



COLUMBIA CITY COUNCIL MEETING AGENDA TUESDAY, JANUARY 5, 2021

The Columbia City Council will conduct a Meeting on Tuesday, January 5, 2021 at 2:00 p.m. using Video Conferencing Technology. The Virtual Meeting will be streamed online at www.columbiasc.gov. Citizens have the ability to listen to audio and participate in the meeting via telephone by dialing **855-925-2801**. When prompted, enter meeting code: **6444**. For additional meeting information visit www.columbiacitysc.iqm2.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 December 1 and 15, 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
3. Midlands Business Leadership Group Governmental Cooperation Initiative - Mr. James Bennett, MBLG and Ms. Meghan Hickman, EngenuitySC

CONSENT AGENDA ITEMS 4 THROUGH 12

4. Council is asked to approve the renewal of Cityworks Software and License Support for the term of 1/15/2021 through 1/14/2022, as requested by the Information Technology Services Department. Award to Azteca Systems, LLC, in the amount of \$100,000.00. This vendor is located in Sandy, UT.



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Funding Source: Public Works Administration - Computer Equipment, Hardware, & Peripherals (1011124-627500) \$1,990.00; Public Works Administration - Maintenance & Service Contract (1011124-638200) \$5,000.00; Forestry Horticulture - Maintenance and Service Contract (1011217-638200) \$7,500.00; Streets & Sidewalks - Maintenance and Service Contract (1013201-638200) \$2,000.00; Traffic Operations - Maintenance and Service Contract (1013204-638200) \$3,000.00; Street Storm Drain - Maintenance and Service Contract (5534203-638200) \$1,500.00; Street - Water & Sewer Repair - Maintenance and Service Contracts (5513202-638200) \$2,000.00; Customer Service - Special Contracts (5511407-638300) \$3,000.00; Meter Reading - Maintenance and Service Contract (5516202-638200) \$15,000.00; Utilities Wastewater Maintenance -Software License (5516205-627510) \$49,010.00; Solid Waste Street Sweeping - Maintenance and Service Contract (5534408-638200) \$10,000.00. The original budget amount is \$100,000.00.

5. 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 First Reliance Bank in an amount not to exceed \$200,000.00. This firm is located in Florence, SC.

Funding Source: ED Special Allocation (5511301-638508). The original budget amount is \$200,000.00.

6. Council is asked to approve the Management and Administration of Employee Medical Services at the Employee Health Center, as requested by the Human Resources Department. Award to Doctors Care, P.A. in the amount of \$1,133,814.12. This firm is located in Columbia, SC.

Funding Source: Employee Health Center - Medical Services (6048920-636900) \$953,814.12; Employee Health Center - Drug and Medical Supplies (6048920-624900) \$75,000.00; Employee Health Center - Special Departmental Supplies (6048920-627100) \$60,000.00; Employee Health Center - Coronavirus Services (6048920-638412) \$45,000.00. The original budget amount is \$1,133,814.12.

7. Council is asked to approve Change Order #1 for the purchase of Blended Phosphate for Corrosion Control at the Columbia Canal Water Treatment Plant, as requested by Columbia Water. Award to Carus, LLC in the amount of \$50,000.00. This vendor is located in Peru, IL.

Funding Source: Utilities Columbia Canal WTP - Chemicals (5516206-624800). The original budget amount is \$106,210.00.

8. Council is asked to approve Contract Amendment #2 for Water and Sewer Rate Study Services, as requested by Columbia Water. Award to Black and Veatch Management Consulting, LLC as a sole source in the amount of \$111,420.00. This firm is located in Kansas City, MO with services provided from Orlando, FL.



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Funding Source: Utilities and Engineering Administration/Professional Services (5511109-636600). The original budget amount was \$118,125.00. The budget amount for this amendment is \$111,420.00. The total revised budget amount is \$229,545.00.

9. Council is asked to approve a Contract for Project WM4514; New Water Main along Beacon Hill Road and Beacon Hill Court, as requested by Columbia Water. Award to DS Utilities, Inc. in an amount not to exceed \$268,696.80, which includes contingency. This firm is located in Little Mountain, SC.

Funding Source: Engineering - Water & Sewer Improvements (5529999-WM451401-658650). The original budget amount is \$399,656.00.

This is a Mentor Protégé Program project. DS Utilities, Inc., a Local Business Enterprise of Little Mountain, SC is the Mentor and will be providing equipment and personnel services at 11.44% (\$25,615.76) of the total contract amount. Patriot Construction, Inc., of Columbia, SC is the Protégé and will be providing pipe installation services at 88.56% (\$198,298.24) of the total contract amount.

10. Council is asked to approve an Agreement for Project SS7582; Wastewater Collection System Manhole Survey, as requested by Columbia Water. Award to Hydrostructures in the amount of \$424,750.00. The firm is located in Cayce, SC.

Funding Source: Engineering Wastewater System Improvement Special Contracts Water/Sewer, Stormwater (5516221-SS758201-638305). The original budget amount is \$424,750.00.

This is a Columbia Disadvantaged Business Enterprise (CDBE) Project. The CDBE goal placed on this project was 12.00% and was met at 12.05% (\$51,200.00) of the total contract amount. Hydrostructures of Cayce, SC will provide technical engineering support for surveying and mapping services at 87.95% (\$373,550.00) of the total contract amount.

The following sub-consultants will provide additional services:

DESA, Inc., a Minority Business Enterprise (W) of Columbia, SC, will provide manhole inspection services at 4.99% (\$21,200.00) of the total contract amount.

Construction Support Services, a Minority Business Enterprise of Hopkins, SC, will provide surveying services at 7.06% (\$30,000.00) of the total contract amount.

11. Council is asked to approve Contract Amendment #7 for Project WM4326; Water Tank Repainting and Maintenance Services, as requested by Columbia Water. Award to Utility Service Company, Inc. in the amount of \$645,742.00. This firm is located in Perry, GA.



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Funding Source: Utilities Columbia Canal WTP (5516206-WM432601-638305) \$250,000.00 and Utilities Lake Murray Plant (5516207-WM432601-638305) \$395,742.00. The original budget amount was \$2,104,970.00. The budget amount for this amendment is \$645,742.00. The total revised budget amount is \$2,750,712.00.

Utility Service Company, Inc. is the prime and will provide renovation, painting, and preventative maintenance services for the City's water storage facilities at 73.82% (\$2,030,712.00) of the revised total contract amount.

The following subcontractors will provide additional services:

Bullins Painting of Stoneville, GA will provide blast/paint labor services at 8.73% (\$240,000.00) of the revised total contract amount.

Semper Fi Steel of La Grange, KY will provide blast/paint labor services at 13.09% (\$360,000.00) of the revised total contract amount.

Nordic Tank & Tower, Inc. of Menahga, MN will provide blast/paint labor services at 4.36% (\$120,000.00) of the revised total contract amount.

12. 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)

First reading approval was given on December 15, 2020.

APPOINTMENTS

13. Climate Protection Action Committee
14. Planning Commission

CITY COUNCIL COMMITTEE REFERRALS / REPORTS

15. Council is asked to refer an update from the Climate Protection Action Committee (CPAC) and Review of Bylaw Revisions to the Environment and Infrastructure Committee, as requested by Administration.
16. Council is asked to refer a Dominion LED Lighting Presentation to the Environment and Infrastructure Committee, as requested by Administration.

PUBLIC INPUT



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EXECUTIVE SESSION

17. 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*

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

Venue License Agreement

19. 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)

*Absolute Total Care
Williams Street Project*

ADJOURNMENT



We Are Columbia

COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, DECEMBER 1, 2020

The Columbia City Council conducted a virtual meeting on Tuesday, December 1, 2020 using video conferencing technology. The Honorable Mayor Stephen K. Benjamin called the meeting to order at 2:10 p.m. and the following members of Council were present: The Honorable Sam Davis, The Honorable Tameika Isaac Devine, The Honorable Howard E. Duvall, Jr., The Honorable 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 Mr. Davis, Council voted unanimously to adopt the agenda subject to adding an Executive Session discussion of State of South Carolina Ex Rel Alan Wilson, Attorney General vs. City of Columbia to **Item 31** and deferring **Item 29**.

APPROVAL OF MINUTES

1. Council is asked to approve the October 20, 2020 and November 5, 2020 Council Meeting Minutes.

Upon a motion made by Ms. Devine and seconded by Mr. Rickenmann, Council voted unanimously to approve the October 20, 2020 and November 5, 2020 Council Meeting Minutes.

Ms. Teresa Wilson, City Manager recognized the fifty-year employment anniversary of Mr. Oscar Davis, Lead Equipment Operator for the Solid Waste Division.

Mayor Benjamin said thank you so much for your 50 years of service and commitment to the people of Columbia. You are a role model. Thank you on behalf of the City of Columbia.

CITY COUNCIL DISCUSSION / ACTION

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

Attachment: MN_12_01_2020 (6409 : Approval of Minutes)



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Mayor Benjamin said we will continue to follow the data. We will continue to make sure we protect our staff and the citizens who come and visit us. We need to make sure we model the type of behavior that we want others to engage in. Physical distance is of the utmost importance as COVID-19 continues to hit record numbers.

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

Mr. Harry Tinsley, Emergency Management Director said we are over 63 million cases and 1.4 million deaths worldwide. In the U.S., we are over 13.5 million cases and 260,000 deaths. Per today's reporting, South Carolina stands at 205,004 cases. As of yesterday, we had 1,297 additional cases with a positive test rate of 17.6%. Unfortunately, there were 13 new confirmed deaths bringing the total to 4,091. In Richland County, the case count stands at 18,875 and 284 confirmed deaths. Over the last 14-days, Richland County had 1,297 new cases. We continue to average between 70 and 90 new cases per day. The zip codes with the highest tests over the last 14-days are 29063 with 105 cases, 29201 with 107 cases, 29210 with 100 cases, 29223 with 130 cases, and 29229 with 142 cases. As of the November 25th report, 39 out of the 46 counties in our state have a high recent disease activity rate. Richland County continues to be in high risk with an incident rate of 306.7 per 100,000 with a positive rate of 10.4%. The state recovery rate is estimated at 91.3%. The state is averaging 1,200 cases per day with a positive test rate of 14.9%. The bed utilization rate still remains at 75%. There are 980 patients currently hospitalized due to COVID-19; 201 are in the ICU and 84 are on ventilators. State public health officials continue to aggressively evaluate case counts, positive rates, and hospitalizations. DHEC continues to focus on preventive measures as we await vaccines.

3. Update from Central SC Alliance - Mrs. Tracy McMillin, Interim President and CEO

Mrs. Tracy McMillin, Central SC Alliance Interim President and CEO said Central SC has been around since 1994. Our mission is to engage in regional economic development to support the City of Columbia and the eight counties in the heart of our state in their local economic development efforts. Our staff of seven is an extension of City staff, always on-call with a wide range of services. Due to COVID-19, recruitment missions have been converted to virtual meetings and webinars. We hired a new lead generation firm this summer. We implemented a new LinkedIn program where we are targeting companies through the platform. Our first round of this program will be focused on the life sciences industry. We made Gazelle available to City staff. It's an online lead generation tool that can be used to identify growth companies to help support our lead generation efforts. We partnered with the City to continue expanding a library of photos, videos, testimonials, and success stories to better tell our story as a community. We are partnering with commercial brokerages around Columbia to expand our repository of property videos. We do have in-house



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design capabilities. We are working on industry sector specific brochures. We do a lot of e-blast direct marketing to companies and site consultants. We launched a new website with enhanced messaging and resources that support members, stakeholders, and industry. In tandem with that we rebranded as the “Heart of South Carolina” and relaunched our “Made in Central SC” campaign. We expanded content and frequency of social media and website posts to encompass a broader selection of material to support City news and events, highlight available properties, and new marketing materials. We launched the “Insights from the Heart of South Carolina” newsletter. We are also very focused on making sure we support members’ action plans and initiatives. One of the other big initiatives is to broaden the collaboration among Richland County, Lexington County, City of Columbia, Experience SC, University of South Carolina, and others. The City of Columbia’s Central SC membership includes: research services, marketing services, and lead generation and development services. We ask that the City return to year-around membership. This will allow to strengthen our partnership by better aligning our services and deliverables for the City by providing uninterrupted lead generation, marketing, and research.

Mayor Benjamin said it is appropriate to have an offline discussion about membership and the terms previously discussed. As a primary advocate of the alliance in Council, we need to have this conversation and make a decision from there.

CONSENT AGENDA ITEMS 4 THROUGH 21

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

4. Council is asked to approve a Contract for the King Street Asbestos Abatement and Demolition Project, as requested by the Community Development Department. Award to AAA Utility and Construction, LLC in an amount not to exceed \$58,850.00. The contractor is located in Columbia, SC. – *Approved*

Funding: Source: Community Development Control - Professional Services, King/Lyon Street Redevelopment (2519999-636600, 9100930018-636600). The original budget amount is \$60,000.00.

5. Council is asked to approve the Fiscal Year 2020/2021 Contract Extension for Cornerstone On Demand Automated Recruiting Software Solutions, as requested by the Human Resources Department. Award to Cornerstone On Demand, Inc., in the amount of \$63,133.91. The firm is located in Santa Monica, CA. – *Approved*

Funding Source: Program Management Office - Software Licenses (6218950-627510). The original budget amount is \$70,000.00.



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6. Council is asked to approve a Professional Services Agreement for Fiscal Year 2020/2021 for Employee Technology Training, as requested by the Community Development Department. Award to Fast Forward in an amount not to exceed \$100,000.00. This firm is located in Columbia, SC. – *Approved*

Funding Source: Community Development (1014320-636600) and Special Projects (5518415-636600). The original budget amount is \$100,000.00.

7. Council is asked to approve the Purchase of five Chevrolet Tahoes, as requested by the Columbia Police Department. Award to Love Chevrolet, using the SC State Contract in the amount of \$189,902.00. The vendor is located in Columbia, SC. – *Approved*

Funding Source: Capital Replacement - Auto, Trucks, Heavy Equipment - Capital (6308972-658500). The original budget amount is \$189,902.00.

8. Council is asked to approve the Renewal of Fiscal Year 2020/2021 Records Management System Workstation Software Annual Maintenance, as requested by the Columbia Police Department. Award to Tritech Software Systems, a CentralSquare Company, in the amount of \$206,381.30. The vendor is located in Lake Mary, FL. – *Approved*

Funding Source: Police Administrative Services - Maintenance & Service Contract (1012402-638200). The original budget amount is \$206,381.30

9. Council is asked to approve the Purchase of Banner 5.2 Upgrade, Software Licenses, and Maintenance Support, as requested by the Budget and Program Management Office. Award to Hansen Banner, LLC, in the amount of \$822,370.00. The vendor is located in Carlsbad, CA. – *Approved*

Funding Source: Technology Contingency - Professional Services (5518408-636600) \$811,070.00; Technology Contingency - Software Licenses (5518408-627510) \$4,300.00; Technology Contingency - Maintenance & Service Contracts (5518408-638200) \$7,000.00. The original budget amount is \$822,370.00.

10. Council is asked to approve the Purchase of Parts and Labor for Reconditioning of the Aqua Guard Self-Cleaning Bar Filter Screen for the Metro Wastewater Treatment Plant, as requested by Columbia Water. Award to Parkson Corporation, as a Sole Source in the amount of \$146,000.00. The vendor is located in Fort Lauderdale, FL. – *Approved*

Funding Source: Utilities Metro Wastewater Plant - Special Projects (5516208-638500). The original budget amount is \$146,000.00.

Attachment: MN_12_01_2020 (6409 : Approval of Minutes)



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11. Council is asked to approve Contract Amendment #4 for Project SD8386; Harlem Heights Watershed Improvements, as requested by Columbia Water. Award to Woolpert, Incorporated in the amount of \$159,035.00. The firm is located in Columbia, SC. – *Approved*

Funding Source: Stormwater Improvement Capital Project Control/Capital Project Costs (5534210-SD8386-638305). The original budget amount was \$491,299.00. The budget amount for this amendment is \$159,035.00. The total revised budget amount is \$650,334.00.

Woolpert, Incorporated is the prime and will provide project management, public coordination, permitting, utility coordination, and hydraulic modeling services at 41.49% (\$269,849.00) of the revised total contract amount.

The following subconsultants will provide additional services:

4D Engineering, a Minority Business Enterprise (W) of Lexington, SC, will provide site design and construction management services at 43.34% (\$281,835.00) of the revised total contract amount.

P J Noble and Associates, a Minority Business Enterprise of Columbia, SC, will provide public involvement and meeting facilitation services at 7.27% (\$47,300.00) of the revised total contract amount.

Chao & Associates, a Minority Business Enterprise of Columbia, SC, will provide field survey and data collection services at 5.30% (\$34,450.00) of the revised total contract amount.

Schnabel Engineering of Columbia, SC, will provide geotechnical services at 2.60% (\$16,900.00) of the revised total contract amount.

12. Council is asked to approve the Purchase of the Muffin/Channel/Auger/Screenings Washer/Honey Monster, Separation Systems, Repair Services, Installation, and Maintenance, as requested by Columbia Water. Award to JWC Environmental Inc., as a Sole Source in the amount of \$211,887.75. The vendor is located in Costa Mesa, CA. – *Approved*

Funding Source: Utilities Metro Wastewater Plant-Equipment repair/Service Supply; (5516208-631800); Utilities Metro Wastewater Plant-Machinery and Equipment-Capital (5516208-658300); Utilities Metro Wastewater Plant-Maintenance and Service Contract (5516208-638200). The original budget amount is \$220,000.00.

Attachment: MN 12 01 2020 (6409 : Approval of Minutes)



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13. Council is asked to approve an Agreement for Project SS7568; Saluda River Force Main Extension Project, as requested by Columbia Water. Award to Stantec Consulting Services, Inc. in the amount of \$446,350.00. The firm is located in Columbia, SC. – *Approved*

Funding Source: Water and Sewer Capital Projects - Capital Project Costs (5529999-SS756801-658650). The original budget amount is \$446,350.00.

This is a Mentor Protégé Program Project. Stantec Consulting Services, Inc. is the mentor and will provide project management, pipeline design, and permitting services at 79.99% (\$357,050.00) of the total contract amount. Chao & Associates, a Minority Business Enterprise of Columbia, SC, is the protégé and will provide surveying and design decision assistance at 20.01% (\$89,300.00) of the total contract amount.

14. ANNEXATION, COMPREHENSIVE PLAN MAP AMENDMENT, AND ZONING MAP AMENDMENT for 1314 Rosewood Drive; TMS# 11208-02-10 - *First reading approval was given on November 17, 2020 – Approved on second 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 second 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)

15. ANNEXATION, COMPREHENSIVE PLAN MAP AMENDMENT, AND ZONING MAP AMENDMENT for 1.45-acre portion of 940 Gracern Road; TMS# 07301-02-01(p) - *First reading approval was given on November 17, 2020 – Approved on second 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 second reading.

Council District: 2

Attachment: MN_12_01_2020 (6409 : Approval of Minutes)



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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)

16. **FUTURE LAND USE MAP AMENDMENT** for parcels affected by annexation or modification of land use occurred between February 13 and November 17, 2020.

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 - First reading approval was given on November 17, 2020 – Approved on second 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)

17. **UNIFIED DEVELOPMENT ORDINANCE - Revise Effective Date of Ordinance**

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 - First reading approval was given on November 17, 2020 – Approved on second 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)



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18. 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 - *First reading approval was given on November 17, 2020 – Approved on second reading.*
19. 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 - *First reading approval was given on November 17, 2020 – Approved on second reading.*
20. 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 - *First reading approval was given on November 17, 2020 – Approved on second reading.*
21. 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 North Side (N/S) of Farrow Road, Richland County TMS #11612-04-01 - *First reading approval was given on November 17, 2020 – Approved on second reading.*

Attachment: MN_12_01_2020 (6409 : Approval of Minutes)



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ORDINANCES - SECOND READING

22. 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 - *First reading approval was given on November 17, 2020 – Approved on second reading.*

Upon a motion made by Mr. Brennan and seconded by Mr. Duvall, Council voted [6 to 1] to give second 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. McDowell, Mr. Duvall, Ms. Devine, Mr. Davis, and Mayor Benjamin voted aye. Mr. Rickenmann voted nay.

ZONING/PLANNING MATTERS - FIRST READING

23. ZONING TEXT AMENDMENT to Amend §17-253 -- DD (design/development)/City Center Design/Development Guidelines to delete Section 3.5.4 (Site Plan Review). *The public hearing was held on November 17, 2020 and first reading was deferred – Approved on first reading.*

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 – Approved on second reading.

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)

Attachment: MN_12_01_2020 (6409 : Approval of Minutes)



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Upon a motion made by Mr. Rickenmann and seconded by Mr. McDowell, Council voted unanimously to give first reading approval to 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.

ORDINANCES - FIRST READING

24. 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) – *Approved on first reading.*

Councilor Duvall said the City is communicating with Richland County regarding this ordinance and is aware of modifications being made that will address safety protocols for the property. First reading is being approved with the acknowledgement that the City will receive a final credit agreement for this project from Richland County following their December 8, 2020 County Council meeting. That document will be the version considered by the City for second reading approval.

Upon a motion made by Mr. McDowell and seconded by Mr. Davis, Council voted unanimously to give first reading approval to 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).

RESOLUTIONS

25. Resolution No.: R-2020-100 Authorizing the Purchase of 6249 Yorkshire Drive, Columbia, SC 29209 identified as Lot 13, Block I, Yorkshire; Richland County TMS#16416-03-08 n/f Walter Ray Burns, as Trustee under the Revocable Trust Agreement of Walter Ray Burns dated April 29, 2019; Project Name: Yorkshire Stormwater Improvements; CIP Project #SD8468; CF#250-515 - *Approved*

Upon a motion made by Mr. Rickenmann and seconded by Mr. Duvall, Council voted unanimously to approve Resolution No.: R-2020-100 Authorizing the Purchase of 6249 Yorkshire Drive, Columbia, SC 29209 identified as Lot 13, Block I, Yorkshire; Richland County TMS#16416-03-08 n/f Walter Ray Burns, as Trustee under the Revocable Trust Agreement of Walter Ray Burns dated April 29, 2019; Project Name: Yorkshire Stormwater Improvements; CIP Project #SD8468; CF#250-515.



**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, DECEMBER 1, 2020**

26. Resolution No.: R-2020-104 Authorizing the City Manager to execute an Encroachment License Agreement (NS #1276367) between the City of Columbia and Dominion South Carolina, Inc. for the Richtex, Phase II Pipeline Project on Peebles Street, Richland County TMS#09303-05-41 - *Approved*

Upon a motion made by Mr. Duvall and seconded by Mr. Rickenmann, Council voted unanimously to approve Resolution No.: R-2020-104 Authorizing the City Manager to execute an Encroachment License Agreement (NS #1276367) between the City of Columbia and Dominion South Carolina, Inc. for the Richtex, Phase II Pipeline Project on Peebles Street, Richland County TMS#09303-05-41.

OTHER MATTERS

27. Council is asked to approve the installation of one speed hump on Holly Street between Rosewood Drive and Burney Drive, as requested by the Public Works Department. - *Approved*

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

Upon a motion made by Mr. Brennan and seconded by Mr. Rickenmann, Council voted unanimously to approve the installation of one speed hump on Holly Street between Rosewood Drive and Burney Drive, as requested by the Public Works Department.

28. Council is asked to approve a four-way stop at the intersection of Claremont Drive and Kenilworth Road, 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 Ms. Devine and seconded by Mr. McDowell, Council voted unanimously to approve the installation of a four-way stop at the intersection of Claremont Drive and Kenilworth Road, as requested by the Public Works Department.

29. Council is asked to approve the Proposed Meeting Schedule for Year 2021. – *Deferred*

CITY COUNCIL COMMITTEE REPORTS / REFERRALS

No reports or referrals were made at this time.

Attachment: MN_12_01_2020 (6409 : Approval of Minutes)



We Are Columbia

COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, DECEMBER 1, 2020

PUBLIC INPUT

No comments were received at this time.

Councilor Devine took a moment of personal privilege to honor the homegoing service of Ms. Roberta Smith. The Columbia community grew up on Ms. Bert's cooking for many years and she was one of the first businesses the empowerment zone worked to help grow. We will certainly miss Ms. Bert in our community and we give our condolences to her family.

EXECUTIVE SESSION

Upon a motion made by Mr. Duvall and seconded by Mr. Davis, Council voted unanimously to enter into Executive Session at 3:04 p.m. for the discussion of **Items 30** through **33**, as amended to add the discussion of State of South Carolina Ex Rel Alan Wilson, Attorney General vs. City of Columbia to **Item 31**.

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

*COVID-19
Hate Crimes Ordinance*

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

*Salley v. Officer Myers
Strom v. City of Columbia
LJ, Inc. v. City of Columbia*

32. 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)

*Project Richmond
Project Cross*

Attachment: MN_12_01_2020 (6409 : Approval of Minutes)



We Are Columbia

**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, DECEMBER 1, 2020**

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

*Public Art Project
Segra Naming Rights
The COMET
2221 Devine*

Mayor Benjamin left the meeting at 5:19 p.m.

ADJOURNMENT

Council adjourned the meeting at 5:41 p.m.

Respectfully submitted by:

Erika D. Moore Hammond, CMC
City Clerk

Attachment: MN_12_01_2020 (6409 : Approval of Minutes)



COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, DECEMBER 15, 2020

The Columbia City Council conducted a virtual meeting on Tuesday, December 15, 2020 using video conferencing technology. The Honorable Mayor Stephen K. Benjamin called the meeting to order at 2:04 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 Mr. Davis, Council voted unanimously to adopt the agenda, subject to adding the 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) - Absolute Total Care to Executive Session.

APPROVAL OF MINUTES

1. Council is asked to approve the November 10, 2020 and November 17, 2020 Council Meeting Minutes. - *Approved*

Upon a motion made by Mr. Rickenmann and seconded by Mr. Duvall, Council voted unanimously to approve the November 10, 2020 and November 17, 2020 Council Meeting Minutes.

CITY COUNCIL DISCUSSION / ACTION

Ms. Teresa Wilson, City Manager said the Forestry and Beautification Division has continued the strong tradition of celebrating Arbor Day on December 4, 2020. Normally, the division runs an Arbor Day program at a local elementary school. Instead, the division took to social media and created an Arbor Day video special. This year, we partnered with Columbia Green on planting a tree in honor of one of their past presidents. The division has continued to strive for excellence in managing our tree canopy by pruning nearly 950 trees, removing 370 diseased trees, and planting 500 new trees in the right-of-ways. The division will be applying for its 42nd year as a Tree City USA designee, which is the longest running streak in South Carolina.



COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, DECEMBER 15, 2020

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

Mayor Benjamin said I am thankful for the efforts we are seeing in both private and public philanthropic sectors with the vaccine. We have the opportunity before us to actually achieve true herd immunity if we can encourage our citizens to get immunized. I will be meeting with Dr. Bell, the state epidemiologist, who is chairing the vaccine taskforce. I will be asking if there is anything that we can do as local policy makers. We need to still encourage people to wear their masks and physically distance. It is wonderful to see an end in sight but it is going to take a collective responsibility to get there and to keep saving life's.

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

Mr. Harry Tinsley, Emergency Management Director reported that in the U.S., there are 16.5 million confirmed cases and over 300,000 confirmed deaths. In South Carolina, the total case count stands at 239,119. Yesterday, we had 2,303 new cases with a positivity rate of 19.9%. Unfortunately, there were four new confirmed deaths bringing the total confirmed deaths count to 4,402. In Richland County, the total case count stands at 21,178. Over the last 14-day reporting cycle, Richland County had 2,277 new cases. We are averaging 160 new cases per day. The zip codes with the highest case counts over the 14-day reporting period are 29203, 29209, 29210, 29223, and 29229. As of the December 9, 2020 report, 45 out of the 46 counties in the state have a high recent disease activity incident rate. Richland County has a positivity rate of 12.9%, which is slightly lower than the other counties based on population. The December 12, 2020 reporting sample shows the recovery rate estimated at 87.7%, down from the 91.3% from the last report. There were about 15,000 new cases statewide, averaging about 2,200 each day with a positivity rate of 14.9%. The bed utilization rate as of today is 77.7% and the ICU bed rate is 76%. Currently, there are 1,367 patients hospitalized with COVID-19: 331 are in ICU and 129 are on ventilators. DHEC reported yesterday that the Pfizer vaccine authorized first for emergency use is being processed and the first allocations of 43,000 doses are anticipated by tomorrow. They will be administered by a phased approach as recommended by the CDC. It will initially start with phase 1A, which consists of critical workers performing direct medical care.

Councilor Devine asked if the bed utilization rate of concern right now. With the level of distrust regarding the vaccine, how are we getting in communities of color to make sure everyone is getting the vaccine and that resources are being communicated?

Mr. Harry Tinsley, Emergency Management Director said as the bed utilization rate gets to 80%, there are discussions on staffing and making sure they have the capacity. The bed utilization rate also includes other surgeries and hospitalizations that were previously cancelled in the summer.

Attachment: MN_12_15_2020 (6409 : Approval of Minutes)



**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, DECEMBER 15, 2020**

Ms. Teresa Wilson, City Manager said the trigger will be the discontinuation of elective surgeries. This will give us an indication that we are reaching an issue with bed utilization.

Mayor Benjamin said I will be having more formal discussions around the role that we can play in modeling the importance of taking the vaccine. We want to make sure that the people who need the vaccine will get it first. We are seeing this acceleration of cases because we did not have leadership at the national level pushing for the right policy decisions, as well as at the state level. As a result, we have seen some of our expectations skewed rather significantly. We saw arguments made that this was no different than the seasonal flu, which last year killed 22,000 people but we are now at over 300,000 deaths in less than a year due to COVID-19. I would do what is asked as it relates to the vaccine. Hopefully, we will have a formal role at the request of the governor and the presidential administration in encouraging citizens to take the vaccine.

EMERGENCY ORDINANCE

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

Ms. Teresa Wilson, City Manager said this ordinance will extend the suspension of normal operations and the masks wearing requirements through February 13, 2021.

Upon a motion made by Mr. Davis and seconded by Ms. Devine, Council voted unanimously to approve Ordinance No.: 2020-109 An Emergency Ordinance Extending and Amending Certain Emergency Ordinances Related to COVID-19.

CONSENT AGENDA ITEMS 4 THROUGH 14

Upon a single motion made by Mr. Davis and seconded by Mr. Duvall, Council voted unanimously to approve **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. - *Approved*

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

Attachment: MN_12_15_2020 (6409 : Approval of Minutes)



**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, DECEMBER 15, 2020**

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. - *Approved*

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. - *Approved*

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. - *Approved*

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. - *Approved*

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

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. - *Approved*

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.

Attachment: MN_12_15_2020 (6409 : Approval of Minutes)



**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, DECEMBER 15, 2020**

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. - *Approved*

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. - *Approved*

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

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.



**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, DECEMBER 15, 2020**

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. - *Approved*

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. - *Approved*

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.

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.



COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, DECEMBER 15, 2020

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. - *Approved*

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). *The public hearing was held on November 17, 2020 and first reading approval was given on December 1, 2020. – Approved on second reading.*

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 – Approved on second reading.

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)

Attachment: MN_12_15_2020 (6409 : Approval of Minutes)



**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, DECEMBER 15, 2020**

Upon a motion made by Mr. Rickenmann and seconded by Mr. Davis, Council voted unanimously to give second reading approval to 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.

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. - Approved on second reading. The City's consent is subject to third reading approval by Richland County Council.*

Upon a motion made by Mr. Davis and seconded by Mr. Rickenmann, Council voted unanimously to give second reading approval to 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).

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) – *Approved on first reading.*

Upon a motion made by Mr. Duvall and seconded by Mayor Benjamin, Council voted unanimously to give first reading approval to 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. - *Approved*



**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, DECEMBER 15, 2020**

Upon a motion made by Mr. McDowell and seconded by Mr. Duvall, Council voted unanimously to approve 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 - *Approved*

Upon a motion made by Mr. Duvall and seconded by Mr. McDowell, Council voted unanimously to approve 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. – *Approved*

Ms. Gloria Saeed, Community Development Director said the City is preparing the Consolidated Annual Performance and Evaluation Report (CAPER) for the period of July 1, 2019 to June 30, 2020. Citizens had the opportunity to comment on the performance of three entitlement programs: Community Development Block Grant (CDBG), HOME Investment Partnership, and Housing Opportunities for Persons with AIDS (HOPWA). The citizen participation process required a comment period which began on November 4, 2020 and concluded on December 15, 2020. Our community development 2019 accomplishments include: assisted nine neighborhoods in making direct improvements through the Action Grant; served 106 City water and sewer customers in financial need through the DCCA program; helped 17 participants complete the IDA program with \$75,000 awarded in grant matching funds; served 65 participants through the Bank On/Fresh Start program; enrolled five new students in the Columbia Kids Save for a total of 19 students enrolled; and closed 18 homeownership loans. We also provided four home buyer seminars, one promotional event, and five financial literacy series. CDBG public service activities that were funded include: MIRCI, Fast Forward, Homeless No More, and the United Way's Adult Dental and Eye Clinic. The City of Columbia was awarded \$476,063 for upgrades at Fairworld Park,



**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, DECEMBER 15, 2020**

Lorick Park, and E.B. Sessions Park. The HOPWA accomplishments include: short term rent, mortgage, and utility assistance to 149 households; 850 people served through supportive services; and provided 58 rental subsidies. The report is posted on the City of Columbia Community Development website for the public to continue to review and provide comments. We need authorization from Council to submit the report to HUD by the deadline.

Council opened the public hearing at 2:56 p.m.

No comments were received at this time.

Council closed the public hearing at 2:56 p.m.

Upon a motion made by Mr. Rickenmann and seconded by Mr. Duvall, Council voted unanimously to approve submission of the Consolidated Annual Performance and Evaluation Report along with all citizens' comments received during the comment period to the U.S. Department of Housing & Urban Development Department prior to December 29, 2020.

APPOINTMENTS

21. Food Policy Committee - *Approved*

Upon a motion made by Mr. Duvall and seconded by Mr. McDowell, Council voted unanimously to appoint John Loveday, Billy Quinlan, Don Polite, Rowan Goodrich, Kimberly Humphrey, Shana Hill Catoe, and Heather Bauer to the Food Policy Committee, subject to review of the committee's bylaws.

22. Riverbanks Park Commission - *Approved*

Upon a motion made by Mayor Benjamin and seconded by Mr. Duvall, Council voted unanimously to reappoint Alana Williams to the Riverbanks Park Commission.

OTHER MATTERS

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

Upon a motion made by Mr. McDowell and seconded by Mr. Duvall, Council voted unanimously to approve the Meeting Schedule for Year 2021.

Attachment: MN_12_15_2020 (6409 : Approval of Minutes)



**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, DECEMBER 15, 2020**

CITY COUNCIL COMMITTEE REPORTS/REFERRALS

Councilor Duvall said I received a report from the Human Rights Commission on the City of Columbia's municipal equality index score card. It is a two-page report that has different areas scored based on equality. I spoke with friends in the LGBT community and we agree we did not get credit for several of the accomplishments the City achieved. I would like to form an ad-hoc committee on equality to review the report and see if we can meet those standards and also get credit for what we have accomplished.

Mayor Benjamin said we don't get credit for the things we have done. I agree, our score do not reflect the richness of this community. I agree with forming an ad-hoc committee to address the municipal equality index and to find ways in which we can perform better and promote the strength and vitality of the City.

Upon a motion made by Mayor Benjamin and seconded by Mr. Davis, Council voted unanimously to create an ad-hoc committee to address the City of Columbia Municipal Equality Index Scorecard. – *Approved*

PUBLIC INPUT

Ms. Eleanor Davis, City of Columbia Animal Shelter volunteer said for the last nine months I have volunteered for the shelter as a foster parent; sheltering and nursing sick kittens back to health and celebrating their eventual adoptions. This Foster program has saved thousands of lives since its inception and along with the trap-neuter-return program we are moving towards the 2013 goal of becoming a no-kill shelter. This progress will not continue without the hiring of two crucial positions: a full-time veterinarian and a second foster coordinator. In 2013, Mayor Benjamin expressed his strong support for becoming a no-kill community. We need your prompt action to convene relevant stakeholders and to find a solution to fund and hire a full-time veterinarian and second foster coordinator. I know it has been a hard year and the hardships will likely continue, but I ask you to listen to the 800-plus supporters of this petition. It is time to take action, work together, and save lives.

EXECUTIVE SESSION

Upon a motion made by Mr. Duvall and seconded by Mr. Davis, Council voted unanimously to enter into Executive Session at 3:21 p.m. for the discussion of **Items 24 through 27** as amended to add the 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) - Absolute Total Care.



**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, DECEMBER 15, 2020**

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

Councilor McDowell left the meeting at 4:48 p.m.

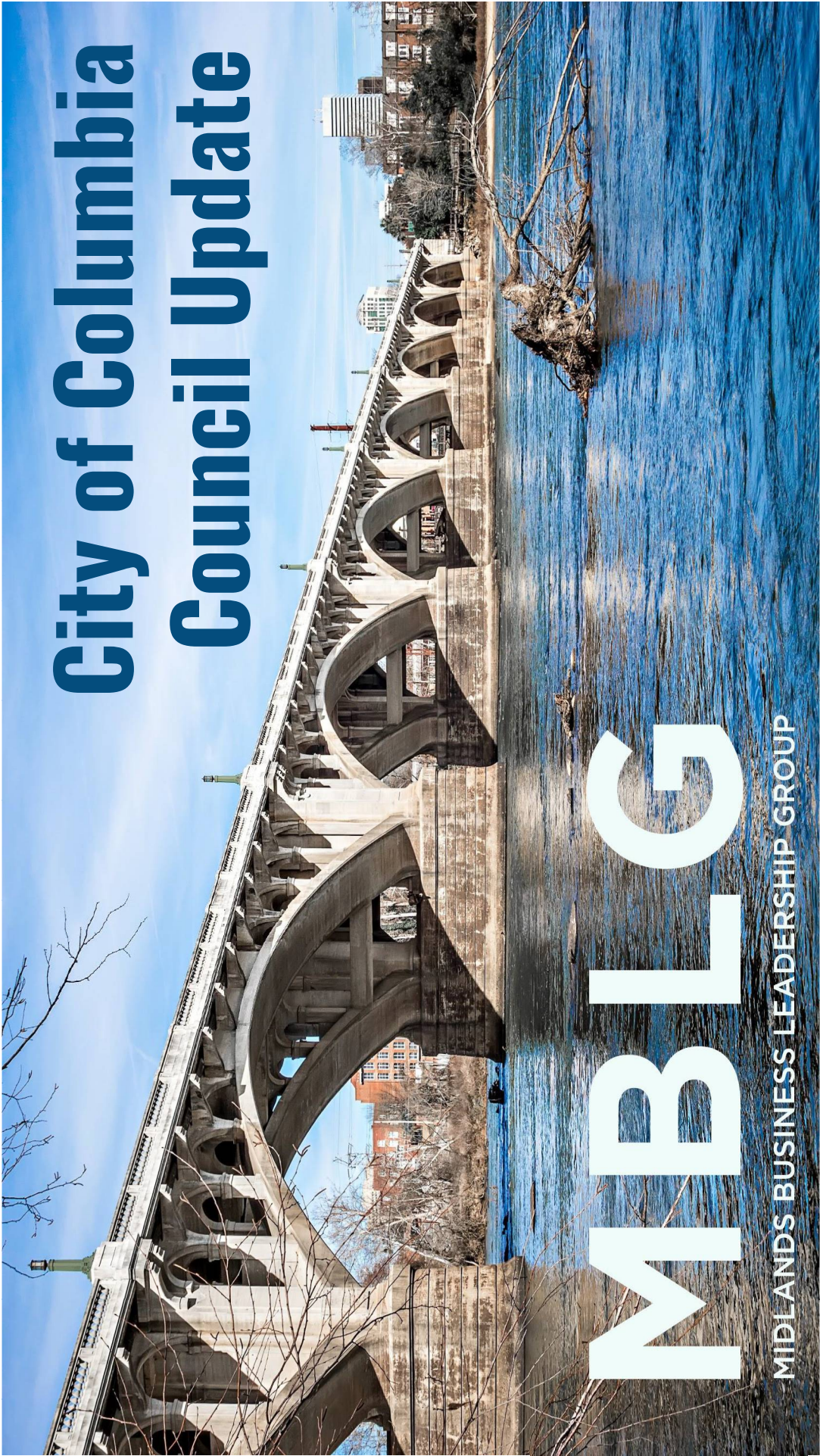
ADJOURNMENT

Council adjourned the meeting at 5:40 p.m.

Respectfully submitted by:

Erika D. Moore Hammond, CMC
City Clerk

Attachment: MN_12_15_2020 (6409 : Approval of Minutes)



About the MBLG

The Midlands Business Leadership Group (MBLG) is a group of 45+ CEOs and top executives from the largest companies in the

Columbia, SC region who meet regularly to work on issues important to our region's success. In 2016, the MBLG began a private sector-led, community-supported effort to drive improvement in Columbia's regional competitiveness.

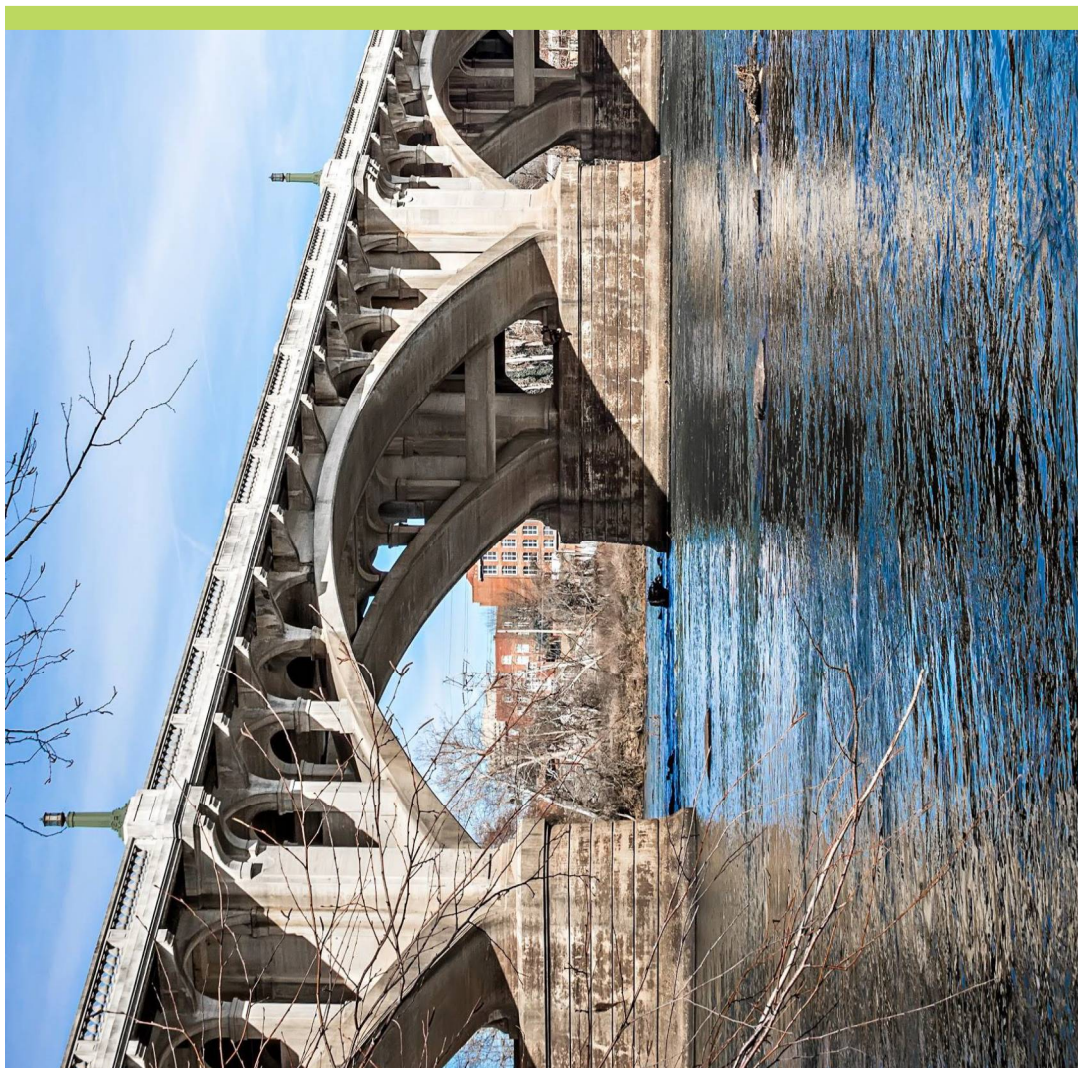
MBLG Vision

To accelerate the development of Columbia as a cool region that attracts and retains top talent, produces vibrant job offerings, and provides necessary resources to improve livability for all people.

7 Priority Initiatives

1. Regional Economic Development
2. Entrepreneurial Ecosystem
3. Regional Branding and Pride
4. Assembly Street Improvements
5. Riverfront Development
6. Civic Collaboration
7. Governmental Cooperation

Governmental Cooperation



Project Background

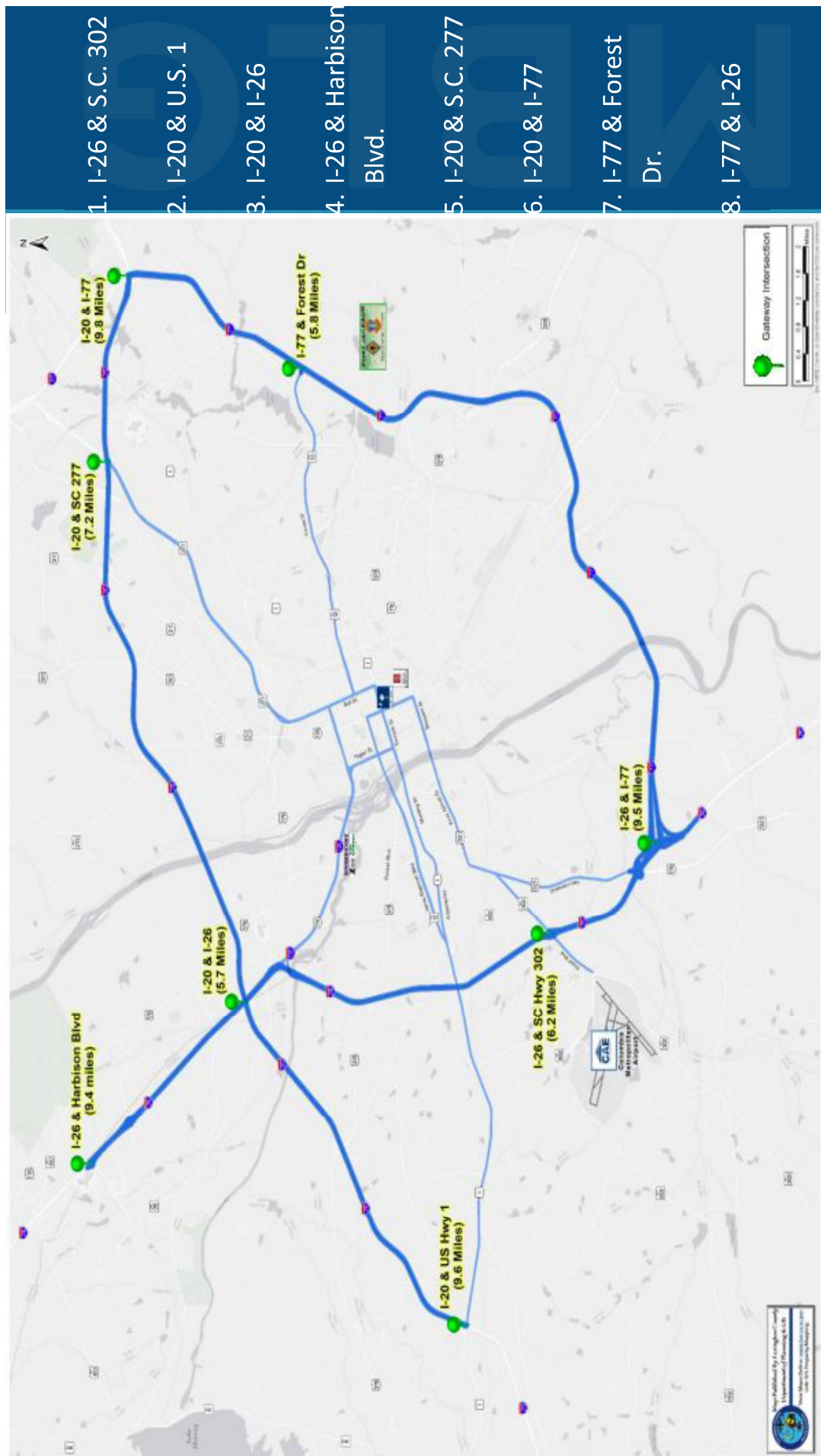
Goal

- Identify key gateways to the Columbia region and develop a unified plan for landscaping, signage and improvements.

Participating Governments*

- City of Columbia
- Richland County
- Lexington County
- City of Cayce
- City of West Columbia
- Town of Springdale

*Subject to change



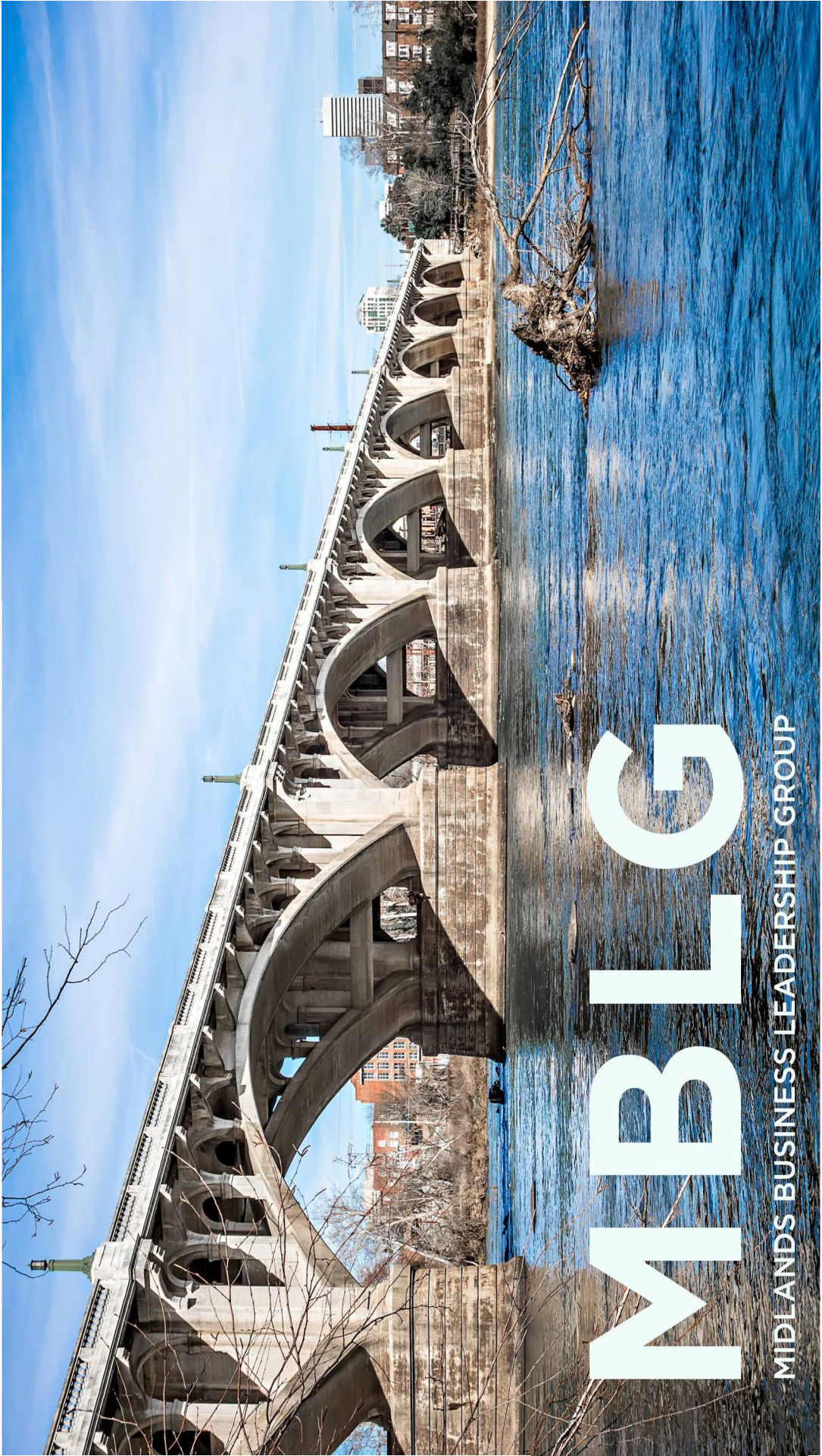
Progress

Progress to Date

- Developed list of gateways, starting with Highway 302/Airport Blvd corridor and Ft. Jackson gateway at Forest Dr.
- Unified designs developed with input from SCDOT; costs estimated
- Endorsements received by each council
- Draft IGA in progress with Central Midland Council of Governments to outline project and responsibilities

What to Expect

- Intergovernmental Agreement between Central Midlands Council of Government (CMCOG) and all participating governments outlining responsibilities
- Procurement process will be overseen by CMCOG
- Initial construction costs will be fundraised project-by-project (mostly private funding)
- CMCOG will act a fundraising vehicle and, with support of local government staff, provide oversight for initial construction & maintenance
- Maintenance costs will be shared by participating local governments
- Hwy. 302/Airport Blvd. will be fundraised and completed first, followed by Forest Dr./Ft. Jackson gateway



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- If the matter cannot be settled through negotiation or mediation, then it shall be finally settled by litigation in the state or federal courts located in Richland or Lexington Counties, South Carolina. This License Agreement shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded.

9.11 Maintenance. Maintenance for qualifying Software consists of updates and other benefits, such as access to technical support, are provided during the Term of Use. Maintenance is specified as set forth in Addendum #2.

9.12 Feedback. Azteca Systems may freely use any feedback, suggestions, or requests for Product improvements that Licensee provides to Azteca Systems. Regardless of the source of any feedback or suggestions, any improvements to Cityworks Software or Products, and any related intellectual property, are owned by Azteca Systems.

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

9.14 Entire Agreement. This License Agreement, including its incorporated documents, addendums, and exhibits constitutes the sole and entire agreement of the parties as to the subject matter set forth herein and supersedes any previous license agreements, understandings, and arrangements between the parties relating to such subject matter. Additional or conflicting terms set forth in any purchase orders, invoices, or other standard form documents exchanged during the ordering process, other than product descriptions, quantities, pricing, and delivery instructions, are void and of no effect. Any modification(s) or amendment(s) to this License Agreement must be in writing and signed by each party or as otherwise provided in Addendum #1.

IN WITNESS WHEREOF, the parties hereto have caused this License Agreement to be executed and made effective by their respective authorized representatives.

AZTECA SYSTEMS, LLC

By: _____

Name: Brian L. Haslam

Title: President - CEO

Date: _____

CITY OF COLUMBIA, SC – (LICENSEE)

By: Teresa Wilson

Name: Teresa Wilson

Title: City Manager

Date: 7/20/2020

APPROVED AS TO FORM

Jacqueline M. Parlick

Legal Department City of Columbia, SC

Approved as to form. 7-16-2020 JMP

Attachment: Cityworks License and Maintenance Agreement (6393 : Azteca Annual Cityworks Maintenance and Support)

ADDENDUM #1**PRODUCT LICENSING****1. Licensed Software:**

Server AMS Premium Enterprise License Agreement (ELA), Includes Unlimited Quantities of the Identified Products:

Office

Respond

Mobile Native Apps (for iOS/Android)

--Includes the following Add-ons:

Storeroom

Equipment Checkout

Contracts

Cityworks for Excel

Cityworks Analytics for AMS

eURL (Enterprise URL)

Operational Insights

Workload

Web Hooks

CCTV Interface for PACP

Pavement Management

Performance Budgeting

Local Government Templates (LGT)

Use of Cityworks AMS Application Programming Interfaces (APIs) with commercially available

Cityworks-centric applications that are licensed and maintained by authorized Cityworks partners

Use of Cityworks AMS Application Programming Interfaces (APIs) with third party system integrations

Annual fee herein is based on a 100,001 - 150,000 population range

Additional Software Products & Licenses: Additional Software Products & licenses may be added to this License Agreement with either an acknowledgement of an official Cityworks quote signed by Licensee and additional fees, if necessary or applicable being paid, or receipt of Purchase Order from Licensee in response to an official Cityworks quote and additional fees, if applicable being paid.

2. **Notices & Licensee Information:** Until or unless otherwise, modified, all notices relevant to this agreement shall be sent to the following address:

Azteca Systems, LLC 11075 South State, Suite 24 Sandy, Utah 84070	City of Columbia City Hall 1737 Main Street Columbia, SC 29201 Attn: Teresa Wilson, City Manager E-mail: Teresa.wilson@columbiasc.gov Phone: 803.545.3026
--	--

3. Delivery Date/Effective Date of Software

MM/DD/YYYY

01/15/2021

4. Schedule of Payments and Fees under License and Maintenance Agreement

Support Period	Date From/To (mm/dd/yyyy)	Amount
Period 1	01/15/2021 – 01/14/2022	\$100,000.00

5. Additional

Updates to the above licensed software means a subsequent release of the program which Azteca generally makes available to its supported customers as part of the annual maintenance plan for which fees have been paid.

Occasionally, Azteca changes the name of its licensed software as part of its ongoing process to improve and increase the functionality of the software. In the event the software licensed or listed above changes in name, and/or improvements are made, Azteca will provide software with functionality that is similar to or with substantially the same or greater functionality of the originally licensed software, provided all current license fees have been paid.

Updates may not always include any release, option or future program that Azteca licenses separately. Updates are provided when available (as determined by Azteca). Azteca is under no obligation to develop any future programs or functionality. Any updates made available will be delivered to you, or made available to you for download. You shall be responsible for copying, downloading and installing the updates.

ADDENDUM #2

STANDARD MAINTENANCE AND SUPPORT

Standard Maintenance and Support Addendum provisions are between the Licensee and Azteca, Systems, LLC. Maintenance and Support are provided subject to the terms and conditions of the signed License Agreement and which is incorporated by reference.

1. **MAINTENANCE & SUPPORT:** Azteca Systems will provide maintenance and support services to Licensee for qualifying Products during the applicable Term for such Products provided the applicable license fees have been paid for the times and periods and amounts specified in Addendum #1. Maintenance and Support Services consist of the following benefits: Technical support, new version software, service packs, software upgrades, and software updates.

1.1. Azteca Systems will ensure upward compatibility for the Covered Software applications within a reasonable timeframe for minor Esri® ArcGIS and Cityworks supported database revisions. Azteca Systems will not ensure upward compatibility for Covered Software Applications when there are major Esri ArcGIS revisions (for example, from rev 10.x to rev 11.x), however Azteca Systems will make all reasonable efforts to provide upward compatibility.

1.2. Azteca Systems shall, without additional charge (except as allowed for in paragraph 3.4), during the term of this Agreement provide the following:

- (a) Software Updates. Software Updates includes Upgrades and service packs which are a collection of files that enhance or correct the Covered Software and which will be available for Licensee to download during the Maintenance Term/Period. Updates and Upgrades may also include new versions;
- (b) Provide Telephone Support, Email Support, Web Support, during normal business hours, 8 AM to 5 PM Mountain Time, Monday through Friday (excepting Holidays) and after hour emergency support line, and other benefits deemed appropriate by Azteca Systems (as set forth in Section 2 below); and
- (c) Implement and maintain a means of secure, remote direct network access (VPN, Web-access, etc.) to the Licensee's systems in order to perform thorough remote diagnostics.

1.3 The following items, among others, however, are specifically excluded as support services under this section of this Maintenance and Support:

- (a) Support for applying or installing upgrades and service packs;
- (b) Assistance with questions related to third party software, computer hardware, networking, and other similar items that are not provided by Azteca;
- (c) Assistance with computer operating system questions not directly pertinent to the Covered Software or Program Modifications;
- (d) Licensee Data debugging and/or correcting;
- (e) Services necessitated as a result of any cause other than authorized ordinary and proper use by the Licensee of the Covered Software, including but not limited to neglect, abuse, unauthorized modifications and/or unauthorized updates;
- (f) Consulting regarding customizations created to function with the Covered Software unless the customization is identified and listed as Covered Software in Addendum 1;
- (g) Assistance with applications which are not part of a standard life cycle, such as preview, beta, or candidate releases; and
- (h) Questions such as configuration, implementation and walk-throughs.

1.4 Support Periods are renewable unless terminated as provided in Section 3 below. The Maintenance Services consists of software and documentation updates and access to technical support via telephone, email, web-based (www.MyCityworks.com) and after hours support as set forth in Section 1 of this Addendum.

1.5. Technical support provided pursuant these maintenance provisions shall be performed in a professional and workmanlike manner. Azteca Systems will use commercially reasonable efforts to provide corrections to a technical issue or provide a workaround, but Azteca Systems cannot guarantee that all technical issues can be fixed or resolved.

1.6. **Authorized Callers.** Licensee may designate a limited number of authorized callers per software product listed in Addendum 1. Licensee may replace Authorized Callers at any time by notifying Azteca Systems Support services. Authorized callers may be designated in this Addendum #2 or by email. Azteca may limit the total number of authorized callers as may be reasonably necessary and may request an updated list of authorized callers.

1.7. **Cityworks Online Support and Customer Portal.** Azteca has created a self-help support website center for Authorized Callers to submit technical issues, chat with technical specialists, track technical support incidents through the 'MyCityworks' portal, and view technical articles, updated product documentation, blogs, links to forums, and technology announcements. The support and care website can be found at <http://www.mycityworks.com>.

2. PROCEDURES FOR ACCESSING SUPPORT:

2.1. All problem categories from routine, non-critical and critical that occur during normal business hours shall procedurally occur as follows: 1) Licensee's system administration staff as first line of support, and then 2) Azteca Systems staff as the second line of support. Azteca Systems will make all reasonable efforts to acknowledge all requests for support during normal business hours within 4 hours.

2.2. Prior to calling Azteca Systems for support services, the Licensee will first attempt to isolate any problems that occur within the Licensee's System. The Licensee will try to reduce the problem down to a specific software or system component. If it is determined that the problem is The Cityworks Software component, Licensee will first try and resolve the problem without Azteca Systems' involvement. If Licensee cannot resolve the problem or isolate the problem, Licensee may contact Azteca Systems via telephone, chat, or self-service portal. In each case, Cityworks technical support will log the information and provide, an answer to the question, a resolution to the problem, or submit a verified bug to the development group. Any support request that is not quickly resolved will be assigned to a technical support representative. Phone calls and chat requests are accepted during normal business hours as outlined on the Contact Support page of MyCityworks.com. Voicemails and requests submitted via the self-service portal outside of the posted business hours will be responded to on a first come, first served basis the next business day.

2.3. For critical problems that occur outside of Azteca Systems' normal business hours (8 AM to 5 PM, Mountain Time) and cannot be isolated and resolved by the Licensee, Azteca Systems will provide an after-hours phone number or pager number that will forward the call to the currently assigned Azteca Systems support representative. Azteca Systems will make all reasonable efforts to acknowledge and respond to the request for support for critical problems that occur outside of normal business hours within 4 hours of receipt of the call from a designated and authorized Licensee representative. Critical problems are defined as problems that cause several users to be unable to perform their duties. For routine and non-critical problems Licensee will submit support requests during normal business hours as outline in 2.2 above.

2.4. After a Technical Support Incident is logged, Azteca Systems will use commercially reasonable efforts to provide corrections to a technical issue or provide a work around. While it is Azteca's goal to provide an acceptable solution to technical issues, Azteca cannot guarantee that all technical issues can be fixed or resolved.

2.5. Azteca will use all reasonable efforts to utilize remote support-type services. However, in the event Licensee and Azteca Systems agree it becomes necessary for Azteca Systems to be on-site to provide support for the Covered Software, the parties by mutual negotiation, shall develop a separate agreement that will govern the terms and conditions for any on-site work or services.

3. CHARGES/FEES

3.1. License, Maintenance and Support Services herein are included in the payment of annual fees as set forth in Addendum #1, and shall be paid by Licensee. The annual fee for each twelve (12) month period is set forth in Addendum #1, and shall be paid prior to the start for each License and Maintenance Period unless otherwise specified. The annual fee for successive Terms/Periods (twelve-month periods) commencing upon the anniversary of the first maintenance period, shall become due prior to the end of the preceding paid-up Maintenance Period.

3.2. Upon sixty (60) days written notice, the fee for the License and Maintenance Periods listed in Addendum 1 subsequent to year three (3) of the Maintenance Period, may be adjusted by Azteca Systems to reflect increases in costs of providing the services; provided, however, that the fee shall not increase by more than the CPI from the previous annual fee. Azteca Systems will notify Licensee of the new pricing no later than ninety (90) days prior to the annual renewal date of the year preceding the year for which such adjusted pricing applies.

3.3. **Maintenance Expiration.** Azteca Systems will send Licensee a notice of expiration approximately sixty (60) days before the Maintenance term expires. If Azteca Systems does not receive a purchase order prior to the expiration date, Azteca will send the notification to Licensee upon expiration of the Maintenance term. Azteca Systems will continue to provide technical support for an additional thirty (30) days, but Licensee will no longer receive Software updates released after the Maintenance term's expiration. If Licensee does not reinstate Maintenance within thirty (30) days of the expiration date, Licensee will no longer receive technical support. All other Maintenance benefits and Support services will end with the expiration of the Maintenance term.

3.4. **Reinstatement Fee for Lapsed Maintenance.** Azteca Systems will reinstate Maintenance if Licensee sends a purchase order or payment within thirty (30) days of the expiration date. If Licensee does not renew Maintenance within thirty (30) days of the expiration date but at a later date wants to reinstate Maintenance, Maintenance fees will include the Maintenance fees that Licensee would have paid since the expiration date.

4. MISCELLANEOUS

4.1. **Data Confidentiality Statement:** Azteca Systems will take reasonable measures to ensure that any Licensee data and/or confidential information provided to Azteca Systems is not inappropriately accessed or distributed to any third-party. Data provided to Azteca Systems by the Licensee may be loaded onto Azteca Systems servers or employee computers for the purpose of testing The Cityworks Software, database structure, or database values, and related Esri® software to resolve database or software performance issues, software enhancements and software defects. At no time will the data be distributed to individuals or organizations who are not Azteca Systems employees without first receiving written approval from Licensee. If requested by the Licensee, and once the testing has been completed, Azteca Systems will delete all data provided by the Licensee.

4.2. **No Implied Waivers:** No failure or delay by Azteca Systems or Licensee in enforcing any right or remedy under this Agreement shall be construed as a waiver of any future or other exercise of such right or remedy by Azteca Systems.

ADDENDUM #3**THIRD PARTY CONSULTANT/CONTRACTOR ACKNOWLEDGMENT**

If Licensee (City of Columbia, SC) engages any Third Party Contractor and desires to grant access to or permission to use the licensed software, the access may be granted subject to the following terms conditions and provisions:

1. Access and use of the Licensed Products by any third party is solely for Licensee's benefit;
2. The Third Party Contractor (or, if applicable, its employee) shall be considered, as applicable, the Authorized User for purposes of the applicable license type, and all use by such contractor shall be in accordance with the terms and conditions of the License and Maintenance Agreement;
3. Before accessing the Licensed Products, the Third Party Contractor agrees in writing that (a) the software shall be used solely in accordance with the terms of this Agreement and solely for Licensee's benefit and (b) said contractor shall be liable to Azteca Systems for any breach by it of this Agreement;
4. Licensee hereby agrees and acknowledges that Licensee will be liable for any and all actions or omissions of the Third Party Contractor with respect to the use of the Licensed Products, as if such actions or omissions were the Licensee's;
5. Upon expiration or termination of this License Agreement, the rights of usage to any Third Party Contractor shall immediately terminate;
6. Use of the Software by such Third Party Contractors on Licensee's behalf will be governed by the terms of this Agreement, and will require that Licensee purchase the appropriate license for each user utilized by such contractor;
7. Any breach of this Agreement by any Third Party Contractor(s) will be deemed to be a breach by Licensee;
8. Licensee will ensure that Third Party Contractor agrees to comply with and does comply with the terms of this Agreement on the same basis as the terms apply to Licensee; and
9. Any Third Party Contractor must sign a copy of this Addendum acknowledging that it has a copy of the License Agreement and agrees to the terms herein, further Licensee shall provide a signed copy of this Addendum for every Third Party contractor to which it has granted permission to access and/or use the licensed software;

The rights granted under Third-Party Contractor Addendum, do not modify the license or increase the number of licenses granted under this Agreement. Third-Party Contractor acknowledges acceptance by signing below, and providing a copy to Azteca Systems at contracts@cityworks.com.

Third Party Contractor Name (Print)

By: _____
Authorized Signature

Date: _____



Azteca Systems, LLC - Cityworks
 11075 S State St, Suite 24 | Sandy, UT 84070
 801-523-2751 | Fax # 801-523-3734

Quote Number Q-10019-1
 Created Date 11/10/2020

Contact Information

Contact Name:	Carmen Flemming	Prepared By Name:	Jenn Miya
Organization:	Columbia (SC), City of	Prepared By Phone:	(801) 872-9528
Contact Address:	1225 Laruel St Columbia, SC 29201	Prepared By Email:	jmiya@cityworks.com

Quote Lines

Product Name	Quantity	Net Unit Price
Server AMS Premium ELA	1.00	USD 100,000.00
Service Request API License	1.00	USD 0.00
Work Order API Basic License	1.00	USD 0.00
Work Order API Extended License	1.00	USD 0.00
Metrics API License	1.00	USD 0.00
Document Management API License	1.00	USD 0.00
Inspection API License	1.00	USD 0.00
Storeroom ELA License	1.00	USD 0.00
MicroPaver Interface ELA License	1.00	USD 0.00
eURL ELA License	1.00	USD 0.00
Equipment Checkout ELA License	1.00	USD 0.00
Contracts ELA License	1.00	USD 0.00
Cityworks for Excel ELA License	1.00	USD 0.00
AMS Native Mobile Apps ELA License	1.00	USD 0.00
CCTV Interface for PACP ELA License	1.00	USD 0.00
AMS Respond ELA License	1.00	USD 0.00
Web Hooks for AMS	1.00	USD 0.00
Performance Budgeting	1.00	USD 0.00
Citizen Engagement API License	1.00	USD 0.00
Operational Insights for AMS	1.00	USD 0.00
Workload	1.00	USD 0.00
Cityworks Analytics for AMS	1.00	USD 0.00
Storeroom API	1.00	USD 0.00
TOTAL:		USD 100,000.00

Attachment: CityWorks Enterprise Quote (6393 : Azteca Annual Cityworks Maintenance and Support)

Maintenance Start Date: 1/15/2021 **Maintenance End Date:** 1/14/2022

Quote Notes:

Terms and Conditions

Payment Terms

Payment due within 30 days

Authorized to Invoice 30 days prior to renewal.

All quotations are valid for ninety-days (90) from the date above, unless otherwise stated in this quotation form. All prices quoted are in USD, unless specifically provided otherwise, above. These prices and terms are valid only for items purchased for use and delivery within the United States.

Unless otherwise referenced, this quotation is for the Cityworks software products referenced above only. Pricing for implementation services (installation, configuration, training, etc.), or other software applications is provided separately and upon request.

The procurement, installation and administration of the Esri software utilized in conjunction with Cityworks will be the responsibility of the customer.

The procurement, installation and administration of the RDBMS utilized in conjunction with Cityworks will be the responsibility of the customer. Currently, Cityworks supports Oracle and SQL Server. The procurement, installation and administration of the infrastructure (hardware and networking) utilized in conjunction with Cityworks will be the responsibility of the customer.

This quotation information is confidential and proprietary and may not be copied or released other than for the express purpose of the current system selection and purchase. This information may not be given to outside parties or used for any other purpose without written consent from Azteca Systems, LLC.

Software Licensing

All Azteca Systems software offered in this quotation are commercial off-the-shelf (COTS) software developed at private expense, and is subject to the terms and conditions of the "Cityworks Software License Agreement" and any and all addendums or amendments thereto. A fully executed copy of the Software License Agreement and any addendum(s) is required before delivery and installation and usage of the software is subject to the terms of the current license agreement.

Delivery method is by way of download through Azteca Systems, LLC. customer support web portal.

Taxes

Prices quoted do not include any applicable state, sales, local, or use taxes unless so stated. In preparing your budget and/or Purchase Order, please allow for any applicable taxes, including, sales, state, local or use taxes as necessary. Azteca Systems reserves the right to collect any applicable sales, use or other taxes assessed by or as required by law. Azteca Systems reserves the right to add any applicable tax to the invoice, unless proof with the order is shown that your organization or entity is tax exempt or if it pays any applicable tax directly.

International Customers

These items are controlled by the U.S. government and authorized for export only to the country of ultimate destination for use by the ultimate consignee or end-user(s) herein identified. They may not be resold, transferred, or otherwise disposed of, to any other country or to any person other than the authorized ultimate consignee or end-user(s), either in their original form or after being incorporated into other items, without first obtaining approval from the U.S. government or as otherwise authorized by U.S. law and regulations.

Your signature indicates your acceptance of this Quote, and that you have read and accepted the Terms and Conditions set forth above.

Accepted by: _____

Attachment: CityWorks Enterprise Quote (6393 : Azteca Annual Cityworks Maintenance and Support)

Title

____/____/____
Date

Azteca Systems, LLC - Cityworks | 11075 South State Street Suite 24, Sandy, UT 84070 | Corporate Main 801-523-2751 | Corporate Fax 801-523-3734

APPROVED AS TO FORM


Legal Department City of Columbia, SC
12/17/2020

Attachment: CityWorks Enterprise Quote (6393 : Azteca Annual Cityworks Maintenance and Support)

GRANT AGREEMENT
among
CITY OF COLUMBIA, SOUTH CAROLINA
and
FIRST RELIANCE BANK

GRANT AGREEMENT

This GRANT AGREEMENT (“Agreement”), between City of Columbia, South Carolina, a body politic and corporate (“City”) and First Reliance Bank, a South Carolina company (“Company,” and with City, “Parties,” each, a “Party”).

W I T N E S S E T H :

WHEREAS, Title 5, Chapter 7 of the Code of Laws of South Carolina, 1976, as amended (“Act”), authorizes the City to exercise powers which the City deems necessary and proper for the general welfare of the City and the citizens of the City;

WHEREAS, pursuant to the Act, the City has determined to offer grants to (a) induce enterprises to locate in the City and (b) encourage enterprises currently located in the City to expand their investments in the City in order to provide opportunities for the creation and retention of jobs in the City and the advancement of economic development in the City;

WHEREAS, the Company has committed to maintaining and growing their local employment presence and expanding by adding corporate office space and new, full time, high paying jobs (“Project”) in the City limits;

WHEREAS, the Company has provided to the City a statement of its intended uses of City grant funds and represents and warrants that all City grant funds will be expended only for a valid public purpose under South Carolina law.

NOW, THEREFORE, in consideration of the respective representations, covenants and agreements contained in this Agreement and other good and valuable consideration the receipt of which each Party acknowledges, the Parties agree:

ARTICLE I ADDITIONAL DEFINITIONS

The following terms used in this Agreement have the meanings given below, unless the context clearly requires otherwise.

“*Administration Expenses*” means the reasonable expenses incurred by the City in the negotiation, approval and implementation of the terms and provisions of this Agreement, including reasonable attorney’s and consultant’s fees. Administration Expenses does not include any costs, expenses, including attorney’s fees, incurred by the City (a) in defending challenges to the Grant provided by this Agreement brought by third parties or the Company or its affiliates and related entities, or (b) 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.

“*Certification Date*” means the date set forth on Exhibit A by which the Company shall achieve the Commitment.

“*Cessation of Operations*” means a publicly announced termination of the Project, a layoff of a majority of employees working at the Company’s facility in the City, or a substantial reduction in production that continues for a period of twelve (12) months.

“*City Council*” means the City of Columbia City Council, the governing body of the City.

“*Commitment*” means the commitment made by the Company to hire new employees as more particularly described on **Exhibit A**.

“*Costs*” means all costs incurred by or on behalf of the Company to upfit and improve upon space and to purchase and install furniture, fixtures, and equipment at the Company’s facility in the City, whether incurred prior to or after the date of this Agreement, or such other expenses relating to the Project as may be approved in writing by the City.

“*Grant*” means the grant funds awarded by the City to the Company as more particularly described on **Exhibit B**.

“*Term*” means the period from the effective date of this Agreement until the Termination Date.

“*Termination Date*” means, unless earlier terminated pursuant to the provisions of this Agreement, the earlier of (a) the date on which the Company meets the Commitment, or (b) the date on which the Company pays the Repayment Amount set forth in Section 3.3 and Exhibit C of this Agreement.

ARTICLE II REPRESENTATIONS

Section 2.1. *Representations by the City.* The City represents to the Company as follows:

- (a) The City is a body politic and corporate and a political subdivision of the State of South Carolina;
- (b) The City is authorized and empowered by the provisions of the Act to enter into and carry out its obligations under this Agreement;
- (c) The City has duly authorized and approved the execution and delivery of this Agreement in accordance with the procedural requirements of the Act and any other applicable state law;
- (d) The City 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; and
- (e) Based on representations made by the Company to the City, the City has determined the Project will enhance the economic development of the City. Therefore, the City is entering into this Agreement for the purpose of promoting the economic development of the City.

Section 2.2. *Representations by the Company.* The Company represents to the City as follows:

- (a) The Company, a South Carolina limited liability company, has the power to conduct the Project in the State of South Carolina and enter into this Agreement;
- (b) The Company will use commercially reasonable efforts to achieve the Commitment;

(c) The Company's execution and delivery of this Agreement, and its compliance with the provisions of this Agreement does not result in a default under any agreement or instrument to which the Company is now a party or by which it is bound;

(d) On or before December 31 of each year during the Term, commencing in December 31, 2021, the Company covenant to deliver to the City's Office of Economic Development, the information with respect to the Company required by Exhibit D; and

(e) The Company represents and warrants that it will use the Grant only for a valid public purpose under South Carolina law with the understanding that the uses described on the attached Exhibit A qualify as a valid public purpose.

ARTICLE III COMMITMENT; GRANT

Section 3.1. *Commitment.*

(a) The Company shall achieve the Commitment by the Certification Date. The Company shall certify to the City achievement of the Commitment by the Certification Date by providing documentation to the City sufficient to reflect achievement of the Commitment.

(b) The City and its authorized agents, at any reasonable time on prior notice, may enter and examine and inspect the Company's books and records to verify any information included in the documentation provided by the Company to the City certifying achievement of the Commitment.

(c) If the Company fails to commence the Project within 6 months of the Effective Date, the City may terminate this Agreement and, on termination, the Company are no longer entitled to any further benefits under this Agreement and must return the Grant to the City.

Section 3.2. *Grant.* To assist in paying for Costs of the Program, the City shall provide the Grant to the Company.

Section 3.3. *Claw Back.* If the Company (a) fails to achieve and certify the Commitment by the Certification Date, (b) fails to commence the Program within 6 months of the Effective Date, (c) expends the Grant for any expenditure that is not a valid public purpose under South Carolina law, or (d) announces a Cessation of Operations within six (6) months after the Certification Date, then the Company is subject to the claw backs as described in Exhibit C. Any amount that may be due from the Company to the City as calculated in accordance with or described in Exhibit C is due within thirty (30) days of receipt of a written statement from the City setting forth the amount due. The repayment obligation arising under this Section and Exhibit C survives termination of this Agreement.

ARTICLE IV DEFAULT

Section 4.1. *Events of Default.* The following are "Events of Default" under Agreement:

-
- (a) Failure to timely pay any amount due under this Agreement;
 - (b) A representation or warranty made by a Party which is deemed materially incorrect when deemed made;
 - (c) Failure by a Party to perform any of the terms, conditions, obligations, or covenants under this Agreement (other than those under (a), above), which failure has not been cured within 30 days after written notice specifying such failure and requesting that it be remedied, unless the Party 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 Party is diligently pursuing corrective action;

Section 4.2. Remedies on Default.

(a) If an Event of Default has occurred and is continuing, then the non-defaulting Party may take any one or more of the following remedial actions:

- (i) terminate this Grant 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.

Section 4.3. Reimbursement of Legal Fees and Other Expenses. If the Company commits an Event of Default and the City 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 City is entitled to seek reimbursement of the reasonable fees of such attorneys and such other reasonable expenses so incurred.

Section 4.4. 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 4.5. Nonwaiver. No delay or omission to exercise any right or power accruing upon any continuing default hereunder shall impair any such right or power or is a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

Section 4.6. Termination by the City. The City may terminate this Agreement, without cause, upon thirty (30) days' written notice to the Company.

ARTICLE V PARTICULAR RIGHTS AND COVENANTS

Section 5.1. Confidentiality. The City 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 City pursuant to this Agreement as "**Confidential Information.**" Except as required by law, the City, or any

employee, agent, or contractor of the City, shall not disclose or otherwise divulge any labeled Confidential Information to any other person, firm, governmental body or agency. The Company acknowledges that the City 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 City is required to disclose any Confidential Information to a third party, the City will use its best efforts to provide the Company with advance notice 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 5.2. Indemnification.

(a) The Company shall indemnify, defend, hold harmless and save the City, its employees, elected officials, officers and agents against and from any and all liability, claims, or causes of action arising from the City's disbursement of and the Company's use of the funds that are the subject of this Agreement.

(b) The City is entitled to use counsel of its choice and the Company shall reimburse the City 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 City shall provide a statement of the costs incurred in the response or defense, and the Company shall pay the City within 30 days of receipt of the statement. The Company may request reasonable documentation evidencing the costs shown on the statement. However, the City is not required to provide any documentation that may be privileged or confidential to evidence the costs.

Section 5.3. No Liability of City Personnel. All covenants, stipulations, promises, agreements and obligations of the City contained in this Agreement are binding on members of the City Council or any elected official, officer, agent, servant or employee of the City 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 Agreement may be had against any member of City Council or any elected or appointed official, officer, agent, servant or employee of the City 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 City Council or any elected or appointed official, officer, agent, servant or employee of the City except solely in their official capacity.

Section 5.4. Limitation of Liability. The City is not liable to the Company for any costs, expenses, losses, damages, claims or actions in connection with this Agreement. Notwithstanding anything in this Agreement to the contrary, any financial obligation the City may incur under this Agreement is deemed not to constitute a pecuniary liability or a debt or general obligation of the City.

Section 5.5. Administration Expenses. The Company will reimburse, or cause reimbursement to, the City for the Administration Expenses in the amount not to exceed \$5,000. The Company will reimburse the City for its Administration Expenses on receipt of a written request from the City or at the City's direction, which request shall include a general 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 City. The payment by the Company of the City's Administration Expenses shall not be construed as prohibiting the City from engaging, at its discretion, the counsel of the City's choice.

Section 5.6. No City Sponsorship. This Grant shall not be construed as sponsorship of any event or project of the Company. The Company may not publish the City's logo or list the City as a sponsor or endorser without the City's prior written consent.

ARTICLE VI MISCELLANEOUS

Section 6.1. Notices. Any notice, election, demand, request or other communication to be provided under this 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 hereof require receipt rather than sending of any notice, in which case such provision shall control:

AS TO THE CITY:	City of Columbia, S.C. Attn: City Manager P.O. Box 147 Columbia, South Carolina 29217 Phone: 803.545.3026 Fax: 803.545.3051
WITH A COPY TO: (does not constitute notice)	City of Columbia Office of Economic Development Attn: Director of Economic Development 1201 Main Street, Suite 250 Columbia, South Carolina 29201 Phone: 803.734.2700 Fax: 803.734.2702
AS TO THE COMPANY:	First Reliance Bank Attn: Robert Dozier 2170 West Palmetto Street Florence, SC 29501 Phone: 803.996.4920
WITH A COPY TO:	Nelson Mullins Attn: B.T. Atkinson One Wells Fargo Center, 23 rd Floor 301 South College Street Charlotte, NC 28202 Phone: 704.417.3039 Fax: 704.377.4814

Section 6.2. Binding Effect. This Agreement is binding on and inures to the Parties' benefit. In the event of the dissolution of the City or the consolidation of any part of the City with any other political subdivision or the transfer of any rights of the City to any other political subdivision, this Agreement shall bind and inure to the benefit of the successors of the City from time to time and any entity, officer, board, commission, agency or instrumentality to whom or to which any power or duty of the City has been transferred.

Section 6.3. Counterparts. This Agreement may be executed in any number of counterparts, in original, by facsimile or by other electronic means, and all of the counterparts taken together are deemed to constitute one and the same instrument.

Section 6.4. Governing Law. This Agreement and all documents executed in connection herewith are construed in accordance with and governed by the laws of South Carolina.

Section 6.5. Amendments. The provisions of this Agreement may be modified or amended only in writing by an agreement or agreements entered into between Parties.

Section 6.6. Assignment. The Agreement may not be assigned by the Company to another entity without the written permission of the City.

Section 6.7. Further Assurance. From time to time the City agrees to execute and deliver to the Company additional instruments as either the Company may request to effectuate the purposes of this Agreement.

Section 6.8. Severability. If any provision of this Agreement is declared illegal, invalid or unenforceable for any reason, the remaining provisions hereof shall be unimpaired, and such illegal, invalid or unenforceable provision shall be reformed so as to most closely effectuate the legal, valid and enforceable intent thereof and so as to afford the Company with the maximum benefits to be derived herefrom, it being the City's intention to offer the Company the strongest inducement possible to locate the Project in the City.

IN WITNESS WHEREOF, the City, acting by and through the City Council, has caused this Agreement to be executed in its name and on its behalf by the City Manager and to be attested by the Clerk to City Council, effective as of the date of the last signature hereinbelow.

CITY OF COLUMBIA, SOUTH CAROLINA

City Manager

Date

(SEAL)
ATTEST:

Clerk to City Council

Date

APPROVED AS TO FORM



Legal Department City of Columbia, SC

IN WITNESS WHEREOF, the Company, acting by and through its duly authorized officer(s), has caused this Agreement to be executed in its name and on its behalf, effective as of the day and year first above written.

First Reliance Bank

By: _____
Its: _____
Date: _____

Exhibit A

Description of Commitment

Not later than December 31, 2024 (“Certification Date”), the Company commits to create not less than twenty full-time, or full-time equivalent jobs in the City in connection with the Project paying an average minimum wage of \$100,000 per job annually, and invest no less than \$1,250,000 in a corporate facility within the City limits.

Exhibit B

Description of Grant

The City shall provide a Grant to the Company, in an amount not to exceed \$200,000, payable in four annual installments of \$50,000 each over a period of four years, with the first payment coming due beginning on July 1, 2021.

Exhibit C

Description of Claw Back

The portion of the Grant to be repaid (“Repayment Amount”) is based on the amount by which the Company failed to achieve the Commitment and is calculated as follows:

$$\text{Repayment Amount} = \text{Grant Amount Received} \times \text{Clawback Percentage}$$

$$\text{Clawback Percentage} = 100\% - \text{Commitment Achievement}$$

$$\text{Commitment Achievement} = \text{Number of Full-Time Jobs Created} / \text{Commitment}$$

In calculating each achievement, only the investment achieved or jobs achieved up to the investment committed and the jobs committed will be counted.

For example, and by way of example only, if the Company had received \$200,000 in Grant proceeds, and only created 15 jobs by the Certification Date, the Repayment Amount would be calculated as follows:

$$\text{Commitment Achievement} = 15/20 = 75\%$$

$$\text{Clawback Percentage} = 100\% - 75\% = 25\%$$

$$\text{Repayment Amount} = \$200,000 \times 25\% = \$50,000$$

Exhibit D

Description of Reporting Information

On or before December 31 of each year during the Term, commencing on December 31, 2021, the Company shall deliver to the City (a) a copy of the current payroll showing the Company's employment at its facility in the City, and (b) any additional information the City may reasonably request to determine the Company's current achievement of the Project.

The Company shall remit the information set forth on this Exhibit D to:

City of Columbia, South Carolina
Attn: Economic Development Director
1201 Main Street, Suite 250
Columbia, SC 29201
Email: Ryan.Coleman@columbiasc.gov
Phone: 803.734.2700
Fax: 803.734.2702

Exhibit E

Use of Grant Funds

The Company shall use the Grant solely for the purpose of any required upfits and improvements to the physical space at its facility in the City, as well as funding the acquisition of furniture, fixtures and equipment for the facility.

PROFESSIONAL SERVICES AGREEMENT
Employer-sponsored Health Clinic

THIS PROFESSIONAL SERVICES AGREEMENT' (this "Agreement") is entered into as of the 1st day of January, 2020 (the "Effective Date"), by and between Doctors Care, P.A., a South Carolina licensed physician practice, ("Contractor") and City of Columbia ("Purchaser"), each a "Party" and together the "Parties."

RECITALS

Whereas, Purchaser is a municipality in South Carolina with a workforce of 3,000 employees, and from time to time such employees require professional medical care;

Whereas, Purchaser desires to make available certain health care opportunities (as more specifically described on Exhibit A, the "Services") to (i) its employees and their dependents who receive primary benefits under Purchaser's health plan (the "Covered Individuals"), and (ii) its employees requiring certain Occupational Health Services which are a subset of the Services and described in Exhibit A, at the Purchaser's location at 2012 Harden Street, Suites 110 and 112, Columbia, SC 29204 (the "Site");

Whereas, Contractor is a Professional Association that employs and contracts with physicians, physician extenders (nurse practitioners, physician assistants), nurses, and other professional medical staff duly licensed or otherwise qualified to provide the Services; and

Whereas, Purchaser desires to contract with Contractor for Contractor to provide Services at the Site as more specifically described herein.

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby recognized by the Parties, the Parties agree as follows:

I. OPERATION OF A MEDICAL CLINIC

- A. Purchaser will make available a secure medical clinic to provide the Services (the "Medical Clinic").
- B. Contractor will provide professional medical staffing (the "Contracted Medical Team" made up of individual "Contracted Medical Staff") and administrative services necessary to provide the Services as more specifically described in this Agreement
- C. Nothing in this Agreement shall be interpreted as authority or permission for Purchaser to interfere with or influence the independent medical judgment of any member of the Contracted Medical Team.

II. DUTIES OF PURCHASER

- A. Purchaser shall arrange for the provision of an appropriately upfitted and equipped space (the "Clinic Space") for Contractor to use in performing this Agreement.
- B. Purchaser shall ensure that the Clinic Space is provided with janitorial services, internet connection and other IT support, sewage and sanitary services, security, maintenance, utilities, disposal of bio-hazardous waste, and related items reasonably necessary for the provision of Services at the Site.

- C. Purchaser shall provide Contractor with current information regarding Covered Individuals and shall ensure that employees who are not Covered Individuals do not seek or receive Services, other than Occupational Health Services, from Contracted Medical Staff at the Site.

III. STAFFING AND PROVISION OF PROFESSIONAL MEDICAL SERVICES

- A. Contractor shall provide appropriate Contracted Medical Staff according to the schedule set forth on Exhibit B, attached hereto and incorporated herein by reference. Contractor is solely responsible for the terms and conditions of its engagement of the Contracted Medical Team and for the payment of compensation to the Contracted Medical Team.
- B. Contractor shall provide appropriate medical supplies, testing materials, laboratory materials, legend and non-legend pharmaceuticals, and other materials as may be reasonably required to provide the Services.
- C. Contractor shall notify Purchaser immediately of any damage to the Clinic, necessary repairs or maintenance to the premises, other concerns with the physical condition, security or safety of the property, or any issue which may prohibit or interfere with Contractor's provision of Services or which Contractor believes may represent a potential health, security or safety risk to persons at the Clinic.
- D. Contractor shall ensure all Services being provided are provided in accordance within the Clinical Personnel's scope of practice, applicable ethical codes, and the generally recognized standards of the medical community.

IV. COMPENSATION FOR SERVICES

Purchaser shall compensate Contractor for the Services pursuant to Exhibit C, attached hereto and incorporated herein by reference.

- A. Contractor accepts and assumes the responsibility for paying any and all taxes arising from Contractor's compensation received under this Agreement.
- B. Contractor shall not bill any Covered Individual or other third-party, whether federal, governmental, or private, for Services performed hereunder, nor shall Contractor allow any member of the Contracted Medical Staff to do so. Amounts paid by Purchaser to Contractor pursuant to Exhibit C shall be the sole and exclusive compensation to be paid to Contractor for the provision of the Services at the Site. Nothing herein, however, shall be interpreted to prevent Contractor or any member of the Contracted Medical Team from billing and collecting for medical services provided to any Covered Individual or employee of Purchaser at any location other than the Site.
- C. The Parties agree that Contractor has established the composition of its Contracted Medical Team based upon current numbers of Covered Individuals and representations by Purchaser of projected utilization of the Medical Clinic. If (a) an increase in requested Services imposes greater duties or obligations on Contractor than presently contemplated by the Parties, or (b) the number of Covered Individuals increases by ten percent (10%) or more, the Clinic Fee shall be renegotiated. Changes to the Clinic Fee pursuant to section (a) shall be effective as of the date of the modification of the Plan of Benefits if required, and if not required or for changes pursuant to section (b), on the date of mutual agreement by the Parties.

V. MEDICAL RECORDS

Contractor shall complete, in a timely manner, medical records that are adequate, accurate, complete, and legible with respect to Services rendered.

- A. Medical records or information pertaining to the diagnosis or treatment of any patient which constitute medical records or Protected Health Information ("PHI") as defined by Federal Law under the Health Insurance Portability and Accountability Act of 1996 along with all rules, regulations, and amendments thereto ("HIPAA"), shall not be available for review by Purchaser. Purchaser shall not have any right to review or access such Protected Health Information except as provided by law or by consent of the patient.
- B. Contractor and Purchaser agree to reasonably cooperate with one another to implement procedures to ensure that Purchaser and its employees, contractors, and other agents do not have any access to (i) any PHI pertaining to any Covered Individual, regardless of the medium or manner in which the PHI is maintained by Contractor, and including without limitation any access to any clinical laboratory or pharmacy PHI, and (ii) any portion of the Site used by Contractor to store patient medical records, Protected Health Information, prescription medications, or other items which must be under the sole control of Contractor at all times in accordance with applicable law. The Parties hereto agree that Purchaser shall be solely responsible for Purchaser's compliance with all applicable law governing the employment records of Purchaser's employees, all of which shall be maintained by Purchaser, separate and apart from the PHI that is maintained by Contractor as described herein.
- C. All medical records are and shall remain the property of Contractor. Upon termination of this Agreement, Purchaser shall cooperate with Contractor in the removal by or delivery to Contractor of any records, equipment, or property belonging to Contractor from the Site.
- D. In compliance with HIPAA, Contractor shall:
 - i. implement appropriate measures designed to ensure the security, integrity, and confidentiality of PHI;
 - ii. protect PHI against any known or anticipated threats or hazards to the security or integrity of such information;
 - iii. protect against unauthorized access to, or use of, PHI that could result in harm to any Individual;
 - iv. cause any other party to whom Contractor may provide access or disclose Personal Information to implement appropriate measures designed to meet the objectives set forth in this Article V; and
 - v. promptly notify Purchaser in writing in the event of any situation which results in the breach of PHI (such as through loss, or theft of laptop computers, theft of customer data, system security failures, etc.).
- E. The requirements of this Article survive termination of the Agreement.

VI. INSURANCE

- A. Purchaser shall maintain in place during the Term of this Agreement a policy of comprehensive general liability insurance, or self-insurance satisfactory to Contractor, with broad form property damage endorsement and personal injury coverage, affording protection in an amount of not less than One Million Dollars (\$1,000,000) per incident and in the aggregate, with respect to personal injury, death, or damage to property, including the Clinic Space.

- B. Contractor shall ensure that, during the term of this Agreement, including any renewal period(s), all Contracted Medical Staff providing Services pursuant to this Agreement are insured by a professional liability policy with minimum coverage of \$1,000,000 per occurrence and \$3,000,000 annual aggregate. If at any time, the insurance procured pursuant to this requirement is provided on a "claims made" basis and the insurance is not renewed at the end of the policy term or if such "claims made" insurance is terminated for any reason, Doctors Care P.A. shall procure optional extension period coverage ("tail coverage") to assure that insurance coverage in the required amounts is maintained for claims made at any time which are related to an occurrence during the term of this Agreement. The requirements of this Paragraph VI.B shall survive termination of this Agreement.
- C. Contractor shall provide for or require any subcontractor to maintain similar coverage for the subcontractor's employees employed in connection with this Agreement.

VII. INDEMNITY

Each Party agrees to and does hereby assume sole responsibility for its own acts and omissions with respect to third parties which give rise to any claim arising out of this Agreement.

VIII. TERM AND TERMINATION

- A. Term. This Agreement will be effective for a term of three (3) years from the Effective Date unless otherwise terminated pursuant to this Agreement (the "Term"). The periods from January 1 to December 31 each year shall be referred to as an "Annual Period."
- B. Termination for Cause. This Agreement may be terminated by either Party upon ten (10) business days' written notice for Cause. As used herein "Cause" shall mean: breach by the other Party of any obligation or ongoing covenant in this Agreement which is not cured to the satisfaction of the non-breaching Party within thirty (30) days written notice from the non-breaching party to the breaching part of the occurrence of the breach (a "Breach Notice").

IX. INDEPENDENT CONTRACTOR

Contractor and the Contracted Medical Team are performing the Services under this Agreement as independent contractors to Purchaser. Nothing contained within this Agreement shall constitute either Party acting as an employee, agent, partner, or joint venturer of the other Party. Purchaser shall have no right or authority, apparent or actual, to direct or influence the medical judgment of Contractor or the Contracted Medical Team in the provision of Services hereunder.

X. REGULATORY MATTERS

It is the intention of the Parties that the provisions of this Agreement shall comply with all applicable federal and state statutes and regulations, including, but not limited to, HIPAA, the Genetic Information Nondisclosure Act of 2008 ("GINA"), non-discrimination laws enforced by the EEOC and other federal and state agencies, and federal and State Anti-kickback Laws. In the event that any federal or state laws or regulations, now existing or enacted or promulgated after the Effective Date, are interpreted by judicial decision, by regulatory agency or legal counsel in such a manner as to indicate the terms of this Agreement may be in violation of such laws and regulations, the Parties shall attempt to amend this Agreement as necessary to comply with such laws and regulations. To the maximum extent possible, any such amendment shall preserve the underlying economic and financial arrangements between the Parties. In the event that the Parties cannot agree in a reasonable period of time to amend the Agreement to bring it into compliance with such laws or regulations, then the Parties shall proceed to terminate this Agreement.

XI. CONFIDENTIALITY

All information which either Party provides to the other during the term of this Agreement shall be deemed "Confidential Information," except the following shall not be deemed Confidential Information: (i) any information which the disclosing Party has made available to the public; (ii) any information which was rightfully in a Party's possession or known by it prior to receipt from the other Party; (iii) any information which a Party has received from a party other than the other Party without the violation of a confidentiality obligation; and (iv) any information which a Party develops independently without use of the other Party's Confidential Information. The Parties shall use each other's Confidential Information only in the performance of this Agreement and shall not otherwise use or disclose such Confidential Information to any third parties, except, (i) to such Party's attorneys or auditors who have a need to know such information and who are bound by either professional and/or written confidentiality obligations consistent with the terms of this Agreement; (ii) as necessary to enforce or defend any claim related to this Agreement; or (iii) as may be required by law, rule, regulation, subpoena or other request to which a Party is legally obligated to respond, provided that the disclosing Party is given a reasonable opportunity to seek appropriate confidential treatment or a protective order for the Confidential Information. Each Party shall use reasonable precautions to protect the other Party's Confidential Information and employ at least those precautions that such Party employs to protect its own confidential or proprietary information of similar nature and importance.

XII. MISCELLANEOUS PROVISIONS

- A. Notice. Any notice or other communication required or permitted under this Agreement shall be in writing and shall be deemed given as of the date it is delivered by hand or actually received, as evidenced by a national delivery service signed receipt or process server affidavit; or three days after it is mailed, postage prepaid return receipt requested, to the Party at the address listed below:

As to Contractor:	Doctors Care, PA 1818 Henderson Street Columbia, South Carolina 29201 Attention: Curtis Franke, MD
-------------------	---

As to Purchaser:	City of Columbia 1737 Main Street Columbia, South Carolina 29201
------------------	--

- B. Assignment. This Agreement is for professional services. Contractor may assign this Agreement to any successor in interest or affiliated entity to the extent permitted by applicable law. Purchaser may not assign its rights, duties, or obligations under this Agreement without the prior, written approval of Contractor.
- C. Entire Agreement. This Agreement, including any schedules or other attachments that are incorporated herein by reference, contains the entire agreement among the Parties as to its subject matter. This Agreement merges all prior discussions among the Parties and no Party shall be bound by conditions, definitions, warranties, understandings, or representations concerning such subject matter except as provided in this Agreement or as may be specified later in writing and signed by properly authorized representatives of the Parties.
- D. Waiver. The failure of a Party in any instance to insist upon the strict performance of the terms of this Agreement shall not be construed to be a waiver or relinquishment of any of the terms

of this Agreement, either at the time of the Party's failure to insist upon strict performance or at any time in the future, and such term or terms shall continue in full force and effect.

- F. Governing Law. The construction and performance of this Agreement shall be governed by and construed pursuant to the laws of the State of South Carolina.
- F. Severability. Each clause of this Agreement is a distinct and severable clause and if any clause is deemed illegal, void or unenforceable, the validity, legality and/or enforceability of the remaining clauses or portion of this Agreement shall not be affected thereby.
- G. Binding Obligations. The rights and responsibilities of this Agreement shall inure to the benefit of the Parties hereto and their respective successors and permitted assigns.
- H. Amendment. Any amendment to this Agreement shall be effective only if in writing and duly executed by authorized representatives of each Party.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date set forth hereinabove.

WITNESSES:

City of Columbia

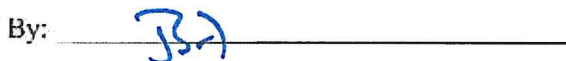


By: 

Its: City Manager



Doctors Care, P.A.

By: 

Its: Secretary

APPROVED AS TO FORM


Legal Department City of Columbia, SC

EXHIBIT A**SERVICES****Services to be provided to
Covered Individuals only:**

Annual Physicals
 Biometric Screening
 Strep Throat (rapid strep test)
 Flu (vaccinations and tests)
 Pregnancy tests (kit tests)
 Cough, cold, sore throat, fever
 Painful sinuses and ear infections
 Headaches and migraines
 Stomach Problems
 High Blood Pressure
 High cholesterol
 Arthritis
 Diabetes management
 Allergies and Rashes
 Urinary conditions
 Insect Bites
 Respiratory infections such as bronchitis
 Lacerations and bruises
 Work-related injuries
 Allergic reaction
 Bronchitis
 Nose bleed
 Urinary infection
 Burns
 Mild burns
 Minor cuts, punctures, and other wounds
 Strains and sprains

**Occupational Health Services
available to all employees as needed**

- Recruit physical – non-public safety
- Complete physical – public safety
- Physical – DOT
- EKG
- Pulmonary Function Test
- Vision Test
- Vital Signs
- Optional spirometry or audiogram

EXHIBIT B**SCHEDULING**

1. The Contracted Medical Team provided by Contractor to staff the Clinic shall consist of a physician assistant and a physician.
2. Services shall be offered at the Site Monday through Friday, from 7 a.m. until 5 p.m.

EXHIBIT C
COMPENSATION

1. Compensation for the provision of Services shall be as follows:

<u>Component</u>	<u>Billing Cycle</u>	<u>Fee</u>
Clinic Fee (including but not limited to Contracted Medical Team compensation and administrative services)	Monthly	\$62,907.86 per month Annual Period 1 \$66,053.26 per month Annual Period 2 \$69,355.92 per month Annual Period 3
Pharmacy Fee for legend and non-legend pharmaceuticals dispensed at Site	Monthly	Based on items dispensed per month
Supply Fee for consumables utilized at Site (including but not limited to injections, vaccines, gloves, hand sanitizer, first aid supplies, general supplies)	Monthly	Based on costs incurred per month
Laboratory Fee for laboratory tests that are sent to off-site contracted lab for analysis	Monthly	Based on tests ordered per month
City Clinic Wellness Coordinator	Monthly	\$6,125.00 per month Annual Period 1 \$6,431.25 per month Annual Period 2 \$6,752.81 per month Annual Period 3

2. The compensation paid to Contractor is intended to reflect fair market value for the Services provided pursuant to this Agreement.
3. Within fifteen (15) days of the end of each calendar month, Contractor shall submit an invoice or amounts due under this Agreement. Purchaser shall compensate Contractor for the Services no later than the fifteenth (15th) day after the receipt of the invoice.



CITY OF COLUMBIA

Dept of Procurement and Contracts
1800 Main Street, 2nd Floor
Columbia, South Carolina 29201

TO: CARUS LLC
315 5TH STREET
PERU, IL 61354

Fax: 704-822-0922
Email: ORDERS@CARUSCORPORATION.COM

PURCHASE ORDER

PO Number	P1847
Date	07/22/2020
Vendor ID	V000518
Delivery Date	
FOB	Destination
Requisition No	R205464

7.b

Purchase Order Number must appear on all
invoices, packing lists and correspondence.

Page:

Deliver Items To:

COLUMBIA CANAL WATER PLANT
300 LAUREL STREET
COLUMBIA, SC 29201

Send Invoice To:

ACCOUNTING DIVISION
PO BOX 147
COLUMBIA, SC 29217
AccountsPayable@columbiasc.net

Item	Description	Quantity	Unit	Unit Price	Extension
0001	Blended Phosphate for Columbia Canal WTP All prices, specifications, terms and conditions per City of Columbia BID# BID005-19-20-LTD Ortho/Polyphosphate @ \$770/ton Water Treatment Chemical POC: Amanda Gainey 803-255-8160 Department of Procurement and Contracts Phone: 803-545-3470 procurement@columbiasc.net By acceptance of this Purchase Order, the vendor/contractor/consultant agrees to abide by all applicable governing terms and conditions posted at www.columbiasc.net/purchasing/rules-regulations Department of Procurement and Contracts POC: LaToyia Davis Phone: 803-545-4471 procurement@columbiasc.gov	56,210.00	EA	1.00	56,210.00
				Sales Tax	0.0
THE ARTICLES SPECIFIED ARE SUBJECT TO THE FOLLOWING CONDITIONS:				Total	56,210.0

1. Submit all claims for payments by detailed itemized invoice in duplicate.
2. Goods other than those specified on this order must not be substituted or prices changed without authorization.
3. The right of cancellation in case of long delay in shipment is reserved.
4. If the quantity shipped is short of the purchase order quantity, specify on the packing slip if that quantity is on back order or cancelled.
5. Prepay shipping charges, if any, and add to invoice.
6. Ship "Open Account." No C.O.D.'s will be accepted.

AUTHORIZED SIGNATURE:

Sandra A. Wright
Purchasing Agent

Attachment: P184758 FY 20-21 Purchase Order (6410 : Purchase Order Increase - Blended Phosphate)

Submit Responses Online using the City of Columbia's online bidding system, eBidcolumbiasc Phone Number: (803)545-3470		CITY OF COLUMBIA INVITATION TO BID BIDDER ACKNOWLEDGEMENT	
Date: August 2, 2019	Bids will be opened at 10:00 A.M. on August 20, 2019 and may not be withdrawn within 60 days after such date and time.	Bid No: BID005-19-20-LTD	
Bid Title: Chemicals for Water and Wastewater Treatment Plants		Reason For No Bid:	
Vendor Name: Carus LLC (f/k/a Carus Corporation)			
Vendor Mailing Address: 315 Fifth Street			
City-State-Zip: Peru, IL 61354			
Telephone No: 800-435-6856			
Fax No: 815-224-6697			
I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of the bid and certify that I am authorized to submit this bid. In submitting a bid to an agency of the City of Columbia, the bidder offers and agrees that if the bid is accepted, the bidder will convey, sell, assign or transfer to the City of Columbia all rights, title, interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of South Carolina for price fixing relating to the particular commodities or services purchased or acquired by the City of Columbia. At the discretion of the City of Columbia, such assignment shall be made and become effective at the time the purchasing agency tenders final payment to the bidder.			
 AUTHORIZED SIGNATURE (MANUAL) David J Kuzy/President, CEO AUTHORIZED SIGNATURE/TITLE (TYPED) bids@caruscorporation.com E-MAIL ADDRESS			
General Conditions			
Electronic Bids: All bids must be submitted using the eBidcolumbiasc System. Bids not submitted on the eBidcolumbiasc system may be rejected. All bids are subject to the conditions specified herein. Those which do not comply with these conditions are subject to rejection.			
1. EXECUTION OF BID: Bid must be submitted online by an authorized representative.			
2. NO BID: If not submitting a bid, respond by indicating no-bid using eBidcolumbiasc and explain the reason in the space provided for comments.			
3. BID OPENING: Shall be public on the date and at the hour specified on the bid. It is the bidder's responsibility to assure that his bid is submitted. Bids which for any reason are not so submitted may not be considered. Offers by telegram or telephone are not acceptable. A bid may not be altered after the opening of the bids. NOTE: Bid tabulation will be posted online under the tabulations section of eBidcolumbiasc. Bid tabulations will not be provided by telephone.			
4. PRICES, TERMS, & PAYMENT: Firm prices shall be bid and shall include all packing, handling and shipping or delivery charges. A. Discounts: Bidders may offer a cash discount for prompt payment. However, such discounts shall not be considered in determining the lowest net cost for bid evaluation purposes. Discount time will be computed from the date of satisfactory delivery at place of acceptance or from receipt of correct invoice at the office specified, whichever is later. B. Mistakes: Bidders are expected to examine the specifications, delivery schedule, bid prices and all instructions pertaining to supplies and services. Failure to do so will be at bidder's risk. In case of mistake in extension, the unit price will govern. C. Condition & Packaging: It is understood and agreed that any item offered or shipped as a result of this bid shall be new (current model at the time of this bid). All containers shall be suitable for storage or shipment, and all prices shall include standard commercial packaging. D. Safety Standards: Unless otherwise stipulated in the bid, all manufactured items and fabricated assemblies shall comply with applicable requirements of the Occupational Safety and Health Act, and any standards there under, as well as bearing Underwriters Laboratories (UL) labels where appropriate. E. Invoicing & Payment: The vendor shall be paid upon submission of properly certified invoices to the City of Columbia Accounting Division, P.O. Box 147, Columbia, S.C. 29217. At the prices stipulated on the contract at the time the order is placed, after delivery and acceptance of goods, less deductions if any, as provided, invoices shall contain the Contract Number and Purchase Order Number. The City of Columbia will not pay invoices submitted from a third party. Invoices shall be submitted by the company shown on the Purchase Order.			
5. MANUFACTURER'S NAME & APPROVED EQUIVALENTS: Any 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 bids are based on equivalent products, indicate on the bid form the manufacturer's name and number. Bidder shall submit with his bid, cuts, sketches and descriptive literature and/or complete specifications. Reference to literature submitted with a previous bid will not satisfy this provision. The bidder shall also explain in detail the reason(s) why the proposed equivalent will meet the specifications and not be considered an exception thereto. The City of Columbia reserves the right to determine acceptance of item(s) as an approved equivalent. Bids, which do not comply with these requirements, are subject to rejection. Bids lacking any written indication of intent to bid an alternate brand will be received and considered in complete compliance with the specifications as listed on the bid form. The Department of Procurement & Contracts is to be notified of any proposed changes in (a) materials used, (b) manufacturing process, or (c) construction. However, changes shall not be binding upon the City unless evidenced by a Change Notice issued and signed by the City Purchasing Agent.			

Attachment: Bidder Acknowledgement (6410 : Purchase Order Increase - Blended Phosphate)

Submit Responses Online using the City of Columbia's online bidding system, eBidcolumbiasc Phone Number: (803)545-3470		CITY OF COLUMBIA INVITATION TO BID BIDDER ACKNOWLEDGEMENT	
Date: August 2, 2019		Bids will be opened at 10:00 A.M. on August 20, 2019 and may not be withdrawn within 60 days after such date and time.	
Bid Title: Chemicals for Water and Wastewater Treatment Plants		Bid No: BID005-19-20-LTD	
Vendor Name:		Reason For No Bid:	
Vendor Mailing Address:			
City-State-Zip:			
Telephone No:			
Fax No:			
I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of the bid and certify that I am authorized to submit this bid. In submitting a bid to an agency of the City of Columbia, the bidder offers and agrees that if the bid is accepted, the bidder will convey, sell, assign or transfer to the City of Columbia all rights, title, interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of South Carolina for price fixing relating to the particular commodities or services purchased or acquired by the City of Columbia. At the discretion of the City of Columbia, such assignment shall be made and become effective at the time the purchasing agency tenders final payment to the bidder.			
		AUTHORIZED SIGNATURE (MANUAL)	
		AUTHORIZED SIGNATURE/TITLE (TYPED)	
		E-MAIL ADDRESS	
General Conditions			
Electronic Bids: All bids must be submitted using the eBidcolumbiasc System. Bids not submitted on the eBidcolumbiasc system may be rejected. All bids are subject to the conditions specified herein. Those which do not comply with these conditions are subject to rejection.			
1. EXECUTION OF BID: Bid must be submitted online by an authorized representative.			
2. NO BID: If not submitting a bid, respond by indicating no-bid using eBidcolumbiasc and explain the reason in the space provided for comments.			
3. BID OPENING: Shall be public on the date and at the hour specified on the bid. It is the bidder's responsibility to assure that his bid is submitted. Bids which for any reason are not so submitted may not be considered. Offers by telegram or telephone are not acceptable. A bid may not be altered after the opening of the bids. NOTE: Bid tabulation will be posted online under the tabulations section of eBidcolumbiasc. Bid tabulations will not be provided by telephone.			
4. PRICES, TERMS, & PAYMENT: Firm prices shall be bid and shall include all packing, handling and shipping or delivery charges.			
A. Discounts: Bidders may offer a cash discount for prompt payment. However, such discounts shall not be considered in determining the lowest net cost for bid evaluation purposes. Discount time will be computed from the date of satisfactory delivery at place of acceptance or from receipt of correct invoice at the office specified, whichever is later.			
B. Mistakes: Bidders are expected to examine the specifications, delivery schedule, bid prices and all instructions pertaining to supplies and services. Failure to do so will be at bidder's risk. In case of mistake in extension, the unit price will govern.			
C. Condition & Packaging: It is understood and agreed that any item offered or shipped as a result of this bid shall be new (current model at the time of this bid). All containers shall be suitable for storage or shipment, and all prices shall include standard commercial packaging.			
D. Safety Standards: Unless otherwise stipulated in the bid, all manufactured items and fabricated assemblies shall comply with applicable requirements of the Occupational Safety and Health Act, and any standards there under, as well as bearing Underwriters Laboratories (UL) labels where appropriate.			
E. Invoicing & Payment: The vendor shall be paid upon submission of properly certified invoices to the City of Columbia Accounting Division, P.O. Box 147, Columbia, S.C. 29217. At the prices stipulated on the contract at the time the order is placed, after delivery and acceptance of goods, less deductions if any, as provided, invoices shall contain the Contract Number and Purchase Order Number. The City of Columbia will not pay invoices submitted from a third party. Invoices shall be submitted by the company shown on the Purchase Order.			
5. MANUFACTURER'S NAME & APPROVED EQUIVALENTS: Any 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 bids are based on equivalent products, indicate on the bid form the manufacturer's name and number. Bidder shall submit with his bid, cuts, sketches and descriptive literature and/or complete specifications. Reference to literature submitted with a previous bid will not satisfy this provision. The bidder shall also explain in detail the reason(s) why the proposed equivalent will meet the specifications and not be considered an exception thereto. The City of Columbia reserves the right to determine acceptance of item(s) as an approved equivalent. Bids, which do not comply with these requirements, are subject to rejection. Bids lacking any written indication of intent to bid an alternate brand will be received and considered in complete compliance with the specifications as listed on the bid form. The Department of Procurement & Contracts is to be notified of any proposed changes in (a) materials used, (b) manufacturing process, or (c) construction. However, changes shall not be binding upon the City unless evidenced by a Change Notice issued and signed by the City Purchasing Agent.			

Attachment: BID005-19-20-LTD Water and Wastewater Treatment Chemicals (6410 : Purchase Order Increase - Blended Phosphate)

BID No: 005-19-20-LTD Chemicals for Water and Wastewater Treatment Plants

General Conditions Continued

6. **INTERPRETATIONS:** Any questions concerning conditions and specifications shall be directed in writing to this office for receipt no later than ten (10) days prior to the bid opening. Inquiries must reference the date of bid opening and bid number. No interpretation shall be considered binding unless provided in writing by the City of Columbia in response to requests in full compliance with this provision

7. **CONFLICT OF INTEREST:** All bidders must disclose with their bid the name of any officer, director, or agent who is also an employee of the City of Columbia or any of its agencies. Further, all bidders must disclose the name of any City employee who owns directly or indirectly, an interest of five percent (5%) or more in the bidder's firm or any of its branches.

8. **AWARDS:** As the best interest of the City may require, the right is reserved to make award(s) by individual item, group of items, all or none, or a combination thereof; on a geographical district basis and/or on a statewide basis with one or more suppliers; to reject any and all bids or waive any minor irregularity or technicality in bids received. When it is determined that there is no competition to the lowest responsible bidder, evaluation of other bids is not required. Bidders are cautioned to make no assumptions unless their bid has been evaluated as being responsive.

9. **SERVICE & WARRANTY:** Unless otherwise specified, the bidder shall define any warranty service and replacements that will be provided during and subsequent to this contract. Bidders must explain on an attached sheet to what extent warranty and service facilities are provided.

10. **SAMPLES:** Samples of items, when called for, must be furnished free of expense, and if not destroyed, may upon request, be returned at the bidder's expense. Each individual sample must be labeled with bidder's name, manufacturer's brand name and number, bid number, and item reference. Samples of successful bidder's item(s) may remain on file with the Department of Procurement & Contracts for the term of the contract. Request for return of samples shall be accompanied by instructions, which include shipping authorization and name of carrier, and must be received within ninety (90) days after bid opening date. If instructions are not received within this time, the commodities shall be disposed of by the City of Columbia.

11. **NON-CONFORMANCE TO CONTRACT CONDITIONS:** Item(s) may be tested for compliance with specifications under the direction of the Department of Procurement & Contracts, or by other appropriate testing laboratories. The data derived from any tests for compliance with specifications are public record and open, to examination. Items delivered not conforming to specifications may be rejected and returned at vendor's expense. These items and items not delivered as per delivery date in bid and/or purchase order may result in bidder being found in default, in which event any and all re-procurement costs may be charged against the defaulting Vendor. Any violation of these stipulations may also result in:

- A. Suppliers name being removed from the Department of Procurement & Contracts' vendor mailing list.
- B. All City divisions being advised not to do business with the supplier without written approval from the Department of Procurement & Contracts until such time as the supplier reimburses the City for all reprocurement and cover costs.

12. **INSPECTION, ACCEPTANCE & TITLE:** Inspection and acceptance will be at destination unless otherwise provided. Title and risk of loss or damage to all items shall be the responsibility of the contract supplier until accepted by the ordering agency unless loss or damage results from negligence by the ordering agency. The contract supplier shall be responsible for filing, processing and collecting all damage claims. However, to assist him in the expeditious handling of damage claims, the ordering agency will:

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

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

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

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

16. **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.

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

18. **LITERATURE & PRICE LIST:** The successful bidder must provide a copy of any product literature and price list in excellent quality.

19. **LICENSES AND PERMITS:** It shall be the responsibility of the successful bidder to secure any applicable licenses or permits necessary to do business in the City of Columbia.

20. 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.

BID No: 005-19-20-LTD Chemicals for Water and Wastewater Treatment Plants

21. 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.

22. If this invitation for bid is for professional services to be rendered by the Vendor/Contractor/ Consultant, the Addendum to the Invitation for Bid for Professional Services shall apply as if fully set forth herein verbatim.

23. Protested solicitations and awards.

(a) Right to protest. Any actual or prospective bidder, offeror, Vendor, or subcontractor who is aggrieved in connection with the solicitation or award of a contract may protest to the appropriate procurement officer. The protest, setting forth the grievance, shall be submitted in writing within five (5) days after such, aggrieved persons know or should have known of the facts giving rise thereto, but in no circumstance after ten (10) days of notification of award of contract.

(b) Authority to resolve protests: The appropriate procurement officer shall have authority, prior to the commencement of an administrative review, as provided in this article, to settle and resolve a protest of an aggrieved bidder, offeror, Vendor or subcontractor, actual or prospective, concerning the solicitation or award of a contract. This authority shall be utilized in a manner consistent with regulations or laws governing the procurement of supplies, services and construction for the city.

(c) Decision. If the protest is not resolved by mutual agreement, the appropriate procurement officer shall promptly issue a decision in writing within ten (10) days. The decision shall state the reasons for the action taken.

(d) Notice of decision. A copy of the decision under subsection (c) of this section shall be mailed or otherwise furnished immediately to the protestant and any other party intervening.

(e) Finality of decision. A decision under subsection (c) of this section shall be final and conclusive, unless fraudulent, or unless any person adversely affected by the decision requests a review in writing, setting forth the grievance, to the city manager within ten (10) days of the decision. The protestant may also request an interview with the city manager.

(f) Request for review. The request for a review shall not stay the contract unless fraudulent.

24. By submitting a bid to the City, the bidder certifies that it will comply with the applicable requirements of Title 8, Chapter 14 of the South Carolina Code of Laws and agrees to provide to the City of Columbia upon request any documentation required to establish either: (a) that Title 8, Chapter 14 is inapplicable both to the bidder and its subcontractor(s), or (b) that the bidder and its subcontractor(s) 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." Bidder agrees to include in any contracts with its subcontractors' language requiring its subcontractor(s) to (a) comply with the applicable requirements of Title 8, Chapter 14, and (b) include in their contracts with their sub-subcontractors' language requiring the sub-subcontractors to comply with the applicable requirements of Title 8, Chapter 14.

An overview is available at www.columbiasc.net/purchasing

SC ILLEGAL IMMIGRATION REFORM ACT

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

An overview is available at www.columbiasc.net/purchasing

LOCAL BUSINESS ENTERPRISE PREFERENCE POLICY

Resolution R-2010-066 adopted and incorporated Local Business Enterprise Preference Policy into the City Procurement Regulations. Whereas, the City of Columbia has a significant interest in encouraging the creation of employment opportunities for residents and businesses located within the Columbia-Orangeburg-Newberry Combined Statistical area ("CSA"). It is in the interest of the City of Columbia to give preference on eligible local projects to local business enterprises having a moderate degree of employment interchange within the CSA. To claim local vendor preference, you must complete the Local Business Enterprise Qualification Statement and upload it with your bid using eBidcolumbiasc. The Combined Statistical Area includes: Calhoun, Fairfield, Kershaw, Lexington, Newberry, Orangeburg, Richland, and Saluda.

An overview is available at www.columbiasc.net/purchasing

SPECIAL NOTE FOR EBRIDGE ONLINE BIDDING ONLY:

The successful bidder is obligated to pay a transaction fee to eBridge pursuant to Section S. of the eBridge Public Buyer Terms & Conditions accepted upon placement of initial bid. The transaction fee is two point five (2.5%) percent of the awarded price. The transaction fee is assessed on the final selling price.

BID No: 005-19-20-LTD Chemicals for Water and Wastewater Treatment Plants

August 2, 2019

The City of Columbia, SC will be conducting an Electronic Sealed Bidding Event for BID#005-19-20-LTD Chemicals for Water and Wastewater Treatment Plants. The City of Columbia has partnered with eBridge to host this bidding event on its Online Bidding Platform according to the SC State Contract Solicitation Number 5400010142.

We request that you review the accompanying documentation for information pertaining to the specifications, the response requirements, milestones and deadlines, as well as, information about eBridge and the Electronic Bidding Process. For more information, please see <https://www.ebridgeglobal.com/faq>.

We thank you for your participation.

Sincerely,

La'Toyia T. Davis

La'Toyia T. Davis, MBA
Buyer
Procurement and Contracts

CONTACT INFORMATION

If you have any questions **regarding the specifications** or the City's process for submitting your bid, please contact:

La'Toyia T. Davis, MBA
Buyer
Columbia, SC
E-mail: LaToyia.Davis@columbiasc.gov
Primary Phone: 803-545-4471

If you have any questions **regarding the Electronic Bid Process**, please contact:

eBridge Business Solutions, LLC
Tara O'Bannon Redmon
Louisville, KY 40222
tara.obannon@ebridgeglobal.com
(877) 245-8880

I. GLOSSARY OF TERMS

Actual Cost: All direct and indirect costs incurred for services, supplies, or construction, as distinguished from estimated or forecasted costs.

Addendum/Addenda: A written change, addition, alteration, correction or revision to a bid, proposal or contract document. Addendum/Addenda may be issued following a pre-bid/pre-proposal conference or as a result of a specification or work scope change to the solicitation.

Amendment: An agreed addition to, deletion from, correction or modification of a document or contract. To revise or change an existing document; a formal revision, improvement or correction.

Apparent Low Bidder: The label used for a bidder that has been determined to have provided the lowest price in a bid or quote, prior to determination of whether the bid is responsive and from a responsible bidder.

Assignment: Legal transfer of a claim, right, interest or property.

Bid: The response submitted by a bidder to an Invitation for Bids (IFB).

- See also Solicitation

Bid Ceiling or Ceiling: The maximum bid amount that can be entered for an item during the reverse auction.

- In order to accelerate the online bidding process, there will be a bid starting price, or bid ceiling, for all chemicals. All bids submitted must be below the bid ceiling. This starting price is not intended to preclude any vendor from participating and the buyer is willing to negotiate the bid ceiling is a reasonable request and justification is received at least forty-eight (48) hours before the reverse auction opening.

Bidder: A person or entity who submits a bid in response to an Invitation for Bids (IFB), Invitation to Tender (ITT), or other formal solicitation type where price is the primary factor in the evaluation process for award determination.

Bill of Lading: A hauler or carrier's contract, which may also act as the receipt of goods transported and delivered to the consignee. Examples of various bills of lading: Clean/Clear; Ocean; Order; Short-Form; Straight; and Through.

Capability: The ability of a bidder to fulfill the contract at time of award.

City: City of Columbia, SC, also known as the "Owner" or "Utility"

Contract: Any individual or business having a contract with a governmental body to furnish goods, services, or construction for an agreed-upon price.

Contractor: Any individual or business having a contract with a governmental body to furnish goods, services, or construction for an agreed-upon price.

Cost: The actual expenses incurred in delivering a product, service, or construction; includes both direct and indirect costs, but does not include fee or profit for the firm.

Decrement: The minimum amount a vendor can lower their new bid amount from their previous bid amount during the reverse auction.

BID No: 005-19-20-LTD Chemicals for Water and Wastewater Treatment Plants

Deliverable: The completion of a milestone or the accomplishment of a task. Deliverables are used to measure successful performance.

Descriptive Literature: Information, such as charts, illustrations, brochures, and technical data, furnished by a bidder, on request as part of a bid, to describe the items offered; shows the characteristics or construction of a product, or explains its operation to determine the acceptability of the item.

Electronic Sealed Bidding Event: For this bid, election sealed bidding even is referring to a Reverse Auction.

Functional Specification: A specification setting forth the results required from the supply or service.

Internal Control: A procedure or policy put in place by management to safeguard assets, promote accountability, increase [efficiency](#), and stop fraudulent behavior.

Invitation for Bid (IFB): All documents used to solicit competitive or multi-step sealed bids. *Also known as Invitation to Bid (ITB).*

Late Bid/Proposal: A bid, proposal, withdrawal, or modification received, at the designated place for receipt, after the established due date and time. Procurement policies should be established in order to provide guidance regarding how late bids/proposals are handled administratively. In most public entities, late bids/proposals are not opened and may be returned to the bidder/proposer advising that the bid was received late (after the due date and time) and cannot be accepted.

Mandatory: Obligatory, required by order, a provision that may not be waived.

Material Safety Data Sheets (MSDS): Documentation concerning a hazardous chemical that identifies the chemical, the common names of the ingredients, the physical and chemical characteristics, the hazards of the chemicals, and the emergency and first aid procedures to be considered when working with the chemical.

Notice of Intent to Award: A written notice publicly posted prior to announcing the award of a contract to notify interested parties of the intended award and signals that procurement file is available for their review and that the time period for protest to be submitted has begin.

Offeror: The person/entity who submits a proposal in response to an Invitation to BID (IFB). One who makes an offer in response to a solicitation. Term *Bidder* is interchangeably throughout this IFB. *Also see definition of a Responsible and Responsive Offeror/Bidder.*

Pre-Bid/ Pre-Proposal Conference (Meeting): A meeting held by the buyer with potential Bidders/Offerors, prior to the opening of the solicitation for the purpose of answering questions, clarifying any ambiguities and responding to general issues in order to establish a common basis for understanding all of the requirements of the solicitation. This may result in the issuance of an addendum to all potential providers. In certain situations, a mandatory conference may be advisable.

Price: The total amount, in money or other consideration, to be paid or charged for a commodity or service; normally includes all costs (direct labor, overhead, materials) and profit or fee.

Proposal: A proposal is a document submitted by a vendor in response to some type of bid solicitation to be used as the basis for negotiations or for entering into a contract.

BID No: 005-19-20-LTD Chemicals for Water and Wastewater Treatment Plants

Responsible Bidder/Offeror: Also referred to as Responsible Proposer or Respondent. A firm, business entity or individual who is fully capable to meet all of the requirements of the solicitation and subsequent contract. Must possess the full capability, including financial and technical, to perform as contractually required. Must be able to fully document the ability to provide good faith performance.

Responsive Bidder/Offeror: Also referred to as Responsive Proposer or Respondent. A firm, business entity or individual who has submitted a bid or proposal that fully conforms in all material respects to the IFB/RFP and all of its requirements, including all form and substance.

Reverse Auction: An online auction in which sellers bid against each other to win a buyer's business. Typically used to purchase commodities from multiple pre-qualified providers. Also referred to as eAuction.

Service/Services Contract: An agreement calling for a firm's time and effort. The furnishing of labor, time, or effort by a firm, which may involve to a lesser degree, the delivery or supply of products.

Short List: Names of candidates that have been narrowed considerably from a longer list of top-ranked Offerors.

Solicitation: An invitation for bids, a request for proposals, telephone calls or any document used to obtain bids or proposals for the purpose of entering into a contract.

Third Party: Someone who is not one of the two main people involved in a legal agreement but who is still affected by it in some way.

Vendor: A person or entity that provides goods and/or services, usually for low-cost, low-risk, and short-term engagements.

- See also Supplier

(Definitions above provided by the National Institute of Governmental Purchasing, Free Dictionary.com, Merriam-Webster.com & Business Dictionary.com)

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BID No: 005-19-20-LTD Chemicals for Water and Wastewater Treatment Plants

DEPARTMENT OF PROCUREMENT AND CONTRACTS
1800 MAIN STREET, 2nd Floor
COLUMBIA, S.C. 29201

INVITATION FOR BID (IFB)

II. GENERAL INFORMATION

Sealed bids for **Chemicals for the Water and Wastewater Treatment Plants** are subject to the conditions, and all provisions, etc., set forth herein and attached, will be received electronically using eBidcolumbiasc until 10:00 A.M.(ET), August 20, 2019, then publicly opened and read.

Pricing will only be accepted during the online auction at 11:00 A.M.(ET), August 29, 2019.

All bid prices must include all costs of transportation to the required destination.

The initial contract term is anticipated to begin October 1, 2019 through June 30, 2020, with the option to extend for one (1) additional year according to the specifications, terms, and conditions provided herein. The total contract term shall not exceed two (2) years. All prices will remain in effect throughout the term of any potentially awarded contract.

The commodities and/or services must be furnished as described and specified, delivered to Columbia Canal Water Treatment Plant, 300 Laurel Street, Columbia, SC 29201; Lake Murray Water Treatment Plant, 102 Rocky Point Drive, Columbia, SC 29212; and Metro Wastewater Treatment Plant, 1200 Simmon Tree Lane, Columbia, SC 29201.

Bid No. **BID005-19-20-LTD**

By: *La'Toyia T. Davis*, Buyer
 La'Toyia T. Davis

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Attachment: BID005-19-20-LTD Water and Wastewater Treatment Chemicals (6410 : Purchase Order Increase - Blended Phosphate)

BID No: 005-19-20-LTD Chemicals for Water and Wastewater Treatment Plants

**COLUMBIA CANAL WATER TREATMENT PLANT CHEMICALS
QUANTITIES FOR BID005-19-20-LTD
FY 2019/2020**

Lots	Chemicals	Estimated Annual Quantities	Bid Ceiling Per Ton	Select
Lot 1	Chlorine	341 tons	\$474.62	
Lot 2	Fluoride/Fluorosilicic Acid/Liquid	190 tons	\$257.50	
Lot 3	Anhydrous Ammonia	60 tons	\$1,358.57	
Lot 4	Aluminum Sulfate	1,461 tons	\$243.08	
Lot 5	Sodium Hydroxide/Caustic	250 tons	\$705.55	
Lot 6	Liquid Lime (Calcium Hydroxide)	530 tons	\$309.00	
Lot 7	Sodium Chlorite	375 tons	\$1075.00	
*Lot 8	Blended Phosphate/Corrosion Inhibitor	73 tons	\$660.00	
*Lot 9	Activated Carbon (Powdered)	200 tons	\$1,240.00	
*Lot 10	Liquid Polymer/250 gal tote	12 tons	\$2,100.00	

Note: The quantities shown above are estimates based on past annual usage. During the contract term, the City reserves the right to increase or decrease quantities as needed per lot and per order. The City does not guarantee that any minimum or maximum quantities will be purchased during the contract term.

The Bidder shall be responsible for obtaining all permits, licenses, and certificates necessary for the performance of the service and/or the furnishing and delivery of chemicals as referenced herein.

***Only** pre-qualified water and/or wastewater treatment chemical vendors approved through QPL001-18-19-LTD Chemicals for Water and Wastewater Treatment Plants are allowed to submit for these lots.

Attachment: BID005-19-20-LTD Water and Wastewater Treatment Chemicals (6410 : Purchase Order Increase - Blended Phosphate)

BID No: 005-19-20-LTD Chemicals for Water and Wastewater Treatment Plants

**LAKE MURRAY WATER TREATMENT PLANT
CHEMICAL QUANTITIES FOR BID005-19-20-LTD
FY 2019/2020**

Lots	Chemicals	Estimated Annual Quantities	Bid Ceiling Per Ton	Select
Lot 1	Chlorine	320 tons	\$474.62	
Lot 2	Fluoride/Fluorosilicic Acid/Liquid	200 tons	\$257.50	
Lot 3	Anhydrous Ammonia	47 tons	\$1,358.57	
Lot 4	Aluminum Sulfate	1,802 tons	\$243.08	
Lot 5	Sodium Hydroxide/Caustic	225 tons	\$705.55	
Lot 6	Liquid Lime (Calcium Hydroxide)	775 tons	\$309.00	
*Lot 8	Blended Phosphate/Corrosion Inhibitor	156 tons	\$660.00	
*Lot 9	Activated Carbon (Powdered)	175 tons	\$1,240.00	
*Lot 10	Liquid Polymer/250 gal tote	13 tons	\$2,100.00	
Lot 11	Sodium Chlorate/Purate (Liquid)	222 tons	\$1,107.25	
Lot 12	Liquid Sulfuric Acid 78%	321 tons	\$1,200.00	

Note: The quantities shown above are estimates based on past annual usage. During the contract term, the City reserves the right to increase or decrease quantities as needed per lot and per order. The City does not guarantee that any minimum or maximum quantities will be purchased during the contract term.

The Bidder shall be responsible for obtaining all permits, licenses, and certificates necessary for the performance of the service and/or the furnishing and delivery of chemicals as referenced herein.

***Only pre-qualified water and/or wastewater treatment chemical vendors approved through QPL001-18-19-LTD Chemicals for Water and Wastewater Treatment Plants are allowed to submit for these lots.**

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Lots2	Chemicals	Estimated Gallons/Pounds	Bid Ceiling Per Gallon/Pound	Select
Lot 13	Sodium Hypochlorite, 12%	555,000 gallons	\$0.6901	
Lot 13	Sodium Hypochlorite, 15%	555,000 gallons	\$0.7725	
Lot 14	Sodium Bisulfite	2,450,000 pounds	\$0.1854	
*Lot 15	Liquid Polymer	650,000 pounds	\$1.0600	

Note: The quantities shown above are estimates based on past annual usage. During the contract term, the City reserves the right to increase or decrease quantities as needed per lot and per order. The City does not guarantee that any minimum or maximum quantities will be purchased during the contract term.

The Bidder shall be responsible for obtaining all permits, licenses, and certificates necessary for the performance of the service and/or the furnishing and delivery of chemicals as referenced herein.

***Only** pre-qualified water and/or wastewater treatment chemical vendors approved through QPL001-18-19-LTD Chemicals for Water and Wastewater Treatment Plants are allowed to submit for these lots.

DO NOT SUBMIT PRICING AT THIS TIME, PRICING WILL BE TAKEN EXCLUSIVELY ONLINE ONLY.

Award will be made by individual Lots and/or total cost to the lowest responsive and responsible bidder.

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Attachment: BID005-19-20-LTD Water and Wastewater Treatment Chemicals (6410 : Purchase Order Increase - Blended Phosphate)

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MILESTONE DATES

Milestone Date	Milestone	What It Is and What You Need To Do
Friday, August 2, 2019	Bid Opportunity	An email invitation to respond to this opportunity. Click on the link provided to download all documents pertaining to this bid.
Tuesday, August 20, 2019 at 10:00AM ET	Solicitation Response	Deadline to submit your response, <u>EXCLUDING PRICING.</u> Submit all information and documentation as requested. The Buyer will review and determine if you are approved to participate in the online event.
Friday, August 23, 2019	Formal Invitation Issued	Formal approval from the Buyer to participate in the pricing portion of the process. Follow instructions given in the Formal Invitation email.
Monday-Tuesday, August 26-27, 2019	Training on eBridge Process	Timeframe in which tutorials with eBridge will be scheduled and completed. Participate in a one-on-one training with an eBridge representative.
Wednesday, August 28, 2019 by 2:00PM ET	Initial Bid Due	Date by which all participants must place initial bid(s). Login to the eBridge platform and place your initial bid(s).
Thursday, August 29, 2019 at 11:00AM ET	Online Event	Date and time the live online event will open. Login to the eBridge platform and participate in the live event.
Wednesday, September 4, 2019	(Tentative) Intent to Award	No Vendor Action Required
Tuesday, September 17, 2019	(Tentative) City Council Approval	No Vendor Action Required

Attachment: BID005-19-20-LTD Water and Wastewater Treatment Chemicals (6410 : Purchase Order Increase - Blended Phosphate)

BID No: 005-19-20-LTD Chemicals for Water and Wastewater Treatment Plants

Note:

1. If you are bidding on WATER TREATMENT PLANTS CHEMICALS you will find the Special Instructions and Specifications on pages 15-19 and Attachment 1, these pages include the quantities for the chemicals including information to complete verifying products offered, acceptance terms and shipping information. Bidders must submit the lot sheet(s), the Material Safety Data Sheets (MSDS) of the chemical(s) they are bidding, the certificate of analysis of each chemical, and pages 1 and Appendices A-G. If these documents are not submitted, your bid may be considered nonresponsive.
2. If you are bidding on WASTEWATER TREATMENT PLANT CHEMICALS you will find the Special Instructions and Specifications on pages 15-19 and Attachment 2, these pages include the quantities for the chemicals including information to complete verifying products offered, acceptance terms and shipping information. Bidders must submit the lot sheet(s), the Material Safety Data Sheets (MSDS) of the chemical(s) they are bidding, the certificate of analysis of each chemical, and pages 1 and Appendices A-G. If these documents are not submitted, your bid may be considered nonresponsive.
3. In addition to submitting bid responses using eBidcolumbiasc located at <https://columbiasc.ionwave.net>. Bidder will also attach to eBidcolumbiasc: page 1, 9, 10, 11, and Appendices A-G, of bid package before bid opening. If these documents are not submitted, your bid may be considered nonresponsive.
4. The commodities and/or services must be furnished as described and specified, delivered to Columbia Canal Water Treatment Plant, 300 Laurel Street, Columbia, SC 29201, Lake Murray Water Treatment Plant, 102 Rocky Pointe Drive, Columbia, SC 29212, and Metro Wastewater Treatment Plant, 1200 Simmon Tree Lane, Columbia, SC 29201. The point of contact for each plant will be provided at a later date.
5. Upon issuing a thirty (30) day written notice or right to cure letter, the City of Columbia reserves the right to cancel for cause any subsequent award made under the terms of this solicitation due to a breach of contract.
6. All literature, specifications, and addendums must be obtained at eBidcolumbiasc.
7. By submitting a bid, it certifies that the Offeror meets the City of Columbia's specifications as outlined in this document.
8. The Contractor must accept all City of Columbia (pages 20-26), and eBridge (Attachment 3) terms and conditions prior to submitting your bids electronically during the electronic bidding event.
9. Questions should be submitted to eBidcolumbiasc by August 14, 2019 at 12:00 P.M. (ET).

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10. Elaboration, Assumptions and Clarification

Do not make assumptions about the meaning or accuracy of information contained herein. Ask for clarification of the assumptions by the last day for questions. If you do not ask questions or seek clarification for any assumptions, the City will assume that you are in full agreement with and fully understand the requirements outlined in the IFB. Any clarification of assumptions and/or exceptions to the terms, conditions, provisions, and requirements, etc., must be submitted in writing to the City and must be received prior to August 14, 2019 at 12:00 P.M. ET, which is the last day/time for all questions, clarifications and requests for the City to further elaborate on any part of the IFB. If questions are not asked prior to the deadline stated above, the City will assume that any Contractor, Consultant and/or vendor that responds to this IFB fully accepts all of the IFB terms, conditions, and requirements stated herein.

11. Discussions

No questions may be directed to or contacts made with the Mayor, other members of City Council, the City Manager, and other City Staff not identified in this IFB as points of contacts during the period of time that this IFB is made public until the final selection is made, except as otherwise provided for herein. Violation of this prohibition may disqualify the bidder from further consideration.

12. All bids (pricing) must be submitted online during the reverse auction.

13. The Local Business Enterprise (LBE) Preference Program shall apply for this procurement. Please see Appendix A and Exhibit A for further information.

NOTICE TO BIDDERS: Bids must be submitted online. Bids made otherwise will be subject to rejection. All taxes on any item that the City may be required to pay must be shown separately, not included in the price bid.

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SPECIAL INSTRUCTIONS**FAILURE TO COMPLY WITH ANY OF THE FOLLOWING WILL RESULT IN REJECTION OF BID.**

1. The initial contract term shall be for the period beginning **October 1, 2019** and terminating **June 30, 2020**. The City of Columbia reserves the option to renew this contract for a period of one (1) year after the initial contract term has expired. Any renewal of this agreement must be in writing and signed by the parties at least thirty (30) days prior to the annual renewal date. The maximum term, including the initial term, shall not extend beyond June 30, 2021.
2. The City of Columbia reserves the right to cancel this contract for cause with a thirty (30) day written notice.
3. All prices shall be firm for the contract period beginning **October 1, 2019** through **June 30, 2020**. Any increases, if renewed, will be capped using the most recent report by the Producer Price Index (PPI) for Chemicals and Allied Products not on a seasonally adjusted basis as reported by the U.S. Bureau of Labor Statistics.
4. **DO NOT SUBMIT PRICING AT THIS TIME, PRICING WILL BE TAKEN EXCLUSIVELY ONLINE ONLY.**
5. Pricing will only be accepted during the online auction on August 29, 2019 at 11:00 A.M. (ET)
6. Online pricing will be all-inclusive. No other costs or charges will be accepted.
7. Invoices shall reflect prices per unit shown on bid documents, i.e. per ton, per pound per gallon.
8. The quantities shown above are estimates based on past annual usage. During the contract term, the City reserves the right to increase or decrease quantities as needed per lot and per order. The City does not guarantee that any minimum or maximum quantities will be purchased during the contract term.
9. All freight charges shall be paid by the Contractor and included in bid price(s).
10. This Contract shall be interpreted in accordance with the law of the State of South Carolina. The Bidder shall be responsible for obtaining all permits, licenses and certificates necessary for the performance of the services and/or the furnishing and delivery of chemicals as referenced herein.

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11. The Bidders shall provide all required notices and comply with all applicable federal, state and municipal laws, ordinances, rules, regulations, codes and orders of all authorities having jurisdiction which are or become in force during the performance of this work and which relate to the work, the preservation of the public health including the safety of its employees.
12. All Bidders' services and goods must also conform to any applicable National Occupational Safety and Health Act (OSHA) standards and the South Carolina Department of Transportation guidelines.
13. Shipments are to be delivered as requested by each plant with locations as follows:
 - a. **Columbia Canal Water Treatment Plant**
300 Laurel Street
Columbia, South Carolina 29201
Operations - (803) 733-8336
Chief Operator- (803) 476-0957
 - b. **Lake Murray Water Treatment Plant**
102 Rocky Point Drive
Columbia, South Carolina 29212
Operations - (803) 781-2181
 - c. **Metro Wastewater Treatment Plant**
1200 Simmon Tree Lane
Columbia, South Carolina 29201
Operations Assistant/Lead Operator – (803) 413-8376
14. The Contractor is required to deliver within three (3) working days from date of order unless otherwise noted in Section D on page 18. *Exceptions will not be accepted.*
15. When a chemical order is placed by the plant for delivery, **no partial shipment** of that order will be accepted unless pre-arranged with the City of Columbia. Final shipment of the order will be within the time period approved by the City of Columbia.
16. All **Water Treatment Plants** chemical deliveries shall be made Monday through Thursday between the hours of 7:00 a.m. to 4:30 p.m. All deliveries must be completed by 4:30 p.m., unless otherwise arranged with the City of Columbia.
17. All **Wastewater Treatment Plant** chemical deliveries shall be made Monday through Thursday between the hours of 7:00 a.m. to 4:00 p.m. All deliveries must be completed by 4:00 p.m., unless otherwise arranged with the City of Columbia.

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18. The Contractor shall notify the respective plant by email or fax of the driver's name, truck number, and seal number prior to the truck leaving the Contractor's terminal. All trailer/tankers must be sealed.

19. Driver identification and vehicle numbers shall be verified by plant security.

Email Address:

Columbia Canal Operations

CanalOperations@columbiasc.gov

Lake Murray Operations

LakeMurrayOperations@columbiasc.gov

Fax Number:

Metro Wastewater Operations

(803) 988-8057

Failure to adhere to the above will result in delays and/or the City of Columbia's rejection of shipment.

20. Palletized items shall be standard of height four inches (4") to allow use of pallet trucks.

21. The Contractor shall provide proper instructions and Material Safety Data Sheets (MSDS) as required by OSHA as to the handling of the chemicals.

22. The Contractor shall coordinate with the City of Columbia to schedule and conduct the annual chemical handling course per calendar year, at the City of Columbia convenience.

23. Technical assistance with the chemical delivery as well as any questions regarding the chemical characteristics, safe handling, and Material Safety Data Sheets (MSDS) at the plants shall be available at no cost to the City during the contract term.

24. All tanker trucks must be equipped with their own air supply for off-loading during delivery.

25. All chemicals must meet or exceeds the chemical requirements set forth in accordance with the specifications of the American Water Works Association (AWWA) standards and the American National Standards Institute/National Sanitation Foundations Standard 60 (ANSI/NSF Standard 60), and the requirements specified in this standard. Upon acceptance of bid, a certificate of approval must be submitted to each Plant with each delivery.

26. If the chemical(s) do not meet the requirements of this standard, the City shall provide a notice of non-conformance to the vendor within one (1) working day of the receipt of the shipment at its point of destination. If the material is found to not meet the requirements of the standards, the responsibility of the removal from the point of destination shall fall wholly on the vendor. An exception to this point may be made if a price adjustment is made between the vendor or the City.

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23. All non-dedicated tankers are required to submit proof of a certified washout inspection before delivery will be accepted. All tanks shall be clean and free of residue that may contaminate the product or impede the unloading process. It is the Contractor's responsibility to verify the cleanliness of the transporting equipment before loading. All appurtenant valves, pumps and discharge hoses used for the delivery shall be provided by the contractor and shall be clean and free from contaminating material. The City of Columbia may reject a load if the equipment is not properly cleaned. The Contractor must replace the load with 24 hours, one (1) day after the rejected load. The City reserves the right to procure on an open market at the expense of the Contractor.

24. The connection device between the tanker and the intake receptacle must be leak-free. The Contractor must report any spills caused during the chemical transfer. The Contractor shall take immediate and appropriate actions to clean up the spill. If the spill is not cleaned up, the City of Columbia will hire a certified hazardous material handling company to clean up the spill,

and the costs of such services will be charged to the Contractor and deducted from the amount due to the Contractor.

25. The driver must supply operations staff with BOL (Bills of Lading) that includes BOL number that will correspond with invoices sent to Accounts Payable, units to be billed as specified in bid, and purchase order number. The driver must also submit a current Material Safety Data Sheet (MSDS) and the certificate of analysis with each chemical delivery.

26. If a load of contaminated product is discharged into City of Columbia's holding tanks, it shall be cleaned at the Contractor's expense.

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Introduction

The City of Columbia is seeking bids from qualified Vendors to supply chemicals for the City of Columbia's Water Treatment Plants and Wastewater Treatment Plant for drinking water and wastewater treating process.

Requirements

A. Condition of Product:

The items specified must be in all respects to the chemical specifications.

B. Defective Product:

If the product found contaminated or not meeting specifications, the City of Columbia may reject the load, and the Vendor must replace the load within 24 hours, one (1) day after the date of notification unless otherwise noted, at no expense to the City of Columbia.

C. Warranty:

The Vendor must warrant that chemicals provided as a result of this solicitation:

1. Conform to the most current NSF 60/61 and/or ANSI/AWWA standards for water and/or wastewater chemicals,
2. Conform in all respects to the chemical specifications contained herein,
3. Are suitable for a public drinking water supply and/or wastewater treatment,
4. Are free from adulterants or impurities of any kind.

If at any time any chemical supplied by the vendor fails to conform to the specifications, the vendor shall, at no additional cost to City of Columbia, promptly replace any item. Copies of the warranties shall be provided with delivery of the materials.

D. Delivery Deadlines:

Upon receiving the purchase order, the current plant's representative must contact the award Vendor to place initial request for the quantities from each lot he/she would like to order, if any at that time. Any orders the plant's representative places must be delivered within three (3) working days. If a delay is anticipated, the Vendor must provide as much advanced notice as possible to City of Columbia. If a delivery is not made on time, City of Columbia shall have the right to procure the product on the open market.

E. Service:

The successful Vendor will be responsible for managing and adhering to all contract terms in their entirety to include ensuring that all approvals and policies are upheld when using their services. Communication is critical to successful contract management and service delivery. When the Vendor receives orders from the plant's representative, he/she must confirm receipt of the order via email or fax within twenty-four (24) hours.

F. Delivery of Unapproved Substitutions:

Vendors are authorized to deliver only those items covered by the contract. If a review of orders placed by the City reveals that an item other than those covered by and specified in the contract have been delivered, the Purchasing Agent will take such steps as are necessary to have the item(s) returned to the Vendor at no cost to the City regardless of the time elapsed between the date of delivery and discovery of the violation. Full credit for payment will be demanded by the City in event of unapproved substitutions. Compliance with this requirement is the joint responsibility between the City and the Vendor. Violation of this clause may result in further sanctions, up to and including termination of the contract.

G. Invoicing:

All invoices shall reflect prices per unit shown on bid documents, i.e. per ton, per pounds, or per gallon. All freight charges shall be paid by the Contractor. No invoice should have more than one lot on it. The invoice must reference the purchase order number, quantity ordered and manufacturers BOL (Bill of Lading) number on all invoices. The invoicing procedure is listed below:

1. The City's Plant Representative or his/her designee must review all invoices prior to payment.
2. The Vendor's invoice must contain sufficient detail about the quantity ordered, quantity delivered, prices per unit, and the Bill of Lading (BOL) number and should be easily traceable to the BOL paperwork received at the delivery schedule. Descriptions used in the bid documents shall match those descriptions contained in the Vendor's invoice.
3. The services completed on the Vendor's delivery schedule must be the basis for full or a percentage of payment for work completed on the Vendor's invoice.
4. The Vendor will not request payment for freight charges and taxes on the chemical(s).
5. The Vendor will not invoice, or request payment for any chemical that may be specified in this Agreement prior to the delivery of said chemical or performance of said chemical(s).
6. The Vendor shall adhere to an agreed-upon delivery schedule for chemical(s). This is to ensure that the City does not pay for the advanced delivery of the chemical that was not approved for delivery and/or have to warehouse or make space for unanticipated chemical deliveries. Exceptions to this requirement must be approved by the City's designated Plant Representative and Purchasing Agent in writing.
7. All invoices shall include a valid Purchase Order number on the bill. If an approved emergency purchases are required for any reason before a purchase order number is available, a copy of the emergency request for purchase should accompany the Vendor's invoice.
8. The Vendor shall name a representative that will be responsible for reviewing all invoicing concerns that the City may have regarding this bid.

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9. The Vendor shall submit BOL (Bill of Lading) for all actual expenses.
10. Travel expenses including airfare and car rental shall be invoiced at cost, without markup and with approved documentation (Note: This section does not apply to travel within the Columbia region for work being performed for the Agreement. It pertains to approved travel to and from Columbia if necessary to fulfill the terms of the Agreement.). Travel expenses apply only if applicable and approved by the City.
11. Lodging shall be invoiced up to the per diem rate according to the General Services Administration (GSA) rates established at www.gsa.gov, based on the date of travel. Lodging expenses apply only if applicable and approved by the City.
12. Field documents and other equipment/supplies shall be invoiced at cost only, with no markup, and the invoice must be submitted with approved documentation (packing slip/vendor invoice).
13. Other required non-labor expenses that may be applicable to the bid and pre-approved by the City's designated Plant's Representative shall be invoiced at cost only, with no markup, and the invoice must be submitted with approved documentation (packing slip/vendor invoice).
14. Each invoice/payment request shall identify the prices per unit percentage and dollar amount that will be paid to the Subconsultant and/or vendor for work performed and materials/products furnished. If required, the Vendor shall submit supporting documentation as required by the designated point of contact to support the amount being invoiced.
15. The Vendor shall provide the names of the Subconsultants and/or vendors and a description of the work performed in the invoice/request for payment. The Vendor shall also provide a breakdown of the supplies and materials being billed by each Subconsultant and/or vendor and the dollar amount to be reimbursed by the City.

Also see Invoicing & Payments under the Terms and Conditions for additional requirements.

H. Mandatory Response Requirements and Submittal Formats

Bids must be submitted electronically through eBidColumbiasc. Submitted bids shall include the following or will be deemed nonresponsive:

1. **Signed Cover Sheet (page 1) of this solicitation**
2. **Lot Sheets (page 9, 10, and 11)**
3. **Signed eBridge Electronic Bid Event Submission Form (1st page of Attachment 3)**
4. **Material Safety Data Sheet(s) for each chemical**
5. **Certificate of Analysis for each chemical**

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6. The following Appendices must be included in submittals:

Appendix A – Qualification Statement (LBE)

Appendix B – Non-collusion Affidavit

Appendix C – Organizational Conflict of Interest Statement

Appendix D – Affirmative Action Utilization Goals Including Labor Surplus Utilization Plan

Appendix E – General Business Information

Appendix F – Business Information Statement

Appendix G – Business Information Record for Subconsultants/Subcontractors

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III. TERMS AND CONDITIONS FOR BID 005-19-20-LTD

TERMS & CONDITIONS

- A. **Time for Receiving Bids** - Bids received prior to the time of opening will be securely kept, unopened. The official whose duty it is to open them will decide when the specified time has arrived, and no bid there-after will be considered. No responsibility will be attached to the owner for the premature opening of a bid not properly addressed and identified. Unless specifically authorized, telegraphic and fax bids will not be considered.
- B. **Withdrawal of Bids** - Bids may be withdrawn on written bids prior to the time fixed for opening. Negligence on the part of the bidder in preparing the bid confers no right for the withdrawal of the bid after it has been opened.
- C. **Bidders Present** - At the time fixed for the opening of bids, their contents will be made public for the information of bidders and the general public. Bidders will not be permitted to examine the bids until award is made.
- D. **Alternate Bids** - Any Bid which does not conform to the specifications contained or referenced in the invitation for Bids may be rejected unless the invitation authorized the submission of Alternate Bids and the equipment or supplies offered as alternates meet the requirements specified in the invitation.
- E. **Ambiguous Bids** - Bids which are uncertain as to terms, compliance to requirements and/or specifications shall be rejected.
- F. **Bid Opening Delay**- If it becomes necessary to postpone a bid opening, the procurement officer shall issue the appropriate amendments to the solicitation postponing or rescheduling the bid opening. When the purchasing agency is closed due to force majeure, bid opening will be postponed to the same time on the next official business day. [Also see W. Force Majeure.]
- G. **Sales Tax and/or Use Tax (April 2019)**- Upon submission of a bid or quote to the City, the Department of Procurement and Contracts will compute 8% sales tax when applicable (service or labor excluded) and include in the PO total, as applicable. The tax rate applied is in accordance with the SC Department of Revenue Sales and Use Tax Manual. Please also see Invoicing Procedures.
- H. **Assignments**- No contract may be assigned, sublet, or transferred without a written consent of the purchaser.
- I. **Manufacturers Brochures and Specifications Data** - Bidders shall submit manufacturers brochures and specifications data as parts of bid response. Submittal of such data shall not be deemed a counter offer unless so noted on bid response sheet. Bidders failing to comply will be deemed non-responsive.

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- J. **Default** - In case of default, the Purchaser reserves the right to purchase any or all items on the open market, charging Vendor with any excessive costs. Should such charges be assessed, no subsequent bids of the defaulting Vendor shall be considered until the assessed charges have been satisfied.
- K. **Venue** - Bidder acknowledges and agrees that venue of any litigation commenced by the City of Columbia which pertains to this Invitation to Bid or performance of any Bidder's obligation, if awarded the contract by the City of Columbia, shall be in Richland County, South Carolina.
- L. **Exceptions** - Notwithstanding any prior negotiations, the specifications and terms and conditions provided herein take precedence. Formal objection is hereby made to any or different terms proposed by bidders unless listed on a separate sheet labeled "Exceptions", and agreed to in writing by the City of Columbia.
- M. **Insurance** - The Bidder shall procure and shall maintain during the life of this contract, whether such operation be by himself or by a subcontractor or anyone directly or indirectly employed by either of them, such insurance as required by statute, ordinance, or this contract, to adequately protect the owner from any claims or damages including bodily injury or death, which may arise from them during operations under this contract.
- 1) All insurance required shall be primary insurance as respects the City, its officials, employees or volunteers. Any insurance or self-insurance maintained by the City, its officials, employees or volunteers shall be in excess of insurance provided by the Vendor and shall not contribute to it.
 - 2) Insurance shall be obtained for not less than the limits liability as specified by these instructions.
 - 3) The Vendor shall include all sub-contractors as insured under its policies, or shall furnish separate certificates and endorsements for subcontractors and shall be the same as provided in these instructions or the contractor.
 - 4) Each insurance policy required by these instructions shall be endorsed to state that coverage shall not be suspended, voided, cancelled, by either party, reduced in coverage or in limits, unless thirty (30) days prior written notice, by certified mail, return receipt requested, has been given to the City.
 - 5) **Worker Compensation Insurance** - The Vendor shall procure and shall maintain during the life of this contract, \$500,000.00, Workers Compensation Insurance for all employees to be engaged in work on the project under this contract, and in case any work is sublet, the Vendor shall require the subcontractor similarly to provide Worker

Compensation Insurance for all of the latter employees to be engaged in such work unless such employees are covered by the protection afforded by the Vendors Worker Compensation Insurance.

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The Vendor shall not permit any person who is not protected by Workers Compensation Insurance or a properly approved Self-Insured Workers Compensation Program to perform any activity related to this contract.

6) Liability Insurance - The Vendor shall procure and maintain for the duration of the contract insurance against claims for any injuries to persons or damages to property, which may arise from or in connection with the performance of the work by the Vendor, his agents, or representatives, employees or Subcontractors. The City shall be specifically covered as an insured in all liability policies amount of such insurance shall be as follows, if applicable:

- a) Owner & Vendor's Protective Liability Policy - Issued in the City of Columbia an owner in an amount not less \$2,000,000.00 per occurrence combined single limit for bodily injury, personal injury, and property damage with an aggregate liability not less than \$2,000,000.00.
- b) Commercial General Liability Insurance: Coverage in an amount not less the \$1,000,000.00 per occurrence, and \$2,000,000.00 aggregate combined single limit for bodily injury, personal injury, and property damage, naming the City of Columbia as an additional insured.
- c) Automobile Liability Insurance: \$500,000.00 combined single limit per accident for bodily injury and property damage.
- d) Excess Liability Insurance: An excess liability policy naming the Vendor or other person who will be performing the activity as insured and also naming the City of Columbia as an additional insured in an amount no less than \$2,000,000.00 for bodily injury, personal injury, property damage and products completed operations. (Coverage shall be at least as broad as provided for in the most current version of the Insurance Services Office Form applicable to such policy).

7) The Vendor shall furnish the City with a certificate showing satisfactory proof of carriage of the insurance required, which shall be approved by the City prior to commencing work on this contract, nor shall the Vendor allow any subcontractors to commence work on this contract until all similar insurance required of the subcontractor has been obtained and approved.

- N. **Bonding, Licenses, Permits, and Taxes** - 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 bonding, 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

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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.

- O. **Familiarity with Conditions and Site** - Bidders or their authorized agents are expected to examine the work site, drawings, specifications and terms and conditions pertaining to the contract. Failure to do so will be at the bidders own risk, and he cannot seek relief on the plea of error in the field.
- P. **Indemnification** - The Vendor will indemnify and hold harmless the Owner and/or its agent and employees from and against all claims, damages, losses, liabilities and expenses, including attorney's fees arising out of resulting from the performance of the work, provided that any such claims, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or the injury to or destruction of tangible property, or taking of property, including the loss of use resulting there from; and is caused in whole or in part by any negligent or willful act or omission of the Vendor and Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. The Vendor 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.
- All responses to Invitation for Bid should be made on forms provided with bid package.
- Q. **Invoicing & Payment** -The Vendor 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.

*Also see Requirements Section on Page 20-21 for additional requirements.

R. **Protest Procedures**

1. Right to protest: Any actual or prospective bidder, offeror, respondent, or subcontractor who is aggrieved in connection with the solicitation or award of a contract may protest to the appropriate procurement officer. The protest setting forth the grievance shall be submitted in writing within five (5) days after such aggrieved persons know or should have known of the facts giving rise thereto, but in no circumstance after 10 days of notification of the award of the contract.

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2. Authority to resolve protests: The appropriate procurement officer shall have the authority, prior to the commencement of an administrative review as provided in
 3. this article, to settle and resolve a protest of an aggrieved bidder, offeror, respondent or subcontractor, actual or prospective, concerning the solicitation or award of a contract. This authority shall be applied in a manner consistent with regulations or laws governing the procurement of supplies, services and construction for the City.
 4. Decision: If the protest is not resolved by mutual agreement, the appropriate procurement officer shall issue a decision in writing within 10 days. The decision shall state the reasons for the action taken.
 5. Notice of decision: A copy of the decision under Number 3 above of this section shall be mailed or otherwise furnished immediately to the protestant and any other party intervening.
 6. Finality of decision: A decision under Number 3 of this section shall be final and conclusive, unless fraudulent, or unless any person adversely affected by the decision requests a review in writing, setting forth the grievance to the City Manager within 10 days of the decision. The protestant may also request an interview with the City Manager.
 7. Request for review. The request for a review shall not stay the contract unless fraudulent.
- S. **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 Vendor prior to the date of termination of the agreement. The Vendor shall not be entitled to any claim against the City for any additional compensation or damages in the event of such termination and payment.

T. **Force Majeure** - Neither the City nor the Vendor 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 Vendor, and without the fault or negligence of either of them.

U. **Non-Discrimination in Contracting Policy** -In carrying out the program, the Vendor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation or national origin. The Vendor 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 Vendor 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 Vendor will incorporate these nondiscrimination requirements in all subcontracts for program work.

V. **Ethics**- The Vendor 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.

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Additional Terms applicable to this solicitation

W. Breach/Waiver

The failure of either the respondent 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 respondent or the City shall not constitute a waiver of a subsequent breach.

X. 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.

Y. 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.

Z. 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.

AA. 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.

Space Intentionally Left Blank

Attachment: BID005-19-20-LTD Water and Wastewater Treatment Chemicals (6410 : Purchase Order Increase - Blended Phosphate)

IV. APPENDICES, EXHIBITS AND ATTACHMENTS

Appendix A: Local Business Enterprise (LBE) Qualification Statement

Appendix B: Non-Collusion Affidavit

Appendix C: Organizational Conflict of Interest Affidavit

Appendix D: Affirmative Action Utilization Goals

Appendix E: General Business Information

Appendix F: Business Information Statement

Appendix G: Business Information Record for Subcontractors

Appendix H: Performance and Payment Bond

Appendix I: City of Columbia Holiday Schedule

Exhibit A: Local Business Enterprise (LBE) Policy (Separate Attachment)

Attachment 1: Water Treating Chemical Specifications (Separate Attachment)

Attachment 2: Wastewater Treating Chemical Specifications (Separate Attachment)

Attachment 3: eBridge Terms and Conditions (Separate Attachment)

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BID No: 005-19-20-LTD Chemicals for Water and Wastewater Treatment Plants

APPENDIX A: LOCAL BUSINESS ENTERPRISE (LBE) QUALIFICATION STATEMENT

City of Columbia Qualification Statement - Local Business Enterprise (LBE)

By checking all boxes below, I certify that My Company meets all of the following qualifications to be eligible for the local vendor preference. I understand qualifications **will** be researched and verified by the Compliance Team. The City reserves the right to audit the company's qualifications for the local vendor preference as the City deems necessary and re-certify the company at least once every four years. A company must be certified PRIOR to bid openings. Please note that franchises do not qualify for LBE Preference, if the corporate office is not located within the Columbia-Orangeburg-Newberry CSA. ***Items below with an asterisk require additional documentation that needs to be submitted along with the qualification statement.**

☐ Is independently owned and operated (Ownership of a local business must be direct, independent, and by individuals and/or other businesses within the Columbia-Orangeburg-Newberry CSA. Company owner must provide document verification of local residency). ***Please provide a copy of the owners driver's license.**

☐ Is in good standing with State of South Carolina (LBE firm must be in good standing with the State of South Carolina regarding its payments of taxes and required business licenses). ***If not registered with the Secretary of State please provide a copy of your Schedule C (Form 1040) to show sole proprietorship.**

☐ Has a business license in one of the 8 counties making up the CSA jurisdiction. ***Please provide a copy of your business license.**

☐ Has at least one year of presence within the CSA Jurisdiction (LBE must have presence within any of the 8 CSA jurisdictions for at least one year prior to applying for LBE Certification issued by the City of Columbia).
8 CSA Jurisdictions include: Calhoun, Fairfield, Kershaw, Lexington, Newberry, Orangeburg, Richland and Saluda.

☐ Has at least 50% of employees residing within any of the 8 CSA jurisdictions. ***Please provide a list of all owner/employee addresses - Names are optional, give street address, city, state & zip. Please include full-time, part-time, and contract employees.**

☐ ***Please provide a copy of your company's w-9.**

Note: Term of certification: Certification is valid for a period of 4 years from issue date. 30 days prior to expiration the LBE firm may submit documentation to re-certify.

Company Name: _____

Address: _____ **Type of Products or Services:** _____

Please self-identify ownership as one: Minority__ Women-owned__ Other__ (tracking purposes only)

Current Business License Number: _____ **County?** _____

Phone Number: _____ **Email:** _____ **COC Vendor #** _____

I certify with my signature below that all of the information given above is true and accurate to the best of my knowledge. I also recognize that by signing that any false information indicated above may lead to penalties or sanctions..

Owner's Name: _____ (Print) _____ (Signature)

NOTARY - Sworn to before me this _____ **day of** _____ **20** _____

Notary Public for the State of _____ **My Commission Expires:** _____

Notary Name: _____ (Print) _____ (Signature)

Please submit this **ORIGINAL** document to:

Office of Business Opportunities

Attn: LBE Administrator / Team

PO Box 147 / 1136 Washington Street, 5th Floor

Tel: (803) 545-3049

Fax: (803) 545-4130

Email: jmnnelly@columbiasc.net or agdriggers@columbiasc.net

☐ **Qualified** ☐ **Not Qualified** _____
(Compliance Authorized Signature) (Date)

Revised Date 8/29/2017

Attachment: BID005-19-20-LTD Water and Wastewater Treatment Chemicals (6410 : Purchase Order Increase - Blended Phosphate)

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APPENDIX B: NON-COLLUSION AFFIDAVIT

NON-COLLUSION AFFIDAVIT

State of _____)

)ss.

County of _____ being first duly sworn deposes and says that:

- (1) He is _____ of _____, the Bidder that has submitted the attached Bid;
- (2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
- (3) Such Bid is genuine and is not a collusive or sham Bid;
- (4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affidavit, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham in connection with the Contract for which the attached Bid has been submitted or to retain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Columbia, S.C. or any person interested in the proposed Contract; and
- (5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affidavit.

(Signed) _____

(Title)

Subscribed and sworn to before me

this _____ day of _____, 20____

(Notary Public)

My commission expires _____

Attachment: BID005-19-20-LTD Water and Wastewater Treatment Chemicals (6410 : Purchase Order Increase - Blended Phosphate)

APPENDIX C: ORGANIZATIONAL CONFLICT OF INTEREST**ORGANIZATIONAL CONFLICT OF INTEREST STATEMENT****BID 005-19-20-LTD****Invitation for Bid****Chemicals for Water and Wastewater Treatment Plants**

The City is respectfully requesting information to ensure that any actual or potential Conflicts of Interest (COIs) are properly recorded, reviewed and addressed in a manner as deemed appropriate by the City. It is our goal to protect the integrity of the procurement process and to ensure that no unfair competitive advantages exists or existed during any stage of the process. The City, in its sole discretion, will take the steps required to neutralize, mitigate or to perform any other action to resolve any potential or actual conflict of interest if discovered during this discovery phase.

Some examples of COIs in an organization may include, but are not limited to the following:

- Unfair Advantage: Assisting or preparing the organization in crafting written specifications, scopes of work or statements of qualifications and subsequently responding to the solicitation.
- Potentially biased or impaired objectivity: Assisting the organization with evaluating or assessing the performance of products or services of other potential bidders and also submitting a response to the solicitation.
- Unequal access to information not shared with other potential bidders or respondents: Gaining access or pre-solicitation access to non-public information prior to official release (i.e. budget/funding information, procurement information, proposed evaluation criteria, prior award info obtained from the organization through non-FOIA means, etc.).

I, _____ (Offeror/Consultant), on behalf of myself and my company, and my subcontractors, if applicable, certify the following, under penalty of perjury, that to the best of my knowledge and belief:

1. No circumstances currently exist that create a Conflict of Interest in my performing the services required by the Solicitation to which I am responding or the Agreement to be signed if I am the successful Offeror in response to this Solicitation, and

BID No: 005-19-20-LTD Chemicals for Water and Wastewater Treatment Plants

2. I understand and acknowledge that my failure to disclose any affiliation or relationship that creates or may create a Conflict of Interest shall be deemed a material misrepresentation and sufficient reason for Offeror and Offeror's company to be disqualified, suspended, and/or excluded from participating in this and any future solicitation and procurements as well as removal from the City of Columbia vendor database. It may further result in termination of any contractual relationship with the City of Columbia and may be grounds for disciplinary action, up to and including debarment by the City, fines, penalties, imprisonment, or civil suit to be brought against Offeror or Offeror's company.
3. That to my knowledge, no employee or official of the City, nor any public agency or official affected by this Solicitation or the Agreement to be signed if I am the successful Offeror, has any pecuniary interest in the business of the Offeror's company or Offeror's subconsultant(s), nor does Offeror or Offeror's subconsultants have any interest that would conflict in any manner or degree with the performance related to this Solicitation or Agreement.
4. I warrant that I and my subconsultant(s), if any, have not employed or retained any company or person other than a bona fide employee working solely for the Offeror's company or subconsultant(s) in order to solicit or secure an agreement with the City of Columbia, as related to this Solicitation or any resulting Agreement, and that I and my subconsultant(s), if any, have not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for the Offeror's company or Offeror's subconsultant(s) any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award of any Agreement.
5. I warrant and represent that my offer identifies and explains below any unfair competitive advantage I or my company or subconsultants may have in competing for the Agreement to result from this Solicitation and any actual or potential conflicts of interest that may arise from my participation in this Solicitation or my receipt of an award. I acknowledge that the City intends by this statement to identify any and all potential conflicts of interest and unfair competitive advantages held by any Offeror, to prevent the existence of conflicting roles that might bias a consultant's judgment, and prevent one Offeror or company from having an unfair competitive advantage over other Offerors. The City, in its sole discretion, has the authority and responsibility to determine whether or not a conflict of interest or unfair competitive advantage exists, after a review of the relevant facts. I acknowledge and understand that if I or my company has an unfair competitive advantage or a conflict of interest; the City may withhold the award of this Agreement. Before withholding award on these grounds, an Offeror will be notified of the concerns and provided a reasonable opportunity to respond. Efforts to avoid or mitigate such concerns, including restrictions on future activities, may be considered.

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6. I have complied with the following:

“No questions (including Compliance Program related questions) may be directed to or contacts made with the Mayor, other members of City or County Council, the City

Manager, other City staff not identified in this solicitation as points of contacts during the period of time that this solicitation is made public until the final selection is made, except

as otherwise provided for herein. Violation of this prohibition may disqualify the Vendor and/or consulting firm from further consideration. Anita Higgins is the Procurement/Contracting Officer for this solicitation.”

List any Actual or Potential Conflicts of Interest below or check the box below to certify that none exists. Failure to fully disclose information may result in penalties and/or sanctions as outlined in #2 above.

Please check only one box below.

☐ ☐ **No known actual or potential Conflicts of Interest are subject to disclosure.**

☐ ☐ **All identified actual or potential Conflicts of Interest and/or Unfair Competitive advantage(s) are stated below and submitted for further review by the City of Columbia, SC.**

BID No: 005-19-20-LTD Chemicals for Water and Wastewater Treatment Plants

7. I warrant that should I become aware of an actual or potential conflict of interest involving my company or subconsultants, if any, in performing the services under the Agreement or responding to this Solicitation, I will notify the City immediately. I also warrant that should I become aware of any competitive advantage that my company or subconsultants have in responding to this Solicitation or providing services under an Agreement related to this Solicitation, I will immediately notify the City of the discovery of a possible competitive advantage. I understand and acknowledge that this obligation to inform the City of the discovery of a conflict of interest or competitive advantage is a continuing obligation and extends throughout the Term of the Agreement for this procurement.
8. By signing this statement, I certify for myself and on behalf of my company and any of my subconsultants that I 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
9. amended (Ethics Act). I acknowledge and understand that the City may rescind any Agreement and recover all amounts expended as a result of any action taken in violation of this provision. If I or my company or subconsultants participate, directly or indirectly, in the evaluation or award of public Agreements, including without limitation, change orders, or task orders regarding a public Agreement, I shall, if required by law to file such a statement, provide the statement required by Section 8-13-1150 to the Purchasing Agent at the same time the law required the statement to be filed.
10. **Has anyone in your company been privy to any information regarding this solicitation prior to August 2, 2019? If so, please explain.**

11. **Prior to the solicitation release date on August 2, 2019, has anyone in your company attended any meetings, either internally or externally, where the above referenced solicitation was discussed either in whole or in part?**

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Company Name: _____

By: _____

Print Name: _____

Title: _____

Date: _____

Subscribed and sworn to before me

this _____ day of _____, 20____

(Notary Public)

My commission expires _____

BID No: 005-19-20-LTD Chemicals for Water and Wastewater Treatment Plants

APPENDIX D: AFFIRMATIVE ACTION UTILIZATION GOALS

AFFIRMATIVE ACTION UTILIZATION GOALS

INCLUDING LABOR SURPLUS UTILIZATION PLAN

INSTRUCTIONS: This form must be submitted with any bid, proposal, or proposed negotiated contract or within a reasonable time thereafter, but prior to contract award. This Utilization Plan must contain a detailed description of the supplies and/or services to be provided by each certified Small, Minority and Women-owned Business Enterprise (SMWBE) under the contract. This form includes federally required Labor Surplus Utilization efforts. Attach additional sheets if necessary.

If you are a SBE, MBE WBE, or other type of disadvantaged business enterprise, please check one of the following boxes:

☐ SBE ☐ MBE ☐ WBE ☐ Other

1. In the spaces below, report the anticipated dollars that you intend to subcontract to each business type if a contract or agreement is awarded to your firm. (If you do not intend to subcontract any work to others, even if you are a S/M/WBE, put zeros in the spaces below).

Total **SBE Participation Percentage** to be subcontracted _____%

Total **MBE Participation Percentage** to be subcontracted _____%

Total **WBE Participation Percentage** to be subcontracted _____%

Total **Other DBE Participation Percentage** to be subcontracted _____%

2. If you are not a SBE, MBE, or WBE and you do not plan to utilize such firms in this agreement, please state your reasons and use an additional page if needed:

LABOR SURPLUS UTILIZATION PLAN

In accordance with federal requirements, the City also encourages the use of firms located in labor Surplus areas. A Labor Surplus area is an area designated by the Secretary of Labor as having concentrated unemployment or underemployment in comparison with other areas. Used as one of the criteria for designating economically disadvantaged vendor/suppliers.

**If your business is located in a labor surplus area,
Please check here:**

☐

Define the LSA here_____

The City anticipates that this effort will be continued to the maximum extent practicable throughout the life of the contract or agreement. Any changes or modification to the contract/ agreement will include, at a minimum the same proposed goals included in the negotiated agreement/contract.

The goals provided by the Successful Offeror shall be incorporated into the final contractual agreement between the parties or as amended through final contract negotiations.

By submitting this document, the respondent certifies he/she is an authorized representative of the company, understands and will comply with all requirements herein in any awarded action.

Print Name

Business Name

Signature

Date

BID No: 005-19-20-LTD Chemicals for Water and Wastewater Treatment Plants

APPENDIX E: GENERAL BUSINESS INFORMATION

GENERAL BUSINESS INFORMATION

General Company information (Primary/Main office location)

Company Name

Physical Address

Mailing Address

City/State Zip Code + 4

()
Phone number

()
Fax number

Primary Contact Name

Secondary Contact Name

Primary Contact Email Address

Secondary Contact Email Address

Federal ID #

Vendor #

Subcontractors Company information (Primary/Main office location)

Company Name

Physical Address

Mailing Address

City/State Zip Code + 4

()
Phone number

()
Fax number

Primary Contact Name

Secondary Contact Name

Primary Contact Email Address

Secondary Contact Email Address

Federal ID #

Vendor #

Attachment: BID005-19-20-LTD Water and Wastewater Treatment Chemicals (6410 : Purchase Order Increase - Blended Phosphate)

BID No: 005-19-20-LTD Chemicals for Water and Wastewater Treatment Plants

Subcontractors Company information (Primary/Main office location)

Company Name

Physical Address

Mailing Address

City/State Zip Code + 4

()
Phone number

()
Fax number

Primary Contact Name

Secondary Contact Name

Primary Contact Email Address

Secondary Contact Email Address

Federal ID #

Vendor #

Subcontractors Company information (Primary/Main office location)

Company Name

Physical Address

Mailing Address

City/State Zip Code + 4

()
Phone number

()
Fax number

Primary Contact Name

Secondary Contact Name

Primary Contact Email Address

Secondary Contact Email Address

Federal ID #

Vendor #

Attachment: BID005-19-20-LTD Water and Wastewater Treatment Chemicals (6410 : Purchase Order Increase - Blended Phosphate)

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APPENDIX F –BUSINESS INFORMATION STATEMENT

Note: Form to be completed by the PRIME Vendor, Contractor or Consultant Only and submitted with your bid, proposal or response.

Offeror/Respondent's Business Name: _____

Headquarters Address: _____

Local Office Address,
 if applicable: _____

Phone No.: _____ Fax No.: _____

Email address: _____

Tax ID No. (Soc. Sec. No., if Sole Proprietor): _____

DUNS Number: _____

Select One: ☐ Corporation ☐ Sole Proprietor ☐ Partnership

*Have you (as a Sole Proprietor), your business or anyone on the proposed team bidding on this project, ever been debarred or suspended? Yes___ or No ___

*Are there any current or pending litigations involving this business/business owner/subcontractors or other members on the proposed team? Yes___ or No___

(On a separate sheet or letter, please provide an explanation for any/all "Yes" responses).

***Note: Failure to fully disclose this information may automatically deem the Bidder/Offeror/Respondent non-responsive. All "Yes" responses are subject to further review by the City and may result in your bid/response being deemed non-responsive or bidder/Offeror deemed non-responsible.**

Business Contact Person to respond authoritatively to any questions about this statement:

Name/Title: _____

Phone Number: _____

List all Subcontractors submitted for consideration/approval if PRIME is awarded the contract. Please include their business name, address and Tax Identification No(s). Use additional necessary.

BID No: 005-19-20-LTD Chemicals for Water and Wastewater Treatment Plants

Form Completed by: _____
Authorized Signature Date

Attachment: BID005-19-20-LTD Water and Wastewater Treatment Chemicals (6410 : Purchase Order Increase - Blended Phosphate)

BID No: 005-19-20-LTD Chemicals for Water and Wastewater Treatment Plants

Appendix G: BUSINESS INFORMATION RECORD FOR SUBCONSULTANTS/SUBCONTRACTORS

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

Project: BID005-19-20-LTD Chemicals for Water and Wastewater Treatment Plants

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

Business Name (as shown in SAM.gov) / Address / DUNS # & CAGE #	City of Columbia Vendor number	Contact Name & Telephone	Services and/or Materials Provided	Cost of Services and/or Material (\$ Value)	Percentage of Total Contract	MBE, WBE, SBE, DBE, LBE (indicate all that apply)	Is you Busine CDBI Approv Yes or
					%		
					%		
					%		
					%		
					%		
					%		

TOTAL: \$ _____

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

Business Name: _____

Representative Name / Title: _____

Date: _____

Attachment: BID005-19-20-LTD Water and Wastewater Treatment Chemicals (6410 : Purchase Order Increase - Blended Phosphate)

BID No: 005-19-20-LTD Chemicals for Water and Wastewater Treatment Plants

APPENDIX H: PERFORMANCE AND PAYMENT BOND

Performance and Payment Bond

(For information only – To be returned by Awardee at time of award)

KNOW ALL MEN BY THESE PRESENTS that we

(1) _____, a (2) _____

hereinafter called Principal, and (3) _____,

State of _____, hereinafter called Surety, are held and firmly bound unto the (4) The City of Columbia, South Carolina, hereinafter called Owner, in the penal

sum of _____.

Dollars in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, personal representatives and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas the Principal entered into a certain contract with the Owner dated the _____ day of _____, 2019, a copy of which is hereto attached and made a part hereof for supplying certain

BID#005-19-20-LTD Chemicals for Water and Wastewater Treatment Plants

Now, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the Owner, with or without notice to the Surety and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the Owner from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the Owner all outlay and expense which the Owner may incur in making good default, and shall promptly make payment to all person, firms, subcontractors and corporations furnishing materials for or performing labor in the prosecution of the work provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal, and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such work, and all insurance premiums on said work, and for all labor performed in such work, whether by subcontractor or otherwise, thence this obligation shall be void; otherwise, to remain in full force and effect.

BID No: 005-19-20-LTD Chemicals for Water and Wastewater Treatment Plants

PROVIDED FURTHER that the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration of addition to terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any way effect its obligation on this bond, and it does hereby waive notice of any change, extension of time, alteration or addition to the terms of contract or to the work or to the specifications.

PROVIDED FURTHER that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF this instrument is executed in **four (4)** counterparts each one of which shall be deemed an original this _____ day of _____, 2019.

ATTEST:

Principal Secretary

(SEAL)

Witness

Witness

ATTEST:

Surety Secretary

(SEAL)

Witness

Witness

Principal

By _____

Address

Surety

By _____

Address

South Carolina Registered Agent

1. Name of Contractor
2. Corporation, Partnership, Individual
3. Name of Surety
4. Name of Owner
5. If partnership, all partners should execute Bond

(Attach Power of Attorney where applicable)

NOTE: DATE OF BOND MUST NOT BE PRIOR TO DATE OF CONTRACT

Attachment: BID005-19-20-LTD Water and Wastewater Treatment Chemicals (6410 : Purchase Order Increase - Blended Phosphate)

BID No: 005-19-20-LTD Chemicals for Water and Wastewater Treatment Plants

APPENDIX I: CITY OF COLUMBIA, SC HOLIDAY SCHEDULE



The following is the Holiday schedule for calendar year 2019

Holiday- 2019	*Official & Designated Day-Date- 2019
New Year's Day	Tuesday—January 1, 2019
Martin Luther King, Jr. Day	Monday—January 21, 2019
Friday before Easter	Friday—April 19, 2019
Memorial Day	Monday—May 27, 2019
Independence Day	Tuesday—July 4, 2019
Labor Day	Monday—September 2, 2019
Thanksgiving Day	Thursday—November 28, 2019
Day after Thanksgiving Day	Friday—November 29, 2019
Day in conjunction with Christmas	Tuesday—December 24, 2019
Christmas Day	Wednesday—December 25, 2019



We Are Columbia

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August 22, 2019

ADDENDUM NO. 1
Chemicals for Water and Wastewater Treatment Plants
BID005-19-20-LTD

TO: ALL POTENTIAL BIDDERS

This addendum provides the corrections and answers to the questions received by the Department referencing BID005-19-20-LTD.

The following noted items are **corrections**, additions, or deletions to BID005-19-20-LTD, as noted:

- **Under the General Information portion**

The initial contract term is anticipated to begin **October 1, 2019 through June 30, 2021**, with the option to extend for one (1) additional year according to the specifications, terms, and conditions provided herein. The total contract term shall not exceed **two (2) years and nine (9) months**. All prices will remain in effect throughout the term of any potentially awarded contract.

- **Under the Special Instructions**

1. The initial contract term shall be for the period beginning October 1, 2019 and terminating **June 30, 2021**. The City of Columbia reserves the option to renew this contract for a period of one (1) year after the initial contract term has expired. Any renewal of this agreement must be in writing and signed by the parties at least thirty (30) days prior to the annual renewal date. The maximum term, including the initial term, shall not extend beyond **June 30, 2022**.

3. All prices shall be firm **through June 30, 2020**. Price adjustments will be considered for **the remaining initial contract term** if request is received in writing no later than April 30, 2020. **If no price adjustment requests are received by this date, it will be understood that you are agreeing to honor the bid price through June 30, 2021.**

Any increases, will be capped using the most recent report by the Producer Price Index (PPI) for Chemicals and Allied Products not on a seasonally adjusted basis as reported by the U.S. Bureau of Labor Statistics.



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MILESTONE DATES

Milestone Date	Milestone	What It Is and What You Need To Do
Friday, August 2, 2019	Bid Opportunity	An email invitation to respond to this opportunity. Click on the link provided to download all documents pertaining to this bid.
Friday, August 30, 2019 at 10:00AM ET	Solicitation Response	Deadline to submit your response, <u>EXCLUDING PRICING.</u> Submit all information and documentation as requested. The Buyer will review and determine if you are approved to participate in the online event.
Friday, September 6, 2019	Formal Invitation Issued	Formal approval from the Buyer to participate in the pricing portion of the process. Follow instructions given in the Formal Invitation email.
Monday-Tuesday, September 9-10, 2019	Training on eBridge Process	Timeframe in which tutorials with eBridge will be scheduled and completed. Participate in a one-on-one training with an eBridge representative.
Tuesday, September 10, 2019 by 2:00PM ET	Initial Bid Due	Date by which all participants must place initial bid(s). Login to the eBridge platform and place your initial bid(s).
Wednesday, September 11, 2019 at 11:00AM ET	Online Event	Date and time the live online event will open. Login to the eBridge platform and participate in the live event.
Monday, September 16, 2019	(Tentative) Intent to Award	No Vendor Action Required
Tuesday, October 1, 2019	(Tentative) City Council Approval	No Vendor Action Required

Attachment: BID005-19-20-LTD Addendum No. 1 (6410 : Purchase Order Increase - Blended Phosphate)



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Answers to Questions asked through eBidcolumbiaSC

Question 1: Who are the current suppliers?

Answer 1: For this information, please submit a FOIA request.

Question 2: What are you currently pay for each product?

Answer 2: For this information, please submit a FOIA request.

Question 3: What are the typical order quantities for each product?

Answer 3: The typical order delivery for each product for Columbia Canal Water Plant are listed below:

- Aluminum Sulfate: 45,000- >50,000 lbs. per delivery
- Anhydrous Ammonia: 6,000 lbs. per delivery
- (Blended) Phosphate: 45,000- >50,000 lbs. per delivery
- Chlorine Gas: 12 Ton cylinders per delivery
- Fluorosilicic Acid: 45,000- >50,000 lbs. delivery
- Liquid Lime (Calcium Hydroxide): 45,000- >50,000 lbs. lbs. per delivery
- Polymer: 250 gal. tote per delivery
- Powdered Activated Carbon: 45,000- >50,000 lbs. per delivery
- Sodium Hydroxide/Caustic: 45,000 lbs. per order
- Sodium Chlorite: 45,000 – 50,000 lbs. per delivery

For the Lake Murray Water Plant, the typical order deliveries are listed below:

- Aluminum Sulfate: 48,000 lbs. per delivery
- Anhydrous Ammonia: 6,000 lbs. per delivery
- Powder Activated Carbon: 40,000 lbs. per delivery
- Sodium Hydroxide/Caustic: 45,000 lbs. per delivery
- Chlorine Gas: 12 tons per delivery
- Fluorosilicic Acid: 45,000 lbs. per order
- Liquid Lime (Calcium Hydroxide): 45,000 lbs. per delivery
- Blended Phosphate: 45,000 lbs. per delivery
- Liquid Polymer/250 gal tote: 1 Tote approximately 2,400 lbs. per delivery



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- Sodium Chlorate/Purate (Liquid): 45,000 lbs. per delivery
- Liquid Sulfuric Acid 78%: 47,000 lbs. per delivery

For Metro Wastewater Treatment Plant, the typical order delivery per chemical are listed below:

- Polymer – 45,000 pounds per delivery
- Sodium Bisulfite – 45,000 pounds per delivery
- Sodium Hypochlorite – 45,000 pounds per delivery

Question 4: Please confirm that per the inclusion of Appendix H, a performance bond will now be required from the awarded vendors. If so, will the Estimated Annual Quantities be divided by 12 and multiplied by 8 to arrive at a volume for calculating an 8 Month initial contract and bond amount?

Answer 4: No, please see the changes to the initial contract period highlighted on page 1.

Question 5: May I get a copy of the most recent bid tabulation, particularly for Aluminum Sulfate?

Answer 5: For this information, please submit a FOIA request.

Question 6: Will the City please clarify which specific products are pre-qualified for Lot No. 15, Liquid Polymer, at Metro WWTP?

Answer 6: The specific products qualified for Lot 15 are Clarifloc SE-1308 and K148L.

Question 7: What percentage of the sodium hydroxide (caustic) that you are wanting bid on? Is it 25% or 50%? Also, what will be the order sizes? Bulk tanker loads, totes, drums? Thank you.

Answer 7: The percentage of liquid Sodium Hydroxide is 50% Caustic. The approximate order size is 3,000 or 3,500 gallons. According to the attachment, Water Treating Chemical Specification under Lot 5, the chemical should be delivered by bulk tanker load.

Question 8: On the Lot Sheets, are bidders to check the items they are bidding on and indicate "No Bid" on the items they are not bidding on?

Answer 8: Yes, the bidders are to check the items they are bidding on, and indicate "No Bid" on the items they are not bidding on.

Attachment: BID005-19-20-LTD Addendum No. 1 (6410 : Purchase Order Increase - Blended Phosphate)



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Question 9: Do you have more specific product specifications for carbon?

Answer 9: The specifications for carbon shall meet AWWA Standard B600-05.

Question 10: What is the minimum iodine number?

Answer 10: There is no specified Iodine number required in Powdered Activated Carbon.

Question 11: What size sample needs to be submitted for testing for pre-approval?

Answer 11: During the testing period, the vendor must contact EPS Labs for quantity required.

Question 12: How much product can we deliver at one time to each location?

Answer 12: Please see the answer to Question 3.

Question 13: Does a full truckload go to each location or are we expected to partial truck loads to one place and the rest to the other location?

Answer 13: All orders are separate, and a full truckload goes to each plant.

Question 14: How can we submit bid pricing for (2) products for Lot Number 9 for Powdered Activated Carbon (PAC) (As noted on pages 9 & 10. We had two different products pre-tested and would like to submit pricing for both products.)

Answer 14: Vendors wishing to bid more than one approved manufacturer will need to submit a request for each approved manufacturer they would like approval to bid. The City of Columbia will then decide which manufacturer(s) the vendor is approved to bid. If approved to bid more than one manufacturer, the bid layout will be set allowing you to do so.

Question 15: What is the typical delivery quantity of PAC for each location?

Answer 15: Please see the answer to Question 3.

Question 16: Can we get a copy of the previous bid tabulations and award information?

Answer 16: For this information, please submit a FOIA request.

Attachment: BID005-19-20-LTD Addendum No. 1 (6410 : Purchase Order Increase - Blended Phosphate)



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Question 17: What is the product, price and manufacturer of your current PAC product?

Answer 17: For this information, please submit a FOIA request.

Question 18: How are the performance factors created by EPS labs going to be factored into your award decision?

Answer 18: Every pre-qualified Activated Carbon product has been tested by EPS Labs, and the dose required to achieve 50% Geosmin removal has been determined. By dividing the dose of a particular carbon required to remove 50% Geosmin by the lowest dose achieved by the highest performing carbon, the performance factor is decided. An effective cost is then calculated by multiplying the bid price by the performance factor of that product. For example, if the bid price were \$100 and the performance factor 1.50, then the effective cost would be \$150. These effective cost prices will be used in determining the lowest bidder.

Question 19: Will the performance factors created by EPS labs be taken into account during the Reverse Auction process, and if so, how?

Answer 19: The performance factor from EPS will be calculated in the bid price during the reverse auction to determine the lowest bid. Further instruction will be provided during the training session with eBridge.

Question 20: Cabot Norit is on the Qualified Product list but not on the EPS report. Can we get a copy of their product and performance results?

Answer 20: Please see the revised QPL list below.

Question 21: What goes into the "Select" column on pages 9 & 10?

Answer 21: Please see answer to Question 8.

Question 22: Attributes – Do we need to upload the hard copy and/or just acknowledge online? What goes in the "Response" box?

Answer 22: You can acknowledge the attributes online. In the response box, you can indicate that you have read all addendums.

Attachment: BID005-19-20-LTD Addendum No. 1 (6410 : Purchase Order Increase - Blended Phosphate)



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Question 23: We are still reviewing the specifications and not sure if we will take exceptions, however, it says that any exceptions need to be submitted on a separate sheet and agreed to in writing (page 24. # L) and received by 8/14/19 (page 14 #10) Can you clarify the correct process for exceptions?

Answer 23: All exceptions must be submitted in writing within the Question and Answer period. The City will respond in writing to the exceptions before the bid opening.

Question 24: If we are not going for a LBE, how do we fill out Appendix A – we don't see a box to check that we are NOT asking for that Qualification.

Answer 24: If you do not qualify as a LBE, you are not required to submit the form.

Question 25: Does the City of Columbia consider third-party carriers "Subcontractors"? Appendix D, E F & G all ask for Subcontractor information, and not sure this applies to the delivery by third party carriers of PAC.

Answer 25: The City of Columbia does not consider third-party carriers as "Subcontractors".

Question 26: How will the performance of the activated carbon be calculated as it relates to the price to determine the possible award?

Answer 26: Please see the answer to Question 18.

Question 27: This year a performance bond is requested upon award. What percentage is required of the contract amount?

Answer 27: The percentage of the performance bond required is 100%.

Question 28: Page 9 & 10 of the bid spec shows quantities for each of the locations. How will the auction be run by each plant or by chemical?

Answer 28: The reverse auction will be conducted by chemical name.

Attachment: BID005-19-20-LTD Addendum No. 1 (6410 : Purchase Order Increase - Blended Phosphate)



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Question 29: The bid request for a vendor #, where can we obtain this?

Answer 29: In this case, third-party carriers are not being considered as “Subcontractors” so the completion of Appendix G is not required.

Question 30: Please confirm the ceiling price for the bisulfite is either wet or dry lb.

Answer 30: The bid ceiling price for Sodium Bisulfite is \$0.20 wet lb.

Question 31: Is \$1,240/Ton the actual ceiling for activated carbon? In most cases, the better performing carbons are more expensive per ton but have a much lower feed rate thus reducing the overall cost for carbon to the city. Please confirm the ceiling number.

Answer 31: This is the actual ceiling or max bid allowed at this time. However, any reasonable request and justification to adjust this ceiling will be reviewed by the Buyer who will then determine if the ceiling will be adjusted or not. If bid ceiling adjustments are made, all approved vendors will be notified prior to entering their initial bids.

Question 32: How many products from the approved manufacturer list have the ability to bid? How can bid pricing be separated if more than one product is approved from a single manufacturer?

Answer 32: The manufacturer can submit all the chemicals that meet the specifications in their response, and the City of Columbia should pick the approved chemical for the reverse auction.

Question 33: PG 9 & 10 shows ceiling price for Aluminum Sulfate to be \$243.08. We are the current supplier and the bid ceiling price is below the current price. The ceiling starting price doesn't allow for a potential price increase to cover the significant cost increase and changes in the Alum market for 2019, but in fact penalizes the current supplier by automatically setting a price decrease before the bid evens begins. We request the starting ceiling price to be \$290.

Answer 33: Please see answer to Question 31.

Attachment: BID005-19-20-LTD Addendum No. 1 (6410 : Purchase Order Increase - Blended Phosphate)



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Question 34: The lot pages (9-11) indicate per ceiling bid pricing. For example, Lot 12 (78% Sulfuric Acid) is listed as \$1,200.00/ton. Would this be correct, and what will be reflected as the maximum price on the online bid event?

Answer 34: Please see answer to Question 31.

Question 35: Can the Bid Ceiling be raised specifically for Lot 10 and Lot 15? We are requesting that the ceiling for Lot 10 be raised to \$2,240.00 per ton and the ceiling for Lot 15 be raised to \$1.120/Lb. The current ceilings are at or very near the current pricing for these items, and the City of Columbia has added a requirement for a Payment and Performance bond, which is an additional expense to the awarded vendor.

Answer 35: Please see answer to Question 31.

Attachment: BID005-19-20-LTD Addendum No. 1 (6410 : Purchase Order Increase - Blended Phosphate)



DEPARTMENT OF PROCUREMENT AND CONTRACTS

BID005-19-20-LTD/ QPL001-18-19-LTD Chemicals for Water & Wastewater Treatment Plants for
Lots 8, 9, 10, and 15
August 22, 2019

Revised Qualified Product List

CarbPure Technologies- CarbPure® 600 and CarbPure® 800

Carus Corporation- Carus™ 8500

Donau Carbon US LLC- WaterCarb 800 and WaterCarb 1000

Jacobi Carbons, Inc.- AquaSorb CB1-MW PAC-F

Polydyne- Clarifloc™ C-6220 and Clarifloc™ SE-1308

Sterling Water Technologies- CP 722 OrthoPolyphosphate

Solenis- K148L



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August 26, 2019

ADDENDUM NO. 2
Chemicals for Water and Wastewater Treatment Plants
BID005-19-20-LTD

TO: ALL POTENTIAL BIDDERS

This addendum serves as a clarification to BID005-19-20-LTD.

Due to an administrative oversight, the City of Columbia will extend this bid for two (2) weeks from the date of this addendum to provide the time for additional testing of Powdered Activated Carbon. All testing must be completed by September 10, 2019. For all bidders who previously tested according to QPL001-18-19-LTD, you will be contacted individually by La'Toyia T. Davis, the Procurement Facilitator, to retest your chemical at the expense of the City. All new bidders will be solely responsible for all costs, including chemicals, set-up and analysis.

The specifications and special instructions for Powdered Activated Carbon is listed below:

Activated Carbon (Powdered)

The product shall meet **American Water Works Association (AWWA) standard B600-05.**

A performance analysis of each carbon must be performed to assess the carbon's ability to remove 2-methylisoborneol (MIB) and Geosmin. All vendors including previous, current, and new vendors will be responsible for contacting Engineering Performance Solutions (EPS) lab to generate dose removal curves for MIB and Geosmin in City of Columbia raw water with carbon doses of 0 ppm, 10 ppm, 15 ppm, 20 ppm, and 30 ppm. The vendor is responsible for all costs unless exceptions are noted. The City of Columbia will ship raw water to EPS at the cost of the vendor. EPS may be contacted at (904)645-7775 or www.epslabs.com. The vendor must submit the performance analysis along with the bid. The submittal of test results by no means indicates that the City of Columbia is obligated to approve or use your product.

Chemicals shall be shipped in bulk quantities to the Columbia Canal Water Treatment Plant, 300 Laurel Street, Columbia, SC 29201 and Lake Murray Water Treatment Plant, 102 Rocky Point Drive, Columbia, SC 29212.

Attachment: BID005-19-20-LTD Addendum No. 2 (6410 : Purchase Order Increase - Blended Phosphate)



We Are Columbia

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Chemicals shall be delivered by a commercial motor freight or by a private company truck and delivered to the loading platform at the Plants.

The following noted items are **corrections**, additions, or deletions to BID005-19-20-LTD, as noted:

- **Under the General Information portion**

The initial contract term is anticipated to begin **October 15, 2019 through June 30, 2021**, with the option to extend for one (1) additional year according to the specifications, terms, and conditions provided herein. The total contract term shall not exceed **two (2) years, eight (8) months, and fifteen (15) days**. All prices will remain in effect throughout the term of any potentially awarded contract.

- **Under the Special Instructions**

1. The initial contract term shall be for the period beginning **October 15, 2019 and terminating June 30, 2021**. The City of Columbia reserves the option to renew this contract for a period of one (1) year after the initial contract term has expired. Any renewal of this agreement must be in writing and signed by the parties at least thirty (30) days prior to the annual renewal date. The maximum term, including the initial term, shall not extend beyond **June 30, 2022**.

3. All prices shall be firm **through June 30, 2020**. Price adjustments will be considered for the remaining initial contract term if request is received in writing no later than April 30, 2020. If no price adjustment requests are received by this date, it will be understood that you are agreeing to honor the bid price through June 30, 2021.

Any increases, will be capped using the most recent report by the Producer Price Index (PPI) for Chemicals and Allied Products not on a seasonally adjusted basis as reported by the U.S. Bureau of Labor Statistics.

Note: In a future addendum, the revised milestone dates will be released.

Attachment: BID005-19-20-LTD Addendum No. 2 (6410 : Purchase Order Increase - Blended Phosphate)

Contract Amendment #2

Water and Wastewater Rate Study (Clean Water 2020 Project)

Sole Source Agreement

Black and Veatch Management Consulting, Limited Liability Company

December 16, 2020

Description of Change: Request change in the Sole Source Agreement for Engineering Services between the City of Columbia (City) and Black and Veatch Management Consulting, Limited Liability Company (Engineer) dated February 10, 2020 (Agreement to compensate the Engineer for utility rate consulting and business advisory services per the proposal attached hereto).

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 Award (Term January 2020 – December 2020; P182922)	\$118,125.00
Contract Amendment #1 (Time Extension from January 1, 2021 to June 31, 2021; P182922)	\$0.00
Current Contract Total:	\$118,125.00
This Change Contract Amendment #2 (Cost Increase/Addition; R208655):	\$111,420.00
Revised Contract Amount:	\$229,545.00

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

Black and Veatch Management Consulting,
Limited Liability Company

City of Columbia

Office of the City Manager

Print Name

Teresa Wilson, City Manager

Signature

Signature

Date

Date

Witness

APPROVED AS TO FORM

Legal Department City of Columbia, SC

12/22/2020



04 DECEMBER 2020

Water and Wastewater Rate Study

CITY OF COLUMBIA, SC


BLACK & VEATCH
Black & Veatch Management Consulting, LLC

1411 Gervais Street, Suite 402, Columbia, SC 29201

P +1 949-302-6017 E BuiA@bv.com

December 04, 2020

Mr. Joey Jaco
Utility Director
Columbia Water
PO Box 147
Columbia, SC 29217

Subject: Water and Wastewater Rate Study Proposal

Dear Mr. Jaco:

Black & Veatch Management Consulting, LLC, (Black & Veatch) presents this proposal for your consideration. We are grateful for the opportunity to continue to serve and support the City of Columbia, South Carolina (City) in developing a sustainable financial plan to support the long-term goals and objectives of Columbia Water. We offer you:

- A Project Manager with Unparalleled Experience and a Leadership Style That Will “Get the Job Done.”**
 About 20 years of working with water and wastewater utilities, Robert Chambers brings a problem-solving and project-execution perspective based on technical expertise, teamwork, and close collaboration. In addition, Robert maintains the depth of experience and history with the City in facilitating rate development and approval proceedings which is critical to maintain stakeholder support and engagement.
- In-House Expertise Supported by a Team of Specialists That “Have Done This Before.”** We have maintained the Black & Veatch team that has successfully served the City. Not only does our team include nationally recognized names in the rate-making industry, but we bring **unmatched knowledge of the City’s financial planning and technical requirements.**

We are sincerely honored and understand the privilege of continuing to serve the City in providing value-added consulting services. We believe that our past experiences with the City, our understanding of City’s needs, and our highly qualified personnel provide the best service value to the City. Please contact our Project Manager, Mr. Robert Chambers at 407-419-3574 (chambersr@bv.com) or myself at 949-302-6017 (BuiA@bv.com) if you have any questions or require additional information.

Very truly yours,
BLACK & VEATCH MANAGEMENT CONSULTING, LLC

Ann Bui
Senior Managing Director

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Our Company

Black & Veatch's mission is to Build a World of Difference® by providing innovative infrastructure and utility management solutions to solve complex challenges and deliver reliable services to utilities. We deliver on our mission every day and share this commitment with you and the stakeholders within the City's service jurisdiction.

WHO WE ARE

Black & Veatch Holding Company is an employee-owned global engineering, construction and consulting company specializing in infrastructure development and utility financial and management consulting in the fields of energy, water, and telecommunications. Our revenues in 2019 were US\$3.7 billion. Our current workforce is approximately 11,000 employees serving at 110 offices around the world.

Since 1915, we have helped clients improve the lives of people in communities worldwide through consulting, engineering, construction, operations, and program management services.

We offer leading experience in the market segments we serve, understanding our clients' businesses and objectives, and having the financial resources sufficient to execute and sustain projects from the most basic to the very complex including turnkey delivery from planning through construction using our extensive resources.

Our continuous Top 10 ranking as a design company underscores our experience and expertise in Water Supply, Water Transmission, Sanitary and Storm Sewers, Wastewater Treatment Plants, and Water Treatment and Desalination Plants, among other areas.



Management Consulting Services, LLC

Black & Veatch Management Consulting, LLC (Black & Veatch) is a wholly owned subsidiary of Black & Veatch Holding Company and provides integrated strategy, financial, process, and technology solutions for our clients. Our seasoned executives, nationally recognized subject matter experts, and senior-level analysts combine advanced analytics and practical business sense with extensive technology and engineering capabilities to deliver solutions that work best for your organization and your customers. We have provided services to many of our clients for years and, in some instances, even decades. Figure 1 summarizes the benefits that we feel that we can bring to the City.

BENEFITS OF THE BLACK & VEATCH TEAM



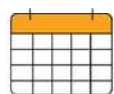
UNMATCHED EXPERIENCE

Financial and management services for:

TOP 25+
Of the largest metropolitan services areas

200+
Utilities nationwide

Our experience helps us solve challenges and we will share how others have addressed issues and overcome barriers.



DECADES EXPERIENCE

Assisting clients with debt financing



IN-DEPTH EXPERTISE AND RELIABILITY

200+

Management Consultants
Specializing from Financial to operational to technology services



Our deep bench of professionals means we will always be able to staff your requests with qualified professionals.

TRUST

Serving clients for years because of our trustworthiness



EXTENSIVE KNOWLEDGE AND LONGEVITY

100+ YEARS

We've learned what matters most to clients



TOP 10



Continuous ranking by the Engineering News Record shows we understand and know water

World's drinking water provided by Black & Veatch
20%+

With our understanding of your organization and a long history of utility financial engagements, we can give the best solutions in the industry.



THOUGHT LEADERSHIP

As we help shape the water industry, we have professionals involved in all areas



Past Chair of AWWA's Finance, Accounting and Management Controls Committee



A member of EPA's Environmental Financial Advisory Board



Editor of Journal AWWA's Money Matters



Editors and co-authors of industry standards including: AWWA's M1, M29, and M54 manuals; Financing, Accounting, and Management Controls for Water Utility book; WEF's MoP 27 and User-Fee Funded Stormwater Programs

We can offer you the most innovative approaches in the industry.



STERLING REPUTATION ON WALL STREET



VALUE

Financial institutions and rating agencies value our independent evaluations due to our extensive involvement

LAST 6 YEARS

We have been involved with every major water Merger & Acquisition



These relationships mean that Black & Veatch can give you meaningful insights to help maximize financing opportunities.

Figure 1 Benefits of the Black & Veatch Team

WHAT WE DO

Black & Veatch's diverse consulting service offerings span financial, process, and technology solutions and many of our experienced professionals possess cross-functional skills including asset management, cost of service/rate design, business process/workflow analysis, and implementation services.

Black & Veatch is the **oldest rate-consulting practice** providing services to the utility industry in the nation. As the needs of our clients and their communities have evolved, so have our services. We blend our utility financial and engineering skills with our understanding of technology and stakeholder communications to offer solutions that address resiliency, affordability, and stakeholder buy-in aspects. We are grateful and proud to be able to include the Columbia Water among our clients for whom we have been delivering continuous rate consulting and business advisory services for almost a decade.

Water and Wastewater Utility Cost of Service and Rate Design

Black & Veatch consultants are key participants in the agencies that set the guidelines for the industry. As seen in the graphic to the right, our professionals have a long tradition of actively working to set the standard in the rate-setting industry. Key members of our proposed team are continuing Black & Veatch's thought leadership legacy.

We practice what we preach – Our ability to help change the way the rate-setting industry is moving forward into the 21st century comes from our experience working with clients around the world. Black & Veatch has conducted more than 5,000 financial evaluations, including cost of service studies over the past decade. During this time, we have been involved with programs touching over **30 million customers, 4.6 billion gallons per day (BGD) of treated potable water, and 5.6 BGD of treated wastewater – a clear testimony to the trust that clients place in our ability.** We serve clients of all sizes and throughout the nation, ranging from small communities struggling with funding large capital needs to large, complex systems facing long-term consent decrees.



Black & Veatch's Continuing Thought Leadership

- Authorship and Editorial Review involvement with every edition of AWWA M-1 Manual
- Authorship and Editorial Review involvement with every edition of AWWA M-29 Manual
- Authorship and Editorial Review involvement with every edition of AWWA M-54 Manual
- Authorship and Editorial Review involvement with every edition of WEF's Financing for Charges for Wastewater Systems, Manual of Practice 27
- Authorship and Editorial Review of WEF's User-Fee Funded Stormwater Program
- Editor of AWWA's Finance Management for Water Utilities
- Past Chair of AWWA Finance, Accounting, and Management Controls committee
- On AWWA Rates & Charges Subcommittees for:
 - Cost Allocations
 - Rate Design
- Coordinating Editor for Journal AWWA's Money Matters

Our Team

Every successful project starts with a team of people who work together to accomplish common goals. Black & Veatch understands the City's goals and objectives and maintains the experience to support the City in solving its water and sewer rate and financial planning challenges. Additionally, we have assembled a team of individuals who are excited to apply their expertise and knowledge to deliver a successful rate study.



Figure 2 Project Team Organization Chart

TEAM ORGANIZATION AND ROLES

The project team is composed of experienced professionals with significant experience in cost-of-service studies, finance, information technology, public outreach, and project management. Our **Project Manager, Robert Chambers** will lead the project team, coordinate all the tasks, and will be responsible for effective client coordination.

Ms. Bui, who will serve as the **Project Director** for this engagement, will provide support and directly coordinate with the Project Manager and the City team to make sure the project team is meeting the solicited and unsolicited project needs. The project team chart presented in Figure 2 illustrates the overall organization of the project team. Following the chart is a summary of each team member's role on the project.

Management Team

Ann Bui

Quality Control Director

Total Years of

Experience: 31

Education: MBA,

Finance; BS, Chem. Eng.

Ann is a Managing Director overseeing

water and wastewater rate studies throughout the nation. She will be the Quality Control Director for the City. In this role, she is fully committed to the delivering high quality, and value-added project deliverables.

Representative Projects: City of San Diego; Philadelphia Water Department; San Antonio Water System; Greater Cincinnati Water Works



Robert Chambers

Project Manager

Total Years of

Experience: 21

Education: MBA,

Finance, BS, Finance

Robert is a Principal

Consultant with Black & Veatch and will be the project manager for this engagement. He brings multiple years of experience in water and wastewater utility financial matters. His areas of expertise include cost-of-service and rate analysis, financial planning, customer affordability, and strategic planning.

Representative Projects: ALCOSAN; San Antonio Water System; Miami-Dade Water and Wastewater Department; City of Columbia, SC; Athens-Clarke County, GA



Prabha Kumar

Technical Advisor

Total Years of

Experience: 21

Education: MBA,

Finance

Prabha is a Managing Director with Black & Veatch. She brings a broad base of experience related to solving and facilitating complex issues of major national water, wastewater, and stormwater utilities in the United States.

Representative Projects: ALCOSAN; Philadelphia Water Department; City of Columbia, SC; Wilmington, DE



Giovanna Rivera Montoya

Financial Analysis

Total Years of

Experience: 10

Education: MA, Applied

Economics, BS, International Economics and Political Science

Giovanna will lead the financial modeling and analysis for this project. She brings experience in utility rate study, financial planning, and cost of service for utilities. She has participated in a wide range of utility management services including fund review studies, infrastructure asset management, and feasibility assessments.

Representative Projects: ALCOSAN; Miami-Dade County



Leen Chacrone
Financial Analysis

Total Years of

Experience: 3

Education: BS

Mechanical

Engineering

Manufacturing



Leena is a consultant in Black & Veatch's management consulting business. Ms. Chacrone holds a Bachelor of Science degree in Mechanical Engineering and Manufacturing from the University of Connecticut. She has assisted in the development of financial models for utility financial planning purposes, cost-of-service and rate analyses, financial and operational feasibility analyses, and due diligence engagements.

Representative Projects: Philadelphia Water Department; Wilmington, DE; Town of Clayton, NC; Shuaibah Water and Electricity Company.

The best testament to the quality of our work is that more than 80 percent of our work comes from repeat clients and engagements. We encourage you to contact our references to inquire about our performance.

As shown in Figure 3, over the last ten years, Black & Veatch has provided financial advisory services to 31 out of the top 50 largest metropolitan service areas (MSAs) in the nation. During the course of our history, **Black & Veatch has provided financial**

and rate services for more than 300 utilities representing more than 5,000 engagements, helping them develop and implement financial and business strategies.

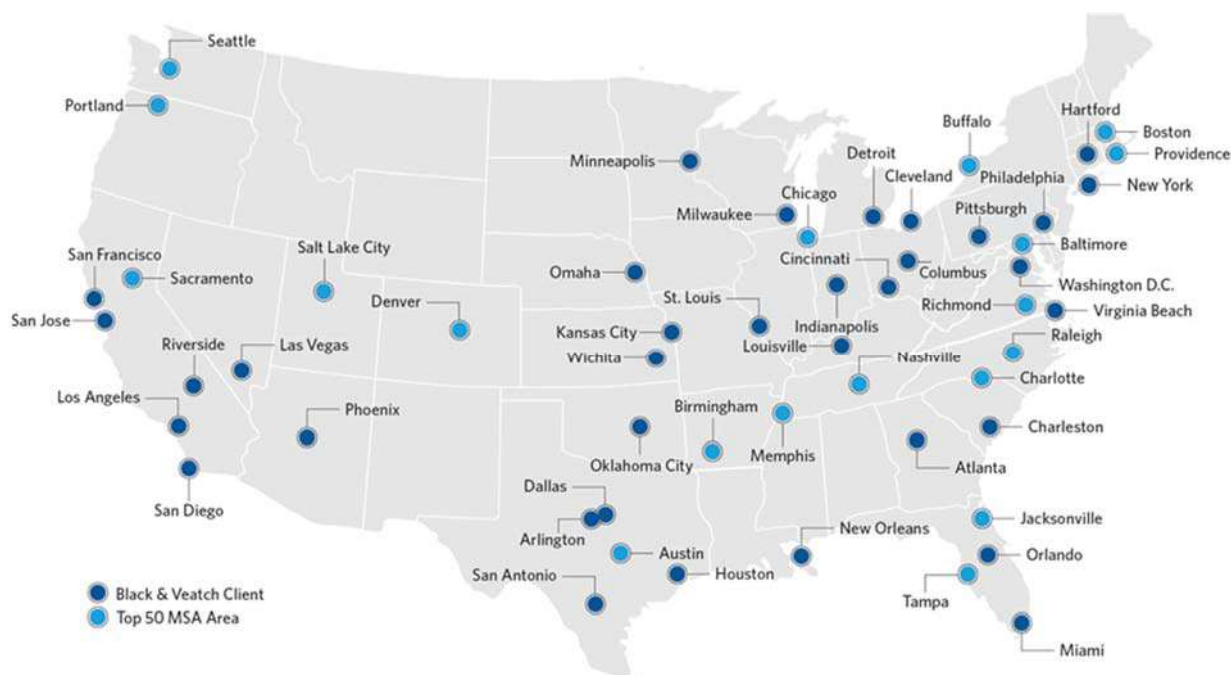


Figure 3 National Experience

Provided below are three references that we are confident will support our statements regarding the quality of our customer service.

Mrs. Sarah Linkimer
Deputy General Manager
843-987-8081
SarahL@bjwsa.org

Mr. Arthur Sorey
Assistant City Manager
305-893-6511
lspring@northmiamifl.gov

**Department of Watershed
Management**
Mr. Mohamed Balla
Deputy Commissioner / CFO
404-546-3406
MBalla@atlantaga.gov

Our Project Approach

Utility Resiliency, Affordability, Aging Infrastructure, Regulatory Mandates, and Intra-Generational Rate Equity. These are some of the most common issues facing water utilities today. Given these challenges, Black & Veatch is enthusiastic to continue our partnership with the City, working to address the City's complex issues through the application of sound financial planning guidelines and industry accepted cost of service and ratemaking principles. With Black & Veatch, the City continues to build on a partnership that brings experience from similar projects, proven methodologies, and a track record of successfully engaging the City's stakeholders.

KEY PRINCIPLES OF PROJECT DELIVERY

To facilitate effective and coordinated task execution and delivery of work products, we have organized the tasks for this important study into an integrated work structure as illustrated in Figure 4.

This section provides further detail on our approach and methodology.

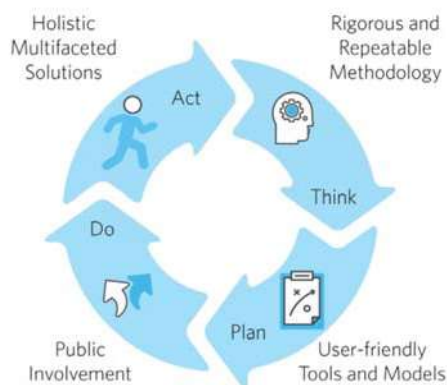


Figure 4 Service delivery charter

Holistic, Multi-Faceted Solutions

The comprehensive set of services that the City desires **require holistic solutions that involve multi-faceted analysis of financial, business and stakeholder elements.**

As program costs associated with improving water quality increase, systems and project implementation, and the cost of other related programs have been implemented affordability becomes a huge concern among many utilities. It

is critical that the City continues to perform timely and sound long-term financial planning that will allow it to evaluate the impact of the programs to be implemented annually, including how best to utilize adopted increases in rates, and what the impact will be on the utility's financial condition. It is critical that the utility maintain strong financial policies and adhere to those policies to maintain a strong financial condition, which will allow the utility to debt finance necessary improvements at the lowest possible rate. It is also important for the utility to plan for continued reinvestment in the system, renewing and replacing assets at an appropriate rate to proactively address infrastructure maintenance needs.

Rigorous and Repeatable Methodologies

We use methodologies based on industry standard principles, where available, and approaches that reflect factors unique to the utility. For this project, the key principles that will govern the projection of revenues and revenue requirements, delineation of functional costs, allocation of costs to cost causative parameters and on to customer classes, and the design of water and wastewater rates and charges are:

- Rate making reflects receipt-based revenues and conforms to all bond and insurance covenants.
- The use of the industry standard American Water Works Association (AWWA), "Manual M-1," and Water Environment Federation (WEF) manual of practice, "Financing and Charges for

Wastewater Systems,” in our rate making principles and approaches.

- Use of methodologies that are not only aligned with industry standard guidelines, but also conform to the City’s historical water and wastewater rate making approaches.
- Development of defensible cost allocation and rate design that supports equitable cost recovery minimizes any subsidization of costs among customer classes, and reflects potential changes to rate structure and discount policies to mitigate adverse customer bill impact.

User-Friendly Tools and Models

Black & Veatch’s Long-Term Financial Planning Model, which is a provided work product, offers ease of navigation and the following key features, as shown in Figure 5:

- Visually intuitive user interface and icon-based navigation
- Logical organization of information and data flow
- Consistent layout on every tab

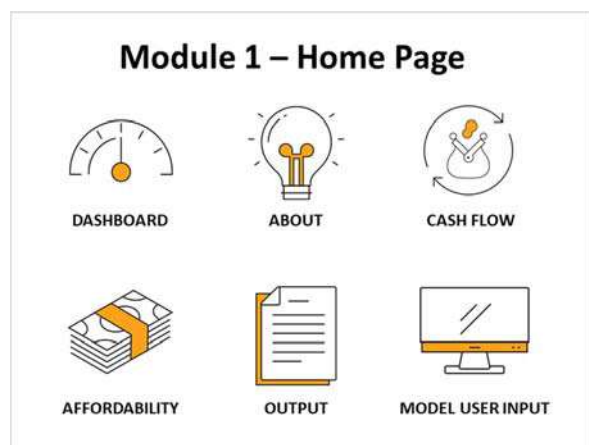
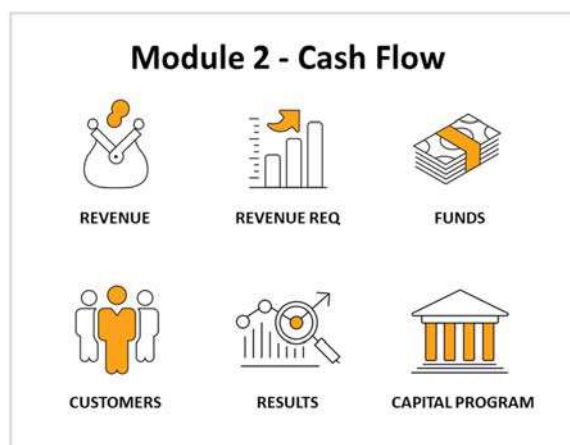


Figure 5 Long-Term Financial Planning Model User Interface

We have used this industry standard methodology in numerous studies, including those conducted for the City of Columbia, Philadelphia Water Department, Miami-Dade County, and Greater Cincinnati Water Works. While Black & Veatch predominately uses industry standard practices, we do incorporate sound, science-based adjustments to reflect each utility’s unique needs and objectives.

- Centralized data inputs for all assumptions
- Functionalization of costs and calculation methodologies based on industry principles
- Scenario planning features that facilitate concurrent manipulation of financial variables, such as the CIP plan and cash financing of capital assumptions
- Ability to present a quick graphical view of financial performance on key financial indicators, as illustrated in Figure 6.



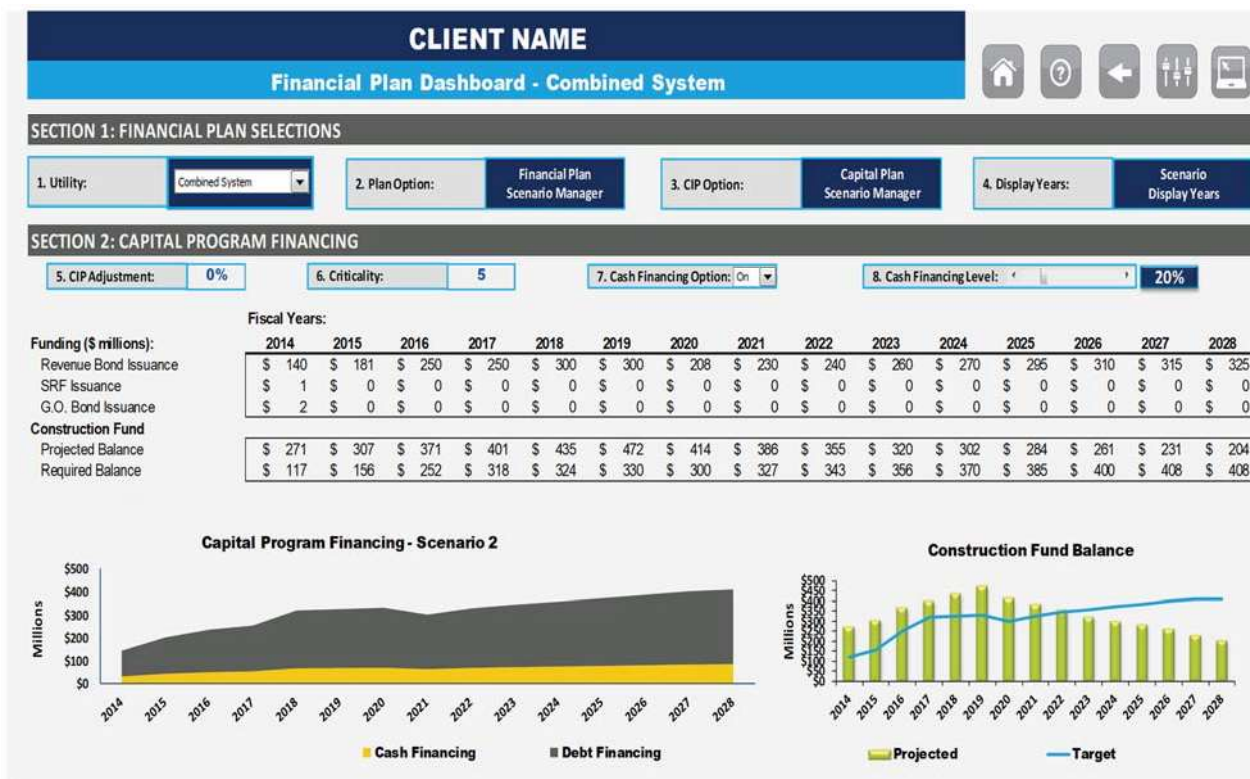


Figure 6 A Dashboard Provides a Visual Forecast of Key Financial Performance Indicators

PROPOSED SCOPE OF WORK

The scope of work detailed herein will be completed pursuant to the Agreement for Professional Services between the City and Black & Veatch Management Consulting, LLC. dated December 2, 2014. Our proposed scope of work follows the Project Approach described above. Figure 7 outlines the methodology used for this project.

The Rate Study involves the following four key phases:

- Phase 1: Long-Range Financial Plan;
- Phase 2: Cost of Service Analysis;
- Phase 3: Rate Design Analysis; and
- Phase 4: Presentations and Deliverables

The following sections discuss our detailed scope of work for the outlined tasks.

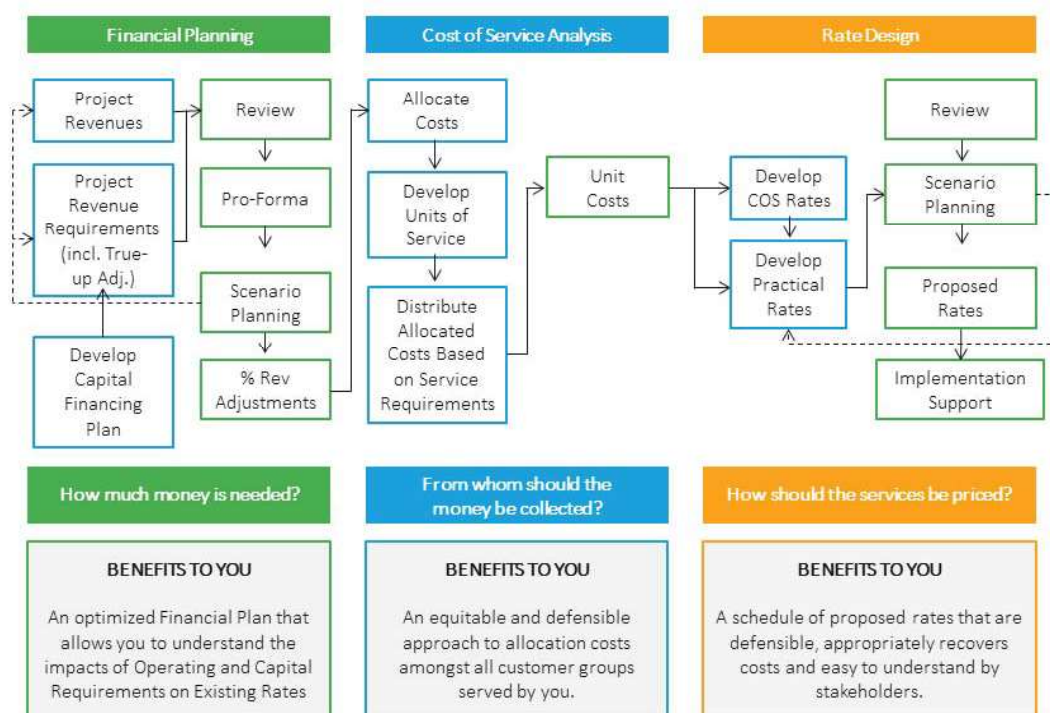


Figure 7 Black & Veatch Rate Study Methodology

0. Project Management

Each task involves a **PROJECT MANAGEMENT** component that includes general project coordination, staff direction, budget/scope/schedule management, and billing/invoicing activities throughout the project. Specific subtasks include:

- Coordinate project activities among Black & Veatch and City staff: provide direction as required to meet project objectives and deadlines; maintain adequate levels of staff

throughout the project; review all study-related work and provide quality assurance on the work executed by Black & Veatch team.

- Perform general administrative duties, including client correspondence, invoicing, budget/scope management, project documentation, and administer project controls using Black & Veatch's proprietary internal project tracking system.

1. Long-Range Financial Plan

The primary purpose of the study is to conduct a develop a five-year financial plan and conduct a cost of service analysis for the City's water and sewer utilities. The rates developed should support be defensible and have a clear nexus to the cost to provide the underlying services. Development of a long-range financial plan is the first step.

The specific tasks and subtasks include:

1.1. Project Initiation Meeting

This task will include a project kick-off meeting to provide an opportunity to review project objectives and confirm the scope of work; review project schedule and major milestones; collect pertinent data, and confirm study needs for the development of the long-range financial plan. We anticipate the attendance of key City staff. Additionally, the project team will facilitate a City Council presentation as a part of the project initiation process.

1.2. Project Data Collection

This task involves the issuance of a comprehensive information request and the collection of available data that is necessary to complete the long-range financial plan. Specific subtasks are:

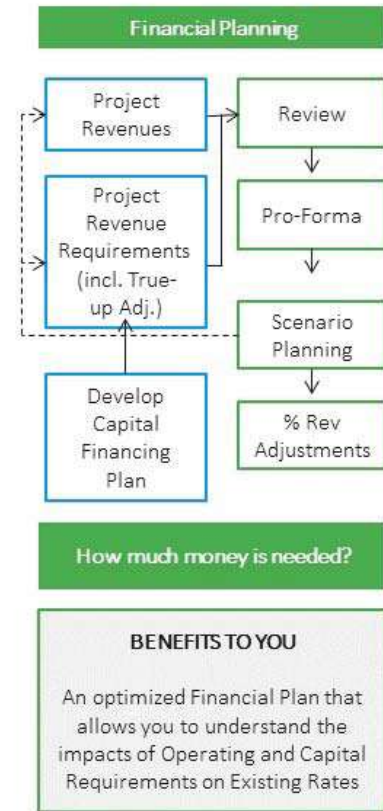
The objective of this task is to develop a comprehensive Water and Sewer Utility Long-Term Financial Plan for the study period of Fiscal Year (FY) 2022 through FY 2026.

Each task identifies milestone event consisting of anticipated meetings and deliverables, as appropriate.

1.2.1. Preliminary Data Request

Prepare an initial request for financial and operational data, and other pertinent information needs before the project initiation meeting discussed in 1.1. A preliminary list of typical data for the study includes:

- Retail customer information including accounts, water consumption, water, and sewer billings and collection data for the most recent five fiscal years.
- The latest water and sewer rate ordinances, schedules, mandates, and/or rulings that constitute the existing water and sewer rates.
- Detailed operating and capital budgets and financial statements pertaining to water and sewer services for the most recent five-year period.
- Information specific to the operations of the operations of the water and sewer system.
- The most recent five-year Capital Improvements Program (CIP), debt service schedule for the water and sewer funds, and loan agreements, if any.
- Any other available strategic, planning, or financial assessment reports relating to water and sewer services.



1.2.2. Supplemental Data Request

Based on the initial data collected and reviewed, Black & Veatch may submit additional requests, as may be necessary.

1.3. Water & Wastewater Long-Range Financial Plan

The objective of this task is to develop a comprehensive Water and Sewer Utility Long-Term Financial Plan for the study period of Fiscal Year (FY) 2022 through FY 2026.

This major task requires an assessment of revenues based on the existing water and sewer rates and fee schedules; an estimation of future revenue requirements; an overview of the City's ability to meet projected revenue requirements; and the determination of the magnitude of revenue adjustments required. The establishment and understanding of the key determinants and requirements of the Long-Term Financial Plan provides the basis to understand the overall cost of service requirements for the system, the manner by which these costs must be reasonably allocated to the respective retail and wholesale customer served by the City, and the basis upon which the City must price the respective water and sewer services.

1.3.1. Bill Tab Analysis

A water system bill tabulation analysis will be performed to understand the general water usage and wastewater flow characteristics associated with existing retail and wholesale customers served by the City. Additionally, the analysis provides a distribution of usage across the groups of customers served through all the water usage blocks served by the City. *The bill tabulation analysis provides the fundamental baseline to understand the water usage and wastewater flow characteristics of existing customer served by the City.*

1.3.2. Customer Accounts and Usage Projections

Black & Veatch will project water and sewer accounts, billed water usage, and wastewater flow for the five-year study period. Such projections will

be developed by considering historical growth trends, the potential for adding/losing major utility customers, the anticipated changes in retail and wholesale customer class usage patterns, known and future anticipated adjustments to existing billing characteristics, and industry experience and judgment.

The water usage projections will be based on the projected number of utility accounts and a usage per account analysis to reflect the effective impact of increased or decreased average usage by customer class.

1.3.3. Revenue Projections

Upon completing the above tasks, Black & Veatch will project the total water and sewer revenues, based on existing rates, for the study period. The calculation of revenues will align with the anticipated growth in customers and any potential shifts in water usage patterns of customers served by the City.

1.3.4. Miscellaneous Revenue Projections

The revenues to be generated from other applicable existing sources including interest earnings, late payment penalties, and other miscellaneous revenues will be confirmed with the City staff and projected for the planning period. These revenue sources are important in determining the direct contribution of water and sewer system user rate revenues.

1.3.5. Annual Revenue Requirement Projections

Black & Veatch will develop the annual revenue requirements for the water and sewer system taking into consideration the following factors:

- Budgeted Operation and Maintenance Expenditures.
- Debt Service on existing bond issues, State Revolving Fund (SRF) loans, and other sources, if any.
- Transfers, if any, to the General Fund and any other sources.

- Proposed debt service to support the projected capital program.
- Debt service coverage, operating reserve, and cash financing requirements.
- Any other expenditure as deemed necessary and appropriate by the City.

1.3.6. Reserve Funding

We will review existing reserve fund requirements and balances for adequacy. Additionally, we will review any applicable bond ordinance requirements along with any relevant utility policies. Following our review, we will provide the City with recommendations on adequate reserve levels based on a review of both reserve funding requirements and industry standards.

1.3.7. Determination of Economic Development Contribution

The City is currently considering the establishment of annual contributions from the water and wastewater system to the City's Economic Development Fund. As such, the City requires assistance in determining the basis and the amount of this annual contribution. The Black & Veatch team will serve the City in determining the basis of the economic development contributions, determine the annual contributions, and assess the impact of these contributions on the water and wastewater systems' annual financial plans.

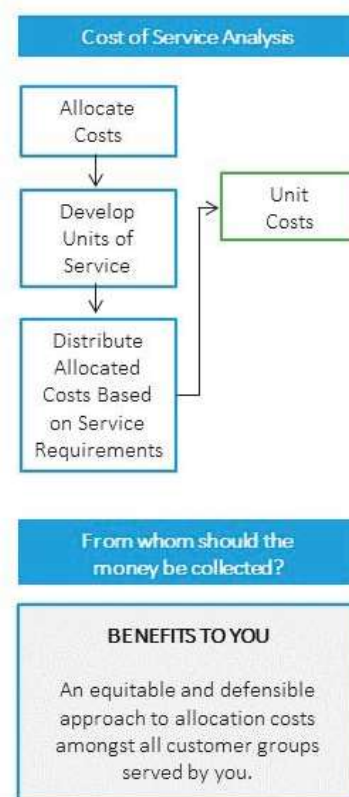
1.3.8. Long-Term Financial Plan

Black & Veatch will develop a combined financial plan for the water and sewer system over the study period showing the application of revenues under existing rate levels. On the basis of developing the financial plan, we will determine one forecast of the level of annual revenue adjustments needed to meet projected annual revenue requirements. The financial plan will take into consideration the revenue requirement items developed in task 1.3.5, 1.3.6, and 1.3.7 annual operating requirements, reserve requirements, debt service coverage, and transfers to the General Fund and/or other sources.

The net revenue requirements for the test year FY 2022 (or an alternative test year as determined by the City) will reflect the annual revenue requirements estimated for that fiscal year less the use of other miscellaneous revenues estimated for the test year. Additionally, Black & Veatch will determine the appropriate funding mix (operating revenues, debt, reserves, and other sources) to appropriately meet all obligations, financial metrics, and rate covenants over the study period.

At the completion of this task, the City will be presented with one long-range financial plan that outlines the revenue adjustments necessary to meet the water and sewer system obligations over the study period.

2. Cost-of-Service Analysis



The objective of this task is to develop a plan for assigning or allocating the functional components of revenue requirements. The approach to be utilized by Black & Veatch will utilize the American Water Works Association (AWWA) M1 Manual and

the Water Environment Federation's (WEF) Financing and Charges for Wastewater Systems Manual of Practice No. 27 principles to identify customer class costs of service requirements.

2.1. Functionalization and Allocation of Functional Costs to Cost Components

This task encompasses the identification and determination of utility functional service parameters on which to allocate cost between retail and wholesale customers and customers receiving distinct service from City. ***This step recognizes that costs incurred by the utilities are typically caused by a service requirement of the system.*** These service requirements vary between water and sewer utilities, but generally include; annual consumption/flow, peak demands, number of customers, and other services (fire services for water utilities and extra strength treatment "TSS/BOD or COD" for sewer utilities). The Black & Veatch team will work with the City to understand these service requirements by utility system and appropriately represent the value and function of these service requirements as a part of the functional allocation of system costs/plant investment.

The fundamental basis of the cost of service analysis is embedded in the appropriate functional allocation of system cost/plant investment, and Black & Veatch will work diligently with the City staff to understand and appropriately represent the magnitude and service requirements of these system cost/plant investment.

Black & Veatch will utilize industry accepted cost allocation methodologies, as recognized by the American Water Works Association (AWWA) and Water Environment Federation (WEF). We will review the various alternatives included in these manuals of practice and include our rationale for the allocation methodologies recommended, as well as the advantages and disadvantages of each. This approach will help build consensus on the selected allocation methodology.

The selected cost allocation methodology will be applied to distribute water and sewer costs by

major system component to each of the customer classes. The cost allocation process will use unit costs of service applicable to all system users and class units of service to determine proportional responsibility for total system costs allocable to each customer class.

The relative responsibility of each customer class will be determined based on the estimated service requirements for each class utilizing the overall cash test year revenue requirements, restated on a utility basis for the cost of service allocations between retail and wholesale service.

Black & Veatch will allocate test year cost of service (FY 2022) to either one or multiple cost components based on the service requirements of that cost. The development of water functional cost allocations will recognize base or volume-related costs, maximum day and hourly capacity or demand costs, fire protection costs, and customer costs. On the other hand, the sewer functional cost allocations will recognize volume, suspended solids, biochemical oxygen demand, and customers. Also, the allocation of revenue requirements will recognize keys issues associated with providing service to seasonal, wholesale, multi-family, industrial surcharge, and other special service customers.

Our analysis will maintain the ability to allocate functional costs over the study period as newly constructed assets are placed into service to understand the shifts in the rate base and the impacts of these shifts on the cost to serve existing retail and wholesale customers.

2.2. Development of Units of Service

Black & Veatch will develop an estimate of the units of service associated with each of the cost causative elements for the water and sewer service. The units of service will be estimated based on the service characteristics that are defined for each customer based on their service requirement and will highlight that customer's proportion of the total water and sewer system service capability for the respective test year cost of service under consideration.

Additionally, the units of service will outline the water system coincidental and non-coincidental peaking demand characteristics and each customer's share of this demand to understand and assess the peaking demand diversity across the water system. Additionally, Black & Veatch will complete a sewer system mass balance analysis to validate the total system loadings, the constituents of these loadings, and each customer's respective share of these loadings.

At the completion of the unit of service analysis, the Black & Veatch team will understand the implicit service requirement of all customers served by the City and will align the functional allocation of revenue requirements (cost) with the determined units of service.

2.2.1. Annual Cost of Service

The revenue requirements developed in Task 2.2 provides the basis for the cost of service that we will use to develop water and wastewater rates and charges sufficient to meet the test year revenue requirements.

The cost of service estimates will then serve as the basis for developing cost of service rate schedules for the test year. The net revenue requirements to be derived from rates for the test year will be developed on the cash requirements basis and restated on the utility basis for purposes of recovering appropriate rates of return on the service provided to the special service and outside city customers.

2.3. Development of Unit Costs of Service

The units cost of service will be the result of aligning the allocation of functional cost with the estimated units of service. The calculated units cost of service establishes the basis to understand the cost based functional unit value of services provided by the City to existing retail and wholesale customers across the established functional service units.

As determined in the analysis, the unit cost of service will be utilized to determine the cost responsibility of all groups of customers served by

the City. Specific focus will be placed on understanding the cost to serve high demand customers and the general cost implication as compared to the retail and wholesale customers currently served by the City.

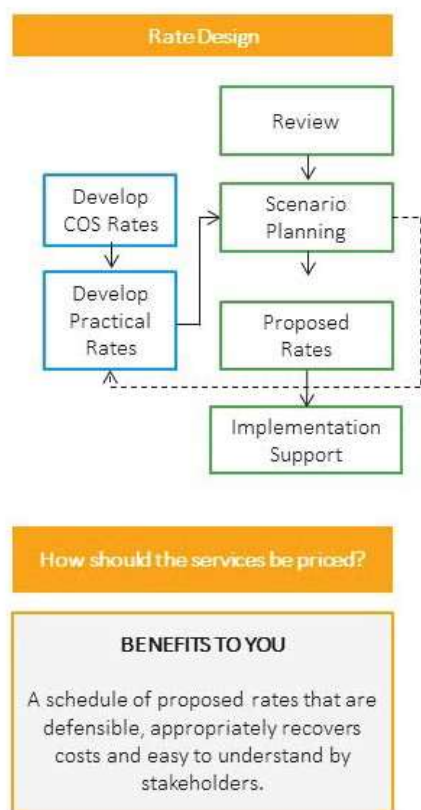
2.4. Distribution of Costs to Customer Classes

On completion of the above tasks, Black & Veatch will assign the total costs of service for each customer class or group of customers by applying unit costs of service to each customer classes' units of service. The relative responsibility of each customer class will be specifically determined based on each class' or user's estimated service requirements.

2.5. Cost-of-Service Summary

Black & Veatch will prepare a cost of service summary that outlines a comparison of existing water and sewer system revenues by customer class and/or customer group and the associated cost to provide services as determined herein. This comparison will provide a summary of the existing water and sewer rates' ability to meet the cost to provide service by customer class and/or customer group.

3. Rate Design and Customer Classification



The objective of this task is to recommend fair and equitable rate structure options for rate design and associated customer classifications for water and sewer service. The illustration provided herein highlights the process and connection between the cost of service analysis and rate design analysis in verifying the adequacy of the proposed rates. During the cash flow analyses, we determine the proposed revenue targets, and the rate design analysis verifies the ability of the proposed rates to achieve these revenue targets.

Our recommended approach to the rate design process seeks to establish a reasonable nexus between costs incurred in providing service and the rates and charges that are designed to recover the costs of providing service. Black & Veatch recognizes that there needs to be a balance between the rates as determined by the cost of service analysis and the City's goals and objectives.

The Black & Veatch team in association with the appropriate City staff will consider project objectives as a part of the rate design analysis. Issues around customer affordability, the promotion of conservation, revenue and rate stability, adding new and large service customers, can have adverse impacts on the greater system, but these impacts will be strongly considered and quantitatively analyzed to determine the appropriateness and adequacy of the proposed rates.

Black & Veatch will determine the appropriate water and sewer rate-setting mechanism to price existing water and sewer services. In addition, Black & Veatch will utilize the bill tabulation findings developed in the cash flow analyses to set and test the adequacy of the proposed rates. This process will be iterative and can be tedious but will allow the City to implement sound and adequate utility service rates.

Upon completing the rate design analysis, Black & Veatch will prepare and present one schedule of the proposed rate design for the services detailed herein. Additionally, the Black & Veatch team will prepare one bill impact comparisons between the existing and proposed utility rates and the utility service rates of neighboring utilities, as appropriate and determined by Black & Veatch.

4. Meetings and Deliverables

Black & Veatch will assist with informing the City administration, the City Council, residents, and other stakeholders of the findings of the water/sewer fund Financial Plan. Black & Veatch will prepare a project report that details all the findings and assumptions related to the analysis and will participate in specific meetings and presentations. Specific subtasks are:

4.1. Study Draft and Final Reports

Black & Veatch will prepare a draft report that will outline the study approach, provide summary findings for the study period detailed herein. Based on the feedback obtained on the draft report, Black & Veatch will make the necessary

edits and prepare one (1) electronic copy and one (1) hard copy of the project report for delivery to the City.

4.2. Meetings

Black & Veatch will participate in a total of six virtual meetings to discuss and present the study findings, the study assumptions, and discuss a plan to inform and educate necessary stakeholders about the components and the actions that should be taken related to the findings of the study. Listed below are the anticipated meetings and presentations:

- Project Kick-off meeting;

- Project Kick-off City Council presentation;
- Financial Plan Results meeting;
- Cost of Service and Rate Design Discussion meeting;
- Final Project Results and Council Meeting; and
- Stakeholder Facilitation meeting (1)

No in-person meeting as scheduled as a part of this proposal, but if desired, the Black & Veatch team will support and facilitate additional meetings and in-person meetings at the request and approval of the appropriate City staff. Labor and expenses associated with these meetings will be assessed as a cost to the City on a time and materials basis.

Our Proposed Schedule and Fee

PROPOSED SCHEDULE

Black & Veatch believes the proposed work plan presented meets the scope of services outlined in the City's request; however, it can be adjusted to meet any specific needs as they may change during the project. A tentative work schedule for this engagement is shown below. This schedule is not meant to be definitive; it can be adjusted accordingly, based on any additional needs or requirements as outlined by the City. Black & Veatch estimates this scope of services can be performed within five (5) months.

Black & Veatch believes that we can meet this proposed schedule, assuming we receive access to City staff and data promptly.

	FY 2021				
	Feb	Mar	Apr	May	Jun
Task 0.0	Project Management				
Task 1.0	Study Initiation				
Task 2.0		Water and Sewer Financial Plan			
Task 3.0			Cost of Service Analysis		
Task 4.0				Rate Design Analysis	
Task 5.0	◆	◆		◆	◆ ◆

- Black & Veatch Project Execution
- ◆ Project Report
- ◆ Virtual Project Meetings and Presentations

PROPOSED FEE

Based on the scope of services outlined herein, Black & Veatch will provide the services listed herein on a Fixed Fee basis plus expenses. The services detailed herein will be provided for a total project cost of **\$111,420** which includes a fixed fee of **\$111,420** and no direct expenses. Provided below is a summary of the level of effort and fee associated with the project. Black & Veatch will not initiate the scope of services detailed herein until the requisite notice to proceed is provided by the City as detailed in the Sole Source Agreement agreed upon between the City and Black & Veatch on February 10, 2020.

PROJECT TASK	HOURS	FEE
Project Management	20	\$4,575
Financial Plan	176	\$38,650
Cost-of-Service Analysis	98	\$21,340
Rate Design Analysis	66	\$14,850
Meetings & Deliverables	135	\$32,005
Direct Expenses		\$0
TOTAL		\$111,420

Invoices will be submitted monthly based on the work hours and expenses incurred during the prior month billing period. Payment terms are net 30 days. Additional services, over and beyond those identified in Tasks 1 through 4 will be provided on a time and materials basis based on the billing rates outlined below. Expenses associated with any additional services would be billed at out-of-pocket costs.

POSITION	BILLING RATE
Analyst	\$185.00
Senior Analyst	\$200.00
Consultant	\$235.00
Manager	\$265.00
Principal	\$300.00
Managing Director/Director	\$315.00
Senior Director	\$350.00

These rates apply to all members of the Project Team. The rates in the table above are valid until the end of 2021, after which the rates will increase annually by approximately 3% to 5% each year, starting in January 2022.

CONTRACT

City of Columbia, South Carolina

WM4514 (MPP)

New Water Main along Beacon Hill Road and Beacon Hill Court

BID014-20-21-LAG

This Contract is made by and between the City of Columbia, Columbia, South Carolina, hereinafter called Owner, and **DS Utilities, Inc.** with legal address and principal place of business at **1644 Holy Trinity Church Road, Little Mountain, SC 29036**, hereinafter called Contractor. Owner and Contractor in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1. WORK.

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

ARTICLE 2. ENGINEER.

2.1 The Project has been designed by **the City of Columbia.**

ARTICLE 3. CONTRACT TIME.

3.1 The Contract Time shall be **sixty (60)** consecutive calendar days from the said date of commencement as defined in the Notice to Proceed (NTP) to fully complete the amount of work herein contemplated.

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

ARTICLE 4. CONTRACT PRICE.

4.1 Owner will pay Contractor for performance of the Work in accordance with the Contract Documents in current funds at the contract price agreed upon in the Contractor's Bid Form attached to this Contract which establishes the contract price as **Two Hundred Thirty-Three Thousand Nine Hundred Fourteen Dollars and Zero Cents (\$233,914.00).**

ARTICLE 5. APPLICATIONS FOR PAYMENT

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

ARTICLE 6. PROGRESS AND FINAL PAYMENTS

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

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

ARTICLE 7. LIQUIDATED DAMAGES

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

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

ARTICLE 8. ASSURANCE

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

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

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

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

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

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

ARTICLE 9. CONTRACT DOCUMENTS.

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

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

9.2.1 Invitation To Bid.

9.2.2 Instructions To Bidders.

9.2.3 Bid Form.

9.2.4 This Contract.

9.2.5 Performance and Payment Bond.

9.2.6 Part 15 "General Specifications", Part 16 "Specifications for Water Distribution System, Materials and Construction", Part 18 "Specifications Roadway Improvements, Materials and Construction" and Part 20 "Specifications for Sodding, Fertilizing and Seeding" all of the City of Columbia's Engineering Regulations.

9.2.7 Permits.

9.2.8 Location Map.

9.2.9 Special Provisions.

9.2.10 Drawings, numbered 1 through 8, inclusive and dated 8/21/2020.

9.2.11 Addenda numbered 1 to 2, inclusive.

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

9.2.13 The Columbia Disadvantaged Business Enterprise (CDBE) Program Policy.

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 bidder's expense. Rooms, meals, travel, telephone, data processing, administrative and clerical costs associated with the project shall be at the bidder's expense.

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

Contractor

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 Contracts1800 Main Street, 2nd FloorColumbia, 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

[Signature]

Legal Department City of Columbia, SC

Attachment: Contract Approved by Legal (6387 : New Water Main along Beacon Hill Rd. and Beacon Hill Ct.)



CITY OF COLUMBIA
INTER-OFFICE MEMORANDUM

TO: Juliet Nelly, Program Compliance Administrator

FROM: Latisha A. Grice, Bid Coordinator
Department of Procurement and Contracts

DATE: November 24, 2020

SUBJECT: PROJECT: BID 014-20-21-LAG – Water Main along Beacon Hill Road and Beacon Hill Court (WM4514) MPP

Bids for this project were opened publicly at 10:00 a.m., November 23, 2020 by COC Procurement & Contracts via TeleCom Services.

Bids submitted for the referenced project were in participation with the Mentor Protégé Program (MPP). The apparent responsive low bidder is **DS Utilities, Inc. of Little Mountain SC at \$223,914.00.**

Please review for Mentor Protégé Program compliance and return your approval as soon as possible. Also, please verify the percentages listed on the Business Information Record and check for consistency to the noted dollar amount.

Please indicate your approval with your signature below and return to me when you have completed your review.

Thank You.

Review Approved: Juliet M. Nelly
Juliet Nelly, Compliance Administrator

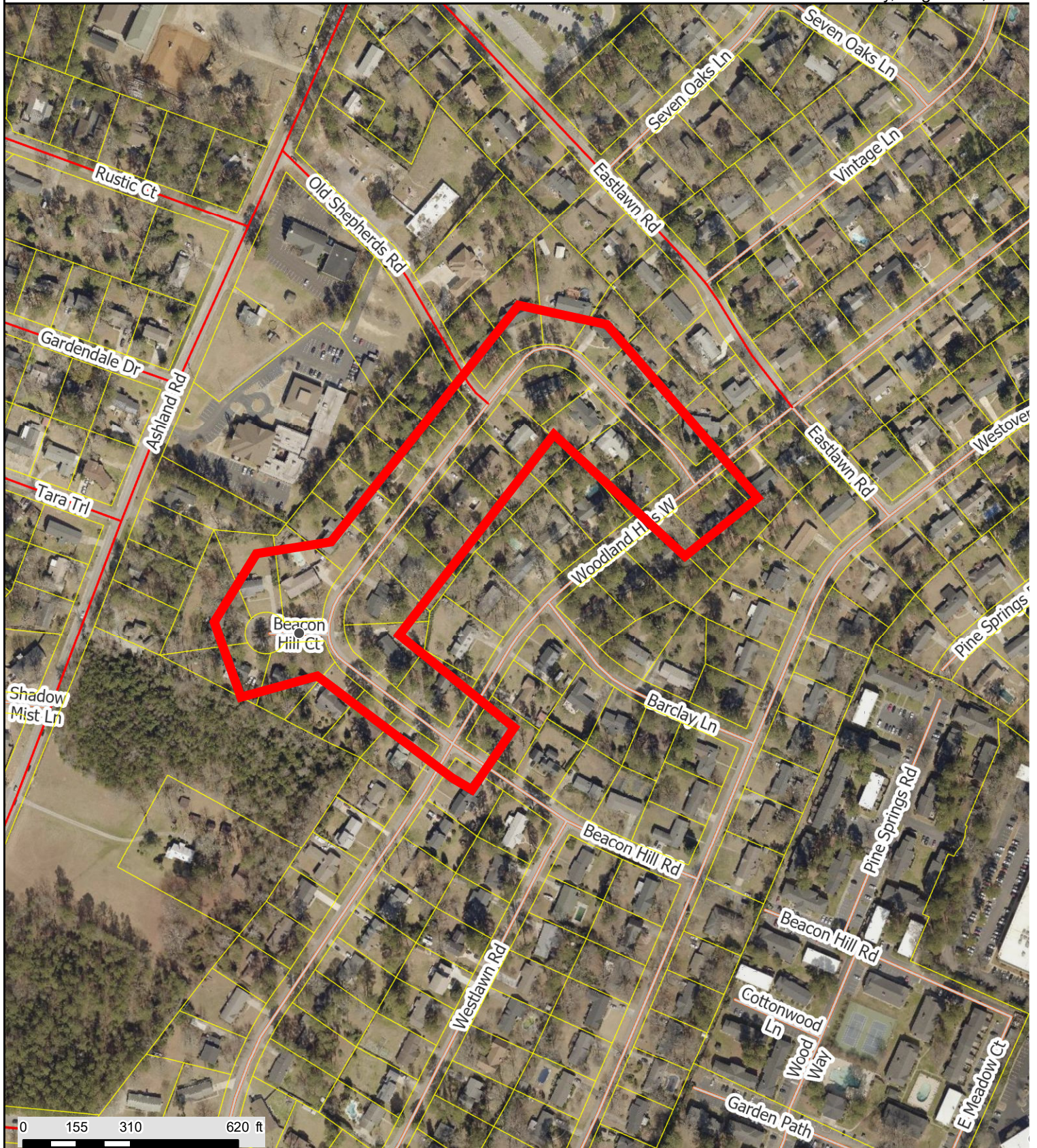
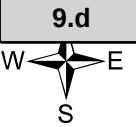
DATE: 11.24.2020

Attachment: Compliance Memo.pdf (6387 : New Water Main along Beacon Hill Rd. and Beacon Hill Ct.)

City of Columbia

WM4514 Beacon Hill Site Location Map

Thursday, August 27, 2020



Attachment: Location Map (6387 : New Water Main along Beacon Hill Rd. and Beacon Hill Ct.)



CITY OF COLUMBIA GIS DATA DISCLAIMER

The City of Columbia GIS data represented on this map or plan is the product of compilation, as produced by others. It is provided for informational purposes only and the City of Columbia makes no representation as to its accuracy. Its use without field verification is at the sole risk of the user.



Event Number	BID014-20-21-LAG Addendum 2	Organization	City of Columbia, SC
Event Title	New Water Main along Beacon Hill and Bea	Workgroup	Purchasing
Event Description	All City of Columbia Procurement Contracts	Event Owner	Latisha Grice
Event Type	IFBs	Email	latisha.grice@columbiasc.gov
Issue Date	10/28/2020 09:58:20 AM (ET)	Phone	
Close Date	11/23/2020 10:00:00 AM (ET)	Fax	

Responding Supplier	City	State	Response Submitted	Lines Responded	Response Total
DS Utilities Inc	Little Mountain	SC	11/23/2020 09:05:19 AM (ET)	1	\$223,914.00
Lake Murray Utility Company, Inc	Chapin	SC	11/23/2020 08:59:04 AM (ET)	1	\$231,435.00
Shady Grove Construction, LLC	Irmo	SC	11/23/2020 08:38:56 AM (ET)	1	\$250,825.00
G H Smith Construction, Inc	Columbia	SC	11/23/2020 08:53:53 AM (ET)	1	\$260,625.00
LAD Construction, LLC	Swansea	SC	11/23/2020 09:27:50 AM (ET)	1	\$288,465.00
Carolina Tap & Bore, Inc.	West Columbia	SC	11/23/2020 09:37:14 AM (ET)	1	\$294,440.00
Stutts & Williams, LLC	Lexington	SC	11/23/2020 09:35:11 AM (ET)	1	\$339,008.00

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



CITY OF COLUMBIA

Department of Utilities and Engineering
Compliance Division

P.O. Box 147 | Columbia, South Carolina 29217
Phone: 803-545-3049 Fax: 803-545-4130

MENTOR PROTÉGÉ PROGRAM Implementation Plan

Date: 11/18/2020 Project Number: wm4514
Mentor: DS Utilities, Inc. Project Name: Beacon Hill
Protégé: Patriot Construction, Inc. Duration of the Project: 60 Days
Project Contract Amount: 223,914.00 Protégé Amount: 198,298.24

Statement of Commitment: Both Mentor and Protégé are committed to providing an adequate amount of resources and effort to execute the plan below. Mentor and Protégé acknowledge the Implementation Plan is a joint plan and agree to meet at least quarterly to verify compliance with this Plan.

1. How do the Mentor and Protégé intend to work together on the designated project?
Address contractual relationship, general roles and informal teaming arrangements.

Protege will perform the installation. The Mentor will coordinate meetings and submit billings.

2. How will the specific, quantitative goals in the Annual Business Plan and MPP Agreement be implemented via the work on the project? *Address general goals here and specific goals in question 9.*

The Protege will gain experience working along side the City of Columbia.

3. How will the team focus on developing protégé's business and implementing the actions necessary to obtain results reflected in the Mentor-Protégé Agreement? *Identify milestones, thresholds, or other indicators team that would indicate success is being achieved.*

The Protege will be involved heavily with the bidding process and included in all meetings.



CITY OF COLUMBIA

Department of Utilities and Engineering
Compliance Division

P.O. Box 147 | Columbia, South Carolina 29217
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4. Proposed manpower and resources from both the Mentor and the Protégé is required for the project. Address key personnel, equipment/materials, and insurance/bonding. Address special arrangements where applicable.

Mentor:

manage the overall job but leave the day to day operations to the protege

Protégé:

over see the day to day operation and self perform the install

Subcontractors:

The Protege will handle all sub contractors

Special Arrangements:

we will work together to make the best possible team is what we will strive for

5. What scope of work to be performed by each participant of the MPP team?

a. Description of Mentor's responsibilities:

manage the overall job and handle meetings as well as the billing process

b. Description of Protégé's responsibilities on project:

run day to day operations and install the pipe.

c. Description of responsibilities that will be completed as a team:

work together to give the city the best possible product. perform takeoffs together, gather quantities each month etc.

6. What is the anticipated duration (in months) of each major phase of the project? During which phases will the Protégé be utilized?

protege will perform all the install. project will take about 2 months.



CITY OF COLUMBIA

Department of Utilities and Engineering
Compliance Division
P.O. Box 147 | Columbia, South Carolina 29217
Phone: 803-545-3049 Fax: 803-545-4130

7. How will the team comply with and maintain the focus on the requirements of the program for the duration of the project?

we will set goals and discuss progress weekly.

8. What are the team's specific, quantitative goals and milestones for the current project?

to perform the work as efficiently as possible.

9. Outline of Regularly Scheduled meeting between Mentor and Protégé (Progress reporting).

at least once a month around the 25th.

10. Define payment schedule and financial terms identifying milestones for initial, progress and final payments.

mentor will submit billing to the City of Columbia. Once the City Finally pays the mentor, the mentor will turn around and pay the protege on the next billing cycle.



CITY OF COLUMBIA

Department of Utilities and Engineering
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P.O. Box 147 | Columbia, South Carolina 29217
Phone: 803-545-3049 Fax: 803-545-4130

11. List the Subcontractors that will be used on this project, as well as the information requested below: (The Subcontractor(s) listed below will NOT consist of your Protégé.)

Subcontractor's Name	Telephone	Address	Who will they report to?	Contract Amount	MPP, MBE, WBE, SBE	Percentage of Contract
none						

12. What percentage of the project is being implemented by the Protégé? Must equate to a minimum of 20% of total contract amount.

Protégé Contract Value: 198,298.24

Percentage of Contract: 1.88.56 % (Minimum of 20% of total contract amount is required)

Attachment: MPP Implementation Plan (6387 : New Water Main along Beacon Hill Rd. and Beacon Hill Ct.)



CITY OF COLUMBIA

Department of Utilities and Engineering
Compliance Division
P.O. Box 147 | Columbia, South Carolina 29217
Phone: 803-545-3049 Fax: 803-545-4130

MENTOR-PROTEGE IMPLEMENTATION PLAN SIGNATURE SHEET

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their proper officials thereunto duly authorized as of the dates below indicated:

EXECUTED by DS Utilities, Inc (Mentor Firm) this 18 day of November, 2020.
Corporate SEAL

By: [Signature]
Title: Senior Project Manager

ATTEST:
By: [Signature]
Title: Project Manager

EXECUTED by Patriot Construction (Protégé Firm) this 18 day of November, 2020.
Corporate SEAL
By: [Signature] TEPW McDonald
Title: President

ATTEST:
By: [Signature] Joseph R. Morgan
Title: Secretary

RECOMMENDED FOR APPROVAL:

EXECUTED by the Department of Utilities & Engineering, Compliance on this 24 day of November, 2020.

By: [Signature] Latonya B Germany
Title: Program Compliance Specialist



City of Columbia
Qualification Statement - Local Business Enterprise (LBE)

RECEIVED
FEB 04 2019

By checking all boxes below, I certify that **My Company** meets all of the following qualifications to be eligible for the local vendor preference. I understand qualifications *will* be researched and verified by the Compliance Team. The City reserves the right to audit the company's qualifications for the local vendor preference as the City deems necessary and re-certify the company at least once every four years. A company must be certified PRIOR to bid openings. Please note that franchises do not qualify for LBE Preference, if the corporate office is not located within the Columbia-Orangeburg-Newberry CSA. ***Items below with an asterisk require additional documentation that needs to be submitted along with the qualification statement.**

- ☒ Is Independently owned and operated (Ownership of a local business must be direct, independent, and by individuals and/or other businesses within the Columbia-Orangeburg-Newberry CSA. Company owner must provide document verification of local residency). ***Please provide a copy of the owner's driver's license.**
- ☒ Is in good standing with State of South Carolina (LBE firm must be in good standing with the State of South Carolina regarding its payments of taxes and required business licenses). ***If not registered with the Secretary of State please provide a copy of your Schedule C (Form 1040) to show sole proprietorship.**
- ☒ Has a business license in one of the 8 counties making up the CSA jurisdiction. ***Please provide a copy of your business license.**
- ☒ Has at least one year of presence within the CSA Jurisdiction (LBE must have presence within any of the 8 CSA jurisdictions for at least one year prior to applying for LBE Certification Issued by the City of Columbia).
8 CSA Jurisdictions include: Calhoun, Fairfield, Kershaw, Lexington, Newberry, Orangeburg, Richland and Saluda.
- ☒ Has at least 50% of employees residing within any of the 8 CSA jurisdictions. ***Please provide a list of all owner/employee addresses - Names are optional, give street address, city, state & zip. Please include full-time, part-time, and contract employees.**
- ☒ ***Please provide a copy of your company's W-9.**

Note: Term of certification: Certification is valid for a period of 4 years from issue date. 30 days prior to expiration the LBE firm may submit documentation to re-certify.

Company Name: DS Utilities, Inc.

Address: 144 Holy Trinity Church Rd. Type of Products or Services: Utility/General Contractor

Please self-identify ownership as one: Minority ☐ Women-owned ☐ Other ☒ (tracking purposes only)

Current Business License Number: 697098 County: Newberry

Phone Number: (803) 345-9106 Email: frontdesk@mcclan.net COC Vendor # V000906

I certify with my signature below that all of the information given above is true and accurate to the best of my knowledge. I also recognize that by signing that any false information indicated above may lead to penalties or sanctions.

Owner's Name: Robert C McClan (Print) Robert C McClan (Signature)

NOTARY - Sworn to before me this 23rd day of January 20 19

Notary Public for the State of South Carolina My Commission Expires: June 30, 2021

Notary Name: Wendee Seawright (Print) Wendee Seawright (Signature)

Please submit this **ORIGINAL** document to:

Office of Business Opportunities
Attn: Juliet Nelly - Compliance office
1136 Washington Street, 5th Floor Suite 503
Columbia, SC 29201

Tel: (803) 545-4185

Email: Juliet.Nelly@columbiase.gov

☒ Qualified / ☐ Not Qualified:

Juliet Nelly
(Compliance Authorized Signature)

Date: 2/4/19

Revised D

Packet Pg. 179

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)
Patriot Construction Inc. 108 Weir dr. Columbia, SC 29223	Ted Medaniels 803-513-5794	installation	198,298.24	88.56 %	SBE	NO
				%		
				%		
				%		
				%		
				%		

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: \$ 198,298.24

TOTAL CONTRACT AMOUNT: \$ 223,914.00

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

Business Name: DS Utilities, Inc.

Representative Name/Title: Wayne Bye / Senior Project Manager

Date: 11/18/2020

Attachment: DS Utilities BIR Form (6387 : New Water Main along Beacon Hill Rd. and Beacon Hill Ct.)

Hydrostructures
SS7582 Wastewater Collection System Manhole Survey



AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is being awarded under procurement method RFQ008-19-20-NMJ Wastewater Collection System Manhole Survey.

1. **PURPOSE** – This Agreement is entered into as of the date of the last signature affixed hereto, by and between the City of Columbia, South Carolina (hereinafter referred to as the “City”) and Hydrostructures, (hereinafter referred to as the “Consultant”), to provide technical engineering support to the City for surveying and mapping of the sanitary sewer manholes.

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

2. **SCOPE OF SERVICES** – Upon written notification by the City to proceed, the Consultant shall provide the scope of services more fully described in Exhibit A, attached hereto. The Consultant shall perform any and all incidental services not specifically set forth in Exhibit A, which are necessary to fully complete the scope of services described in Exhibit A.
3. **SUPPLEMENTAL OR ADDITIONAL SERVICES** – The City may require supplemental or additional services of the Consultant or recommended by the Consultant and approved by the City in writing.

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

Hydrostructures
SS7582 Wastewater Collection System Manhole Survey

4. **TERM OF AGREEMENT** – This Agreement shall expire, unless terminated earlier as provided herein, on June 30, 2021. The term of the Agreement is the date of the execution of a *Notice to Proceed and a valid Purchase Order from the City of Columbia* for an initial term of five (5) months, with the option to renew or continue with work for one (1) additional one-year period at the mutual pleasure of both parties.

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

5. **SCHEDULE FOR COMPLETION OF SERVICES** – The Consultant shall complete any and all services performed under this Agreement within the timeframes as outlined in Exhibit B, attached hereto.
6. **COMPENSATION** – (See Exhibit C)

A. The total compensation to be paid by the City to the Consultant under this Agreement shall not exceed Four Hundred Twenty-Four Thousand, Seven Hundred Fifty Dollars and No/100 (\$424,750.00).

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

Hydrostructures
SS7582 Wastewater Collection System Manhole Survey

C. Invoicing Procedure

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

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

1. The Consultant is required to pay all Subconsultants and material suppliers for all work that the Subconsultant has satisfactorily completed, no later than twenty (20) calendar days after the Consultant has received payment from the City.
2. In addition, all retainage amounts received from the City by the Consultant must be paid by the Consultant to the Subconsultant no later than fourteen (14) calendar days after the Subconsultant has, in the opinion of the City, or designee, satisfactorily completed its portion of the Work.
3. A delay in or postponement of payment to the Subconsultant or material supplier requires good cause and prior written approval of the City or designee.
4. The Consultant is required to include, in each Subcontract, a clause requiring the use of appropriate arbitration mechanisms or other method to resolve all payment disputes.
5. The City will not pay the Consultant for subsequent work performed unless and until the Consultant ensures that the Subconsultants have been promptly paid for the work they have performed under all previous payment requests, as evidenced by the filing of City lien waivers, canceled checks (if requested), and the Consultant's sworn statement that it has complied with the prompt payment requirements. The

Hydrostructures
SS7582 Wastewater Collection System Manhole Survey

Consultant must submit a Prompt Payment Affidavit, Subconsultant list that identifies each Subconsultant (both Disadvantaged Business Enterprises (DBEs) and non-DBEs) including Subcontract values and the date and amount of the last payment to such Subconsultant(s). That documentation must be provided with every payment request submitted to the City, except for the first payment request.

6. Failure to comply with these prompt payment requirements is a breach of this Agreement. The City reserves the right to pursue any and all remedies permitted under law for breach of contract, including, but not limited to, Consultant debarment.

E. Affirmative Action Procurement and Contracting Goals:

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

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

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

Hydrostructures
SS7582 Wastewater Collection System Manhole Survey

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

F. Subcontracting Goals

Under this Agreement, the subcontracting goals are as follows:

SB Goals	<u>N/A</u>	%
MBE	<u>12.00</u>	%
WBE	<u>N/A</u>	%
LSA	<u>N/A</u>	%

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

7. **MENTOR-PROTÉGÉ PROGRAM** (<http://www.columbiasc.net/business-outreach/>)
(Non-Applicable)

The City of Columbia encourages, where economically feasible, establishment of mentor-protégé relationships to ensure contracting opportunities for all businesses, including minority / women / small business enterprises. The Mentor-Protégé Program (MPP) helps develop private sector business relationships and enhances the contracting capabilities of minority-owned business enterprises (MBE), women-owned business enterprises (WBE), and small business enterprises (SBE). In order to provide opportunities for growth and to encourage hands-on business relationships, certain capital improvement projects may be designated by the City of Columbia as Mentor-Protégé Program projects. The City of Columbia has determined that participation in the City's Mentor-Protégé Program is required for this project.

The Consultant must comply with Mentor-Protégé Program Guidelines. The Consultant agrees that the Mentor Protégé Program does not create any third-party

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beneficiary status or contractual rights and/or duties between the City and the Protégé and that the City is not a party to the Implementation Plan. The Consultant agrees that it has or will enter into a separate contractual Agreement with the Protégé to which the City is not a party.

INDEMNIFICATION & INSURANCE

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

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

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

General Liability: The Consultant shall provide to the City evidence of General Liability insurance in an amount not less than One Million Dollars and no/100

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(\$1,000,000) per occurrence, and Two Million Dollars and no/100 (\$2,000,000) dollars aggregate in accordance with the current Code of Ordinances, City of Columbia, South Carolina, which can be located at www.columbiasc.net.

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

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

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

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

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

8. PERMITS & LICENSES

- A. The Consultant shall be responsible for obtaining any approvals, permits and/or licenses as may be required of the Consultant in performing the services required under this Agreement. The Consultant shall be responsible for any costs relating to same.
- B. The Consultant shall be responsible for identifying the necessity for and providing any applications and supporting documentation to the City for any approvals and/or permits required of the City in order for the Consultant to perform the services required under this Agreement. Such approvals and/or permits may include, but not be limited to, South Carolina Department of Health and Environmental Control (SCDHEC) Construction Permits, SCDHEC Stormwater Management for Construction Sites Permits, SCDHEC Water Resources Permits, Corps of Consultants Permits, City/County/ South Carolina Department of Health and Environmental Control (SCDOT) Encroachment Permits, encroachment permits for other utility rights-of-way and railroad right-of-way encroachment permits/agreements. The City shall obtain the approvals and/or permits identified by the Consultant and pay any costs relating to same.
- C. The Consultant shall answer questions and consult with the City and/or appropriate authorities as necessary to assist the City's efforts in obtaining required permits/approvals.

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

9. **DUTIES UPON TERMINATION** – At termination of this Agreement, the Consultant shall immediately provide the City with all records and data in any format the Consultant is capable of producing and at no cost to the City, which were generated, created or received by the Consultant in performance of the services required by this Agreement or as the City may deem necessary to perform the required services by the City or the Consultant’s successor. All records shall be free from any proprietary claims or interest. The Consultant agrees to fully cooperate with the City and any successor to ensure an effective transition to continuously provide the required services.
10. **INTEREST OF ENGINEER** – The Consultant covenants that Consultant presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement or which is adverse to the interests of the City. The Consultant further covenants that in the performance of this Agreement no person having such interest shall be employed.

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

11. **TERMINATION OF AGREEMENT** – The City may terminate this Agreement at any time upon any of the following grounds:
- A. Failure by the City to appropriate funds for the performance of any of the services required in this Agreement in any annual budget;

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- B. The Consultant fails to perform any of the services required in this Agreement and does not correct such deficiency within fifteen (15) days after being notified by the City of such deficiency;
- C. Force Majeure;
- D. The City, at its sole option and discretion, has the right to terminate this Agreement for any reason whatsoever. A termination for default under this Agreement, if wrongfully made, shall be treated as a termination for convenience under this clause;
- E. Upon expiration of the term of this Agreement; and
- F. By mutual agreement.

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

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

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14. **OWNERSHIP OF PROJECT DOCUMENTS** - All data, documents or other information of any description generated by or used by the Consultant or any Subconsultant retained by the Consultant and related to the services required by this Agreement shall be the property of the City and shall not be used by the Consultant for any purpose whatsoever except to perform the services required by this Agreement.
15. **NOTICE** - All notices and communications in connection with this Agreement will be addressed to the following:

City of Columbia

Name: Office of Procurement and Contracts
 Title: Purchasing Agent
 Address: 1800 Main Street
 Second Floor
 Columbia, SC 29201
 Phone: (803) 545-3470
 Fax: (803) 758-1013
 Email: procurement@columbiasc.gov

Hydrostructures

Name: Mike Ping
 Title: Senior Project Manager
 Address: 1725 12th Street
 Cayce, SC 29033
 Phone: (843) 974-5650
 Fax: (919) 542-6835
 Email: mike.ping@hydrostructures.com

16. **CONSENT DECREE**

- A. The services performed by the Consultant pursuant to this Agreement are required in whole or in part to satisfy the terms of the Consent Decree entered by the United States District Court for the District of South Carolina on May 21, 2014, in the case captioned *The United States of America and State of South Carolina by and through the Department of Health and Environmental Control v. City of Columbia*, Civil Action No. 3:13-2429-TLW (the "Consent Decree"), a copy of which has been provided to the Consultant by the City and is incorporated by reference herein. The Consultant shall perform the services pursuant to this Agreement in conformity with the terms of the Consent Decree as required by Paragraph 5 therein.

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- B. In addition to the requirements above, the Consultant shall comply with the document retention requirements of Paragraph 68 of the Consent Decree which includes, but is not limited to, the obligation to preserve all non-identical copies of all documents, records, or other information (including documents, records, or other information in electronic form) in the Consultant's possession or control that relate in any manner to the Consultant's performance under this Agreement ("Preserved Documents"). Upon the Consultant's performance of all services required under this Agreement, the Consultant shall provide the City with all Preserved Documents. In addition to the requirements above, the Consultant shall provide the City with all Preserved Documents upon termination of this Agreement.
- C. Upon the occurrence of a force majeure event as defined in Paragraph 55 of the Consent Decree, the Consultant shall provide notice to the City's Director of Utilities and Engineering in person, by phone, or by electronic mail within twenty-four (24) hours of when the Consultant first knew or should have known that the event might cause a delay. Within three (3) days thereafter, the Consultant shall provide written notice in accordance with Section XII above to include the following information: an explanation and description of the reasons for the delay; the anticipated duration of the delay; all actions taken or to be taken in an effort to prevent or minimize the delay; a schedule for implementation of any measures to be taken in an effort to prevent or mitigate the delay or the effect of the delay; and the Consultant's rationale for attributing such delay to a force majeure event. The Consultant shall include with any notice all available documentation supporting the claim that the delay was attributable to a force majeure event.
- D. The Consultant shall reimburse the City the amount of any stipulated penalties imposed on the City pursuant to Paragraph 47 of the Consent Decree if the Consultant neglects, fails, or refuses to meet the deadlines set forth in Exhibit B attached hereto. The Consultant agrees that any failure to meet such deadlines will result in the City's failure to meet the deadlines set forth in the Consent

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Decree except in the event of force majeure notice by the Consultant that results in the extension of said deadline by the U.S. Environmental Protection Agency under the Consent Decree. The City reserves all other remedies available for the Consultant's failure to perform pursuant to the Agreement.

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

17. MISCELLANEOUS

- A. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and the Consultant.
- B. The Consultant shall be responsible for performance of all services required by this Agreement. The Consultant does not act as the City's agent or employee.
- C. The Consultant will not assign or sublet its obligations to perform the services required by this Agreement without the written consent of the City. The Consultant shall be as fully responsible to the City for the acts and omission of its Subconsultants, as it is for the acts and omissions of persons directly employed by the Consultant.

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

- D. In the event there are any disagreements between the City and the Consultant with regard to any of the requirements, specifications or interpretation of this Agreement, the Consultant agrees to defer to the reasonable interpretations of the City as, from time to time, may be made by the City. Ambiguities in the terms of this Agreement, if any, shall not be construed against the City.
- E. This Agreement shall be construed in accordance with the laws and City of Columbia Code of Ordinances and those of the State of South Carolina. The

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

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

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

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

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- J. The Consultant acknowledges, for itself and its Subconsultants, that it is subject to the provisions of the 1991 Ethics Reform Act (8-13-100, et seq, South Carolina Code of Laws, 1976, as amended). Under this Act, "A person may not, directly, or indirectly, give, offer, or promise anything of value to a public official, public member, or public employee with intent to:
1. influence the discharge of a public official's, public member's, or public employee's official responsibilities;
 2. influence a public official, public member, or public employee to commit, aid in committing, collude in, or allow fraud on a governmental entity; or,
 3. induce a public official, public member, or public employee to perform or fail to perform an act in violation of the public official's, public member's, or public employee's official responsibilities.
- "Anything of value" includes, but is not limited to, lodging, transportation, entertainment, food, meals, beverages, money, gifts, honorariums, discounts, and interest-free loans.
- K. In carrying out the service, the Consultant shall not discriminate against any employee or applicant for employment because of that employee or applicant's age, sex, gender, gender identity or expression, sexual orientation, race, religion, creed, color, disability, national origin, veteran or military status, political affiliation, or any other characteristic protected by federal, state, or local laws ("protected characteristic"). The Consultant shall take affirmative steps to ensure equal employment opportunities for all applicants for employment, without regard to their protected characteristics. For the purpose of this Non-Discrimination in Contracting Policy, the term "sex" includes medical needs and / or lactation needs arising from pregnancy, childbirth, or related medical conditions pursuant to the South Carolina Pregnancy

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- Accommodations Act, 2018 S.C. Act No. 244. This Non-Discrimination in Contracting Policy extends to all aspects of the Consultant's operations, including, but not limited to the Consultant's employment practices (including selection, hiring, assignment, re-assignment, training, promotion, transfer, compensation, layoff, leave of absence, return from layoff or leave of absence, discipline, and termination); selection of volunteers and vendors, and provision of services. The Consultant shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the government setting forth the provisions of this Non-Discrimination in Contracting Policy. The Consultant shall incorporate the provisions of this Non-Discrimination in Contracting Policy in all subcontracts for service work.
- L. This Agreement shall be binding upon the respondent and upon its successors and assignees. This Agreement shall be binding upon the City in accordance with its terms and provisions.
 - M. All of the reports, information, data, records or documents of any kind, prepared or assembled by the Consultant under this Agreement are matters of public record, but that the Consultant agrees that they shall only be made available to any individual or organization by the City and the Consultant shall not make them available to any individual or organization without the prior written approval of the City.
 - N. Every exhibit, schedule and appendix attached to this Agreement and referred to herein is hereby incorporated into this Agreement by reference unless this Agreement expressly provides otherwise. This Agreement, exhibits and other documents include, but are not limited to the Conflict of Interest Statement, Non-collusion Affidavit, Business Information Record for Subconsultants /Subcontractors, Local Business Enterprise, and Mentor Protégé Implementation forms are incorporated by reference in this Agreement and set forth the entire understanding between the parties hereto regarding the subject matter hereof.

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

CITY OF COLUMBIA, SOUTH CAROLINA

Witness

Teresa Wilson, City Manager

Date: _____

HYDROSTRUCTURES

Print: Name/Title

Signature

Date: _____

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APPROVED AS TO FORM


Legal Department City of Columbia, SC
12/22/2020

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List of Exhibits

Exhibit A – Scope of Services

Exhibit B – Schedule for Completion of Services

Exhibit C – Compensation

Exhibit D – Business Information Record for Subconsultants/Subcontractors

EXHIBIT A**SCOPE OF SERVICES**

City of Columbia
CIP # SS7582
Wastewater Collection System Manhole Survey

The services performed as a part of this Scope of Services include field work and technical engineering support to the City of Columbia for survey and mapping of the City's Minor sanitary sewer manholes. Survey data shall be collected for sewer system manholes in various sub-basins throughout the City's collection system that have not been previously surveyed under other City programs. The data collected from the survey work shall be used to verify manhole location, verify pipe connectivity, diameter, material and slope, and update the City's sanitary sewer GIS mapping. The intent of this project is to meet the requirements of the Sewer Mapping Program (SMP) which is a component of the Consent Decree under which the City is performing this work.

The general location of the project is shown in Figure 1 and consists of locations throughout the City's wastewater collection system.

Mandatory Requirements

1. Project Management and Administration

CONSULTANT shall manage the efforts of its project team members and sub-CONSULTANTS, assign manpower, delegate responsibilities, review work progress, monitor budget and schedule, and otherwise direct the progress of the work. As part of project administration, the CONSULTANT shall:

- Communicate with the City and Clean Water 2020 Project Manager through a single point of contact, the CONSULTANT's Project Manager.
- Throughout the project, the CONSULTANT shall maintain regular contact through the City's staff. This scope includes a kickoff meeting at the beginning of the project, monthly progress meetings, and weekly update conference calls. The CONSULTANT shall issue monthly Progress Meeting minutes within 5 days for each meeting during the project.
- Provide monthly schedule updates pertaining to CONSULTANT's portion of the work to the City. The schedule shall be included with an updated Monthly Progress Report and Work Summary to be submitted with a draft invoice to the OWNER for review. A project schedule shall be created and updated not less than monthly using Microsoft Project or Primavera software. The initial detailed project schedule shall be reviewed by the City before proceeding with the Scope of Services. All documents provided to the City for review and approval shall be provided in hardcopy and electronically in PDF format at a minimum.

SS7582 Wastewater Collection System Manhole Survey

- CONSULTANT shall utilize SharePoint, a web-based document storage, sharing, and controls website currently in use by the City, to share and file documentation of project progress, data, decisions, deliverables, design, and management of the project.
- CONSULTANT shall implement and adhere to internal quality control and quality assurance procedures and also ensure all work performed by sub-CONSULTANTS and sub-contractors meets these quality control and quality assurance procedures prior to the issuance of all deliverables.
- CONSULTANT shall develop a traffic control plan, utilize traffic control devices and provide traffic control as necessary throughout the project. The traffic control plan shall be subject to approval by the authority having jurisdiction prior to commencing with work.
- The CONSULTANT shall be responsible for public notification as required in section 1.03 of the specifications in Exhibit H.

2. Manhole Survey

CONSULTANT shall conduct manhole surveys at various locations throughout the City's sanitary sewer collection system. A summary of the technical requirements for the field survey work is provided below. Further information on the survey requirements is provided in the specifications for specific work identified in this scope of services. The CONSULTANT and all associated sub-contractors are responsible for any damages resulting from his/her operations relating to the work performed as a part of this scope.

- Before commencement of surveying activities, the survey crew shall daily "tie-in" to an existing benchmark with a documented location either by SCGS, NGS, or the local municipality or county. The benchmark used for each survey shall be noted in the survey submittal.
- Locate manholes within the project area and perform survey on each manhole to obtain:
 - Horizontal (X and Y) coordinates of the manhole rim
 - Elevations of the manhole rim, grade, manhole invert, and all incoming and outgoing pipe inverts
 - Diameters, general orientation, and materials of construction of all incoming and outgoing pipes
 - Digital photographs of the manhole as detailed in the specifications.
- Provide horizontal coordinates (X and Y) and elevations (Z) with survey-grade accuracy as described below:
 - All coordinates obtained will be provided in South Carolina State Plane Coordinates NAD 1983 (2011), International Feet (true state plane coordinates) and all elevations will be provided to the OWNER in NAVD '88 datum.

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- All vertical data collected will be accurate to within 0.15' (fifteen-hundredths of a foot). The procedures outlined in the current Standards of Practice Manual for Land Surveying in South Carolina as published by SCLLR shall be used to achieve this degree of accuracy whether using GPS methods or differential leveling.
- All horizontal data collected will be accurate to within 0.5 feet.
- If pipe size and material cannot be accurately determined from surface inspection, man-entry into the manhole may be required. In lieu of man-entry, CONSULTANT may use alternative inspection methods such as use of a pole camera to determine pipe size and material. For the purposes of this scope of work, it is assumed that man-entry/alternative inspection methods will be required for approximately 5 percent of the manholes to be surveyed. See Specifications for requirements.
- CONSULTANT shall follow all manhole pipe connections that are 8-inches in diameter and greater. Do not assume that the City's boundary information is accurate. New manholes shall conform to the naming convention in the Specifications.
- Some manholes are not easily accessible via vehicle. The CONSULTANT shall be responsible for accessing the manholes which may involve work in wooded and rural areas. In addition, conventional survey techniques may be needed to collect information for these features. CONSULTANT is required to perform a field verification before initiating the work to determine if assistance from the City is needed to gain access.
- CONSULTANT shall have all required tools to open and access manholes (universal wrench, metal detector, probe rod, etc.)
- Requirements for Locating Manholes:
 - A field kick-off meeting with the City's Wastewater Management Department is mandatory and is meant to instruct the CONSULTANT on what degree of effort is expected in locating manholes. CONSULTANT should not rely on the accuracy of the City's GIS to locate manholes and may request additional information (as-builts, etc.) if necessary. Other field methods including interpolation and CCTV may be required. Every reasonable effort shall be made to locate all manholes. CONSULTANT is expected to uncover buried manholes to the extent reasonable, except those manholes that are buried by pavement. CONSULTANT shall maintain a complete spreadsheet list and GIS map with an aerial of the manholes that could not be found, along with reasoning and efforts used to attempt to locate the manhole. CONSULTANT shall submit the list and map to the City's project representative monthly.
 - For manholes that are determined to be buried more than 6-inches beneath the ground or those that are beneath pavement, the City may assist in uncovering the manhole. The time frame for this assistance is dependent on the City's schedule and level of availability. The City may require a meeting with the surveyor on-site. Once the manhole is located, the

SS7582 Wastewater Collection System Manhole Survey

CONSULTANT shall return to the site to perform survey/ inspection at no additional cost for remobilization

- If manholes in the area of the scope of work are found to be owned by an entity other than the City, field work should stop in this area and the CONSULTANT should coordinate with the City on how to proceed. At a minimum the GIS data shall be updated to designate a different owner other than the City, as defined in the specifications. Prior to beginning work in a sub-basin, CONSULTANT shall review available GIS data for any assets labelled as Private and inquire about the need to survey these areas.
- At the completion of the field surveying activities within each project area, CONSULTANT shall prepare a surveyor's report containing quantity counts of the items surveyed and a narrative describing the survey procedures used. The final report shall be signed and sealed by a licensed land surveyor in the state of South Carolina.

3. Data Management and GIS Updates

Data management is an imperative aspect to this project. CONSULTANT shall use the data collected through manhole surveys to update the City's GIS geodatabase. Prior to the CONSULTANT commencing work in an area, the City will provide a copy of the most recent version of the sewer network assets in an Esri file geodatabase (10.x) format. The CONSULTANT shall update the sewer GIS data based on survey information collected during this project. The data management task shall include the following activities:

- Review of Existing Asset Information – The CONSULTANT shall review the GIS mapping provided. The City shall provide updated GIS files as changes are made to the data over the course of the project and the latest GIS files should always be used by the CONSULTANT.
- Data Compilation – The CONSULTANT shall maintain a single, combined set of surveyed points representing the manholes collected during the project by all survey teams. The combined file shall be maintained and updated as survey teams return to the office such that future data provided to the survey teams will show manholes that have been previously located.
- Data Quality Control Review – CONSULTANT shall utilize the City approved database software and management tools to perform quality control and review of all data collected during the project. CONSULTANT to follow quality control and continuity check requirements indicated in the specifications. All feature-related problems or questions should be addressed in the COMMENTS field of the GIS feature.

4. Deliverables and Method of Payment

The CONSULTANT shall be paid for services described in the above requirements on a per-asset basis per the unit prices in Exhibit B. As a condition of payment, the CONSULTANT shall submit deliverables for completed survey within each sub-area as follows:

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- Deliverables shall be submitted on a monthly basis.
- Deliverables shall include an Esri file geodatabase in 10.x format with all required fields updated and reviewed per the quality checks in the specifications, digital photos, surveyor's report (signed and sealed), and any additional supporting documentation for each manhole requested for payment.
- Deliverables shall include complete information (as listed above) for each manhole requested for payment.
- Deliverables shall be submitted in a digital format on two external hard/thumb drives per the specifications.

Each pay application must be accompanied by the proper supporting documentation as outlined in this scope of services and accompanying exhibits. At no time will payment be made to the CONSULTANT until all supporting documentation is received.

Pay applications shall be based on the number of manholes located and updated in GIS per month. The CONSULTANT will initially be paid 80% of the agreed upon unit cost for each manhole updated. The City will review each submittal provided by the CONSULTANT and notify the CONSULTANT of any deficiency found for correction and resubmittal. Once each submittal has been approved by the City, the CONSULTANT will be paid the remaining 20% of the unit cost agreed upon for each manhole. The City estimates that each submittal may take up to four weeks to review, however review times may vary.

Any manholes included in the contractor work summaries that are noted as Missing (cannot locate, cannot access, does not exist, etc.) will be paid 20 percent (20%) of the unit cost agreed upon for each manhole. These manholes will be paid according to the above payment schedule once the manhole has been found, surveyed, and data has been delivered to the City.

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ATTACHMENT A TO EXHIBIT A

RESPONSIBILITIES OF THE OWNER

The responsibilities of the CITY as described in Exhibit A are amended and supplemented as described below.

The CITY agrees to perform the following:

- Provide assistance in gaining access to all sewers and sewer easements for which field services will be provided.
- Notify Consultant of property owners who may pose problems with Consultant's ability to safely gain access to manholes and assist the Engineer with gaining safe access.
- For manholes and sewer line that may be surrounded by water of depth over 8" or require access to the right-of-way through water, assist Consultant by providing use of the City's amphibious, all terrain, off-road vehicle (Argo).
- Provide access to locked manholes.
- Respond to requests for information and review deliverables in a timely manner.
- Pay all permitting and other local fees that may arise from the work completed as part of this Agreement.
- Provide independent quality assurance testing required by the specifications or deemed reasonable by Consultant and CITY.
- Provide available data as requested in the agreement.

2021 Schedule - SS7582 - Manhole Survey

	New Basin	Post Construction	Previously Unfound
January	200	0	100
February	200	80	100
March	200	80	100
April	200	65	100
May	155		100
June	final data submittal	final data submittal	final data submittal
	955	225	500

EXHIBIT C

COMPENSATION

City of Columbia
CIP # SS7582
Wastewater Collection System Manhole Survey

The work to be performed for field work and technical engineering support to the City of Columbia for survey and mapping of the City's Minor sanitary sewer manholes is billed on a unit cost. Compensation for services provided under this Scope of Services, as outlined in Exhibit A, Scope of Services, is estimated to be a total of \$424,750. Table 1 summarizes the estimated cost for the project.

Table 1
Fee Summary

Task	Description	Unit	Unit Cost	Quantity	Total
1	Manhole Survey, new basin	EA	\$100.00	955	\$95,500.00
2	Manhole Survey, post construction	EA	\$140.00	225	\$31,500.00
3	Manhole Survey, previously unfound manholes	EA	\$240.00	500	\$120,000.00
4	CCTV to locate	LF	\$3.75	45,000	\$168,750.00
5	Heavy Cleaning (more than 3 passes)	LF	\$2.00	4,500	\$9,000.00
6			\$0.00		\$0.00
7			\$0.00		\$0.00
8			\$0.00		\$0.00
9			\$0.00		\$0.00
10			\$0.00		\$0.00
Total of Contract					\$424,750.00

APPENDIX - Business Information Record for Subconsultants/Subcontractors

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

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

Business Name (as shown on W9 or SAM.gov) / DUNS # & CAGE # (If Applicable)	City of Columbia Vendor number	Services and/or Materials Provided	Cost of Services and/or Material (\$ Value)	Percentage of Total Contract	MBE, WBE, SBE, DBE, LBE, CDBE (indicate all that apply)	Minority Association Code (If applicable - Use 2 letter Cod - See Key Below)
Desa	V000544	Manhole Inspection	\$21,200.00	5 %	SB, SDB, WOSB	BF
Construction Support Services	V014545	Survey	\$30,000.00	7 %	MBE, D&G	AM
				%		
				%		
				%		
				%		

Key: Minority/Women Owned Business Enterprise Association Code

AF – Asian American Female

AM – Asian American Male

BF – African American Female

BM – African American Male

FB – Non-Minority Female Owned

HF – Hispanic American Female

HM – Hispanic American Male

NF – Native American Female

NM – Native American Male

COMBINED TOTAL SUB AMOUNT \$ 51,200.00

TOTAL CONTRACT AMOUNT: \$ TBD

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

Business Name: - Hydrostructures

Representative Name/Title: Mike Ping / Sr Project Manager

Date: 11/30/2020

Business Information for Subconsultants/Subcontractors- Continued

Attachment: APPROVED Final Agreement with Hydrostructures for SS7582 (6411 : SS7582 Wastewater Collection System Manhole Survey)

List information for each Subcontractor or Subconsultant below.**1) Subcontractors Company information (Primary/Main office location)**

Desa	
Company Name	
400 Percival Road	
Physical Address	
Mailing Address	
Columbia SC 29206	
City/State Zip Code + 4	
() 803 743 1124	()
Phone number	Fax number
Diane Sumpter	
Primary Contact Name	Secondary Contact Name
dianes@desainc.com	
Primary Contact Email Address	Secondary Contact Email Address
57-0816144	V000544
Federal ID #	Vendor #

2) Subcontractors Company information (Primary/Main office location)

Construction Support Services	
Company Name	
1318 RL Coward Road	
Physical Address	
Mailing Address	
Hopkins SC 29061	
City/State Zip Code + 4	
() 803-773-3581	()
Phone number	Fax number
Jay Joshi	
Primary Contact Name	Secondary Contact Name
jsjoshi@constructionssupportsc.com	
Primary Contact Email Address	Secondary Contact Email Address
57-1094906	V014545
Federal ID #	Vendor #

3) Subcontractors Company information (Primary/Main office location)

Company Name

Physical Address

Mailing Address

City/State Zip Code + 4

()
Phone number

()
Fax number

Primary Contact Name

Secondary Contact Name

Primary Contact Email Address

Secondary Contact Email Address

Federal ID #

Vendor #

4) Subcontractors Company information (Primary/Main office location)

Company Name

Physical Address

Mailing Address

City/State Zip Code + 4

()
Phone number

()
Fax number

Primary Contact Name

Secondary Contact Name

Primary Contact Email Address

Secondary Contact Email Address

Federal ID #

Vendor #

5) Subcontractors Company information (Primary/Main office location)

Company Name

Physical Address

Mailing Address

 City/State Zip Code + 4

 (____) _____
 Phone number

 (____) _____
 Fax number

 Primary Contact Name

 Secondary Contact Name

 Primary Contact Email Address

 Secondary Contact Email Address

 Federal ID #

 Vendor #

6) Subcontractors Company information (Primary/Main office location)

 Company Name

 Physical Address

 Mailing Address

 City/State Zip Code + 4

 (____) _____
 Phone number

 (____) _____
 Fax number

 Primary Contact Name

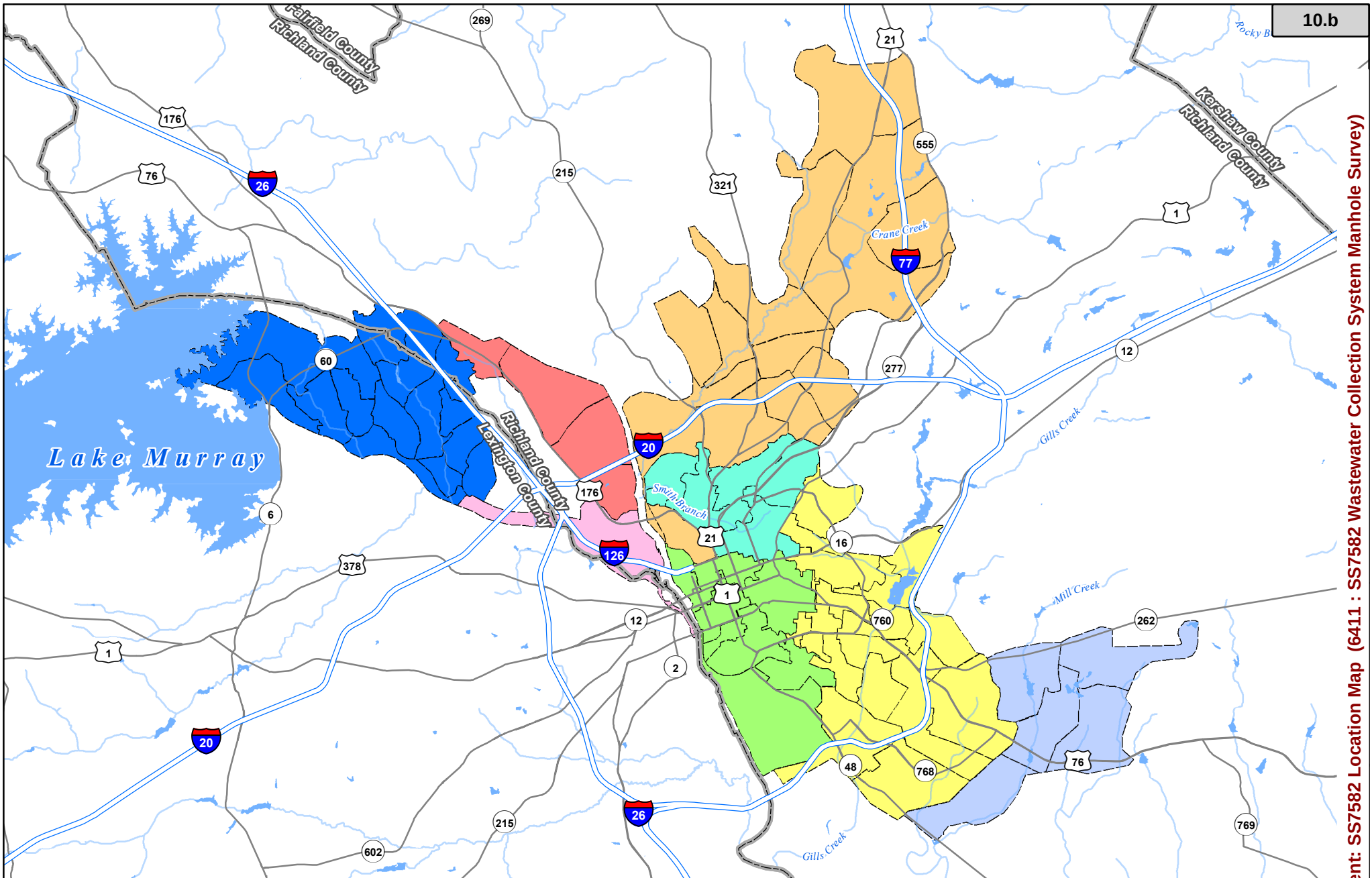
 Secondary Contact Name

 Primary Contact Email Address

 Secondary Contact Email Address

 Federal ID #

 Vendor #



Clean Water 2020
All Columbia's Goals Year For Clean Water



City Hall



Metro WWTP



Broad River



Crane Creek



Gills Creek



Mill Creek



Rocky Branch



Saluda River



Smith Branch



West Columbia



1 inch = 3 miles

0 0.5 1 2 3
Miles

SS7582 Wastewater Collection System Manhole Survey

Prepared For: **Packet Pg. 212**

SS7582 Location Map (6411 : SS7582 Wastewater Collection System Manhole Survey)

Contract Amendment #7

WM4326 Water Tank Maintenance and Repainting

ENGRFP006-13-14
Utility Service Company, Inc.

December 11, 2020

Description of Change: Request change in Agreement for Professional Services between the City of Columbia (City) and Utility Service Company, Inc. (Consultant) dated November 18, 2014 (Agreement), to provide funding for year seven (7) of the contract.

Amendment #6 exercised the option to extend the contract for the last of the two (2) additional three (3) year periods of performance culminating in a total of nine (9) years of performance as approved in the contract. The revised performance schedule and pricing for years seven (7) – nine (9), November 18, 2020 – November 17, 2023, is provided herein.

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 Award (Monetary Award and Term of Three (3) Years) 11/18/2014 – 11/17/2017; P148544	\$100,985.00
Contract Amendment #1 (Funding Increase); P155855	\$250,369.00
Contract Amendment #2 (Funding Increase); P163382	\$507,907.00
Contract Amendment #3 (Funding Increase; Provide Revised Schedule; Contract Extension 11/18/2017 – 11/17/2020); P170784	\$359,323.00
Contract Amendment #4 (Funding Increase; Provide Revised Schedule); P170784	\$464,404.00
Contract Amendment #5 (Funding Increase; Provide Revised Schedule); P184314	\$421,982.00
Contract Amendment #6 (No Cost Time Extension 11/18/2020 – 11/17/2023); R208314; PENDING	\$00.00
Current Contract Total:	\$2,104,970.00
This Change Amendment #7 (Increase Funding); R208314	\$645,742.00
Revised Contract Price:	\$2,750,712.00

INTENTIONALLY LEFT BLANK

This Change is Acceptable:

Name of Firm

Utility Service Company, Inc.

City of Columbia

Office of the City Manager

G. David Forrester

Print Name **VP, Tank Services & Water Quality
LOB**

Signature 

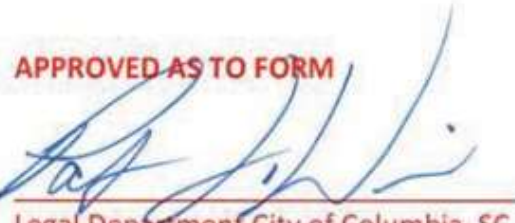
Teresa Wilson, City Manager

Signature

December 22, 2020

Date

Date

APPROVED AS TO FORM

Legal Department City of Columbia, SC
12/15/2020

Option 3 Three Year Invoicing 2020-2023

Melrose Tank 1 Coat 72 System

INVOICING					Year 7-9 Invoicing
Customer Tanks	7	8	9		
Ames Road Tank; 500,000G Elevated	\$ 2,203	\$ 631	\$ 2,101	\$	4,935
Canal Plant Tank; 150,000G Elevated	\$ 2,000	\$ 81,039	\$ 2,101	\$	85,140
Chapin Tank; 150,000G Elevated	\$ 678	\$ 631	\$ 647	\$	1,955
Cushman Tank; 2,150,000G Standpipe	\$ 141,490	\$ 2,050	\$ 647	\$	144,187
Fairfield Tank; 2,000,000G Standpipe	\$ 153,083	\$ 2,050	\$ 647	\$	155,780
Fort Jackson North Tank; 2,000,000G GST	\$ 137,912	\$ 2,050	\$ 647	\$	140,609
Fort Jackson South Tank; 2,000,000G GST	\$ 2,000	\$ 631	\$ 146,562	\$	149,193
Hobart Tank; 500,000G Elevated	\$ 154,322	\$ 631	\$ 2,101	\$	157,054
Horseshoe Tank; 1,500,000G Elevated	\$ 2,203	\$ 631	\$ 2,101	\$	4,935
Lake Murray Tank; 500,000G Standpipe	\$ 2,000	\$ 631	\$ 69,632	\$	72,263
Lower Richland Tank; 250,000G Elevated	\$ 2,203	\$ 631	\$ 2,101	\$	4,935
Melrose Tank; 1,500,000G Elevated	\$ 615	\$ 363,267	\$ 647	\$	364,529
Monticello/Bible Tank; 300,000G Elevated	\$ 2,203	\$ 631	\$ 2,101	\$	4,935
New Ballentine Tank; 2MG Composite	\$ 2,203	\$ 631	\$ 2,101	\$	4,935
New Genstar Tank; 2MG Composite	\$ 2,203	\$ 631	\$ 2,101	\$	4,935
Rimer Pond Road Tank; 2,000,000G Composite	\$ 678	\$ 2,050	\$ 647	\$	3,375
San Marco Tank; 1,000,000G Standpipe	\$ 2,203	\$ 631	\$ 2,101	\$	4,935
St. Andrews Tank; 1,500,000G Elevated	\$ 678	\$ 2,050	\$ 647	\$	3,375
St. James Tank; 2,000,000G Standpipe	\$ 678	\$ 2,050	\$ 647	\$	3,375
Summit Avenue Tank; 250,000G Elevated	\$ 615	\$ 114,579	\$ 647	\$	115,841
Upper Richland Tank; 250,000G Elevated	\$ 678	\$ 2,050	\$ 647	\$	3,375
Village at Sandhill Tank; 2,000,000G Composite	\$ 678	\$ 2,050	\$ 647	\$	3,375
Wales Garden Tank; 1,500,000G Elevated	\$ 2,000	\$ 631	\$ 344,885	\$	347,516
Woodfield Tank; 250,000G Elevated	\$ 678	\$ 2,050	\$ 647	\$	3,375
Emergency Services - All Tanks	\$ 29,538	\$ 30,277	\$ 31,034	\$	90,849
TOTAL INVOICING	\$ 645,742	\$ 615,184	\$ 618,786	\$	1,879,711

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
 Exhibit B – Form of Joinder Agreement
 Exhibit C – Accountability Resolution
 Exhibit D – Description of Infrastructure Credit
 Exhibit E – Description of Claw Back

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		
• [Contract Minimum Jobs Requirement]		
• Investment Period		
• Assessment Ratio		
• Millage Rate		
• Fixed or Five-Year Adjustable Millage		
• Claw Back Information		
Multicounty Park		
[Infrastructure Credit]		
• [Brief Description]		
• [Credit Term]		
• [Claw Back Information]		
Other Information		

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.