in writing and signed by the City and the respondent.

WORK:

WORK means all labor, materials, equipment, services, or property of any type, provided or to be provided by the Contractor to fulfill its obligations under the Contract.

YOU AND YOUR:

YOU and YOUR means Contractor.

OTHER APPLICABLE TERMS AND CONDITIONS:

The seller agrees that the following terms and conditions will be applicable thereto.

If seller refuses to accept this order exactly as written, he will return it at once with explanation.

Purchaser will not be responsible for any goods delivered without purchase order.

Seller will deliver no invoices to purchaser's employees. Properly certified invoices should be submitted to the City of Columbia Accounting Division, P.O. Box 147, Columbia, S.C. 29217 at the prices stipulated on the contract at the time the order is placed, after delivery and acceptance of goods, less deductions if any, as provided, invoices shall contain the Contract Number and Purchase Order Number. The City of Columbia will not pay invoices submitted from a third party. Invoices shall be submitted by the company shown on the Purchase Order.

In the event of seller's failure to deliver as and when specified or to perform as and when specified, purchaser reserves the right to cancel this order, or any part thereof, without prejudice to its other rights, and seller agrees that purchaser may return part or all of any shipment so made and may charge seller with any loss or expense sustained as result of such failure to deliver or to perform.

Terms: Net 30 days

Upon award to the vendor by the appropriate authority, the terms and conditions contained in the invitation to bid and any attached specifications or other documents attached thereto shall become the contract between the City of Columbia and the vendor.

Should funds not be appropriated by Columbia City Council during any of its fiscal years necessary to pay the City's monetary obligations under the contract, this contract shall immediately terminate, without further obligation by the City of Columbia.

If this invitation to bid is for professional services to be rendered by the vendor, the Addendum to the Invitation for Bids for Professional Services shall apply as if fully set forth herein verbatim.

MUTUAL WAIVER AND LIMITATION OF LIABILITY

City and Seller (inclusive of their respective officers, directors, members, partners, subcontractors, and employees) shall be not be liable to each other for loss of profit or revenue, loss of use or business opportunity, loss of contract, cost of obtaining alternative performance, or for any indirect, consequential, special, incidental and punitive damages. The aggregate liability of each party, whether under contract law, in tort, or otherwise, is limited to the Purchase Order price ("Cap"). This Cap does not apply to or limit any claim by City for: (a) costs, losses, or damages asserted by third parties for destruction of tangible property; (b) bodily injury, sickness, or death or any persons; or (c) gross negligence or willful misconduct. The rights and remedies of the parties herein are cumulative and in addition to any and all rights and remedies provided by law, equity or otherwise; provided, however, that in the event of a conflict between a parties remedy provided by law, equity, or otherwise and a party's remedy under this Order, then the remedy provided under this Order shall control.

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SS7467 Evaluation of North Columbia Pump Station Upgrades

Brown and Caldwell

RFQ011-16-17-NMJ

November 6, 2020

Description of Change: Request change in Agreement for Engineering Services between the City of Columbia (City) and Brown and Caldwell (Engineer) dated January 15, 2019 (Agreement) to compensate the engineer for additional engineering services as attached hereto, and to extend the Agreement from February 19, 2021 to October 1, 2022 to make needed interim improvements to the North Columbia pump station to keep it operational until a new pump station is constructed.

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

Proposed Change and Basis for Payment:

Original Contract Amount (PO# P175733):	\$189,900.00
Contract Amendment #1 (No Cost Time Extension from August 19, 2019 to February 18, 2020; PO# P175733):	\$0.00
Contract Amendment #2 (Cost Change Increase/Addition; PO# P182908):	\$16,000.00
Contract Amendment #3 (No Cost Time Extension from February 19, 2020 to February 18, 2021; PO# P182908):	\$0.00
Current Contract Total:	\$205,900.00
This Change Amendment #4 (Cost Change Increase/Addition; Time Extension from February 19, 2021 to October 1, 2022; Requisition# R208128):	\$381,800.00
Revised Contract Amount:	\$587,700.00

This Change is Acceptable:**Name of Firm**

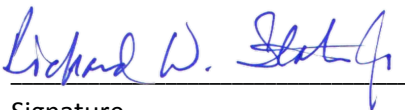
Brown and Caldwell

City of Columbia

Office of the City Manager

Richard Stahr

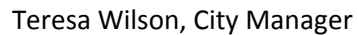
Print Name



Signature

November 24, 2020

Date



Teresa Wilson, City Manager

Signature

Date

Witness

APPROVED AS TO FORM
Legal Department City of Columbia, S



Attachment: CA#4 Brown & Caldwell SS7467 North Columbia Pump Station (NCPS) Interim Upgrades (6354 : Brown and Caldwell SS7467

COST CHANGE AMENDMENT #4

Mr. John Riggs, P.E.
Wastewater Engineer
City of Columbia
Utilities and Engineering
1136 Washington Street
Columbia, South Carolina 29217

Subject: **PROJECT NAME:** North Columbia Pump Station Upgrades
 CIP NUMBER: SS746701

Dear Mr. Riggs,

The Final Preliminary Design Report (PDR) for this project was submitted on July 31, 2019. The report included the development, analysis, and evaluation of a wide variety of alternatives for the City to achieve the capacity and reliability at its largest wastewater pumping station. Upon presenting the alternatives to the City at Workshop on June 26th, the unanimous selection and recommended solution was to build a new pump station. The new pump station will meet the long term build out capacity requirements, addresses all concerns by the operations staff, and mitigates the risk to the environment and community from a long-term sewer bypass near the Columbia Canal. Based upon the latest modeling by the City, however, the new pump station is not needed until approximately 2030. Regardless, there are a number of interim improvements needed (some identified in the PDR) to keep the current pump station operational and capable of pumping up to 34-35 mgd until then.

The following scope of services including evaluation, design, construction oversight services are needed for the interim improvements as follows:

- Bypass pumping system improvements to improve performance and provide required capacity:
 - Evaluate modifications to existing bypass pumping system configuration including lowering the existing bypass pump elevation and associated control setting changes
 - Evaluate the sizing of the existing bypass pumps to provide the required capacity and, if appropriate, identify alternative pumping equipment to replace the existing pumps
 - Evaluate variable speed operation for the bypass pumps (existing or new) to improve performance (operating alone or in parallel with the existing main pumps)

- Existing pumping system control strategy improvements to improve pumping system reliability:
 - Evaluate operational changes to the existing main pumps such as sequencing and staging of pumps (for example, modify existing pump controls to utilize 150HP pumps for low flow conditions followed by 250 HP pumps at lower speed (initially) as the water level increases in the wet well)
- Standby generator system improvements:
 - Evaluate repair versus replacement of the existing standby generator system. Options will consider the following: (1) repair costs and remaining useful life of the existing generator system, (2) a completely new system utilizing diesel or natural gas, and (3) the potential for reuse of the new generator system at the future replacement pump station.
 - Evaluate repair versus demolition of the existing generator building. Options will include a simple slab-on-grade solution for a new generator system with a prefabricated enclosure the provides sufficient space for the power packs for the bypass pumps (new or existing).
- Spare parts for existing main sewage pumps:
 - Recommend (and coordinate with City and equipment suppliers to procure) a list of spare parts for the existing pumps for the continued operation of the existing pump station for the next 8+ years.
- Existing force main and piping improvements (it is assumed that the existing force mains will not be replaced, and no major piping changes will be performed inside the existing pump station dry or wet wells)
 - Evaluate piping changes, as appropriate, to facilitate bypass pumping and maximize the capacity of the existing pumping station and force main system
 - Evaluate the need for cleaning of the existing force mains to maximize available system capacity.

CONTRACT AMENDMENT 4

PROJECT NAME: North Columbia Pump Station Upgrades
CIP NUMBER: SS746701

I. SCOPE ADDITION/DELETION

The following change in existing Task 100 is required to perform detailed design and bid phase services for the project.

Task 100 – Evaluation and Design Phase Administration

110 General Project Administration

In the current project scope, these services extended through the completion of Task 200. This Amendment extends the General Project Administration for the duration through the end of Task 700, Project Bidding and Award, the schedule of which is indicated in Exhibit C.

120 Coordination Meetings

In the current project scope, these services extended through the completion of Task 200. This Amendment adds the following:

- Design kickoff meeting
- Monthly progress meetings for the duration of the project through the end of Task 700. As outlined in the original agreement, 60-, and 90-percent design review meetings will be conducted in conjunction with a monthly progress meeting.
- A total of 12 meetings (kickoff, progress, and design review)

130 Project Management & Coordination with the CITY

In the current project scope, these services extended through the completion of Task 200. This Amendment extends the Project Management & Coordination with the CITY for the duration through the end of Task 700, Bidding and Award, the schedule of which is indicated in Exhibit C.

150 Mentor-Protégé Program

In the current project scope, these services extended through the completion of Task 200. This Amendment extends the Mentor-Protégé Program for the duration through the end of Task 700, Bidding and Award, the schedule of which is indicated in Exhibit C.

The following addition to Task 200 is required to perform intermediate improvements planning for the project. These services are not included in the current project scope.

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

280 Alternative Development and Evaluation Workshops

Consultant will evaluate interim improvements and recommend a scope of work to address near term bypass pumping capacity, standby power, and existing pump reliability concerns. The anticipated improvements will include, but not be limited to, the following:

- Modify or replace the existing bypass pumping system to achieve an interim firm- capacity goal of 34 to 35 MGD.
- Modify or replace the existing standby generator system (including fuel supply systems and building).
- Evaluate changes to the existing main sewage pump control strategy to promote more reliable pumping operation including consideration for operation in tandem with the bypass pumping system.
- Identify and assist City in procurement of recommended spare parts for the existing main sewage pumps.

Consultant will prepare a presentation and conduct a workshop with senior City staff to review evaluations and confirm recommendations which will serve as the scope for detailed design efforts under Task 500.

280 Preliminary Design Report (PDR)

- Consultant will prepare a stand-alone technical memorandum (not intended to supplement or be incorporated into the original PDR) that summarizes the interim improvement evaluations performed, documents the results of the workshop with the City, and details the scope of work for detailed design under Task 500.
- The technical memorandum will be submitted to the City for review and a final version will be submitted based upon feedback from the City. A separate review meeting is not included for this task.

The following new Task 500 is required to perform detailed design for the project. These services are not included in the current project scope.

TASK 500 – Final Design

503 Project Plans and Specifications

- Consultant will perform final design of the proposed interim improvements based upon the final technical memorandum issued under TASK 280. Final design services will be delivered based upon the design milestones breakdown presented in SUBTASKs 503.1 through 503.3.
- This task includes design of the following key components
 - Modifications to the existing bypass pumping system to achieve an interim firm- capacity goal of 34 - 35 MGD.
 - Demolition of existing generator system (including fuel supply systems and building) and installation of a new package diesel engine driven system with sound attenuation, belly-mounted fuel tank and associated electrical system modifications.
 - Modifications to existing main sewage pump control strategy (excludes changes to any physical control system hardware)
 - Coordination with existing pump manufacturer and suppliers to identify and assist procurement of necessary spare parts.
- Preliminary drawing and technical specification lists are provided in 503.1 through 503.3. The scope, schedule and fee proposal provided in this Amendment are based upon these lists. Significant deviations in the number of design documents required may require further amendments to the scope, schedule and fee for the project.

503.1 Intermediate Design (60% Design)

- Consultant will prepare an intermediate design package for review and comment by the City. Consultant will perform design activities in accordance with the City's Utilities and Engineering Regulation Manual and SCDHEC Standards for Wastewater Facility Construction.
- It is assumed that this effort will include one meeting to review preliminary concepts, respond to comments, and address other key issues following submittal of the review package. Consultant will prepare draft drawings and specifications, organized by design discipline as follows:
 - General:

- Cover Sheet and index of drawings
- General symbols, abbreviations, and notes
- Site Civil and Utilities:
 - Existing site plan
 - Site demolition plan
 - New site plan including location of new standby generator system and bypass pumping system components. Plans will clearly identify access drive/parking areas, existing property limits and security fencing, existing utilities, yard piping, and applicable buffers (e.g., set back, landscape screening). The scope of work assumes that all work will be performed within the existing City property and that there is adequate room to account for applicable zoning setback and buffers.
 - Preliminary grading, paving, drainage and erosion and sedimentation control design drawings.
 - Site and civil details
 - Construction sequence
 - Draft Division 31, 32, 33 Specifications
- Structural:
 - Structural design notes, criteria, and details
 - Structural plan and section drawings for the new generator system slab, containment (as required) and associated structural elements
 - Geotechnical evaluation to determine foundation requirements
 - Draft Division 03, 05, 07, 08, 09, and 10 Specifications
- Process Mechanical:
 - Hydraulic calculations for supplemental pump sizing
 - Hydraulic transient (surge) analysis for surge pressure determination and additional mitigation measures (if any)
 - Preliminary mechanical details
 - Wet well and bypass piping plan and section drawings
 - Equipment list with equipment numbers, name, size, type, power requirements, and specification section number
 - Draft Division 9, 40, 41, 43 and 46 Specifications
- Electrical:

- Electrical one-line diagram and schedules drawing
- Electrical site plan with layout, lighting, grounding, back-up power and notes
- Draft Division 26 Specifications
- Instrumentation and Controls:
 - Preliminary instrumentation general sheets and details
 - Process and instrumentation drawings (P&ID) for existing main sewage pumps and new bypass pumping systems
 - Preliminary equipment control strategies
 - Draft Division 40 Specifications
- Opinion of Probable Construction Cost:
 - An updated opinion of probable construction cost (Task 505) based on the interim design submittal will be provided including a basis of estimate report.

The Consultant will proceed with permitting activities (Task 600) upon receipt of City comments to the Intermediate Design.

503.2 Final Design (90% Design)

The Consultant will prepare a final design package suitable for bidding for final review and comment by the City. The submittal is intended to be a final draft and will have incorporated resolutions to the review comments of the intermediate design and permitting agency review. It is assumed that this effort will include one meeting to review design, respond to comments, and address other key issues following submittal of the review package. Work performed under this task is organized by design discipline as follows:

- General: The Consultant will prepare:
 - Draft “front end” (Division 00) specifications, including proposal form and special provisions, using City of Columbia Standard documents
 - Draft Division 01 specifications
 - General: The consultant will prepare final drafts of general drawing sheets.
 - Civil: The Consultant will prepare final drafts of the civil drawings and specifications.
 - Structural: The Consultant will prepare final drafts of the structural drawings and specifications.

- Process Mechanical: The Consultant will prepare final drafts of the process mechanical drawings and specifications.
- Electrical: The Consultant will prepare final drafts of the electrical drawings and specifications.
- Instrumentation: The Consultant will prepare final drafts of the instrumentation drawings and specifications.
- Opinion of probable construction cost: The Consultant will prepare a final opinion of probable construction cost (Task 505) based on the final design submittal. A basis of estimate report will be submitted for estimate of probable construction cost based on the final revision.

503.3 Construction-Ready Design Documents (100% Design)

Construction-Ready Design Documents will include the following:

- One (1) set of plans, if required by the City
- One (1) unbound set of specification (single sided),
- Compact Disk with scanned images of plans and specifications (in .pdf and .dwg format), and
- Final opinion of probable construction cost.

504 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 pump station and associated utilities 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 – Storm Water
- In addition to regulatory agencies, the Consultant will coordinate with the CSX Railroad and Dominion Energy to identify and address issues impacting design and construction scheduling.

505 Opinion of Probable Construction Cost

- 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.

506 Design Reviews

- Consultant will develop and implement a Quality Assurance / Quality Control plan. A copy of this plan will be submitted to the CITY at the beginning of the project.
- 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.

507 Task 500 Deliverables

- Copy of the Consultant's QA/QC Plan
- The 60% Completion Milestone Design Submittals
- The 90% Completion Milestone Design Submittals
- Opinions of Probable Construction Cost
- The 100% Design Bid Documents

The following Task 600 is required to perform detailed design for the project. These services are not included in the current project scope.

TASK 600 – Permits and Property

602 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.

- 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's subcontractor, 4D Engineering, will prepare a Stormwater Pollution Prevention Plan and NOI application for submittal and approval by the City of Columbia. Consultant will provide all required submittal copies and respond to all inquiries by the CITY.

605 Permit Application Fees:

- The Consultant will utilize this Not-to-Exceed task for direct costs associated with permit fees. No labor is included in this Task. A total of \$2,000 of permit fees are anticipated. The estimated fees for permits are as follows:
 - SCDHEC Construction Permit (Interim Improvements) - \$350
 - Stormwater Permit and Inspection Fees - \$1,500
 - Other - \$150
- This cost will cover all permit fees apart from any wetland mitigation fees. The limit as identified in the proposal is a 'not-to-exceed' value without written consent of the CITY

The following Task 700 is required perform bidding and award phase services for the project. These services are not included in the current project scope.

TASK 700 – Bidding and Award

701 Bidding Assistance

- Consultant will provide services during the bidding phase to include attending a pre-bid conference, providing technical interpretation of the bid documents, issuing addenda, assisting with responses to requests for information (RFI's), and attending the bid opening.
- It is assumed that the duration of the Bid Period will be forty-five (45) days and that the CITY will be distributing the bid packages. An additional sixty (60) days is assumed from selection of the Contractor to the issuance of the Notice to Proceed.

- 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.

702 Award Recommendation

- Consultant will review bids received and assist City in evaluating the bids and recommending award of the contract. This shall include reviewing bid forms for mathematical accuracy and conducting phone interviews with the low bidder's references. The Consultant will provide the City a letter of recommendation to award.

703 Conformed Documents

- Consultant will prepare Conformed Documents that incorporate Addenda items. The Conformed Documents will be used for construction. The Consultant will provide the City and Contractor each (3) hard copy sets and (1) digital set (in Adobe PDF format) of the Conformed Documents.

704 Task 700 Deliverables

- Pre-bid Conference Agenda
- Addenda
- Award Recommendation Letter
- Conformed Documents

The following Task 800 is required perform engineering services during the construction phase. These services are not included in the current project scope.

Task 800 – Engineering Services During Construction

Consultant will assist the City with contract administration and provide part-time observation of the construction work. It is anticipated that the construction period for the project will be 10 months (300 days) for substantial completion and 30 days for final completion for a total construction duration of 330 days.

The Consultant will provide general services during construction as described herein. In the performance of its services during the Construction Phase, the Consultant shall not supervise, direct or have control over Contractor's work nor shall the Consultant have

authority over or responsibility for the means, methods, techniques, sequences, procedures of construction or safety precautions and programs incidental to the work selected by the Contractor's, or for any failure of the Contractor's compliance with laws, rules, regulations, ordinances, codes or orders applicable to Contractor's.

810 Administration of Construction Contract

As part of general administration of the construction contract, the Consultant will consult with and advise the City and act as its representative during the construction period. The Consultant will provide minimal contract administration and general services required for the Project, including:

- As City's representative for the duration of the construction contract, all communications to and from the contractor shall go through the Consultant. On behalf of the City, the Consultant shall administer the construction contract, respond to Contractor's correspondence, and issue instructions from the City.
- Prior to pre-construction meeting, in conjunction with the contractor, prepare a list in spreadsheet format of required shop drawing submittals, a list of required testing procedures (field tests, shop tests, and performance tests), a list of required warranties, and a list of required material samples and distribute these lists to all parties. These lists shall be inclusive of all submittals required as part of the Contract Documents. Additionally, these lists shall be updated as needed throughout the construction process and shall be used to track dates and approvals of actual submittals.
- Hold a pre-construction meeting and monthly progress meetings that address critical schedule requirements, payment procedures, emergency procedures, schedule updates, coordination issues, change orders, quality assurance testing approvals, and any other issues related to completion of the project. One pre-construction meeting and 10 monthly progress meetings are budgeted.
- Document and store all project related files in SharePoint. This includes but is not limited to, logs, submittals, emails, record drawings, meeting minutes, all quality testing results, change orders, potential change orders, requests for information, monthly schedule updates, monthly progress meeting minutes, other meeting minutes, monthly work summary spreadsheets, pay applications, permits, decisions, deliverables etc. The Consultant may place a portion of the burden on the Contractor through the construction documents, but the Consultant is ultimately responsible in ensuring that all documents are loaded. Consultant is responsible for ensuring that all documents loaded are in final approved format All documents should be loaded within seven (7) days to

SharePoint. Consultant is responsible for checking the site monthly and addressing any deficiencies to ensure all content is current, follows the City's standard naming convention for documents, and that all content is loaded under the most appropriate category for each document. Consultant is responsible for breaking out documents such as invoices, monthly progress reports, schedules, etc. into separate categories and not scanning and loading multiple category documents in one file so they can easily be found by searching in categories and by document name.

820 Submittal & Review of Applications for Payment

- Based on on-site observations and review of the applications for payment with the accompanying data and schedules, the Consultant will determine the amounts payable to Contractor on a monthly basis. The Consultant will then recommend by email to the City, payments reasonably due to Contractor.
- The Consultant will review and approve (or take other appropriate action with respect to) Shop Drawings and samples, the results of tests and inspections, post rehabilitation data and media, bypass plans, dewatering plans, site management plans and all other data that the Contractor is required to submit for conformance with the Contract Documents; and receive and review (for general content as required by the Specifications) maintenance and operating schedules and instructions, guarantees, bonds and certificates of inspection which are to be assembled by the Contractor in accordance with the Contract Documents, and transmit them to the City with written comments.
- The Consultant will issue necessary interpretations and clarifications of the Contract Documents; have authority, as the City's representative, to require special inspection or testing of the work; act as initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the work thereunder, and make decisions on all claims of the City and Contractor relating to the acceptability of the work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the work.
- Work Change Directives will be issued to document required work not contained in the Contract Documents. A log of changes shall be kept on SharePoint. This scope does not include reissuing the drawings.

830 Change Orders and Time Extensions

- The Consultant will provide services in connection with up to (2) 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. An accurate listing of additional costs and

credits as a result of change orders will be maintained by the Consultant. Upon receipt of a requested change order, the Consultant will review it in detail and then discuss it with the City, and together, will determine the manner in which to proceed. Larger changes or claims asserted by Contractor and major redesigns requested by the City or Contractor may require additional analyses or evaluation beyond the scope of this Contract. A log of all change orders and time extensions pending and approved shall be maintained as a part of the monthly construction progress meeting minutes.

840 Quality Assurance Testing

- The Consultant will specify the quality assurance testing that is necessary for the project in the construction specifications relative to its designs and as defined in the City specifications. Consultant is responsible for ensuring that all tests required during the construction project are enforced, documented, logged, and all logs and documents are loaded into SharePoint.

850 Site Visits and Observations by Engineer

- The Consultant shall provide (50) site visits to observe the progress and quality of the executed work of the Contractor and to determine, in general, if such work is proceeding in accordance with the Contract Documents. During the Consultant's visits, the Consultant shall keep the City informed of the progress of the work, shall endeavor to guard the City against defects and deficiencies in such work, and may recommend to the City disapproval or rejection of work failing to conform to the Contract Documents.
- The level of construction observations required under the contract will vary based on the field activities being completed at any given time. The construction observation effort is broken down by sub-project. This scope includes site visits for (10) months (42-weeks) by the Project Engineer and/or the field representative an average of up to (4) hours per week.
- A construction observation report will be filled out for each visit and submitted to the City monthly along with the monthly progress report for the project.

Task 900 – Full Time Construction Inspection (Not Applicable)

The following Task 1000 is required perform project close out activities as the construction phase comes to completion. These services are not included in the current project scope.

Task 1000 – Project Close-out**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 compatible to the City's GIS system

1020 Punch List and Final Inspections

- The Consultant will conduct a walk-through inspection with the Contractor and the City to determine if the Project has reached substantial and/or final completion and prepare a punch list of work items remaining. The Consultant will conduct one final inspection to determine if the work is acceptable so that the Consultant may recommend, in writing, final payment to the Contractor and may give written notice to the City and the Contractor that the work is acceptable. The Consultant will observe the work of the Contractor to see that it has been completed in substantial accordance with respect to the Drawings and Specifications prepared by the Consultant.

1030 O&M Submittal

- The Consultant shall review up to 6 Operation and Maintenance (O&M) manuals, and provide a spreadsheet summarizing the required O&M task and duration for the City to input into its consolidated management system.

1040 Digital Information Submittal (See Task 1010 above)**1050 Final Notice of Acceptability**

- At the conclusion of the project, the Consultant will receive, review and transmit to the City with written comments all guarantees, bonds, and certificates that are required by the Contract Documents. All database submittals shall meet the City's formatting and naming requirements and include all fields defined by the City. Any tables created as a part of the

record drawings shall also be submitted in Excel format and loaded to SharePoint.

The following changes in existing Task 1100 are required to reflect the scope of work modifications presented in this Amendment 4.

TASK 1100 - Additional Services

1110 General Task

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

- Additional Surveying outside original scope or for Record Drawings.
- Flood Study or Flood Impact Analysis.
- Professional engineering services related to additional or extended design and bidding services. Bidding services are based on a forty-five (45) day advertisement period.
- CFD or physical modeling of the proposed improvements
- Additional permitting (e.g. Railroad, Utility Encroachment, Individual Permits, State Navigable Waters, FEMA Floodplain, Riparian Buffers) or permit fees beyond the amount listed in Task 650.
- Compensatory mitigation for wetlands impacts.
- Condition assessment of existing lines and manholes.
- Pipeline / force main design
- Geotechnical investigations beyond the foundation for the new generator
- Modifications to the design after 90% design review comments have been received
- Changes to the design during construction that are related to unknown site conditions or other onsite projects.

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.

II. COMPENSATION

The following changes to the SS746701 Agreement are requested to incorporate the additional Scope of Services:

- Task 100 – Evaluation and Design Phase Administration through Bidding
 - Addition of \$33,200.00
- Task 200 – Preliminary Planning, Investigation, Engineering and Alternative
 - Addition of \$48,100.00
- Task 500 – Final Design (Interim Pump Station)
 - Addition of \$151,100.00
- Task 600 – Permits and Property (Interim Pump Station)
 - Addition of \$7,000
- Task 605 – Permit Application Fees Allowance
 - Addition of \$2,000.00
- Task 700 – Bidding and Award (Interim Pump Station)
 - Addition of \$18,300.00
- Task 800 - Eng. Services during Construction (Interim Pump Station)
 - Addition of \$89,300.00
- Task 1000 – Project Close Out
 - Addition of \$12,800.00
- Task 1100 – Additional Services
 - Addition of \$20,000 as an allowance not to exceed and only used as directed by the City via Amendment. Additional services invoiced on a time and expense basis as outlined in the Original Agreement.

The total compensation for Amendment 4 is \$381,800.00

A summary of the proposed changes to the Compensation Exhibit are shown in the following table:

Task Number	Task Title	Original Contract	Previous Amendment(s)	Current Amendment(s)	New Contract Value
100	Evaluation and Design Phase Administration	\$ 37,700.00	\$ 2,400.00	\$ 33,200.00	\$ 73,300.00
200	Preliminary Planning, Investigation, Engineering and Alternative Analysis	\$ 152,200.00	\$ 13,600.00	\$ 48,100.00	\$ 213,900.00
300	Survey and Utility Mapping	-	\$ 0.00	\$ 0.00	\$ 0.00
400	Geotechnical Investigations	-	\$ 0.00	\$ 0.00	\$ 0.00
500	Final Design (Interim PS)	-	\$ 0.00	\$ 151,100.00	\$ 151,100.00
600	Permits and Property (Interim PS)	-	\$ 0.00	\$ 7,000.00	\$ 7,000.00
650	Permit Application Fees	-	\$ 0.00	\$ 2,000.00	\$ 2,000.00
700	Bidding and Award (Interim PS)	-	\$ 0.00	\$ 18,300.00	\$ 18,300.00
800	Eng. Services during Construction	-	\$ 0.00	\$ 89,300.00	\$ 89,300.00
900	Full Time Construction Inspection	-	\$ 0.00	\$ 0.00	\$ 0.00.00
1000	Project Closeout	-	\$ 0.00	\$ 12,800.00	\$ 12,800.00
1100	Additional Services	-	\$ 0.00	\$ 20,000.00	\$ 20,000.00
Total Fee		\$189,900.00	\$ 16,000.00	\$ 381,800.00	\$ 587,700.00

III. SCHEDULE

This Amendment will extend the completion date to October 1, 2022 as shown on the following Table.

Task Number	Start Date	Duration Months	End Date
100	No Change	33	10/1/2021
200	No Change	24	12/31/2020
300	N/A		
400	N/A		
500	1/1/2021	6	6/30/2021
600	3/1/2021	5	8/1/2020
700	6/1/2021	4	10/1/2021
800	10/1/2021	9	6/30/2022
1000	7/1/2022	3	10/1/2022
1100	7/1/2022	3	10/1/2022

IV. SUBCONSULTANT FIRM INFORMATION

The original contract included 4D Engineering as a Protégé Firm, and Howard Engineering, and Chao & Associates as sub-consultant firms, for a Protégé percentage of 18.7% and total combined Protégé/Sub-consultant fee of 36.9%. Contract Amendment #2 revised the Protégé participation to 17.3% and total combined Protégé/Sub-consultant participation to 34.1%.

The updated Protégé and sub-consultant percentages, and amounts are listed in the table below for the original contract and each contract amendment, as well as the updated total. Note that Contract Amendments #1 and #3 are not listed below, as they were no-cost time extensions only. This amendment will increase the Protégé participation from the original contract from 18.7% to 24.3% and will decrease the total combined Protégé/Sub-consultant participation from 36.9% to 34.8%.

	Original Contract	Contract Amendment #2	Contract Amendment #4	New Total Contract Amount
Total Contract Amount	\$ 189,900.00	\$ 16,000.00	\$ 381,800.00	\$ 587,700.00
4D Engineering Amount (Protégé)	\$ 35,558.00	\$ 0.00	\$ 107,040.00	\$ 142,598.00
% of Contract Amount	18.72%	0.0%	28.04%	24.26%
Howard Engineering Amount (Sub-consultant)	\$ 2,500.00	\$ 0.00	\$ 0.00	\$ 2,500.00
% of Contract Amount	1.32%	0.0%	0%	0.43%
Chao & Associates Amount (Sub-consultant)	\$ 32,055.00	\$ 0.00	\$ 27,500.00	\$ 59,555.00
% of Contract Amount	16.88%	0.0%	7.2%	10.13%

Brown and Caldwell appreciates the opportunity to provide professional engineering services to the City of Columbia for the North Columbia Pump Station Upgrades project. If you have any questions, please feel free to contact me.

Sincerely,

Brown and Caldwell



James F. Mazzei, P.E., Project Manager
Columbia, SC

OBO MPP Change Order/Contract Amendment (CO/CA) Implementation Plan Addendum

In Accordance with MPP Guidelines Change Orders/Contract Amendments: If any change order/contract amendment is required on a MPP project, the protégé must be notified prior to the request for approval and given the opportunity to provide services. In addition, the MPP minimum percentage must be maintained, where appropriate, throughout the duration of the project.

OBO Verification	Contract/ CO or CA Amount	Mentor Amount	Mentor Percentage	Protégé Amount	Protégé Percentage	Subcontractors /Subconsultants Amount	Subcontractors /Subconsultants Percentage
Original Contract:	\$ 189,900	\$ 119,787	63.08%	\$ 35,558	18.72%	\$ 34,555	18.20%
CA# 1:	\$ 0	\$ 0	0%	\$ 0	0%	\$ 0	0%
CA# 2:	\$ 16,000	\$ 16,000	100%	\$ 0	0%	\$ 0	0%
CA# 3:	\$ 0	\$ 0	0%	\$ 0	0%	\$ 0	0%
This CA: (Increase)	\$ 381,800	\$ 247,260	64.76%	\$ 107,040	28.04%	\$ 27,500	7.20%
Revised Contract:	\$ 587,700	\$ 383,047	65.18%	\$ 142,598	24.26%	\$ 62,055	10.56%

MPP Project #/Name: SS746701 Interim Upgrades to North Columbia Pump Station **Contract Amendment #: 4**

Change Order/Contract Amendment Amount: \$381,800

Amendment Justification: Provided Below; or Attach (*Justification must include a statement as to why the services could not be completed under the current timeframe or approved funding*): ☒ Yes ☐ No

Change Order/Contract Amendment Type:

1. ☐ **Time Extension – New End Date:** _____ (Please sign & return form if no cost)
2. ☐ **Change of Subcontractor:** _____ (Please provide reason below for the change, have Mentor and Protégé sign off & return form)

3. ☒ **Funding Increase – Amount** (Please continue on to questions 3 A & B below)
 - A. Will protégé be performing any work within this change order/contract amendment? ☒ Yes ☐ No (If no, skip to B)
 - Amount of Contract Amendment to be received by the protégé: \$107,040
 - Please indicate the services the protégé will be providing for this CO/CA (in box below):

Preliminary and final design of civil/site and electrical upgrades. Provide permit applications. Assist during bid phase. Provide associated construction management services with civil/site and electrical. Assist with project close out.

B. If Protégé will not be providing any services on this change order/contract amendment, please indicate why in the box below:

N/A

4. Revised scope of work

The scope of work for 4D Engineering includes the following:

Task 100: Evaluation and Design Phase Administration. As a part of this task, 4D Engineering will:

- 110 - Assist with the requirements for General Project Administration as outlined in the Prime Agreement.
- 120 - Attend and assist with Coordination Meetings throughout the design phase of the project as outlined in the Prime Agreement.
- 150 – Support fulfilling the requirements for Mentor-Protégé Program as outlined in the Prime Agreement.

Task 200: Preliminary Planning, Investigation, Engineering and Alternative Analysis. As a part of this task, 4D Engineering will:

- 220 - Assist with the requirements for Alternative Development and Evaluation Workshops as outlined in the Prime Agreement.
- 280 - Assist with the requirements for Preliminary Design Report (PDR) as outlined in the Prime Agreement.

Task 300: Survey and Utility Mapping. Not applicable.

Task 400: Geotechnical Investigation. Not applicable.

Task 500: Final Design. As a part of this task, 4D Engineering will:

- 503 - Responsible for Site Civil plans and details for the intermediate design including site demolition plan, site layout plan, grading plan, Erosion and Sedimentation Control (ESC) plan and details, site and civil details, and applicable specifications as part of Project plans and specifications outlined in the Prime Agreement. 4D Engineering will also manage efforts of electrical engineering subcontractor to be provided under this task including technical memorandum for generator options. Effort shall support 3 submittals points:
 - 60% Design
 - 90% Design
 - 100% Design
- 504 - Fulfill the requirements for Regulatory Agency Coordination as outlined in the Prime Agreement for SCDHEC, City of Columbia, and any other permitting agency determined to be necessary.
- 505 - Support Cost Estimate and Schedule for 4D Engineering portion of design as stated in Section 503.

- 506 – Support Design Reviews for 4D Engineering portion of design as stated in Section 503.
- 507 – Support deliverables for 4D Engineering portion of design as stated in Section 503.

Task 600: Permits and Property. As a part of this task, 4D Engineering will:

- 602 – Fulfill the requirements of Permits as outlined in the Prime Agreement, including SCDHEC Wastewater Construction Permit, City of Columbia Stormwater and Land Disturbance Permit, and any other permits determined to be necessary for the interim design.

Task 700: Bidding and Award. As a part of this task, 4D Engineering will:

- 701 - Assist with the requirements for Bidding Assistance as outlined in the Prime Agreement, including attending the Pre-Bid meeting, and also including assistance of electrical engineering subcontractor.
- 703 - Assist with the requirements for Conformed Documents for 4D Engineering portion of design as outlined in the Prime Agreement, including by electrical engineering subcontractor.
- 704 - Support deliverables for 4D Engineering portion of design as outlined in the Prime Agreement.

Task 800: Engineering Services During Construction. As a part of this task, 4D Engineering will:

- 810 - Assist with contract administration for the construction work as outlined in the Prime Agreement. It is assumed there will be a kickoff meeting and then twelve (12) monthly progress meetings.
- 820 - Assist with submittal review for the construction work, as outlined in the Prime Agreement, for 4D portion of work of the design and by electrical engineering subcontractor.
- 850 - Provide periodic observation of the construction work as outlined in the Prime Agreement. It is assumed that there will be 25 site visits at 4 hours per visit for 4D Engineering during construction, for a total of 100 hours. It is assumed there will be 2 site visits by the electrical engineering subcontractor.

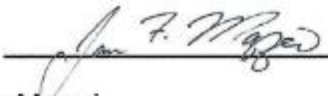
Task 900: Full Time Construction Inspection. Not applicable.

Task 1000: Project Closeout. As a part of this task, 4D Engineering will:

- 1010 - Assist with project closeout as outlined in the Prime Agreement, including providing Record Drawings for the 4D portion of work of the design and by the electrical engineering subcontractor.
- 1020 - Assist with project closeout as outline in the Prime Agreement, including providing final inspection and punch list for the 4D portion of work of the design and by the electrical engineering subcontractor.

Task 1100: Additional Services. Not Applicable. This task is not provided under this agreement at this time

By signing below, all parties agree to the information submitted in this document. Additionally, the protégé also agrees that they have received notification of the referenced change order/contract amendment for this project and were given the opportunity to provide services.

EXECUTED by  (Mentor Firm) this 2nd day of October, 2020.

By: Jay Mazzei Title: Project Manager

Firm Name: Brown and Caldwell

EXECUTED by  (Protégé Firm) this 2nd day of October, 2020.

By: Janet L. Deep Title: CEO

Firm Name: 4D Engineering

OBO Statement for the Change Order/Contract Amendment:

OBO has reviewed this funding increase contract amendment. The original project contract amount was \$189,900.00. The original amount received by the protégé was \$35,558.00 or 18.72 % of the original contract amount. The revised project contract amount to include, previous amendments and current amendment is \$587,700.00. The protégé will receive \$142,598.00 or 24.26% of the revised total contract amount.

RECOMMENDED FOR APPROVAL: EXECUTED by the Office of Business of Opportunities, Compliance on this 20 day of October , 2020.

By: *Latonya B Germany* Title: *Program Compliance Specialist*

*This information is only required if the amendment is greater than \$50,000, and the amendment must be approved by the City Council.

Per the MPP Guidelines: The Mentor will maintain the Protégé's 20% required minimum (or more) of the total contract cost, throughout the duration of the project.



Clean Water 2020
Columbia's Clear Vision for Clean Water



We Are Columbia

DHM: November 21, 2018
Production Maps\ProjectLocation Maps\CIP\SS7467

- Sewer Manhole
- PS North Columbia PS
- ↗ Sewer Gravity Main
- ↘ Large Diameter Sewer Gravity Main
- ↖ Sewer Pressurized Main



1 inch = 100 feet

0 25 50 100 150 Feet

SS7467 Evaluation of North Columbia PS Upgrades

Prepared For: **Packet Pg. 131**

10.c

Attachment: SS746701 Project Location Map (6354 : Brown and Caldwell SS7467 Evaluation of North

CONTRACT

City of Columbia, South Carolina

WM4503

New 2" / 4" Water Main Upgrades Harbison Subdivision (Forest Edge Road)

MPP Protégé Only

Bid010-20-21-LB

This Contract is made by and between the City of Columbia, South Carolina, hereinafter called Owner, and **LG Utility Contractors, Inc.** with legal address and principal place of business at **1410 Brevard Road, Lugoff, S.C. 29078**, hereinafter called Contractor. Owner and Contractor in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1. WORK.

1.1 Contractor shall perform the Work as specified or indicated in the Contract Documents.

ARTICLE 2. ENGINEER.

2.1 The Project has been designed by City of Columbia.

ARTICLE 3. CONTRACT TIME.

3.1 The Contract Time shall be **ninety (90)** consecutive calendar days from the commencement date as defined in the Notice to Proceed (NTP) to fully complete the amount of work herein contemplated.

3.2 Contractor agrees that the Work shall be prosecuted regularly, diligently and uninterruptedly and at such rate of progress as will insure full completion thereof within the Contract Time stated above. It is expressly understood and agreed, by and between Contractor and Owner that the Contract Time is reasonable for the completion of the Work, taking into consideration the average climatic range and usual industrial conditions prevailing in this locality.

ARTICLE 4. CONTRACT PRICE.

4.1 Owner will pay Contractor for performance of the Work in accordance with the Contract Documents in current funds at the contract price agreed upon in the Contractor's Bid Form attached to this Contract which establishes the contract price as **Two Hundred Eleven Thousand Seven Hundred Thirty Dollars and Zero Cents (\$211,730.00)**.

ARTICLE 5. APPLICATIONS FOR PAYMENT

5.1 Contractor shall submit Applications for Payment in accordance with Part 15 General Specifications of the City's Engineering Regulations. Applications for Payment will be processed as provided in the Conditions of the Contract.

City of Columbia, SC
8/06/2020

ARTICLE 6. PROGRESS AND FINAL PAYMENTS

6.1 Owner will make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment, monthly during construction as provided below. All progress payments will be on the basis of the progress of the Work measured by the schedule of values provided for in the General Specifications.

6.2 Upon final inspection and acceptance of the Work, in accordance with Part 15 General Specifications, Owner will pay the remainder of the Contract Price.

ARTICLE 7. LIQUIDATED DAMAGES

7.1 Owner and Contractor recognize that time is of the essence of this Contract and that Owner will suffer financial loss if the Work is not completed within the Contract Time (and specific milestones) specified in Article 3 above, plus any extensions thereof allowed. They also recognize the delays, expense and difficulties involved in proving, in a legal proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner **Two Hundred Fifty Dollars and Zero Cents (\$250.00)** per day for each calendar day of delay until the Work is complete.

7.2 This liquidated damages provision is non-exclusive and not intended to limit Owner's remedy for breach of this Contract or delay in Contract Times.

7.3 This liquidated damages provision is non-exclusive and not intended to limit Owner's remedy for breach of this Contract or delay in Contract Times.

ARTICLE 8. ASSURANCE

8.1 Contractor has familiarized himself with the nature and extent of the Contract Documents, Work, locality, and with all local conditions and Federal, State and local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the Work.

8.2 Contractor has studied carefully all reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress or performance of the Work that were relied upon by Engineer in the preparation of the Drawings and Specifications and which have been identified in Contract Documents.

8.3 Contractor has made or caused to be made examinations, investigations and tests and studies of such reports and related data [in addition to those referred to in the above paragraph] as Contractor deems necessary for the performance of the Work at the Contract Price within the Contract Time and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, tests, reports or similar data are or will be required for such purposes.

8.4 Contractor has correlated the results of all such observations, examinations, investigations, tests, reports and data with the terms and conditions of the Contract Documents.

8.5 Contractor has given Engineer written notice of any conflict, error or discrepancy that Contractor has discovered in the Contract Documents and the written resolution thereof by Engineer is acceptable to Contractor.

8.6 Contractor agrees that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the Work.

ARTICLE 9. CONTRACT DOCUMENTS.

9.1 Contractor agrees, under the terms as stated in the Specifications and Contract Documents and at his/its/their own proper cost and expense, to furnish all the materials, supplies, machinery, equipment, tools superintendence, labor, insurance, and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in the Proposal, the Instructions to Bidders, the General Conditions of the Contract or General Specifications, the construction specifications, provisions of the Contract Documents, the plans, which include all maps, plats, blue prints, and other drawings and printed or written explanatory matter thereof.

9.2 The Contract Documents that comprise the Contract between Owner and Contractor are attached hereto and made a part hereof and consist of the following:

9.2.1 Invitation For Bid.

9.2.2 Instructions To Bidders.

9.2.3 Bid Form.

9.2.4 This Contract.

9.2.5 Performance and Payment Bond.

9.2.6 Part 15 "General Specifications", Part 16 "Specifications for Water Distribution System, Materials, and Construction", Part 18 "Specifications for Roadway Improvements, Materials and Construction", Part 20 "Specifications for Sodding, Fertilizing and Seeding" all of the City of Columbia's Engineering Regulations, the Mentor Protégé Program (MPP) Policy and the MPP Implementation Plan.

9.2.7 Special Provisions.

9.2.8 Specifications (as listed in the Table of Contents).

9.2.9 Drawings, numbered 1 through 8, inclusive and dated 11/17/2019.

9.2.10 Addenda numbers 1 to 2, inclusive.

9.2.11 Any modification, including Change Orders, duly delivered after execution of Contract.

ARTICLE 10. TERMINATION

The City shall, at its sole option and discretion, have the right to terminate this contract for any reason whatsoever by providing the Contractor with a notice of termination to be sent by registered mail, return receipt requested. Whenever the Contractor is terminated for convenience under this clause or is wrongfully terminated under any other clause of this contract, the Contractor shall only be entitled to the actual direct costs of all labor and material expended on the job prior to the effective date of the termination plus 15% or the Contractor shall be entitled to be paid a pro-rate percentage of the total contract price which is equal to its percent of completion, whichever of the two methods provides the lowest sum to be paid to the

Contractor. In no event shall the Contractor be entitled to anticipatory profit or damages for any termination under this clause. In no event shall the Contractor be entitled to assert a claim in quantum meruit or any other measure of damages other than that stated herein.

ARTICLE 11. MISCELLANEOUS

11.1 Terms used in this Contract that are defined in Part 15 General Specifications shall have the meanings assigned in the Conditions of the Contract.

11.2 Neither Owner nor Contractor shall, without the prior written consent of the other, assign or sublet in whole or in part any interest under any of the Contract Documents; and, specifically but without limitation, Contractor shall not assign any monies due or to become due without the prior written consent of Owner. In case Contractor assigns all or any part of any monies due or to become due under this Contract, the instrument of assignment shall contain a clause substantially to the effect that it is agreed that the right of the assignee in and to any monies due or to become due to Contractor shall be subject to prior claims of all persons, firms and corporations for services rendered or materials supplied for the performance of the Work called for in this Contract.

11.3 Owner and Contractor each binds himself, his partners, successors, assigns and legal representatives in respect to all covenants, Contracts and obligations contained in the Contract Documents.

11.4 The Contract Documents constitute the entire Contract between Owner and Contractor and may only be altered, amended or repealed by a Modification.

11.5 This Contract does not commit the City of Columbia to pay for any pre-bid costs. Any costs associated with IFB preparation, pre-bid conferences and any other activity prior to award of a contract shall be at the sole expense of the bidder(s). Rooms, meals, travel, telephone, data processing, administrative and clerical costs associated with the project shall be at the bidder's expense.

This Contract is subject to the final approval of Council and shall become effective on the date listed on the subsequent Notice to Proceed (NTP) and City of Columbia Purchase Order. The Contractor shall not perform work on or incur any costs associated with this contract prior to the commencement date listed on the Notice to Proceed and the City issued purchase order for work outlined herein. The City assumes no liability for any expenses incurred prior to the issuance of the NTP and purchase order.

Space Intentionally Left Blank

Contractor

BY

(CORPORATE SEAL)

Attest

Address for giving notices:

Date:

Owner

City of Columbia, SC

BY

Teresa Wilson, City Manager

Attest

Address for giving notices:

Department of Procurement and Contracts

1800 Main Street, 2nd Floor

Columbia, SC 29201

Date:

Note: If Contractor is a corporation, an affidavit giving the principal the right to sign the Contract must accompany the executed Contract.

APPROVED AS TO FORM

Legal Department City of Columbia, SC

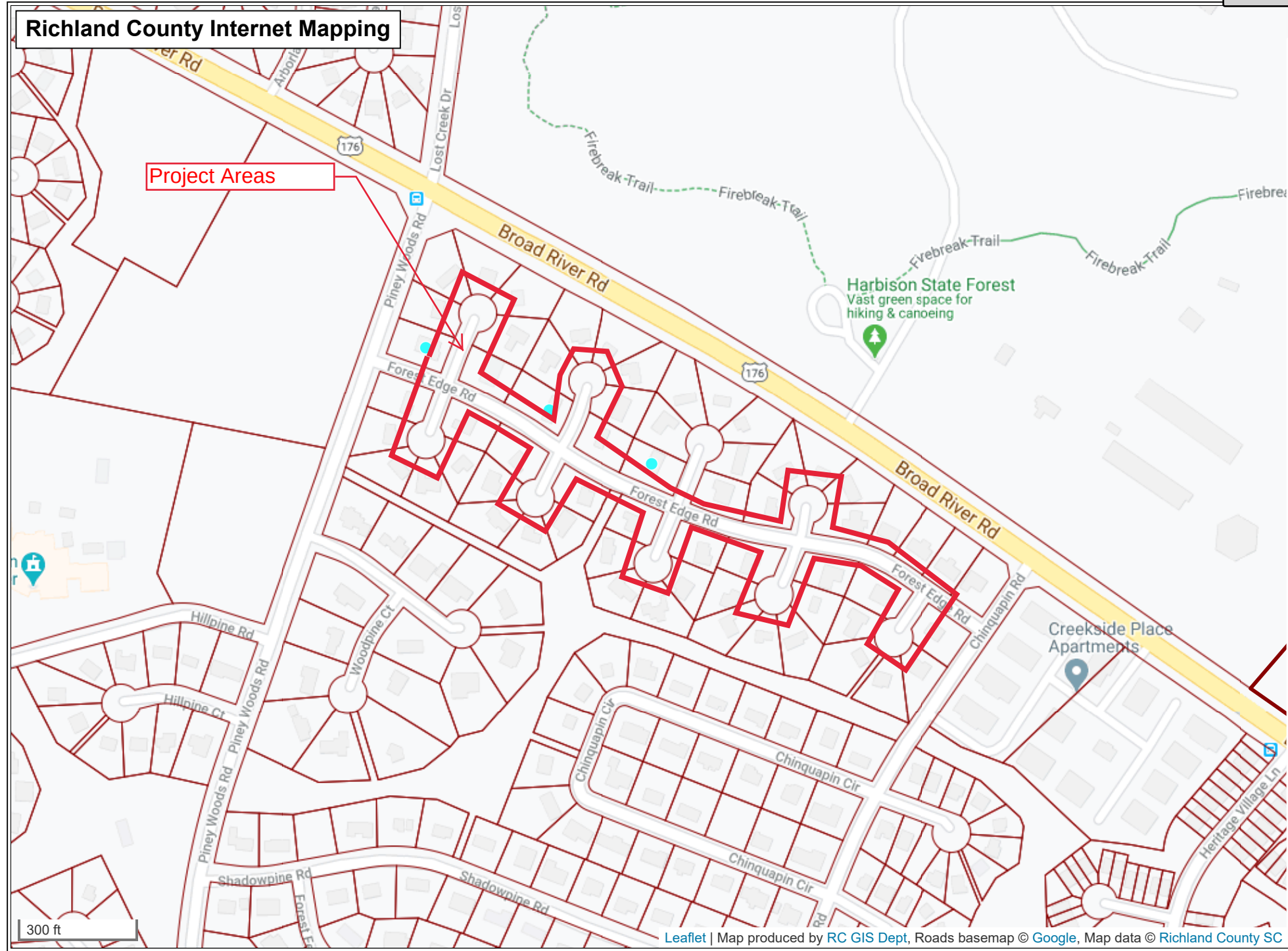
City of Columbia, SC
8/06/2020

Event Number	BID010-20-21-LB Addendum 2	Organization	City of Columbia, SC
Event Title	New 2"/4" Water Main Upgrades Harbison	Workgroup	Purchasing
Event Description	A non-mandatory but highly recommended	Event Owner	Gary Porth
Event Type	IFBs	Email	gary.porth@columbiasc.gov
Issue Date	9/28/2020 03:08:31 PM (ET)	Phone	803 (545) 3241
Close Date	10/23/2020 09:30:00 AM (ET)	Fax	

Responding Supplier	City	State	Response Submitted	Lines Responded	Response Total
LG Utility Contractors	Lugoff	SC	10/22/2020 02:19:47 PM (ET)	0	\$211,730.00
J.W.Brown construction , LLC	Lexington	SC	10/23/2020 08:14:24 AM (ET)	0	\$219,509.00
Smoak Construction	Little Mountain	SC	10/22/2020 04:06:20 PM (ET)	0	\$229,860.00
UWS, Inc	Trion	GA	10/21/2020 02:31:00 PM (ET)	0	\$246,395.00
HammerHead Utilites, LLC	Columbia	SC	10/22/2020 11:46:19 AM (ET)	0	\$252,870.00

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

Richland County Internet Mapping



Attachment: Site Location Map (6359 : New 2"1/4" Water Main Upgrades Harbison Subdivision (Forest

BID010-20-21-LB New 2" / 4" Water Main Upgrades Harbison Subdivision (Forest Edge Road) WM4503
MPP Protégé Only **Page 33 of 60**

Business Information Record for Subconsultants/Subcontractors

The Bidder shall list all subcontractors and vendors, who will be providing subcontracting services, furnishing materials, etc. for this project. The list shall be submitted in the format provided below. Any proposed changes from the list shall be submitted in writing to the Owner prior to initiation of any action, with the reason for proposed changes.

MUST BE TYPED AND REFLECT ONLY THOSE PROVIDING A SERVICE "NO LINE STRIKE THROUGH"

Business Name (as shown on W9 or SAM.gov) / DUNS # & CAGE #	City of Columbia Vendor Number	Services and/or Materials Provided	Cost of Services and/or Material (\$ Value)	Percentage of Total Contract	MBE, WBE, SBE, DBE, LBE, CDBE (indicate all that apply)	Minority Association Code (If applicable - Use 2 letter Code See Key Below)
Fortiline Waterworks 221 Laurel Road Lexington, SC 29073		Materials	\$58,000.00	27.4%		
				%		
				%		
				%		
				%		
				%		

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: \$ 58,000.00

TOTAL CONTRACT AMOUNT: \$ 211,730.00

I certify this information is true, correct, complete and active.

Business Name: LG Utility Contractors, Inc.

Representative Name/Title: Suzanne B Leitner / President

Date: 10/23/2020



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 - Protégé Project

Project Type: Protégé Only or Protégé Led (Circle One)

Date: 10/24/2020

Protégé Amount: \$211,730.00

Project Name: Harbison Subdivision -

Protégé % of Total Contract: 100%

Forest Edge Road

Mentor Amount (If Applicable): _____

Project #: WM4503

Protégé (Prime): LG Utility Contractors

Mentor % of Total Contract (If Applicable): _____

Mentor: _____

Duration of the Project: 90 Days

Total Project Contract Amount: \$211,730.00

Statement of Commitment: For Protégé-Led Projects, the Mentor-Protégé Team will work together with the Protégé receiving a minimum of 51% of the contract. The Protégé is committed to providing an adequate amount of resources and effort to execute the plan below.

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. What skills has the Protégé learned from their Mentor that will be utilized on this project?

We have learned how to excavate around existing utilities with caution pressure test and chlorinate water lines efficiently

2. How does the work performed in this project relate to the goals identified in your MPP Team Agreement and Business Plan?

One of our goals was to have the necessary equipment to accomplish the job independently. Since we began our partnership, we have purchased an excavator, dump truck and crew trucks for the crew.

3. Please include any subcontractors that will be utilized.

None



CITY OF COLUMBIA

Office of Business Opportunities Compliance
1401 Main Street 4th Floor | Columbia, South Carolina 29201
Phone: 803-545-4185

4. What is the anticipated duration (in months) of each major phase of the project?

There are eight (8) separate ul-de-sacs in which new water lines and services that will be replaced. We anticipate two (2) weeks per cul-de-sac.

5. What service will the Mentor be providing on this project? (if applicable)

Our intent is to self-perform the entire project however the Mentor will be available if needed for guidance and support if needed.

6. List bonding capacity and insurance coverage, etc. (if applicable)

Bonding capacity is \$300,000 and insurance coverage is \$2,000,000 General Aggregate, \$1,000,000 each occurrence with a \$1,000,000 umbrella

7. Do you currently have your WL or WP License (if applicable)?

I have a WL License and it is included

8. Other Comments.



CITY OF COLUMBIA

Office of Business Opportunities Compliance
1401 Main Street 4th Floor | Columbia, South Carolina 29201
Phone: 803-545-4185

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 LG Utility Contractors, Inc. (Protégé Firm) this 23rd day of October 2020.
Corporate SEAL

By: Suzanne B Leitner Suzanne B Leitner
Title: President
Firm Name: LG Utility Contractors, Inc.

ATTEST:

By: Krystal Young Krystal M. Young
Title: Administrative Asst, Carolina Tap and Bore Inc

If Applicable:

EXECUTED by _____ (Mentor Firm) this _____ day of _____ 20____.
Corporate SEAL

By: _____
Title: _____
Firm Name: _____

ATTEST: _____

By: _____
Title: _____

RECOMMENDED FOR APPROVAL:

EXECUTED by the Office of Business Opportunities - Compliance on this 29 day of
October 2020.

By: Latonya B Germany

Title: Program Compliance Specialist



CITY OF COLUMBIA
INTER-OFFICE MEMORANDUM

TO: Juliet Nelly, Compliance Administrator
FROM: LaTrelle Bowdry, Bid Coordinator
Department of Procurement and Contracts
DATE: October 27, 2020

SUBJECT: BID#010-20-21-LB New 2³/₄" Water Main Upgrades Harbison Subdivision (Forest Edge Road) WM4503 MPP Protégé Only

Bids for this project were opened publicly at 9:30 a.m. on October 20, 2020 via teleconference.

The bids submitted for this project were in participation with the **Mentor Protégé Program - Protégé Only**. The apparent *responsive* low bidder is LG Utility Contractors, Inc. of Lugoff, SC at \$211,730.00.

Please verify the percentages listed on the Business Information Record and check for consistency to the noted dollar amount. Upon completing your review, please sign below indicating that a compliance review has been made and return to me.

If a compliance review is not required, please make that notation, sign and return memo back to me.

Thank You.

Juliet M. Nelly

Juliet Nelly, Compliance Administrator

Date: 10.20.2020

Attachment: Signed Compliance Memo (6359 : New 2³/₄" Water Main Upgrades Harbison Subdivision (Forest Edge Road) WM4503)



CITY OF COLUMBIA

Department of Procurement & Contracts

For Internal Use Only

We Are Columbia

PO Change/Modification Order Form

Contract Number:

Procurement Officer:

Phone: 803.545.3470

E-Mail Address:

Address: 1800 Main St., 2nd Floor

Columbia, SC 29201

Routing Date: 10 / 23 / 2020

DESCRIPTION: WM 3906 Sylvan Dr / Satchel Ford Rd

DEPARTMENT NAME AND REQUESTOR: Engineering / Construction Management

CONTRACTOR'S NAME AND ADDRESS: Stutts and Williams

PURCHASE ORDER NUMBER (if applicable): P 182044 CHANGE ORDER # 2

TYPE OF CHANGE (check all applicable boxes):

☒ Purchase Order Increase

☐ Purchase Order Decrease

☒ Project Contingency Funds Utilized - Amount: \$ 94,404.68

☒ Change to Contract Scope of Work

☐ Administrative Change to Contract (such as changes in paying office, name of Agency Contract Administrator, etc.)

☐ Other Change

Brief Explanation/Justification: See Attached

***This amount exhausts the current contingency and an additional increase is needed as stated below (\$80,911.32).

* Requested Amount of PO Increase/Decrease: \$ 80,911.32 Current PO amount/total: \$ 1,707,460.43

Accounting Information on Original PO: ORG 5529999 OBJ 658650 (Required)

Funding/Account Info for Change Order: ORG Same OBJ Same (Required)

List any special instructions if transfers are needed from another account for this Change Order (Include ORG/OBJ codes):

Note: The appropriate Account Verifiers for each Department must review all change orders prior to routing for approvals.

Division/Department (\$100.01 - \$5,000):

Recommended for Approval:

(Signature)

(Title)

Assistant City Manager Approval (\$5,000.01 - 25,000):

Recommended for Approval:

(Signature)

Assistant City Manager

(Title)

**Route this form to the Procurements & Contracts Department

Director of Procurement & Contracts Approval:

City Manager Approval Needed

☒ Yes or No

Recommend for Approval:

Sandra A. Wright

(Signature)

11/16/2020

(Date)

City Manager Approval:

Recommend for Approval:

(Signature)

(Date)

All change orders over \$50,000.01 must be approved by City Council Date approved by City Council: _____

A copy of the final City Council minutes must be maintained with the purchasing file.

The 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.

INTERNAL PO Modification /CHANGE ORDER (COC 2/12/19 Updated)



CIP #WM3906
Water Main Construction
along Sylvan Drive and Satchel Ford Road
Change Order # 2
PO# P182044
September 29, 2020

Reason for Changes: A modification of the Contract Agreement between the City of Columbia (City) and Stutts and Williams, LLC (Contractor) is requested due to (unforeseen) conditions and to compensate the contractor for the unexpected work. All other provisions of the Agreement, except as herein modified or changed, remain in full force and effect.

Description for Changes: This work is necessary in order for the new water main to connect to the existing water main. This change order is associated with this Project as follows:

Additions

Item #1-16" Ductile Iron Pipe (DIP) 70 LF @ \$100.00	\$ 7,000.00
Item #2-16" Restraint Joint (RJ) Pipe 130 LF @ \$123.00	\$ 15,990.00
Item #5-16" Butterfly Valve W/Box 2 EA @ \$4,243.00	\$ 8,486.00
Item #34-6" Restraint Joint (RJ) DIP 29 LF @ \$48.00	\$ 1,392.00
Item #41-6" 90° Bend 1 EA @ \$450.00	\$ 450.00
Item #42-6" 45° Bend 2 EA @ \$400.00	\$ 800.00
Item #52-1" Water Service (Short) 12 EA @ \$847.00	\$ 10,164.00
Item #53-1" Water Service (Long) 5 EA @ \$1,287.00	\$ 6,435.00
Item #55-Abandon existing water main (cut and cap) (6") 1 EA @ \$1,100.00	\$ 1,100.00
Item #58-Flowable Fill 144 CY @ \$120.00	\$ 17,280.00
Item #62-Asphalt Road Repair 57.5 TN @ \$130.00	\$ 7,475.00
Item #63-Mill 2" Asphalt 102 TN @ \$55.00	\$ 5,610.00
Item #64-Resurface 2" Asphalt 102 TN @ \$105.00	\$ 10,710.00
Item #70-Traffic Control 1 LS @ \$3,000.00	\$ 3,000.00
New Item-Line Striping 203 LF @ \$10.00	\$ 2,030.00
New Item-Sales Tax 1 LS @ \$5,513.00	\$ 5,513.00
New Item-Bond 1 LS @ \$2,268.00	\$ 2,268.00
New Item-16"x6" Tapping Sleeve & Gate Valve 1 EA @ \$9,277.00	\$ 9,277.00
New Item-12"x8" Tapping Sleeve & Gate Valve 1 EA @ \$6,047.00	\$ 6,047.00
New Item-12"x12" Tapping Sleeve & Gate Valve 1 EA @ \$12,787.00	\$ 12,787.00
New Item-12"x16" Reducer 1 EA @ \$1,941.00	\$ 1,941.00
New Item-Concrete Stops 2 EA @ \$3,791.00	\$ 7,582.00
New Item-Remove Concrete 20 CY @ \$362.00	\$ 7,240.00
New Item-16" Line Stop 1 EA @ \$35,475.00	\$ 35,475.00
New Item-6" Inserta Valve 1 EA @ \$13,896.00	\$ 13,896.00
New Item-Cut-in 16" Butterfly Valve 1 EA @ \$14,189.00	\$ 14,189.00
New Item-Restripe Crosswalk (Thermoplastic) 40 LF @ \$19.00	\$ 760.00
New Item-Remove & Replace Concrete Sidewalk 1 CY @ \$825.00	\$ 825.00
New Item-8"x4" Tee 1 EA @ \$500.00	\$ 500.00

CIP # WM3906
Change Order #2
Page 2

New Item-4" Gate Valve 1 EA @ \$500.00	\$ 500.00
New Item-4" Restraint Joint (RJ) DIP 40 LF @ \$52.00	\$ 2,080.00
New Item-4" 90° Bend 2 EA @ \$385.00	\$ 770.00
New Item-4"x3" Reducer 1 EA @ \$368.00	\$ 368.00
New Item-2" Water Service (Long) 1 EA @ \$1,687.00	\$ 1,687.00
TOTAL ADDITIONS:	\$ 221,627.00

Deductions

Item #4-16"x16" Tapping Sleeve & Valve w/Box 1 EA @ \$21,988.00	\$ 21,988.00
Item #6-16"x8" Reducer 1 EA @ \$ 967.00	\$ 967.00
Item #7-16"x6" Reducer 1 EA @ \$ 964.00	\$ 964.00
Item #14-12" Restraint Joint (RJ) DIP 25 LF @ \$92.00	\$ 2,300.00
Item #16-12"x8" Reducer 1 EA @ \$ 571.00	\$ 571.00
Item #20-8" Ductile Iron Pipe (DIP) 105 LF @ \$ 48.00	\$ 5,040.00
Item #21-8" Restraint Joint (RJ) DIP 100 LF @ \$ 54.00	\$ 5,400.00
Item #25-8" Gate Valve w/Box 1 EA @ \$ 1,494.00	\$ 1,494.00
Item #26-8"x8" Tee 1 EA @ \$ 632.00	\$ 632.00
Item #29-8" 45° Bend 4 EA @ \$ 465.00	\$ 1,860.00
Item #38-6"x6" Tee 1 EA @ \$ 532.00	\$ 532.00
Item #48-2" (CTS) Polyethylene Tubing 10 LF @ \$ 17.00	\$ 170.00
Item #49-2"x2" Tap Sleeve & Gate Valve w/Box 1 EA @ \$1,269.00	\$ 1,269.00
Item #50-6"x2" Tee 1 EA @ \$ 400.00	\$ 400.00
Item #51-2" 90° Bend 1 EA @ \$ 150.00	\$ 150.00
Item #53-1" Water Service (Long) 2 EA @ \$1,287.00	\$ 2,574.00
TOTAL DEDUCTIONS:	\$ 46,311.00
TOTAL CHANGE (ADDITION):	\$ 175,316.00

Funding Source: 5529999-WM390601-658650

Owner's Contingency Allowance

Original Allowance Total:	\$ 155,223.68
Previous Change Orders (Decrease):	\$ 60,819.00
This Change (Decrease):	\$ 94,404.68
Revised Owner's Contingency Allowance:	\$ 0.00

Proposed Change and Basis for Payment

Original Contract Amount:	\$ 1,552,236.75
Previous Change Orders:	\$ 60,819.00
This Change:(Increase)	\$ 175,316.00
Revised Contract Amount with Approved Contingency as of 9/29/2020 :	\$ 1,788,371.75

CIP # WM3906
 Change Order #2
 Page 2A

Change Order #2 with use of Contingency Allowance

Change Order #2 Amount (Without Use of Contingency Allowance):	\$175,316.00
Remaining Owner's Contingency Allowance (Use of Remaining Balance/Decrease from Change Order #2 Amount):	-\$94,404.68
Revised Change Order #2 Amount (Less Remaining Contingency Allowance):	\$80,911.32

CIP # WM3906
Change Order #2
Page 3

Contractual Completion Date:

Notice to Proceed: 2/03/2020
Scheduled Completion Date: 11/28/2020
Additional Days: 60
Revised Completion Date: 1/27/2021

This Change is Acceptable:

Stutts and Williams, LLC:

By: Joseph Williams
Title: Owner

Recommended for Approval: NA Utility Construction Inspector
Tim Sox

Recommended for Approval: Jeff Jeffers Sr. Utility Construction Inspector
Jeff Jeffers

Recommend for Approval: Michael F. Sheu, P.E. Asst. City Engineer for Engineer Const.
Michael F. Sheu, P.E.

Recommend for Approval: Clint E. Shealy, P.E. Asst. City Manager
Clint E. Shealy, P.E.

Approved: _____ City Manager
Teresa B. Wilson

APPROVED AS TO FORM

Legal Department City of Columbia, SC

11/23/2020

OBO MPP Change Order/Amendment Implementation Plan Addendum

In Accordance with MPP Guidelines Change Orders/Amendments: If any change order/amendment is required on a MPP project the protégé must be notified prior to the request for approval and given the opportunity to provide services. In addition, the MPP minimum percentage must be maintained, where appropriate, throughout the duration of the project.

OBO Verification	Contract/Change Order Amount	Mentor Amount	Mentor Percentage	Protégé Amount	Protégé Percentage
Original Contract:	\$ 1,503,775.00	\$ 1,203,020.00	80.0%	\$ 300,755.00	20.0%
Sales Tax:	\$ 48,461.75	\$ 48,461.75	N/A	\$ 0.00	N/A
CO#1 (Increase):	\$ 60,819.00	\$ 48,655.20	80.0%	\$ 12,163.80	20.0%
CO#2A (Increase):	\$ 111,756.00	\$ 89,404.80	80.0%	\$ 22,351.20	20.0%
CO#2B (Increase):	\$ 63,560.00	\$ 63,560.00	100.0%	\$ 0.00	0.0%
Revised Contract:	\$ 1,788,371.75	\$ 1,453,101.75	81.3%	\$ 335,270.00	18.7%
Revised Contract (WO/Sales Tax):	\$ 1,739,910.00	\$ 1,404,640.00	80.7%	\$ 335,270.00	19.3%

Original Project Contract Amount: \$1,503,775.00 Original Protégé Amount: \$300,775.00

MPP Project #/Name: WM3906 Change Order #: 02 (Ex: 01, 02)

Change Order/Amendment Amount: \$175,316.00

Amendment Justification: Provided Below; or Attach (Justification must include a statement as to why the services could not be completed under the current timeframe or approved funding) : ☒ Yes ☐ No

Pipe Materials Change due to City Specifications Change.

Change Order/Amendment Type:

1. ☒ Time Extension – New End Date: 1/27/2021 (Please sign & return form if no cost)
2. ☒ Funding Increase – Amount (Please continue on to questions 3 A & B below)
3. ☐ Funding Decrease – Amount (Please continue on to questions 3 A & B below)

A. Will protégé be performing any work within this change order? ☒ Yes ☐ No (If no, skip to B)

- Amount of Change Order/Amendment to be received by the protégé: \$22,351.20
- Please indicate the services the protégé will be providing for this change order/amendment (in box below):

Restoration Roadway and Asphalt Replacement.

- B. If Protégé will not be providing any services on this change order/amendment, please indicate why in the box below:

The work associated with CO#2B requires Stutts & Williams to hire a Specialty Contractor to install a 6" Inserta Valve, New 16" Cut-in Butterfly Valve, and a New 16" Line Stop.

4. Revised scope of work

Upgraded a portion of the Proposed 8" DIP Water Main to 16" DIP Water Main, revised connections of the New Water Mains to Existing Water Mains at the Satchel Ford Road and Bethel Church Road Intersection, and the Satchel Ford Road and Meadowood Road Intersection due to unforeseen utility conflicts.

By signing below, all parties agree to the information submitted in this document. Additionally, the protégé also agrees that they have received notification of the referenced change order/amendment for this project and were given the opportunity to provide services.

EXECUTED by Stutts & Williams, LLC (Mentor Firm) this 5th day of Oct 2020.

By: [Signature] Title: Owner

EXECUTED by Hammerhead Utilities, LLC (Protégé Firm) this 5th day of Oct 2020.

By: [Signature] Title: Vice Pres.

OBO Statement for the change order/amendment:

OBO has reviewed the time extension with funding increase change order. The original project contract amount was \$1,503,775.00. The original amount received by the protégé was \$300,755.00 or 20% of the original contract amount. The revised total contract amount is \$1,739,910.00 which includes the current and any previous change orders for this project. The protégé will receive \$335,270.00 or 19.3% of the revised total contract amount.

RECOMMENDED FOR APPROVAL: EXECUTED by the Office of Business of Opportunities, Compliance on this 22 day of October, 2020.

By: [Signature] Title: Program Compliance Specilaist

*Per the MPP Guidelines: The Mentor will maintain the Protégé's 20% required minimum (or more) of the total contract cost throughout the duration of the project

*This information is only required if the amendment is greater than \$50,000, and the amendment must be approved by the City Council.



PO Box 2046
Lexington, SC 29072
(P) 803.814.3753
Contractor's License # - G119374

CHANGE ORDER #2 PROPOSAL

DATE: 9/22/2020
PROPOSAL TO: City of Columbia
ATTN: Rhett Culclasure

PROJECT: Sylvan Drive Water
LOCATION: Columbia
ENGINEER: City of Columbia

Stutts & Williams hereby proposes the following pricing:

Additions						
Bid Line Items						
1	16" Ductile Iron Pipe (DIP)	70	LF	\$ 100.00	\$	7,000.00
2	16" Restrained Joint (RJ) Pipe	130	LF	\$ 123.00	\$	15,990.00
5	16" Butterfly Valve w/ Box	2	EA	\$ 4,243.00	\$	8,486.00
58	Flowable Fill	83	CY	\$ 120.00	\$	9,960.00
62	Asphalt Road Repair	36.5	TN	\$ 130.00	\$	4,745.00
63	Mill 2" Asphalt	61	TN	\$ 55.00	\$	3,355.00
64	Resurface 2" Asphalt	61	TN	\$ 105.00	\$	6,405.00
New Item	Line Striping	143	LF	\$ 10.00	\$	1,430.00
New Item	Sales Tax	1	LS	\$ 4,345.00	\$	4,345.00
New Item	Bond	1	LS	\$ 1,530.00	\$	1,530.00
New Item	16"x6" Tapping Sleeve & Valve w/ Box	1	EA	\$ 9,277.00	\$	9,277.00
New Item	12"x8" Tapping Sleeve & Valve w/ Box	1	EA	\$ 6,047.00	\$	6,047.00
New Item	12"x12" Tapping Sleeve & Valve w/ Box	1	EA	\$12,787.00	\$	12,787.00
New Item	12"x16" Reducer	1	EA	\$ 1,941.00	\$	1,941.00
New Item	Concrete Stops	2	EA	\$ 3,791.00	\$	7,582.00
New Item	Remove Concrete	20	CY	\$ 362.00	\$	7,240.00
				Subtotal	\$	108,120.00
Deductions						
4	16"x16" TS&V	-1	EA	\$21,988.00	\$	(21,988.00)
6	16"x8" Reducer	-1	EA	\$ 967.00	\$	(967.00)
7	16"x6" Reducer	-1	EA	\$ 964.00	\$	(964.00)
14	12' Restrained Joint (RJ) DIP	-25	LF	\$ 92.00	\$	(2,300.00)
16	12"x8" Reducer	-1	EA	\$ 571.00	\$	(571.00)
20	8" Ductile Iron Pipe (DIP)	-105	LF	\$ 48.00	\$	(5,040.00)
21	8" Restrained Joint (RJ) Pipe	-100	LF	\$ 54.00	\$	(5,400.00)
25	8" Gate Valve w/ Box	-1	EA	\$ 1,494.00	\$	(1,494.00)
26	8"x8" Tee	-1	EA	\$ 632.00	\$	(632.00)
29	8" 45 Degree Bend	-4	EA	\$ 465.00	\$	(1,860.00)
36	6"x6" Tee	-1	EA	\$ 532.00	\$	(532.00)
48	2" (CTS) Polyethylene Tubing	-10	LF	\$ 17.00	\$	(170.00)
49	2"x2" Tapping Sleeve & Valve w/ Box	-1	EA	\$ 1,269.00	\$	(1,269.00)
50	6"x2" Tee	-1	EA	\$ 400.00	\$	(400.00)
51	2" 90 Degree Bend	-1	EA	\$ 150.00	\$	(150.00)
				Subtotal	\$	(43,737.00)
				Total	\$	64,383.00

Respectfully Submitted:
Stutts & Williams, LLC

Joey Williams



PO Box 2046
Lexington, SC 29072
(P) 803.814.3753
Contractor's License # - G119374

CHANGE ORDER #4 PROPOSAL

DATE: 9/22/2020
PROPOSAL TO: City of Columbia
ATTN: Rhett Culclasure

PROJECT: Sylvan Drive Water
LOCATION: Columbia
ENGINEER: City of Columbia

Stutts & Williams hereby proposes the following pricing:

Additions						
Bid Line Items						
34	6" Restrained Joint (RJ) Pipe	29	LF	\$ 48.00	\$	1,392.00
41	6" 90 Degree Bend	1	EA	\$ 450.00	\$	450.00
42	6" 45 Degree Bend	2	EA	\$ 400.00	\$	800.00
52	1" Water Service (Short)	12	EA	\$ 847.00	\$	10,164.00
53	1" Water Service (Long)	5	EA	\$ 1,287.00	\$	6,435.00
55	Flowable Fill	61	CY	\$ 120.00	\$	7,320.00
58	Abandon Ex. WM (Cut & Cap) (<6")	1	EA	\$ 1,100.00	\$	1,100.00
62	Asphalt Road Repair	21	TN	\$ 130.00	\$	2,730.00
63	Mill 2" Asphalt	41	TN	\$ 55.00	\$	2,255.00
64	Resurface 2" Asphalt	41	TN	\$ 105.00	\$	4,305.00
70	Traffic Control	1	LS	\$ 3,000.00	\$	3,000.00
New Item	Restripe Crosswalk (Thermoplastic)	40	LF	\$ 19.00	\$	760.00
New Item	Remove & Replace Concrete Sidewalk	1	CY	\$ 825.00	\$	825.00
New Item	Line Striping	60	LF	\$ 10.00	\$	600.00
New Item	8"x4" Tee	1	EA	\$ 500.00	\$	500.00
New Item	4" Gate Valve	1	EA	\$ 500.00	\$	500.00
New Item	4" Restrained Joint (RJ) DIP	40	LF	\$ 52.00	\$	2,080.00
New Item	4" 90 Degree Bend	2	EA	\$ 385.00	\$	770.00
New Item	4"x3" Reducer	1	EA	\$ 368.00	\$	368.00
New Item	2" Water Service	1	EA	\$ 1,687.00	\$	1,687.00
New Item	Sales Tax	1	LS	\$ 1,168.00	\$	1,168.00
New Item	Bond	1	LS	\$ 738.00	\$	738.00
				Subtotal	\$	49,947.00
Deductions						

Subtotal \$ -
Total \$ 49,947.00

Respectfully Submitted:
Stutts & Williams, LLC

Joey Williams



PO Box 2046
Lexington, SC 29072
(P) 803.814.3753
Contractor's License # - G119374

CHANGE ORDER PROPOSAL

DATE: 7/8/2020
PROPOSAL TO: City of Columbia
ATTN: David Winburn

PROJECT: Sylvan Drive Water Line
LOCATION: Columbia
ENGINEER: City of Columbia

Stutts & Williams hereby proposes the following turn-key pricing:

Stork Road and Bethel Church Road Intersection

16" Line Stop	\$35,475.00
6" InsertaValve	\$13,896.00
Cut-in 16" Butterfly Valve	\$14,189.00
Total	\$63,560.00

Our plan would be as follows:

- Install 6" InsertaValve
- Drop 16" Line Stop
- Turn off 6" InsertaValve
- Turn off 16" valve at Bethel Church
- Cut-in 16" Butterfly Valve

EXCLUSION:

Milling and overlaying entire intersection

Respectfully Submitted:
Stutts & Williams, LLC

Joey Williams

SD8450 Stormwater Bond Program Management Services

Woolpert, Incorporated

RFQ005-17-18-SL

November 2, 2020

Description of Change: Request change in Agreement for Engineering Services between the City of Columbia (City) and Woolpert, Incorporated (Engineer) dated March 27, 2018 (Agreement) to compensate the engineer for additional engineering services, as provided within the attached Scope of Services for 2021-2022 and to extend the Agreement for the first of the two (2) additional one (1) year periods from January 1, 2021 to December 31, 2021.

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

Proposed Change and Basis for Payment:

Original Contract Price (Term March 7, 2018 – December 31, 2020; PO# P170466):	\$1,015,115.00
Contract Amendment #1 (Cost Increase/Addition; PO# P180619):	\$3,000,000.00
Current Contract Total:	\$4,015,115.00
This Change Amendment #2 (Cost Increase/Addition and Time Extension from January 1, 2021 to December 31, 2021; PO# P180619):	\$1,500,000.00
Revised Contract Price:	\$5,515,115.00

This Change is Acceptable:**Name of Firm**

Woolpert, Incorporated

Brian T. Bates, PE

Print Name



Signature

12/4/2020

Date

City of Columbia

Office of the City Manager

Teresa Wilson, City Manager

Signature

Date

Witness

APPROVED AS TO FORM



Legal Department City of Columbia



SCOPE OF SERVICES

Stormwater CIP Bond Program Management Services (2021-2022)

Introduction

Woolpert (referred to herein as the Program Manager (PM)) has completed the three (3) year contract period to assist the City in managing their Stormwater CIP Bond Management Program and to help alleviate staff workload and further strengthen the City's Stormwater Management Program. Woolpert's primary function has been to act as an extension of City staff – assisting where needed and providing beneficial recommendations and guidance. The goal is to reduce workload on City staff, not to increase it. The requested assistance has been divided into three (3) parts: 1) Capital Improvement Project Services, 2) Asset Management Program Services, and 3) Program Management and Other Services. [These services all describe work that is either a continuation of work that started during the second work order, or which will be completed in the following tasks as a part of this scope of services and what is the third work order.](#)

For clarity purposes definitions of various terms found within this scope of services are found below:

Stormwater Management Program	All activities necessary to operate, maintain, improve, administer, and provide stormwater management of the City's stormwater system and to facilitate and integrate activities that benefit and improve watershed conditions across the City's stormwater service area.
Stormwater CIP Bond Program (The Program)	All activities necessary to complete the stormwater CIP projects approved to be completed within the City within the next five years.
Stormwater CIP Bond Program Management Project (The Project)	The activities and the implementation of the tasks within this scope of services.
Stormwater System	Consists of curb inlets, catch basins, pipe, open ditches, natural streams, wetlands, ponds, lakes and stormwater detention and water quality facilities.
Woolpert (The PM)	Includes all Woolpert and/or subconsultant staff who make up a part of the program management team charged with implementing the tasks within this scope of services.

The City and the PM can potentially be working with various parties related to the Project. The relationships among these parties is described below:

City and Designers: The City has and will enter into separate agreement(s), the "City-Designer Agreement", with one or more Designers to provide for the design of stormwater capital improvement projects (CIP) and other smaller scale



stormwater system improvement projects and certain design-related services during the construction phase of these projects. These projects will be referred to as Project(s) within this scope of services.

City and Contractors: The City has and will enter into separate contract(s) with one or more Contractors for the construction of the Program projects. The Contractor shall perform the work, which shall consist of furnishing all labor, materials, tools, equipment, supplies, services, supervision, and perform all operations as required by the Project contract documents.

Working Relationship: In providing the PM's services described in this agreement, the PM shall endeavor to maintain, on behalf of the City, a working relationship with the Contractor(s) and Designer(s). In most cases communications between Woolpert and the City will occur between the Woolpert project manager and the City.

Limitations: Nothing in this Agreement shall be construed to mean that the PM assumes any of the responsibilities or duties of the Contractor(s) or the Designer(s). The Contractor will be solely responsible for construction means, methods, techniques, sequences and procedures used in the construction of the Project(s) and for the safety of its personnel, property, and its operations and for performing in accordance with the contract between the City and Contractor. The Designer is solely responsible for the design requirements and design criteria of the Project(s) and shall perform in accordance with the agreement between the Designer and the City. The PM's services shall be rendered compatibly and in cooperation with the services provided by the Designer under the agreement between the City and Designer. It is not intended that the services of the Designer and the PM be competitive or duplicative, but rather complementary. The PM will be entitled to rely upon the Designer for the proper performance of services undertaken by the Designer pursuant to the agreement between City and the Designer.

Fee Determination - Fees have been developed (see Part 3: Program Management and Other Services) for tasks where an hourly estimate could be developed to complete a task. Otherwise, tasks in the scope will be assigned a fee bank that will be used for tasks as requested by the City until the fee bank is depleted. Additional fee may be requested from the City in the case that the fee bank balance is insufficient to complete requested tasks within the contract period. The basic services to be provided will be directed towards the following activities: (SEE NEXT PAGE)



SCOPE OF SERVICES OUTLINE (WORK ORDER #3)

Part 1: Capital Improvement Project (CIP) Services

Task 1 - Project Identification / Prioritization

Task 2 - Concept Plan Development

Task 3 - Construction Plan Review and Approval

- *Project Plans*
- *Identify LID/GI opportunities*
- *Calculating Pollutant Trapping Efficiencies*
- *Value Engineering*
- *Compliance with City's Design Standards*
- *Constructability Review*

Task 4 - Project Permitting

Task 5 - Construction Administration / Inspections / Project Closeout

- Bid Phase Services
- Construction Administration Services

Task 6 - Maintenance Easement Review and Acquisition Services

Task 7 - Project Management / Other

Part 2: Asset Management Program Services

Task 1 - Goal Setting

Task 2 - Asset Criticality

- *Probability of Failure*
- *Consequence of Failure*
- *Criticality Analysis*

Task 3 - Inventory Assessment

Task 4 - Policy Development

- *Asset Management, Extents of Service, and Levels of Service Policy*

Task 5 - Strategy Documents

- *Data Management Strategy, Life Cycle Analysis Strategy*

Task 6 - Field Data Collection Procedures

- *Stormwater Inventory Assessment and Geodatabase Recommendations*
- *Inventory Pilot Data Collection for Man-made Systems*
- *Inventory Pilot Data Collection for Natural Systems*
- *Field Data Collection and Data Management Training*

Task 7 - Condition Assessment

Task 8 - Asset Management Plan

Task 9 - Project Management / Other

Part 3: Program Management and Other Services

Task 1 - Kickoff Meeting and Program Plan Development

Task 2 - Public / Private Project (P3) Services

Task 3 - Public Outreach Services

Task 4 - Project Administration

Task 5 - Other Duties as Assigned



Part 1: Capital Improvement Project (CIP) Services

Introduction

The Columbia Water program is designed to identify and fund construction projects for upgrading, rehabilitating or expanding the City's infrastructure. Columbia Water includes projects for the drinking water treatment and distribution system, the wastewater collection and treatment system, the stormwater drainage system, street-scaping and other projects as identified by the City. The City typically develops a 5-year CIP list with projects allotted to different years based on priority. ***Part 1 of the scope of work is written to assist with implementation of stormwater drainage infrastructure in accordance with the overall goals of the Columbia Water program.***

The PM is prepared to offer a variety of services that can aid City staff in all facets of the Program throughout the project timeline.

Scope of Work

Task 1 - Project Identification / Prioritization

One of the goals of the Program is to develop a defensible and carefully-planned capital improvement project (CIP) prioritization process that considers the overarching goals of the City's stormwater program. These projects may include not only those projects currently identified in the Columbia Water program, but other conceptual projects identified in various watershed studies. Projects may address flooding issues, water quality issues, or both.

The PM team will consider previously identified Columbia Water project needs as well as those projects identified in the Gills Creek, Smith Branch, and Rocky Branch watershed and other studies (e.g., Five Points studies by various consultants). The team will assist the City in identifying factors (i.e. fiscal responsibility, citizen perception, public safety, recreational value, aesthetics, water quality, flood reduction, and project costs) that are important to the City and assist in the decision-making processes during all phases of project work. This will allow for an equitable comparison of different types of projects that meet different objectives, across different watersheds.

Task 1 Deliverables:

1. General consulting services related to project development and implementation phases as requested by the City.
2. Memos, plans, graphs, tables, and other documents to be determined on a per project basis.
3. Meeting(s) with City staff and meeting minutes, when necessary

Task 1 Expectations/Assumptions:

1. Woolpert will determine the types of deliverables appropriate for the tasks the City assigns on a per project basis
2. Woolpert will initiate the start of individual tasks at the request of the City.

Task 2 - Concept Plan Development

Although the City has identified a list of projects to be implemented, there may be new projects identified through citizen requests, asset failure, requests from other City departments, or special circumstances (e.g., flood event). The City has existing watershed plans that have been reviewed for potential projects as well. The PM team is prepared to assist in collecting appropriate field data, performing modeling, evaluating alternatives and developing conceptual plans and costs.

Conceptual Plan Development and Cost Estimate – The PM will work with the City to identify projects where concept plans are desired and determine which services will be required to determine the feasibility of a project. Services may include collecting field data (i.e. stormwater system information including easements, property boundaries, utility



locations), developing storm water quality and quantity models, evaluating alternatives, developing conceptual plan layouts, estimating design and construction costs, and creating feasibility reports.

Task 2 Deliverables:

1. Field data collection GIS files
2. Storm water quality/quantity models and report
3. Alternatives analysis
4. Conceptual plan layouts and cost estimates
5. Feasibility reports
6. Meeting(s) with City staff and meeting minutes

Task 2 Expectations/Assumptions:

1. Woolpert will determine the types of deliverables appropriate for the tasks the City assigns on a per project basis.
2. The fee assumes that all projects assigned to the PM start and finish within one year of issuance to the PM. Actual billings may differ from fee estimate if projects last for more than one (1) year.
3. Fee estimate will change if the City desires the PM to perform all or parts of this task on additional projects.
4. Woolpert will initiate the start of individual tasks at the request of the City.

Task 3 - Construction Plan Review and Approval

The City has expressed interest in incorporating measures to ensure CIP project plans include innovative stormwater technologies and implement measures to ensure project plans are cost effective and substantially free of error. The PM will assist the City on an as needed basis with the following.

Project Plans – For individual CIP projects a Project Plan may be developed to serve as a guide for the managers to follow to ensure the necessary processes and procedures are being used during the project implementation. Individual Project Plans will be developed as requested by the City for specific CIP projects.

Identify LID/GI Opportunities - Linking traditional flood control projects to water quality enhancements has become essential as communities try to achieve higher return on their investments with CIP projects, but also address regulatory requirements while responding to community concerns about resiliency. This is not uncommon for the people of Columbia as they have lived through record rainfall and the effects on receiving water quality. Integrating Green Stormwater Infrastructure (GSI) where feasible and cost-effective will bring strong community regulatory support. The PM will assist the City in evaluating projects that were previously designed for retrofit opportunities and establish an evaluation protocol for upcoming projects that would integrate water quality enhancement into the preliminary design phase. Where feasible the cost per pound removal, cost per treatment area, O&M and community benefits will be tracked on a per project basis.

Calculating Pollutant Trapping Efficiencies - In response to regulatory requirements to calculate BMP removal rates, the PM created the IDEAL (Integrated Design, Evaluation and Assessment of Loadings) model for SCDHEC to aid in design of LID/GSI practices. The model's runoff treatment algorithms are process-based by predicting runoff rates and pollutant loads and routing these loadings through best management practices using technologies that have been experimentally validated. Using isothermic relationships along with accepted decay, settling and infiltration methods, pollutant trapping in BMPs is computed rather than assigned. This model has been used in the design of the bio-retention area for Earlewood Park. The PM will utilize the IDEAL model in calculating pollutant trapping efficiencies during the design of LID/GSI BMPs, when appropriate.

Value Engineering - The PM team has the capability to ensure that projects meet City standards while maximizing the value of the project. Value engineering services will depend on the project type. Often, value engineering (providing technically "equal" options at a cost savings) is provided by the construction contractor and reviewed/approved by the



engineer. The team has appropriate subject matter experts to review those recommendations. As well, during our constructability and LID/GSI review, we can also evaluate potential alternatives for cost savings and added value.

Compliance with City's Design Standards - The key to design management is thoroughly understanding the City's project goals, design standards, specifications and stakeholder expectations. We are very familiar with the City's design and construction specifications through our previous work for the City and private projects developed within the City. Likewise, our teammates Chao and 4D are intimately aware of City standards. At the request of the City, the PM will review construction plans and design calculations for compliance with the City's design standards.

Constructability Review - The PM will utilize subs familiar with the City of Columbia and the typical issues that arise with the local contractors for constructability reviews before projects are bid thereby reducing the number of construction change orders. The PM will work with the City to develop a constructability review procedure that can be implemented at key milestones during a project's lifecycle at the request of the City.

Task 3 Deliverables:

1. Project Plans (for individual CIP projects, as requested)
2. LID/GI Opportunities Procedure and Report
3. Pollutant removal efficiency calculations
4. Value Engineering Review Procedure and Report
5. QA/QC Procedure and Report
6. Design Standards Compliance Review Report
7. Constructability Review Procedure and Report(s)
8. Meeting(s) with City staff and meeting minutes

Note: Processes and procedures developed under this task will be included in the Program Plan

Task 3 Expectations/Assumptions:

1. Fee estimate assumes that the City will issue the PM three (3) construction projects totaling no more than \$4M to manage through June 30, 2022.
2. No alternative delivery methods will be used on any of the above stated projects.
3. The fee assumes that all projects assigned to the PM start and finish within one year of issuance to the PM. Actual billings may differ from fee estimate if projects last for more than one (1) year.
4. Fee estimate will change if the City desires the PM to perform all or parts of this task on additional projects.
5. Woolpert will initiate the start of individual tasks at the request of the City.

Task 4 - Project Permitting

In general, the designer selected for project design will be responsible for obtaining the appropriate permits. The PM, however, will track permitting efforts and provide assistance as necessary to ensure adequate project progress. At the request of the City, the PM will support the program by performing third-party permit compliance inspections. These inspections and reporting can document permit compliance and serve to identify issues before a notice of violation letter is received.

Army Corps of Engineers Permit Summary – The PM will research the various Corp of Engineer permits and summarize into table format the differences between the permits and their applicability to different types of construction projects. The table will include a permitting review and approval timeline for each of the permits.



Task 4 Deliverables:

1. Permit Status Tracking Reports
2. Third-Party Permit Compliance Reports
3. Army Corps of Engineers Permit Summary table
4. Meeting(s) with City staff and meeting minutes

Task 4 Expectations/Assumptions:

1. The fee assumes that all projects assigned to the PM start and finish before the end of contract period. Actual billings may differ from fee estimate if projects extend past the end of the contract period.
2. Woolpert will initiate the start of individual tasks at the request of the City.

Task 5 - Construction Administration / Inspections / Project Closeout

Task 5.1 - Bid Phase Services

As requested by the City, the PM shall provide bid administration services during the bid phase of the project as listed below:

Request for Proposal (RFP) and Bid Package Development - The PM will provide support to the City in preparing scopes of work for the selection and award of contracts for Design and Construction Contracts. Following award of task orders and or contracts, the PM may provide support in the administration of contracts and execution of work. This work may include the development and/or review of the various Requests for Proposals (RFPs) or bid packages, assisting with procurement meetings, reviewing award recommendations, reviewing contract scopes and budgets, assistance in administering contracts, and other support as requested by the City.

Finalize Advertisement for Bid – The PM will work with the City to establish pre-bid dates and bid dates to finalize the contracts advertisement.

Final Preparation of Contract Documents for Advertisement – The PM will make final revisions to the contract documents prior to printing for prospective bidders. The number of sets of contract documents to be printed will be determined on a per project basis.

Distribution of Plan Sets – The PM will send copies of Plan Sets and specifications to interested parties at the request of the City Project Manager. The number of Plan Sets and specifications to sell/distribute to interested parties will be determined on a per project basis.

Respond to Questions from the City, Bidders, & Suppliers – The PM will be available to discuss and respond to all appropriate questions concerning the contract document from the City, Bidders, and Suppliers. Any written responses will be documented in an addendum.

Attend Pre-Bid Meeting – The PM will attend a pre-bid meeting for each contract that the City's Contract Administration staff will conduct at City offices.

Prepare Contract Addendums – The PM will coordinate with the City's Contract Administration staff and issue addendums as appropriate. Up to three addendums for each contract bid will be provided, if necessary.

Attend Bid Opening – The PM will attend a bid opening for each contract conducted by the City's Contract Administration staff at City offices.

Prepare Bid Tabulation - The PM will make copies of all bids received, prepare the bid tabulation, and review all bids for accuracy and responsiveness for each contract. The PM will notify the City's Project Manager and Contract Administration Section of any errors, omissions, and discrepancies prior to determining the low bidder.



Review Qualifications of Lowest Bidders – If requested by the City, the PM will evaluate the qualifications of the lowest bidders for responsiveness and financial information. The PM will notify the City's Project Manager of any errors, omissions, and discrepancies prior to recommendation an award of each contract.

Prepare Recommendation for Award – Upon completion of review of the three lowest bidders, the PM will prepare a written recommendation of award for each contract to the City's Project Manager.

"Conformed Document" Preparation and Distribution – The PM will incorporate all addenda issued during the bid phase to create the "conformed documents" for each contract. The "conformed documents" will become the contract documents executed by the low bidder and the City.

Construction Contract Execution Assistance - Upon receipt of the contract documents from the low bidder, the PM will review these documents to assess if the required documentation and signatures have been included. The PM will send the completed contract documents to the City's Contract Administration Section. Upon receipt of the contract documents executed by the City, the PM will forward it to the Contractor with an established contract Notice to Proceed.

Task 5.2 - Construction Administration Services

As requested by the City, the PM shall provide construction administration services during the construction phase of the project as defined below:

Pre-construction Conference and Meeting Minutes – The PM will schedule a pre-construction conference and prepare a letter notifying the Contractor of the meeting. The PM and the City Project Manager will hold the pre-construction meeting at a site determined by the City on a per meeting basis. If requested by the City, the PM will provide the Contractor with copies of plans and specifications. The PM shall prepare minutes of the pre-construction conference.

Construction Survey Stake Out – The PM will provide construction survey stake out coordination and field layout services. Specific tasks and an hourly estimate related to this process will be conveyed to the City as survey projects are requested by the City and the project details are communicated to the PM.

Shop Drawing Reviews & Tracking & Distribution – The PM will review and process Shop Drawings for each contract. A shop drawing submittal, review, and status tracking spread sheet will be developed for each contract.

Request for Information (RFIs) Review & Tracking – The PM will review and process RFIs for each contract. A RFI, submittal, review, and status tracking spread sheet will be developed for each contract.

Change Order Request Reviews and Development – The PM will review and make recommendations to the City regarding change order requests in accordance to the Contract Documents. The PM will develop the actual change order document on the City standard change order forms. The specific number of change order reviews and change orders will be determined as specific projects are assigned to the PM.

Field Order & Work Change Directives Issues – The PM will review and issue field orders and work change directives in accordance with the Contract Documents. The specific number of field orders and work directive changes will be determined as specific projects are assigned to the PM.

Resident Project Representative (RPR) Services – The PM will provide a full time RPR at construction sites in accordance with construction contract documents. The purpose of the RPR is to assist the PM in observing performance of the work of Contractor. A detailed description of the services to be provided by the RPR will be included in the Program Plan.

Verbal Communications with Resident Project Representative (RPR) – The PM will maintain primary communications with the PM's RPR on a regular basis, and secondary communication with the City RPRs on an as-needed basis. City RPRs will maintain primary communication with PM's RPR.



Office Engineering Site Visits – The PM’s office staff and engineers will make regular site visits to each construction site to observe that the work is proceeding in accordance with the contract documents. It is anticipated that a site visit will occur an average of once per week for each contract.

Monthly Pay Request Review and Progress Review – The PM will review and process Monthly Pay Requests and forward to the City for payment.

Monthly Progress Meeting, Meeting Minutes, and Distribution – The PM will schedule regular construction progress meetings in accordance with the contract documents for each contract with the City and the contractor.

Digital Photograph and File Records Maintenance – The PM office staff and engineers will develop and maintain office file records of digital photographs taken by its RPR and maintain office files of project documentation on each contract.

Record Drawing Maintenance (During Construction) – The PM will maintain draft Record Drawings for each contract while the work progresses from data collected by the PM’s and the City’s RPRs during construction.

Record Drawing Preparation - Final Drawings – The PM will prepare final Record Drawings for each contract from data recorded during construction, survey data collected by the surveyor, and as provided by Contractor at the end of construction. A list of materials installed on the contract will be included on the final record drawings.

Final Inspection, Permit Certification and Certificate to Operate Permitting – The PM and the City’s RPRs will conduct an inspection of the work of observed items requiring completion prior to issuing a Certificate of Substantial Completion. The PM and the City will conduct a final inspection and document observed deficiencies to be completed prior to final acceptance of the work. The PM will receive and approve Final Payment requests and forward to the City for payment.

One Year Warranty Inspection – If requested, the PM will participate with the City in conducting a one-year warranty inspection of the work to help identify any defective work. The City will be responsible for having any defective work corrected.

Erosion and Sediment Control Permitting Fees - If requested by the City, the PM will pay for any required permit application fees to SCDHEC.

Project Closeout Services – At the request of the City Project Manager, the PM will assist the City in acquiring the necessary documents to formally closeout projects. Currently the City does not employ a formalized standard for closing out a construction project when it has been completed. Specifically, the City desires a more formalized standard for digital plan submittals, record drawings, and required GIS data that designers submit for projects. The PM will work with City staff to develop a work flow process as well as the standards that need to be followed when designers send digital submittals to the City.

Task 5 Deliverables:

1. Standardized forms and protocols for various tasks outlined in Task 5, if requested
2. Deliverables may vary between construction projects
3. Project Plans for individual projects

Task 5 Expectations/Assumptions:

1. The fee assumes that all projects assigned to the PM start and finish before the end of contract period. Actual billings may differ from fee estimate if projects extend past the end of the contract period. Fee estimate will change if the City desires the PM to perform all or parts of this task on additional projects.
2. Woolpert will initiate the start of individual tasks at the request of the City.



Task 6 - Maintenance Easement Review and Acquisition Services

Various City Program projects involve improvements to waterways and drainage systems that are situated on private property or other land for which the City does not maintain a temporary or permanent easement to perform maintenance or improvements.

Task 6.1 - Review and Update Existing Asset Information (GIS Mapping and System Connectivity)

Continuing the effort started in the first and second work order, **the PM will review and update stormwater, sanitary sewer, and water GIS data.** It is anticipated that the resources used for acquiring the existing stormwater easement maintained by the City will include or be a combination of the following resources:

- a. Existing City GIS Coverages – The City will provide to the PM existing GIS coverages of the stormwater drainage, sanitary sewer, and water systems and existing easement locations.
- b. City Access Database (Phong's Database) – The City's flat file utility in Phong's database will be utilized to find where easements currently exist. The database will likely be the first resource utilized when locating existing easement locations.
- c. Review of Record Drawings – The City will provide (or provide access to) the PM record drawings for review and documenting in the GIS database. The PM will review and compare documents to existing information, if available, in the GIS database and make revisions as necessary. This may require field verification of the GIS and/or record drawings. If the GIS database does not contain a record of the easement found during the review of the GIS and/or record drawings, then the PM will add the record to the GIS coverage.
- d. Review of Easement Documents – At a predefined interval (e.g. once per month), the PM will provide to the City a list of locations where easements or rights-of-way were found during the review of the record drawings that need to be verified. In certain cases where sufficient documentation cannot be found regarding a particular suspected easement location it may be necessary for the City to research and provide recorded documents to the PM to be added to the easement GIS database.
- e. Field Verification – The PM will verify, if necessary, any conflicting or incomplete information through field observations of existing conditions. Information will be used to correct the easement GIS coverage.

Task 6.2 - Stormwater Easement Acquisition Recommendations

The outcome of this task is to identify locations for access from public rights-of-way for construction and long-term maintenance, and extents of easements to accomplish construction along the water course and maintenance routes parallel to the stormwater system to provide means for maintenance vehicles and equipment movement.

Data collected under other program tasks relating to project background information and data obtained through Phong's Database will be used for this investigation. The following activities may be performed to support this task:

- a. Compile updated concept maps of the projects to indicate extent of the project and surface features that may conflict with proposed improvements, parcel boundaries, and right-of-way limits.
- b. Apply general limits of project grading and/or disturbance for each proposed improvement using general design principles and experience with natural channel design and Stormwater BMP construction to estimate limits of project activity.
- c. Evaluate existing land use and surrounding development for temporary and permanent access entrances and routes. The number and location of the access points should take into consideration difficulty of construction, type of equipment necessary for implementation of improvements and maintenance, and impact to private property.
- d. Augment concept maps for each project to illustrate extent of easement needs for review by the City. It is anticipated that one round of reviews will be conducted by City Staff.
- e. Estimate easement acquisition costs for each project.



Task 6.3 – Stormwater Easement Acquisition Services

The PM will work with City staff in acquiring easements as outlined and described above. The following activities may be performed to support this task:

1. Determine ROW/Easement extents (provide survey services as needed)
2. Identify property owners
3. Identify appropriate temporary and/or permanent easement boundaries and extents
4. Prepare easement documents
5. Assist City to obtain easements

Task 6.4 - Comprehensive Easement GIS Coverage

In the first work order, a determination of the attributes to be collected and a naming and/or numbering convention was developed in coordination with the City's GIS personnel during the kickoff meeting. This process ensures that the deliverable is consistent with the City's GIS standards. The City provided an attribute list for the PM to utilize. In the third work order, the database design and data submittal format will be prepared while considering that portions of the data will be used in the City's GIS, Cityworks work management system, and any other applicable program.

The PM will develop and deliver to the City a pilot area comprehensive easement GIS coverage (**includes storm drainage, sanitary sewer, and water easements**) in an electronic format compatible with the City of Columbia's GIS format and coordinate system. In addition, a tracking spreadsheet (Microsoft Excel format) will be maintained that documents issues the field crew encounters in the field that may aid the City in obtaining future easements or rights-of-way.

Task 6.5 - Storm Drainage Easement Report

The PM will evaluate overall accessibility concerns related to City owned and maintained easements and make recommendations based on factors such as O&M, community impacts, City standards, etc.

The PM will deliver to the City the revised GIS database and prepare a map of the City's assets that includes the areas found to be either lacking in sufficient accessibility or yet to be determined due to lack of or conflicting records. For each area found to have insufficient or conflicting records, a detailed description of the accessibility concerns and recommendations for improving accessibility in the best interest of the City to be able to properly maintain its assets will be included in the report.

After the data collection effort, a final meeting will be held where the PM will present the initial easement/property issue tracking spreadsheet to the City. If desired the Excel spreadsheet will be hosted on a project website (iMeet) for City use during the data collection effort.

Task 6 Deliverables:

1. Project Concept Maps illustrating limits of easements (stormwater, sanitary sewer, and water)
2. Project Table indicating easement area to acquire and estimated costs
3. Tracking spreadsheet (Microsoft Excel format) that documents issues the field crew encounters in the field
4. Easement database in an electronic format compatible with the City's GIS format
5. Meeting(s) with City staff and meeting minutes, if necessary

Task 6 Expectations/Assumptions:

1. Sanitary sewer and water easement mapping only applies to Tasks 8.1 and 8.4.
2. Woolpert will initiate the start of individual tasks at the request of the City.



Task 7 - Project Management / Other

The above activities will require routine project management needs such as project setup, scheduling, client correspondence, team management, and invoicing. This task also includes sub-consultant management and the development of progress reports if requested by the City. Other tasks may arise during the contract period. The PM will address these tasks on an as-needed basis as requested by the City. **See Part 3: Program Management and Other Services for detailed scope of work and fees associated with general program management services.**



Part 2: Asset Management Program Services

Introduction

The City of Columbia owns, operates, and maintains a stormwater conveyance system comprised of pipes, inlets, junction boxes, ditches, natural systems, and various constructed Best Management Practices. Like many communities, the City currently maintains the system on a reactive basis. However, reactive operation and maintenance of stormwater systems is less efficient and more costly than a proactive asset management program. Under the first work order the PM began helping the City to develop the foundational components of the asset management program and started collecting asset condition assessment data that will be used in the future to increase the efficiency of the City's future repair and replacement strategy.

The tasks below are a continuation of the work started in the first and second work orders and will help to further develop the framework of the stormwater asset management program for the City of Columbia.

Asset Management Program Goals - In the first and second work orders Woolpert helped to identify the City's goals for the program. The goals were created so that they match the City's mission, budget goals, and stakeholder's expectations and set the direction for the remaining tasks to be completed in the third work order.

Scope of Work

Task 1 - Goal Setting

No work to be performed under this task in this third work order.

Task 2 - Asset Criticality

In the first and second work orders each of the City's major watersheds (Broad River, Congaree River, Gills Creek, Lower Saluda River) were further defined by identifying smaller subbasins. Criticality is the product of an asset's probability of failure (condition) and the consequence of the asset's failure. The higher the product of these two conditions, the higher the asset's criticality rating (or Business Risk Exposure (BRE)). The PM calculated a Probability of Failure (POF) score for each subbasin for use in the watershed prioritization exercise. In addition, the PM worked with the City to develop a Consequence of Failure (COF) rating system for its physical stormwater assets and applied a score to each subbasin. Using the POF and COF scores assigned to each subbasin, an initial calculation of BRE was prepared and applied. The BRE score for each subbasin was used to prioritize subbasins for stormwater system inventory, survey, and condition assessment.

Probability of Failure (POF) for Assets - Because a condition assessment of individual assets had not been conducted at the beginning of the first work order, the PM utilized a simple surrogate for condition such as age of pipe to determine the probability of failure (POF). As data is collected on each asset, an individual asset's POF score can be determined. The PM will provide guidance on factors, the process, and potential tools used in determining an individual asset's POF score and begin to assign scores to individual assets.



Consequence of Failure (COF) for Assets – The PM has already developed a COF rating system for its physical stormwater assets. The rating system was applied on a subbasin basis to provide an initial COF score. As data is collected on each asset, an individual asset's COF score can be determined. The PM will provide guidance on factors, the process, and potential tools used in determining an individual asset's COF score and will begin to assign scores to individual assets.

Criticality Analysis – Using the POF and COF scores assigned to each subbasin, an initial calculation of BRE was prepared and applied in the second work order. As data is collected on each asset, an individual asset's BRE score can be determined. The PM will provide guidance on factors, the process, and potential tools used in determining an individual asset's BRE score and will begin to assign scores to individual assets. Once assets receive a BRE score then the PM will assist in the prioritization of the assets based on factors such as BRE score, structure type, sub-basin, etc.

Task 2 Deliverables:

1. Guidance on developing and applying POF, COF, and BRE to individual assets
2. Assignment of Consequence of Failure (COF) to identified assets
3. Assignment of Probability of Failure (POF) to identified assets
4. Initial calculation of BRE for identified assets
5. Prioritization of critical assets
6. Meeting(s) with City staff and meeting minutes

Task 2 Expectations/Assumptions:

1. The PM will assign COF, POF, or BRE ratings to individual assets as the necessary inventory and condition assessment data is completed for watershed areas.
2. Woolpert will initiate the start of individual tasks at the request of the City.

Task 3 - Inventory Assessment

In the first work order, the PM reviewed the newly developed stormwater geodatabase model (consisting of stormwater outfalls and system data) and made recommendations for enhancements focused on improving the usefulness of the geospatial data to support stormwater asset management activities. Recommendations included network connectivity improvements/modifications, feature/object modeling modifications, and enhanced feature attribution to define such elements as capacity, condition, and criticality.

As the stormwater inventory process matures, the PM will continue to assist the City with refining the geodatabase model.

Stormwater System Inventory Data Collection – Based on the results of the criticality analysis and prioritization work completed during the second work order, the City is in the process of identifying areas where condition assessment is desired. As requested by the City, the PM will conduct a stormwater system inventory in areas requested by the City using the most up-to-date version of the City's standard operating procedure (Stormwater Drainage System Inventory Data Review and Collection Procedures). The PM will not proceed with any work associated with this effort without written authorization from the City.

Task 3 Deliverables:

1. Recommendations for further enhancements to the geospatial database
2. Meeting(s) with City staff and meeting minutes
3. System inventory database in an electronic format compatible with the City's GIS format



Task 3 Expectations/Assumptions:

1. Provide appropriate staff to help identify locations requiring survey data. Assistance may require several on-site meetings and/or field visits.
2. The PM will not be providing configuration of the City's existing Cityworks system unless requested by the City.
3. Woolpert will initiate the start of individual tasks at the request of the City.

Task 4 - Policy Development

There are several policy statements that support an effective Asset Management program. These policies include an overarching asset management policy, an extents of service policy, and a levels of service policy. The PM will review existing policy statements from similar communities and prepare draft policy statements for the City's review. The PM will then conduct a maximum of three (3) work sessions with appropriate staff from various departments to further refine the policies.

Asset Management Policy – An overarching Asset Management Policy will be developed that defines the City's goals and vision for the asset management program, assigns roles and responsibilities, and provides guidance for implementation. It is critical that City leadership understand and accept this policy. As part of this task, the PM will develop presentation materials to help educate City Council on the importance of adopting this policy.

Extents of Service Policy – It is important for the City to establish boundaries for the program related to system operation and maintenance activities. For example, some communities define the beginning of a public conveyance system where drainage from two or more properties/parcels join. Other communities only operate and maintain that portion of the system that lies within road rights-of-way or easements. Identifying which components of the drainage system are owned, operated, and maintained by the City is also necessary. For instance, the more common components include pipes, culverts, inlets, junction boxes, and ditches. Some communities also consider BMPs, curb and gutter, and natural systems (streams) as a community asset. The PM will assist the City in developing an extents of service policy for the program that includes consideration of asset types, boundaries, special circumstances and emergency repairs.

Levels of Service Policy – Understanding the desired level of service (LOS) associated with the stormwater management system is critical to establishing an appropriate Asset Management program. This understanding begins with identifying expectations of key stakeholders (e.g., citizens, city leaders, staff, etc.). Typically, there are two components to a LOS policy; one associated with system functionality and one associated with system operation and maintenance (O&M). For example, a functionality LOS may include criteria such as, 1) no structural flooding during the 100-year storm, 2) all bridges and culverts should meet a 25-year LOS, 3) all piped systems should have a minimum of a 5-year capacity, etc. In order to meet the functionality LOS, certain maintenance, repair, and replacement activities must be applied to the system. O&M LOS criteria may include items such as inspecting and cleaning the entire system over a five (5) year period, replacing 10% of the most critical assets each year, and other similar provisions.

The PM will provide a draft document identifying typical levels of service utilized in other similar communities and/or applicable industry standards for review by the City. City requested revisions will be made, and a final LOS policy will be prepared.

Task 4 Deliverables:

1. Draft Asset Management, Level of Service and Extents of Service policy statements
2. Final Asset Management, Level of Service and Extents of Service policy statements
3. City Council presentation materials
4. If needed, support to attend one City Council work session and one Council meeting to assist in approvals.
5. Facilitation of a work session with City staff
6. Meeting(s) with City staff and meeting minutes



Task 4 Expectations/Assumptions:

1. The City will obtain approval for proposed levels of service prior to the PM's development of the final Asset Management Plan.
2. Woolpert will initiate the start of individual tasks at the request of the City.

Task 5 - Strategy Documents

In addition to policy statements that provide general guidance to the program, several strategy documents should also be developed to provide more specific direction. These strategy documents include: 1) Condition Assessment Strategy, 2) Data Management Strategy, and 3) Life Cycle Analysis Strategy. The PM will prepare drafts of each document for City review. The PM will then prepare final documents based on City comments. It is anticipated that a minimum of two meetings will be needed to prepare and review the three documents.

Task 5.1 – Data Management Strategy

For the asset inventory, asset condition, and asset criticality information to be kept up-to-date, remain relevant, and support the City's O&M and CIP decision-making processes, several data management policies, strategies, and supporting workflows may need to be developed and implemented.

Some asset data management recommendations are included in each of the field data collection tasks (e.g., data dictionaries, determination of appropriate attribute for data collection, etc.) and in previous Cityworks projects completed for the City. In addition, the City has already established certain processes and protocols related to asset data management for its sanitary sewer system. Recognizing, however, that the City may still need some support with data management related to this project (e.g., collecting, tracking, and analyzing stormwater related work orders), the PM will provide data management support from our Subject Matter Experts.

Task 5.1 Deliverables:

1. Meeting(s) with City staff and meeting minutes

Task 5.1 Expectations/Assumptions:

1. Woolpert will initiate the start of individual tasks at the request of the City.

Task 5.2 – Life Cycle Analysis Strategy

A key component to making repair and replacement decisions for stormwater infrastructure is understanding the corrective actions the City may employ, the circumstances under which each action is taken, and the cost of each corrective action. Using an asset's condition score and remaining useful life combined with the life cycle cost for various corrective actions, the most cost-effective action can be determined.

As an example, given a pipe with a remaining life of ten years in relatively poor condition, is it more cost effective to continue making point repairs or to replace the pipe? The Life Cycle Assessment strategy will provide data and recommendations for tools to make such decisions. Specifically, the strategy document will include the following:

1. A list of typical corrective actions taken by the City
2. Budget level costs associated with each corrective action
3. Recommendations for software tools used in life cycle decision making



Task 5.2 Deliverables:

1. Draft strategy documents containing the following:
 - a. Recommendations for data capture tools
 - b. Draft condition assessment schedule
2. Final strategy documents
3. One work session to review strategy documents
4. Meeting(s) with City staff and meeting minutes

Task 5.2 Expectations/Assumptions:

1. Woolpert will initiate the start of individual tasks at the request of the City.

Task 6 - Field Data Collection Procedures

This task includes the development of standard operating procedures for the collection of field data and condition assessment information to be used in the development of the asset management program. As funding allows, this scope also includes collection of field data.

Task 6.1 – Stormwater Inventory Assessment and Geodatabase Recommendations

In the first and second work orders, the PM reviewed the newly developed stormwater geodatabase model (consisting of stormwater outfalls and system data) and made recommendations for enhancements focused on improving the usefulness of the geospatial data to support stormwater asset management activities. Recommendations included network connectivity improvements/modifications, feature/object modeling modifications, and enhanced feature attribution to define such elements as capacity, condition, and criticality.

As the stormwater inventory process matures, the PM will continue to assist the City with refining the geodatabase model.

Task 6.1 Deliverables:

1. Recommendations for further enhancements to the geospatial database
2. Meeting(s) with City staff and meeting minutes

Task 6.1 Expectations/Assumptions:

1. Woolpert will initiate the start of individual tasks at the request of the City.

Task 6.2 - Inventory Pilot Data Collection for Man-made Systems

Continuing the work that was started in the first and second work orders, the goal of this task is to develop a piped system inventory program to locate and map the City's stormwater system including pipes, inlets, and junction boxes. The program will consist of developing an approach to inventory methods and attributes to be collected. The City's stormwater geodatabase will be used and can be integrated into GIS and Cityworks and developed such that analyses can be completed on the data as well as identifying "flags" for work orders in the Cityworks system.

Under the first and second work order, the City's geodatabase was reviewed and recommended revisions were submitted to the City. Draft versions of standard operating procedures for stormwater drainage system inventory data review and collection as well as condition assessment were developed. Data collection started in the pilot areas selected by the City using the project prioritization the PM developed, but this process has not yet been completed.

During the third work order, the following tasks will be completed within this program:



1. Develop the method with an approach using features from existing methods but customized to the needs of the City. Prepare a draft set of SOPs on use of the database and instructions on conducting the inventory
2. Develop the piped system geodatabase configuration
3. Update the SOP and database. Refine and finalize based on comments from the City
4. Determine additional pilot area(s) for inventory to further refine the process and inventory costs.
5. Inventory the identified pilot area
6. Refine the database and procedures based on this pilot test
7. Prepare GIS mapping for the inventoried area

Task 6.2 Deliverables:

1. Draft Inventory SOP and geodatabase structure
2. Final Inventory SOP and geodatabase structure
3. Updates to the Standard Operating Procedures for field data collection and condition assessment
4. Identified pilot areas for inventory
5. Mapping data from inventoried areas
6. Meeting(s) with City staff and meeting minutes

Task 6.2 Expectations/Assumptions:

1. Woolpert will initiate the start of individual tasks at the request of the City.

Task 6.3 – Inventory Pilot Data Collection for Natural Systems

The goal of this task is to develop a stream inventory/assessment program to assess stream condition, develop CIP projects, and integrate data into the asset management program for identifying stream reaches that need immediate repair, as well as reaches that need to be inspected at a higher frequency due to unstable or changing conditions and likelihood of public safety concern or infrastructure damage (i.e., potentially compromising the integrity of sidewalks, pipes, buildings). The program will consist of developing a customized, simplified approach to the inventory methods and parameters of information collected. A geodatabase will be developed that can be integrated into GIS and Cityworks and developed such that analyses can be completed on the data as well as identifying “flags” for work orders in the Cityworks system.

The following tasks will be completed within this program at the request of the City:

1. Develop the method – a simplified, customized approach using features from existing methods but customized to the needs of the City. Prepare a draft set of SOPs on use of the database and instructions on conducting the inventory
2. Conduct desktop analysis of the stream network – develop stream reach ID structure and subdivide the streams into discreet segments for inventory
3. Develop natural system database
4. Work with the City to identify preferred metrics for asset management (AM)
5. Submit SOP and database structure to City for review. Refine and finalize based on comments from the City
6. Inventory/assess streams that are required as a pilot test for the program for a predetermined amount of time
7. Develop criticality analysis, identify stream restoration opportunities, and refine the database based on this pilot test
8. Review draft documents with the City, determine desired improvements to the SOP documentation and database structure and adjust

Task 6.3 Deliverables:

1. Stream Inventory SOP and geodatabase structure



2. Stream network reach ID structure in GIS
3. Stream inventory prioritization and desktop criticality analysis
4. Meeting(s) with City staff and meeting minutes

Task 6.3 Expectations/Assumptions:

1. City and PM staff will coordinate and schedule the field work in a manner that is agreeable to both parties.
2. The PM will communicate the schedule for field work for this task to the City such that a City representative can participate in the field work if desired/available.
3. Woolpert will initiate the start of individual tasks at the request of the City.

Task 6.4 – Field Data Collection and Data Management Training

Field Data Collection Training - Upon completion of the data collection SOPs for the storm system inventory the PM will provide the necessary training to the appropriate City staff for SOP implementation.

Database/Software Training – The PM shall provide on-site training for City staff on the use of the software associated with the field data collection and data management SOPs. This may include training on the data collection software that the City uses to collect field data (e.g. GILware, ESRI products, etc.) as well as training on ESRI software (e.g. ArcGIS, ArcMap, etc.) used to manage and store information after it has been collected in the field.

The overall condition of stormwater assets is critical in determining potential corrective actions and setting budgets. In general, communities begin condition assessment of assets with the most critical assets as determined through the criticality analysis completed in Task 1. The PM team has the capabilities of collecting field data on the storm drainage system and providing visual assessments as well as performing CCTV documented assessments.

Task 6.4 Deliverables:

1. Field training on inventory data collection procedures
2. On-site software training

Task 6.4 Expectations/Assumptions:

1. Woolpert will initiate the start of individual tasks at the request of the City.

Task 7 - Condition Assessment

Stormwater System Condition Assessment Services – In the areas identified by the City for stormwater system inventory, the PM will perform condition assessments using the most up-to-date version of the City's standard operating procedure (Stormwater Drainage System Condition Assessment Procedures). The condition assessment procedures include the use of a triage scoring system approach allowing the City to identify maintenance, structural, and accessibility concerns with City storm drainage system assets.

Task 7 Deliverables:

1. Condition assessment scoring for all assets included in assessed areas and compatible with the City's GIS format

Task 7 Expectations/Assumptions:

1. Woolpert will initiate the start of individual tasks at the request of the City.



Task 8 - Asset Management Plan

The PM will combine the policy statements and strategy documents into a draft Asset Management Plan framework including an overview of the program goals and objectives, executive summary, and general program guidance. As additional data is collected on individual assets, this plan will necessarily need to be updated and expanded.

Task 8 Deliverables:

1. Draft Asset Management Plan
2. Final Asset Management Plan
3. Meeting(s) with City staff and meeting minutes

Task 8 Expectations/Assumptions:

1. Woolpert will initiate the start of individual tasks at the request of the City.

Task 9 - Project Management / Other

The above activities will require routine project management needs such as project setup, scheduling, client correspondence, team management, and invoicing. This task also includes sub-consultant management and the development of progress reports if requested by the City. Other tasks may arise during the contract period. The PM will address these tasks on an as-needed basis as requested by the City. **See Part 3: Program Management and Other Services for detailed scope or work and fees associated with general project management services.**



Part 3: Program Management and Other Services

Introduction

The key to a successful program is to ensure proper project management protocol is followed during the implementation phase of the program. Communication, a succinct and a clear scope of work, and full understanding of roles and responsibilities is crucial to successful program implementation. Further, one of the measurements of the success of the overall program will be the garnering of broad based public support of the efforts to get the Program Management program completed in accordance with City and stakeholder goals and expectations.

The PM also intends to investigate opportunities to initiate a Public/Private Project (P3) delivery model for the execution of some or all the proposed capital improvement projects identified under the Program. A P3 delivery method has become popular with local, state, and federal governments to expedite project delivery as well as achieve other programmatic, social, and community goals.

Scope of Work

Task 1 - Kickoff Meeting and Program Plan Development

This project will require routine project management needs such as project setup, scheduling, client correspondence, team management, and invoicing. This task also includes sub-consultant management and the development of progress reports. Other tasks may arise during the contract period and the PM will address these tasks on an as-needed basis as requested by the City.

Kickoff Meeting - Prior to the initiation of work on the development of the program, the project team will meet with the City to discuss overall program management strategies and how they might be revised during the third work order. A key goal of the meeting will be to identify specific protocols that will be used by the PM during the implementation of the various tasks described within the scope of services. Team leaders from subs will be included in this meeting for introduction to City staff and to exchange contact information for future communications.

Task 1 Deliverables:

1. Program Management Meeting with City staff and meeting minutes
2. Draft Program Plan document outlining the management strategy and protocols to be used during the project
3. Final Program Plan document
4. Other meetings with City staff, if necessary

Task 1 Expectations/Assumptions:

1. Woolpert will initiate the start of individual tasks at the request of the City.

Task 2 – Public/Private Project (CBP3) Services

The City desires to investigate opportunities to initiate a P3 project delivery model for the execution of some or all of the proposed capital improvement projects identified under the Program. A P3 delivery method has become popular with local, state, and federal governments to expedite project delivery as well as achieve other programmatic, social, and community goals. In the first and second work orders, the PM worked with City Staff on the development of a Community-based P3 (CBP3) delivery model. A pilot project (LID-40) was selected to test the new project delivery system and to determine if other CBP3 projects could be implemented in other areas of the City.

Project Evaluation Matrix – In the first and second work order the PM performed an evaluation of stormwater projects and developed a matrix summarizing each project's ability to achieve program goals utilizing the various delivery



methods. In the third work order, the project evaluation matrix will be updated as new information specific to individual projects is gathered or submitted to the PM by the City. New project opportunities will also be added to the matrix when necessary throughout the duration of the work order.

Individual Project Implementation Services - As requested by the City, and once a delivery model has been created, the PM will coordinate with the City and private entities on individual projects to establish the P3 contractual agreement. The PM will assist in the design, permitting, easement acquisition, construction procurement and administration, business inclusion, and community outreach phases of project implementation as requested by the City. The PM will work with the contracted groups during the implementation of a project to ensure that the terms of the contract are followed and that projects are completed on schedule.

Benedict College Bioretention Bump-outs and Street Landscape Enhancement Project (LID-40) Continuation - The PM will continue to assist the City and work with Benedict College through the implementation stage of the project. Work activities may include:

- Presentation of project details and meetings with stakeholder groups (i.e. City Walk Bike, Benedict College students and staff, Parks and Recreation, Forestry and Beautification, neighborhood residents, etc.)
- Continued assistance for the City in the design, permitting, easement acquisition, construction procurement and administration, business inclusion, and community outreach phases of project implementation
- Development of a project evaluation strategy to be applied to the project and used on future CBP3 opportunities

Task 2 Deliverables:

- Meetings with City staff (meetings minutes, if necessary)
- Work sessions with project stakeholders (i.e. City staff, contractors, labor finders, etc.) during all phases of individual project implementation
- Updates to Project Evaluation Matrix, if necessary
- Establishment of P3 agreements on an individual project basis

Task 2 Expectations/Assumptions:

- Woolpert will initiate the start of individual tasks at the request of the City.

Task 3 - Public Outreach Services

An important phase of any construction project is public education and outreach. The PM will assist the City in developing individual project outreach plans, project web page content, public impact memos, key stakeholder's lists, project specific public education/outreach plans, and meeting facilitation for specific projects, as requested by the City.

Task 3.1 – Development of a Public Outreach/Public Involvement Communications Plan

The PM will coordinate and collaborate with City staff to develop and begin implementation of a comprehensive Public Outreach/Public involvement Communications Plan for the Program initiative. The Communications Plan will be designed to inform and engage key stakeholders and the public and will be dependent upon the use of a variety of both traditional and innovative tools and communication strategies. The PM will hold a preliminary meeting to determine the public outreach/public involvement expectations of the City and to further identify the key components and strategy of the plan. A draft plan will be developed and presented to the City for comment. A final plan will be drafted and submitted at the City's request.



Task 3.2 – Development of the Program Web Page

In the first and second work orders, the PM collaborated with City staff in the development of a web page for relating information and content regarding the introduction and ongoing progress of the Program. In the third work order, collaboration will be needed with the City's Clean Water 2020 staff to ensure the website stays up-to-date with current project information.

SharePoint Website Development – In the negotiation meeting, the City expressed an interest in utilizing the SharePoint platform that was developed as a part of the City's Clean Water 2020 Program. The PM will work with the City's Engineering Administrator to identify functionalities that exist within the current SharePoint platform that can be beneficial in managing parts of the Project. The PM will work with the Engineering Administrator to develop or add to the existing platform the functionality to manage parts of the Project, as necessary.

Task 3.3 – Public Impact of individual Stormwater Projects

The PM, in collaboration with City staff, will examine the potential public impact of each of the projects included in the Program and develop categories of public outreach and engagement for each of the projects. Since different outreach efforts will be needed based on the type and complexity of the individual projects, the PM will develop this list as a way of projecting the level of public involvement effort over the course of the three to five-year program. A memo describing the public impact of individual projects will be developed and submitted to the City.

Task 3.4 – List of Key Stormwater Program Stakeholders

The PM will develop a list of key stakeholders that may need to be informed about the status of the program on a continuous basis. This list may include businesses and residential community leaders in the potential impacted areas, City Council members, County Council members or other elected officials, EMS services, School District Transportation officials, etc. Although this list may become more refined and extended for individual projects, the list will be developed at the beginning of project implementation and will be used to keep key Stakeholders informed throughout the life of the program.

Task 3.5 – Project Related Public Outreach/Involvement Plans

The PM will develop and begin implementation of individual Public Outreach/Public Involvement Communication plans for any design or construction projects that are assigned to the PM and that are started during the first six-month contract period. These plans will be developed upon the request of the City and submitted to the City for review and approval.

Task 3.6 – Community Meeting Facilitation

At the request of the City, the PM will facilitate public meetings for individual design and construction projects. This may include ensuring that logistical arrangements, meeting notices and advertisements as well as documentation for all public meetings and public hearings, including responses to comments from the public, are completed efficiently and to the satisfaction of City staff and City Council.

Task 3 Deliverables:

1. Overall Public Outreach/Public Involvement Communications Plan for the Program
2. Program logo
3. Assistance in development of the Program webpage
4. Report identifying the Public Impact of individual stormwater projects
5. List of Key Program Stakeholders
6. Individual project related public outreach/public involvement plans
7. Public meeting facilitation services for individual stormwater projects



8. Meeting(s) with City staff and meeting minutes

Task 3 Expectations/Assumptions:

1. Woolpert will initiate the start of individual tasks at the request of the City.

Task 4 - Project Administration

This project will require routine project management needs such as project setup, scheduling, client correspondence, team management, and invoicing. This task also includes sub-consultant management and the development of progress reports. Other tasks may arise during the contract period and the PM will address these tasks on an as-needed basis as requested by the City.

Monthly Status Meetings - Monthly status meetings shall be held by the City's Project Manager and the PM during the Project. Items discussed during the monthly status meetings include, but are not limited to, progress reports, invoices, technical/policy interpretations, anticipated project goals/challenges, etc. The meetings may also be used to present, discuss, and/or review work-in-progress as required by the City's Project Manager. The PM shall prepare and submit minutes of these meetings and/or action items developed during the meetings to the City's Project Manager within one (1) week of the meeting. The PM or City's Project Manager shall schedule the meetings. The City's Project Manager reserves the right to cancel or call for additional meetings as deemed necessary.

City Council Interaction - A key to implementing a successful stormwater program is ensuring the buy in of City Council members by educating them on aspects of the Stormwater Program. The PM will be available for meetings, work sessions, and council meetings as requested by the City.

Fiscal Year 2022/2023 Work Plan – Considering the goals and accomplishments achieved while completing this scope of services, the PM will work with City staff to develop a detailed work plan for the 2021/2022 fiscal year. The work plan will span from **July 1, 2022 through June 30, 2023** and will include a fee estimate for each task.

Task 4 Deliverables:

1. Project team meetings will be conducted throughout the duration of the project
2. Meeting minutes for monthly status meetings
3. Includes preparation of monthly progress reports
4. Personnel planning, scheduling, budget control monitoring
5. Subconsultant coordination

Task 4 Expectations/Assumptions:

1. Woolpert will initiate the start of individual tasks at the request of the City.

Task 5 - Other Duties as Assigned

During the project term tasks related to the implementation of the City's Stormwater Management Program, and not identified in this scope of services, may be requested by the City. Fee estimates and schedules for completing these tasks will be developed as they are assigned to the PM.

Task 5.1 – Technical Support and On-Call GIS Services

The PM will provide GIS technical support consulting services to assist the City with the management and maintenance of the City's GIS datasets. Assistance will be provided through phone calls, meetings with various City departments and other key personnel, and technical memoranda. Tasks will be completed on an as-needed basis and will include but are not limited to the following:



- Design, implementation, maintenance and repair of the City's GIS datasets
- Planning for future expansion requirements
- Data analysis
- Report generation
- Meetings regarding GIS related matters

Geodatabase Review Services – When the need arises the PM will review geodatabases submitted from outside consultants that are collecting inventory and condition assessment data for the City. This task will include coordinating with City Staff to verify the inclusion/paring of the data into existing software the City uses various purposes (i.e. tracking work orders, scheduling maintenance activities, etc.)

Task 5 Deliverables:

1. On Call Service – assistance will be provided on an as-needed basis
2. Meeting attendance

Task 5 Expectations/Assumptions:

1. Woolpert will initiate the start of individual tasks at the request of the City.



Fee Estimate

Task	Fee Estimate
Part 1: Capital Improvement Project (CIP) Services	
Task 1 Project Identification / Prioritization	\$20,000
Task 2 Concept Plan Development	\$5,000
Task 3 Construction Plan Review and Approval	\$5,000
Task 4 Project Permitting	\$5,000
Task 5 Construction Administration/Inspections/Project Closeout	\$30,000
Task 6 Maintenance Easement Review and Acquisition Services	\$25,000
Part 1 Total Fee/Schedule:	\$90,000
Part 2: Asset Management Program Services	
Task 1 Goal Setting	NA
Task 2 Asset Criticality	\$10,000
Task 3 Inventory Assessment	\$371,000
Task 4 Policy Development	\$10,000
Task 5 Strategy Documents	\$10,000
Task 6 Field Data Collection Procedures	\$15,000
Task 7 Condition Assessment	\$371,000
Task 8 Asset Management Plan	\$60,000
Part 2 Total Fee/Schedule:	\$847,000
Part 3: Program Management and Other Services	
Task 1 Kickoff Meeting and Program Plan Development	\$3,000
Task 2 Public / Private Project (P3) Services	\$50,000
Task 3 Public Outreach Services	\$30,000
Task 4 Project Administration	\$250,000
Task 5 Other Duties as Assigned	\$200,000
Part 3 Total Fee/Schedule:	\$533,000
Reimbursable Expense:	\$30,000
Total Fee/Schedule:	\$1,500,000



Department of Procurement and Contracts

Request for Contract Amendment

Project Name:	SD8450-01
Project Description:	Program Management for Stormwater Bond
Funding Source:	5549999-SD845001-658650
Budgeted Amount	\$5,015,115.00
Purchase Order #	PO180619
Firm / Point of Contact	Woolpert (Trevor Gauron)
Firm's Corporate Headquarters:	P.O. Box 714874 Cincinnati, OH 45271-4874
Firm's Local Branch	2000 Center Point Road – Suite 2200 Columbia SC 29210
City Council Districts this Project Impacts:	All Districts
City of Columbia Project Manager:	Wesley Harrison
Current Contract Amount:	\$4,015,115.00

Contract Amendment Type:
☐ No Cost, Time Extension – *End Date:*
☒ Time Extension – *End Date:*

 December 31st 2021

☒ Funding Increase – *Amount:*

\$1,500,000

☐ Administrative Amendment – *Purpose:*
☒ Revised Scope of Work

Amendment Justification: Justification Provided Below; or Attached (*Justification must include a statement as to why the services could not be completed under the current timeframe or approved funding*) : ☒ Yes ☐ No

Office of Business Opportunities (OBO) Goals

Did the Prime Contractor meet small business, Columbia Disadvantaged Business Enterprise (CDBE), or Mentor Protégé Project (MPP) Plan goals, if applicable? ☒ Yes ☐ No ☐ N/A

If the Prime Contractor did not meet small business, CDBE, or MPP plan goals, did you provide an explanation from the Contractor on how they plan to meet the goals? ☐ Yes ☐ No ☒ N/A

If adding new Subconsultant/Subcontractor, has OBO approved the new Subcontractor Business Information Record (SBIR)? Provide updated record, if applicable. ☐ Yes ☐ No ☒ N/A

If adding Subconsultants/Subcontractors, did OBO approve the updated Mentor Protégé Project (MPP) Plan or other OBO program plan, if applicable. Provide updated plan. : ☐ Yes ☐ No ☒ N/A

OBO Statement for the Amendment:



Department of Procurement and Contracts

Request for Contract Amendment

OBO has reviewed this time extension, funding Increase, and revised scope of work contract amendment. The CDBE project goal of 20% is being exceed at 33% with a contract amount of \$4,015,115.00. The CDBE Goal of 20% or higher must be maintained throughout the duration of the total project and is based on total contract amount. If the Amendment is approved the CDBE goal of 20% will be based off of the new contract amount of \$5,515,115.00.

OBO Signed and Dated: *Juliet M Nelly* 10/27/2020

CA#2 Woolpert SD8450 Stormwater Bond Prog. Mgmt. Serv.
Subcontractor Funding Distribution

OBO Verification	Contract/Amendment Amount	Prime Contractor (Woolpert) Amount	Woolpert Percentage%	Chao Amount	Chao Percentage%	PJ Noble Amount	PJ Noble Percentage%	4D Engineering Amount	4D Engineering Percentage%	HDR, Inc. Amount	HDR, Inc. Percentage %	WE3 Consultants Amount	WE3 Consultants Percentage%	TOTAL AMOUNT	TOTAL
Original Contract	\$ 1,015,115.00	\$ 667,433.71	65.75%	\$ 132,921.67	13.09%	\$ 31,997.00	3.15%	\$ 144,957.55	14.28%	\$ 37,805.07	3.72%	\$ -	0.00%	\$ 1,015,115.00	100.0
Contract Amendment #1	\$ 3,000,000.00	\$ 2,101,883.44	70.06%	\$ 413,377.74	13.78%	\$ 88,522.35	2.95%	\$ 378,634.69	12.62%	\$ 17,581.78	0.59%	\$ -	0.00%	\$ 3,000,000.00	100.0
This Change Contract Amendment #2	\$ 1,500,000.00	\$ 1,200,000.00	80.00%	\$ 150,000.00	10.00%	\$ 25,000.00	1.67%	\$ 100,000.00	6.67%	\$ 10,000.00	0.67%	\$ 15,000.00	1.00%	\$ 1,500,000.00	100.0
*Revised Contract Amount/Percentage	\$ 5,515,115.00	\$ 3,969,317.15	71.97%	\$ 696,299.41	12.62%	\$ 145,519.35	2.64%	\$ 623,592.24	11.31%	\$ 65,386.85	1.19%	\$ 15,000.00	0.27%	\$ 5,515,115.00	100.0

*Amounts/Percentages should be two (2) decimal places

Contract

City of Columbia, South Carolina

Hyatt Park Improvements – Phase I

BID016-20-21-CE

This Contract is made by and between City of Columbia, South Carolina, hereinafter called Owner, and **AOS Specialty Contractors, Inc.** with legal address and principal place of business at **1224 Two Notch Road, Lexington, SC 29073**, hereinafter called Contractor. Owner and Contractor in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1. WORK.

1.1 Contractor shall perform the Work as specified or indicated in the Contract Documents.

ARTICLE 2. ENGINEER.

2.1 The Project has been designed by **Kenneth B. Simmons Associates, LLC.**

ARTICLE 3. CONTRACT TIME.

3.1 The Contract Time shall be **one hundred eighty (180)** consecutive calendar days from the commencement date as defined in the Notice to Proceed (NTP) to fully complete the amount of work herein contemplated.

3.2 Contractor agrees that the Work shall be prosecuted regularly, diligently and uninterruptedly and at such rate of progress as will insure full completion thereof within the Contract Time stated above. It is expressly understood and agreed, by and between Contractor and Owner that the Contract Time is reasonable for the completion of the Work, taking into consideration the average climatic range and usual industrial conditions prevailing in this locality.

ARTICLE 4. CONTRACT PRICE.

4.1 Owner will pay Contractor for performance of the Work in accordance with the Contract Documents in current funds at the contract price agreed upon in the Contractor's Bid Form attached to this Contract which establishes the contract price as **One Million Four Hundred Ninety-Eight Thousand Five Hundred Fifty-Four Dollars and Sixty Cents (\$1,498,554.60).**

ARTICLE 5. APPLICATIONS FOR PAYMENT

5.1 Contractor shall submit Applications for Payment in accordance with Part 15 General Specifications of the City's Engineering Regulations. Applications for Payment will be processed as provided in the Conditions of the Contract.

ARTICLE 6. PROGRESS AND FINAL PAYMENTS

6.1 Owner will make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment, monthly during construction as provided below. All progress payments will be on the basis of the progress of the Work measured by the schedule of values provided for in the General Specifications.

6.2 Upon final inspection and acceptance of the Work, in accordance with Part 15 General Specifications, Owner will pay the remainder of the Contract Price.

ARTICLE 7. LIQUIDATED DAMAGES

7.1 Owner and Contractor recognize that time is of the essence of this Contract and that Owner will suffer financial loss if the Work is not completed within the Contract Time (and specific milestones) specified in Article 3 above, plus any extensions thereof allowed. They also recognize the delays, expense and difficulties involved in proving, in a legal proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner **Two Hundred Fifty Dollars and Zero Cents (\$250.00)** per day for each calendar day of delay until the Work is complete.

7.2 This liquidated damages provision is non-exclusive and not intended to limit Owner's remedy for breach of this Contract or delay in Contract Times.

ARTICLE 8. ASSURANCE

8.1 Contractor has familiarized himself with the nature and extent of the Contract Documents, Work, locality, and with all local conditions and Federal, State and local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the Work.

8.2 Contractor has studied carefully all reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress or performance of the Work that were relied upon by Engineer in the preparation of the Drawings and Specifications and which have been identified in Contract Documents.

8.3 Contractor has made or caused to be made examinations, investigations and tests and studies of such reports and related data [in addition to those referred to in the above paragraph] as Contractor deems necessary for the performance of the Work at the Contract Price within the Contract Time and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, tests, reports or similar data are or will be required for such purposes.

8.4 Contractor has correlated the results of all such observations, examinations, investigations, tests, reports and data with the terms and conditions of the Contract Documents.

8.5 Contractor has given Engineer written notice of any conflict, error or discrepancy that Contractor has discovered in the Contract Documents and the written resolution thereof by Engineer is acceptable to Contractor.

8.6 Contractor agrees that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the Work.

ARTICLE 9. CONTRACT DOCUMENTS.

9.1 Contractor agrees, under the terms as stated in the Specifications and Contract Documents and at his/its/their own proper cost and expense, to furnish all the materials, supplies, machinery, equipment, tools superintendence, labor, insurance, and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in the Proposal, the Instructions to Bidders, the General Conditions of the Contract or General Specifications, the construction specifications, provisions of the Contract Documents, the plans, which include all maps, plats, blue prints, and other drawings and printed or written explanatory matter thereof.

9.2 The Contract Documents that comprise the Contract between Owner and Contractor are attached hereto and made a part hereof and consist of the following:

9.2.1 Invitation For Bid.

9.2.2 Instructions To Bidders.

9.2.3 Bid Form.

9.2.4 This Contract.

9.2.5 Performance and Payment Bond.

9.2.6 Part 15 "General Specifications", Conditions of Federal Funding and Federal Labor Standards Provisions for Contractors, and Section 3 Compliance Plan.

9.2.7 Drawings.

9.2.8 Special Provisions.

9.2.9 Specifications (as listed in the Table of Contents).

9.2.10 Addendum number 1, inclusive.

9.2.11 Any modification, including Change Orders, duly delivered after execution of Contract.

ARTICLE 10. TERMINATION

The City shall, at its sole option and discretion, have the right to terminate this contract for any reason whatsoever by providing the Contractor with a notice of termination to be sent by registered mail, return receipt requested. Whenever the Contractor is terminated for convenience under this clause or is wrongfully terminated under any other clause of this contract, the Contractor shall only be entitled to the actual direct costs of all labor and material expended on the job prior to the effective date of the termination plus 15% or the Contractor shall be entitled to be paid a pro-rate percentage of the total contract price which is equal to its percent of completion, whichever of the two methods provides the lowest sum to be paid to the Contractor. In no event shall the Contractor be entitled to anticipatory profit or damages for any termination under this clause. In no event shall the Contractor be entitled to assert a claim in quantum meruit or any other measure of damages other than that stated herein.

ARTICLE 11. MISCELLANEOUS

11.1 Terms used in this Contract that are defined in Part 15 General Specifications shall have the meanings assigned in the Conditions of the Contract.

11.2 Neither Owner nor Contractor shall, without the prior written consent of the other, assign or sublet in whole or in part any interest under any of the Contract Documents; and, specifically but without limitation, Contractor shall not assign any monies due or to become due without the prior written consent of Owner. In case Contractor assigns all or any part of any monies due or to become due under this Contract, the instrument of assignment shall contain a clause substantially to the effect that it is agreed that the right of the assignee in and to any monies due or to become due to Contractor shall be subject to prior claims of all persons, firms and corporations for services rendered or materials supplied for the performance of the Work called for in this Contract.

11.3 Owner and Contractor each binds himself, his partners, successors, assigns and legal representatives in respect to all covenants, Contracts and obligations contained in the Contract Documents.

11.4 The Contract Documents constitute the entire Contract between Owner and Contractor and may only be altered, amended or repealed by a Modification.

11.5 This Contract does not commit the City of Columbia to pay for any pre-bid costs. Any costs associated with IFB preparation, pre-bid conferences and any other activity prior to award of a contract shall be at the sole expense of the bidder(s). Rooms, meals, travel, telephone, data processing, administrative and clerical costs associated with the project shall be at the bidder's expense.

This Contract is subject to the final approval of Council and shall become effective on the date listed on the subsequent Notice to Proceed (NTP) and City of Columbia Purchase Order. The Contractor shall not perform work on or incur any costs associated with this contract prior to the commencement date listed on the Notice to Proceed and the City issued purchase order for work outlined herein. The City assumes no liability for any expenses incurred prior to the issuance of the NTP and purchase order.

Space Intentionally Left Blank

Contractor
AOS Specialty Contractors, Inc.

BY

(CORPORATE SEAL)

Attest

Address for giving notices:

Date: _____

Owner
City of Columbia, SC

BY

Teresa Wilson, City Manager

Attest

Address for giving notices:

Department of Procurement and Contracts

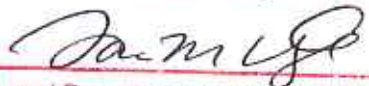
1800 Main Street, 2nd Floor

Columbia, SC 29201

Date: _____

Note: If Contractor is a corporation, an affidavit giving the principal the right to sign the Contract must accompany the executed Contract.

APPROVED AS TO FORM


 Legal Department City of Columbia, SC

Attachment: Contract approved by Legal (6386 : Hyatt Park Improvements - Phase I)

Business Information Record for Subconsultants/Subcontractors

The Bidder shall list all subcontractors and vendors, who will be providing subcontracting services, furnishing materials, for this project. The list shall be submitted in the format provided below. Any proposed changes from the list shall be submitted in writing to the Owner prior to initiation of any action, with the reason for proposed changes.

MUST BE TYPED AND REFLECT ONLY THOSE PROVIDING A SERVICE “NO LINE STRIKE THROUGH”

Business Name (as shown on W9 or SAM.gov) / DUNS # & CAGE #	City of Columbia Vendor Number	Services and/or Materials Provided	Cost of Services and/or Material (\$ Value)	Percentage of Total Contract	MBE, WBE, SBE, DBE, LBE, CDBE (indicate all that apply)	Minority Association Code (If applicable - Use 2 letter Code See Key Below)
Coogler Construction, Inc.		Grading, streambed, stream daylighting & restoration, demo & clearing	\$403,915.00	27 %		
Henry Chason Landscaping, LLC DUNS# 084740963	7000072231	Landscaping & irrigation material, seeding & sodding, riparian plantings	\$142,345.00	9.5 %	Richland County 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: \$ 546,260.00

TOTAL CONTRACT AMOUNT: \$ 1,498,554.60

I certify this information is true, correct, complete and active.

Business Name: AOS Specialty Contractors, Inc.

Representative Name/Title: Mike LaCola/Estimator

Date: November 17, 2020

Event Number	BID016-20-21-CE Addendum 1	Organization	City of Columbia, SC
Event Title	Hyatt Park Improvements - Phase I	Workgroup	Purchasing
Event Description	A non-mandatory but highly recommended	Event Owner	Ciera Ellis
Event Type	IFBs	Email	ciera.ellis@columbiasc.gov
Issue Date	11/3/2020 07:37:20 AM (ET)	Phone	(803) 545-3476
Close Date	11/17/2020 10:00:00 AM (ET)	Fax	

Responding Supplier	City	State	Response Submitted	Lines Responded	Response Total
Summary					
AOS Specialty Contractors, Inc.	Lexington	SC	11/17/2020 09:20:03 AM (ET)	2	\$1,713,725.10
Hammer Construction, LLC	Columbia	SC	11/17/2020 09:22:52 AM (ET)	2	\$1,978,459.00
L-J, Inc.	Cayce	SC	11/17/2020 09:50:34 AM (ET)	2	\$2,211,251.90
Base Bid Total					
AOS Specialty Contractors, Inc.	Lexington	SC	11/17/2020 09:20:03 AM (ET)	2	\$1,498,554.60
Hammer Construction, LLC	Columbia	SC	11/17/2020 09:22:52 AM (ET)	2	\$1,710,299.00
L-J, Inc.	Cayce	SC	11/17/2020 09:50:34 AM (ET)	2	\$1,829,911.90
Add Alternates (Items 33-43) Total					
AOS Specialty Contractors, Inc.	Lexington	SC	11/17/2020 09:20:03 AM (ET)	2	\$215,170.50
Hammer Construction, LLC	Columbia	SC	11/17/2020 09:22:52 AM (ET)	2	\$268,160.00
L-J, Inc.	Cayce	SC	11/17/2020 09:50:34 AM (ET)	2	\$381,340.00



CITY COUNCIL

November 17, 2020 at 2:00pm

Virtual Meeting Using Video Conferencing Technology, Columbia, SC

Zoning Text Amendment Case Summary **Amend §17-253- -DD (design/development)/City Center Design/Development Guidelines**

Proposal:	Amend Sec. 17-253 of the Columbia Code of Ordinances (-DD design/development) to amend the City Center Design/Development Guidelines to delete Section 3.5.4 (Site Plan Review).
Pertinent Sections:	Chapter 17, Article III, Division 8, Amend §17-253- -DD (design/development) and City Center Design/Development Guidelines
Applicant:	Councilman Daniel Rickenmann, Columbia City Council
Staff Recommendation:	Approval
PC Recommendation:	11/02/2020; Approval (8-0)
ZPH, 1 st Reading:	11/17/2020; Pending
2 nd Reading:	12/01/2020; Pending

PROPOSED ZONING TEXT SUMMARY

This request is to amend the City Center Design Guidelines to remove the provision that delegates Site Plan Review within the -DD area from the Planning Commission to the Design/Development Review Commission (D/DRC). This will provide a clear demarcation of review roles: design review for the D/DRC and site development review with the Planning Commission.

Sec. 17-253. - -DD design/development area.

The -DD area is intended to protect the area identified as "City Center" which is undergoing redevelopment and revitalization from incompatible land uses and influences which do not complement or promote the high-intensity mixed use character of the area. It is also the intent that new developments within the -DD area are coordinated to ensure that the land use, pedestrian environment, urban design, open space, signs, street scape and traffic circulation are sensitive to and implement the overall objectives and concept of the applicable redevelopment plan. Development within the -DD area must comply with design guidelines set forth in this Code and in the publication "City Center Design/Development Guidelines, Final Report, September 1, 1998," LDR International, Inc. Consultants, and any amendments thereto.

The -DD area consists of approximately 1,400 acres in the area bounded as follows: on the North by Elmwood Avenue, east by Pickens Street, South by Blossom Street, and West by the Congaree River. Any lot of record which fronts or abuts Elmwood, Pickens or Blossom within the area described above shall be deemed to fall within the -DD area.

STAFF RECOMMENDATION

Staff recommends City Council approval of the changes to the Official Zoning Code.

Attachment: TA-2020-0004_DDGuidelinesPKT (6304 : TA - Amend §17-253- -DD guidelines to remove site plan review)

Sec. 17-253. - -DD design/development area.

The -DD area is intended to protect the area identified as "City Center" which is undergoing redevelopment and revitalization from incompatible land uses and influences which do not complement or promote the high-intensity mixed use character of the area. It is also the intent that new developments within the -DD area are coordinated to ensure that the land use, pedestrian environment, urban design, open space, signs, street scape and traffic circulation are sensitive to and implement the overall objectives and concept of the applicable redevelopment plan. Development within the -DD area must comply with design guidelines set forth in this Code and in the publication "City Center Design/Development Guidelines, Final Report, September 1, 1998," LDR International, Inc. Consultants, and any amendments thereto.

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3.3.1	Design/Development Review Commission (Board of Architectural Review)	3-0
3.3.2	Design/Development Staff Support and Review	3-3
3.3.3	Design/Development Technical Advisory Committee	3-4
3.4	REVIEW PROCESS	3-5
3.4.1	Process Steps	3-6
3.4.2	Review Schedule/Involvement	3-10
3.4.3	Relationship of Design/Development Review to Other Project Review	3-10
3.5	RELATIONSHIP OF D/D REVIEW TO OTHER PROCESSES/ REGULATIONS	3-10
3.5.1	Comprehensive Plan	3-11
3.5.2	Zoning	3-11
3.5.3	Landmarks Commission	3-11
3.5.4	Site Plan Review	3-12
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CHAPTER 4: GUIDELINES FOR PUBLIC DEVELOPMENT

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Proponents of new construction, demolition, or placement of signs within these districts must obtain a "certificate of design approval" from the Landmarks Commission. For minor projects, certificates can be issued by City staff, but major projects must go before a public hearing of the Commission. Appeals of staff decisions are heard by the Commission, and appeals of Commission decisions are heard by "a court of competent jurisdiction."

The Landmarks Commission evaluates projects for compliance with the provisions of the City's *Urban Design and Historic Preservation (Landmarks) Regulations* (Section 6-0811 of the City Code). These provisions describe a series of non-binding design criteria that generally outline the desired characteristics of projects. For the Gervais Street Historic Commercial District, the City has also adopted design guidelines "to be used in an advisory capacity only."

As discussed earlier in this report, the current functions of the Landmarks Commission would be absorbed by the newly-created Design/Development Review Commission. The D/DRC would continue to administer the existing Landmarks Ordinance and new design guidelines provisions in the zoning ordinance. In doing so, the Commission would essentially "wear two different hats" in reviewing projects in the five preservation districts for compliance with Landmarks Ordinance and the City Center Design/Development Guidelines, respectively. The Landmarks ordinance would take precedence over the Design/Development Guidelines if in conflict.

3.5.4 Site Plan Review

~~Site plan review in Columbia is handled by the City's Planning Department, which has authority to approve site plans for building projects of 25,000 square feet or less; larger projects must go before the City's Planning Commission. Once applications are accepted, the Planning Department has 10 days to review the project, including evaluation of the site plan and preparation of a staff report for the Planning Commission. The Commission may then approve, approve with conditions, or deny the project. Planning Commission decisions are appealable to the circuit court, not the City Council.~~

~~Within City Center, the D/DRC and Design/Development Review staff will assume responsibility for site plan review. This would streamline the overall development review process. Building inspections, fire, floodplain, traffic and other reviews that may need to be performed would still be completed by the respective City departments, however, a Design/Development Coordinator will provide assistance by expediting the development through this process.~~

ORDINANCE NO.: 2020-100

*Amending Chapter 17, Planning, Land Development and Zoning of the
1998 Code of Ordinances of the City of Columbia, South Carolina,
Sec. 17-253 -- DD design/development area*

BE IT ORDAINED by the Mayor and City Council of the City of Columbia, South Carolina this ____ day of _____, 2020 that the 1998 Code of Ordinances of The City of Columbia, Chapter 17, Planning, Land Development and Zoning of the 1998 Code of Ordinances of the City of Columbia, South Carolina, Sec. 17-253 -- DD design/development area, is hereby amended to read as follows:

Sec. 17-253. - -DD design/development area.

The -DD area is intended to protect the area identified as "City Center" which is undergoing redevelopment and revitalization from incompatible land uses and influences which do not complement or promote the high-intensity mixed use character of the area. It is also the intent that new developments within the -DD area are coordinated to ensure that the land use, pedestrian environment, urban design, open space, signs, street scape and traffic circulation are sensitive to and implement the overall objectives and concept of the applicable redevelopment plan. Development within the -DD area must comply with design guidelines set forth in this Code and in the publication "City Center Design/Development Guidelines, Final Report, September 1, 1998," LDR International, Inc. Consultants, **and any amendments thereto.**

The -DD area consists of approximately 1,400 acres in the area bounded as follows: on the North by Elmwood Avenue, east by Pickens Street, South by Blossom Street, and West by the Congaree River. Any lot of record which fronts or abuts Elmwood, Pickens or Blossom within the area described above shall be deemed to fall within the -DD area.

Requested by:

Assistant City Manager Gentry

Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:



Senior Assistant City Attorney

City Clerk

Introduced:

Final Reading:

Last revised: 10/15/2020
20006993

Attachment: 2020-100 amend Sec 17-253 --DD design development area (6304 : TA - Amend \$17-253 - DD guidelines to remove site plan review)

ORDINANCE NO.: 2020-107

*Consenting to the Inclusion of Property in a Multi-County Industrial/Business Park
(Gable Oaks Affordable Housing, 5530 Randall Avenue and 901 Colleton Street,
Richland County TMS #11705-03-01 and 11706-11-03)*

WHEREAS, Richland County desires to enlarge the boundaries of a joint county industrial and business park (the "Park") of Richland and Fairfield Counties (together, the "Counties") created pursuant to that certain Amended and Restated Master Agreement Governing the I-77 Corridor Regional Industrial Park dated as of September 1, 2018, as amended, delivered pursuant to Section 4-1-170, Code of Laws of South Carolina 1976, as amended (the "Code"), in order to locate certain parcels of real property in Richland County therein; and

WHEREAS, the parcels described in the attached Exhibit A (the "Parcels") are located within the corporate limits of the City of Columbia (the "City") and are among the parcels of land that the Counties desire to include within the Park in accordance with the Infrastructure Credit Agreement attached hereto as Exhibit B; and,

WHEREAS, pursuant to Section 4-1-170(C) of the Code, the City must consent to the inclusion of the Parcels in the Park; NOW, THEREFORE,

BE IT ORDAINED by the Mayor and City Council this ____ day of _____, 2020, that the City hereby consents to the inclusion of the Property in the Park pursuant to all requirements of South Carolina law, including Section 4-1-170(C) of the Code.

The City Manager is authorized to execute any documents, and take any further action as may be reasonably necessary to further the intent of this Ordinance. Any prior ordinance, resolution or order, the terms of which are in conflict with this Ordinance, is, only to the extent of that conflict, repealed.

Requested by:

Assistant City Manager Gentry _____

Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:


Deputy City Attorney

City Clerk

First Reading:

Second Reading:

ORDINANCE NO.: 2020-107
EXHIBIT A
DESCRIPTION OF PROPERTY

PARCEL A

ALL THAT CERTAIN PIECE, PARCEL OR LOT OF LAND, WITH IMPROVEMENTS THEREON, LYING AND BEING IN RICHLAND COUNTY, STATE OF SOUTH CAROLINA, AND BEING MORE FULLY SHOWN AND DESIGNATED ON THAT CERTAIN SURVEY OF PARCEL A AND PARCEL B, PREPARED FOR SUNTRUST BANK, ATLANTA, ASHLEY II LIMITED PARTNERSHIP, AND FIRST AMERICAN TITLE INSURANCE COMPANY BY W.K. DICKSON DATED MARCH 10, 1999 AND RECORDED IN THE OFFICE OF THE REGISTER OF DEED FOR RICHLAND COUNTY IN RECORD BOOK 287, AT PAGE 2165; DESIGNATED AS PARCEL "A" CONTAINING 232,218 SQ. FT. OR 5.33 ACRES, MORE OR LESS, SUCH PARCEL HAVING SUCH BOUNDARY AND MEASUREMENTS AS SHOWN ON THE DESCRIBED SURVEY, WHICH IS SPECIFICALLY INCORPORATED HEREIN BY REFERENCE.

BEGINNING AT A #5 REBAR IPF AT THE INTERSECTION OF SOUTHERLY MARGIN OF THE RIGHT-OF-WAY OF RANDALL AVENUE AND THE WESTERLY MARGIN OF THE RIGHT-OF-WAY OF COLLETON AVENUE, SAID POINT BEING THE POINT OF BEGINNING; THENCE WITH SAID WESTERLY MARGIN SOUTH 34°57'58" EAST, A DISTANCE OF 249.70 FEET TO A #5 REBAR IPF; THENCE DEPARTING SAID WESTERLY MARGIN AND PROCEEDING WITH THE COMMON LINE WITH THE LANDS OF KATHLYN L. SCHAFER SOUTH 54°54'39" WEST, A DISTANCE OF 139.87 FEET TO A 1/2" PIPE IPF; THENCE WITH SAID COMMON LINE SOUTH 32°26'31" EAST, A DISTANCE OF 49.54 FEET TO A 1" PIPE IPF AT THE INTERSECTION OF SAID COMMON LINE WITH THE COMMON LINE OF COLLEGE PLACE SUBDIVISION; THENCE WITH SAID COMMON LINE THE FOLLOWING SEVEN COURSES AND DISTANCES; SOUTH 65°28'02" WEST, A DISTANCE OF 17.14 FEET TO A 1" PIPE IPF; SOUTH 65°22'40" WEST, A DISTANCE OF 300.02 FEET TO A 1" PIPE IPF; SOUTH 65°23'21" WEST, A DISTANCE OF 244.89 FEET TO A #5 REBAR IPF; SOUTH 65°06'13" WEST, A DISTANCE OF 104.17 FEET TO A 1/2" REBAR IPF; SOUTH 65°44'50" WEST, A DISTANCE OF 49.82 FEET 1/2" ROD IPF; SOUTH 65°24'07" WEST, A DISTANCE OF 99.72 FEET 3/4" PIPE IPF; SOUTH 64°43'34" WEST, A DISTANCE OF 120.02 FEET TO A #5 REBAR IPF AT THE INTERSECTION OF SAID COMMON LINE WITH THE EASTERLY MARGIN OF THE RIGHT-OF-WAY OF ASHLEY STREET; THENCE WITH SAID EASTERLY MARGIN NORTH 26°53'11" WEST, A DISTANCE OF 133.07 FEET TO A #5 REBAR IPF AT THE INTERSECTION OF SAID EASTERLY MARGIN WITH THE SOUTHERLY MARGIN OF THE RIGHT-OF-WAY OF RANDALL AVENUE; THENCE WITH SAID RIGHT-OF-WAY NORTH 54°58'20" EAST, A DISTANCE OF 1,044.18 FEET; TO A #5 REBAR BEING THE POINT OF BEGINNING.

PARCEL B

ALL THAT CERTAIN PIECE, PARCEL OR LOT OF LAND, WITH IMPROVEMENTS THEREON, LYING AND BEING IN RICHLAND COUNTY, STATE OF SOUTH CAROLINA, AND BEING MORE FULLY SHOWN AND DESIGNATED ON THAT CERTAIN SURVEY OF PARCEL A AND PARCEL B, PREPARED FOR SUNTRUST BANK, ATLANTA, ASHLEY II LIMITED PARTNERSHIP, AND FIRST AMERICAN TITLE INSURANCE COMPANY BY W.K. DICKSON DATED MARCH 10, 1999 AND RECORDED IN THE OFFICE OF THE REGISTER OF DEED FOR RICHLAND COUNTY IN RECORD BOOK 287, AT PAGE 2165; DESIGNATED AS PARCEL "B" CONTAINING 260,021 SQUARE FEET OR 5.97 ACRES, MORE OR LESS, SUCH PARCEL HAVING SUCH BOUNDARY AND MEASUREMENTS AS SHOWN ON THE DESCRIBED SURVEY, WHICH IS SPECIFICALLY INCORPORATED HEREIN BY REFERENCE.

BEGINNING AT A #5 REBAR IPF AT THE INTERSECTION OF THE WESTERLY MARGIN OF THE RIGHT-OF-WAY OF COLLETON AVENUE AND THE NORTHERLY MARGIN OF THE RIGHT-OF-WAY OF RANDALL AVENUE, SAID POINT BEING THE POINT OF BEGINNING; THENCE WITH SAID NORTHERLY MARGIN SOUTH 54°58'58" WEST, A DISTANCE OF 490.05 FEET TO A #5 REBAR IPF AT THE INTERSECTION OF SAID NORTHERLY MARGIN AND THE EASTERLY MARGIN OF THE RIGHT-OF-WAY OF CARTERET STREET; THENCE WITH SAID EASTERLY MARGIN NORTH 35°01'19" WEST, A DISTANCE OF 524.95 FEET TO A 1" PINCH TOP IPF; THENCE DEPARTING SAID EASTERLY MARGIN AND PROCEEDING WITH THE COMMON LINE WITH THE LANDS OF BELMONT SUBDIVISION NORTH 54°58'41" EAST, A DISTANCE OF 499.85 FEET TO A 1-1/2" PIPE IPF AT THE INTERSECTION WITH THE WESTERLY MARGIN OF THE RIGHT-OF-WAY OF COLLETON AVENUE; THENCE WITH SAID WESTERLY MARGIN THE FOLLOWING THREE COURSES AND DISTANCES: SOUTH 35°03'14" EAST, A DISTANCE OF 279.98 FEET TO A #5 REBAR IPF; SOUTH 55°02'58" WEST, A DISTANCE OF 10.00 FEET TO A #5 REBAR IPF; SOUTH 35°01'58" EAST, A DISTANCE OF 245.02 FEET TO A #5 REBAR BEING THE POINT OF BEGINNING.

ORDINANCE NO.: 2020-107
EXHIBIT B
INFRASTRUCTURE CREDIT AGREEMENT

Attachment: 2020-107 Gable Oaks Affordable Housing (6363 : Ordinance No.: 2020-107 Gable Oaks Affordable Housing)

INFRASTRUCTURE CREDIT AGREEMENT

by and between

RICHLAND COUNTY, SOUTH CAROLINA

and

GABLE OAKS HOUSING ASSOCIATES LP
a South Carolina limited partnership

Effective as of: [], 2020

INFRASTRUCTURE CREDIT AGREEMENT

This INFRASTRUCTURE CREDIT AGREEMENT, effective as of [], 2020 (“Agreement”), is by and between RICHLAND COUNTY, SOUTH CAROLINA, a body politic and corporate, and a political subdivision of the State of South Carolina (“County”), and GABLE OAKS HOUSING ASSOCIATES LP, a South Carolina limited partnership (“Company” together with the County, “Parties,” each, a “Party”).

W I T N E S S E T H :

WHEREAS, the County, acting by and through its County Council (“County Council”), is authorized and empowered under and pursuant to the provisions of Article VIII, Section 13(D) of the South Carolina Constitution and the provisions of Title 4, Chapter 1 of the Code of Laws of South Carolina, 1976, as amended (collectively, “Act”), to (i) develop multicounty parks with counties having contiguous borders with the County; and (ii) include property in the multicounty park, which inclusion under the terms of the Act (A) makes such property exempt from *ad valorem* property taxes, and (B) changes the character of the annual receipts from such property to fees-in-lieu of *ad valorem* property taxes in an amount equal to the *ad valorem* taxes that would have been due and payable but for the location of the property in such multicounty park (“Fee Payments”);

WHEREAS, the County is further authorized by Section 4-1-175 of the Act to grant credits against Fee Payments (“Infrastructure Credit”) to pay costs of designing, acquiring, constructing, improving or expanding (i) infrastructure serving a project or the County and (ii) improved and unimproved real estate and personal property used in the operation of a commercial enterprise or manufacturing facility (collectively, “Infrastructure”);

WHEREAS, pursuant to the authority provided in the Act, the County has developed with Fairfield County, South Carolina, the I-77 Corridor Regional Industrial Park (“Park”) and executed the “Amended and Restated Master Agreement Governing the I-77 Corridor Regional Industrial Park” dated September 1, 2018 (“Park Agreement”), which governs the operation of the Park;

WHEREAS, the Company has committed to acquire and substantially rehabilitate an affordable housing project in the County known as Gable Oaks Apartments a low-income rental housing project for families in the County (“Project”) on property more particularly identified by Exhibit A (“Land”), consisting of a total investment of greater than \$20,000,000, of which \$6,000,000 shall be expended to rehabilitate and improve the Project;

WHEREAS, the Project is encumbered by an Agreement as to Restrictive Covenants between the South Carolina State Housing Finance and Development Authority (“State Housing”) and the Company pursuant to which the Company will agree that least 40% of the dwelling units in the Project will be rented continuously, or exclusively available to be rented, to individuals or families whose total aggregate income at the time of initial occupancy does not exceed 60% of the area median gross income, adjusted for family size, as computed by HUD (“Bond Restrictive Covenants”); and

WHEREAS, once the rehabilitation of the Project is completed but no later than December 31, 2024, the Project will be encumbered by a superseding Agreement as to Restrictive Covenants between State Housing and the Company pursuant to which the Company, and its successors and assigns, agree that 100% of the dwelling units in the Project will be rented continuously, or exclusively available to be rented, to individuals or families whose total aggregate income at the time of initial occupancy does not exceed 60% of the area median gross income, adjusted for family size, as computed by HUD, at rents not in excess of the rents computed in compliance with the LIHTC Restrictive Covenants (“LIHTC

Restrictive Covenants") (the Bond Restrictive Covenants and LIHTC Restrictive Covenants are collectively referred to as "Low Income Rental Restrictions"); and

WHEREAS, by an ordinance enacted on [], 2020 ("Ordinance"), the County authorized the expansion of the boundaries of the Park and an amendment to the Park Agreement to include the Land and other real and personal property relating to the Project ("Property") in the Park; and

WHEREAS, pursuant to the Ordinance, the County further authorized the execution and delivery of this Agreement to provide Infrastructure Credits against the Company's Fee Payments with respect to the Project for the purpose of assisting in paying the costs of certain Infrastructure, subject to the terms and conditions below.

NOW, THEREFORE, in consideration of the respective representations and agreements hereinafter contained, the County and the Company agree as follows:

ARTICLE I REPRESENTATIONS

Section 1.1. *Representations by the County.* The County represents to the Company as follows:

- (a) The County is a body politic and corporate and a political subdivision of the State of South Carolina;
- (b) The County is authorized and empowered by the provisions of the Act to enter into and carry out its obligations under this Agreement;
- (c) The County has duly authorized and approved the execution and delivery of this Agreement by adoption of the Ordinance in accordance with the procedural requirements of the Act and any other applicable state law;
- (d) The County is not in default of any of its obligations (contractual or otherwise) as a result of entering into and performing its obligations under this Agreement;
- (e) The County has approved the inclusion of the Property in the Park; and
- (f) Based on representations made by the Company to the County, the County has determined the Project and the Infrastructure will enhance the economic development of the County. Therefore, the County is entering into this Agreement for the purpose of promoting the development of decent, safe affordable housing, thereby contributing to the economic development of the County.

Section 1.2. *Representations by the Company.* The Company represents to the County as follows:

- (a) The Company is in good standing under the laws of the State of South Carolina, has power to conduct business in the State of South Carolina and enter into this Agreement, and by proper company action has authorized the officials signing this Agreement to execute and deliver it;
- (b) The Company will comply with the Low Income Rental Restrictions and will use commercially reasonable efforts to provide low-income housing at the Project for the balance of the units;
- (c) The Company will use commercially reasonable efforts to achieve the Company Commitment, as defined below; and

(c) The Company's execution and delivery of this Agreement, and its compliance with the provisions of this Agreement do not result in a default under any agreement or instrument to which the Company is now a party or by which it is bound.

ARTICLE II INFRASTRUCTURE CREDITS

Section 2.1. *Company Commitment.* The Company shall invest not less than \$20,000,000 in the Project, of which \$6,000,000 shall be expended to rehabilitate and improve the Project ("Company Commitment") by the Certification Date, as defined below. The Company shall certify to the County completion of the Project by no later than December 31, 2022 ("Certification Date"), by providing documentation to the County sufficient to reflect completion of the Project. If the Company fails to achieve and certify the Company Commitment by the Certification Date, the County may terminate this Agreement and, on termination, the Company is no longer entitled to any further benefits under this Agreement. The benefits provided under this Agreement are subject to the clawback requirements set forth in Section 2.3 below.

Section 2.2. *Infrastructure Credits.*

(a) To assist in paying for costs of Infrastructure, the County shall provide an Infrastructure Credit against certain of the Company's Fee Payments due with respect to the Project. The term, amount and calculation of the Infrastructure Credit is described in Exhibit B.

(b) For each property tax year in which the Company is entitled to an Infrastructure Credit ("Credit Term"), the County shall prepare and issue the Company's annual property tax bill with respect to the Project net of the Infrastructure Credit set forth in Section 2.2(a) ("Net Fee Payment"). Following receipt of the annual bill from the County (the "Annual Bill"), the Company shall timely remit the Net Fee Payment to the County in accordance with applicable law.

(c) THIS AGREEMENT AND THE INFRASTRUCTURE CREDITS PROVIDED BY THIS AGREEMENT ARE LIMITED OBLIGATIONS OF THE COUNTY. THE INFRASTRUCTURE CREDITS ARE DERIVED SOLELY FROM AND TO THE EXTENT OF THE FEE PAYMENTS MADE BY THE COMPANY TO THE COUNTY PURSUANT TO THE ACT AND THE PARK AGREEMENT. THE INFRASTRUCTURE CREDITS DO NOT AND SHALL NOT CONSTITUTE A GENERAL OBLIGATION OF THE COUNTY OR ANY MUNICIPALITY WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY LIMITATION AND DO NOT AND SHALL NOT CONSTITUTE OR GIVE RISE TO A PECUNIARY LIABILITY OF THE COUNTY OR ANY MUNICIPALITY OR A CHARGE AGAINST THE GENERAL CREDIT OR TAXING POWER OF THE COUNTY OR ANY MUNICIPALITY. THE FULL FAITH, CREDIT, AND TAXING POWER OF THE COUNTY OR ANY MUNICIPALITY ARE NOT PLEDGED FOR THE PROVISION OF THE INFRASTRUCTURE CREDITS.

Section 2.3. *Clawback.* (a) The County is offering the benefits provided under this Agreement based on the Company's commitments to (i) cause the Project to be in compliance with the Low Income Rental Restrictions and (ii) maintain the Project in a safe and secure condition for the residents during the term of this Agreement and promptly address any code violations ("Code Violations") communicated in writing to the Company by the City of Columbia, South Carolina ("City"). Failure to by the Company to meet these commitments will result in a loss of benefits and potential repayment of benefits as provided herein.

In the event of a default of the Company under the Low Income Rental Restrictions (after the expiration of any notice or remedial period contained thereunder) resulting from the Company's failure to satisfy the Low Income Rental Restrictions for any calendar year, the Company shall repay the Infrastructure Credits received for such year. The portion of the Infrastructure Credit to be repaid ("Repayment Amount") is based on the percentage of the dwelling units, measured on a month-by-month basis as of the end of each month for the tax year, in the Project which failed to satisfy the Low Income Rental Restrictions.

$$\text{Repayment Amount} = \text{Infrastructure Credits} \times \text{Clawback Rental Percentage}$$

$$\text{Clawback Rental Percentage} = \text{Unit Months Not in Compliance} \div \text{Annual Unit Months}$$

For purposes of the above formula, the following terms have the following meanings:

"Annual Unit Months" means, for a particular tax year, the number of dwelling units subject to the Low Income Rental Restrictions as of each month multiplied by 12.

"Unit Months Not in Compliance" means for a particular tax year, the annual cumulative total of dwelling units which failed to satisfy the Low Income Rental Restrictions as measured on a month-by-month basis as of the end of each month.

Sum of the number of dwelling units, measured on a month-by-month basis as of the end of each month (a unit-month"), which satisfy the Low Income Rental Restrictions divided by the cumulative total of dwelling units in the Project as of the end of each month for the tax year subject to the Low Income Rental Restrictions for the prior tax year.

For example, and by way of example only, if the Company had received \$100,000 in Infrastructure Credits for the calendar year, the Project contained 200 dwelling units subject to the Low Income Rental Restrictions in any year and a violation of the Low Income Rental Restrictions had occurred due to the failure of the Company to satisfy the Low Income Rental Restrictions as to 50 dwelling units for three months each in that calendar year, the Repayment Amount would be calculated as follows:

$$\text{Annual Unit Months} = 12 \times 200 \text{ units} = 2400$$

$$\text{Unit Months Not in Compliance} = 50 \text{ units} \times 3 \text{ unit-months} = 150 \text{ unit-months}$$

$$\text{Clawback Rental Percentage} = 150 \text{ unit-months} \div 2400 \text{ unit-months} = 6.25\%$$

$$\text{Repayment Amount} = \$100,000 \times 6.25\% = \$6,250$$

All percentages will be rounded to the nearest two decimal places.

(b) The Project shall be maintained to ensure there are no significant physical conditions of the Project that are known to threaten the safety or security of the residents. In addition, all Code

Violations identified by the City and communicated in writing to the Company must be promptly addressed. The Company's failure to meet each of these conditions and provide the annual certifications required in the Credit Certificate (as defined below) shall cause the Company to forego and have no entitlement to the annual Infrastructure Credit due in that particular tax year.

(c) The Company shall, within 60 days of its receipt of the Annual Bill, prepare and return the Credit Certificate, attached hereto as Exhibit C ("Credit Certificate") certifying that (i) the Company satisfied the Low Income Rental Restrictions or certifying that a violation occurred under the Low Income Rental Restrictions, (ii) there are no conditions known to be present at the Project that are known to threaten the safety and security of the residents that are not in the process of being addressed in a timely manner, and (iii) all Code Violations have been addressed (which shall be supported by documentation from the City) or there are no Code Violations that are not in the process of being addressed or are being contested in good faith. The Credit Certificate shall calculate and set forth the Repayment Amount for the prior calendar year, if any, and the Company shall remit the Repayment Amount along with the Credit Certificate. If not timely paid, the Repayment Amount is subject to the minimum amount of interest that South Carolina law may permit with respect to delinquent *ad valorem* tax payments. The repayment obligation arising under this Section survives termination of this Agreement.

Section 2.4. Filings. To assist the County in administering the Infrastructure Credits, the Company shall, for the Credit Term, prepare and file a separate schedule to the SCDOR PT-100, PT-300 with respect to the Property.

Section 2.5 Cumulative Infrastructure Credit. The cumulative dollar amount expended by the Company on Infrastructure shall equal or exceed the cumulative dollar amount of all the Infrastructure Credits received by the Company.

Section 2.6. Termination Upon Receipt of Statutory Exemption. If the South Carolina law provides that the Project qualifies for a full exemption under South Carolina law, the Company shall be required to diligently pursue such exemption. This Agreement shall automatically terminate if the Project is determined to be exempt from ad valorem property taxes under South Carolina law. The effective date of the termination shall be the date the Property is deemed to be exempt from ad valorem taxes and no longer faces any ad valorem tax liability under South Carolina law.

ARTICLE III DEFAULTS AND REMEDIES

Section 3.1. Events of Default. The following are "Events of Default" under this Fee Agreement:

(a) Failure by the Company to make a Net Fee Payment, which failure has not been cured within 30 days following receipt of written notice from the County specifying the delinquency in payment and requesting that it be remedied;

(b) An abandonment or closure of the Project; For purposes of this Agreement, "abandonment or closure of the Project" means that less than 50% of the Project is leased to the public for a 12 month period;

(c) A representation or warranty made by the Company which is deemed materially incorrect when deemed made;

(d) Failure by the Company to perform any of the terms, conditions, obligations, or covenants under this Agreement (other than those described in Section 2.1 under (a) above), which failure has not been cured

within 30 days after written notice from the County to the Company specifying such failure and requesting that it be remedied, unless (1) the Company has instituted corrective action within the 30-day period and is diligently pursuing corrective action until the default is corrected, in which case the 30-day period is extended to include the period during which the Company is diligently pursuing corrective action, or (2) the Company is contesting in good faith the matter specified by the County.

(e) If there shall be two successive years in which the Company fails to certify in the Credit Certificate that (i) it has fully complied with the Low Income Rental Restrictions, (ii) there are no conditions known to be present at the Project that are known to threaten the safety and security of the residents that are not in the process of being addressed and (iii) all Code Violations have been addressed (which shall be supported by documentation from the City) or there are no Code Violations that are not in the process of being addressed or are being contested in good faith.

(f) Failure by the County to perform any of the terms, conditions, obligations, or covenants hereunder, which failure has not been cured within 30 days after written notice from the Company to the County specifying such failure and requesting that it be remedied, unless the County has instituted corrective action within the 30-day period and is diligently pursuing corrective action until the default is corrected, in which case the 30-day period is extended to include the period during which the County is diligently pursuing corrective action.

Section 3.2. Remedies on Default.

(a) If an Event of Default by the Company has occurred and is continuing, then the County may take any one or more of the following remedial actions:

(i) terminate the Agreement; or

(ii) take whatever action at law or in equity may appear necessary or desirable to collect amounts due or otherwise remedy the Event of Default or recover its damages.

(b) If an Event of Default by the County has occurred and is continuing, the Company may take one or more of the following actions:

(i) bring an action for specific enforcement;

(ii) terminate the Agreement; or

(iii) in case of a materially incorrect representation or warranty, take such action as is appropriate, including legal action, to recover its damages, to the extent allowed by law.

Section 3.3. Reimbursement of Legal Fees and Other Expenses. On the occurrence of an Event of Default, if a Party is required to employ attorneys or incur other reasonable expenses for the collection of payments due under this Agreement or for the enforcement of performance or observance of any obligation or agreement, the prevailing Party is entitled to seek reimbursement of the reasonable fees of such attorneys and such other reasonable expenses so incurred.

Section 3.4. Remedies Not Exclusive. No remedy described in this Agreement is intended to be exclusive of any other remedy or remedies, and each and every such remedy is cumulative and in addition to every other remedy given under this Agreement or existing at law or in equity or by statute.

Section 3.5. *Nonwaiver.* A delay or omission by the Company or County to exercise any right or power accruing on an Event of Default does not waive such right or power and is not deemed to be a waiver or acquiescence of the Event of Default. Every power and remedy given to the Company or County by this Agreement may be exercised from time to time and as often as may be deemed expedient.

ARTICLE IV MISCELLANEOUS

Section 4.1. *Examination of Records; Confidentiality.*

(a) The County and its authorized agents, at any reasonable time on prior notice, may enter and examine the Project and have access to and examine the Company's books and records relating to the Project for the purposes of (i) identifying the Project; (ii) confirming achievement of the Investment Commitment; and (iii) permitting the County to carry out its duties and obligations in its sovereign capacity (such as, without limitation, for such routine health and safety purposes as would be applied to any other manufacturing or commercial facility in the County).

(b) The County acknowledges that the Company may utilize confidential and proprietary processes and materials, services, equipment, trade secrets, and techniques ("Confidential Information") and that disclosure of the Confidential Information could result in substantial economic harm to the Company. The Company may clearly label any Confidential Information delivered to the County pursuant to this Agreement as "Confidential Information." Except as required by law, the County, or any employee, agent, or contractor of the County, shall not disclose or otherwise divulge any labeled Confidential Information to any other person, firm, governmental body or agency. The Company acknowledges that the County is subject to the South Carolina Freedom of Information Act, and, as a result, must disclose certain documents and information on request, absent an exemption. If the County is required to disclose any Confidential Information to a third party, the County will use its best efforts to provide the Company with as much advance notice as is reasonably possible of such disclosure requirement prior to making such disclosure and to cooperate reasonably with any attempts by the Company to obtain judicial or other relief from such disclosure requirement.

Section 4.2. *Assignment.* The Company may assign or otherwise transfer any of its rights and interest in this Agreement on prior written consent of the County, which may be given by resolution, and which consent will not be unreasonably withheld.

Section 4.3. *Provisions of Agreement for Sole Benefit of County and Company.* Except as otherwise specifically provided in this Agreement, nothing in this Agreement expressed or implied confers on any person or entity other than the County and the Company any right, remedy, or claim under or by reason of this Agreement, this Agreement being intended to be for the sole and exclusive benefit of the County and the Company.

Section 4.4. *Severability.* If any provision of this Agreement is declared illegal, invalid, or unenforceable for any reason, the remaining provisions of this Agreement are unimpaired, and the Parties shall reform such illegal, invalid, or unenforceable provision to effectuate most closely the legal, valid, and enforceable intent of this Agreement.

Section 4.5. *Limitation of Liability.*

(a) The County is not liable to the Company, any of its lenders or its investors for any costs, expenses, losses, damages, claims or actions in connection with this Agreement, except from amounts received by the County from the Company under this Agreement.

(b) All covenants, stipulations, promises, agreements and obligations of the County contained in this Agreement are binding on members of the County Council or any elected official, officer, agent, servant or employee of the County only in his or her official capacity and not in his or her individual capacity, and no recourse for the payment of any moneys or performance of any of the covenants and agreements under this Agreement or for any claims based on this Agreement may be had against any member of County Council or any elected official, officer, agent, servant or employee of the County except solely in their official capacity.

Section 4.6. Indemnification Covenant.

(a) Except as provided in paragraph (d) below, the Company shall indemnify and save the County, its employees, elected officials, officers and agents (each, an “Indemnified Party”) harmless against and from all liability or claims arising from the County’s execution of this Agreement, performance of the County’s obligations under this Agreement or the administration of its duties pursuant to this Agreement, or otherwise by virtue of the County having entered into this Agreement.

(b) The County is entitled to use counsel of its choice and the Company shall reimburse the County for all of its costs, including attorneys’ fees, incurred in connection with the response to or defense against such liability or claims as described in paragraph (a) above. The County shall provide a statement of the costs incurred in the response or defense, and the Company shall pay the County within 30 days of receipt of the statement. The Company may request reasonable documentation evidencing the costs shown on the statement. However, the County is not required to provide any documentation which may be privileged or confidential to evidence the costs.

(c) The County may request the Company to resist or defend against any claim on behalf of an Indemnified Party. On such request, the Company shall resist or defend against such claim on behalf of the Indemnified Party, at the Company’s expense. The Company is entitled to use counsel of its choice, manage and control the defense of or response to such claim for the Indemnified Party; provided the Company is not entitled to settle any such claim without the consent of that Indemnified Party.

(d) Notwithstanding anything herein to the contrary, the Company is not required to indemnify any Indemnified Party against or reimburse the County for costs arising from any claim or liability (i) occasioned by the acts of that Indemnified Party, which are unrelated to the execution of this Agreement, performance of the County’s obligations under this Agreement, or the administration of its duties under this Agreement, or otherwise by virtue of the County having entered into this Agreement; or (ii) resulting from that Indemnified Party’s own negligence, bad faith, fraud, deceit, or willful misconduct.

(e) An Indemnified Party may not avail itself of the indemnification or reimbursement of costs provided in this Section unless it provides the Company with prompt notice, reasonable under the circumstances, of the existence or threat of any claim or liability, including, without limitation, copies of any citations, orders, fines, charges, remediation requests, or other claims or threats of claims, in order to afford the Company notice, reasonable under the circumstances, within which to defend or otherwise respond to a claim.

Section 4.7. Notices. All notices, certificates, requests, or other communications under this Agreement are sufficiently given and are deemed given, unless otherwise required by this Agreement, when (i) delivered and confirmed by United States first-class, registered mail, postage prepaid or (ii) sent by facsimile, and addressed as follows:

if to the County:

Richland County, South Carolina
Attn: Director of Economic Development

2020 Hampton Street
Columbia, South Carolina 29204
Phone: 803.576.2043
Fax: 803.576.2137

with a copy to
(does not constitute notice):

Parker Poe Adams & Bernstein LLP
Attn: Ray E. Jones and Emily S. Luther
1221 Main Street, Suite 1100 (29201)
Post Office Box 1509
Columbia, South Carolina 29202
Phone: 803.255.8000
Fax: 803.255.8017

if to the Company: ☐

with a copy to
(does not constitute notice): ☐

with a copy to
(does not constitute notice): ☐

The County and the Company may, by notice given under this Section, designate any further or different addresses to which subsequent notices, certificates, requests or other communications shall be sent.

Section 4.8. *Administrative Fees.* The Company will reimburse, or cause reimbursement to, the County for the Administration Expenses in the amount of \$7,500. The Company will reimburse the County for its Administration Expenses on receipt of a written request from the County or at the County's direction, which request shall include a statement of the amount and nature of the Administration Expense. The Company shall pay the Administration Expenses as set forth in the written request no later than 60 days following receipt of the written request from the County. For purposes of this Section, "Administration Expenses" means the reasonable expenses incurred by the County in the negotiation, approval and implementation of the terms and provisions of this Agreement, including reasonable attorneys' fees. Administration Expenses do not include any costs, expenses, including attorneys' fees, incurred by the County (i) in defending challenges to the Fee Payments or Infrastructure Credits brought by third parties or the Company or its affiliates and related entities, or (ii) in connection with matters arising at the request of the Company outside of the immediate scope of this Agreement, including amendments to the terms of this Agreement. The payment by the Company of the County's Administration Expenses shall not be construed as prohibiting the County from engaging, at its discretion, the counsel of the County's choice.

Section 4.9. *Entire Agreement.* This Agreement expresses the entire understanding and all agreements of the Parties with each other, and neither Party is bound by any agreement or any representation to the other Party which is not expressly set forth in this Agreement or in certificates delivered in connection with the execution and delivery of this Agreement.

Section 4.10 *Agreement to Sign Other Documents.* From time to time, and at the expense of the Company, to the extent any expense is incurred, the County agrees to execute and deliver to the Company such additional instruments as the Company may reasonably request and as are authorized by law and reasonably within the purposes and scope of the Act and this Agreement to effectuate the purposes of this Agreement.

Section 4.11. *Agreement's Construction.* Each Party and its counsel have reviewed this Agreement and any rule of construction to the effect that ambiguities are to be resolved against a drafting party does not apply in the interpretation of this Agreement or any amendments or exhibits to this Agreement.

Section 4.12. *Applicable Law.* South Carolina law, exclusive of its conflicts of law provisions that would refer the governance of this Agreement to the laws of another jurisdiction, governs this Agreement and all documents executed in connection with this Agreement.

Section 4.13. *Counterparts.* This Agreement may be executed in any number of counterparts, and all of the counterparts together constitute one and the same instrument.

Section 4.14. *Amendments.* This Agreement may be amended only by written agreement of the Parties.

Section 4.15. *Waiver.* Either Party may waive compliance by the other Party with any term or condition of this Agreement but the waiver is valid only if it is in a writing signed by the waiving Party.

Section 4.16. *Termination.* Unless first terminated under any other provision of this Agreement, this Agreement terminates on the expiration of the Credit Term and payment by the Company of any outstanding Net Fee Payment due on the Project pursuant to the terms of this Agreement.

Section 4.17. *Business Day.* If any action, payment, or notice is, by the terms of this Agreement, required to be taken, made, or given on any Saturday, Sunday, or legal holiday in the jurisdiction in which the Party obligated to act is situated, such action, payment, or notice may be taken, made, or given on the following business day with the same effect as if taken, made or given as required under this Agreement, and no interest will accrue in the interim.

*[TWO SIGNATURE PAGES FOLLOW]
[REMAINDER OF PAGE INTENTIONALLY BLANK]*

IN WITNESS WHEREOF, Richland County, South Carolina, has caused this Agreement to be executed by the appropriate officials of the County and its corporate seal to be affixed and attested, effective the day and year first above written.

RICHLAND COUNTY, SOUTH CAROLINA

Chair, Richland County Council

(SEAL)
ATTEST:

Clerk to Council, Richland County Council

/SIGNATURE PAGE 1 TO INFRASTRUCTURE CREDIT AGREEMENT/

IN WITNESS WHEREOF, Company has caused this Agreement to be executed by its authorized officer(s), effective the day and year first above written.

GABLE OAKS HOUSING ASSOCIATES LP

□

By: _____

Name: □

Its: □

/SIGNATURE PAGE 2 TO INFRASTRUCTURE CREDIT AGREEMENT/

EXHIBIT A**LAND DESCRIPTION****PARCEL A**

ALL THAT CERTAIN PIECE, PARCEL OR LOT LAND, WITH IMPROVEMENTS THEREON, LYING AND BEING IN RICHLAND COUNTY, STATE OF SOUTH CAROLINA, AND BEING MORE FULLY SHOWN AND DESIGNATED ON THAT CERTAIN SURVEY OF PARCEL A AND PARCEL B, PREPARED FOR SUNTRUST BANK, ATLANTA, ASHLEY II LIMITED PARTNERSHIP, AND FIRST AMERICAN TITLE INSURANCE COMPANY BY W.K. DICKSON DATED MARCH 10, 1999, AND RECORDED IN THE OFFICE OF THE REGISTER OF DEED FOR RICHLAND COUNTY, IN RECORD BOOK 287, AT PAGE 2165; DESIGNATED AS PARCEL "A" CONTAINING 232,218 SQ. FT., OR 5.33 ACRES, MORE OR LESS, SUCH PARCEL HAVING SUCH BOUNDARY AND MEASUREMENTS AS SHOWN ON THE DESCRIBED SURVEY, WHICH IS SPECIFICALLY INCORPORATED HEREIN BY REFERENCE.

BEGINNING AT A #5 REBAR IPF AT THE INTERSECTION OF SOUTHLY MARGIN OF THE RIGHT-OF-WAY OF RANDALL AVNUE AND THE WESTERLY MARGIN OF THE RIGHT-OF-WAY OF COLLETON AVENUE, SAID POINT BEING THE POINT OF BEGINNING; THENCE WITH SAID WESTERLY MARGIN SOUTH 34°57'58" EAST, A DISTANCE OF 249.70 FEET TO A #5 REBAR IPF; THENCE DEPARTING SAID WESTERLY MARGIN AND PROCEEDING WITH THE COMMON LINE WITH THE LANDS OF KATHLYN L. SCHAFER SOUTH 54°54'39" WEST, A DISTANCE OF 139.87 FEET TO A ½" PIPE IPF; THENCE WITH SAID COMMON LINE SOUTH 32°26'31" EAST, A DISTANCE OF 49.54 FEET TO A 1" PIPE IPF AT THE INTERSECTION OF SAID COMMON LINE WITH THE COMMON LINE OF COLLEGE PLACE SUBDIVISION; THENCE WITH SAID COMMON LINE THE FOLLOWING SEVVEN COURSES AND DISTANCES:

SOUTH 65°28'02" WEST, A DISTANCE OF 17.14 FEET TO A 1" PIPE IPF;
 SOUTH 65°22'40" WEST, A DISTANCE OF 300.02 FEET TO A 1" PIPE IPF;
 SOUTH 65°23'21" WEST, A DISTANCE OF 244.89 FEET TO A #5 REBAR IPF;
 SOUTH 65°06'13" WEST, A DISTANCE OF 104.17 FEET TO A ½" REBAR IPF;
 SOUTH 65°44'50" WEST, A DISTANCE OF 49.85 FEET TO A ½" ROD IPF;
 SOUTH 65°24'07" WEST, A DISTANCE OF 99.72 FEE TO A ¾" PIPE IPF;
 SOUTH 64°43'34" WEST, A DISTANCE OF 120.02 FEET TO A #5 REBAR IPF AT THE INTERSECTION OF SAID COMMON LINE WITH THE EASTERLY MARGIN OF THE RIGHT-OF-WAY OF ASHLEY STREET; THENCE WITH SAID EASTERLY MARGIN NORTH 26°53'11" WEST, A DISTANCE OF 133.07 FEET TO A #5 REBAR IPF AT THE INTERSECTION OF SAID EASTERLY MARGIN WITH THE SOUTHERLY MARGIN OF THE RIGHT-OF-WAY OF RANDALL AVENUE; THENCE WITH SAID RIGHT-OF-WAY NORTH 54°58'20" EAST, A DISTANCE OF 1,044.18 FEET TO A #5 REBAR, BEING THE POINT OF BEGINNING.

PARCEL B

ALL THAT CERTAIN PIECE, PARCEL OR LOT OF LAND, WITH IMPROVEMENTS THEREON, LYING AND BEING IN RICHLAND COUNTY, STATE OF SOUTH CAROLINA, AND BEING MORE FULLY SHOWN AND DESIGNATED ON THAT CERTAIN SURVEY OF PARCEL A AND PARCEL B, PREPARED FOR SUNTRUST BANK, ATLANTA, ASHLEY II LIMITED PARTNERSHIP, AND FIRST AMERICAN TITLE INSURANCE COMPANY BY W.K. DICKSON DATED MARCH 10, 1999 AND RECORDED IN THE OFFICE OF THE REGISTER OF DEED FOR RICHLAND COUNTY IN RECORD BOOK 287, AT PAGE 2165; DESIGNATED AS PARCEL "B" CONTAINING 260,021 SQUARE FEET OR 5.97 ACRES, MORE OR LESS, SUCH PARCEL HAVING SUCH BOUNDARY {10247-04 / 00084228 / V}

AND MEASUREMENTS AS SHOWN ON THE DESCRIBED SURVEY, WHICH IS SPECIFICALLY INCORPORATED HEREIN BY REFERENCE.

BEGINNING AT A #5 REBAR IPF AT THE INTERSECTION OF THE WESTERLY MARGIN OF THE RIGHT-OF-WAY OF COLLETON AVENUE AND THE NORTHERLY MARGIN OF THE RIGHT-OF-WAY OF RANDALL AVENUE, SAID POINT BEING THE POINT OF BEGINNING; THENCE WITH SAID NORTHERLY MARGIN SOUTH 54°58'58" WEST, A DISTANCE OF 490.05 FEET TO A #5 REBAR IPF AT THE INTERSECTION OF SAID NORTHERLY MARGIN AND THE EASTERLY MARGIN OF THE RIGHT-OF-WAY OF CARTERET STREET; THENCE WITH SAID EASTERLY MARGIN NORTH 35°01'19" WEST, A DISTANCE OF 524.95 FEET TO A 1" PINCH TOP IPF; THENCE DEPARTING SAID EASTERLY MARGIN AND PROCEEDING WITH THE COMMON LINE WITH THE LANDS OF BELMONT SUBDIVISION NORTH 54°58'41" EAST, A DISTANCE OF 499.85 FEET TO A 1-1/2" PIPE IPF AT THE INTERSECTION WITH THE WESTERLY MARGIN OF THE RIGHT-OF-WAY OF COLLETON AVENUE; THENCE WITH SAID WESTERLY MARGIN THE FOLLOWING THREE COURSES AND DISTANCES:

SOUTH 35°03'14" EAST, A DISTANCE OF 279.98 FEET TO A #5 REBAR IPF;
SOUTH 55°02'58" WEST, A DISTANCE OF 10.00 FEET TO A #5 REBAR IPF;
SOUTH 35°01'58" EAST, A DISTANCE OF 245.02 FEET TO A #5 REBAR BEING THE POINT OF BEGINNING.

Address: 901 Colleton Street, Columbia SC 29203

TMS Nos: 11706-11-03; 11705-03-01

EXHIBIT B**DESCRIPTION OF INFRASTRUCTURE CREDIT**

The Company is entitled to an Infrastructure Credit equal to 90% of the annual Fee Payment due with respect to the Project for a period of 45 years commencing with the first Fee Payment due with respect to the Project.

EXHIBIT C**FORM OF CREDIT CERTIFICATE**

Reference is made to that certain Infrastructure Credit Agreement effective as of _____, 2020 ("*Credit Agreement*"), by and among Richland County, South Carolina ("*County*"), and Gable Oaks Housing Associates LP ("*Company*"). Each capitalized term not defined herein has the meaning ascribed thereto in the Credit Agreement. Company shall in each respective tax year, submit this Certification to County. The Company has received from the County the Annual Bill for tax year [YEAR].

In accordance with the terms of the Credit Agreement, the undersigned authorized agent of the Company certifies as follows for the tax year [YEAR]:

1. The Project contains [] Annual Unit Months that are subject to the Low Income Rental Restrictions. The Project had [] Unit Months Not in Compliance with the Low Income Rental Restrictions.
2. There are no conditions known to be present at the Project that are known to threaten the safety and security of the residents that are not in the process of being addressed in a timely manner.
3. All Code Violations have been addressed (see attached supporting documentation from the City) except those that are in the process of being addressed or are being contested in good faith.

Note: If the Company is unable to certify as to BOTH 2 and 3, the Company shall not be entitled to any Infrastructure Credits for tax year [YEAR].

4. Because the Company fully complied with the Low Income Rental Restrictions, it is entitled to receive \$_____ in Infrastructure Credits, which is the amount equal to 90% of the Company's fee in lieu of tax liability in tax year [YEAR] of \$_____.

or

5. Because the Company did not comply with the Low Income Rental Restrictions, it shall pay the Repayment Amount which is calculated as follows pursuant to Section 2.3(a) of the Credit Agreement:

Clawback Rental Percentage = Unit Months Not in Compliance ÷ Annual Unit Months

Repayment Amount = Infrastructure Credits x Clawback Rental Percentage = \$_____

6. For tax year [YEAR], the Company is remitting the Repayment Amount equal to \$___ along with this Credit Certificate.

Should the County have a genuine dispute as to the validity or accuracy of the Repayment Amount calculations set forth in this Credit Certificate, the Company agrees to pay County's costs and fees, including its attorneys' fees and costs, associated with the certification, calculation, or adjustment of the Infrastructure Credits.

Submitted this ____ day of _____.

By: _____
Its: _____

ORDINANCE NO.: 2020-108

*Consenting to the Inclusion of Property in a Multi-County Industrial/Business Park
(Project Cross, Richland County TMS # 25600-04-17 and 25600-04-19)*

WHEREAS, the City of Columbia, South Carolina ("City"), is a body, politic and corporate located in Richland County, South Carolina ("County"); and,

WHEREAS, through Columbia City Council ("Council"), the City is entitled to exercise all the powers and privileges provided to municipal corporations in the State of South Carolina; and,

WHEREAS, a company identified as Project Cross (the "Company") is considering an expansion of its facilities in the County and City, including the parcels located at Tax Map Numbers 25600-04-17, and 25600-04-19 (the "Project"); and,

WHEREAS, the Company has requested that the Project be added to the Amended and Restated Master Agreement Governing the I-77 Corridor Regional Industrial Park between Richland and Fairfield Counties (the "Park Agreement") in order facilitate the execution of a Fee in Lieu of Tax and Incentive Agreement by and between the Company and Richland County (the "County"); and,

WHEREAS, pursuant to Section 4.05 of the Park Agreement and Section 4-1-170 of the Code of Laws of South Carolina, 1976, as amended (the "Code"), if property proposed to be added to the Park Agreement is located within a municipality, the municipality shall provide consent to the inclusion of such property within the Park Agreement; NOW, THEREFORE,

BE IT ORDAINED by the Mayor and City Council this ____ day of _____, 2020, that the City hereby consents to the inclusion of the Property in the Park pursuant to all requirements of South Carolina law, including Section 4-1-170(C) of the Code.

The City Manager is authorized to execute any documents, and take any further action as may be reasonably necessary to further the intent of this Ordinance. Any prior ordinance, resolution or order, the terms of which are in conflict with this Ordinance, is, only to the extent of that conflict, repealed.

Requested by:

Assistant City Manager Gentry

Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:



Senior Assistant City Attorney

City Clerk

Introduced:

Final Reading:

ORDINANCE NO.: 2020-108
EXHIBIT A
PROPERTY DESCRIPTION

Approximately 2.18 acres located at 51 Clemson Road, Columbia, SC 29219, identified as of 12/1/2020 as Richland County TMS # R25600-04-19, more particularly described as follows:

All that certain piece, parcel or lot of land, situate, lying and being in the County of Richland, State of South Carolina designated on a plat prepared for Blue Cross Blue Shield of South Carolina by Carolina Surveying Services, Inc. dated October 10, 2007, revised December 10, 2007, and recorded on December 20, 2007, in Plat Book 1386 at page 803 in the Richland County Register of Deeds Office and as more fully described below:

Commencing at the Northern right of way of Percival Road and the Western right of way of Clemson Road (SC Highway #2033); thence along the Western right of way of Clemson Road (SC Highway #2033) for a distance of 420' feet to an IPS 5/8" rod being the Point of Beginning; THENCE South 66 degrees 58 minutes 15 seconds West for a distance of 454.45' feet to an IPS 5/8" ROD; THENCE North 17 degrees 41 minutes 30 seconds West for a distance of 234.56' feet to an IPS 5/8" ROD; THENCE North 72 degrees 35 minutes 50 seconds East for a distance of 443.97' feet to an HT 1/2" rod; THENCE along a curve to the left having a radius of 1966.18' feet and an arc length of 190.31' feet, being subtended by a chord of South 20 degrees 15 minutes 20 seconds East for a distance of 190.24' feet to an IPS 5/8" ROD being the Point of Beginning; Said property contains 2.179 acres more or less.

TMS # R25600-04-19

Derivation This being the same property conveyed to Sunny & Shivam Hospitality, LLC by Deed dated December 20, 2007, and recorded on December 20, 2007, in the Register of Deeds Office for Richland County in Book 1386 at Page 810.

Grantee's Address: I-20 at Alpine Road, AE-100
 Columbia, SC 29219

ORDINANCE NO.: 2020-108
EXHIBIT A
PROPERTY DESCRIPTION (CONTINUED)

Approximately 6.5 acres located at 51 Clemson Road, Columbia, SC 29219, identified as of 12/1/2020 as Richland County TMS # R25600-04-17, more particularly described as follows:

All that certain piece, parcel or lot of land, situate, lying and being near the City of Columbia, County of Richland, State of South Carolina, consisting of 6.500 acres, as shown on a plat entitled "Boundary and Topographic Survey" prepared for Manning/Johnson Family Limited Liability Partnership, et. al. by Landtech, Inc., dated September 20, 1994, last revised October 10, 1994, recorded in the Office of the RMC for Richland County in Plat Book 55 at Page 4922.

Said parcel measuring and containing as follows: from the point of beginning at the northwesternmost corner thence turning and running along a curve with a radius of 1407.36 feet, a chord bearing of north 80°51'11" east, and a chord length of 123.17 feet for a distance of 123.21 feet; thence turning and running north 83°21'40" east for a distance of 190.92 feet; thence turning and running north 89°05'23" east for a distance of 103.74 feet; thence turning and running north 83°00'49" east for a distance of 110.97 feet; thence turning and running south 10°22'01"

east for a distance of 89.25 feet; thence turning and running south 19°15'59" east for a distance of 133.14 feet; thence turning and running south 23°25'42" east for a distance of 173.80 feet; thence turning and running along a curve with a radius of 1973.03', a chord bearing of south 17°58'43" east, and a chord length of 99.61 feet for a distance of 99.62 feet; thence turning and running south 70°44'01" west for a distance of 511.02 feet; thence turning and running north 19°15'59" west for a distance of 613.90 feet to the point of beginning.

Said parcel is bounded on the north by the right of way of Interstate 20, on the east by the right of way of Clemson Road Extension, and on the south and west by lands n/f of C. Heath Manning.

This being the same property conveyed to the Grantor herein by deed of C. Heath Manning dated October 25, 1994 and recorded in Richland County Register of Deeds office in Deed Book D1225 at Page 826.

FEE-IN-LIEU OF *AD VALOREM* TAXES AND INCENTIVE AGREEMENT

BETWEEN

PROJECT CROSS

AND

RICHLAND COUNTY, SOUTH CAROLINA

EFFECTIVE AS OF DECEMBER 15, 2020

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Exhibit A – Description of Property
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SUMMARY OF CONTENTS OF FEE AGREEMENT

The parties have agreed to waive the requirement to recapitulate the contents of this Fee Agreement pursuant to Section 12-44-55 of the Code (as defined herein). However, the parties have agreed to include a summary of the key provisions of this Fee Agreement for the convenience of the parties. This summary is included for convenience only and is not to be construed as a part of the terms and conditions of this Fee Agreement.

PROVISION	BRIEF DESCRIPTION	SECTION REFERENCE
Sponsor Name	Project Cross	
Project Location	To be completed for third reading	
Tax Map No.	To be completed for third reading	
FILOT		
• Phase Exemption Period		
• Contract Minimum Investment Requirement		
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FEE-IN-LIEU OF AD VALOREM TAXES AGREEMENT

THIS FEE-IN-LIEU OF *AD VALOREM* TAXES AGREEMENT (“*Fee Agreement*”) is entered into effective as of December 15, 2020 between Richland County, South Carolina (“*County*”), a body politic and corporate and a political subdivision of the State of South Carolina (“*State*”), acting through the Richland County Council (“*County Council*”) as the governing body of the County, and Project Cross, a corporation organized and existing under the laws of the State of South Carolina (“*Sponsor*”).

WITNESSETH:

(a) Title 12, Chapter 44, (“*Act*”) of the Code of Laws of South Carolina, 1976, as amended (“*Code*”), authorizes the County to induce manufacturing and commercial enterprises to locate in the State or to encourage manufacturing and commercial enterprises currently located in the State to expand their investments and thus make use of and employ the manpower, products, and other resources of the State by entering into an agreement with a sponsor, as defined in the Act, that provides for the payment of a fee-in-lieu of *ad valorem* tax (“*FILOT*”) with respect to Economic Development Property, as defined below;

(b) Sections 4-1-175 and 12-44-70 of the Code authorize the County to provide credits (“*Infrastructure Credit*”) against payments in lieu of taxes for the purpose of defraying of the cost of designing, acquiring, constructing, improving, or expanding (i) the infrastructure serving the County or a project and (ii) for improved and unimproved real estate, and personal property, including machinery and equipment, used in the operation of a manufacturing facility or commercial enterprise (collectively, “*Infrastructure*”);

(c) The Sponsor has committed to expand its existing facilities (collectively, the “*Facility*”) in the County, consisting of taxable investment in real and personal property of not less than \$60,315,000 and the creation of at least 702 new, full-time jobs;

(d) By an ordinance enacted on December 15, 2020, County Council authorized the County to enter into this Fee Agreement with the Sponsor to provide for a FILOT and the other incentives as more particularly described in this Fee Agreement to induce the Sponsor to expand its Facility in the County.

NOW, THEREFORE, AND IN CONSIDERATION of the respective representations and agreements hereinafter contained, the parties agree as follows:

ARTICLE I DEFINITIONS

Section 1.1. Terms. The defined terms used in this Fee Agreement have the meaning given below, unless the context clearly requires otherwise.

“*Act*” means Title 12, Chapter 44 of the Code, and all future acts successor or supplemental thereto or amendatory of this Fee Agreement.

“*Act Minimum Investment Requirement*” means an investment of at least \$2,500,000 in the Project within five years of the Commencement Date.

“*Administration Expenses*” means the reasonable expenses incurred by the County in the negotiation, approval and implementation of the terms and provisions of this Fee Agreement, including reasonable attorney’s and consultant’s fees. Administration Expenses does not include any costs, expenses, including attorney’s fees, incurred by the County (i) in defending challenges to the FILOT Payments[, Infrastructure Credits or other incentives] provided by this Fee Agreement brought by third parties or the Sponsor or its affiliates and related entities, or (ii) in connection with matters arising at the request of the

Sponsor outside of the immediate scope of this Fee Agreement, including amendments to the terms of this Fee Agreement.

“**Code**” means the Code of Laws of South Carolina, 1976, as amended.

“**Commencement Date**” means the last day of the property tax year during which Economic Development Property is placed in service. The Commencement Date shall not be later than the last day of the property tax year which is three years from the year in which the County and the Sponsor enter into this Fee Agreement. For purposes of this Fee Agreement, the Commencement Date is expected to be December 31, 2020.

“**Contract Minimum Investment Requirement**” means a taxable investment in real and personal property at the Project of not less than \$60,315,000.

“**Contract Minimum Jobs Requirement**” means not less than 702 full-time jobs created by the Sponsor in the County in connection with the Project.

“**County**” means Richland County, South Carolina, a body politic and corporate and a political subdivision of the State, its successors and assigns, acting by and through the County Council as the governing body of the County.

“**County Council**” means the Richland County Council, the governing body of the County.

“**Credit Term**” means the years during the Fee Term in which the Infrastructure Credit is applicable, as described in Exhibit C.

“**Department**” means the South Carolina Department of Revenue.

“**Diminution in Value**” means a reduction in the fair market value of Economic Development Property, as determined in Section 4.1(a)(i) of this Fee Agreement, which may be caused by (i) the removal or disposal of components of the Project pursuant to Section 4.3 of this Fee Agreement; (ii) a casualty as described in Section 4.4 of this Fee Agreement; or (iii) a condemnation as described in Section 4.5 of this Fee Agreement.

“**Economic Development Property**” means those items of real and tangible personal property of the Project placed in service not later than the end of the Investment Period that (i) satisfy the conditions of classification as economic development property under the Act, and (ii) are identified by the Sponsor in its annual filing of a PT-300T or comparable form with the Department (as such filing may be amended from time to time).

“**Equipment**” means all of the machinery, equipment, furniture, office equipment, and fixtures, together with any and all additions, accessions, replacements, and substitutions.

“**Event of Default**” means any event of default specified in Section 7.1 of this Fee Agreement.

“**Fee Agreement**” means this Fee-In-Lieu Of *Ad Valorem* Taxes and Incentive Agreement.

“**Fee Term**” means the period from the effective date of this Fee Agreement until the Final Termination Date.

“**FILOT Payments**” means the amount paid or to be paid in lieu of *ad valorem* property taxes as provided in Section 4.1.

“Final Phase” means the Economic Development Property placed in service during the last year of the Investment Period.

“Final Termination Date” means the date on which the last FILOT Payment with respect to the Final Phase is made, or such earlier date as the Fee Agreement is terminated in accordance with the terms of this Fee Agreement. Assuming the Phase Termination Date for the Final Phase is December 31, 2054, the Final Termination Date is expected to be January 15, 2056, which is the due date of the last FILOT Payment with respect to the Final Phase.

“Improvements” means all improvements to the Real Property, including buildings, building additions, roads, sewer lines, and infrastructure, together with all additions, fixtures, accessions, replacements, and substitutions.

“Infrastructure” means (i) the infrastructure serving the County or the Project, (ii) improved and unimproved real estate, and personal property, including machinery and equipment, used in the operation of a manufacturing or commercial enterprise, or (iii) such other items as may be described in or permitted under Section 4-29-68 of the Code.

“Infrastructure Credit” means the credit provided to the Sponsor pursuant to Section 12-44-70 of the Act and Section 5.1 of this Fee Agreement, with respect to the Infrastructure. Infrastructure Credits are to be used for the payment of Infrastructure constituting real property, improvements and infrastructure before any use for the payment of Infrastructure constituting personal property, notwithstanding any presumptions to the contrary in the MCIP Act or otherwise.

“Investment Period” means the period beginning with the first day of any purchase or acquisition of Economic Development Property and ending five years after the Commencement Date, as may be extended pursuant to Section 12-44-30(13) of the Act. For purposes of this Fee Agreement, the Investment Period, unless so extended, is expected to end on December 31, 2025.

“MCIP Act” means Article VIII, Section 13(D) of the Constitution of the State of South Carolina, and Sections 4-1-170, 4-1-172, 4-1-175, and 4-29-68 of the Code.

“Multicounty Park” means the multicounty industrial or business park governed by the Amended and Restated Master Agreement Governing the I-77 Corridor Regional Industrial Park, originally dated as of September 1, 2018, between the County and Fairfield County, South Carolina, as may be amended.

“Net FILOT Payment” means the FILOT Payment net of the Infrastructure Credit.

“Phase” means the Economic Development Property placed in service during a particular year of the Investment Period.

“Phase Exemption Period” means, with respect to each Phase, the period beginning with the property tax year the Phase is placed in service during the Investment Period and ending on the Phase Termination Date.

“Phase Termination Date” means, with respect to each Phase, the last day of the property tax year which is the 29th year following the first property tax year in which the Phase is placed in service.

“Project” means all the Equipment, Improvements, and Real Property in the County that the Sponsor determines to be necessary, suitable, or useful by the Sponsor in connection with its investment in the County.

“Real Property” means real property that the Sponsor uses or will use in the County for the purposes that Section 2.2(b) describes, and initially consists of the land identified on Exhibit A of this Fee Agreement.

“Removed Components” means Economic Development Property which the Sponsor, in its sole discretion, (a) determines to be inadequate, obsolete, worn-out, uneconomic, damaged, unsuitable, undesirable, or unnecessary pursuant to Section 4.3 of this Fee Agreement or otherwise; or (b) elects to be treated as removed pursuant to Section 4.4(c) or Section 4.5(b)(iii) of this Fee Agreement.

“Replacement Property” means any property which is placed in service as a replacement for any Removed Component regardless of whether the Replacement Property serves the same functions as the Removed Component it is replacing and regardless of whether more than one piece of Replacement Property replaces a single Removed Component.

“Sponsor” means Project Cross and any surviving, resulting, or transferee entity in any merger, consolidation, or transfer of assets; or any other person or entity which may succeed to the rights and duties of the Sponsor under this Fee Agreement.

“Sponsor Affiliate” means an entity that participates in the investment [or job creation] at the Project and, following receipt of the County’s approval pursuant to Section 9.1 of this Fee Agreement, joins this Fee Agreement by delivering a Joinder Agreement, the form of which is attached as Exhibit B to this Fee Agreement.

“State” means the State of South Carolina.

Any reference to any agreement or document in this Article I or otherwise in this Fee Agreement shall include any and all amendments, supplements, addenda, and modifications to such agreement or document.

The term “investment” or “invest” as used in this Fee Agreement includes not only investments made by the Sponsor, but also to the fullest extent permitted by law, those investments made by or for the benefit of the Sponsor in connection with the Project through federal, state, or local grants, to the extent such investments are or, but for the terms of this Fee Agreement, would be subject to *ad valorem* taxes to be paid by the Sponsor.

ARTICLE II REPRESENTATIONS AND WARRANTIES

Section 2.1. *Representations and Warranties of the County.* The County represents and warrants as follows:

(a) The County is a body politic and corporate and a political subdivision of the State and acts through the County Council as its governing body. The Act authorizes and empowers the County to enter into the transactions that this Fee Agreement contemplates and to carry out its obligations under this Fee Agreement. The County has duly authorized the execution and delivery of this Fee Agreement and all other documents, certificates or other agreements contemplated in this Fee Agreement and has obtained all consents from third parties and taken all actions necessary or that the law requires to fulfill its obligations under this Fee Agreement.

(b) Based on representations by the Sponsor, County Council evaluated the Project based on all relevant criteria including the purposes the Project is to accomplish, the anticipated dollar amount and nature of the investment resulting from the Project, and the anticipated costs and benefits to the County and

following the evaluation, the County determined that (i) the Project is anticipated to benefit the general public welfare of the County by providing services, employment, recreation, or other public benefits not otherwise adequately provided locally; (ii) the Project gives rise to no pecuniary liability of the County or any incorporated municipality and to no charge against the County's general credit or taxing power; (iii) the purposes to be accomplished by the Project are proper governmental and public purposes; and (iv) the benefits of the Project are greater than the costs.

(c) The County identified the Project as a "project" by adopting an Inducement Resolution, as defined in the Act, on November 17, 2020.

(d) The County is not in default of any of its obligations (contractual or otherwise) as a result of entering into and performing its obligations under this Fee Agreement.

(e) The County has located or will take all reasonable action to locate the Real Property comprising the Project in the Multicounty Park to the extent such Real Property is not already included.

Section 2.2. Representations and Warranties of the Sponsor. The Sponsor represents and warrants as follows:

(a) The Sponsor is in good standing under the laws of the state of its organization, is duly authorized to transact business in the State (or will obtain such authority prior to commencing business in the State), has power to enter into this Fee Agreement, and has duly authorized the execution and delivery of this Fee Agreement.

(b) The Sponsor intends to operate the Project as corporate headquarters and service facilities and for such other purposes that the Act permits as the Sponsor may deem appropriate.

(c) The Sponsor's execution and delivery of this Fee Agreement and its compliance with the provisions of this Fee Agreement do not result in a default under any agreement or instrument to which the Sponsor is now a party or by which it is bound.

(d) The Sponsor will use commercially reasonable efforts to achieve the Contract Minimum Investment Requirement and the Contract Minimum Jobs Requirement.

(e) The execution and delivery of this Fee Agreement by the County and the availability of the FILOT and other incentives provided by this Fee Agreement has been instrumental in inducing the Sponsor to locate the Project in the County.

(f) The Sponsor has retained legal counsel to confirm, or has had a reasonable opportunity to consult legal counsel to confirm, its eligibility for the FILOT and other incentives granted by this Fee Agreement and has not relied on the County, its officials, employees or legal representatives with respect to any question of eligibility or applicability of the FILOT and other incentives granted by this Fee Agreement.

ARTICLE III THE PROJECT

Section 3.1. The Project. The Sponsor intends and expects to (i) construct or acquire the Project and (ii) meet the Contract Minimum Investment Requirement and the Contract Minimum Jobs Requirement within the Investment Period. The Sponsor anticipates that the first Phase of the Project will be placed in service during the calendar year ending December 31, 2020. Notwithstanding anything contained in this Fee Agreement to the contrary, the Sponsor is not obligated to complete the acquisition of the Project. However, if the Contract Minimum Investment Requirement is not met, the benefits provided to the

Sponsor, or Sponsor Affiliate, if any, pursuant to this Fee Agreement may be reduced, modified or terminated as provided in this Fee Agreement.

Section 3.2 Leased Property. To the extent that State law allows or is revised or construed to permit leased assets including a building, or personal property to be installed in a building, to constitute Economic Development Property, then any property leased by the Sponsor is, at the election of the Sponsor, deemed to be Economic Development Property for purposes of this Fee Agreement, subject, at all times, to the requirements of State law and this Fee Agreement with respect to property comprising Economic Development Property.

Section 3.3. Filings and Reports.

(a) On or before January 31 of each year during the term of this Fee Agreement, commencing in January 31, 2021, the Sponsor shall deliver to the Economic Development Director of the County with respect to the Sponsor and all Sponsor Affiliates, if any, the information required by the terms of the County's Resolution dated December 12, 2017, which is attached hereto as Exhibit C, as may be amended by subsequent resolution.

(b) The Sponsor shall file a copy of this Fee Agreement and a completed PT-443 with the Economic Development Director and the Department and the Auditor, Treasurer and Assessor of the County and partner county to the Multicounty Park.

(c) On request by the County Administrator or the Economic Development Director, the Sponsor shall remit to the Economic Development Director records accounting for the acquisition, financing, construction, and operation of the Project which records (i) permit ready identification of all Economic Development Property; (ii) confirm the dates that the Economic Development Property or Phase was placed in service; and (iii) include copies of all filings made in accordance with this Section.

**ARTICLE IV
FILOT PAYMENTS**

Section 4.1. FILOT Payments.

(a) The FILOT Payment due with respect to each Phase through the Phase Termination Date is calculated as follows:

- (i) The fair market value of the Phase calculated as set forth in the Act (for the Real Property portion of the Phase, the County and the Sponsor have elected to use the fair market value established in the first year of the Phase Exemption Period, multiplied by
- (ii) An assessment ratio of six percent (6%), multiplied by
- (iii) A fixed millage rate equal to the cumulative millage rate levied by or on behalf of all the taxing entities within which the Project is located as of June 30, 2020, which rates are as follows:

For all portions of the Project located in Tax District 2ER: 586.7
For all portions of the Project located in Tax District 2CC: 656.6
For all portions of the Project located in Tax District 1UR: 477.5

The Company shall file a separate Schedule PT-300T (or successor form) for the components of the Project in each of the above-referenced tax districts and shall identify the applicable tax district and

millage rate in the project description component of each filing in order to make the identification of the applicable millage rate for each separate form readily apparent to the Department and the County.

The calculation of the FILOT Payment must allow all applicable property tax exemptions except those excluded pursuant to Section 12-44-50(A)(2) of the Act. The Sponsor acknowledges that (i) the calculation of the annual FILOT Payment is a function of the Department and is wholly dependent on the Sponsor timely submitting the correct annual property tax returns to the Department, (ii) the County has no responsibility for the submission of returns or the calculation of the annual FILOT Payment, and (iii) failure by the Sponsor to submit the correct annual property tax return could lead to a loss of all or a portion of the FILOT and other incentives provided by this Fee Agreement.

(b) If a final order of a court of competent jurisdiction from which no further appeal is allowable declares the FILOT Payments invalid or unenforceable, in whole or in part, for any reason, the parties shall negotiate the reformation of the calculation of the FILOT Payments to most closely afford the Sponsor with the intended benefits of this Fee Agreement. If such order has the effect of subjecting the Economic Development Property to *ad valorem* taxation, this Fee Agreement shall terminate, and the Sponsor shall owe the County regular *ad valorem* taxes from the date of termination, in accordance with Section 4.7.

Section 4.2. FILOT Payments on Replacement Property. If the Sponsor elects to place Replacement Property in service, then, pursuant and subject to the provisions of Section 12-44-60 of the Act, the Sponsor shall make the following payments to the County with respect to the Replacement Property for the remainder of the Phase Exemption Period applicable to the Removed Component of the Replacement Property:

(a) FILOT Payments, calculated in accordance with Section 4.1, on the Replacement Property to the extent of the original income tax basis of the Removed Component the Replacement Property is deemed to replace.

(b) Regular *ad valorem* tax payments to the extent the income tax basis of the Replacement Property exceeds the original income tax basis of the Removed Component the Replacement Property is deemed to replace.

Section 4.3. Removal of Components of the Project. Subject to the other terms and provisions of this Fee Agreement, the Sponsor is entitled to remove and dispose of components of the Project in its sole discretion. Components of the Project are deemed removed when scrapped, sold or otherwise removed from the Project. If the components removed from the Project are Economic Development Property, then the Economic Development Property is a Removed Component, no longer subject to this Fee Agreement and is subject to *ad valorem* property taxes to the extent the Removed Component remains in the State and is otherwise subject to *ad valorem* property taxes.

Section 4.4. Damage or Destruction of Economic Development Property.

(a) *Election to Terminate.* If Economic Development Property is damaged by fire, explosion, or any other casualty, then the Sponsor may terminate this Fee Agreement. For the property tax year corresponding to the year in which the damage or casualty occurs, the Sponsor is obligated to make FILOT Payments with respect to the damaged Economic Development Property only to the extent property subject to *ad valorem* taxes would have been subject to *ad valorem* taxes under the same circumstances for the period in question.

(b) *Election to Restore and Replace.* If Economic Development Property is damaged by fire, explosion, or any other casualty, and the Sponsor does not elect to terminate this Fee Agreement, then the Sponsor may restore and replace the Economic Development Property. All restorations and replacements

made pursuant to this subsection (b) are deemed, to the fullest extent permitted by law and this Fee Agreement, to be Replacement Property.

(c) *Election to Remove.* If Economic Development Property is damaged by fire, explosion, or any other casualty, and the Sponsor elects not to terminate this Fee Agreement pursuant to subsection (a) and elects not to restore or replace pursuant to subsection (b), then the damaged portions of the Economic Development Property are deemed Removed Components.

Section 4.5. Condemnation.

(a) *Complete Taking.* If at any time during the Fee Term title to or temporary use of the Economic Development Property is vested in a public or quasi-public authority by virtue of the exercise of a taking by condemnation, inverse condemnation, or the right of eminent domain; by voluntary transfer under threat of such taking; or by a taking of title to a portion of the Economic Development Property which renders continued use or occupancy of the Economic Development Property commercially unfeasible in the judgment of the Sponsor, the Sponsor shall have the option to terminate this Fee Agreement by sending written notice to the County within a reasonable period of time following such vesting.

(b) *Partial Taking.* In the event of a partial taking of the Economic Development Property or a transfer in lieu, the Sponsor may elect: (i) to terminate this Fee Agreement; (ii) to restore and replace the Economic Development Property, with such restorations and replacements deemed, to the fullest extent permitted by law and this Fee Agreement, to be Replacement Property; or (iii) to treat the portions of the Economic Development Property so taken as Removed Components.

(c) In the year in which the taking occurs, the Sponsor is obligated to make FILOT Payments with respect to the Economic Development Property so taken only to the extent property subject to *ad valorem* taxes would have been subject to taxes under the same circumstances for the period in question.

Section 4.6. Calculating FILOT Payments on Diminution in Value. If there is a Diminution in Value, the FILOT Payments due with respect to the Economic Development Property or Phase so diminished shall be calculated by substituting the diminished value of the Economic Development Property or Phase for the original fair market value in Section 4.1(a)(i) of this Fee Agreement.

Section 4.7. Payment of Ad Valorem Taxes. If Economic Development Property becomes subject to *ad valorem* taxes as imposed by law pursuant to the terms of this Fee Agreement or the Act, then the calculation of the *ad valorem* taxes due with respect to the Economic Development Property in a particular property tax year shall: (i) include the property tax reductions that would have applied to the Economic Development Property if it were not Economic Development Property; and (ii) include a credit for FILOT Payments the Sponsor has made with respect to the Economic Development Property.

Section 4.8. Place of FILOT Payments. All FILOT Payments shall be made directly to the County in accordance with applicable law.

ARTICLE V ADDITIONAL INCENTIVES

Section 5.1. *Infrastructure Credits.* To assist in paying for costs of Infrastructure, the Sponsor is entitled to claim an Infrastructure Credit to reduce certain FILOT Payments due and owing from the Sponsor to the County under this Fee Agreement. The term, amount and calculation of the Infrastructure Credit is described in Exhibit D. In no event may the Sponsor's aggregate Infrastructure Credit claimed pursuant to this Section exceed the aggregate expenditures by the Sponsor on Infrastructure.

For each property tax year in which the Infrastructure Credit is applicable ("***Credit Term***"), the County shall prepare and issue the annual bills with respect to the Project showing the Net FILOT Payment, calculated in accordance with Exhibit D. Following receipt of the bill, the Sponsor shall timely remit the Net FILOT Payment to the County in accordance with applicable law.

ARTICLE VI CLAW BACK

Section 6.1. *Claw Back.* If the Sponsor fails to perform its obligations under this Fee Agreement as described in Exhibit E, then the Sponsor is subject to the claw backs as described in Exhibit E. Any amount that may be due from the Sponsor to the County as calculated in accordance with or described in Exhibit E is due within 30 days of receipt of a written statement from the County. If not timely paid, the amount due from the Sponsor to the County is subject to the minimum amount of interest that the law may permit with respect to delinquent *ad valorem* tax payments. The repayment obligation arising under this Section and Exhibit E survives termination of this Fee Agreement.

ARTICLE VII DEFAULT

Section 7.1. *Events of Default.* The following are "Events of Default" under this Fee Agreement:

(a) Failure to make FILOT Payments, which failure has not been cured within 30 days following receipt of written notice from the County specifying the delinquency in FILOT Payments and requesting that it be remedied;

(b) Failure to timely pay any amount, except FILOT Payments, due under this Fee Agreement;

(c) A Cessation of Operations. For purposes of this Fee Agreement, a "***Cessation of Operations***" means a publicly announced closure of the Facility, a layoff of a majority of the employees working at the Facility, or a substantial reduction in production that continues for a period of twelve (12) months;

(d) A representation or warranty made by the Sponsor which is deemed materially incorrect when deemed made;

(e) Failure by the Sponsor to perform any of the terms, conditions, obligations, or covenants under this Fee Agreement (other than those under (a), above), which failure has not been cured within 30 days after written notice from the County to the Sponsor specifying such failure and requesting that it be remedied, unless the Sponsor has instituted corrective action within the 30-day period and is diligently pursuing corrective action until the default is corrected, in which case the 30-day period is extended to include the period during which the Sponsor is diligently pursuing corrective action;

(f) A representation or warranty made by the County which is deemed materially incorrect when deemed made; or

(g) Failure by the County to perform any of the terms, conditions, obligations, or covenants hereunder, which failure has not been cured within 30 days after written notice from the Sponsor to the County specifying such failure and requesting that it be remedied, unless the County has instituted corrective action within the 30-day period and is diligently pursuing corrective action until the default is corrected, in which case the 30-day period is extended to include the period during which the County is diligently pursuing corrective action.

Section 7.2. Remedies on Default.

(a) If an Event of Default by the Sponsor has occurred and is continuing, then the County may take any one or more of the following remedial actions:

(i) terminate this Fee Agreement; or

(ii) take whatever action at law or in equity may appear necessary or desirable to collect amounts due or otherwise remedy the Event of Default or recover its damages.

(b) If an Event of Default by the County has occurred and is continuing, the Sponsor may take any one or more of the following actions:

(i) bring an action for specific enforcement;

(ii) terminate this Fee Agreement; or

(iii) in case of a materially incorrect representation or warranty, take such action as is appropriate, including legal action, to recover its damages, to the extent allowed by law.

Section 7.3. Reimbursement of Legal Fees and Other Expenses. On the occurrence of an Event of Default, if a party is required to employ attorneys or incur other reasonable expenses for the collection of payments due under this Fee Agreement or for the enforcement of performance or observance of any obligation or agreement, the prevailing party is entitled to seek reimbursement of the reasonable fees of such attorneys and such other reasonable expenses so incurred.

Section 7.4. Remedies Not Exclusive. No remedy described in this Fee Agreement is intended to be exclusive of any other remedy or remedies, and each and every such remedy is cumulative and in addition to every other remedy given under this Fee Agreement or existing at law or in equity or by statute.

ARTICLE VIII PARTICULAR RIGHTS AND COVENANTS

Section 8.1. Right to Inspect. The County and its authorized agents, at any reasonable time on prior written notice (which may be given by email), may enter and examine and inspect the Project for the purposes of permitting the County to carry out its duties and obligations in its sovereign capacity (such as, without limitation, for such routine health and safety purposes as would be applied to any other manufacturing or commercial facility in the County).

Section 8.2. Confidentiality. The County acknowledges that the Sponsor may utilize confidential and proprietary processes and materials, services, equipment, trade secrets, and techniques (“**Confidential Information**”) and that disclosure of the Confidential Information could result in substantial economic harm to the Sponsor. The Sponsor may clearly label any Confidential Information delivered to the County pursuant to this Fee Agreement as “**Confidential Information**.” Except as required by law, the County, or

any employee, agent, or contractor of the County, shall not disclose or otherwise divulge any labeled Confidential Information to any other person, firm, governmental body or agency. The Sponsor acknowledges that the County is subject to the South Carolina Freedom of Information Act, and, as a result, must disclose certain documents and information on request, absent an exemption. If the County is required to disclose any Confidential Information to a third party, the County will use its best efforts to provide the Sponsor with as much advance notice as is reasonably possible of such disclosure requirement prior to making such disclosure, and to cooperate reasonably with any attempts by the Sponsor to obtain judicial or other relief from such disclosure requirement.

Section 8.3. Indemnification Covenants.

(a) Except as provided in paragraph (d) below, the Sponsor shall indemnify and save the County, its employees, elected officials, officers and agents (each, an “**Indemnified Party**”) harmless against and from all liability or claims arising from the County’s execution of this Fee Agreement, performance of the County’s obligations under this Fee Agreement or the administration of its duties pursuant to this Fee Agreement, or otherwise by virtue of the County having entered into this Fee Agreement.

(b) The County is entitled to use counsel of its choice and the Sponsor shall reimburse the County for all of its costs, including attorneys’ fees, incurred in connection with the response to or defense against such liability or claims as described in paragraph (a), above. The County shall provide a statement of the costs incurred in the response or defense, and the Sponsor shall pay the County within 30 days of receipt of the statement. The Sponsor may request reasonable documentation evidencing the costs shown on the statement. However, the County is not required to provide any documentation which may be privileged or confidential to evidence the costs.

(c) The County may request the Sponsor to resist or defend against any claim on behalf of an Indemnified Party. On such request, the Sponsor shall resist or defend against such claim on behalf of the Indemnified Party, at the Sponsor’s expense. The Sponsor is entitled to use counsel of its choice, manage and control the defense of or response to such claim for the Indemnified Party; provided the Sponsor is not entitled to settle any such claim without the consent of that Indemnified Party.

(d) Notwithstanding anything in this Section or this Fee Agreement to the contrary, the Sponsor is not required to indemnify any Indemnified Party against or reimburse the County for costs arising from any claim or liability (i) occasioned by the acts of that Indemnified Party, which are unrelated to the execution of this Fee Agreement, performance of the County’s obligations under this Fee Agreement, or the administration of its duties under this Fee Agreement, or otherwise by virtue of the County having entered into this Fee Agreement; or (ii) resulting from that Indemnified Party’s own negligence, bad faith, fraud, deceit, or willful misconduct.

(e) An Indemnified Party may not avail itself of the indemnification or reimbursement of costs provided in this Section unless it provides the Sponsor with prompt notice, reasonable under the circumstances, of the existence or threat of any claim or liability, including, without limitation, copies of any citations, orders, fines, charges, remediation requests, or other claims or threats of claims, in order to afford the Sponsor notice, reasonable under the circumstances, within which to defend or otherwise respond to a claim.

Section 8.4. No Liability of County Personnel. All covenants, stipulations, promises, agreements and obligations of the County contained in this Fee Agreement are binding on members of the County Council or any elected official, officer, agent, servant or employee of the County only in his or her official capacity and not in his or her individual capacity, and no recourse for the payment of any moneys under this Fee Agreement may be had against any member of County Council or any elected or appointed official, officer, agent, servant or employee of the County and no recourse for the payment of any moneys or

performance of any of the covenants and agreements under this Fee Agreement or for any claims based on this Fee Agreement may be had against any member of County Council or any elected or appointed official, officer, agent, servant or employee of the County except solely in their official capacity.

Section 8.5. *Limitation of Liability.* The County is not liable to the Sponsor for any costs, expenses, losses, damages, claims or actions in connection with this Fee Agreement, except from amounts received by the County from the Sponsor under this Fee Agreement. Notwithstanding anything in this Fee Agreement to the contrary, any financial obligation the County may incur under this Fee Agreement is deemed not to constitute a pecuniary liability or a debt or general obligation of the County.

Section 8.6. *Assignment.* The Sponsor may assign this Fee Agreement in whole or in part with the prior written consent of the County or a subsequent written ratification by the County, which may be done by resolution, and which consent or ratification the County will not unreasonably withhold. The Sponsor agrees to notify the County and the Department of the identity of the proposed transferee within 60 days of the transfer. In case of a transfer, the transferee assumes the transferor's basis in the Economic Development Property for purposes of calculating the FILOT Payments.

Section 8.7. *No Double Payment; Future Changes in Legislation.* Notwithstanding anything contained in this Fee Agreement to the contrary, and except as expressly required by law, the Sponsor is not required to make a FILOT Payment in addition to a regular *ad valorem* property tax payment in the same year with respect to the same piece of Economic Development Property. The Sponsor is not required to make a FILOT Payment on Economic Development Property in cases where, absent this Fee Agreement, *ad valorem* property taxes would otherwise not be due on such property.

Section 8.8. *Administration Expenses.* The Sponsor will reimburse, or cause reimbursement to, the County for Administration Expenses in the amount of \$6,000. The Sponsor will reimburse the County for its Administration Expenses on receipt of a written request from the County or at the County's direction, which request shall include a statement of the amount and nature of the Administration Expense. The Sponsor shall pay the Administration Expense as set forth in the written request no later than 60 days following receipt of the written request from the County. The County does not impose a charge in the nature of impact fees or recurring fees in connection with the incentives authorized by this Fee Agreement. The payment by the Sponsor of the County's Administration Expenses shall not be construed as prohibiting the County from engaging, at its discretion, the counsel of the County's choice.

ARTICLE IX SPONSOR AFFILIATES

Section 9.1. *Sponsor Affiliates.* The Sponsor may designate Sponsor Affiliates from time to time, including at the time of execution of this Fee Agreement, pursuant to and subject to the provisions of Section 12-44-130 of the Act. To designate a Sponsor Affiliate, the Sponsor must deliver written notice to the Economic Development Director identifying the Sponsor Affiliate and requesting the County's approval of the Sponsor Affiliate. Except with respect to a Sponsor Affiliate designated at the time of execution of this Fee Agreement, which may be approved in the County Council ordinance authorizing the execution and delivery of this Fee Agreement, approval of the Sponsor Affiliate may be given by the County Administrator delivering written notice to the Sponsor and Sponsor Affiliate following receipt by the County Administrator of a recommendation from the Economic Development Committee of County Council to allow the Sponsor Affiliate to join in the investment at the Project. The Sponsor Affiliate's joining in the investment at the Project will be effective on delivery of a Joinder Agreement, the form of which is attached as Exhibit B, executed by the Sponsor Affiliate to the County.

Section 9.2. *Primary Responsibility.* Notwithstanding the addition of a Sponsor Affiliate, the Sponsor acknowledges that it has the primary responsibility for the duties and obligations of the Sponsor

and any Sponsor Affiliate under this Fee Agreement, including the payment of FILOT Payments or any other amount due to or for the benefit of the County under this Fee Agreement. For purposes of this Fee Agreement, “primary responsibility” means that if the Sponsor Affiliate fails to make any FILOT Payment or remit any other amount due under this Fee Agreement, the Sponsor shall make such FILOT Payments or remit such other amounts on behalf of the Sponsor Affiliate.

ARTICLE X MISCELLANEOUS

Section 10.1. Notices. Any notice, election, demand, request, or other communication to be provided under this Fee Agreement is effective when delivered to the party named below or when deposited with the United States Postal Service, certified mail, return receipt requested, postage prepaid, addressed as follows (or addressed to such other address as any party shall have previously furnished in writing to the other party), except where the terms of this Fee Agreement require receipt rather than sending of any notice, in which case such provision shall control:

IF TO THE SPONSOR:

[to be added for third reading]

WITH A COPY TO (does not constitute notice):

Haynsworth Sinkler Boyd, P.A.
Attn: Will Johnson
P.O. Box 11889
Columbia, SC 29211-1889

IF TO THE COUNTY:

Richland County, South Carolina
Attn: Richland County Economic Development Director
2020 Hampton Street
Columbia, South Carolina 29204

WITH A COPY TO (does not constitute notice):

Parker Poe Adams & Bernstein LLP
Attn: Ray E. Jones
1221 Main Street, Suite 1100 (29201)
Post Office Box 1509
Columbia, South Carolina 29202-1509

Section 10.2. Provisions of Agreement for Sole Benefit of County and Sponsor. Except as otherwise specifically provided in this Fee Agreement, nothing in this Fee Agreement expressed or implied confers on any person or entity other than the County and the Sponsor any right, remedy, or claim under or by reason of this Fee Agreement, this Fee Agreement being intended to be for the sole and exclusive benefit of the County and the Sponsor.

Section 10.3. Counterparts. This Fee Agreement may be executed in any number of counterparts, and all of the counterparts together constitute one and the same instrument.

Section 10.4. Governing Law. South Carolina law, exclusive of its conflicts of law provisions that would refer the governance of this Fee Agreement to the laws of another jurisdiction, governs this Fee Agreement and all documents executed in connection with this Fee Agreement.

Section 10.5. Headings. The headings of the articles and sections of this Fee Agreement are inserted for convenience only and do not constitute a part of this Fee Agreement.

Section 10.6. Amendments. This Fee Agreement may be amended only by written agreement of the parties to this Fee Agreement.

Section 10.7. Agreement to Sign Other Documents. From time to time, and at the expense of the Sponsor, to the extent any expense is incurred, the County agrees to execute and deliver to the Sponsor such additional instruments as the Sponsor may reasonably request and as are authorized by law and reasonably within the purposes and scope of the Act and this Fee Agreement to effectuate the purposes of this Fee Agreement.

Section 10.8. Interpretation; Invalidity; Change in Laws.

(a) If the inclusion of property as Economic Development Property or any other issue is unclear under this Fee Agreement, then the parties intend that the interpretation of this Fee Agreement be done in a manner that provides for the broadest inclusion of property under the terms of this Fee Agreement and the maximum incentive permissible under the Act, to the extent not inconsistent with any of the explicit terms of this Fee Agreement.

(b) If any provision of this Fee Agreement is declared illegal, invalid, or unenforceable for any reason, the remaining provisions of this Fee Agreement are unimpaired, and the parties shall reform such illegal, invalid, or unenforceable provision to effectuate most closely the legal, valid, and enforceable intent of this Fee Agreement so as to afford the Sponsor with the maximum benefits to be derived under this Fee Agreement, it being the intention of the County to offer the Sponsor the strongest inducement possible, within the provisions of the Act, to locate the Project in the County.

(c) The County agrees that in case the FILOT incentive described in this Fee Agreement is found to be invalid and the Sponsor does not realize the economic benefit it is intended to receive from the County under this Fee Agreement as an inducement to locate in the County, the County agrees to negotiate with the Sponsor to provide a special source revenue or Infrastructure Credit to the Sponsor (in addition to the Infrastructure Credit explicitly provided for above) to the maximum extent permitted by law, to allow the Sponsor to recoup all or a portion of the loss of the economic benefit resulting from such invalidity.

Section 10.9. Force Majeure. The Sponsor is not responsible for any delays or non-performance caused in whole or in part, directly or indirectly, by strikes, accidents, freight embargoes, fires, floods, inability to obtain materials, conditions arising from governmental orders or regulations, war or national emergency, pandemic, acts of God, and any other cause, similar or dissimilar, beyond the Sponsor's reasonable control.

Section 10.10. Termination; Termination by Sponsor.

(a) Unless first terminated under any other provision of this Fee Agreement, this Fee Agreement terminates on the Final Termination Date.

(b) The Sponsor is authorized to terminate this Fee Agreement at any time with respect to all or part of the Project on providing the County with 30 days' notice.

(c) Any monetary obligations due and owing at the time of termination and any provisions which are intended to survive termination, survive such termination.

(d) In the year following termination, all Economic Development Property is subject to *ad valorem* taxation or such other taxation or payment in lieu of taxation that would apply absent this Fee Agreement. The Sponsor's obligation to make FILOT Payments under this Fee Agreement terminates to the extent of and in the year following the year the Sponsor terminates this Fee Agreement pursuant to this Section.

Section 10.11. *Entire Agreement.* This Fee Agreement expresses the entire understanding and all agreements of the parties, and neither party is bound by any agreement or any representation to the other party which is not expressly set forth in this Fee Agreement or in certificates delivered in connection with the execution and delivery of this Fee Agreement.

Section 10.12. *Waiver.* Either party may waive compliance by the other party with any term or condition of this Fee Agreement only in a writing signed by the waiving party.

Section 10.13. *Business Day.* If any action, payment, or notice is, by the terms of this Fee Agreement, required to be taken, made, or given on any Saturday, Sunday, or legal holiday in the jurisdiction in which the party obligated to act is situated, such action, payment, or notice may be taken, made, or given on the following business day with the same effect as if taken, made or given as required under this Fee Agreement, and no interest will accrue in the interim.

Section 10.14. *Agreement's Construction.* Each party and its counsel have reviewed this Fee Agreement and any rule of construction to the effect that ambiguities are to be resolved against a drafting party does not apply in the interpretation of this Fee Agreement or any amendments or exhibits to this Fee Agreement.

[Signature pages follow]

IN WITNESS WHEREOF, the County, acting by and through the County Council, has caused this Fee Agreement to be executed in its name and on its behalf by the Chair of County Council and to be attested by the Clerk of the County Council; and the Sponsor has caused this Fee Agreement to be executed by its duly authorized officer, all as of the day and year first above written.

RICHLAND COUNTY, SOUTH CAROLINA

(SEAL)

By: _____
County Council Chair
Richland County, South Carolina

ATTEST:

By: _____
Clerk to County Council
Richland County, South Carolina

[Signature Page 1 to Fee in Lieu of Ad Valorem Taxes [and Incentive] Agreement]

[PROJECT/SPONSOR NAME]

By: _____
Its: _____

[Signature Page 2 to Fee in Lieu of Ad Valorem Taxes [and Incentive] Agreement]

**EXHIBIT A
PROPERTY DESCRIPTION**

[to be completed for third reading]

EXHIBIT B (see Section 9.1)
FORM OF JOINDER AGREEMENT

Reference is hereby made to the Fee-in-Lieu of *Ad Valorem* Taxes Agreement, effective [DATE] ("Fee Agreement"), between Richland County, South Carolina ("County") and [COMPANY] ("Sponsor").

1. Joinder to Fee Agreement.

[_____] a [STATE] [corporation]/[limited liability company]/[limited partnership] authorized to conduct business in the State of South Carolina, hereby (a) joins as a party to, and agrees to be bound by and subject to all of the terms and conditions of, the Fee Agreement as if it were a Sponsor [except the following: _____]; (b) shall receive the benefits as provided under the Fee Agreement with respect to the Economic Development Property placed in service by the Sponsor Affiliate as if it were a Sponsor [except the following _____]; (c) acknowledges and agrees that (i) according to the Fee Agreement, the undersigned has been designated as a Sponsor Affiliate by the Sponsor for purposes of the Project; and (ii) the undersigned qualifies or will qualify as a Sponsor Affiliate under the Fee Agreement and Section 12-44-30(20) and Section 12-44-130 of the Act.

2. Capitalized Terms.

Each capitalized term used, but not defined, in this Joinder Agreement has the meaning of that term set forth in the Fee Agreement.

3. Representations of the Sponsor Affiliate.

The Sponsor Affiliate represents and warrants to the County as follows:

(a) The Sponsor Affiliate is in good standing under the laws of the state of its organization, is duly authorized to transact business in the State (or will obtain such authority prior to commencing business in the State), has power to enter into this Joinder Agreement, and has duly authorized the execution and delivery of this Joinder Agreement.

(b) The Sponsor Affiliate's execution and delivery of this Joinder Agreement, and its compliance with the provisions of this Joinder Agreement, do not result in a default, not waived or cured, under any agreement or instrument to which the Sponsor Affiliate is now a party or by which it is bound.

(c) The execution and delivery of this Joinder Agreement and the availability of the FILOT and other incentives provided by this Joinder Agreement has been instrumental in inducing the Sponsor Affiliate to join with the Sponsor in the Project in the County.

4. Governing Law.

This Joinder Agreement is governed by and construed according to the laws, without regard to principles of choice of law, of the State of South Carolina.

5. Notice.

Notices under Section 10.1 of the Fee Agreement shall be sent to:

[_____]

IN WITNESS WHEREOF, the undersigned has executed this Joinder Agreement to be effective as of the date set forth below.

Date

Name of Entity

By:_____

Its:_____

IN WITNESS WHEREOF, the County acknowledges it has consented to the addition of the above-named entity as a Sponsor Affiliate under the Fee Agreement effective as of the date set forth above.

RICHLAND COUNTY, SOUTH CAROLINA

By:_____

Its:_____

EXHIBIT C (see Section 3.3)
RICHLAND COUNTY RESOLUTION REQUIRING CERTAIN ACCOUNTABILITY PRACTICES CONCERNING
ECONOMIC DEVELOPMENT PROJECTS IN THE COUNTY

Attachment: Project Cross Richland County Agreement (6392 : Ordinance No.: 2020-108 Inclusion of Project Cross in Multi-County Park)

EXHIBIT D (see Section 5.1)
DESCRIPTION OF INFRASTRUCTURE CREDIT

The Infrastructure Credits shall equal 20% of the FILOT Payment due for the first ten payments hereunder, which are anticipated to be the payments for property tax years 2021 through 2030.

EXHIBIT E (see Section 6.1)
DESCRIPTION OF CLAW BACK

Repayment Amount = Total Infrastructure Credits Received x Claw Back Percentage

Claw Back Percentage = 100% - Overall Achievement Percentage

Overall Achievement Percentage = (Investment Achievement Percentage + Jobs Achievement Percentage) / 2

Investment Achievement Percentage = Actual Investment Achieved / Contract Minimum Investment Requirement *[may not exceed 100%]*

Jobs Achievement Percentage = Actual New, Full-Time Jobs Created / Contract Minimum Jobs Requirement *[may not exceed 100%]*

In calculating the each achievement percentage, only the investment made or new jobs achieved up to the Contract Minimum Investment Requirement and the Contract Minimum Jobs Requirement will be counted.

Provided, if the Investment Achievement Percentage of Jobs Achievement Percentage is 90% of higher, then such percentage shall be deemed to be 100%.

For example, and by way of example only, if the County granted \$100,000 in Infrastructure Credits, and \$54,283,500 had been invested at the Project and 561.6 jobs had been created by the end of the Investment Period, the Repayment Amount would be calculated as follows:

Jobs Achievement Percentage = 561.6/702 = 80%

Investment Achievement Percentage = \$53,077,200/\$60,315,000 = 88%

Overall Achievement Percentage = (80% + 88%)/2 = 84%

Claw Back Percentage = 100% - 84% = 16%

Repayment Amount = \$100,000 x 16% = \$16,000

The Sponsor shall pay any amounts described in or calculated pursuant to this Exhibit E within 30 days of receipt of a written statement from the County. If not timely paid by the Sponsor, the amount due is subject to the minimum amount of interest that the law may permit with respect to delinquent *ad valorem* tax payments. The repayment obligation described in this Exhibit E survives termination of this Fee Agreement.

RESOLUTION NO.: R-2020-078

Authorizing the City Manager to execute an Amended and Reinstated Agreement Concerning Electrical Service Rights between Fairfield Electric Cooperative, Tri-County Electric Co-operative, Mid-Carolina Electric Cooperative, Inc. and Dominion Energy South Carolina, Inc.

BE IT RESOLVED by the Mayor and City Council this ____ day of _____, 2020, that the City Manager is hereby authorized to execute the attached Amended and Reinstated Agreement Concerning Electrical Service Rights between Fairfield Electric Cooperative, Tri-County Electric Co-operative, Mid-Carolina Electric Cooperative, Inc., Dominion Energy South Carolina, Inc. and the City of Columbia, or on a form approved by the City Attorney, to extend the deadline to complete the franchise agreement to June 30, 2021, with an additional one-time extension of up to six months, or December 31, 2021 in order provide the companies with detailed infrastructure and parcel mapping to afford future efficient and effective service plans.

Requested by:

Assistant City Manager Gentry

Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:


Deputy City Attorney

City Clerk

Introduced:

Final Reading:

AMENDMENT TO AGREEMENT CONCERNING ELECTRIC SERVICE RIGHTS AMONG
FAIRFIELD ELECTRIC COOPERATIVE, INC., TRI-COUNTY ELECTRIC
COOPERATIVE, INC., MID-CAROLINA ELECTRIC COOPERATIVE, INC. AND
DOMINION ENERGY SOUTH CAROLINA, INC.

This Amendment to the Electric Service Rights Agreement is made and entered into by and among Dominion Energy South Carolina, Inc. ("DESC"), Fairfield Electric Cooperative, Inc. ("Fairfield Electric"), Tri-County Electric Cooperative, Inc. ("Tri-County Electric"), Mid-Carolina Electric Cooperative, Inc. ("Mid-Carolina"), and the City of Columbia ("City") (collectively, "Parties").

WITNESSETH:

WHEREAS, the Parties entered into an Electric Service Rights Agreement effective _____, 2020 to avoid electric service rights disputes between Fairfield Electric, Tri-County Electric, Mid-Carolina and DESC within the City limits, a copy of said Agreement being attached hereto and incorporated herein by reference; and,

WHEREAS, the Agreement provided for Franchise Agreements to be entered into with the City by June 30, 2020, and upon agreement by all the Parties extending the deadline to complete the franchise agreement by a one-time extension of up to six months, or December 31, 2020; and,

WHEREAS, the Parties desire to amend Paragraph 1 of the Agreement to allow for an additional six-month extension period or June 30, 2021, to include an option for one additional six-month extension period, or December 31, 2021; NOW, THEREFORE,

IT IS HEREBY AGREED, that Paragraph 1 is hereby amended to read as follows:

1. Fairfield Electric, Tri-County Electric, Mid-Carolina and DESC shall enter into Franchise Agreements with the City on June 30, 2021, or earlier if the Parties so agree, provided that both Franchise Agreements will be signed on the same day. The Franchise Agreements shall each have the same effective date, shall each be for a specified term of at least thirty (30) years, shall each expire on the same date certain, and shall each omit any provisions allowing for amendment of the term of the Franchise Agreement. Five (5) business days prior to execution of the Franchise Agreements, each Party shall be provided with the final versions of the Franchise Agreements for the purpose of determining compliance with the terms of this Electric Service Rights Agreement. If any Party determines that either Franchise Agreement does not comply with the terms of this Electric Service Rights Agreement, that Party may terminate this Electric Service Rights Agreement at any time prior to execution of the Franchise Agreements. Upon agreement by all Parties, the deadline to complete the franchise agreement may be extended one-time up to six months, or December 31, 2021.

IN WITNESS WHEREOF, the duly authorized representatives of the Parties have caused this Electric Service Rights Agreement to be executed and effective as of the date of the last signature below.

WITNESSES:

CITY OF COLUMBIA

Teresa B. Wilson, City Manager

Date: _____

WITNESSES:

DOMINION ENERGY SOUTH CAROLINA, INC.

W. Keller Kissam, President-Electric Operations

Date: _____

APPROVED AS TO FORM


Legal Department City of Columbia, SC

WITNESSES:

WITNESSES:

WITNESSES:

FAIRFIELD ELECTRIC COOPERATIVE, INC.

Bruce G. Bacon, Chief Executive Officer
Date: _____

TRI-COUNTY ELECTRIC COOPERATIVE, INC.

Chad T. Lowder, Chief Executive Officer
Date: _____

MID-CAROLINA ELECTRIC COOPERATIVE, INC.

B. Robert Paulling, Chief Executive Officer
Date: _____

RESOLUTION NO.: R-2020-105

*Authorizing the City Manager to execute a 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 ____ day of _____, 2020,
that the City Manager is hereby authorized to execute the attached Management Services
Agreement for the property known as 1401 Main Street, or in a form to be approved by the City
Attorney, between the City of Columbia and Executive Management and Leasing, Inc, for the
terms and conditions therein contained.

(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:

MANAGEMENT SERVICES AGREEMENT

THIS **MANAGEMENT SERVICES AGREEMENT** (the "Agreement") is made and entered into between the **CITY OF COLUMBIA**, a South Carolina municipality ("Owner"), and **EXECUTIVE MANAGEMENT AND LEASING, INC.**, a South Carolina corporation ("Manager").

WHEREAS, Owner is the owner of that certain office building located at 1401 Main Street in the City of Columbia, State of South Carolina, generally known as "1401 Main Building" (the "Building"); and

WHEREAS, Owner is desirous of appointing, engaging, and employing Manager to provide certain services in connection with the Building; and

WHEREAS, Owner has full right and authority to appoint, engage, and employ the Manager to assist owner in managing the Building; and

WHEREAS, Manager is desirous of accepting such appointment under the terms and conditions set forth in this Agreement.

NOW, THEREFORE, Owner and Manager, in consideration of these presents, the mutual agreements, premises and covenants herein, and other good and valuable consideration, the receipt, sufficiency, and adequacy of which is hereby acknowledged, do hereby agree as follows:

1. **Appointment of Manager.**

- A. **Property Management Services.** Owner does hereby appoint, engage, and employ Manager as its sole and exclusive agent and representative of Owner for the purpose of providing property management services in connection with the Building as hereinafter set forth, and Manager does hereby accept such appointment and employment for and in consideration of the compensation set forth in Section 3A below, all upon the terms and conditions of this Agreement.
- B. **Relationship.** Manager shall be an independent contractor and not an agent (other than as specifically stated herein), employee, partner of, or joint venture with, Owner. If Manager provides other services to Owner, nothing contained herein shall be deemed to modify, amend or diminish the agreements contained herein, and Manager's responsibilities and duties hereunder shall be considered entirely separate from any other relationship with Owner.
- C. **Manager's Other Interests.** Owner acknowledges that Manager may have ownership or other interests in businesses in the real estate market area of the Building which include the management and leasing of real property, and Owner agrees not to assert any claim against Manager by virtue thereof unless Manager's activities with respect thereto have resulted in Manager's breach of its expressed obligations hereunder.

2. **Term of Agreement.** This Agreement is for a term of twenty-four months (the "Term") commencing on January 1, 2020 (the "Commencement Date") and terminating on December 31, 2022 (the "Termination Date"). The Owner shall have the ability to extend this term an additional two-year term, with the mutual consent of the Manager.

3. **Manager Compensation/Management Fees.**

- A. **Property Management Fees.** Owner shall pay to Manager a monthly property management fee (the "Property Management Fee") of Twelve thousand five hundred Dollars (\$12,500.00), payable on the 10th day of each month commencing on the first month of the Commencement Date, and continuing upon the termination of the Term. Upon an extension of this agreement, the management fee structure will remain unchanged unless mutually agreed upon.

4. **Property Management Services.** Owner hereby authorizes and empowers Manager, in the best judgment of Manager, to perform the following in the name and account of Owner:

- A. Employ, promote, discharge, supervise, and pay such employees as Manager may determine advisable to be employed in the care, management, or operation of the Building. It is understood and agreed that all employees working for the management company are in the employment of Manager solely, and Owner shall in no manner be liable to such employees. Manager agrees to defend, indemnify and hold harmless Owner from and against any and all claims, demands, and liability whatsoever, including, without limitation, attorneys' fees and costs, arising out of or in connection with such employees, other than matters related to compensation to such employees.
- B. Prepare an annual Budget (the "Budget") for the Building operations. Budget years shall reflect the fiscal year of the Owner, which is July 1 through June 30. The proposed Budget shall be submitted by December 15th of each year for the fiscal year commencing the following July. Manager shall use its best efforts reasonably to manage and operate the Building in accordance with the Budget and shall secure the prior approval of Owner for any expense exceeding by more than Twenty-Five Thousand Dollars (\$25,000.00) more than the amount set forth in any line item of the Budget.
- C. Subject to the terms of the Budget, make all contracts for electricity, gas, fuel, water, telephone, cable, window cleaning, rubbish removal, laundry service, exterminating, janitorial services, maintenance services, landscaping, equipment maintenance, and other utilities or services or such of them as Manager shall deem advisable and that Tenants in the Building (collectively, "Tenants") are not required to perform.
- D. Make or cause to be made all repairs, replacements, alterations, additions, improvements, and decorations in and to the Building as Manager may determine advisable. Expenditures for such repairs, replacements, alterations, additions, improvements, and decorations in excess of Five Thousand Dollars (\$5,000.00) shall not be made without the prior written consent of Owner or in accordance with the Budget, except in an emergency, or if Manager in good faith determines that expenditures are necessary to protect the Building from damage or to prevent injury to persons or loss of life.
- E. Purchase all supplies and materials for the Building as Manager may determine advisable.
- F. Provide accounting services and procedures relating to accounts payable and accounts receivable with respect to the services provided by Manager for the Building.
- G. Collect all security deposits as required under the leases of Tenants in the Building (collectively, "Tenant Leases"). All security deposits collected by Manager shall be deposited in a separate trust account in a bank mutually approved by Owner and Manager

and not co-mingled with funds of Owner or Manager. All security deposits shall otherwise be held, deposited, and/or segregated into separate accounts as may be required to comply with the laws of the State of South Carolina affecting such security deposits and shall be in compliance with acceptable financial and auditing procedures of the Owner.

- H. Collect all rental payments, and other income and amounts due under Tenant Leases promptly upon such amounts becoming due, which shall be deposited into accounts in accordance with Section 8 below.
 - I. Obtain insurance certificates from Tenants as may be required by Tenant Leases.
 - J. Timely bill back to Tenants by March 1st of each year, or otherwise in accordance with the specific terms and conditions of any Tenant Lease, such amounts which may be due Owner under any Tenant Leases.
 - K. Assist as needed in all legal actions or proceedings for the collection of rent or other amounts from the Building, or the ousting, ejectment, or dispossessing of tenants or other persons therefrom, and engage attorneys for any such matters. Legal assistance shall be obtained through counsel designated or approved by Owner and such legal action undertaken shall be solely in Owner's name. All such legal expenses, including that of counsel, shall be borne by Owner.
 - L. Cooperate with and assist appraisers, consultants, or counsel retained by Owner to evaluate the Building or to appeal assessed values, but shall not be responsible for such undertakings as part of this Agreement.
5. **Additional Services.** Manager has the resources to perform, or cause to be performed, additional services not otherwise described in Section 4 above, including Building Up-fit coordination services, a Window Replacement project, as well as other projects as identified by the Owner, (collectively, "Additional Services"). Manager shall not be required to perform any Additional Services unless requested to do so by Owner in a written notice and then only if and when Owner and Manager have agreed in writing upon the amount and method of compensation to Manager for such Additional Service. (See Appendix C attached herewith). Manager shall perform all services in accordance with Owner's requirements as outlined specific to each project in advance of a project moving forward, which may include managing vendors approved by owner to perform work on agreed upon projects in compliance with established procedures for doing so. On occasion, the City may elect to undertake projects outside of management contract but agrees to discuss any such decisions with the Manager in advance and coordinate such activities as needed to avoid disruptions to routine activities or other projects in process.

If requested to provide additional services as contemplated above, the Manager shall utilize the following requirements while carrying out these duties.

- A. For procurement of services related to a project management assignment, the Manager shall provide that all services are procured in an inclusive and competitive process. A minimum of three (3) separate proposals for the requested services are required. The City shall be afforded an opportunity to review solicitations prior to release as well as being afforded an opportunity to be present and participate in the proposal receipt, review and award process.

- B. Because the Owner is committed to enhancing opportunities for all segments of the business community, the Owner has set the following aspirational goals. 20% Minority, Women-Owned Business Enterprise participation and 20% Local Business Enterprise participation (LBE as certified by Office of Business Opportunities). The City reserves the right to approve all bids and percentages prior to award.
- C. Terms and Conditions for all vendor agreements which will result from these additional services will be as provided or agreed upon by the City on a project by project basis.
6. **Payment by Owner.** Owner shall coordinate with the City designee to cause prompt payment of all obligations, liabilities, costs, expenses and fees required to be paid by Owner arising on account of or in connection with this Agreement. Manager shall be excused from its obligations under this Agreement if and to the extent performance thereof is hindered by Owner's failure to provide to Manager Adequate Funds within ten (10) business days after receipt of Manager's notice. In no event whatsoever shall Manager have any obligations to advance any of its own funds hereunder or incur any liability or obligations in the performance of its duties hereunder except for obligations to the Owner created hereby. Manager shall continue to make lease payments for the adjacent lots directly to the Lessor and shall submit invoice to the Owner for reimbursement of those costs on a monthly basis.
7. **Expenditures and Reimbursement of Manager.** Owner shall promptly reimburse Manager for any monies which Manager advances or otherwise authorizes the expenditure (i) with the prior approval of Owner for, the account of, or use at, or for the benefit of the Building, or (ii) without the prior approval of Owner if Property Owner in good faith determines is necessary to address an emergency repair or similar situation requiring prompt or immediate attention in an amount not to exceed \$25,000 in the aggregate for such event. Nothing herein contained, however, shall be construed to obligate Manager to make any such advances.
8. **Manager's Maintenance of Funds.** All monies received by Manager from, for, or on behalf of Owner, including without limitation, rents and security deposits, shall be provided to the Owner and deposited by Owner in a bank or savings bank in account(s) maintained by Owner and shall not be co-mingled with the any other funds of Owner and shall be disbursed by Owner in such amounts and at such times as the same are required to pay for obligations, liabilities, costs, expenses and fees (including, without limitation, the compensation and reimbursement of Manager as herein provided) arising on account of or in connection with this Agreement or the Building. The Owner acknowledges the Manager will work closely with Owner's designee to provide deposits into the Owner's account as well as invoices for payment and Owner agrees to process payments in a timely manner. Both the Owner and the Manager shall maintain records of activities associated with operation and maintenance of the property. Manager shall provide monthly records to the Owner of all costs associated with the property and shall work to develop regular reports if requested by the Owner.
9. **Compliance with Laws.** Owner acknowledges that, being the City of Columbia, its departments and agencies has local jurisdiction over the use, maintenance, operation or construction of the Building, including safety and access matters and, in that capacity, is familiar with such laws governing the same and will take such steps as are necessary to comply with such local laws. Manager shall make all reasonable efforts to comply with all statutes, ordinances, laws, rules and orders of any federal, state or local government or department, or officer thereof, having jurisdiction over the use, maintenance, operation or construction of the Building. Manager further agrees from time to time to take reasonable steps to advise Owner with respect to state or federal

statutes, ordinances, laws, rules and regulations mentioned above to ensure that the Building, and the operation thereof, comply with such requirements.

10. **Indemnity and Insurance.** Except for willful misconduct or negligence of Manager, Manager shall indemnify and save Owner harmless from any and all damages including reasonable attorneys' fees from or connected with any negligence, willful misconduct or breach of this Agreement by Manager or its employees or by any third party acting on behalf of Manager. It is expressly agreed that the foregoing provisions of this paragraph shall survive the expiration or earlier termination of this Agreement. Manager shall not be liable to Owner for any error in judgment, except willful malfeasance, bad faith, or negligence arising out of or in connection with this Agreement. Manager shall carry workers' compensation and employer's liability at limits no less than statutory requirements where required to do so by law. Manager shall comply with all local, state and federal laws, and regulations applicable to any employees including minimum wage laws.
11. **Sign.** Subject to Owner's prior specific approval, Owner hereby grants Manager the privilege of displaying Manager's signs in and upon the Building announcing that the Building is under Manager's management.
12. **Non-Liability of Manager.** Manager is not and never shall be liable to any creditor of Owner nor to any claimant against the Building or other property of Owner provided such claim is not brought on by negligence of the Manager.
13. **Manager Standard of Care.** In the performance and discharge of Manager's duties and obligations pursuant to this Agreement, Manager shall act diligently, reasonably and prudently in accordance with the standard of care, diligence, and prudence exercised by reputable managers of projects similar to the Building (the "Standard of Care"). The phrases "best judgment of Manager", "Manager in good faith determines", "Manager deems advisable", "Manager may determine advisable", "best efforts", and similar phrases as used in this Agreement shall require Manager to conform to the Standard of Care.
14. **Default/Termination of Agreement.** Manager shall be in default in this Agreement if Manager fails to comply with any provision of this Agreement but only if such failure is not cured within ten (10) business days after the date of written notice ("Notice Date") from Owner specifying the specific nature of the failure (provided, however, with respect to any matter not curable by the payment of money if curing such failure reasonably requires more than ten (10) business days, the time period for curing shall be extended for up to a total of sixty (60) days so long as Manager promptly commenced to cure the failure after the Notice Date and thereafter prosecutes such cure). In the event of default by Manager, Owner may give notice of such default and terminate the Agreement.
15. **Manager's Lease/Management Office.** Owner acknowledges that Manager has an existing lease for office space within the Building ("Manager's Lease") and Owner recognizes Manager's continuing rights under the Manager's Lease, and further agrees and hereby confirms that Manager shall continue to pay no rent under the Manager's Lease for such time as Manager is performing its services to Owner under this Agreement.

16. **Miscellaneous Provisions.**

- A. Assignment. Neither Owner nor Manager may assign their respective rights under this Agreement without the prior written approval of the other party.
- B. Time of Essence. Time is of the essence in the performance of all obligations under this Agreement.
- C. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document. In addition, this Agreement may contain more than one counterpart of the signature page, all of which signature pages may be attached to one copy of this Agreement to constitute the entire executed Agreement.
- D. Notices. Any notice, request, demand, consent, approval and other communications under this Agreement shall be in writing, and shall be deemed duly given or made at the time and on the date when either (i) personally delivered, or (ii) sent by U.S. Certified Mail, return receipt requested, postage prepaid, or (iii) sent, postage prepaid, by any reputable delivery service that provides evidence of delivery to the Party being given such notice (such as Federal Express or UPS), or (iv) by facsimile transmission evidenced by written confirmation that the transmission was received; or (v) by electronic mail (provided that the sender of such electronic mail communication shall orally or by email confirm receipt thereof by the appropriate Party), to the address for each Party set forth below:

To Owner:
CITY OF COLUMBIA
1737 Main Street
Columbia, South Carolina 29217
Attention: Teresa Wilson, City Manager
Email: Teresa.Wilson@columbiasc.gov

To Manager:
EXECUTIVE MANAGEMENT AND
LEASING, INC.
1401 Main Street, Suite 670
Columbia, South Carolina 29201
Attention: David R. Loy
Email: dloy@emandl.com

Assistant City Manager for Operations
1113 Recreation Drive (PO Box 147/29217)
Columbia, South Carolina 29203
Attention: Henry Simons, Assistant City Manager
Email: Henry.Simons@columbiasc.gov

Any notice mailed as herein provided shall be deemed to have been received two (2) business days after the date of mailing. Evidence of deposit in Registered or Certified First Class Mail shall constitute sufficient proof of delivery.

- E. Captions, Gender and Number. Captions contained in this Agreement are inserted only as a matter of convenience and in no way define, limit, extend or describe the scope of this Agreement or the intent of any provision hereof. Whenever the context so requires, any pronouns used herein shall include the corresponding masculine, feminine or neuter forms, and the singular form of nouns and pronouns shall include the plural and vice versa.
- F. Waiver. Any consent to or waiver of a specific provision of the Agreement shall not be deemed or construed to be a consent to or waiver of any other provision of this Agreement. Failure on the part of one party to complain of any act or failure to act on

the part of the other party, irrespective of the duration of such failure, shall not constitute a waiver or modification of rights hereunder. No waiver or modification hereunder shall be effective unless the same is in writing and signed by the party against whom it is sought.

- G. Severability. If any provision of this Agreement shall, in whole or in part, prove to be invalid for any reason, such invalidity shall affect only the portion of such provision, which shall be invalid, and in all other respects this Agreement shall stand as if such invalid provision, or other invalid portion thereof, had not been a part hereof. The parties agree that this Agreement shall be enforced to the fullest extent permitted by law.
- H. Entire Agreement; Amendment. This Agreement is the sole and entire agreement and understanding of the parties with respect to the transactions contemplated herein. All prior agreements, representations or understandings, whether written or oral, shall not be construed to change, amend, alter, repeal or invalidate this Agreement. This Agreement may be amended only by a written instrument executed by the party against whom enforcement is sought.
- I. Governing Law and Jurisdiction. This Agreement has been executed and delivered in the State of South Carolina, and its validity, interpretation, performance, and enforcement and all matters relating thereto, shall be governed by and construed and interpreted in accordance with the laws of the State of South Carolina. For purposes of any litigation arising from or related to this Agreement, the parties hereby submit to the jurisdiction of the appropriate state court located in Richland County, South Carolina.
- J. No Adverse Presumption. It is acknowledged that this Agreement arose as the result of arms-length negotiations between the parties and that this Agreement is the product of input by all parties. As a result, any ambiguity or uncertainty is not to be construed against any party.

IN WITNESS WHEREOF, the parties hereto have executed this Management Services Agreement the day and year first above written.

WITNESS:

OWNER:

CITY OF COLUMBIA, a South Carolina municipality

By: _____
Teresa B. Wilson, City Manager

Date: _____

MANAGER:

EXECUTIVE MANAGEMENT AND LEASING, INC.,
a South Carolina corporation

By: _____
David R. Loy, President

Date: _____

APPROVED AS TO FORM



Legal Department City of Columbia, SC

APPENDIX A: Projected Facility Budget for Jan 2021 – June 2021

Vendors	Jan '21	Feb '21	March '21	April '21	May '21	June '21
Security Services	\$4,700.00	\$4,700.00	\$4,700.00	\$4,700.00	\$4,700.00	\$4,700.00
Utility Billing Services	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$500.00
Entrance Cleaning	\$65.00	\$65.00	\$65.00	\$65.00	\$65.00	\$65.00
Building Repairs	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00
Plumbing Repairs	\$800.00	\$800.00	\$800.00	\$800.00	\$800.00	\$800.00
Electrical Repairs	\$600.00	\$600.00	\$600.00	\$600.00	\$600.00	\$600.00
Janitorial Contract	\$18,062.07	\$18,062.07	\$18,062.07	\$19,213.32	\$19,213.32	\$19,213.32
Paper Supplies	\$1,100.00	\$1,100.00	\$1,100.00	\$1,100.00	\$1,100.00	\$1,100.00
Gas and Electric Utility	\$25,500.00	\$25,500.00	\$26,500.00	\$26,500.00	\$29,000.00	\$32,500.00
Building Management	\$12,500.00	\$12,500.00	\$12,500.00	\$12,500.00	\$12,500.00	\$12,500.00
Resident Engineer	\$6,500.00	\$6,500.00	\$6,500.00	\$6,500.00	\$6,500.00	\$6,500.00
Generator Services (150kw 200kw)	\$0.00	\$0.00	\$0.00	\$1,000.00	\$0.00	\$0.00
Fire Alarm System (Annual)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Elevator Service	\$10,760.55	\$0.00	\$0.00	\$10,760.55	\$0.00	\$0.00
HVAC/Mechanical	\$3,402.00	\$3,402.00	\$3,402.00	\$3,402.00	\$3,402.00	\$3,402.00
SC LLR. (4 Elevators)	\$0.00	\$0.00	\$250.00	\$0.00	\$0.00	\$0.00
Phone Monitoring (Tracer)	\$111.97	\$111.97	\$111.97	\$111.97	\$111.97	\$111.97
Emergency Phones (elevators)	\$271.93	\$271.93	\$271.93	\$271.93	\$271.93	\$271.93
Elevator Inspection (annual)	\$0.00	\$0.00	\$750.00	\$0.00	\$0.00	\$0.00
Subtotal	\$86,873.52	\$76,112.97	\$78,112.97	\$90,024.77	\$80,764.22	\$84,764.22
Parking	\$12,386.20	\$12,386.20	\$12,386.20	\$12,386.20	\$12,386.20	\$12,386.20
Total	\$99,259.72	\$88,499.17	\$90,499.17	\$102,410.97	\$93,150.42	\$97,150.42

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	2021
*Upfit 3 rd floor	\$790,000	2022
*Upfit 5 th floor	\$790,000	2021
*Upfit 6 th floor	\$790,000	2021
*Upfit 7 th floor	\$790,000	2021
*Upfit 11 th floor	TBD – based on avg cost per SF for any upfit needed to this floor	2021
Window Replacement	TBD, unknown material and support system selections at this time	2021
Parking Lot Modifications	< \$25,000	2021
Roof Modifications	TBD, exploring options at this time	2021/2022
Upfit estimates are based on \$52/SF but may vary based on decisions made by the Owner regarding materials and design of each floor. City will pay actual cost plus management fee once work is bid by Manager and approved by Owner.		

APPENDIX C: Additional Services

DUTIES AND COMPENSATION FOR 1401 BUILDING RENOVATIONS AND UP-FIT ACTIVITIES

The general responsibilities of Manager under this agreement will be to secure, monitor/coordinate the “Facilities Transition and Up-Fit Program” in order to facilitate the timely opening of the new facilities. Manager will monitor the schedule of design and construction activities of the Building and report all information and recommendations to the Owner. When agreed upon, it will be the responsibility of the Manager to secure and direct the activities of the contractors or sub-contractors under this agreement.

Beginning upon the signing of this agreement, the Manager will be available to

- Secure Vendors when requested by Owner per guidelines provided by Owner
- Monitor the activities of all suppliers, vendors, building designers, general contractors, etc., and provide reports to the owner’s representatives of completion status relative to completion target dates; and
- Coordinate owner supplied information and any owner supplied equipment necessary for the completion of all new facilities; and
- Identify any issues affecting the timely completion of each project; and
- Facilitate problem resolution between all parties involved in the Facilities Program
- Manage and coordinate change order request from owner to A/E and contractors or from A/E and contractors to owner
- Review monthly progress billings from all parties to owner.

Compensation to the Manager for services provided as “Additional Services” under this agreement, are in addition to all other compensation previously described in this agreement; and because the level of effort required by the Manager will depend on the decisions made during the course of its activities, a precise fee for the scope of additional services is difficult to determine. For purposes of this section, the upfit for each floor will be considered a separate project. Consequently, the compensation to be paid to the Manager by the Owner for these additional services will be equal to the following model:

- Small projects less than \$50,000, the management fee shall be based on 10 % of the cost of the work being performed unless otherwise negotiated due to project specific details that may impact the typical tasks of the Manager.
- Medium projects, ranging from \$50,000– \$1,200,000, the management fee shall be based on 7% of the cost of the work being performed unless otherwise negotiated due to project specific details that may impact the typical tasks of the Manager.
- Large projects in excess of \$1,200,000, the management fee shall be based on 5% of the cost of the work being performed unless otherwise negotiated due to project specific details that may impact the typical tasks of the Manager.

Any amount (including related professional fees) which is approved by Owner and expended during the term (each a Project Contract) and described in “work orders/purchase orders to be issued at the time the individual assignments are mutually agreed upon by the parties to this agreement. The Fee for each Project Contract shall be payable to Manager within 30 days of the date of the invoice provided to Owner.



City of Columbia, South Carolina

PUBLIC NOTICE

City of Columbia Community Development Department
FY 2019 - 2020 Consolidated Annual Performance &
Evaluation Report (CAPER)

Public Comment Period:

December 4, 2020 – December 15, 2020

In accordance with the federal regulations, 24 CFR, Part 91, the City of Columbia is preparing a draft Consolidated Annual Performance & Evaluation Report (CAPER) for Fiscal Year 2019 - 2020. The City of Columbia announces a 10 – day public comment period to review the draft 2019 CAPER for the Community Development Block Grant (CDBG), HOME Investment Partnership (HOME), Housing Opportunities for Persons with AIDS (HOPWA) and Community Development Block Grant Disaster Recovery (CDBG-DR) programs. The purpose of the CAPER is to allow the public an opportunity to review and comment on progress, achievements and expenditures of the federal CDBG, HOPWA, HOME and CDBG-DR programs in the City of Columbia. To encourage public input in this review process, a Public Hearing will be held:

Tuesday, December 15, 2020 – 2:00 p.m.

Columbia City Council Meeting

<https://us02web.zoom.us/j/89092826308>

Meeting ID: 890 9282 6308

Public Input Call-In Number:

855-925-2801

Meeting Code: 9002

Citizens will have the opportunity to review the proposed 2019 CAPER beginning December 4, 2020 at <https://columbiasc.gov/community-development/federal-entitlement> or request a copy from the Community Development Department. Public comments regarding the 2019 CAPER can be submitted via email to CommunityDevelopment@ColumbiaSC.gov, mailed to Community Development Department, 1401 Main Street, 4th Floor, Columbia, SC 29201 or faxed to (803) 255-8912. A summary of all citizen comments will be included in the 2019 CAPER to be submitted to HUD on or before December 29, 2020. For more information, please contact Community Development at (803) 545-3373.



2021 COUNCIL MEETING DATES

MEETING DATES	TYPE OF MEETINGS	AGENDA DEADLINES
January 5	Council Meeting	December 23
January 19	Council Meeting / Zoning Public Hearing	January 6
February 2	Council Meeting	January 20
February 16	Council Meeting	February 3
March 2	Council Meeting	February 17
March 16	Council Meeting / Zoning Public Hearing	March 3
April 6	Council Meeting	March 24
April 20	Council Meeting	April 7
May 4	Council Meeting	April 21
May 18	Council Meeting / Zoning Public Hearing	May 5
June 1	Council Meeting	May 19
June 15	Council Meeting	June 2
July 6	Council Meeting	June 23
July 20	Council Meeting / Zoning Public Hearing	July 7
August 3	Council Meeting / <i>National Night Out</i>	July 21
August 17	Council Meeting	August 4
September 7	Council Meeting	August 25
September 21	Council Meeting / Zoning Public Hearing	September 8
October 5	Council Meeting	September 22
October 19	Council Meeting	October 6
November 2	<i>City of Columbia Municipal Election</i>	
November 16	Council Meeting / Zoning Public Hearing	November 3
December 7	Council Meeting	November 24
December 21	Council Meeting	December 8

Attachment: 2021_Meetings_Deadlines_Draft (6358 : Proposed Meeting Schedule for 2021)