



COLUMBIA CITY COUNCIL MEETING AGENDA TUESDAY, FEBRUARY 19, 2019

The Columbia City Council will conduct a Work Session at 2:00 p.m. & Meeting at 6:00 p.m. on Tuesday, February 19, 2019 at the Busby Street Community Center, 1735 Busby Street, Columbia, SC 29203.

The Honorable Mayor Stephen K. Benjamin

The Honorable Sam Davis, District I ▪ The Honorable Tameika Isaac Devine, At-Large

The Honorable Moe Baddourah, District III ▪ The Honorable Howard E. Duvall, Jr., At-Large

The Honorable Edward H. McDowell, Jr., District II ▪ The Honorable Daniel J. Rickenmann, District IV

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

WORK SESSION - 2:00 P.M.

CALL TO ORDER

INVOCATION

FINANCIAL REPORT

1. Ms. Jan Alonso, Finance Director will be present to answer questions regarding the December 2018 Financial Report.

CITY COUNCIL DISCUSSION

2. Office of Business Opportunities' Program Updates - Ms. Melissa Lindler, Office of Business Opportunities Director

FISCAL YEAR 2019/2020 BUDGET WORKSHOP

3. Columbia City Council Retreat Report - Ms. Teresa Wilson, City Manager
4. General Fund Revenue Projections and Community Promotions Funding - Mr. Jeff Palen, Assistant City Manager/Chief Financial Officer, Ms. Melisa Caughman, Budget and Program Management Director, Ms. Ginger Fanning, Grants Coordinator / Community Projects Liaison

EXECUTIVE SESSION



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

Water

6. 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)

*Finlay Park
Municipal Complex
Re-Simplify*

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

Boys and Girls Club - sublease of Norman Arnold Center

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

Housing Authorities

COUNCIL MEETING - 6:00 P.M.

PLEDGE OF ALLEGIANCE

INVOCATION

ADOPTION OF THE AGENDA

PUBLIC INPUT RELATED TO ITEMS ON THE AGENDA

APPROVAL OF MINUTES

9. Council is asked to approve the February 5, 2019 City Council Meeting Minutes.

CONSENT AGENDA ITEMS 10 THROUGH 29

10. Council is asked to approve a Hardware Maintenance and Service Contract, as requested by the Information Technology Department. Award to the Hewlett Packard Enterprise



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Company, using SC State Contract #4400011431 in the amount of \$55,165.60. This vendor is located in Roseville, CA.

Funding Source: Information Technology - Maintenance and Service Contract 1011120-638200. The original budget amount is \$55,165.60.

11. Council is asked to approve a contract for the Ensor-Keenan House Asbestos Abatement Re-Bid Project, as requested by the Parks and Recreation Department. Award to Eastern Environmental, Inc. in an amount not to exceed \$99,850.00. This firm is located in Hampstead, NC.

Funding Source: 1015104-636600. The original budget amount is \$100,000.00.

12. Council is asked to approve the purchase of Custom Vertical Storage Racks for the Wastewater Maintenance Division, as requested by Columbia Water. Award to Patterson Pope in the amount of \$64,225.88. The vendor is located in Cincinnati, OH.

Funding Source: Utilities Wastewater Maintenance; Hardware & Building Material - 5516205-623200 - The original budget amount is \$65,000.00.

13. Council is asked to approve the purchase of a Mini Hydraulic Excavator for the Water Distribution Division, as requested by Columbia Water. Award to Blanchard Machinery Company, a Local Business Enterprise, using SC State Contract #4400018718 in the amount of \$126,762.00. This vendor is located in West Columbia, SC.

Funding Source: Utilities Water Distribution and Maintenance- Autos & Trucks Capital 5516203-658500. The original budgeted amount is \$126,762.00.

14. Council is asked to approve a Contract for Project SS7504; Saluda River Pump Station Power Pack Platform Construction, as requested by Columbia Water. Award to Shady Grove Construction, LLC, a certified Minority Business Enterprise and a certified Local Business Enterprise in an amount not to exceed \$179,052.50, which includes contingency funding. This firm located in Irmo, SC.

Funding source will be provided from 2539999 - SS750402 - 638400. The original budgeted amount is \$180,000.00.

The following subcontractors will provide additional services/materials:

Sanders Welding of Newberry, SC will provide structural steel at 10.4% (\$17,000.00) of the total contract value.



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Capitol Concrete of Lexington, SC, a certified LBE, will provide concrete at 6.4% (\$10,350.00) of the total contract value.

Fortiline Waterworks of Columbia, SC will provide pipe and appurtenances at 2.5% (\$4,000.00) of the total contract value.

15. Council is asked to approve an Agreement for Project SS7306; Wastewater Collection Flow Monitoring Services, as requested by Columbia Water. Award to Woolpert, Inc. in the amount of \$184,560.00. This firm is located in Columbia, SC.

Funding Source: 5511706-638305 - The original budget amount is \$250,000.00.

This is a Clean Water 2020 Program Project.

16. Council is asked to approve an Engineering Services Agreement for Project SD8443; Sumter & Marion Bioretention, as requested by Columbia Water. Award to Goodwyn, Mills, & Cawood in the amount of \$295,850.00. This firm is located in Columbia, SC.

Funding Source: 5549999-SD8443-658650 - The original budget amount is \$295,850.00.

This is a Mentor Protégé Program Project. Goodwyn, Mills & Cawood, Inc. of Columbia, SC is the Mentor and will provide technical consulting support, evaluate the topography along the identified routes, design stormwater bioretention facilities to capture and treat stormwater runoff, coordinate the design, and perform engineering and design services at 74.9% (\$221,600.00) of the contract value. Chao & Associates a DBE of Columbia, SC is the Protégé and will assist in project management and provide field-run survey for initial project data collection and record drawing preparation at 25.1% (\$74,250.00) of the contract value.

17. Council is asked to approve project WM4399; water line relocation along Alpine Road and Old Percival Road, as requested by Columbia Water. Award to South Carolina Department of Transportation (SCDOT) in the amount of \$314,622.00.

Fiscal Year 2018/2019 CIP Project WM335519-Utility Conflicts Annual. The original budget amount is \$402,731.00

18. Council is asked to approve an Engineering Services Agreement for Project SD8325; Shandon Phase II, as requested by Columbia Water. Award to Cox & Dinkins, in the amount of \$356,920.00. This firm is located in Columbia, SC.

Funding Source: 5549999-SD8325-658650 - The original budget amount is \$375,000.00.



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The total contract value for the Phase II Shandon Rosewood watershed and stormwater network is \$356,920. The Shandon/Rosewood Project is a multi-phase concept and this phase will consist of a drainage study only. Although the overall project is designated as MPP, the mentor-protégé relationship will not be used until a later phase providing the Protégé with an opportunity to complete engineering design and construction documents for recommended projects resulting from the drainage study.

Cox & Dinkins, Inc., of Columbia SC, will provide services to update and expand the former drainage analysis for this phase at 81.9% (\$292,420.00).

The following sub-consultants will provide additional services:

F&ME Consultants, of Columbia, SC will provide services at 11.0% (\$39,500) of the contract value.

Cumming, Inc., of Columbia, SC will provide services at 7.0% (25,000) of the contract value.

19. Council is asked to approve an Agreement for Project SS7470; Lower Crane Creek Sewer Relief Phase I, as requested by Columbia Water. Award to Weston & Sampson in the amount of \$768,835.00. This firm is located in Columbia, SC

Funding Source: 5529999-SS747001-658650. - The original budget amount is \$1,000,000.00.

This is a Clean Water 2020 Program Project and Mentor Protégé Program Project. Weston & Sampson of Columbia, SC is the Mentor and will provide technical consulting for a sewer line capacity enhancement project, to include the evaluation of alternative alignments, and engineering services at 60.6 % (\$465,735.00) of the contract value. Carper Civil Consulting of Columbia, SC (DBE(W)) is the Protégé and will provide engineering design at 20.1 % (\$154,600.00) of the contract value.

The following sub-consultants will provide additional services:

Glenn Associates Surveying, of Jenkinsville, SC will provide services at 10.3% (\$79,200.00) of the contract value.

Civil Engineer Consulting Services, of Columbia, SC will provide services at 1.6% (\$12,000.00) of the contract value.

F&ME Consultants, of Columbia, SC will provide services at 5.5% (\$42,300.00) of the contract value.

Cygnus Environmental, of Cordesville, SC will provide services at 1.9% (\$15,000.00) of the contract value.

20. Council is asked to amend a motion that was previously adopted on February 5, 2019 to approve a Contract for the Metro Wastewater Treatment Plant Levee Improvements, as requested by Columbia Water. Award to Stutts & Williams, LLC in an amount not to



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exceed \$906,582.95, which includes contingency funding. This firm is located in Lexington, SC.

Funding Source: 5529999-SS7171-658650. The original budgeted amount is \$1,700,000.00.

This project has been designated as a Mentor Protégé Program Project. The amended participation percentages are as follows: Stutts & Williams, LLC, a certified LBE, will be the Mentor for this project and will be performing 14.4% (\$113,333.00) of the total contract value. Hammerhead Utilities, LLC of Columbia, SC will be the Protégé and will be providing clearing and erosion control services at 85.6% (\$675,000.00) of the total contract value.

21. Council is asked to approve the Flood Recovery Program Management 2019 Staffing and Services Plan, as requested by the Budget and Program Management Office. Award to Landmark Consulting, a Minority Business Enterprise in the amount of \$3,492,327.88. This firm is located in Columbia, SC.

Funding Source: Flood Recovery 2531116 and will be charged to each grant according to the services provided. The original budgeted amount is \$3,750,000.00.

22. Council is asked to approve a Contractual Services Agreement for the Advanced Metering Infrastructure Project, as requested by Columbia Water. Award to Badger Meter, in the amount of \$38,774,252.65. This firm is located in Milwaukee, WI.

Funding Source: 5529999-WM435401-658650 - The original budget amount is \$40,000,000.00.

The total project cost is \$38,774,252.65 of which \$27,004,681.50 is material cost, \$10,679,636.15 is meter installation cost, and \$1,089,935.00 is O&M cost for years 1-3. In accordance with the Columbia Disadvantage Business Enterprise Program (CDBE) Guidelines, the cost of equipment purchased or leased may not count toward CDBE credit. Although the total project cost is \$38,774,252.65, only \$10,679,636.15 (meter installation) can be assigned a CDBE goal.

Meter Installation =	\$10,679,636.15
Initial Capital Cost =	\$27,004,681.50 (of which a CDBE goal cannot be assigned)
O&M Years 1-3 =	<u>\$1,089,935.00</u>
Total =	\$38,774,252.65

Based on the methodology utilized to calculate the local availability of DBEs ready, willing, and able to perform, a CDBE goal of 25% was placed on the total cost of the meter installation (\$10,679,636.15).



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Farmer Construction, LLC, a CDBE of Columbia, SC will provide installation services at \$1,815,538.15 and AOS Contractors, a CDBE of Lexington, SC will provide construction-concrete services for meter installation at \$884,273.87. The CDBE goal was met at \$2,699,812.02, accounting for 25.28% of total meter installation and 7.16% of the total project cost (not including O&M). Another sub-consultant, XtraLight Manufacturing, Ltd., of Raleigh, NC, will also provide installation of water meters, project management of installations, inventory management and control services at \$7,979,824.

23. Ordinance No.: 2019-011 Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 14, Offenses and Miscellaneous Provision, Article IV, Offenses Against the Public Peace and Order to add Sec. 14-107 Careless operation of drone

First reading approval was given on February 5, 2019.

24. Resolution No.: R-2019-008 Authorizing consumption of beer and wine only within Boyd Plaza adjacent to the Columbia Museum of Art Gala Fundraiser on Saturday March 9, 2019
25. Resolution No.: R-2019-009 Authorizing consumption of beer and wine only within Boyd Plaza adjacent to the Columbia Museum of Art for Arts and Draughts on Fridays, March 22, 2019, June 21, 2019, August 23, 2019 and November 15, 2019
26. Resolution No.: R-2019-010 Authorizing consumption of beer and wine only within Boyd Plaza adjacent to the Columbia Museum of Art for Hamptons on Hampton on Friday, May 31, 2019
27. Resolution No.: R-2019-011 Authorizing consumption of beer and wine only at the NPHC Greek Explosion on Saturday, March 30, 2019 in the 1600 block of Blanding Street adjacent to the Robert Mills House and Hampton Preston Mansion
28. Resolution No.: R-2019-015 Authorizing consumption of beer and wine only within Boyd Plaza adjacent to the Columbia Museum of Art for the 13th Annual Indie Grits Film Festival on Saturday, March 30, 2019
29. Resolution No.: R-2019-012 Authorizing consumption of beer and wine only at Soda City Yard Sale Market on Saturday, April 27, 2019 with a rain contingency of Saturday, May 4, 2019

PRESENTATIONS



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**COLUMBIA CITY COUNCIL MEETING AGENDA
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- 30. Recognition of Sergeant Jeffrey Brink as the 2018 Employee of the Year - Police Chief William "Skip" Holbrook, Columbia Police Department
 - 31. Recognition of Ms. Victoria Riles as the February Employee of the Month - Mr. Robert Anderson, Public Works Director and Ms. Marli Drum, Animal Services Superintendent
 - 32. Phi Theta Kappa Weekend Proclamation - The Honorable Mayor Stephen K. Benjamin
 - 33. Introduction of I Am Super Beauty - Ms. Tiffany "TiffanyJ" Wider, Owner & Creator of Super Beauty, Inc.
 - 34. Save Our Kids - Mr. Lee Carroll **Deferred**

OTHER MATTERS

- 35. Bicycle Pedestrian Advisory Committee (BPAC) Report to Council - Mr. Scott Thorp and Mrs. Christina Galardi, Co-Chairs / BPAC
- 36. Columbia Housing Authority

RESOLUTIONS

- 37. Resolution No.: R-2019-006 Authorizing Condemnation for Easement Acquisition for Water Main Extension along Hard Scrabble Road along Property Identified as Richland County TMS#20500-03-14 and TMS#20500-03-15; CIP Project #WM3635; CF#250-351
- 38. Resolution No.: R-2019-019 Urging the State of South Carolina Legislature to Support Passage of the Equal Rights Amendment

APPOINTMENTS

- 39. Greater Columbia Community Relations Council
- 40. Bicycle Pedestrian Advisory Committee
- 41. Hospitality Tax Advisory Committee
- 42. Historic Columbia Foundation

CONSIDERATION OF MATTERS DISCUSSED DURING THE WORK SESSION



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**COLUMBIA CITY COUNCIL MEETING AGENDA
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CITY COUNCIL COMMITTEE REPORTS/REFERRALS

APPEARANCE OF THE PUBLIC

ADJOURNMENT



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MEETING DATE: February 19, 2019

DEPARTMENT: Finance

FROM: *Jan Alonso, Finance Director*

SUBJECT: Ms. Jan Alonso, Finance Director will be present to answer questions regarding the December 2018 Financial Report.

REQUISITION NO.: Ms. Jan Alonso, Finance Director

FUNDING SOURCE AND ORIGINAL BUDGET AMOUNT:

ATTACHMENTS:

- **#a:** December Council Report-Revised (PDF)

City of Columbia
General Fund Summary - Revenue and Expenditures - Current to Prior Year Variance
December 31, 2018

	ACTUAL PRIOR YEAR FY 2017/18	BUDGET CURRENT YEAR FY 2018/19	ACTUAL PRIOR YEAR THRU DEC 2017	ACTUAL CURRENT YEAR THRU DEC 2018	ACTUAL CURRENT TO PRIOR VARIANCE	% ANNUAL BUDGET
REVENUE						
1 GENERAL PROPERTY TAX	55,857,362	57,413,298	11,670,999	10,453,519	(1,217,480)	18.2%
2 LICENSES AND PERMITS	40,794,142	41,441,360	2,499,914	2,421,492	(78,422)	5.8%
3 FROM OTHER AGENCIES	15,707,564	16,113,090	2,415,323	1,772,754	(642,569)	11.0%
4 CURRENT SERVICE CHARGES	12,753,286	12,702,890	6,242,812	6,401,347	158,535	50.4%
5 FINES & FORFEITURES	711,132	868,000	451,798	550,143	98,345	63.4%
6 SPECIAL EVENTS	126,108	80,300	87,907	44,911	(42,996)	55.9%
7 MISCELLANEOUS REVENUE	736,855	120,000	50,920	(27,290)	(78,210)	-22.7%
8 INTEREST ON INVESTMENT	53,819	200,000	3,550	99,333	95,783	49.7%
9 RENTS & SALE OF PROPERTY	353,032	397,000	143,895	332,102	188,207	83.7%
10 TOTAL REVENUE	127,093,300	129,335,938	23,567,118	22,048,311	(1,518,807)	17.0%
TRANSFERS IN						
11 FROM CAPITAL LEASE PROCEEDS	4,149,539	0	2,851,616	2,195,503		0.0%
12 FROM ACCOMMODATIONS TAX	25,000	25,000	25,000	12,500	(12,500)	50.0%
13 FROM HOSPITALITY TAX	3,700,000	3,700,000	1,850,000	1,850,000	0	50.0%
14 FROM GO BOND PROCEEDS	348,539	8,000,000	298,946	0	(298,946)	0.0%
15 FROM WATER & SEWER OPERATING	4,189,680	4,189,680	2,094,840	2,094,840	0	50.0%
16 FROM STORMWATER OPERATING	0	560,000	280,000	0	0	
17 FROM PARKING FUND	500,000	500,000	250,000	250,000	0	50.0%
18 FROM OTHER FUNDS	910,259	0	0	280,000	280,000	#DIV/0!
19 UN-APPROPRIATED SURPLUS	0	2,430,206	0	0		0.0%
20 TOTAL TRANSFERS IN	13,823,018	19,404,886	7,650,402	6,682,843	(967,559)	34.4%
21						
22 TOTAL GEN FUND REV & TRF	140,916,318	148,740,824	31,217,520	28,731,154	(2,486,366)	19.3%
23						
EXPENDITURES - DEPARTMENTS						
24						
25 LEGISLATIVE - MAYOR & CITY COUNCIL	769,973	854,167	356,460	308,429	(48,031)	36.1%
26 ADMINISTRATION - CITY MANAGER	574,289	655,463	270,664	258,973	(11,691)	39.5%
27 ADMINISTRATION - GOV'T AFFAIRS	446,005	395,306	233,415	170,685	(62,730)	43.2%
28 ADMINISTRATION - ACM OPERATIONS	0	472,505	164,046	221,406	57,360	46.9%
29 ADMINISTRATION - ACM-CFO	208,170	233,478	97,369	97,656	287	41.8%
30 ADMINISTRATION - SR. ASSISTANT CM	288,098	175,476	206,466	43,605	(162,861)	24.8%
31 HUMAN RESOURCES	1,086,648	1,135,948	494,940	501,681	6,741	44.2%
32 BUDGET & PROG MGMT OFFICE	342,784	389,558	177,791	171,974	(5,817)	44.1%
33 PUBLIC RELATIONS	764,945	783,435	321,348	341,503	20,155	43.6%
34 COUNCIL SUPPORT SERVICES	507,910	390,295	188,167	185,609	(2,558)	47.6%
35 LEGAL	2,027,009	2,198,110	833,048	892,450	59,402	40.6%
36 MUNICIPAL COURT	2,670,450	2,183,155	1,271,399	1,120,084	(151,315)	51.3%
37 FINANCE	1,838,567	2,053,267	919,854	875,624	(44,230)	42.6%
38 OFFICE OF BUSINESS OPPORTUNITIES	832,950	927,365	347,644	348,561	917	37.6%
39 COMMUNITY DEVELOPMENT	321,533	376,180	184,474	175,680	(8,794)	46.7%
40 DEVELOPMENT SERVICES	3,301,142	3,955,421	1,564,714	1,663,524	98,810	42.1%
41 POLICE	42,325,905	41,159,410	19,492,605	19,147,375	(345,230)	46.5%
42 EMERGENCY OPERATIONS	274,521	781,098	80,723	209,192	128,469	26.8%
43 911 EMERGENCY COMMUNICATIONS	3,059,402	3,058,656	1,446,932	1,357,614	(89,318)	44.4%
44 FIRE	22,589,337	23,612,661	10,682,312	9,291,154	(1,391,158)	39.3%
45 PARKS & RECREATION	12,421,265	13,324,711	5,642,376	5,853,311	210,935	43.9%
46 PUBLIC WORKS	17,671,167	19,386,717	8,240,914	8,044,862	(196,052)	41.5%
47 GENERAL SRVCS/SUPPORT SERVICES	1,649,070	2,301,973	619,749	762,224	142,475	33.1%
48 INFORMATION TECHNOLOGY	3,822,913	4,219,960	2,144,090	2,261,141	117,051	53.6%
49 TOTAL DEPARTMENT	119,794,053	125,024,315	55,981,500	54,304,317	(1,677,183)	43.4%
50						
EXPEND - NON-DEPT. & MISC.						
51 COMMUNITY PROMOTION - AGENCIES	195,007	0	68,108	10,993	(57,115)	#DIV/0!
52 SOLICITOR & DETENTION	692,468	915,817	328,369	267,524	(60,845)	29.2%
53 HOMELESS SERVICES	983,754	1,015,850	323,348	273,592	(49,756)	26.9%
54 ECONOMIC DEVELOPMENT - RESERVE	0	0	0	0	0	0.0%
55 NON-DEPARTMENTAL & MISC.	27,545	40,000	8,048	9,280	1,232	23.2%
56 OFFICE SPACE LEASE	631,069	550,000	266,058	315,885	49,827	57.4%
57 2017 HOSP BOND	0	0	0	0	0	0.0%
58 CAPITAL LEASE PAYMENT	2,354,193	3,421,952	1,143,817	1,723,465	579,648	50.4%
59 OTHER SERVICES AND CHARGES	10,992	0	701	(29)	(730)	0.0%
60 TOTAL NON-DEPARTMENTAL	4,895,028	5,943,619	2,138,449	2,600,710	462,261	43.8%
61 TOTAL EXPENDITURES	124,689,081	130,967,934	58,119,949	56,905,027	(1,214,922)	43.4%
62						
TRANSFERS OUT						
63 TO OTHER FUNDS					0	
64 DEVELOPMENT CORPORATIONS	1,571,679	1,614,151	797,091	807,076	9,985	50.0%
65 TO INTERNAL SERVICE FUNDS	3,195,232	11,203,139	1,599,909	0	(1,599,909)	0.0%
66 TO SPECIAL REVENUES	161,468	0	0	0	0	0.0%
67 TO DEBT SERVICE	5,814,150	4,955,600	2,907,075	2,477,800	(429,275)	50.0%
68 TO GRANTS	222,976	0	97,776	105,526	7,750	0.0%
69 TO CAPITAL IMPROVEMENTS	297,159	0	85,733	0	(85,733)	0.0%
70 TO STORM WATER	0	0	0	0	0	0.0%
71 TO CAPITAL REPLACEMENTS	0	0	0	0	0	0.0%
72 TOTAL TRANSFERS OUT	11,262,664	17,772,890	5,487,585	3,390,402	(2,097,183)	19.1%
73						
74 TOTAL GEN FUND EXPEND & TRF	135,951,745	148,740,824	63,607,534	60,295,429	(3,312,105)	40.5%
75						
76 TOTAL SURPLUS (DEFICIT)	4,964,573	0	(32,390,014)	(31,564,275)		

City of Columbia
General Fund Summary - Revenue and Expenditures - Actual to Budget Variance
December 31, 2018

	BUDGET PRIOR YEAR FY 2017/18	BUDGET CURRENT YEAR FY 2018/19	BUDGET CURRENT YEAR THRU DEC 2018	ACTUAL CURRENT YEAR THRU DEC 2018	ACTUAL TO BUDGET VARIANCE THRU DEC 2018	% ANNUAL BUDGET
REVENUE						
GENERAL PROPERTY TAX	55,702,136	57,413,298	28,706,649	10,453,519	(18,253,130)	18.2%
LICENSES AND PERMITS	40,749,189	41,441,360	20,720,680	2,421,492	(18,299,188)	5.8%
FROM OTHER AGENCIES	15,953,090	16,113,090	8,056,545	1,772,754	(6,283,791)	11.0%
CURRENT SERVICE CHARGES	15,115,686	12,702,890	6,351,445	6,401,347	49,902	50.4%
FINES & FORFEITURES	918,000	868,000	434,000	550,143	116,143	63.4%
SPECIAL EVENTS	80,300	80,300	40,150	44,911	4,761	55.9%
MISCELLANEOUS REVENUE	120,000	120,000	60,000	(27,290)	(87,290)	-22.7%
INTEREST ON INVESTMENT	150,000	200,000	100,000	99,333	(667)	49.7%
RENTS & SALE OF PROPERTY	397,000	397,000	198,500	332,102	133,602	83.7%
TOTAL REVENUE	129,185,401	129,335,938	64,667,969	22,048,311	(42,619,658)	17.0%
TRANSFERS IN						
FROM CAPITAL LEASE PROCEEDS	1,016,197	0	0	2,195,503	2,195,503	0.0%
FROM ACCOMMODATIONS TAX	25,000	25,000	12,500	12,500	0	50.0%
FROM HOSPITALITY TAX	3,700,000	3,700,000	1,850,000	1,850,000	0	50.0%
FROM GO BOND PROCEEDS	4,000,000	8,000,000	4,000,000	0	(4,000,000)	0.0%
FROM WATER & SEWER OPERATING	2,270,000	4,189,680	2,094,840	2,094,840	0	50.0%
FROM STORMWATER	0	560,000	280,000	280,000	0	50.0%
FROM PARKING FUND	500,000	500,000	250,000	250,000	(0)	50.0%
FROM OTHER FUNDS	0	0	0	280,000	280,000	#DIV/0!
UN-APPROPRIATED SURPLUS	3,676,289	2,430,206	1,215,103	0	(1,215,103)	0.0%
TOTAL TRANSFERS IN	15,187,486	19,404,886	9,702,443	6,682,843	(3,019,600)	34.4%
TOTAL GEN FUND REV & TRF	144,372,887	148,740,824	74,370,412	28,731,154	(45,639,258)	19.3%
EXPENDITURES - DEPARTMENTS						
LEGISLATIVE - MAYOR & CITY COUNCIL	831,242	854,167	427,084	308,429	(118,655)	36.1%
ADMINISTRATION - CITY MANAGER	645,827	655,463	327,732	258,973	(68,759)	39.5%
ADMINISTRATION - GOV'T AFFAIRS	440,827	395,306	197,653	170,685	(26,968)	43.2%
ADMINISTRATION - ACM OPERATION	413,828	472,505	236,253	221,406	(14,847)	46.9%
ADMINISTRATION - ACM-CFO	206,845	233,478	116,739	97,656	(19,083)	41.8%
ADMINISTRATION - SR. ASSISTANT CN	354,393	175,476	87,738	43,605	(44,133)	24.8%
HUMAN RESOURCES	1,113,100	1,135,948	567,974	501,681	(66,293)	44.2%
BUDGET & PROG MGMT OFFICE	392,228	389,558	194,779	171,974	(22,805)	44.1%
PUBLIC RELATIONS	726,085	783,435	391,718	341,503	(50,215)	43.6%
COUNCIL SUPPORT SERVICES	554,972	390,295	195,148	185,609	(9,539)	47.6%
LEGAL	2,147,350	2,198,110	1,099,055	892,450	(206,605)	40.6%
MUNICIPAL COURT	2,925,712	2,183,155	1,091,578	1,120,084	28,507	51.3%
FINANCE	2,200,819	2,053,267	1,026,634	875,624	(151,010)	42.6%
OFFICE OF BUSINESS OPPORTUNITIES	991,632	927,365	463,683	348,561	(115,122)	37.6%
COMMUNITY DEVELOPMENT	371,607	376,180	188,090	175,680	(12,410)	46.7%
DEVELOPMENT SERVICES	3,978,510	3,955,421	1,977,711	1,663,524	(314,187)	42.1%
POLICE	43,125,238	41,159,410	20,579,705	19,147,375	(1,432,330)	46.5%
EMERGENCY OPERATIONS	543,876	781,098	390,549	209,192	(181,357)	26.8%
911 EMERGENCY COMMUNICATIONS	3,188,965	3,058,656	1,529,328	1,357,614	(171,714)	44.4%
FIRE	23,521,298	23,612,661	11,806,331	9,291,154	(2,515,177)	39.3%
PARKS & RECREATION	12,970,030	13,324,711	6,662,356	5,853,311	(809,045)	43.9%
PUBLIC WORKS	20,059,464	19,386,717	9,693,359	8,044,862	(1,648,497)	41.5%
GENERAL SRVCS/SUPPORT SERVICES	2,218,422	2,301,973	1,150,987	762,224	(388,763)	33.1%
INFORMATION TECHNOLOGY	4,075,071	4,219,960	2,109,980	2,261,141	151,161	53.6%
TOTAL DEPARTMENT	127,997,341	125,024,315	62,512,158	54,304,317	(8,207,841)	43.4%
EXPEND. - NON-DEPT. & MISC.						
COMMUNITY PROMOTION - AGENCY	210,000	0	0	10,993	10,993	#DIV/0!
SOLICITOR'S OFFICE	915,817	915,817	457,909	267,524	(190,385)	29.2%
HOMELESS SERVICES	1,058,199	1,015,850	507,925	273,592	(234,333)	26.9%
ECONOMIC DEVELOPMENT RESERVE	0	0	0	0	0	0.0%
NON-DEPARTMENTAL & MISC.	40,000	40,000	20,000	9,280	(10,720)	23.2%
OFFICE SPACE LEASE	542,000	550,000	275,000	315,885	40,885	57.4%
2017 HOSP BOND	0	0	0	0	0	0.0%
CAPITAL LEASE PAYMENT	2,687,635	3,421,952	1,710,976	1,723,465	12,489	50.4%
OTHER SERVICES AND CHARGES	0	0	0	(29)	(29)	0.0%
TOTAL NON-DEPARTMENTAL	5,453,651	5,943,619	2,971,810	2,600,710	(371,100)	43.8%
TOTAL EXPENDITURES	133,450,992	130,967,934	65,483,967	56,905,027	(8,578,940)	43.4%
TRANSFERS OUT						
TO OTHER FUNDS						
DEVELOPMENT CORPORATIONS	1,571,679	1,614,151	807,076	807,076	1	50.0%
TO INTERNAL SERVICE FUNDS	3,476,065	11,203,139	5,601,570	0	(5,601,570)	0.0%
TO SPECIAL REVENUES	0	0	0	0	0	0.0%
TO DEBT SERVICE	5,814,151	4,955,600	2,477,800	2,477,800	0	50.0%
TO GRANTS	0	0	0	105,526	105,526	0.0%
TO CAPITAL IMPROVEMENTS	60,000	0	0	0	0	0.0%
TO STORM WATER	0	0	0	0	0	0.0%
TO CAPITAL REPLACEMENTS	0	0	0	0	0	0.0%
TOTAL TRANSFERS OUT	10,921,895	17,772,890	8,886,445	3,390,402	(5,496,043)	19.1%
TOTAL GEN FUND EXPEND & TRF	144,372,887	148,740,824	74,370,412	60,295,429	(14,074,983)	40.5%
TOTAL SURPLUS (DEFICIT)	0	0	0	(31,564,275)		

City of Columbia

Hospitality Fund Summary - Revenue and Expenditures -Current to Prior Year Variance

As of 12/31/2018

UNAUDITED

		BUDGET CURRENT YEAR FY 2018/19	ACTUAL PRIOR YEAR THRU DEC 2017	ACTUAL CURRENT YEAR THRU DEC 2018	ACTUAL CURRENT TO PRIOR VARIANCE	% ANNUAL BUDGET
	<u>REVENUE</u>					
1	TAXES	12,103,972	5,644,440	5,643,582	(858)	46.6%
2	LICENSE AND PERMITS	0	0	0	0	0.0%
3	INTEREST	0	4,384	8,846	4,462	0.0%
4	MISCELLANEOUS REVENUES	0	0	0	0	0.0%
5	UNAPPROPRIATED SURPLUS	781,945	0	0	0	0.0%
6	TOTAL HOSP FUND REVENUE	12,885,917	5,648,824	5,652,428	3,604	43.9%
7						
8	<u>EXPEND. - NON-DEPT & MISC.</u>					
9	CITY COUNCIL LINE ITEM AG.	2,771,257	1,189,222	1,049,454	(139,768)	37.9%
10	HOSPITALITY TAX	2,925,445	1,068,545	1,182,564	114,019	40.4%
11	SUPPLIES	394,857	0	0	0	0.0%
13	HOSPITALITY TAX - ALLOCATION	333,000	0	86,750	(86,750)	26.1%
	OTHER SERVICE & CHARGES					
12	TOTAL NON-DEPARTMENTAL	6,424,559	2,257,767	2,318,768	(112,499)	36.1%
13	TOTAL EXPENDITURES	6,424,559	2,257,767	2,318,768	(61,001)	36.1%
14	<u>TRANSFERS OUT</u>					
15	TO GENERAL FUND	3,700,000	1,850,000	1,850,000	0	50.0%
16	TO DEBT SERVICE	2,761,358	1,296,753	1,380,679	83,926	50.0%
17	TO CAPITAL PROJECT FUND	0	0	0	0	0.0%
18	TOTAL TRANSFERS OUT	6,461,358	3,146,753	3,230,679	83,926	50.0%
19						
20	TOTAL HOSP FUND EXP & TRF	12,885,917	5,404,520	5,549,447	(144,927)	43.1%
21						
22						
23	TOTAL SURPLUS (DEFICIT)	-	244,304	102,981		

City of Columbia
 Hospitality Fund Summary - Revenue and Expenditures - Actual to Budget Variance
 As of 12/31/2018

UNAUDITED

	BUDGET PRIOR YEAR FY 2017/18	BUDGET CURRENT YEAR FY 2018/19	BUDGET CURRENT YEAR THRU DEC 2018	ACTUAL CURRENT YEAR THRU DEC 2018	ACTUAL TO BUDGET VARIANCE THRU DEC 2018	% ANNUAL BUDGET
REVENUE						
1 TAXES	11,411,250	12,103,972	6,051,986	5,643,582	(408,404)	46.6%
2 INTEREST				0		
3 INTEREST	0	0	0	8,846	8,846	0.0%
MISCELLANEOUS REVENUES	0	0	0	0		
4 UNAPPROPRIATED SURPLUS	814,295	781,945	390,973	0	(390,973)	0.0%
5 TOTAL HOSP FUND REVENUE	12,225,545	12,885,917	6,442,959	5,652,428	(790,531)	43.9%
6						
7 EXPEND. - NON-DEPT & MISC.						
8 CITY COUNCIL LINE ITEM AG.	2,716,257	2,771,257	1,385,629	1,049,454	(336,175)	37.9%
9 HOSPITALITY TAX	3,040,782	2,925,445	1,462,723	1,182,564	(280,159)	40.4%
10 SUPPLIES	75,000	394,857	166,500	0	(166,500)	0.0%
13 HOSPITALITY TAX - ALLOCATION	0	333,000	197,429	86,750	110,679	26.1%
11 TOTAL NON-DEPARTMENTAL	5,832,039	6,424,559	3,212,281	2,318,768	(672,155)	36.1%
12 TOTAL EXPENDITURES	5,832,039	6,424,559	3,212,281	2,318,768	893,513	36.1%
13 TRANSFERS OUT						
14 TO GENERAL FUND	3,700,000	3,700,000	1,850,000	1,850,000	0	50.0%
15 TO DEBT SERVICE	2,593,506	2,761,358	1,380,682	1,380,679	(3)	50.0%
15 TO CAPITAL PROJECT FUND	100,000	0	0	0		
16 TOTAL TRANSFERS OUT	6,393,506	6,461,358	3,230,679	3,230,679	(3)	50.0%
17						
18 TOTAL HOSP FUND EXP & TRF	12,225,545	12,885,917	6,442,960	5,549,447	893,513	43.1%
19						
20						
21 TOTAL SURPLUS (DEFICIT)	-	-	-	102,981		

City of Columbia
 Parking Summary - Revenue and Expenditures - Current to Prior Year Variance
 As of 12/31/18

UNAUDITED

	BUDGET CURRENT YEAR FY 2018/19	ACTUAL PRIOR YEAR THRU DEC 2017	ACTUAL CURRENT YEAR THRU DEC 2018	ACTUAL CURRENT TO PRIOR VARIANCE	% ANNUAL BUDGET
REVENUE					
1 CURRENT SERVICE CHARGES	6,023,376	3,314,081	3,275,938	(38,143)	54.4%
2 FINES & FORFEITURES	2,000,000	803,523	749,460	(54,063)	37.5%
3 MISCELLANEOUS REVENUE	0	479	0	(479)	0.0%
4 INTEREST ON INVESTMENT	120,000	56,655	70,628	13,973	58.9%
5 RENTS & SALE OF PROPERTY	108,675	59,093	56,090	(3,003)	51.6%
6 UNAPPROPRIATED SURPLUS	4,427,790	0	0	0	0.0%
7 TOTAL REVENUE	12,679,841	4,233,831	4,152,116	(81,715)	32.7%
TRANSFERS IN					
10 FROM CORE CAMPUS REIMBURSEMENT	0	0	0	0	0.0%
11 FROM SCANA REBATE	0	0	0	0	0.0%
10 FROM HEALTH INS	0	0	0	0	0.0%
11 FROM GEN ADMIN IT	0	0	0	0	0.0%
12 TOTAL TRANSFERS IN	0	0	0	0	0.0%
14 TOTAL PARKING REV & TRF	12,679,841	4,233,831	4,152,116	(81,715)	32.7%
EXPENDITURES - DEPARTMENTS					
17 FINANCE	113,467	53,122	52,417	(705)	46.2%
18 PUBLIC WORKS	4,748,000	46,502	114,726	68,224	2.4%
19 PARKING OPERATIONS	3,210,114	1,065,443	1,283,351	217,908	40.0%
20 PARKING FACILITIES	874,816	660,273	465,577	(194,696)	53.2%
21 PARKING ADMINISTRATION	0	0	0	0	0.0%
22 TOTAL DEPARTMENT	8,946,397	1,825,340	1,916,071	90,731	21.4%
EXPEND. - NON-DEPART & MISC.					
25 DEBT SERVICE	2,809,729	837,505	1,949,988	1,112,483	69.4%
26 DEPRECIATION	0	0	0	0	0.0%
27 TUITION REIMBURSEMENT	5,000	0	0	0	0.0%
28 EMPLOYEE PAY RAISES	0	0	0	0	0.0%
28 OTHER SERVICES & CHARGES	0	0	0	0	0.0%
29 RESERVE	26,715	0	0	0	0.0%
30 NON DEPARTMENTAL ADMINISTRATIVE	0	0	0	0	0.0%
31 NON DEPARTMENTAL BAD DEBT	0	0	0	0	0.0%
32 TOTAL NON-DEPARTMENTAL	2,841,444	837,505	1,949,988	1,112,483	68.6%
33 TOTAL EXPENDITURES	11,787,841	2,662,845	3,866,059	1,203,214	32.8%
TRANSFERS OUT					
36 TO GENERAL FUND	500,000	250,000	250,000	0	50.0%
37 TO PARKING PROJECTS	0	0	0	0	0.0%
38 TO RISK MANAGEMENT	120,000	90,000	60,000	(30,000)	50.0%
39 TO CENTRAL STORES	37,000	18,500	18,500	0	50.0%
40 TO GENERAL ADMIN INFO TECH	150,000	75,000	75,000	0	50.0%
41 TO HEALTH INSURANCE	0	0	0	0	0.0%
42 TO WORKER'S COMP	20,000	0	10,000	10,000	50.0%
43 TO PURCHASING	20,000	1,933	10,000	8,067	50.0%
44 TO CAPITAL REPLACEMENT	0	0	0	0	0.0%
45 TO TORT	45,000	0	22,500	22,500	50.0%
46 TOTAL TRANSFERS OUT	892,000	435,433	446,000	10,567	50.00%
47 TOTAL PARKING EXP & TRF	12,679,841	3,098,278	4,312,059	1,213,781	34.0%
49					
50 TOTAL SURPLUS (DEFICIT)	0	1,135,553	(159,943)		

City of Columbia

Parking Summary - Revenue and Expenditures - Actual to Budget Variance
As of 12/31/18

UNAUDITED

	BUDGET PRIOR YEAR FY 2017/18	BUDGET CURRENT YEAR FY 2018/19	BUDGET CURRENT YEAR THRU DEC 2018	ACTUAL CURRENT YEAR THRU DEC 2018	ACTUAL TO BUDGET VARIANCE THRU DEC 2018	% ANNUAL BUDGET
REVENUE						
1 CURRENT SERVICE CHARGES	5,438,376	6,023,376	3,011,688	3,275,938	264,250	54.4%
2 FINES & FORFEITURES	1,900,000	2,000,000	1,000,000	749,460	(250,540)	37.5%
3 MISCELLANEOUS REVENUE	0	0	0	0	0	0.0%
4 INTEREST ON INVESTMENT	120,000	120,000	60,000	70,628	10,628	58.9%
5 RENTS & SALE OF PROPERTY	108,675	108,675	54,338	56,090	1,752	51.6%
6 UNAPPROPRIATED SURPLUS	441,180	4,427,790	2,213,895	0	(2,213,895)	0.0%
7 TOTAL REVENUE	8,008,231	12,679,841	6,339,921	4,152,116	(2,187,805)	32.7%
TRANSFERS IN						
10 FROM CORE CAMPUS REIMBURSEMENT	0	0	0	0	0	0.0%
11 FROM SCANA REBATE	0	0	0	0	0	0.0%
12 TOTAL TRANSFERS IN	0	0	0	0	0	0.0%
14 TOTAL PARKING REV & TRF	8,008,231	12,679,841	6,339,921	4,152,116	(2,187,805)	32.7%
EXPENDITURES - DEPARTMENTS						
17 FINANCE	137,895	113,467	56,736	52,417	(4,319)	46.2%
18 PUBLIC WORKS	101,424	4,748,000	2,374,000	114,726	(2,259,274)	2.4%
19 PARKING OPERATIONS	2,379,217	3,210,114	1,605,065	1,283,351	(321,714)	40.0%
20 PARKING FACILITIES	1,679,662	874,816	437,409	465,577	28,168	53.2%
21 PARKING ADMINISTRATION	0	0	0	0	0	0.0%
22 TOTAL DEPARTMENT	4,298,198	8,946,397	4,473,210	1,916,071	(2,557,139)	21.4%
EXPEND. - NON-DEPART & MISC.						
25 DEBT SERVICE	2,808,033	2,809,729	1,404,865	1,949,988	545,123	69.4%
26 DEPRECIATION	0	0	0	0	0	0.0%
27 TUITION REIMBURSEMENT	5,000	5,000	2,500	0	(2,500)	0.0%
28 EMPLOYEE PAY RAISES	0	0	0	0	0	0.0%
29 RESERVE	10,000	26,715	13,358	0	(13,358)	0.0%
30 NON DEPARTMENTAL ADMINISTRATIV	0	0	0	0	0	0.0%
31 NON DEPARTMENTAL BAD DEBT	0	0	0	0	0	0.0%
32 TOTAL NON-DEPARTMENTAL	2,823,033	2,841,444	1,420,723	1,949,988	529,265	68.6%
33 TOTAL EXPENDITURES	7,121,231	11,787,841	5,893,933	3,866,059	(2,027,874)	32.8%
TRANSFERS OUT						
36 TO GENERAL FUND	500,000	500,000	250,000	250,000	0	50.0%
37 TO PARKING PROJECTS	0	0	0	0	0	0.0%
38 TO RISK MANAGEMENT	180,000	120,000	60,000	60,000	0	50.0%
39 TO CENTRAL STORES	37,000	37,000	18,500	18,500	0	50.0%
40 TO GENERAL ADMIN INFO TECH	150,000	150,000	75,000	75,000	0	50.0%
41 TO HEALTH INSURANCE	0	0	0	0	0	0.0%
42 TO WORKER'S COMP	0	20,000	10,000	10,000	0	50.0%
43 TO PURCHASING	20,000	20,000	10,000	10,000	0	50.0%
44 TO CAPITAL REPLACEMENT	0	0	0	0	0	0.0%
45 TO TORT	0	45,000	22,500	22,500	0	50.0%
46 TOTAL TRANSFERS OUT	887,000	892,000	445,987	446,000	0	50.0%
48 TOTAL PARKING EXP & TRF	8,008,231	12,679,841	6,339,921	4,312,059	(2,027,862)	34.0%
50 TOTAL SURPLUS (DEFICIT)	0	0	0	(159,943)		

City of Columbia
Water/Sewer Summary - Revenue & Expenditures - Current to Prior Year Variance
As of 12/31/2018

UNAUDITED

	ACTUAL PRIOR YEAR FY 2017/18	BUDGET CURRENT YEAR FY 2018/19	ACTUAL PRIOR YEAR THRU DEC 2017	ACTUAL CURRENT YEAR THRU DEC 2018	ACTUAL CURRENT TO PRIOR VARIANCE	% ANNUAL BUDGET
REVENUE						
1 INTERGOVERNMENTAL REVENUES	0	0	0	0	0	0.0%
2 CHARGES FOR SERVICES	137,665,233	159,482,910	72,965,540	78,506,173	5,540,633	49.2%
3 FINES & FORFEITURES	679,032	656,500	317,620	444,689	127,069	67.7%
4 MISCELLANEOUS REVENUE	79,454	27,705	3,743	0	(3,743)	0.0%
5 INTEREST REVENUES	1,696,590	1,666,557	1,154,438	2,723,851	1,569,413	163.4%
6 RENTS & SALE OF PROPERTY	(41,308)	162,328	(21,017)	54,467	75,484	33.6%
7 CONTRIBUTIONS	5,817,810	0	0	0	0	0.0%
8 UNAPPROPRIATED SURPLUS	0	261,626	0	0	0	0.0%
9 TOTAL REVENUE	145,896,811	162,257,626	74,420,324	81,729,180	7,308,856	50.4%
TRANSFERS IN						
11 FROM OTHER FUNDS	0	0	0	0	0	0.0%
12 TOTAL TRANSFERS IN	0	0	0	0	0	0.0%
14 TOTAL WATER/SEWER REV & TRF	145,896,811	162,257,626	74,420,324	81,729,180	7,308,856	50.4%
EXPENDITURES - DEPARTMENTS						
17 CENTRAL ADMINISTRATION	3,995,243	6,130,845	1,782,473	2,307,369	524,896	37.6%
18 FINANCE	1,684,602	2,042,612	819,656	748,766	(70,890)	36.7%
19 ECONOMIC & COMM DEV	954,761	1,273,018	518,768	498,957	(19,811)	39.2%
20 POLICE	826,363	1,451,107	361,642	387,183	25,541	26.7%
21 FIRE	557,846	688,926	244,179	235,625	(8,554)	34.2%
22 PUBLIC WORKS	2,784,612	3,878,900	1,257,003	1,160,107	(96,896)	29.9%
23 INFORMATION TECHNOLOGY	501,707	636,302	193,152	267,691	74,539	42.1%
24 ENGINEERING:ADMINISTRATION	1,740,677	1,459,646	821,804	691,223	(130,581)	47.4%
25 ENGINEERING:GENERAL SERVICES	5,715,536	5,430,360	644,882	1,510,274	865,392	27.8%
26 WATER SYSTEMS IMPROVEMENTS	2,058,548	2,450,623	1,087,909	874,349	(213,560)	35.7%
27 WASTEWATER SYSTEMS IMPROVEMENTS	1,521,090	2,283,639	708,920	809,316	100,396	35.4%
28 REAL ESTATE WATER	291,140	409,947	121,887	147,052	25,165	35.9%
29 REAL ESTATE WASTE	273,719	375,964	118,036	132,777	14,741	35.3%
30 UTILITIES ADMINISTRATION	0	0	0	7	7	0.0%
31 WATER CUSTOMER SERVICE	2,028,122	2,266,473	1,031,044	980,871	(50,173)	43.3%
32 WATER DISTRIBUTION & MAINTENANCE	9,981,711	12,584,151	4,223,634	4,667,996	444,362	37.1%
33 WASTEWATER MAINTENANCE	9,125,873	13,347,976	3,961,061	4,701,993	740,932	35.2%
34 COLUMBIA CANAL WTP	6,307,120	8,868,136	2,898,737	2,796,623	(102,114)	31.5%
35 LAKE MURRAY WTP	6,278,549	8,521,854	2,710,340	3,151,272	440,932	37.0%
36 METRO WWTP	14,330,302	20,046,928	5,893,519	5,650,570	(242,949)	28.2%
37 WATER/SEWER IMPROVEMENTS	12,202,132	0	1,778,857	1,408,885	(369,972)	0.0%
38 TOTAL DEPARTMENT	83,159,653	94,147,407	31,177,503	33,128,906	1,951,403	35.2%
EXPENDITURES - NON-DEPARTMENTAL & MISC.						
40 DEBT SERVICE	17,149,576	35,224,748	10,558,805	11,999,901	1,441,096	34.1%
41 DEPRECIATION	39,532,110	0	0	0	0	0.0%
42 TUITION REIMBURSEMENT	750	35,000	750	0	(750)	0.0%
43 TECHNOLOGY CONTINGENCY	32,656	151,015	17,203	0	(17,203)	0.0%
44 EMPLOYEE TRAINING	50,000	50,000	0	0	0	0.0%
45 ECONOMIC DEVELOPMENT SPECIAL PROJECTS	53,500	78,500	0	26,750	26,750	34.1%
46 RESERVE	0	3,955,948	0	0	0	0.0%
47 ADMINISTRATIVE	1,673,026	0	0	0	0	0.0%
48 NON-DEPARTMENTAL BAD DEBT	1,222,441	795,328	798	(9,432)	(10,230)	-1.2%
49 BANK CHARGES	170,138	0	0	0	0	0.0%
50 TOTAL NON-DEPARTMENTAL	59,884,197	40,290,539	10,577,556	12,017,219	1,439,663	29.8%
52 TOTAL EXPENDITURES	143,043,850	134,437,946	41,755,059	45,146,125	3,391,066	33.6%
TRANSFERS OUT						
55 TO GENERAL FUND	4,189,680	4,189,680	2,094,840	2,094,840	0	50.0%
56 TO FEMA GRANT	0	0	0	0	0	0.0%
57 TO WATER/SEWER IMPROVEMENTS	0	21,500,000	0	0	0	0.0%
58 TO RISK MANAGEMENT	630,000	630,000	315,000	315,000	0	50.0%
59 TO GENERAL TORT	250,000	250,000	125,000	125,000	0	50.0%
60 TO HEALTH INSURANCE	0	0	0	0	0	0.0%
61 TO SEWER TORT	0	0	0	0	0	0.0%
62 TO AUTO TORT	0	0	0	0	0	0.0%
63 TO WORKER'S COMP	0	0	0	0	0	0.0%
64 TO CENTRAL STORES	250,000	250,000	125,000	125,000	0	50.0%
65 TO GEN ADM INFO TECH	475,000	500,000	237,500	250,000	12,500	50.0%
66 TO PURCHASING	1,023,969	500,000	462,465	250,000	(212,465)	50.0%
67 TOTAL TRANSFERS OUT	6,818,649	27,819,680	3,359,805	3,159,840	(199,965)	11.4%
69 TOTAL WATER/SEWER EXP & TRF	149,862,499	162,257,626	45,114,864	48,305,965	3,191,101	29.8%
72 TOTAL SURPLUS (DEFICIT)	(3,965,688)	0	29,305,460	33,423,215		

City of Columbia
 Water/Sewer Summary - Revenue & Expenditures - Actual to Budget Variance
 As of 12/31/2018

UNAUDITED

	BUDGET PRIOR YEAR FY 2017/18	BUDGET CURRENT YEAR FY 2018/19	BUDGET CURRENT YEAR THRU DEC 2018	ACTUAL CURRENT YEAR THRU DEC 2018	ACTUAL TO BUDGET VARIANCE THRU DEC 2018	% ANNUAL BUDGET
REVENUE						
1 INTERGOVERNMENTAL REVENUES	0	0	0	0	0	0.0%
2 CHARGES FOR SERVICES	150,741,688	159,482,910	79,741,455	78,506,173	(1,235,282)	49.2%
3 FINES & FORFEITURES	510,166	656,500	328,250	444,689	116,439	67.7%
4 MISCELLANEOUS REVENUE	27,716	27,705	13,853	0	(13,853)	0.0%
5 INTEREST REVENUES	1,445,709	1,666,557	833,279	2,723,851	1,890,573	163.4%
6 RENTS & SALE OF PROPERTY	160,721	162,328	81,164	54,467	(26,697)	33.6%
7 CONTRIBUTIONS	0	0	0	0	0	0.0%
8 UNAPPROPRIATED SURPLUS	181,850	261,626	130,813	0	(130,813)	0.0%
9 TOTAL REVENUE	153,067,850	162,257,626	81,128,813	81,729,180	600,367	50.4%
TRANSFERS IN						
11 FROM OTHER FUNDS	0	0	0	0	0	0.0%
12 TOTAL TRANSFERS IN	0	0	0	0	0	0.0%
13						
14 TOTAL WATER/SEWER REV & TRF	153,067,850	162,257,626	81,128,813	81,729,180	600,367	50.4%
15						
EXPENDITURES - DEPARTMENTS						
17 CENTRAL ADMINISTRATION	4,298,026	6,130,845	3,065,423	2,307,369	(758,054)	37.6%
18 FINANCE	2,053,794	2,042,612	1,021,306	748,766	(272,540)	36.7%
19 ECONOMIC & COMM DEV	1,205,356	1,273,018	636,509	498,957	(137,552)	39.2%
20 POLICE	895,817	1,451,107	725,554	387,183	(338,371)	26.7%
21 FIRE	629,870	688,926	344,463	235,625	(108,838)	34.2%
22 PUBLIC WORKS	3,596,724	3,878,900	1,939,450	1,160,107	(779,343)	29.9%
23 INFORMATION TECHNOLOGY	627,746	636,302	318,151	267,691	(50,460)	42.1%
24 ENGINEERING-ADMINISTRATION	2,004,250	1,459,646	729,823	691,223	(38,600)	47.4%
25 ENGINEERING-GENERAL SERVICES	5,861,388	5,430,360	2,715,180	1,510,274	(1,204,906)	27.8%
26 WATER SYSTEMS IMPROVEMENTS	2,421,133	2,450,623	1,225,312	874,349	(350,963)	35.7%
27 WASTEWATER SYSTEMS IMPROVEMENTS	1,977,727	2,283,639	1,141,820	809,316	(332,504)	35.4%
28 REAL ESTATE WATER	398,051	409,947	204,974	147,052	(57,922)	35.9%
29 REAL ESTATE WASTE	361,536	375,964	187,982	132,777	(55,205)	35.3%
30 UTILITIES ADMINISTRATION	0	0	0	7	7	0.0%
31 WATER CUSTOMER SERVICE	2,622,889	2,266,473	1,133,237	980,871	(152,366)	43.3%
32 WATER DISTRIBUTION & MAINTENANCE	12,438,161	12,584,151	6,292,076	4,667,996	(1,624,080)	37.1%
33 WASTEWATER MAINTENANCE	13,140,644	13,347,976	6,673,988	4,701,993	(1,971,995)	35.2%
34 COLUMBIA CANAL WTP	8,066,591	8,868,136	4,434,068	2,796,623	(1,637,445)	31.5%
35 LAKE MURRAY WTP	8,485,511	8,521,854	4,260,927	3,151,272	(1,109,655)	37.0%
36 METRO WWTP	20,262,188	20,046,928	10,023,464	5,650,570	(4,372,894)	28.2%
37 WATER/SEWER IMPROVEMENTS	0	0	0	1,408,885	1,408,885	0.0%
38 TOTAL DEPARTMENT	91,347,402	94,147,407	47,073,704	33,128,906	(13,944,798)	35.2%
EXPENDITURES - NON-DEPARTMENTAL & MISC.						
40 DEBT SERVICE	32,085,999	35,224,748	17,612,374	11,999,901	(5,612,473)	34.1%
41 DEPRECIATION	0	0	0	0	0	0.0%
42 TUITION REIMBURSEMENT	35,000	35,000	17,500	0	(17,500)	0.0%
43 TECHNOLOGY CONTINGENCY	57,634	151,015	75,508	0	(75,508)	0.0%
44 EMPLOYEE TRAINING	50,000	50,000	25,000	0	(25,000)	0.0%
45 ECONOMIC DEVELOPMENT SPECIAL PROJECTS	78,500	78,500	39,250	26,750	(12,500)	34.1%
46 RESERVE	1,107,320	3,955,948	1,977,974	0	(1,977,974)	0.0%
47 ADMINISTRATIVE	0	0	0	0	0	0.0%
48 NON-DEPARTMENTAL BAD DEBT	268,900	795,328	397,664	(9,432)	(407,096)	-1.2%
49 BANK CHARGES	0	0	0	0	0	0.0%
50 TOTAL NON-DEPARTMENTAL	33,683,353	40,290,539	20,145,270	12,017,219	(8,128,051)	29.8%
51						
52 TOTAL EXPENDITURES	125,030,755	134,437,946	67,218,973	45,146,125	(22,072,848)	33.6%
53						
TRANSFERS OUT						
55 TO GENERAL FUND	4,189,680	4,189,680	2,094,840	2,094,840	0	50.0%
56 TO FEMA GRANT	10,000,000	0	0	0	0	0.0%
57 TO WATER/SEWER IMPROVEMENTS	11,742,415	21,500,000	10,750,000	0	(10,750,000)	0.0%
58 TO RISK MANAGEMENT	630,000	630,000	315,000	315,000	0	50.0%
59 TO GENERAL TORT	250,000	250,000	125,000	125,000	0	50.0%
60 TO HEALTH INSURANCE	0	0	0	0	0	0.0%
61 TO SEWER TORT	0	0	0	0	0	0.0%
62 TO AUTO TORT	0	0	0	0	0	0.0%
63 TO WORKER'S COMP	0	0	0	0	0	0.0%
64 TO CENTRAL STORES	250,000	250,000	125,000	125,000	0	50.0%
65 TO GEN ADM INFO TECH	475,000	500,000	250,000	250,000	0	50.0%
66 TO PURCHASING	500,000	500,000	250,000	250,000	0	50.0%
67 TOTAL TRANSFERS OUT	28,037,095	27,819,680	13,909,840	3,159,840	(10,750,000)	11.4%
68						
69 TOTAL WATER/SEWER EXP & TRF	153,067,850	162,257,626	81,128,813	48,305,965	(32,822,848)	29.8%
70						
71						
72 TOTAL SURPLUS (DEFICIT)	0	0	0	33,423,215		

City of Columbia

Stormwater Summary - Revenue & Expenditures - Current to Prior Year Variance

As of 12/31/2018

UNAUDITED

	ACTUAL PRIOR YEAR FY 2017/18	BUDGET CURRENT YEAR FY 2018/19	ACTUAL PRIOR YEAR THRU DEC 2017	ACTUAL CURRENT YEAR THRU DEC 2018	ACTUAL CURRENT TO PRIOR VARIANCE	% ANNUAL BUDGET
<u>REVENUE</u>						
1 CHARGES FOR SERVICES	12,699,281	13,413,499	6,294,736	6,784,003	489,267	50.6%
2 INTEREST REVENUES	155,929	0	106,119	172,763	66,644	0.0%
3 RENTS & SALE OF PROPERTY	12,404	0	12,404	0	(12,404)	0.0%
4 INTERGOVERNMENTAL REVENUES	399,412	0	0	708,417	708,417	0.0%
5 UNAPPROPRIATED SURPLUS	0	611,313	0	0	0	0.0%
6 TOTAL REVENUE	13,267,026	14,024,812	6,413,259	7,665,183	1,251,924	54.7%
<u>TRANSFERS IN</u>						
8 TOTAL TRANSFERS IN	0	0	0	0	0	0.0%
10 TOTAL STORMWATER REV & TRF	13,267,026	14,024,812	6,413,259	7,665,183	1,251,924	54.7%
<u>EXPENDITURES - DEPARTMENTS</u>						
13 STREETS:STORM DRAIN MAINTENANCE	1,556,682	3,017,388	713,243	953,391	240,148	31.6%
14 SOLID WASTE STREET SWEEPING	1,001,143	1,435,946	476,329	431,087	(45,242)	30.0%
15 STORM WATER:OPERATIONS	0	0	0	0	0	0.0%
16 STORM WATER:ENGINEERING	1,560,818	3,248,423	706,394	687,148	(19,246)	21.2%
17 REAL ESTATE STORM WATER	111,766	152,634	47,966	55,439	7,473	36.3%
18 STORM DRAIN MAINTENANCE	337,514	0	0	0	0	0.0%
19 PROPERTY ACQUISITION	6,387	0	2,696	533	(2,163)	0.0%
20 TOTAL DEPARTMENT	4,574,310	7,854,391	1,946,628	2,127,598	180,970	27.1%
<u>EXPENDITURES - NON-DEPARTMENTAL & MISC.</u>						
22 DEBT SERVICE	0	0	0	942,073	942,073	0.0%
23 DEPRECIATION	1,130,886	0	0	0	0	0.0%
24 EMPLOYEE PAY RAISES	0	0	0	0	0	0.0%
25 RESERVE	0	2,931,421	0	0	0	0.0%
26 ADMINISTRATIVE	128,163	2,732,000	0	0	0	0.0%
27 BAD DEBT EXPENSE	2,788	0	0	0	0	0.0%
28 BANK CHARGES	17,211	0	0	0	0	0.0%
29 TOTAL NON-DEPARTMENTAL	1,279,048	5,663,421	0	942,073	942,073	16.6%
31 TOTAL EXPENDITURES	5,853,358	13,517,812	1,946,628	3,069,671	1,123,043	22.7%
<u>TRANSFERS OUT</u>						
34 TO GENERAL FUND	560,000	560,000	280,000	280,000		
35 TO CAPITAL PROJECTS FUND	0	0	0	0	0	0.0%
36 TO STORM WATER IMPROVEMENTS	0	0	0	0	0	0.0%
37 TO USDA GRANT	0	0	0	0	0	0.0%
38 TO GENERAL TORT	0	0	0	0	0	0.0%
39 TO HEALTH INSURANCE	0	0	0	0	0	0.0%
40 TO SEWER TORT	0	0	0	0	0	0.0%
41 TO AUTO TORT	0	0	0	0	0	0.0%
42 TO WORKER'S COMP	0	0	0	0	0	0.0%
43 TOTAL TRANSFERS OUT	560,000	560,000	280,000	280,000	0	50.0%
45 TOTAL STORMWATER EXP & TRF	6,413,358	14,077,812	2,226,628	3,349,671	1,123,043	23.8%
48 TOTAL SURPLUS (DEFICIT)	6,853,668	(53,000)	4,186,631	4,315,512		

City of Columbia
Stormwater Summary - Revenue & Expenditures - Actual to Budget Variance
As of 12/31/2018

As of 12/31/2018		UNAUDITED					
		BUDGET PRIOR YEAR FY 2017/18	BUDGET CURRENT YEAR FY 2018/19	BUDGET CURRENT YEAR THRU DEC 2018	ACTUAL CURRENT YEAR THRU DEC 2018	ACTUAL TO BUDGET VARIANCE THRU DEC 2018	% ANNUAL BUDGET
<u>REVENUE</u>							
1	CHARGES FOR SERVICES	12,583,300	13,413,499	6,706,750	6,784,003	77,254	50.6%
2	INTEREST REVENUES	46,800	0	0	172,763	172,763	0.0%
3	RENTS & SALE OF PROPERTY	0	0	0	0	0	0.0%
4	INTERGOVERNMENTAL REVENUES	0	0	0	708,417	708,417	0.0%
5	UNAPPROPRIATED SURPLUS	0	611,313	305,657	0	(305,657)	0.0%
6	TOTAL REVENUE	12,630,100	14,024,812	7,012,406	7,665,183	652,777	54.7%
7	<u>TRANSFERS IN</u>						
8	TOTAL TRANSFERS IN	0	0	0	0	0	0.0%
9							
10	TOTAL STORMWATER REV & TRF	12,630,100	14,024,812	7,012,406	7,665,183	652,777	54.7%
11							
12	<u>EXPENDITURES - DEPARTMENTS</u>						
13	STREETS:STORM DRAIN MAINTENANCE	2,447,852	3,017,388	1,508,694	953,391	(555,303)	31.6%
14	SOLID WASTE STREET SWEEPING	1,483,739	1,435,946	717,973	431,087	(286,886)	30.0%
15	STORM WATER:OPERATIONS	0	0	0	0	0	0.0%
16	STORM WATER:ENGINEERING	2,416,333	3,248,423	1,624,212	687,148	(937,064)	21.2%
17	REAL ESTATE STORM WATER	148,883	152,634	76,317	55,439	(20,878)	36.3%
18	STORM DRAIN MAINTENANCE	0	0	0	0	0	0.0%
19	PROPERTY ACQUISITION	0	0	0	533	533	0.0%
20	TOTAL DEPARTMENT	6,496,807	7,854,391	3,927,196	2,127,598	(1,799,598)	27.1%
21	<u>EXPENDITURES - NON-DEPARTMENTAL & MISC.</u>						
22	DEBT SERVICE	0	0	0	942,073	942,073	0.0%
23	DEPRECIATION	0	0	0	0	0	0.0%
24	EMPLOYEE PAY RAISES	84,793	0	0	0	0	0.0%
25	RESERVE	3,294,700	2,931,421	1,465,711		(1,465,711)	0.0%
26	ADMINISTRATIVE	1,793,800	2,732,000	1,366,000	0	(1,366,000)	0.0%
27	BAD DEBT EXPENSE	0	0	0	0	0	0.0%
28	BANK CHARGES	0	0	0	0	0	0.0%
29	TOTAL NON-DEPARTMENTAL	5,173,293	5,663,421	2,831,711	942,073	(1,889,638)	16.6%
30							
31	TOTAL EXPENDITURES	11,670,100	13,517,812	6,758,906	3,069,671	(3,689,235)	22.7%
32							
33	<u>TRANSFERS OUT</u>						
34	TO GENERAL FUND	560,000	560,000	280,000	280,000	0	50.0%
35	TO CAPITAL PROJECTS FUND	0	0	0	0	0	0.0%
36	TO STORM WATER IMPROVEMENTS	400,000	0	0	0	0	0.0%
37	TO USDA GRANT	0	0	0	0	0	0.0%
38	TO GENERAL TORT	0	0	0	0	0	0.0%
39	TO HEALTH INSURANCE	0	0	0	0	0	0.0%
40	TO SEWER TORT	0	0	0	0	0	0.0%
41	TO AUTO TORT	0	0	0	0	0	0.0%
42	TO WORKER'S COMP	0	0	0	0	0	0.0%
43	TOTAL TRANSFERS OUT	960,000	560,000	280,000	280,000	0	50.0%
44							
45	TOTAL STORMWATER EXP & TRF	12,630,100	14,077,812	7,038,906	3,349,671	(3,689,235)	23.8%
46							
47							
48	TOTAL SURPLUS (DEFICIT)	0	(53,000)	(26,500)	4,315,512		



We Are Columbia

MEETING DATE: February 19, 2019

DEPARTMENT: Office of Business Opportunities

FROM: *Melissa Lindler, Office of Business Opportunities Director*

SUBJECT: Office of Business Opportunities' Program Updates - Ms. Melissa Lindler, Office of Business Opportunities Director

FUNDING SOURCE AND ORIGINAL BUDGET AMOUNT:

CLEAN WATER 2020?: No

STRATEGIC GOALS: Grow opportunities for entrepreneurship

The Office of Business Opportunities (OBO) will provide an update on the following program areas:

- Commercial Revolving Loan Funds
- Commercial Retention and Redevelopment
- City-Wide Minority Vendor Outreach
- Mentor Protégé Program
- Columbia Disadvantage Business Enterprise Program

ATTACHMENTS:

- **#a:** 2.18.2019 OBO Update for City Council (PDF)

OFFICE OF BUSINESS OPPORTUNITIES

Update on Program Areas



Melissa L. Lindler, Director

10% City-Wide M/WBE Goal Update

Approved by City Manager Wilson in 2015

City Wide Performance

July 1, 2015 - June 30, 2016

City of Columbia
Status/Association Code Statistics
 PO's Assigned From 7/1/2015 Through 6/30/2016

Association (MWBE) Code		No. of Vendors	No. of PO's	Purchase Orders			Assoc. Code Total Amount	% *
				Minimum Amount	Maximum Amount	Average Amount		
AF	Asian American Female Owned	3	106	56.37	154,287.00	5,335.07	565,518.39	0.29 %
AM	Asian American Male Owned	6	17	104.43	336,690.00	42,727.60	726,369.23	0.37 %
BF	African American Female Owned	19	74	53.19	120,500.00	3,199.30	236,748.27	0.12 %
BM	African American Male Owned	24	90	86.40	236,702.20	7,337.72	660,395.50	0.34 %
FB	Non-Minority Female Owned	64	354	61.48	3,039,229.43	30,152.57	10,674,011.98	5.50 %
NF	Native American Female Owned	1	5	149.63	201.64	185.07	925.36	0.00 %
NM	Native American Male Owned	9	125	55.75	166,752.00	7,534.65	941,831.72	0.48 %
Totals:		126	771				13,805,800.45	7.10 %

** Based as a percentage off of all POs created city-wide within this date range*

Total amount of all PO's produced city-wide in this timeframe: \$194,245,359

Total number of PO's produced city-wide in this timeframe: 6,830.00

City-Wide Performances

July 1, 2016-June 30, 2017

City of Columbia
Status/Association Code Statistics
 PO's Assigned From 7/1/2016 Through 6/30/2017

Association (MWBE) Code		No. of Vendors	No. of PO's	Purchase Orders			Assoc. Code Total Amount	% *
				Minimum Amount	Maximum Amount	Average Amount		
AF	Asian American Female Owned	3	79	120.07	427,798.68	8,417.89	665,013.77	0.27 %
AM	Asian American Male Owned	5	14	325.00	367,710.00	41,193.95	576,715.36	0.23 %
BF	African American Female Owned	18	58	52.03	54,000.00	3,740.02	216,921.67	0.09 %
BM	African American Male Owned	21	66	41.04	254,428.49	12,991.35	857,429.49	0.34 %
FB	Non-Minority Female Owned	60	317	62.63	4,126,272.00	39,811.80	12,620,341.67	5.05 %
HM	Hispanic American Male Owned	1	1	500.00	500.00	500.00	500.00	0.00 %
NF	Native American Female Owned	1	2	77.22	1,023.00	550.11	1,100.22	0.00 %
NM	Native American Male Owned	11	104	89.21	181,008.00	8,607.98	895,229.94	0.36 %
Totals:		120	641				15,833,252.12	6.34 %

** Based as a percentage off of all POs created city-wide within this date range*

Total amount of all PO's produced city-wide in this timeframe: \$249,749,950

Total number of PO's produced city-wide in this timeframe: 6,331.00

City-Wide Performances

July 1, 2017-June 30, 2018

City of Columbia
Status/Association Code Statistics
 PO's Assigned From 7/1/2017 Through 6/30/2018

Association (MWBE) Code		No. of Vendors	No. of PO's	Purchase Orders			Assoc. Code Total Amount	% *
				Minimum Amount	Maximum Amount	Average Amount		
AF	Asian American Female Owned		2 77	92.31	27,647.99	1,828.22	140,773.64	0.05 %
AM	Asian American Male Owned		3 12	1,000.00	500,000.00	59,380.93	712,571.20	0.25 %
BF	African American Female Owned		23 88	39.42	5,154,234.40	103,834.50	9,137,436.80	3.22 %
BM	African American Male Owned		24 83	65.66	75,000.00	5,619.90	466,452.21	0.16 %
FB	Non-Minority Female Owned		55 336	50.22	6,659,599.28	53,547.89	17,992,094.38	6.35 %
HF	Hispanic American Female Owned		1 3	150.00	225.00	175.00	525.00	0.00 %
NF	Native American Female Owned		2 2	75.00	1,080.00	577.50	1,155.00	0.00 %
NM	Native American Male Owned		10 44	113.18	74,055.60	9,334.76	410,729.59	0.14 %
Totals:			120 645				28,861,737.82	10.17 %

** Based as a percentage off of all POs created city-wide within this date range*

Total amount of all PO's produced city-wide in this timeframe: \$283,495,900

Total number of PO's produced city-wide in this timeframe: 6,657.00

10% CITYWIDE MWBE UTILIZATION GOALS
GRAND CHAMPIONS
JULY 1, 2017-JUNE 30, 2018

Administration	82.85%
Office of Business Opportunities	38.08%
Public Relations	19.70%
Canal Water Plant	13.45%
Collections	11.45%
Information Technology	9.85%

Departments with 10% or more MWBE utilization

10% CITYWIDE MWBE UTILIZATION GOALS
HONORABLE MENTIONS
JULY 1, 2017-JUNE 30, 2018

Mayor & Council	9.67%	Business License	6.38%
Engineering	8.80%	Police	5.84%
Lake Murray	8.59%	Support Services	5.77%
Municipal Court	7.86%	Parks & Recreations	5.42%

Departments with 5% or more MWBE utilization, but less than 10%

HIGHEST PAID MWBE

July 1, 2017-June 30, 2018

- ▶ Chao and Associates (Asian American Male Owned)
- ▶ Lad Corporation (Non-minority Female Owned)
- ▶ Landmark Consulting LLC (African American Female Owned)
- ▶ Shady Grove Construction (Non-minority Female Owned)

Commercial Revolving Loan Fund (CRLF) Update

Sources of Funds for OBO's Commercial Revolving Loan Funds:

- ***Columbia Economic Renaissance Fund (CERF):***
Since Inception: 33 Loans Issued
- ***Community Development Block Grant (CDBG):***
Since Inception: 26 Loans Issued
- ***Economic Development Administration (EDA):***
Since Inception: 107 Loans Issued

Loan Write Offs on 9/30/2017:

- The national allowable default rate is 15%.
- Our internal loan portfolio default standard is 10% or less.
- The following loans were written off or forgiven due to unrecoverable loan losses.

Loan Write Offs 09/30/2017

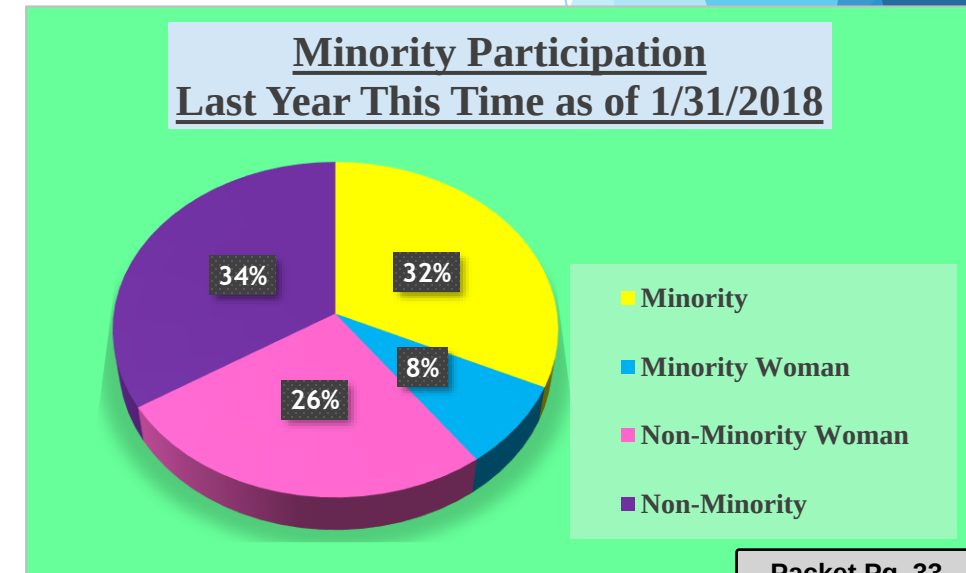
Business Name	Amount
<u>CERF</u>	
Frame of Mind	\$11,837.42
Imperial Enterprises	\$72,716.19
	\$84,553.61
<u>HUD</u>	
Columbia Vista Transit System	\$30,000.00
Strickley Family, LLC	\$10,000.00
	\$40,000.00
<u>EDA</u>	
BAW Consulting Corporation, Inc	\$29,610.48
A.A. Dicks Funeral Home	\$184,798.44
Carolina Procurement Institute	\$20,468.28
	\$234,877.20
<u>CERF (Forgivable Loan*)</u>	
1316 Washington Street	\$25,000.00
	\$25,000.00
\$384,430.81	

*This Loan was a Grant and was removed from Active Loan File

Where we were one year ago on 1/31/2018:

For the month ending 1/31/2018 we had fifty active loans in our portfolio totaling \$2,757,528.87 as follows:

- 45 performing totaling \$2,388,441.52 (87%)
- 5 in default totaling \$369,087.35 (13%)
- 16 minority owned businesses.
- 4 minority women owned businesses.
- 13 non-minority women owned.
- 17 non-minority owned.



Commercial Loans that closed January 2015 to January 2019:

By: Loan Fund

Loan Fund	Total Amount Loaned	Private Dollars Invested by the Applicants	Bank Participation Amounts	Total # of Loans Issued	Job Creation and/or Retention
CDBG	\$ 330,000.00	\$5,041,183.00	\$ 550,000.00	11	40 Full Time/ 1 Part Time
CERF	\$ 564,450.00	\$ 324,370.00	\$ 240,000.00	9	34 Full Time/ 14 Part Time
EDA-CRLF	\$ 1,634,500.00	\$ 820,900.00	\$ 2,885,905.00	11	50 Full Time/ 19 Part Time
TOTALS:	\$ 2,528,950.00	\$6,186,453.00	\$ 3,675,905.00	31	124 Full Time/ 34 Part Time

Current Loan Write-Offs and Default status as of (1/31/2019):

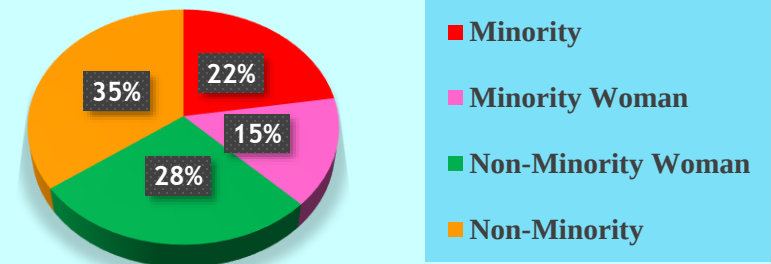
We currently have forty active loans in our portfolio totaling \$2,842,064.07 as follows:

- 38 performing totaling \$2,745,484.37 (97%)
- 2 in default totaling \$96,579.70 (3%)
- 9 are minority owned businesses.
- 6 are minority women owned businesses.
- 11 are non-minority women owned.
- 14 are non-minority owned.

Write Off's From October 2017- Present

Name	Amount
Quality Cleaners	\$46,139.86
Q Enterprise Production	\$15,200.00
Total	\$61,339.86

Minority Participation is more than 50% of the Loan Portfolio



Commercial Loan Fund Balances as of 1/31/2019:

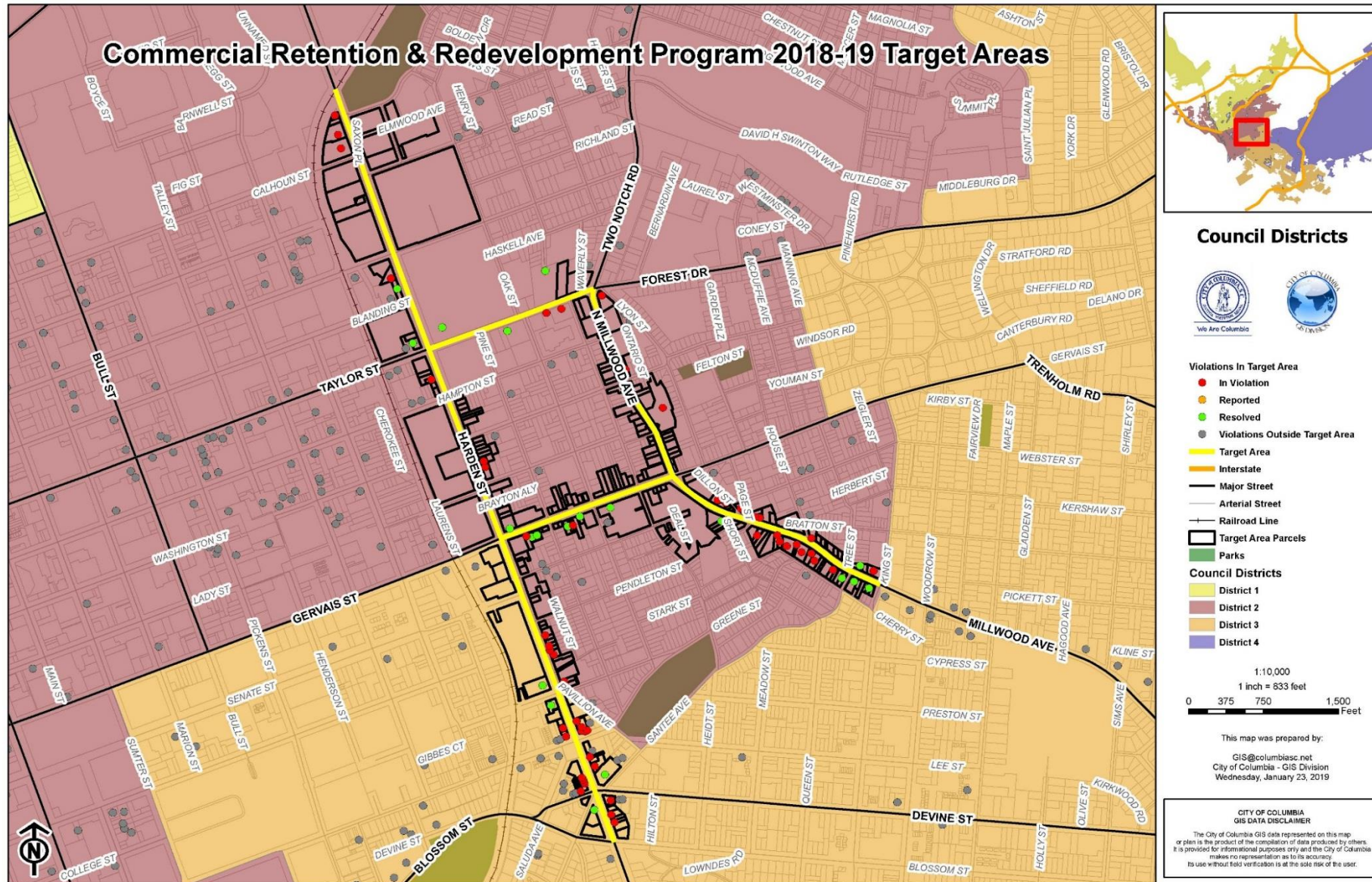
Loan Fund Name	Descriptions	Available Balances	Outstanding (Active) Loans or Earmarked Fund Balances
Federal Programs			
EDA Commercial Revolving Loan Fund – 503	Commercial Revolving Loan Fund GAP financing for borrowers with bank financing. Terms of up to 25 years at below market rates. Two main goals are to create or retain jobs and stimulate private lending. Maximum loan amount \$200,000.00.	\$366,549.69	\$2,247,331.77
CDBG ~ Commercial (HUD Entitlement + EDI Grant + P.I.) Revolving Loan Fund – 512	Commercial Revolving Loan Fund GAP financing for borrowers with bank financing and EDI's one time grant to replenish the Commercial Revolving Loan Fund program.	\$230,560.74	\$171,154.05
CDBG ~ Commercial (HUD Entitlement 2015-2016 Allocation) Revolving Loan Fund – 512	Small Business disaster relief financing.	\$99,332.87	\$4,585.50
TOTALS:		\$696,443.30	\$2,423,071.32
Non-Federal Program			
Columbia Economic Renaissance Fund (CERF) Loan Pool– 510	General Fund dollars allocated by City Council with no Federal restrictions. CERF's Available Balance Explanation Based on the Approved Allocations: IFAS' Equity Balance: \$ 570,088.64 Food Co-op - \$ 47,881.79 Admin/Salaries: - \$ 40,000.00 AVAILABLE BALANCE: \$ 482,206.85	\$482,206.85	\$418,992.75
Food Coop Program (CERF)-510	General Fund dollars allocated to develop the food coop within City limits.	\$47,881.79	\$0.00
TOTALS:		\$530,088.64	\$418,992.75
GRAND TOTAL OF ALL FUNDS:		<u>\$1,068,596.01</u>	

Commercial Retention & Redevelopment (CRR) Update

2018-19 Commercial Retention & Redevelopment Program (CRR)

2.a

NEW TARGET AREA(s): Harden/Millwood/Gervais/Taylor



2018-19 Commercial Retention & Redevelopment Program (CRR)

NEW TARGET AREA(s): Harden/Millwood/Gervais/Taylor

<u>Source</u>	<u>Amount</u>	<u>Amount</u>	<u>Grand Total</u>
General Budget 2018-19	\$ 96,032		\$ 96,032
CDBG Award 2017-18		\$ 55,348	\$ 55,348
Total Available Budget:			<u>\$151,380</u>

Funds for Approx. 6 Properties; Up to \$15,000 for Façade Improvements/
Property & Up to \$10,000 for Commercial Exterior/Interior Improvements

Number of known interested properties (as of 2/18/19) = 30 sites

Mentor Protégé Program (MPP) & Columbia Disadvantage Business Enterprise Program Updates

Mentor Protégé Program

Current MPP Protégés:

- 21 Construction Services
- 26 Professional Services

Current MPP Mentors:

- 23 Construction Services
- 35 Professional Services

Current MPP Teams:

- 11 Construction Teams
- 34 Professional Services Teams

Columbia Disadvantaged Business Enterprise (CDBE)

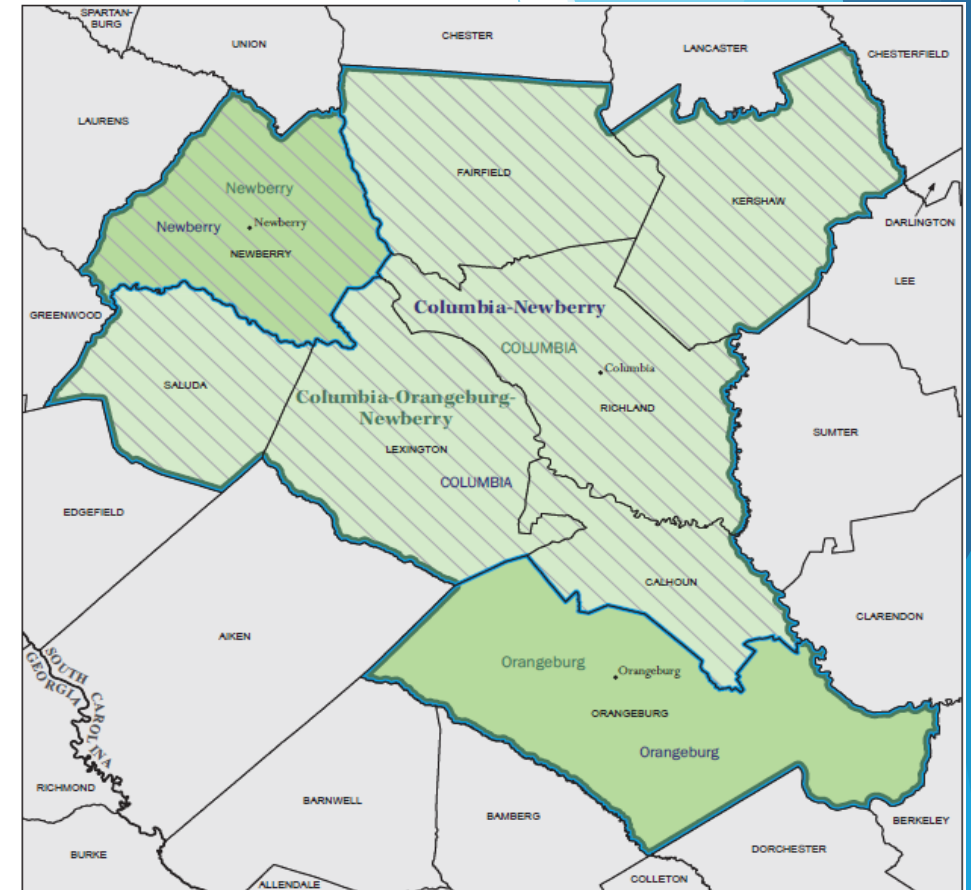
- The Mayor & City Council Adopted *Resolution 2016-079* Establishing the CDBE Program
- FEBRUARY 2017 first CDBE Project
Canal Water Plant - Clearwater and High Service Station project (\$40M-10% goal achieved)

CDBE Program Objectives

- Increase SMWBE participation
- Ensure Priority Given to Local Businesses
- Consider limited water/sewer primes and subs Locally
- Deliver quality, on time, & on budget projects
- Continue to foster a business friendly environment

Definition of a CDBE

1. Certified business
2. Place of business in the Columbia-Orangeburg-Newberry Combined Statistical Area (*CSA) for one year
3. Socially and/or economically disadvantaged



**CSA - Saluda, Fairfield, Kershaw, Richland, Calhoun, Lexington, Orangeburg, Newberry.*

CDBE Policy

- The City can place a mandatory subcontractor goal on a project
- This policy does not apply for Mentor Protégé Program projects
- The prime bidder must subcontract a percentage of its bid to certified CDBE subcontractors
- CDBE policy applies to subcontractor goals only

Impact of Policy

The City Manager has the authority to set the CDBE goal

In determining goals, the following factors will be considered:

1. Type of project
2. Known availability of DBE companies
3. Input from relevant departments (Procurement, Columbia Water, OBO)
4. Relevant Market Data

CDBE Projects

- Increase in number of CDBE projects in last fiscal year:
 - 2016-2017: 2
 - 2017-2018: 6
 - 2018-2019: 3 (To Date)

CDBE Projects

2016-2017

- Clearwater and High Service Station Project (\$40M-10% goal achieved)
- Train Aeration (\$28M - 10 % goal achieved)

2017-2018

- ~~• Lake Katherine (\$18M estimate, 10% goal to be Rebid)~~
- AMI/AMR (\$47m - 25% of meter installation goal achieved)
- Pump Stations (\$1.3 million - 2% goal)
- Stormwater Bond (\$1 million- 20% goal)
- Smith Branch (\$9 MiLLION Estimate - 26% goal achieved)
- Parking Deck Repairs (no bids received)

CDBE Projects

2018-2019 (To Date)

- SSES Rehab. (\$8.4 million estimate - 26% goal)
- Sanitary sewer easement maintenance -\$1.4M estimate - 10% goal
- REBID Lake KATHERINE \$24M estimate - 10% SOP & 10% CDBE goal

CDBE Site Visit - CWTP Clearwell & High Service Pumping Improvements January 2019



OBO - Government Contractor Readiness Workshop Series: *Bidding Explained How to be a successful in a competitive Marketplace*



CITY OF COLUMBIA
OFFICE OF BUSINESS OPPORTUNITIES

LUNCH & LEARN
Accounting & Tax Liabilities
for Small Businesses

If you're like most small business owners, you pay thousands of dollars every year in taxes! This two-hour course will give the tips you need to:

- reduce your audit risk
- maximize mileage and meals
- develop a retirement savings strategy and more!

Presented by the City of Columbia's Office of Business Opportunity in partnership with D.Hart Accounting.

This course is free, but registration is required.
*Bring Your Own Lunch

Wednesday, February 6, 2019
11am-1pm

Columbia Chamber of Commerce - Palmetto Room
920 Richland Street ■ Columbia, SC 29201

Registration Link:
<https://oboaccountingandtaxliabilitiescourse.eventbrite.com>



803-545-3950
obo@columbiasc.gov



City of Columbia Office of Business Opportunities Presents:

Government Contract Readiness Workshop Series:

Identifying Opportunities, Navigating the Bidding Process
and Working with Prime Contractors

February 13, 2019 - 6PM

Bidding Explained: How to be Successful in a Competitive Marketplace

March 20, 2019 - 6PM

How to Identify and Land Government Contract Opportunities

April 17, 2019 - 6PM

Working with Primes: How to Identify Prime Contractors for Subcontract Work

LOCATION OF WORKSHOPS

Earlewood Park Community Center
1113 Recreation Drive ■ Columbia, SC 29203

Registration Link:
<https://obocontractorseries.eventbrite.com>



803-545-3950
obo@columbiasc.gov

CITY OF COLUMBIA OFFICE OF BUSINESS OPPORTUNITIES

LUNCH & LEARN

Building An Effective Capability Statement

- Does your business need a profile boost?
- Are you ready to pitch your business to new potential clients or buyers?
- If you answered "yes" to either question then this course is for you!

*Presented in Conjunction with the
Columbia Chamber*

**This course is free, but registration is required.
Please bring your own lunch.**

Presenter: Karen Jenkins
President and CEO of KRJ Consulting, LLC

Thursday, February 21, 2019
11:00 AM - 1:00 PM

The Columbia Chamber - Palmetto Room
930 Richland Street ■ Columbia, SC 29201

📞 803-545-3950 📧 obo@columbiasc.gov

Registration Link:

<https://obocapabilitystatement.eventbrite.com>



CITY OF COLUMBIA

Office of Business Opportunities Presents:

Your Communication Master Plan: "What's Your Business Saying?"

Join us in learning all the essential information you need to effectively give your business a voice and how to use it. Learning how to identify your target audience and what it takes to engage them is vital to the success and financial growth of your business.

This workshop will teach you how to create a marketing, public relations, or an advertising master plans that will set you apart from the competition in this interactive workshop.

**Presenter: Erika R. Dawkins, Founder & President
It's Only Write Communications**

**Wednesday, February 26, 2019
6:00 - 8:00 PM**

Workshop Location:

1509 Lady Street
Columbia, SC 29201

Registration Link:

<https://whatsyourbusinesssaying.eventbrite.com>



803-545-3950



obo@columbiasc.gov

Packet Pg. 52

Annual OBO Events for 2019

- ▶ NexLevel & FastTrac (January - March 2019)
- ▶ Women/Minority Business Opportunity Conference (Wednesday, April 10, 2019)
- ▶ City of Columbia's Small Business Week Conference (Friday, May 10, 2019)
- ▶ City of Columbia's Access to Capital Symposium (Wednesday, June 19, 2019)

Questions?



We Are Columbia





We Are Columbia

MEETING DATE: February 19, 2019

DEPARTMENT: City Clerk

FROM: *Erika Moore, City Clerk*

SUBJECT: Columbia City Council Retreat Report - Ms. Teresa Wilson,
City Manager

**FUNDING SOURCE AND
ORIGINAL BUDGET
AMOUNT:**



We Are Columbia

MEETING DATE: February 19, 2019

DEPARTMENT: Budget & Program Management

FROM: *Missy Caughman,*

SUBJECT: General Fund Revenue Projections and Community Promotions Funding - Mr. Jeff Palen, Assistant City Manager/Chief Financial Officer, Ms. Melisa Caughman, Budget and Program Management Director, Ms. Ginger Fanning, Grants Coordinator / Community Projects Liaison

FUNDING SOURCE AND ORIGINAL BUDGET AMOUNT:

STRATEGIC GOALS: Provide high quality municipal services



We Are Columbia

MEETING DATE: February 19, 2019

DEPARTMENT: Legal Department

FROM: *Shari Ardis, Legal Office Manager*

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

PURPOSE: Water

FUNDING SOURCE AND ORIGINAL BUDGET AMOUNT:



We Are Columbia

MEETING DATE: February 19, 2019

DEPARTMENT: City Clerk

FROM: *Erika Moore, City Clerk*

SUBJECT: 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)

PURPOSE: Finlay Park
Municipal Complex
Re-Simplify

**FUNDING SOURCE AND
ORIGINAL BUDGET
AMOUNT:**



We Are Columbia

MEETING DATE: February 19, 2019

DEPARTMENT: Legal Department

FROM: *Shari Ardis, Legal Office Manager*

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

PURPOSE: Boys and Girls Club - sublease of Norman Arnold Center

FUNDING SOURCE AND ORIGINAL BUDGET AMOUNT:



We Are Columbia

MEETING DATE: February 19, 2019

DEPARTMENT: City Clerk

FROM: *Erika Moore, City Clerk*

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

PURPOSE: Housing Authorities

**FUNDING SOURCE AND
ORIGINAL BUDGET
AMOUNT:**



We Are Columbia

MEETING DATE: February 19, 2019

DEPARTMENT: City Clerk

FROM: *Erika Moore, City Clerk*

SUBJECT: Council is asked to approve the February 5, 2019 City Council Meeting Minutes.

**FUNDING SOURCE AND
ORIGINAL BUDGET
AMOUNT:**

ATTACHMENTS:

- **#a:** MN_02_05_2019 (PDF)



COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, FEBRUARY 5, 2019

WORK SESSION - 2:00 P.M.

The Columbia City Council met for a Work Session on Tuesday, February 5, 2019 at City Hall, 1737 Main Street, Columbia, South Carolina 29201. The Honorable Mayor Stephen K. Benjamin called the meeting to order at 2:05 p.m. and the following members of City Council were present: The Honorable Sam Davis, The Honorable Tameika Isaac Devine, The Honorable Moe Baddourah, The Honorable Howard E. Duvall, Jr., The Honorable Edward H. McDowell, Jr., and The Honorable Daniel J. Rickenmann. Also present were Ms. Teresa Wilson, City Manager and Ms. Erika D. Moore, City Clerk. This meeting was advertised in accordance to the South Carolina Freedom of Information Act.

INVOCATION

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

CITY COUNCIL DISCUSSION

1. Columbia Compass: Envision 2036 - Mr. Jonathan Guy, Vice President Kimley Horn and John Fellows, Planning Administrator

Mr. John Fellows, Planning Administrator for the Planning and Development Services Department provided an update on Columbia Compass. We've reached out to over 3,400 people through public meetings, surveys, social media, open houses, 14 neighborhood meetings, and Lunch with a Planner. He presented the demographics of the survey respondents: 57% live in Columbia; 55% work in Columbia; and 11% attend school in Columbia. Over 35% of the respondents have lived in Columbia for 21 years or more. We are boosting the social media posts in areas where we didn't have as much participation. Respondents value our neighborhoods, cultural offerings, opportunities for engagement, protection of cultural and historical assets, and the walkability of Columbia. Respondents also perceive that the City doesn't always prioritize and that neighborhoods are disconnected. There were a lot of comments about infrastructure needs and innovation. Most people want Columbia to be vibrant, safe, and friendly.

Mr. Jonathan Guy, Vice President for Kimley Horn said we've been working with John to collect a lot of data on the City. He conducted a survey with the members of Council using keypad polling devices.



COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, FEBRUARY 5, 2019

Mr. John Fellows, Planning Administrator for the Planning and Development Services Department said we are sending out emails and have made Facebook posts about our public meetings next week. We will provide you all with links and resources that you can easily forward to your constituents.

2. 2020 Census Complete Count Committee - Ms. Krista Hampton, Planning and Development Services Director

Ms. Krista Hampton, Planning and Development Services Director said the 2020 Census is an important endeavor for the federal government, but it has a lot of impact locally. The Census has been conducted every 10 years since 1790. Both political power and funding are tied to the Census. Over \$675 billion a year is distributed to state and local governments based on Census data. There are sixteen large Census guided programs including transportation, CDBG funding, and education funding. The Census has recommended a Complete Count Committee. We have done all of the technical work that needs to be done with the Census. Now it's about a public relations and marketing campaign. It is going to take local voices to tell people how important this is and to ensure them that the privacy of their data is secure. This year, they will allow for online responses to the Census. The Richland Library wants to help with outreach. The highest local elected official establishes a chairperson for the Complete Count Committee. That chairperson establishes subcommittees ranging from education to housing. Funding is required and funding should be a combination of public and private dollars. This presentation was developed by the Census.

Mayor Benjamin said we have to stand up a Complete Count Committee and we have to resource it. Let's look at Baltimore and Houston to see what our effort ought to look like. We should include Melanie [Richland Library] and a whole bunch of stakeholders. Staff was asked to bring a budget back for the Complete Count Committee.



**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, FEBRUARY 5, 2019**

FISCAL YEAR 2019/2020 BUDGET WORKSHOP

3. Water and Sewer Rate Study - Mr. Robert Chambers, MBA, Principal Consultant / Black & Veatch Management Consulting, LLC

Mr. Robert Chambers, MBA, Principal Consultant / Black & Veatch Management Consulting, LLC said this presentation initiates this cycle of the water and sewer rate study. The goal is to present what we will do, talk about how we got here, and to get feedback and direction. This study establishes a financial roadmap. It is important to understand how you will meet your obligations going forward. We also have to determine if you are catching all of the costs associated with operating in a sustainable manner and that your stakeholders understand what this means. Implicit drivers of your business are maintaining revenue stability across the utility fund; making sure you are resilient as a utility; continuing to implement your utility and operating programs; engaging your stakeholders; and staying competitive with your neighboring utilities. We will continue to monitor these drivers. He presented a table outlining the history of water revenues and costs and how we are meeting debt service coverage. Our debt service coverage is net revenues less expenses divided by your annual debt. The internal debt ratio target is 2.0 and we are hovering within that 2.0 range.

Councilor Rickenmann asked why the target is 2.0.

Mr. Robert Chambers, MBA, Principal Consultant / Black & Veatch Management Consulting, LLC said it helps with the cost of capital and your bond rating. It provides a good perspective of how you are running your business. Historically, we've seen lumps of rate increases, which reflect years where there may have been a rate increase and multiple years where there wasn't a rate increase. It is to the testament of this body for taking the action necessary to implement the increases as needed. We were a part of a recent bond issuance that was done by Columbia Water. The rating agency commented on the stability of your organization and your practical approach to taking action. This has allowed you to have a good credit rating. He continued to report that as part of the integrated financial plan paradigm we've had to deal with some issues. For example, the loss of a significant customer.

Councilor Rickenmann argued that the value of what we got back is much greater than anything.



We Are Columbia

COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, FEBRUARY 5, 2019

Mr. Robert Chambers, MBA, Principal Consultant / Black & Veatch Management Consulting, LLC said implementation of your capital program; Clean Water 2020 impacts as it relates to the consumption of costs as a result of flooding and rain events; building out your storm water system; looking at the adjustments of Columbia Water as an operation; and potentially extending service to new customers. These are things we've had to deal as part of this journey. He reviewed the financial forecast that was presented last year. We implemented a 9.76% rate increase last year and based on last year's forecast we are looking at 5.98% rate increase. We wanted to use last year's forecast as a baseline to start the analysis going forward.

Councilor Rickenmann asked how much we are doing at the bulk rate. Are we equally spreading the cost out? There's a gap between government entities and the state. If they are not paying equivalent to what our homeowners are paying, then we need to make an adjustment.

Mr. Clint Shealy, P.E., Assistant City Manager for Columbia Water said we do wholesale water. We don't have a bulk rate. We use an all other rate with the Town of Chapin, Winnsboro, and those types of customers. We are going to be looking at large volumetric users. There is a small differential between the rates.

Mayor Benjamin asked if Winnsboro has moved forward with seeking alternative sources of water?

Mr. Clint Shealy, P.E., Assistant City Manager for Columbia Water said they've installed a water line to the Broad River, but they are still purchasing up to a million gallons per day.

Councilor Baddourah said we surpassed the 2.0 debt ratio limit in previous years. Is that part of the calculation for the rate increase?

Mr. Robert Chambers, MBA, Principal Consultant / Black & Veatch Management Consulting, LLC said we will look at the conditions at that time and try to make the best forecast going forward.

Mayor Benjamin explained that the debt to service coverage ratio is the amount of cash we have to cover our obligations. The proposed rate increases are significantly lower than what we discussed previously. The bifurcated approach we've taken to meeting our needs in terms of debt issuance and paying as we go has helped us tremendously.



**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, FEBRUARY 5, 2019**

Mr. Robert Chambers, MBA, Principal Consultant / Black & Veatch Management Consulting, LLC said our study approach is a bottom up approach where we look at your billing information and rates to calculate revenues based on how you budget and track costs. We incorporate those costs and compare it to the forecast for revenues. We go through the cost of service. We determine how much has been collected from each service type in Columbia Water. The final step goes into pricing and understanding how you should collect revenue. Based on the three step approach, the areas of focus include looking into and maintaining the integrity of the financial system.

Councilor Rickenmann said we are going through the Consent Decree. When do we stop putting in capital and when is it just pure maintenance? Do we have a point where it balances out?

Ms. Teresa Wilson, City Manager said I have been asking everybody to look at how we start preparing ourselves to roll back off of the program management and preparing our human capital to walk on our own.

Mr. Clint Shealy, P.E., Assistant City Manager for Columbia Water said we have a plan in place to start weaning ourselves off of the program management capability. We are absorbing a lot of the rehabilitation costs now in our O&M budget. As the projects have been laid out to meet our Capacity Assurance Program, we have a lot of projects to do. We are about to submit the list of projects that the hydraulic modeling and studies have helped us develop. We submit those to the EPA and they become Consent Decree deliverables. We are wrapping those projects up now. There's quite a bit of capital spend ahead of us to make sure we are in compliance with the Capacity Assurance Program. On average our Wastewater Treatment Plant treats 35 million gallons per day (MGD). We have the capacity for 60 MGD with a potential plan to expand to 80 MGD. When we have rain events, we go well above 60 and approach 100 in really wet seasons. It is not the treatment capacity; the issue is with the conveyance capacity to get it there. We have a significant project coming up for Lake Katherine. We are making the pipes bigger to minimize sanitary sewer overflows in that localized vicinity.

Councilor Rickenmann asked what we are doing to fill the capacity with paying customers. We need to encourage growth within our municipal boundaries and not outside, because it is too expensive to deliver. As we work on the budget, we should pull all of the things together to make a plan and commit the resources needed to recruit five million-gallon users each year for five years. A lot of growth occurs here and we should be able to take advantage of it.

Mayor Benjamin said we need to do a cost benefit analysis for incentivizing it.



COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, FEBRUARY 5, 2019

Mr. Robert Chambers, MBA, Principal Consultant / Black & Veatch Management Consulting, LLC said we are talking about extending service to large use customers and looking at what that rate and options could look like from a cost of service perspective. The third area would be rate design: appropriately pricing the service. Should the service be based on the cost of service or should it be a policy driven factor like economic development? We looked at moving from cubic feet to gallons. What would the impact of that look like?

Councilor Rickenmann said you need to add the customer piece to that, because people don't mind paying extra if they can get quality service and answers.

Mayor Benjamin asked where our current rates fall within the southeast.

Mr. Robert Chambers, MBA, Principal Consultant / Black & Veatch Management Consulting, LLC agreed to provide a comparison during the next update. The next step is to initiate the project.

Mayor Benjamin asked City Manager Wilson to meet with the Delegation and share data from Columbia Compass and from Robert's presentation. It will provide a bit of education as to how this City is unique and how we might need some legislation solutions to help us meet our goals.

EXECUTIVE SESSION

Upon a motion made by Mr. Duvall and seconded by Ms. Devine, Council unanimously voted to enter into Executive Session at 3:25 p.m. for the discussion of **Items 4** through **7** as outlined.

4. Receipt of legal advice related to a pending, threatened, or potential claim pursuant to §30-4-70(a)(2)
 - *Taboo v. City of Columbia (FOIA)*
5. Receipt of legal advice related to matters covered by attorney-client privilege pursuant to §30-4-70(a)(2)
 - *Smoking Ordinance*
 - *Harden Street Safety Enhancements*
 - *MACST Board Membership*
 - *Columbia Housing Authority/Allen Benedict Court*
 - *Assembly Street*



COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, FEBRUARY 5, 2019

6. Discussion of negotiations incident to proposed contractual arrangements pursuant to S. C. Code §30-4-70(a)(2)
 - *Finlay Park*
7. Discussion of employment of an employee pursuant to S.C. Code §30-4-70(a)(2)
 - *Columbia Police Department*

COUNCIL MEETING - 6:00 P.M.

The Columbia City Council conducted a meeting on Tuesday, February 5, 2019 at City Hall, 1737 Main Street, Columbia, South Carolina 29201. The Honorable Mayor Stephen K. Benjamin called the meeting to order at 6:05 p.m. and the following members of City Council were present: The Honorable Sam Davis, The Honorable Tameika Isaac Devine, The Honorable Moe Baddourah, The Honorable Howard E. Duvall, Jr., The Honorable Edward H. McDowell, Jr., and The Honorable Daniel J. Rickenmann. Also present were Ms. Teresa Wilson, City Manager and Ms. Erika D. Moore, City Clerk. This meeting was advertised in accordance to the South Carolina Freedom of Information Act.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Miss Tonne Osborne and Master Ross Tucker.

INVOCATION

Reverend Dr. Reid R. White, Jr. of Jones Memorial AME Zion Church offered the invocation.

ADOPTION OF THE AGENDA

Upon a motion made by Ms. Devine and seconded by Mr. Baddourah, Council voted unanimously to adopt the agenda, subject to the following amendments: recognize Ms. Angell Conwell immediately after the approval of the Consent Agenda; remove the approval of the Capital City Ballpark Demolition from the Consent Agenda; and to update the mentor and protégé participation percentages related to the Metro Wastewater Treatment Plant Levee Improvements.

PUBLIC INPUT RELATED TO AGENDA ITEMS

No one appeared at this time.



COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, FEBRUARY 5, 2019

APPROVAL OF MINUTES

8. Council is asked to approve the January 15, 2019 City Council Meeting Minutes.

Upon a motion made by Mr. Davis and seconded by Mr. McDowell, Council voted unanimously to approve the January 15, 2019 City Council Meeting Minutes.

CONSENT AGENDA ITEMS 9 THROUGH 26

Upon a single motion made by Mr. Baddourah and seconded by Mr. Davis, Council voted unanimously to approve the **Consent Agenda Items 9** through **26**, subject to amending **Item 9**.

9. Council is asked to approve a contract for the Metro Wastewater Treatment Plant Levee Improvements, as requested by Columbia Water. Award to Stutts & Williams, LLC in an amount not to exceed \$906,582.95, which includes contingency funding. This firm is located in Lexington, SC. – *Approved as amended to reflect the following mentor and protégé participation percentages: Stutts & Williams, LLC, a certified LBE, will be the Mentor for this project and will perform grading and import of fill material at 80.0% (\$630,333) of the total contract value. Hammerhead Utilities, LLC of Columbia SC will be the protégé and will be providing clearing and erosion control services at 20.0% (\$158,000) of the total contract value.*

Funding Source: 5529999-SS7171-658650 - The original budgeted amount is \$1,700,000.00.

10. Council is asked to approve a contract for the Booker Washington Heights Water System Improvements Project, as requested by Columbia Water. Award to G.H. Smith Construction, Inc., a Minority Business Enterprise (W) in an amount not to exceed \$2,925,047.00, which includes contingency funding. This firm is located in Columbia, SC. – *Approved*

Funding Source: 5529999-WM4375-658650 - The original budgeted amount is \$3,224,325.00.

This project has been designated as a Mentor Protégé Program project.



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G.H. Smith Construction, Inc., a certified LBE, will be serving as the Mentor and will be performing 43.7% (\$1,146,037.00) of the total contract value. Smoak Construction, LLC of Little Mountain, SC will serve as the Protégé on this project and will perform construction services totaling 20.0% (\$525,010.00) of the total contract value.

The following subcontractors will provide additional services/materials:

Armstrong Contractors, LLC of Columbia, SC, a certified LBE, will be providing asphalt and paving services at 6.6% (\$174,000.00) of the total contract value.

Fortiline Waterworks of Columbia SC will be providing pipe and fittings at 16.4% (\$430,000.00) of the total contract value.

Capital Concrete of Lexington, SC, a certified LBE, will be providing flowable fill and concrete at 13.3% (\$350,000.00) of the total contract value.

11. Council is asked to approve the Sanitary Sewer Pipe Rehabilitation Annual Maintenance Contract for fiscal year 2018/2019, as requested by Columbia Water. Award to IPR Southeast, LLC in an amount not to exceed \$6,500,000.00, which includes contingency funding. This firm is located in Stone Mountain, GA. - *Approved*

Funding Source: 552999-SS6966-18/19-658650 - The original budget amount is \$7,500,000.00.

This is a Clean Water 2020 Program Project and a Columbia Disadvantaged Business Enterprise construction project. The following subcontractors will provide additional services:

Southern Traffic Control (aka Plus Enterprise) of Columbia, SC, a certified DBE, will provide traffic control services at 14.6% (\$865,125.00) of the total contract value.

Lindler's Construction of South Carolina, LLC of Newberry, SC, a certified DBE(M) and a certified LBE, will provide point repairs, concrete and hauling at 11.4% (\$675,750.00) of the total contract value.

Southern Commercial Development, LLC, a certified DBE(W) of Lexington, SC, will provide traffic control services at 0.8% (\$50,000.00) of the total contract value.



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United Sewer Services, Inc. of Patterson, GA will provide CCTV and cleaning services at 10.7% (\$636,250.00) of the total contract value.

BLD Services, LLC of Kenner, LA will provide sectional/lateral liners at 10.5% (\$625,000.00) of the total contract value.

P & H Utilities of Shelby, NC will provide open cut services at 9.1% (\$537,175.00) of the total contract value.

12. Council is asked to Rescind the Award to Emergency Professionals Inc. for the purchase of an Engine in an amount not to exceed \$616,241.00 and a Ladder Truck in an amount not to exceed \$1,431,847.00, as requested by the Fire Department and approved by Council on January 8, 2019. Council is further asked to Award Spartan Fire & Emergency, Apparatus, Inc., located in Roebuck, SC for the purchase of an Engine in an amount not to exceed \$616,241.00 and a Ladder Truck in an amount not to exceed \$1,431,847.00, as requested by the Fire Department. – *Approved*
13. ANNEXATION, COMPREHENSIVE PLAN MAP AMENDMENT, AND ZONING MAP AMENDMENT - 2807 Atlas Road; TMS# 13510-01-01

Ordinance No.: 2019-005 - Annexing and Incorporating 2807 Atlas Road, Richland County TMS#13510-01-01 into the Plan Columbia Land Use Plan Putting the Pieces Together adopted by Ordinance No.: 2015-014 on February 17, 2015

Council District: 3

Proposal: Request to annex, assign land use classification of Urban Edge Community Activity Center (UEAC-1) and assign zoning of General Commercial District (C-3). The property is currently classified as Economic Development Center/Corridor and zoned General Commercial (GC) by Richland County.

Applicant: Circle K Stores, Inc.

Staff Recommendation: Approval

PC Recommendation: 11/05/2018; Approval (9-0)



**COLUMBIA CITY COUNCIL MEETING MINUTES
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First reading approval was given on January 15, 2019. – Approved on second reading.

14. ANNEXATION, COMPREHENSIVE PLAN MAP AMENDMENT, AND ZONING MAP AMENDMENT - 1200 Veterans Road Suite 1, 1200 Veterans Road Suite 2, and 0.65 acres B/S Veterans Road; TMS# 16302-07-16 and 16302-07-61

Ordinance No.: 2019-004 - Annexing and Incorporating 1200 Veterans Road, Suite 1, 1200 Veterans Road, Suite 2, and 0.65 acres 8/S Veterans Road, Richland County TMS #16302-07-16 and 16302-07-61 into the Plan Columbia Land Use Plan Putting the Pieces Together adopted by Ordinance No.: 2015-014 on February 17, 2015

Council District: 3

Proposal: Request to annex, assign land use classification of Industrial (IND) and assign zoning of Light Industrial District with a portion within the Flood Protective Overlay (M-1, -FP). The property is currently classified as Mixed Residential High Density and zoned Light Industrial District (M-1) by Richland County.

Applicant: HollyKat Properties, LLC

Staff Recommendation: Approval

PC Recommendation: 11/05/2018; Approval (9-0)

First reading approval was given on January 15, 2019. – Approved on second reading.

15. ANNEXATION, COMPREHENSIVE PLAN MAP AMENDMENT, AND ZONING MAP AMENDMENT - 209 Plumbers Road; TMS# 14303-02-04

Ordinance No.: 2019-003 - Annexing and Incorporating 209 Plumbers Road, Richland County TMS#14303-02-04 into the Plan Columbia Land Use Plan Putting the Pieces Together adopted by Ordinance No.: 2015-014 on February 17, 2015

Council District: 1

Proposal: Request to annex, assign land use classification of Employment Campus (EC) and assign zoning of Light Industrial District (M-1). The property is currently classified as Economic Development Corridor and zoned M-1 by Richland County.



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Applicant: Robert L. Cohen, trustee of the Cohen Family Trust

Staff Recommendation: Approval

PC Recommendation: 11/05/2018; Approval (9-0)

First reading approval was given on January 15, 2019. – Approved on second reading.

16. ANNEXATION, COMPREHENSIVE PLAN MAP AMENDMENT, AND ZONING MAP AMENDMENT - 5.82 acres S. Beltline Boulevard; TMS# 13606-02-02

Ordinance No.: 2019-001 - Annexing and Incorporating 5.82 acres S. Beltline Boulevard, Richland County TMS#13606-02-02, into the Plan Columbia Land Use Plan Putting the Pieces Together adopted by Ordinance No.: 2015-014 on February 17, 2015

Council District: 3

Proposal: Request to annex, assign land use classification of Industrial (IND) and assign zoning of Heavy Industrial District with a portion within the Flood Protective Overlay (M-2 and M-2, -FP). The property is currently classified as Mixed Residential High Density and zoned Heavy Industrial (HI) by Richland County.

Applicant: Beltline Partners, LLC

Staff Recommendation: Approval

PC Recommendation: 11/05/2018; Approval (9-0)

First reading approval was given on January 15, 2019. – Approved on second reading.

17. ANNEXATION, COMPREHENSIVE PLAN MAP AMENDMENT, AND ZONING MAP AMENDMENT - 101 Sparkleberry Crossing Road; TMS# 25705-07-34

Ordinance No.: 2019-002 - Annexing and Incorporating 101 Sparkleberry Crossing Road, Richland County TMS#25705-07-34 into the Plan Columbia Land Use Plan Putting the Pieces Together adopted by Ordinance No.: 2015-014 on February 17, 2015



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Council District: 4

Proposal: Request to annex, assign land use classification of Regional Activity Corridor (AC-3) and assign zoning of General Commercial District (C-3). The property is currently classified as Mixed Use Corridor and zoned General Commercial (GC) by Richland County.

Applicant: Westview-Durham, LLC

Staff Recommendation: Approval

PC Recommendation: 11/05/2018; Approval (9-0)

First reading approval was given on January 15, 2019. – Approved on second reading.

18. ANNEXATION, COMPREHENSIVE PLAN MAP AMENDMENT, AND ZONING MAP AMENDMENT - 908 Oakland Avenue; TMS# 11707-06-13

Ordinance No.: 2019-007 - Annexing and Incorporating 908 Oakland Avenue, Richland County TMS #11707-06-13 into the Plan Columbia Land Use Plan Putting the Pieces Together adopted by Ordinance No.: 2015-014 on February 17, 2015

Council District: 1

Proposal: Request to annex, assign land use classification of Urban Edge Residential Small Lot (UER-1) and assign zoning of Single-Family Residential District (RS-3). The property is currently classified as Mixed Residential High Density and zoned Residential Single-Family High Density (RS-HD) by Richland County.

Applicant: Armondo Donald Balthrope

Staff Recommendation: Approval

PC Recommendation: 12/03/2018; Approval (7-0)

First reading approval was given on January 15, 2019. – Approved on second reading.



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19. ANNEXATION, COMPREHENSIVE PLAN MAP AMENDMENT, AND ZONING MAP AMENDMENT - 1124 S. Ott Road; TMS# 13703-05-08

Ordinance No.: 2019-008 - Annexing and Incorporating 1124 South Ott Road, Richland County TMS #13 703-05-08 into the Plan Columbia Land Use Plan Putting the Pieces Together adopted by Ordinance No.: 2015-014 on February 17, 2015

Council District: 3

Proposal: Request to annex, assign land use classification of Urban Core Residential Small Lot (UCR-1) and assign zoning of General Residential District (RG-1). The property is currently classified as Mixed Residential High Density and zoned Residential Multifamily Family Medium Density (RM-MD) by Richland County.

Applicant: Michael P. Scheele

Staff Recommendation: Approval

PC Recommendation: 12/03/2018; Approval (7-0)

First reading approval was given on January 15, 2019. – Approved on second reading.

20. ANNEXATION, COMPREHENSIVE PLAN MAP AMENDMENT, AND ZONING MAP AMENDMENT - 1315 Basil Street; TMS# 16309-05-08

Ordinance No.: 2019-006 - Annexing and Incorporating 1315 Basil Street, Richland County TMS #16309-05-08 into the Plan Columbia Land Use Plan Putting the Pieces Together adopted by Ordinance No.: 2015-014 on February 17, 2015

Council District: 3

Proposal: Request to annex, assign land use classification of Urban Edge Residential Small Lot (UER-1) and assign zoning of Single-Family Residential District (RS-2). The property is currently classified as Economic Development Corridor and zoned Light Industrial (M-1) by Richland County.

Applicant: Mt. Sinai Southern United Church of Jesus Christ (Apostolic) formerly known as Mt. Sinai United Church of Jesus Christ Apostolic



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Staff Recommendation: Approval

PC Recommendation: 12/03/2018; Approval (7-0)

First reading approval was given on January 15, 2019. – Approved on second reading.

21. ZONING TEXT AMENDMENT - Amend §17-401 and §17-405(b)(5) Temporary Signs

Ordinance No.: 2018-075 - Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 17, Planning, Land Development and Zoning, Article III, Zoning, Division 12, Signs, Sec. 17-401, Definitions and Sec. 17-405 Temporary signs (b)(5)

Proposal: Amend City of Columbia's Code of Ordinances §17-401 (Definitions) and §17-405(b)(5) (Temporary Signs) to reflect proposed changes to the temporary signage regulations for feather flags

Pertinent Sections: Chapter 17, Article III, Division 12, Amend §17-401- Definitions; Chapter 17, Article III, Division 12, Amend §17-405(b)(5) - Temporary Signs

Applicant: Rachel Bailey, Zoning Administrator

Staff Recommendation: Approval

PC Recommendation: 11/05/2018; Approval (9-0)

First reading approval was given on January 15, 2019. – Approved on second reading.

22. Resolution No.: R-2018-112 Authorizing consumption of beer and wine only at the “St. Pat’s in Five Points Festival” and authorizing the City Manager and the Parks and Recreation Director to sign Park Rules for the St. Pat's in Five Points Festival on Saturday, March 16, 2019 with a rain contingency of Sunday, March 17, 2019 - *Approved*

23. Resolution No.: R-2019-002 Authorizing consumption of beer and wine beverages only at the Official Kick-Off to St. Pat's in Five Points at the Five Points Fountain on Sunday, March 3, 2019 with a rain date contingency of Sunday, March 10, 2019 - *Approved*



We Are Columbia

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24. Resolution No.: R-2019-003 Authorizing consumption of beer and wine only at the Dinner on Main Street on April 7, 2019 - *Approved*
25. Resolution No.: R-2019-014 - Authorizing consumption of beer and wine beverages only at the Capital City Hoop & Music Fest on Main Street on Saturday, March 23, 2019 with a rain contingency date of Sunday, March 24, 2019 – *Approved*

CONSIDERATION OF BIDS & AGREEMENTS

26. Council is asked to approve a contract for Capital City Ballpark Demolition, as requested by Columbia Water. Award to Carolina Wrecking, Inc. in an amount not to exceed \$136,500.00, which includes contingency funding. Carolina Wrecking, Inc., a certified Local Business Enterprise, is located in Columbia, SC. - *Approved*

Funding Source: 4039999-CP0001601 - The original budgeted amount is \$136,500.00.

The following subcontractor will provide additional services:

Asbestos & Demolition, Inc. of Lugoff, SC will provide asbestos abatement services at 2.0% (\$2,500.00) of the total contract value.

Councilor Baddourah asked staff to explain what is going on with the ballpark. I know we have a contentious contract on it and just to be fair and open to the public, this money we are using to demolish the ballpark is in the contract that we signed. The contingency money that he paid is nonrefundable and we are going to use it to demolish the building.

Ms. Krista Hampton, Planning and Development Services Director explained that as part of the negotiations to extend the last contract there was a termination of the escrow funding, which allowed us to use that for the demolition of the structure.

Upon a motion made by Mayor Benjamin and seconded by Mr. Rickenmann, Council voted unanimously to approve a contract for Capital City Ballpark Demolition, as requested by Columbia Water. Award to Carolina Wrecking, Inc. in an amount not to exceed \$136,500.00, which includes contingency funding. Carolina Wrecking, Inc., a certified Local Business Enterprise, is located in Columbia, SC.



COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, FEBRUARY 5, 2019

PRESENTATIONS

27. Recognition of Angell Conwell - The Honorable Mayor Stephen K. Benjamin

Mayor Benjamin said I wanted to take an opportunity to recognize one of our great success stories. Angell is an accomplished actress gracing the big screen and the small screen. With so many talents, she's a wonderful example of what our young people can accomplish in this world with faith, perseverance, incredible parents, and an entire community pouring into them.

Mayor Benjamin and the members of Council proclaimed Tuesday, February 5, 2019 as Angell Conwell Day in the City of Columbia.

Ms. Angell Conwell said thank you so much Mayor Benjamin and City Council. I am very full of joy and I am grateful. I entered into the entertainment field, because I wanted to help heal people through laughter and through telling stories. I am so grateful to God that that has happened and there are so many more things planned. I wouldn't be able to do this without the love and support of my family and my loved ones. To have the support of my city means so much.

28. Special Presentation - Ms. Teresa Wilson, City Manager

Ms. Teresa Wilson, City Manager said it is a night of recognizing our hometown greats. We have another presentation that we would like to make in honor of one of our own. Fire Chief Aubrey D. Jenkins with Columbia-Richland Fire is celebrating 40 years of service.

There was a video presentation highlighting Chief Jenkins' career.

Mayor Benjamin and the members of Council proclaimed February 2019 as Chief Aubrey Jenkins Month in the City of Columbia.

Mr. Aubrey D. Jenkins, Fire Chief / Columbia-Richland Fire Department said this is an honor. I'm grateful and I'm thankful. The Lord has really blessed me here at the City for 40 years. I never thought that it would come to this. This City has really been good to me and I have no complaints. I have the best Fire Department in the nation. I want to thank my wife, because you can't be in these positions for this long without support from your wife. When I leave out at two o'clock in the morning, I am leaving my family.

Mayor Benjamin presented Fire Chief Aubrey Jenkins with a Key to the City.



COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, FEBRUARY 5, 2019

Ms. Teresa Wilson, City Manager presented Chief Jenkins with autographed fire safety boots.

Councilor Baddourah said from one fireman to another, I want to thank you for everything you do. You never quit working and you always do the right thing. You are always there for the people and we appreciate the hard work you are doing for the City.

29. Special Presentations - The Honorable Mayor Stephen K. Benjamin

Mayor Benjamin said I want to take an opportunity to recognize four young people who are about to blaze their own trails with certificates of achievement and a little bit of financial incentive to continue doing the great things that they're doing: Mr. Elijah Jenkins, Miss Tonne Osborne, Mr. Ross Tucker, and Mr. Robert Harris. The future in Columbia, South Carolina and this great country is bright. These academic records with focus on leadership and a commitment to service is so important. Recognizing that we've all been given incredible opportunities because of the work of our parents, grandparents, and others we may never know. The fact that you all are enlightened enough to realize that you have a responsibility to help and lead this community is something that we wanted to celebrate.

30. City LIGHT Presentation - Ms. Teresa Wilson, City Manager

Ms. Teresa Wilson, City Manager said on Saturday, January 19, 2019, Columbia police officers responded to a three vehicle collision at Bluff Rd and I-77. Columbia Recruit Firefighter Brandon Zinn was involved in the collision. He was struck by an impaired motorist and was left in critical condition. Cpl. Justin Poage was one of the first to arrive on scene and immediately started to apply an issued tourniquet to Brandon's leg wound trying to stop the bleeding. Richland County EMS arrived and transported Brandon to the hospital where he underwent successful lifesaving surgery. Earlier that afternoon, both Richland County EMS and Palmetto Health Richland staff contacted CPD to acknowledge Cpl. Poage's lifesaving actions. It was stated that without the quick application of the tourniquet to the leg wound, Recruit Firefighter Zinn would not have been able to survive his injuries. Please join me in commending Cpl. Justin Poage for his heroic lifesaving actions.



COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, FEBRUARY 5, 2019

Mr. William “Skip” Holbrook, Police Chief / Columbia Police Department said it’s an honor and a privilege to work with you every day Aubrey. We are lucky to have you. Justin Pouk has been with the Columbia Police Department since 2009, but I had the privilege of promoting him to Corporal over a year ago. He is one of many officers who have been trained with tactical first aid. They carry Narcan, which is an opioid reversal agent used to save someone’s life. He has been trained with his tourniquet and it was no surprise to us to see him perform in such a heroic way. It’s what we do and it’s what he does every day. He works in a great region and they are here to support him. It’s all about service before self. I’m glad that Brandon is recovering. I received a wonderful letter from his mother.

RESOLUTIONS

31. Resolution No.: R-2019-005 Release and Abandonment of a five (5’) foot portion of the City’s Existing 30’ Water Line Easement along a portion of Richland County TMS# 16606-03-03; 1890 Shady Lane; CF#97-49 & CF#250-376 - *Approved*

Upon a motion made by Mr. Rickenmann and seconded by Mr. Baddourah, Council voted unanimously to approve Resolution No.: R-2019-005 Release and Abandonment of a five (5’) foot portion of the City’s Existing 30’ Water Line Easement along a portion of Richland County TMS# 16606-03-03; 1890 Shady Lane; CF#97-49 & CF#250-376.

ORDINANCES - FIRST READING

32. Ordinance No.: 2019-011 Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 14, Offenses and Miscellaneous Provision, Article IV, Offenses Against the Public Peace and Order to add Sec. 14-107 Careless operation of drone - *First reading approval was given on February 5, 2019.*

Upon a motion made by Mr. Rickenmann and seconded by Mr. Davis, Council voted unanimously to give first reading approval to Ordinance No.: 2019-011 Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 14, Offenses and Miscellaneous Provision, Article IV, Offenses Against the Public Peace and Order to add Sec. 14-107 Careless operation of drone.



**COLUMBIA CITY COUNCIL MEETING MINUTES
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OTHER MATTERS

33. Council is asked to approve the Installation one (1) Speed Hump on Shirley Street in the Melrose Heights Neighborhood, as requested by the Public Works Department. - *Approved*

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

Upon a motion made by Mr. McDowell and seconded by Mr. Duvall, Council voted unanimously to approve the Installation one (1) Speed Hump on Shirley Street in the Melrose Heights Neighborhood, as requested by the Public Works Department.

34. Columbia Housing Authority / Allen Benedict Court Update

Mayor Benjamin thanked Police Chief Holbrook and Fire Chief Aubrey Jenkins for the comprehensive report made to the community on yesterday of their ongoing work. We fully support that work.

Councilor McDowell said there are persons in the Chambers tonight who were some of our first responders in addition to Chief Jenkins, Code Enforcement, and the Police Department. There are persons and congregations that I would like to see stand.

Mayor Benjamin thanked Reverend McDowell for his incredible leadership with the humanitarian response. You would've done that even if you weren't a City Councilman. Your leadership in helping to meet the needs of the residents of Allen Benedict Court has been stalwart and we want to thank you. I want to thank all of our colleagues up here. We all want to make sure that this is properly investigated and that there is accountability at the end of the investigation. Our efforts on yesterday were to make sure that there is a transparent accounting of everything that has occurred.

Upon a motion made by Mr. McDowell and seconded by Ms. Devine, Council voted unanimously to fully support the independent investigation by the Columbia Police Department supported by the Columbia Fire Department and the South Carolina Law Enforcement Division in consultation with the Circuit Solicitor and the HUD Office of the Inspector General into the events that led to the deaths of two of our citizens: Mr. Calvin Witherspoon and Mr. Derrick Roper.



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CONSIDERATION OF MATTERS DISCUSSED DURING THE WORK SESSION

No items were discussed at this time.

CITY COUNCIL COMMITTEE REPORTS / REFERRALS

No City Council Committee reports or referrals were made at this time.

APPEARANCE OF THE PUBLIC

Ms. Diane Wiley, President of the Belvedere Community said I was sorry to hear about what happened at Allen Benedict Court. Have you looked at the other residences? We go to the Read Street High Rise to deliver food and that place looks terrible. The Marion Street [High Rise] looks bad, too. Don't let these things go down before we get it solved. My husband and I have been out of our house since 2015. I have snakes in my house now. I need somebody to come to our meeting on the second Thursday of this month to explain to our neighbors what's going on. Councilman McDowell knows that Ms. Jones' backyard is corroding. My backyard is gone. Two neighbors moved out because of the ditches. 29203 and 29204 needs help. We started our grocery store on Truman Street. We own our own grocery store and we have good members.

Mr. Regi Solis, Needful Things said you know the issues that I've brought to you before. A Columbia Police Officer attended our Homeless Helping Homeless meeting recently and he informed us that items seized by the police are held for ninety days and can be retrieved from there if properly identified. He read the South Carolina Code of Laws Title 47, Animals, Livestock, and Poultry, Chapter 1, Cruelty to Animals. How can we get in trouble for treating our animals this way when we don't get into trouble for treating fellow human beings this way?

Mr. Bill Shanahan, co-owner of the Blowfish Baseball Club said we played a number of years at the Capital City Baseball Stadium and I was also the general manager of the Bombers in the 1990s before that the Columbia Mets. I received a call yesterday saying that it was going to be torn down. I've known that for a while. In many ballparks across the country that have less history of baseball hall of famers that have played at their stadiums, before they tear down the stadium, they give the fans an opportunity to go through it one more time. There is also an opportunity to purchase the old seats and other things that have great history to many baseball fans. What will be the opportunity for that?



**COLUMBIA CITY COUNCIL MEETING MINUTES
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Mayor Benjamin said mitigating the challenges with the property are a priority. He asked City Manager Wilson if we can work out something to accommodate some salvage of memorabilia and the like with limited access.

Ms. Teresa Wilson, City Manager said we can certainly do that. Getting this on Council's agenda was the first step to move forward with the demolition, which is necessary. We also want to be cognizant of any memories. We will work with you on that.

Mr. Bill Shanahan, co-owner of the Blowfish Baseball Club said I have no problem helping with placing a monument on the site so that people can see, read, and hear about the great history of baseball and wonderful music. Hootie & The Blowfish played their homecoming reunion tour in 1993 at that ballpark.

Mayor Benjamin said I'd love to work with you on that. He announced that there is a vacancy on the Midlands Authority for Conventions Sports and Tourism Board. We will post that vacancy for citizens to apply. There are two positions coming up on the Columbia Housing Authority Board that we will post immediately for a period of two weeks to get a wide selection of citizens who might fill those vacancies.

ADJOURNMENT

Upon a motion made by Mr. McDowell and seconded by Mr. Baddourah, Council voted unanimously to adjourn the meeting at 6:59 p.m.

Respectfully submitted by:

Erika D. Moore, CMC
City Clerk



We Are Columbia

MEETING DATE: February 19, 2019

DEPARTMENT: Procurement and Contracts

FROM: Sandra Wright, Purchasing Agent

SUBJECT: Council is asked to approve a Hardware Maintenance and Service Contract, as requested by the Information Technology Department. Award to the Hewlett Packard Enterprise Company, using SC State Contract #4400011431 in the amount of \$55,165.60. This vendor is located in Roseville, CA.

REQUISITION NO.: R195293

FUNDING SOURCE AND ORIGINAL BUDGET AMOUNT: Funding Source: Information Technology - Maintenance and Service Contract 1011120-638200. The original budget amount is \$55,165.60.

ORIGINAL BUDGET: \$55,165.60

CLEAN WATER 2020?: No

STRATEGIC GOALS: Provide high quality municipal services

Sec 2-204. (7) of the City Ordinance. Competitive sealed bidding required; exceptions allow the City to purchase goods and services without competitive sealed bidding for the procurement of information technology.

ATTACHMENTS:

- **#a:** R195293 - Quote - Hewlett Packard Enterprise Company (PDF)
- **#b:** SC Contract (PDF)

Janelle Wallace
Hewlett Packard Enterprise Company
8000 Foothills Blvd
ROSEVILLE CA 95747

MICHAEL VUKOVICH
City of Columbia
1136 Washington St
COLUMBIA SC 29201-3224

01/31/2019

Support Account Reference: CITYOFCOLUMBIAEVA
HPE Reference Number: 48626569

Dear MICHAEL VUKOVICH:

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

Option 1: Provide an open-ended purchase order. An open-ended purchase order allows Hewlett Packard Enterprise to add products to your agreement as necessary, as well as renew your support from year to year. Cancellation of the support service agreement requires a 30-day written notice.

Option 2: Provide a PO for the coverage dates specified in the enclosed referenced proposal.
Your PO must note at least one of the following, along with the support coverage period:

1. Hewlett Packard Enterprise Reference (quote) number(s),
2. Support Account Reference(s) (SAR)
3. Service Agreement ID(s) (SAID)
4. AMP ID(s)

* If there is an approval signature section on your PO then it should be signed/approved before sending to Hewlett Packard Enterprise. Please indicate if you are taxable or tax exempt. If your organization is Tax Exempt, please send a copy of your Tax Exemption Certificate with your PO. Include your billing frequency and current invoice-to address.

Option 3: Sign and return the attached Signature Authorization Form (SAM).

* If you provide authorization via the SAM form (Signature Authorization Method), please insure that all of the applicable boxes are checked on the form, along with the printed name and signature of the authorizing party.

Note: If the information in Options 1 through 3 is not included in your PO or SAM Form then Hewlett Packard Enterprise will need to contact you to collect this missing data, which will cause a delay in activating your support contract(s). Hewlett Packard Enterprise requires these details for audit purposes.

Hewlett Packard Enterprise values your business and looks forward to providing you with continued support. If you require further assistance, please contact your HPE Representative at 916 5401056 . You can send your PO or SAM to your HPE Representative, or FAX it to .

Sincerely,
Janelle Wallace
HPE Representative

SIGNATURE AUTHORIZATION METHOD (SAM)

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

(1) Customer Information:

Company Name
City of Columbia

Invoice to Address

Columbia SC 29217

(2) Contract Information: Unless otherwise notified all quotes under the AMP ID below will be renewed:

☐ Initial Quote Number: 48626569

☐ ** AMP ID: N ML501598060

Support Account Reference: CITYOFCOLUMBIAEVA **Coverage Period:** 01/23/2019 - 01/22/2020

***The enclosed Support Account Overview dated 01/31/2019 summarizes the quotes contained within the above AMP ID.

This quote bundle is valid until: 02/22/2019

☐ Check as applicable if your authorization is open-ended.

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

(3) REQUIRED- Tax Information:

☐ Taxable **OR** ☐ Tax Exempt Exemption # _____ (Attach copy of exemption certificate)

(4) REQUIRED- Billing Frequency: Do not enclose Payment. Please select one of the following:

Please bill me:

☐ Pre-Pay up front for the entire coverage term

☐ Annually

☐ Quarterly (Total annual amount must exceed \$20,000)

☐ Semi-Annually (Total annual amount must exceed \$20,000)

☐ Monthly (Total annual amount must exceed \$20,000)

☐ Charge my credit card. Check one: ☐ Visa ☐ MasterCard ☐ American Express

For your protection, please call your HPE Sales Representative with the credit card number.

Cardholder Name (Print) _____

Cardholder's Signature _____

Credit Card Invoice-To Address _____

(5) REQUIRED- Service Authorization and Terms and Conditions:

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

Authorized Signature and Date

Printed Name, Title and Phone Number

(6) Completed form should be returned to:

Hewlett Packard Enterprise Company
Janelle Wallace
8000 Foothills Blvd
ROSEVILLE, CA 95747

TEL: 916 5401056
FAX:

Support Account Overview

AMP ID: N ML501598060
Special Terms and Conditions No: 4400011431

Customer Address:
City of Columbia
1136 Washington St
COLUMBIA SC 29201-3224

HPE Address:
Hewlett Packard Enterprise Company
8000 Foothills Blvd
ROSEVILLE CA 95747

Customer Contact:
MICHAEL VUKOVICH
Tel: (803) 737-4222
Fax:
E-mail mvukovich@columbiasc.net

HPE Representative:
Janelle Wallace
Tel: 916 5401056
Fax:
E-mail janelle.wallace@hpe.com

This quote is valid until 02/22/2019

This order is governed by the specific agreement referenced below in the comment section. If none is identified, then Hewlett Packard Enterprise's standard terms will apply. Either one is the "Agreement".
Multi-year support renewals are governed by the Exhibit E24 in addition to the Agreement unless otherwise specified.

- Standard Terms: www.hpe.com/docs/customerterms
- Datasheets: www.hpe.com/info/mktlibrary

Your Support Access Options for Service Agreement Customers:

- Manage your service agreement online, visit - <https://s360.hpe.com> / <https://esam.hpe.com>
- HPE Support Center - www.hpe.com/support/hpesc

Please have your Service Agreement ID and Product/Serial available to expedite your support experience.

Support Account Reference	Service Agreement ID	Coverage Period		Description	Contract Total/USD
		From:	To:		
CITYOFCOLUMBIAEVA	1033 8532 1879	01/23/2019	01/22/2020	USE74413EL	26,111.08
SGA311002L	1048 2423 3195	01/23/2019	01/22/2020	SGA311002L	29,054.52
Total Excluding Taxes 1136 WASHINGTON ST COLUMBIA					55,165.60

Please refer to the payment schedule for prices to be invoiced yearly in advance.

Support Account Overview

AMP ID: N ML501598060

Customer Address:
City of Columbia
1136 Washington St
COLUMBIA SC 29201-3224

HPE Address:
Hewlett Packard Enterprise Company
8000 Foothills Blvd
ROSEVILLE CA 95747

Support Account Reference	Coverage Period	Description	Contract Total/USD
	From: To:		

Summary of Charges	
Hardware Support	45,305.92
SW Updates eDelivery	3,415.20
Software Helpdesk Services	37.68
Software Support-Labor	6,406.80
Total Excluding Taxes	55,165.60

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

Please refer to the payment schedule for prices to be invoiced yearly in advance.

Support Account Detail

Special Terms and Conditions No: 4400011431
Your PO Reference:
CCRN Number: 0338532189

Support Account Reference:
CITYOFCOLUMBIAEVA

HPE Reference No.: 48626569

Equipment Address:
City of Columbia
1136 Washington St
Columbia SC 29201-3224

Software Update Address:
City of Columbia
1136 Washington St
Columbia SC 29201-3224

Hardware Contact:
MICHAEL VUKOVICH
Tel: (803) 737-4222
Fax:

Software Contact:
MICHAEL VUKOVICH
Tel: (803) 737-4222
Fax:

This quote is valid until 02/22/2019
Coverage from: 01/23/2019 to: 01/22/2020

Service Agreement ID: 1033 8532 1879 For Support, please call: 866-211-5211

Product No.	Description	Serial No.	Coverage Period from: to:	Qty	Price/USD
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Comment:

Participating Addendum #4400011431 must be sited on Purchase Order

H1K93AC HPE Proactive Care 24x7 wDMR SVC
*** Hardware Support ***

HPE Hardware Maintenance Onsite Support

- Hardware Problem Diagnosis
- Onsite Support
- Parts and Material provided
- 4 Hr Onsite Response
- 24 Hrs Std Office Days
- 24 hrs, Day 6
- 24 hrs, Day 7
- Holidays Covered
- Travel Zone 1
- Defective Media Retention
- No Usage Limitation
- Remote Delivery SVC Advanced
- Access to Adv Tech Specialists

AM868B	HP 8/24 Base 16-ports Enabled SAN Switch	USB416U1HB	1	39.98
AM868B	HP 8/24 Base 16-ports Enabled SAN Switch	USB416U1H8	1	39.98
AM868B	HP 8/24 Base 16-ports Enabled SAN Switch	USB416U1HF	1	39.98
AM868B	HP 8/24 Base 16-ports Enabled SAN Switch	USB416U1HT	1	39.98
AM867A	HP 8/8 (8)-ports Enabled SAN Switch	USB901T7TB	1	46.26
AM867A	HP 8/8 (8)-ports Enabled SAN Switch	USB901T7SV	1	46.26
AM868A	HP 8/24 Base 16-ports Enabled SAN Switch	USB120U1RE	1	48.61
AM868A	HP 8/24 Base 16-ports Enabled SAN Switch	USB120U1PP	1	48.61
QR483A	HPE 3PAR StoreServ 7400 2-N Storage Base	MXN3095560	11/01/20191	112.11

Please refer to the payment schedule for prices to be invoiced yearly in advance.

Special Terms and Conditions No: 4400011431
Your PO Reference:
CCRN Number: 0338532189

Product No.	Description	Serial No.	Coverage Period from: to:	Qty	Price/USD
QR483A	HPE 3PAR StoreServ 7400 2-N Storage Base	MXN3095559	11/01/2019	1	112.11
QK721AR	HP P6550 EVA Dual Cntrl Stor Reman Rack	SGA311002L		1	116.03
	Please note HPE can no longer support this item from: 12/31/2021				
QK721AR	HP P6550 EVA Dual Cntrl Stor Reman Rack	SGA315000R		1	116.03
	Please note HPE can no longer support this item from: 12/31/2021				
783359-S01	HP DL160 Gen9 E5-2620v3 SFF US Svr/S-Buy	2M25210210		1	53.31
AW590AR	HP M6612 2TB 6G SAS 7.2K MDL Reman HDD	TH2122C0AH		1	9.41
AW590AR	HP M6612 2TB 6G SAS 7.2K MDL Reman HDD	TH2122C0AD		1	9.41
AW590AR	HP M6612 2TB 6G SAS 7.2K MDL Reman HDD	TH2122C0A9		1	9.41
AW590AR	HP M6612 2TB 6G SAS 7.2K MDL Reman HDD	TH2122C0A6		1	9.41
AW590AR	HP M6612 2TB 6G SAS 7.2K MDL Reman HDD	TH2122C0A4		1	9.41
AW590AR	HP M6612 2TB 6G SAS 7.2K MDL Reman HDD	TH2122C0A0		1	9.41
AW590AR	HP M6612 2TB 6G SAS 7.2K MDL Reman HDD	TH2122C09Z		1	9.41
AW590AR	HP M6612 2TB 6G SAS 7.2K MDL Reman HDD	TH2122C08L		1	9.41
AW590AR	HP M6612 2TB 6G SAS 7.2K MDL Reman HDD	TH2122C089		1	9.41
AW590AR	HP M6612 2TB 6G SAS 7.2K MDL Reman HDD	TH2122C087		1	9.41
AW590AR	HP M6612 2TB 6G SAS 7.2K MDL Reman HDD	TH2122C05G		1	9.41
AW590AR	HP M6612 2TB 6G SAS 7.2K MDL Reman HDD	TH2121C9SN		1	9.41
AW590AR	HP M6612 2TB 6G SAS 7.2K MDL Reman HDD	TH2121C9PX		1	9.41
AW590AR	HP M6612 2TB 6G SAS 7.2K MDL Reman HDD	TH2121C9PG		1	9.41
AW590AR	HP M6612 2TB 6G SAS 7.2K MDL Reman HDD	TH2121C9N9		1	9.41
AW590AR	HP M6612 2TB 6G SAS 7.2K MDL Reman HDD	TH2121C9MU		1	9.41
AW590AR	HP M6612 2TB 6G SAS 7.2K MDL Reman HDD	TH2121C9L7		1	9.41
AW590AR	HP M6612 2TB 6G SAS 7.2K MDL Reman HDD	TH2121C9L2		1	9.41
AW590AR	HP M6612 2TB 6G SAS 7.2K MDL Reman HDD	TH2121C9L0		1	9.41
AW590AR	HP M6612 2TB 6G SAS 7.2K MDL Reman HDD	TH2121C9KV		1	9.41
AW590AR	HP M6612 2TB 6G SAS 7.2K MDL Reman HDD	TH2121C9GV		1	9.41
AW590AR	HP M6612 2TB 6G SAS 7.2K MDL Reman HDD	TH2121C9GB		1	9.41
AW590AR	HP M6612 2TB 6G SAS 7.2K MDL Reman HDD	TH2121C9G1		1	9.41
AW590AR	HP M6612 2TB 6G SAS 7.2K MDL Reman HDD	TH2121C9FG		1	9.41
AW590AR	HP M6612 2TB 6G SAS 7.2K MDL Reman HDD	TH2121C9DL		1	9.41
AW590AR	HP M6612 2TB 6G SAS 7.2K MDL Reman HDD	TH2121C9DD		1	9.41
AW590AR	HP M6612 2TB 6G SAS 7.2K MDL Reman HDD	TH2121C8JN		1	9.41
AW590AR	HP M6612 2TB 6G SAS 7.2K MDL Reman HDD	TH2121C8JL		1	9.41
AW590AR	HP M6612 2TB 6G SAS 7.2K MDL Reman HDD	TH2121C8GK		1	9.41
AW590AR	HP M6612 2TB 6G SAS 7.2K MDL Reman HDD	TH2121C8GC		1	9.41
AW590AR	HP M6612 2TB 6G SAS 7.2K MDL Reman HDD	TH2121C8GB		1	9.41
AW590AR	HP M6612 2TB 6G SAS 7.2K MDL Reman HDD	TH2121C8G3		1	9.41
AW590AR	HP M6612 2TB 6G SAS 7.2K MDL Reman HDD	TH2121C8G1		1	9.41
AW590AR	HP M6612 2TB 6G SAS 7.2K MDL Reman HDD	TH2121C8FZ		1	9.41
AW590AR	HP M6612 2TB 6G SAS 7.2K MDL Reman HDD	TH2121C8FS		1	9.41
AW590AR	HP M6612 2TB 6G SAS 7.2K MDL Reman HDD	TH2121C8FK		1	9.41
252663-D74	HPE Basic 4.9kVA/L6-30P/NA/J Core PDU	CN04420270		1	0.00
252663-D74	HPE Basic 4.9kVA/L6-30P/NA/J Core PDU	CN04420266		1	0.00
AW590AR	HP M6612 2TB 6G SAS 7.2K MDL Reman HDD	TH2144C08R		1	9.41
AW590AR	HP M6612 2TB 6G SAS 7.2K MDL Reman HDD	TH2144C04R		1	9.41
AW590AR	HP M6612 2TB 6G SAS 7.2K MDL Reman HDD	TH2140C7WR		1	9.41

Please refer to the payment schedule for prices to be invoiced yearly in advance.

Special Terms and Conditions No: 4400011431
Your PO Reference:
CCRN Number: 0338532189

Product No.	Description	Serial No.	Coverage Period from: to:	Qty	Price/USD
AW590AR	HP M6612 2TB 6G SAS 7.2K MDL Reman HDD	TH2140C7WM		1	9.41
AW590AR	HP M6612 2TB 6G SAS 7.2K MDL Reman HDD	TH2140C7VZ		1	9.41
AW590AR	HP M6612 2TB 6G SAS 7.2K MDL Reman HDD	TH2140C7VH		1	9.41
AW590AR	HP M6612 2TB 6G SAS 7.2K MDL Reman HDD	TH2140C7UX		1	9.41
AW590AR	HP M6612 2TB 6G SAS 7.2K MDL Reman HDD	TH2140C7UV		1	9.41
AW590AR	HP M6612 2TB 6G SAS 7.2K MDL Reman HDD	TH2140C7UP		1	9.41
AW590AR	HP M6612 2TB 6G SAS 7.2K MDL Reman HDD	TH2140C7TR		1	9.41
AW590AR	HP M6612 2TB 6G SAS 7.2K MDL Reman HDD	TH2140C7TP		1	9.41
AW590AR	HP M6612 2TB 6G SAS 7.2K MDL Reman HDD	TH2140C7SY		1	9.41
AW590AR	HP M6612 2TB 6G SAS 7.2K MDL Reman HDD	TH2140C7S7		1	9.41
AW590AR	HP M6612 2TB 6G SAS 7.2K MDL Reman HDD	TH2140C7S4		1	9.41
AW590AR	HP M6612 2TB 6G SAS 7.2K MDL Reman HDD	TH2140C7RL		1	9.41
AW590AR	HP M6612 2TB 6G SAS 7.2K MDL Reman HDD	TH2140C7P6		1	9.41
AW590AR	HP M6612 2TB 6G SAS 7.2K MDL Reman HDD	TH2140C7NZ		1	9.41
AW590AR	HP M6612 2TB 6G SAS 7.2K MDL Reman HDD	TH2140C7ME		1	9.41
AW590AR	HP M6612 2TB 6G SAS 7.2K MDL Reman HDD	TH2140C7KL		1	9.41
AW590AR	HP M6612 2TB 6G SAS 7.2K MDL Reman HDD	TH2140C7K7		1	9.41
AW590AR	HP M6612 2TB 6G SAS 7.2K MDL Reman HDD	TH2140C7JY		1	9.41
AW590AR	HP M6612 2TB 6G SAS 7.2K MDL Reman HDD	TH2140C7HN		1	9.41
AW590AR	HP M6612 2TB 6G SAS 7.2K MDL Reman HDD	TH2140C7HM		1	9.41
AW590AR	HP M6612 2TB 6G SAS 7.2K MDL Reman HDD	TH2140C7HH		1	9.41
AW590AR	HP M6612 2TB 6G SAS 7.2K MDL Reman HDD	TH2140C7H0		1	9.41
AW590AR	HP M6612 2TB 6G SAS 7.2K MDL Reman HDD	TH2140C7GS		1	9.41
AW590AR	HP M6612 2TB 6G SAS 7.2K MDL Reman HDD	TH2140C7GP		1	9.41
AW590AR	HP M6612 2TB 6G SAS 7.2K MDL Reman HDD	TH2140C7G7		1	9.41
AW590AR	HP M6612 2TB 6G SAS 7.2K MDL Reman HDD	TH2129C1ZU		1	9.41
AW590AR	HP M6612 2TB 6G SAS 7.2K MDL Reman HDD	TH2129C1ZN		1	9.41
AW590AR	HP M6612 2TB 6G SAS 7.2K MDL Reman HDD	TH2122C0AR		1	9.41
AW590AR	HP M6612 2TB 6G SAS 7.2K MDL Reman HDD	TH2122C0AP		1	9.41
QR478AR	HP M6625 900GB 6G SAS 2.5in Reman HDD	6C3316K08R		1	9.41
QR478AR	HP M6625 900GB 6G SAS 2.5in Reman HDD	6C3316K08B		1	9.41
QR478AR	HP M6625 900GB 6G SAS 2.5in Reman HDD	6C3316K07S		1	9.41
QR478AR	HP M6625 900GB 6G SAS 2.5in Reman HDD	6C3316K06Y		1	9.41
QR478AR	HP M6625 900GB 6G SAS 2.5in Reman HDD	6C3316K06R		1	9.41
QR478AR	HP M6625 900GB 6G SAS 2.5in Reman HDD	6C3316K06K		1	9.41
QR478AR	HP M6625 900GB 6G SAS 2.5in Reman HDD	6C3316K04G		1	9.41
QR478AR	HP M6625 900GB 6G SAS 2.5in Reman HDD	6C3316K04E		1	9.41
QR478AR	HP M6625 900GB 6G SAS 2.5in Reman HDD	6C3316K045		1	9.41
QR478AR	HP M6625 900GB 6G SAS 2.5in Reman HDD	6C3316K041		1	9.41
QR478AR	HP M6625 900GB 6G SAS 2.5in Reman HDD	6C3316K03B		1	9.41
QR478AR	HP M6625 900GB 6G SAS 2.5in Reman HDD	6C3316K038		1	9.41
QR478AR	HP M6625 900GB 6G SAS 2.5in Reman HDD	6C3316K035		1	9.41
QR478AR	HP M6625 900GB 6G SAS 2.5in Reman HDD	6C3316K02M		1	9.41
QR478AR	HP M6625 900GB 6G SAS 2.5in Reman HDD	6C3316K01B		1	9.41
QR478AR	HP M6625 900GB 6G SAS 2.5in Reman HDD	6C3316K019		1	9.41
QR478AR	HP M6625 900GB 6G SAS 2.5in Reman HDD	6C3315K1CP		1	9.41
QR478AR	HP M6625 900GB 6G SAS 2.5in Reman HDD	6C3315K1CM		1	9.41

Please refer to the payment schedule for prices to be invoiced yearly in advance.

Special Terms and Conditions No: 4400011431
Your PO Reference:
CCRN Number: 0338532189

Product No.	Description	Serial No.	Coverage Period		Qty	Price/USD
			from:	to:		
QR478AR	HP M6625 900GB 6G SAS 2.5in Reman HDD	6C3315K1CK			1	9.41
QR478AR	HP M6625 900GB 6G SAS 2.5in Reman HDD	6C3315K1A7			1	9.41
QR478AR	HP M6625 900GB 6G SAS 2.5in Reman HDD	6C3315K1A3			1	9.41
QR478AR	HP M6625 900GB 6G SAS 2.5in Reman HDD	6C3315K1A0			1	9.41
QR478AR	HP M6625 900GB 6G SAS 2.5in Reman HDD	6C3315K17X			1	9.41
QR478AR	HP M6625 900GB 6G SAS 2.5in Reman HDD	6C3315K17C			1	9.41
QR478AR	HP M6625 900GB 6G SAS 2.5in Reman HDD	6C3315K161			1	9.41
QR478AR	HP M6625 900GB 6G SAS 2.5in Reman HDD	6C3315K14U			1	9.41
QR478AR	HP M6625 900GB 6G SAS 2.5in Reman HDD	6C3315K13Y			1	9.41
QR478AR	HP M6625 900GB 6G SAS 2.5in Reman HDD	6C3315K10G			1	9.41
QR478AR	HP M6625 900GB 6G SAS 2.5in Reman HDD	6C3315K0UY			1	9.41
QR478AR	HP M6625 900GB 6G SAS 2.5in Reman HDD	6C3315K0U9			1	9.41
AJ840AR	HP M6625 2.5inch SAS Drv Reman Enclosure	5C7213P1E6			1	28.22
AJ840AR	HP M6625 2.5inch SAS Drv Reman Enclosure	5C7209P2LD			1	28.22
AJ840AR	HP M6625 2.5inch SAS Drv Reman Enclosure	5C7209P0KG			1	28.22
AJ840AR	HP M6625 2.5inch SAS Drv Reman Enclosure	5C7206P21K			1	28.22
H6J66AR	HPE 42U 600x1075mm Adv Shock Reman Rack	3UV1502D17			1	0.00
AW590AR	HP M6612 2TB 6G SAS 7.2K MDL Reman HDD	TH2121C8FH			1	9.41
AW590AR	HP M6612 2TB 6G SAS 7.2K MDL Reman HDD	TH2121C8DD			1	9.41
AW590AR	HP M6612 2TB 6G SAS 7.2K MDL Reman HDD	TH2121C88A			1	9.41
AW590AR	HP M6612 2TB 6G SAS 7.2K MDL Reman HDD	TH2121C2GJ			1	9.41
AJ832AR	HP M6612 3.5inch SAS Drv Reman Enclosure	7CE402P783			1	28.22
AJ832AR	HP M6612 3.5inch SAS Drv Reman Enclosure	7CE402P77D			1	28.22
AJ832AR	HP M6612 3.5inch SAS Drv Reman Enclosure	7CE402P77B			1	28.22
AJ832AR	HP M6612 3.5inch SAS Drv Reman Enclosure	5C7332P3M9			1	28.22
AJ832AR	HP M6612 3.5inch SAS Drv Reman Enclosure	5C7130P1LA			1	28.22
AJ832AR	HP M6612 3.5inch SAS Drv Reman Enclosure	5C7130P1L0			1	28.22
QR478AR	HP M6625 900GB 6G SAS 2.5in Reman HDD	6C3347K0LA			1	9.41
QR478AR	HP M6625 900GB 6G SAS 2.5in Reman HDD	6C3347K0L7			1	9.41
QR478AR	HP M6625 900GB 6G SAS 2.5in Reman HDD	6C3347K0L6			1	9.41
QR478AR	HP M6625 900GB 6G SAS 2.5in Reman HDD	6C3347K0L4			1	9.41
QR478AR	HP M6625 900GB 6G SAS 2.5in Reman HDD	6C3347K0L2			1	9.41
QR478AR	HP M6625 900GB 6G SAS 2.5in Reman HDD	6C3347K0KZ			1	9.41
QR478AR	HP M6625 900GB 6G SAS 2.5in Reman HDD	6C3347K0KX			1	9.41
QR478AR	HP M6625 900GB 6G SAS 2.5in Reman HDD	6C3347K0KV			1	9.41
QR478AR	HP M6625 900GB 6G SAS 2.5in Reman HDD	6C3347K0KU			1	9.41
QR478AR	HP M6625 900GB 6G SAS 2.5in Reman HDD	6C3347K0KT			1	9.41
QR478AR	HP M6625 900GB 6G SAS 2.5in Reman HDD	6C3316K0SZ			1	9.41
QR478AR	HP M6625 900GB 6G SAS 2.5in Reman HDD	6C3316K0HM			1	9.41
QR478AR	HP M6625 900GB 6G SAS 2.5in Reman HDD	6C3316K0HC			1	9.41
QR478AR	HP M6625 900GB 6G SAS 2.5in Reman HDD	6C3316K0DX			1	9.41
QR478AR	HP M6625 900GB 6G SAS 2.5in Reman HDD	6C3316K0DU			1	9.41
QR478AR	HP M6625 900GB 6G SAS 2.5in Reman HDD	6C3316K0DA			1	9.41
QR478AR	HP M6625 900GB 6G SAS 2.5in Reman HDD	6C3316K0CG			1	9.41
QR478AR	HP M6625 900GB 6G SAS 2.5in Reman HDD	6C3316K0CD			1	9.41
QR478AR	HP M6625 900GB 6G SAS 2.5in Reman HDD	6C3316K0C3			1	9.41
QR478AR	HP M6625 900GB 6G SAS 2.5in Reman HDD	6C3316K0BM			1	9.41

Please refer to the payment schedule for prices to be invoiced yearly in advance.

Special Terms and Conditions No: 4400011431
Your PO Reference:
CCRN Number: 0338532189

Product No.	Description	Serial No.	Coverage Period from: to:	Qty	Price/USD
QR478AR	HP M6625 900GB 6G SAS 2.5in Reman HDD	6C3316K0BA		1	9.41
QR478AR	HP M6625 900GB 6G SAS 2.5in Reman HDD	6C3316K0B8		1	9.41
QR478AR	HP M6625 900GB 6G SAS 2.5in Reman HDD	6C3316K0AY		1	9.41
QR478AR	HP M6625 900GB 6G SAS 2.5in Reman HDD	6C3316K0AL		1	9.41
QR478AR	HP M6625 900GB 6G SAS 2.5in Reman HDD	6C3316K09Y		1	9.41
QR478AR	HP M6625 900GB 6G SAS 2.5in Reman HDD	6C3316K097		1	9.41
BW932A	HPE 600mm Rack Stabilizer Kit			1	0.00
BW906A	HPE 42U 1075mm Side Panel Kit			1	0.00
AF500A	HP 2 7X C-13 MOD PDU STK INTL			4	0.00
HPE Collaborative Remote Support Basic Software Phone Support Collaborative Call Managemnt 24 Hours, Day 1-7 Phone Supp Standard Response Time					
783359-S01	HP DL160 Gen9 E5-2620v3 SFF US Svr/S-Buy	2M25210210		1	3.14

Discounts

Government Header Discount % -20%	599.20-
Pre Payment HdrDisc% -2%	47.73-

Summary of Charges

Hardware Support	2,345.93
Hardware Support Tax SC	0.00
Software Helpdesk Services	3.14
Software Helpdesk Services Tax SC	0.00
TOTAL INCLUDING TAX	2,349.07

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

Hardware products under warranty

QR483A	HPE 3PAR StoreServ 7400 2-N Storage Base	MXN3095560	10/31/2019	1
QR483A	HPE 3PAR StoreServ 7400 2-N Storage Base	MXN3095559	10/31/2019	1

Please refer to the payment schedule for prices to be invoiced yearly in advance.

Support Account Detail

Special Terms and Conditions No: 4400011431
Your PO Reference:
CCRN Number: 0482423311

Support Account Reference: SGA311002L

HPE Reference No.: 48391370

Equipment Address:
City of Columbia
1136 Washington St
Columbia SC 29201-3224

Software Update Address:
City of Columbia
1136 Washington St
Columbia SC 29201-3224

Hardware Contact:
MICHAEL VUKOVICH
Tel: (803) 737-4222
Fax:

Software Contact:
MICHAEL VUKOVICH
Tel: (803) 737-4222
Fax:

This quote is valid until 02/22/2019
Coverage from: 01/23/2019 to: 01/22/2020

Service Agreement ID: 1048 2423 3195 For Support, please call: 866-211-5211

Product No.	Description	Serial No.	Coverage Period from: to:	Qty	Price/USD
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Comment:

Participating Addendum #4400011431 must be sited on Purchase Order

H1K93AC HPE Proactive Care 24x7 wDMR SVC
*** Hardware Support ***

HPE Hardware Maintenance Onsite Support

- Hardware Problem Diagnosis
- Onsite Support
- Parts and Material provided
- 4 Hr Onsite Response
- 24 Hrs Std Office Days
- 24 hrs, Day 6
- 24 hrs, Day 7
- Holidays Covered
- Travel Zone 1
- Defective Media Retention
- No Usage Limitation
- Remote Delivery SVC Advanced
- Access to Adv Tech Specialists

H6J66AR	HPE 42U 600x1075mm Adv Shock Reman Rack	3UV1502D15	1	0.00
QK721AR	HP P6550 EVA Dual Cntrl Stor Reman Rack	SGA311002L	1	116.03
Please note HPE can no longer support this item from: 12/31/2021				
AJ832AR	HP M6612 3.5inch SAS Drv Reman Enclosure	5C7130P16E	1	28.22
AJ832AR	HP M6612 3.5inch SAS Drv Reman Enclosure	5C7130P0G7	1	28.22
AJ832AR	HP M6612 3.5inch SAS Drv Reman Enclosure	5C7130P1MD	1	28.22
AJ832AR	HP M6612 3.5inch SAS Drv Reman Enclosure	5C7130P17A	1	28.22
AJ832AR	HP M6612 3.5inch SAS Drv Reman Enclosure	5CE402P8E1	1	28.22
AJ832AR	HP M6612 3.5inch SAS Drv Reman Enclosure	CN8124P209	1	28.22

Please refer to the payment schedule for prices to be invoiced yearly in advance.

Special Terms and Conditions No: 4400011431
Your PO Reference:
CCRN Number: 0482423311

Product No.	Description	Serial No.	Coverage Period		Qty	Price/USD
			from:	to:		
AW590AR	HP M6612 2TB 6G SAS 7.2K MDL Reman HDD	TH2129C1ZG			1	9.41
AW590AR	HP M6612 2TB 6G SAS 7.2K MDL Reman HDD	THN411C0FH			1	9.41
AW590AR	HP M6612 2TB 6G SAS 7.2K MDL Reman HDD	TH2140C7KP			1	9.41
AW590AR	HP M6612 2TB 6G SAS 7.2K MDL Reman HDD	THN411C08V			1	9.41
AW590AR	HP M6612 2TB 6G SAS 7.2K MDL Reman HDD	THN411C0EU			1	9.41
AW590AR	HP M6612 2TB 6G SAS 7.2K MDL Reman HDD	THN411C0G4			1	9.41
AW590AR	HP M6612 2TB 6G SAS 7.2K MDL Reman HDD	TH2129C205			1	9.41
AW590AR	HP M6612 2TB 6G SAS 7.2K MDL Reman HDD	TH2140C7PC			1	9.41
AW590AR	HP M6612 2TB 6G SAS 7.2K MDL Reman HDD	TH2121C9FJ			1	9.41
AW590AR	HP M6612 2TB 6G SAS 7.2K MDL Reman HDD	TH2140C7NX			1	9.41
AW590AR	HP M6612 2TB 6G SAS 7.2K MDL Reman HDD	TH2140C7RZ			1	9.41
AW590AR	HP M6612 2TB 6G SAS 7.2K MDL Reman HDD	THN411C0EX			1	9.41
AW590AR	HP M6612 2TB 6G SAS 7.2K MDL Reman HDD	THN411C0F7			1	9.41
AW590AR	HP M6612 2TB 6G SAS 7.2K MDL Reman HDD	TH2121C9G6			1	9.41
AW590AR	HP M6612 2TB 6G SAS 7.2K MDL Reman HDD	TH2121C9MX			1	9.41
AW590AR	HP M6612 2TB 6G SAS 7.2K MDL Reman HDD	TH2140C7P2			1	9.41
AW590AR	HP M6612 2TB 6G SAS 7.2K MDL Reman HDD	THN411C0C7			1	9.41
AW590AR	HP M6612 2TB 6G SAS 7.2K MDL Reman HDD	TH2140C7UJ			1	9.41
AW590AR	HP M6612 2TB 6G SAS 7.2K MDL Reman HDD	TH2140C7PD			1	9.41
AW590AR	HP M6612 2TB 6G SAS 7.2K MDL Reman HDD	TH2140C7UM			1	9.41
AW590AR	HP M6612 2TB 6G SAS 7.2K MDL Reman HDD	TH2129C1ZL			1	9.41
AW590AR	HP M6612 2TB 6G SAS 7.2K MDL Reman HDD	TH2140C7W5			1	9.41
AW590AR	HP M6612 2TB 6G SAS 7.2K MDL Reman HDD	TH2140C7T6			1	9.41
AW590AR	HP M6612 2TB 6G SAS 7.2K MDL Reman HDD	TH2140C7GN			1	9.41
AW590AR	HP M6612 2TB 6G SAS 7.2K MDL Reman HDD	TH2140C7GA			1	9.41
AW590AR	HP M6612 2TB 6G SAS 7.2K MDL Reman HDD	TH2140C7K9			1	9.41
AW590AR	HP M6612 2TB 6G SAS 7.2K MDL Reman HDD	TH2140C7GB			1	9.41
AW590AR	HP M6612 2TB 6G SAS 7.2K MDL Reman HDD	TH2140C7JU			1	9.41
AW590AR	HP M6612 2TB 6G SAS 7.2K MDL Reman HDD	THN411C0G8			1	9.41
AW590AR	HP M6612 2TB 6G SAS 7.2K MDL Reman HDD	THN411C07A			1	9.41
AW590AR	HP M6612 2TB 6G SAS 7.2K MDL Reman HDD	TH2140C7UT			1	9.41
AW590AR	HP M6612 2TB 6G SAS 7.2K MDL Reman HDD	TH2140C7V4			1	9.41
AW590AR	HP M6612 2TB 6G SAS 7.2K MDL Reman HDD	TH2140C7WP			1	9.41
AW590AR	HP M6612 2TB 6G SAS 7.2K MDL Reman HDD	THN411C0EP			1	9.41
AW590AR	HP M6612 2TB 6G SAS 7.2K MDL Reman HDD	THN411C0E3			1	9.41
AW590AR	HP M6612 2TB 6G SAS 7.2K MDL Reman HDD	THN411C0FG			1	9.41
AW590AR	HP M6612 2TB 6G SAS 7.2K MDL Reman HDD	TH2140C7SZ			1	9.41
AW590AR	HP M6612 2TB 6G SAS 7.2K MDL Reman HDD	THN411C0G7			1	9.41
AW590AR	HP M6612 2TB 6G SAS 7.2K MDL Reman HDD	THN411C0FZ			1	9.41
AW590AR	HP M6612 2TB 6G SAS 7.2K MDL Reman HDD	THN411C0EF			1	9.41
AW590AR	HP M6612 2TB 6G SAS 7.2K MDL Reman HDD	TH2121C8FX			1	9.41
AW590AR	HP M6612 2TB 6G SAS 7.2K MDL Reman HDD	TH2121C9H0			1	9.41
AW590AR	HP M6612 2TB 6G SAS 7.2K MDL Reman HDD	TH2121C9G3			1	9.41
AW590AR	HP M6612 2TB 6G SAS 7.2K MDL Reman HDD	TH2140C7UK			1	9.41
AW590AR	HP M6612 2TB 6G SAS 7.2K MDL Reman HDD	TH2121C9FN			1	9.41
AW590AR	HP M6612 2TB 6G SAS 7.2K MDL Reman HDD	TH2121C8J6			1	9.41
AW590AR	HP M6612 2TB 6G SAS 7.2K MDL Reman HDD	TH2140C7NW			1	9.41

Please refer to the payment schedule for prices to be invoiced yearly in advance.

Special Terms and Conditions No: 4400011431
Your PO Reference:
CCRN Number: 0482423311

Product No.	Description	Serial No.	Coverage Period from: to:	Qty	Price/USD
AW590AR	HP M6612 2TB 6G SAS 7.2K MDL Reman HDD	TH2129C1ZS		1	9.41
AW590AR	HP M6612 2TB 6G SAS 7.2K MDL Reman HDD	TH2140C7RP		1	9.41
AW590AR	HP M6612 2TB 6G SAS 7.2K MDL Reman HDD	TH2144C08J		1	9.41
AW590AR	HP M6612 2TB 6G SAS 7.2K MDL Reman HDD	TH2140C7TJ		1	9.41
AW590AR	HP M6612 2TB 6G SAS 7.2K MDL Reman HDD	THN411C0G6		1	9.41
AW590AR	HP M6612 2TB 6G SAS 7.2K MDL Reman HDD	TH2140C7W9		1	9.41
AW590AR	HP M6612 2TB 6G SAS 7.2K MDL Reman HDD	TH2140C7H2		1	9.41
AW590AR	HP M6612 2TB 6G SAS 7.2K MDL Reman HDD	TH2140C7VD		1	9.41
AW590AR	HP M6612 2TB 6G SAS 7.2K MDL Reman HDD	TH2140C7P9		1	9.41
AW590AR	HP M6612 2TB 6G SAS 7.2K MDL Reman HDD	THN411C0G5		1	9.41
AW590AR	HP M6612 2TB 6G SAS 7.2K MDL Reman HDD	TH2140C7WZ		1	9.41
AW590AR	HP M6612 2TB 6G SAS 7.2K MDL Reman HDD	TH2140C7PK		1	9.41
AW590AR	HP M6612 2TB 6G SAS 7.2K MDL Reman HDD	TH2140C7GZ		1	9.41
AW590AR	HP M6612 2TB 6G SAS 7.2K MDL Reman HDD	TH2140C7SW		1	9.41
AW590AR	HP M6612 2TB 6G SAS 7.2K MDL Reman HDD	TH2140C7T8		1	9.41
AW590AR	HP M6612 2TB 6G SAS 7.2K MDL Reman HDD	TH2129C1ZF		1	9.41
AW590AR	HP M6612 2TB 6G SAS 7.2K MDL Reman HDD	TH2129C1ZW		1	9.41
AW590AR	HP M6612 2TB 6G SAS 7.2K MDL Reman HDD	TH2140C7HU		1	9.41
AW590AR	HP M6612 2TB 6G SAS 7.2K MDL Reman HDD	THN411C0EY		1	9.41
AW590AR	HP M6612 2TB 6G SAS 7.2K MDL Reman HDD	TH2121C8G9		1	9.41
AW590AR	HP M6612 2TB 6G SAS 7.2K MDL Reman HDD	TH2140C7GF		1	9.41
AW590AR	HP M6612 2TB 6G SAS 7.2K MDL Reman HDD	THN411C0ER		1	9.41
AW590AR	HP M6612 2TB 6G SAS 7.2K MDL Reman HDD	THN411C0F6		1	9.41
AW590AR	HP M6612 2TB 6G SAS 7.2K MDL Reman HDD	TH2140C7MF		1	9.41
AW590AR	HP M6612 2TB 6G SAS 7.2K MDL Reman HDD	TH2129C1ZK		1	9.41
AJ840AR	HP M6625 2.5inch SAS Drv Reman Enclosure	CN8101P0U3		1	28.22
AJ840AR	HP M6625 2.5inch SAS Drv Reman Enclosure	CN800803M2		1	28.22
AJ840AR	HP M6625 2.5inch SAS Drv Reman Enclosure	CN893202RT		1	28.22
AJ840AR	HP M6625 2.5inch SAS Drv Reman Enclosure	CN8130P0Y9		1	28.22
QR478AR	HP M6625 900GB 6G SAS 2.5in Reman HDD	6C3347K0UM		1	9.41
QR478AR	HP M6625 900GB 6G SAS 2.5in Reman HDD	6C3315K17Y		1	9.41
QR478AR	HP M6625 900GB 6G SAS 2.5in Reman HDD	2C7224K333		1	9.41
QR478AR	HP M6625 900GB 6G SAS 2.5in Reman HDD	2C7228K28W		1	9.41
QR478AR	HP M6625 900GB 6G SAS 2.5in Reman HDD	2C6246K0B5		1	9.41
QR478AR	HP M6625 900GB 6G SAS 2.5in Reman HDD	6C3315K19U		1	9.41
QR478AR	HP M6625 900GB 6G SAS 2.5in Reman HDD	2C6246K0BB		1	9.41
QR478AR	HP M6625 900GB 6G SAS 2.5in Reman HDD	6C3316K05C		1	9.41
QR478AR	HP M6625 900GB 6G SAS 2.5in Reman HDD	6C3315K19M		1	9.41
QR478AR	HP M6625 900GB 6G SAS 2.5in Reman HDD	6C3316K0HK		1	9.41
QR478AR	HP M6625 900GB 6G SAS 2.5in Reman HDD	2C6246K0C6		1	9.41
QR478AR	HP M6625 900GB 6G SAS 2.5in Reman HDD	6C3316K086		1	9.41
QR478AR	HP M6625 900GB 6G SAS 2.5in Reman HDD	6C3315K1A5		1	9.41
QR478AR	HP M6625 900GB 6G SAS 2.5in Reman HDD	6C3316K07B		1	9.41
QR478AR	HP M6625 900GB 6G SAS 2.5in Reman HDD	6C3316K0FB		1	9.41
QR478AR	HP M6625 900GB 6G SAS 2.5in Reman HDD	2C7224K32W		1	9.41
QR478AR	HP M6625 900GB 6G SAS 2.5in Reman HDD	6C3315K12P		1	9.41
QR478AR	HP M6625 900GB 6G SAS 2.5in Reman HDD	2C6246K0B9		1	9.41

Please refer to the payment schedule for prices to be invoiced yearly in advance.

Special Terms and Conditions No: 4400011431
Your PO Reference:
CCRN Number: 0482423311

Product No.	Description	Serial No.	Coverage Period from: to:	Qty	Price/USD
QR478AR	HP M6625 900GB 6G SAS 2.5in Reman HDD	6C3315K1CT		1	9.41
QR478AR	HP M6625 900GB 6G SAS 2.5in Reman HDD	6C3315K132		1	9.41
QR478AR	HP M6625 900GB 6G SAS 2.5in Reman HDD	6C3315K0U4		1	9.41
QR478AR	HP M6625 900GB 6G SAS 2.5in Reman HDD	6C3316K03H		1	9.41
QR478AR	HP M6625 900GB 6G SAS 2.5in Reman HDD	6C3316K04B		1	9.41
QR478AR	HP M6625 900GB 6G SAS 2.5in Reman HDD	6C3316K0DE		1	9.41
QR478AR	HP M6625 900GB 6G SAS 2.5in Reman HDD	2C6246K0BA		1	9.41
QR478AR	HP M6625 900GB 6G SAS 2.5in Reman HDD	2C6246K0B8		1	9.41
QR478AR	HP M6625 900GB 6G SAS 2.5in Reman HDD	6C3316K091		1	9.41
QR478AR	HP M6625 900GB 6G SAS 2.5in Reman HDD	2C6246K0C8		1	9.41
QR478AR	HP M6625 900GB 6G SAS 2.5in Reman HDD	6C3347K0UF		1	9.41
QR478AR	HP M6625 900GB 6G SAS 2.5in Reman HDD	6C3347K0US		1	9.41
QR478AR	HP M6625 900GB 6G SAS 2.5in Reman HDD	2C7228K28M		1	9.41
QR478AR	HP M6625 900GB 6G SAS 2.5in Reman HDD	6C3315K1CL		1	9.41
QR478AR	HP M6625 900GB 6G SAS 2.5in Reman HDD	2C6246K0BD		1	9.41
QR478AR	HP M6625 900GB 6G SAS 2.5in Reman HDD	6C3316K073		1	9.41
QR478AR	HP M6625 900GB 6G SAS 2.5in Reman HDD	2C7224K33L		1	9.41
QR478AR	HP M6625 900GB 6G SAS 2.5in Reman HDD	2C7224K32H		1	9.41
QR478AR	HP M6625 900GB 6G SAS 2.5in Reman HDD	6C3315K1CV		1	9.41
QR478AR	HP M6625 900GB 6G SAS 2.5in Reman HDD	6C3315K1CR		1	9.41
QR478AR	HP M6625 900GB 6G SAS 2.5in Reman HDD	6C3316K0DV		1	9.41
QR478AR	HP M6625 900GB 6G SAS 2.5in Reman HDD	6C3316K0BE		1	9.41
QR478AR	HP M6625 900GB 6G SAS 2.5in Reman HDD	6C3316K057		1	9.41
QR478AR	HP M6625 900GB 6G SAS 2.5in Reman HDD	6C3316K0AH		1	9.41
QR478AR	HP M6625 900GB 6G SAS 2.5in Reman HDD	6C3316K0HF		1	9.41
QR478AR	HP M6625 900GB 6G SAS 2.5in Reman HDD	6C3316K066		1	9.41
QR478AR	HP M6625 900GB 6G SAS 2.5in Reman HDD	6C3315K0V2		1	9.41
QR478AR	HP M6625 900GB 6G SAS 2.5in Reman HDD	6C3316K0B5		1	9.41
QR478AR	HP M6625 900GB 6G SAS 2.5in Reman HDD	6C3316K0HH		1	9.41
QR478AR	HP M6625 900GB 6G SAS 2.5in Reman HDD	6C3316K09J		1	9.41
QR478AR	HP M6625 900GB 6G SAS 2.5in Reman HDD	2C7224K33A		1	9.41
QR478AR	HP M6625 900GB 6G SAS 2.5in Reman HDD	2C7224K330		1	9.41
QR478AR	HP M6625 900GB 6G SAS 2.5in Reman HDD	6C3347K0UK		1	9.41
QR478AR	HP M6625 900GB 6G SAS 2.5in Reman HDD	6C3316K0EZ		1	9.41
QR478AR	HP M6625 900GB 6G SAS 2.5in Reman HDD	6C3316K08P		1	9.41
QR478AR	HP M6625 900GB 6G SAS 2.5in Reman HDD	6C3316K0D1		1	9.41
QR478AR	HP M6625 900GB 6G SAS 2.5in Reman HDD	6C3347K0UP		1	9.41
QR478AR	HP M6625 900GB 6G SAS 2.5in Reman HDD	6C3347K0UR		1	9.41
BW932A	HPE 600mm Rack Stabilizer Kit			1	0.00
BW906A	HPE 42U 1075mm Side Panel Kit			1	0.00
AF500A	HP 2 7X C-13 MOD PDU STK INTL			4	0.00
252663-D74	HPE Basic 4.9kVA/L6-30P/NA/J Core PDU	CN04420255		1	0.00
252663-D74	HPE Basic 4.9kVA/L6-30P/NA/J Core PDU	CN04420267		1	0.00

Discounts

Government Header Discount % -20%	408.80-
Pre Payment HdrDisc% -2%	32.49-

Please refer to the payment schedule for prices to be invoiced yearly in advance.

Special Terms and Conditions No: 4400011431
Your PO Reference:
CCRN Number: 0482423311

Product No.	Description	Serial No.	Coverage Period from: to:	Qty	Price/USD
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*** Software Support ***

HPE Software Technical Unlimited Support

SW Technical Support
 SW Electronic Support
 24 Hrs Std Office Days
 24 Hrs Day 6
 24 Hrs Day 7
 Holidays Covered
 Standard Response
 Access to Adv Tech Specialists

T5494KAE	HP P6000 CV v10.3 E-Software Suite			1	0.00
TA811AAE	HP P6500 Command View SW E-LTU			1	169.34
TA824AAE	HP P6500 Continuous Access SW E-LTU			1	255.58
TA827AAE	HP P6500 Business Copy SW E-LTU			1	108.98

HPE Software Updates SVC

License to Use & SW Updates
 HPE Recommended SW Upd Method
 HPE Recommended Doc Upd Method

T5494KAE	HP P6000 CV v10.3 E-Software Suite			1	0.00
TA811AAE	HP P6500 Command View SW E-LTU			1	90.16
TA824AAE	HP P6500 Continuous Access SW E-LTU			1	136.42
TA827AAE	HP P6500 Business Copy SW E-LTU			1	58.02

Discounts

Government Header Discount % -20%	208.80-
Pre Payment HdrDisc% -2%	16.70-

Summary of Charges

Hardware Support	1,602.71
Hardware Support Tax SC	0.00
SW Updates eDelivery	284.60
SW Updates eDelivery Tax SC	0.00
Software Support-Labor	533.90
Software Support-Labor Tax SC	42.71
TOTAL INCLUDING TAX	2,463.92

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

Please refer to the payment schedule for prices to be invoiced yearly in advance.

Payment Schedule as of 01/31/2019

AMP ID: N ML501598060

Settlement Period from: From: 01/23/2019 to: 01/22/2020

Support Account Reference	
	01/23/2019
	01/22/2020
CITYOFCOLUMBIAEVA	26,111.08
SGA311002L	29,054.52
Total for the period	
1136 WASHINGTON ST COLUMBIA	55,165.60
Applicable tax to be added to the invoice.	

Print Date 01/31/2019

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Please refer to the payment schedule for prices to be invoiced yearly in advance. Price in USD.



PROCUREMENT SERVICES

Contract 4400011431
[Back to Initial Screen](#)

Validity Start 10/01/2015
Target Value \$ 10,000,000.00
Bid Invitation
Contract Notes ITMO:NASPO ValuePoint Computer Equipment
Vendor 7000228727
Vendor Address HEWLETT PACKARD ENTERPRISE COMPANY
 14231 TANDEM BLVD
 AUSTIN TX 78728
District WILLIAMSON
Telephone (888) 202-4682
Minority Status Not Applicable
Home Page <http://www.hp.com>
Validity End 03/31/2020
FEIN 47-3298624
E-mail usa-pssled-orders@hpe.com
Fax Number
Other URL

Contract Items

8 Items found, displaying all Items.
Item Pricing

- 00001 HP Enterprise Servers
Material Group: 20687 - servers, mini/mainframe computer
 (application, database, file, mail, network, web, etc.)
Agency: Statewide
- 00002 HP Enterprise Storage
Material Group: 20689 - storage devices, electronic (disk drive
 compatible)
Agency: Statewide
- 00003 HP Enterprise Peripherals
Material Group: 20468 - peripherals, miscellaneous: joy sticks,
 graphic digitizers, light pens, mice, pen pads, trackballs, secure i.d.
 access cards, etc.
Agency: Statewide
- 00004 HP Enterprise Services
Material Group: 91828 - computer hardware consulting
Agency: Statewide
- 00005 HP Enterprise Servers
Material Group: 20687 - servers, mini/mainframe computer
 (application, database, file, mail, network, web, etc.)
Agency: Statewide
- 00006 HP Enterprise Storage
Material Group: 20689 - storage devices, electronic (disk drive
 compatible)
Agency: Statewide
- 00007 HP Enterprise Peripherals
Material Group: 20468 - peripherals, miscellaneous: joy sticks,
 graphic digitizers, light pens, mice, pen pads, trackballs, secure i.d.
 access cards, etc.
Agency: Statewide
- 00008 HP Enterprise Services
Material Group: 91828 - computer hardware consulting
Agency: Statewide

[Back to Initial Screen](#)



We Are Columbia

MEETING DATE: February 19, 2019

DEPARTMENT: Procurement and Contracts

FROM: Sandra Wright, Purchasing Agent

SUBJECT: Council is asked to approve a contract for the Ensor-Keenan House Asbestos Abatement Re-Bid Project, as requested by the Parks and Recreation Department. Award to Eastern Environmental, Inc. in an amount not to exceed \$99,850.00. This firm is located in Hampstead, NC.

REQUISITION NO.: R192655

FUNDING SOURCE AND ORIGINAL BUDGET AMOUNT: Funding Source: 1015104-636600. The original budget amount is \$100,000.00.

ORIGINAL BUDGET: \$100,000.00

CLEAN WATER 2020?: No

STRATEGIC GOALS: Provide high quality municipal services

There was only one responsive and responsible bid received for this project, Bid 035-18-19-GBP. This was a re-bid for this project, whereby only one bid was received for the original bid. The same contractor was the only bidder for both the original bid and for this re-bid. The amount of the bid for the original bid and the re-bid did not change.

ATTACHMENTS:

- **#a:** Contract signed by Contractor and approved by Legal (PDF)
- **#c:** Bid Tabulation (PDF)

CONTRACT

City of Columbia, South Carolina

Ensor-Keenan House Asbestos Abatement Re-Bid

Bid #035-18-19-GBP

This Contract is made by and between the City of Columbia, Columbia, South Carolina, hereinafter called Owner, and **Eastern Environmental, Inc.** with legal address and principal place of business at **24480 US Hwy. 17 North, Hampstead, NC 28443**, 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 **F&ME Consultants**.

ARTICLE 3. CONTRACT TIME.

3.1 The Contract Time shall be **ninety (90)** 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 **Ninety-nine Thousand Eight Hundred Fifty Dollars and Zero Cents (\$99,850.00)**.

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 For Bid.

9.2.2 Instructions To Bidders.

9.2.3 Bid Form.

9.2.4 This Contract.

9.2.5 Performance and Payment Bond.

9.2.6 Part 15 General Specifications of the City of Columbia's Engineering Regulations.

9.2.7 Asbestos Abatement Project Design Proposed Renovations Ensor-Keenan House.

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

9.2.9 Drawings, numbered AB-1 through AB-2, inclusive and dated 5/14/2018.

9.2.10 Location map.

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

ARTICLE 10. MISCELLANEOUS

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

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

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

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

This Contract 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
Eastern Environmental, Inc.

BY

(CORPORATE SEAL)

Attest

Address for giving notices:

24480 US Hwy. 17 North

Hampstead, NC 28443

Date: _____

Owner
City of Columbia, SC

BY

Teresa Wilson, City Manager

(CORPORATE SEAL)

Attest

Address for giving notices:

Department of Procurement and Contracts

1800 Main Street, 2nd Floor

Columbia, SC 29201

Date: _____

APPROVED AS TO FORM

[Signature]
Legal Department City of Columbia, SC

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

Bid Request Number	Bid 035-18-19-GBP	Organization	City of Columbia, SC
Title	Ensor-Keenan House Asbestos Abatement Re-Bid (LBE)	Bid Creator	Mr. Gary B Porth
Description	There will be no Pre-Bid meeting for this solicitation. The Deadline for Questions is November 27, 2018 at 12:00 P.M. EST. All questions must be submitted by November 27, 2018 at 12:00 P.M. EST.	Email	gbporth@columbiasc.net
Bid Type	IFBs	Phone	803 (545) 3241
Open Date	11/21/2018 03:34:31 PM (ET)	Fax	
Close Date	11/29/2018 02:30:00 PM (ET)		

Responding Suppliers

Name	City	State	Response Submitted	Response Total
Eastern Environmental, Inc.	Hampstead	NC	11/23/2018 03:14:16 PM (ET)	\$99,850.00



We Are Columbia

MEETING DATE: February 19, 2019

DEPARTMENT: Procurement and Contracts

FROM: Sandra Wright, Purchasing Agent

SUBJECT: Council is asked to approve the purchase of Custom Vertical Storage Racks for the Wastewater Maintenance Division, as requested by Columbia Water. Award to Patterson Pope in the amount of \$64,225.88. The vendor is located in Cincinnati, OH.

REQUISITION NO.: R194864

FUNDING SOURCE AND ORIGINAL BUDGET AMOUNT: Funding Source: Utilities Wastewater Maintenance; Hardware & Building Material - 5516205-623200 - The original budget amount is \$65,000.00.

ORIGINAL BUDGET: \$64,225.88

CLEAN WATER 2020?: No

STRATEGIC GOALS: Provide high quality municipal services

Sec 2-204. (5) of the City Ordinance.. - Competitive sealed bidding required; exceptions. All city contracts shall be awarded by competitive sealed bidding except the following as determined pursuant to definitions and standards set by regulations, or except as otherwise provided in this article:
(5) Sole source procurements.

ATTACHMENTS:

- **#a:** Patterson Pope Sole Source (PDF)

Requisition # R194864JUSTIFICATION FOR
SOLE SOURCE PROCUREMENT

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

This Department proposes to procure for the Wastewater Maintenance Division,
(1)
Dyna-Rack Custom Fabricated Ductile Iron Pipe Storage Racks, RUR Cantilever Rack, Freight,
(2)
and Installation.

as a sole source procurement from Patterson Pope
(3)

based upon the following justifications There is only one known source than can provide a safe vertical storage solution for Water Distribution & Wastewater Management's PVC pipe based on our limited outside storage space. The Dyna-Racks, which are custom designed by Patterson Pope, are a proprietary design. The drawings and specifications for the racks provided cannot be reproduced or provided to other vendors. There are not any commercially available alternatives. Patterson Pope is a registered dealer of record for Dyna-Racks for our project & application, which prevents Dyna-Rack from quoting this to any other dealer. In addition, the Cantilever rack specified on this project is also uniquely designed to be sized dimensionally and weight capacity for this storage application.

This sole source is valid through June 30, 2019 Amount \$ 64,225.88

Utility Operations/WWM
Department

[Signature]
Signature of Department Head

2/05/2019
Date

[Signature]
Signature of Purchasing Agent

2/5/19
Date

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

Signature of Finance Director

Date

Signature of Asst. City Manager

Date

Signature of City Manager

Date

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

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

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



February 4, 2019

Ms. Carol Sforza
Columbia Water Utility Operations
PO Box 147
Columbia, SC 29217

The Dyna-Racks are proprietary design, and the drawings and specifications for these racks provided by Patterson Pope cannot be reproduced or provided to other vendors, as stated on the drawings provided. The size and load capacity of these racks are designed specifically to meet the storage requirement for quantity of pipes, as well as to be within the lift height and weight limits of Columbia Water – Wastewater Management's existing forklift. Finally, Patterson Pope is the registered dealer of record for Dyna-Racks for this specific project and application, which prevents Dyna-Rack from quoting this to any other dealer."

Sincerely,

Ben McCollum
Account Manager
Patterson Pope
(843) 670-4457
bmccollum@pattersonpope.com

152 Cannon Street
Suite C
Charleston, SC 29403

843.937.0092
www.pattersonpope.com



Proposal

Quote #: Q-19396-1
 Drawing Ver: 313945 A4
 Date: 2/4/2019
 Expires On: 2/28/2019

Patterson Pope

Remit To:

10321 S. Medallion Dr.
 Cincinnati, OH 45241
 Phone: (704) 523-4400
 Fax: (704) 523-4499
 Install To

Carol Sforza
 City of Columbia - Water Distribution & Waste Water
 4011 West Beltline Boulevard
 Columbia, SC 29204
 8035450461
 casforza@columbiasc.net

Bill To
 City of Columbia
 PO Box 147
 Columbia, SC 29217

SALESPERSON	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Ben McCollum	bmccollum@pattersonpope.com		Net 10

Group Name	Description	Net Total
Dyna Rack Style A	Dyna-Rack Custom Fabricated Pipe Storage Rack "Style A": Quantity of 2 racks, designed to house 8" C900R-DR18 plastic pipes in 20' lengths. Purpose is to store pipes in a manner that will allow safe storage and retrieval from cantilever rack using a forklift. Once the rack is retrieved and placed on the ground, the individual pipes may be lifted out of the rack using lift chains which hooks attached to the open ends of the pipe. Overall rack size is 216"W x 54"D x 48"H. Racks are inclusive of forklift tubes. Racks have a load capacity of 4,200 pounds, and are estimated to weigh 968 pounds empty. Racks are to be fabricated of steel, and painted with Blue Powder-Coat Indoor/Outdoor paint (galvanized finish not available). Racks ship fully assembled. Racks are not stackable.	\$7,640.00
Dyna Rack Style B	Dyna-Rack Custom Fabricated Pipe Storage Rack "Style B": Quantity of 2 racks, designed to house 4" and 6" C900R-DR18 plastic pipes in 20' lengths, as well as to store cut various pipe lengths. Purpose is to store pipes in a manner that will allow safe storage and retrieval from cantilever rack using a forklift. Once the rack is retrieved and placed on the ground, the individual pipes may be lifted out of the rack using lift chains which hooks attached to the open ends of the pipe or handled by hand. Overall rack size is 216"W x 54"D x 48"H. Racks are to be fabricated with upright dividers partitioning these racks into three separate longitudinal compartments for storage of multiple sizes of pipe in each rack. Racks are inclusive of forklift tubes. Racks have a load capacity of 4,200 pounds, and are estimated to weigh 1,176 pounds empty. Racks are to be fabricated of steel, and painted with Blue Powder-Coat Indoor/Outdoor paint (galvanized finish not available). Racks ship fully assembled. Racks are not stackable.	\$9,736.00
Dyna Rack Style C	Dyna-Rack Custom Fabricated Pipe Storage Rack "Style C": Quantity of 1 rack, designed to house 10" and 12" C900-DR18 pipes in 20' lengths. Purpose is to store pipes in a manner that will allow safe storage and retrieval from cantilever rack using a forklift. Once the rack is retrieved and placed on the ground, the individual pipes may be lifted out of the rack using lift chains which hooks attached to the open ends of the pipe or handled by hand. Overall rack size is 216"W x 54"D x 48"H. Racks are to be fabricated with upright dividers partitioning these racks into 2 separate longitudinal compartments for storage of multiple sizes of pipe in each rack. Racks are inclusive of forklift tubes. Racks have a load capacity of 4,200 pounds, and are estimated to weigh 1,100 pounds empty. Racks are to be fabricated of steel, and painted with Blue Powder-Coat Indoor/Outdoor paint (galvanized finish not available). Racks ship fully assembled. Racks are not stackable.	\$4,345.00
Dyna Rack Style D	Dyna-Rack Custom Fabricated Pipe Storage Rack "Style D": Quantity of 4 racks, designed to house 6", 8" and 12" SDR35 plastic pipes in 14' lengths. Purpose is to store pipes in a manner that will allow safe storage and retrieval from cantilever rack using a forklift. Once the rack is retrieved and placed on the ground, the individual pipes may be lifted out of the rack using lift chains which hooks attached to the open ends of the pipe	\$10,625.00



Proposal

Quote #: Q-19396-1
 Drawing Ver: 313945 A4
 Date: 2/4/2019
 Expires On: 2/28/2019

Patterson Pope

Remit To:

10321 S. Medallion Dr.
 Cincinnati, OH 45241
 Phone: (704) 523-4400
 Fax: (704) 523-4499

Group Name	Description	Net Total
	or handled by hand. Overall rack size is 144"W x 54"D x 48"H. Racks are inclusive of forklift tubes. Racks have a load capacity of 4,200 pounds, and are estimated to weigh 719 pounds empty. Racks are to be fabricated of steel, and painted with Blue Powder-Coat Indoor/Outdoor paint (galvanized finish not available). Racks ship fully assembled. Racks are not stackable.	
Dyna Rack Style E	Dyna-Rack Custom Fabricated Pipe Storage Rack "Style E": Quantity of 1 rack, designed to house 4" and 10" SDR35 plastic pipes in 14' lengths. Purpose is to store pipes in a manner that will allow safe storage and retrieval from cantilever rack using a forklift. Once the rack is retrieved and placed on the ground, the individual pipes may be lifted out of the rack using lift chains which hooks attached to the open ends of the pipe or handled by hand. Overall rack size is 144"W x 54"D x 48"H. Racks are inclusive of forklift tubes. Racks are to be fabricated with upright dividers partitioning these racks into 2 separate longitudinal compartments for storage of multiple sizes of pipe in each rack. Racks have a load capacity of 4,200 pounds, and are estimated to weigh 800 pounds empty. Racks are to be fabricated of steel, and painted with Blue Powder-Coat Indoor/Outdoor paint (galvanized finish not available). Racks ship fully assembled. Racks are not stackable.	\$3,055.00
RUR Cantilever Rack	Cantilever Rack: Cantilever Rack manufactured by Ridg-U-Rak. One (1) "section" of single-sided rack, consisting of four (4) 15' tall uprights on 60" centers with a 60" base, and 60" adjustable arms. Each level of arms has a load capacity of 10,600 pounds uniformly distributed load. Each individual arm is rated at 2,650 lbs. each. Two (2) "sections" of single-sided rack, each consisting of three (3) 15' tall uprights on 60" centers with a 60" base, and 60" adjustable arms. Each level of arms has a load capacity of 7,950 pounds uniformly distributed load. Each individual arm is rated at 2,650 lbs. each.	\$12,375.00
Freight	Freight: Freight costs of all materials direct to the customer site. Customer is responsible for receipt and offloading of the Dyna-Racks. Patterson Pope is responsible for receipt and offloading of the Cantilever Rack materials.	\$6,785.00
Installation	Installation: Installation services by Patterson Pope installers to include installation of the Cantilever Rack. Inclusive of layout per the enclosed drawing, leveling and anchoring to the concrete slab.	\$5,300.00

Sub Total:	\$59,861.00
Estimated Total Tax:	\$4,364.88
Grand Total:	\$64,225.88

Lead time is currently 10 to 12 weeks for shipment from Dyna-Rack. Lead time is currently 14 to 16 weeks for the Cantilever style rack. All lead times are for shipment after receipt of a complete order.

Important Proposal Notes

Applicable sales tax and final shipping charges will be added to the invoice if not indicated above.

Patterson Pope requires a purchase order for each individual accepted quote.

Please provide sign off on final drawing(s). Indicate color choices on your PO.

Patterson Pope offers custom manufactured solutions to fit your unique space. For this reason no product can be ordered until a representative from Patterson Pope is able to field verify all dimensions.



Proposal

Quote #: Q-19396-1
Drawing Ver: 313945 A4
Date: 2/4/2019
Expires On: 2/28/2019

Patterson Pope*Remit To:*

10321 S. Medallion Dr.
Cincinnati, OH 45241
Phone: (704) 523-4400
Fax: (704) 523-4499

Signature below indicates acceptance of this proposal and of the attached terms and conditions.

Signature: _____

Effective Date: ____/____/____

Name (Print): _____

Title: _____

Please sign and email to Ben McCollum at bmccollum@pattersonpope.com.

THANK YOU FOR YOUR BUSINESS!

Patterson Pope Terms and Conditions The following terms and conditions shall apply to any Deliverables (defined herein) provided by Patterson Pope, Inc. ("Company") to Client.

1. **Acceptance and Agreement:** The provisions on the pricing page, the purchase order and these Terms and Conditions (collectively, the "Agreement") constitute the entire agreement between Company and Client and supersede all other communications between the parties, whether written or oral, regarding the products and services described in this Agreement ("Deliverables"). The terms of this Agreement are expressly limited to those provided herein, and no purported modification, addition, or waiver of the provisions hereof shall be binding on Company for any purposes unless contained in writing, signed by an authorized representative of Company. The provisions hereof shall be deemed to have been accepted by Client's acceptance of all or any part of the Deliverables. All orders or any changes to such orders shall be subject to acceptance by Company. Change orders requested after receipt of Client purchase order may also incur additional charges. If, for any reason, Client cancels the order, any cancellation, restocking and handling charges will be invoiced. Future purchase orders (or similar engagement documents) and associated pricing pages may reference these Terms and Conditions, and by such reference, these Terms and Conditions shall be incorporated therein.
2. **Payment and Pricing:** Pricing quoted on the pricing page supersedes all previously quoted prices and is good for 60 days from the date of this Agreement. The pricing page may or may not include applicable sales or other taxes required by law; such taxes will be billed to Client and are Client's sole responsibility. This system has been custom designed and will be specially manufactured for your unique requirements. A non-refundable down payment of 40% is due upon order, 30% is due at the time of shipment and 30% is due at the time of completion. Client shall have no authority to assert any offsets or discounts against any payment due, except as expressly agreed to by Company in the pricing page or other signed writing. Client represents and warrants to Company that it is solvent at the time this Agreement is made. Client hereby grants a security interest in the product Deliverables to secure payment to Company and consents to Company filing a financing statement to perfect such security.
3. **Space Requirements:** This system has been specially designed to meet Client's specific requirements; as such, most of the equipment is manufactured on a "per job" basis. Client shall allow Company's representative(s) reasonable access to Client's facilities to confirm whether the space where the Deliverables will be installed matches Client's representations. In the event that the space cannot be field verified before the Deliverables must be ordered and the actual space does not match what had been previously represented, Client is responsible for any delays and additional costs incurred to reconfigure the Deliverables to fit actual space (i.e. extra material, labor, and freight). Notwithstanding any field verification by Company, it is Client's responsibility to be certain the space is suitable for the installation of this equipment (i.e. adequate fire protection and floor load capacity).
4. **Acceptance:** Client shall accept the Deliverables which conform to the requirements of specifications under this Agreement. All claims for errors, shortages, or damage ("Non-conformance") must be made in writing to the respective Account Representative within ten (10) days of Client's receipt of any Deliverables, and Company shall have a reasonable period of time, based on the severity and complexity of the Non-conformance, to correct the Non-conformance. If Client uses the Deliverables before acceptance or fails to promptly notify Company of any Non-conformance then the Deliverables shall be considered accepted by the Client.
5. **Freight and Shipping:** Freight and shipping terms are detailed on the pricing page. In the event that Client or one of its agents refuses delivery for whatever reason on or after the estimated delivery date, Client will be responsible for the payments in accordance to Section 2 and the pricing page in addition to any supplemental storage charges incurred by Company as a result of the delay *unless* the delay is caused by Company, one of its manufacturers, freight carriers, subcontractors, and/or any other agent acting on Company's behalf.
6. **Limited Warranty:** Company warrants its installation services under the Agreement shall be performed with reasonable care in a diligent and competent manner. Company's sole obligation under this warranty shall be to correct any Non-conformance, provided that Client gives Company written notice within ten (10) days after installation is completed. Company does not warrant and is not responsible for any product Deliverables or third party services. Client agrees to look to the third party manufacturer or vendor (and not Company) with respect to all claims regarding such third party products or services as its sole and exclusive remedy. This section is Company's only warranty concerning the product and service Deliverables, and is made expressly in lieu of, and to disclaim, all other warranties and representations, express or implied, including any implied warranties of merchantability, non-infringement, or fitness for a particular purpose, or otherwise.
7. **Limitation of Remedy and Liability:** The maximum liability of Company and Company's principals, directors, officers, agents, employees, personnel, affiliates and their partners shall be the fees Company actually receives under the Agreement for the portion of work giving rise to the liability. In no event shall any of the above be liable to Client or any third party for any indirect, special, incidental, consequential, exemplary or punitive damages of any kind whatsoever in connection with the agreement, including but not limited to lost profits, loss of business opportunity, lost savings, and loss of business information. Client will bear the risk of loss or damage to, or theft of, any Deliverables once delivery has been made to the Client. Any action against Company must be brought within twelve (12) months after the cause of action arises. Neither party shall be liable for any delays or failures in performance due to circumstances beyond its reasonable control, including but not limited to, strikes, riot, war, fire, flood, storm, explosion, accident, or other acts of God. This contract shall be construed in accordance with the laws of the State of North Carolina (without regard to its choice of law provisions). Claims arising out of or requiring the interpretation of this Agreement shall be brought and litigated exclusively in courts located

within Mecklenburg County, North Carolina, or if a federal court, the court whose district includes Mecklenburg County, North Carolina. This Agreement may not be assigned without prior written consent; provided, however, Company may assign this Agreement in whole or in part, without the Client's consent, in connection with a merger, acquisition, corporate reorganization, or sale of substantially all of the Company's assets, and Client agrees that Company shall be released from any further obligations under this Agreement upon such assignment.

Patterson Pope, Inc.

Date

CLIENT

Date

(This Agreement may be signed in counterparts and by facsimile or electronic signature by an authorized representative.)

Purchase Order # _____



We Are Columbia

MEETING DATE: February 19, 2019

DEPARTMENT: Procurement and Contracts

FROM: *Sandra Wright, Purchasing Agent*

SUBJECT: Council is asked to approve the purchase of a Mini Hydraulic Excavator for the Water Distribution Division, as requested by Columbia Water. Award to Blanchard Machinery Company, a Local Business Enterprise, using SC State Contract #4400018718 in the amount of \$126,762.00. This vendor is located in West Columbia, SC.

REQUISITION NO.: R195266

FUNDING SOURCE AND ORIGINAL BUDGET AMOUNT: Funding Source: Utilities Water Distribution and Maintenance- Autos & Trucks Capital 5516203-658500. The original budgeted amount is \$126,762.00.

ORIGINAL BUDGET: \$126,762.00

BUSINESS PROGRAM: Local Business Enterprise Program

CLEAN WATER 2020?: No

STRATEGIC GOALS: Provide high quality municipal services

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

ATTACHMENTS:

- **#a:** R195266 Blanchard Machinery Quote (PDF)
- **#b:** R195266 Blanchard Machinery SC Contract (PDF)



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

Quotation

DATE 2/7/2019

Quotation For:

City of Columbia
Ms. La'Toyia T. Davis
PO Box 147
Columbia SC 29217

Prepared by: Brian Smith

Reference Number	Description	Amount
515-6836	308E2 HEXMN CFG 2	\$131,020.00
382-1602	PLUGS, MIRROR MOUNT	
382-8757	DRAIN, ECOLOGY	
397-7065	LINES, STICK	
397-7088	LINES, BOOM	
397-7130	CONTROL PATTERN CHANGER	
398-6354	ALARM, TRAVEL	
415-4380	COOLING, HIGH AMBIENT	
415-5033	BELT, SEAT, 76MM RETRACTABLE	
415-5040	RADIO, AM/FM	
428-2140	THUMB, HYD + COUPLER, PG, MAN, 8T	\$6,465.00
415-5183	TRACK, 450MM TG W/RUBBER PAD	\$2,925.00
367-0947	COUNTERWEIGHT, EXTRA	\$1,020.00
397-7068	STICK AR-HOE LONG	
382-8819	BLADE, 91", BOLT-ON	\$935.00
497-9149	PRODUCT LINK, CELLULAR, PL641	\$833.00
	TOTAL CATERPILLAR MACHINE LIST PRICE	\$143,198.00
	SUBTRACT 25% PER STATE CONTRACT 4400018718	(\$35,799.50)
	TOTAL MACHINE PRICE	\$107,398.50
295-5952	BUCKET-HD, 24" 0.30 YD3	\$2,161.00
295-5951	BUCKET-HD, 18", 0.20 YD3	\$1,929.00
561-2552	HAMMER, H65S	\$12,097.00
532-9067	BRACKET, MHE 8T, 50MM, LG	\$451.00
353-8830	LINES, H65, MHE 8T	\$444.00
423-8307	TOOL, IN LINE CHISEL H65E	\$264.00
	TOTAL CATERPILLAR ATTACHMENT LIST PRICE	\$17,346.00
	SUBTRACT 15% PER STATE CONTRACT 4400018718	\$ (2,601.90)
	TOTAL ATTACHMENT PRICE	\$14,744.10
	Total machine plus attachment price (\$107,398.50 + 14,744.10)	\$ 122,142.60
	60 MONTH / 5,000 HOUR PREMIER FULL MACHINE WARRANTY	\$ 4,119.40
	SC STATE CONTRACT 4400018718 PRICE	\$ 126,262.00
	SC Sales Tax	\$ 500.00
	TOTAL PRICE	\$ 126,762.00

Thank you for the opportunity to earn your business



PROCUREMENT SERVICES

Contract 4400018718

[Back to Initial Screen](#)

Validity Start 06/01/2018

Validity End 05/31/2023

Target Value \$ 5,425,000.00

FEIN 59-0681683

Bid Invitation [5400015056](#)

Contract Notes

Vendor 7000052564

Vendor Address BLANCHARD MACHINERY COMPANY

P.O. Box 7517

COLUMBIA SC 29202

District

Telephone (803) 791-7100

E-mail bsmith@blanchardmachinery.com

Fax Number

Minority Status Not Applicable

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

Other URL

Vendor Contacts

4 Contacts found, displaying all Contacts.

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

Attachments

One Attachment found.

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

Contract Items

One Item found.

Item Pricing

00003 LOT 4 - CATERPILLAR

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

Agency: Statewide

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We Are Columbia

MEETING DATE: February 19, 2019

DEPARTMENT: Procurement and Contracts

FROM: Sandra Wright, Purchasing Agent

SUBJECT: Council is asked to approve a Contract for Project SS7504; Saluda River Pump Station Power Pack Platform Construction, as requested by Columbia Water. Award to Shady Grove Construction, LLC, a certified Minority Business Enterprise and a certified Local Business Enterprise in an amount not to exceed \$179,052.50, which includes contingency funding. This firm located in Irmo, SC.

PURPOSE: The following subcontractors will provide additional services/materials:

Sanders Welding of Newberry, SC will provide structural steel at 10.4% (\$17,000.00) of the total contract value.

Capitol Concrete of Lexington, SC, a certified LBE, will provide concrete at 6.4% (\$10,350.00) of the total contract value.

Fortiline Waterworks of Columbia, SC will provide pipe and appurtenances at 2.5% (\$4,000.00) of the total contract value.

REQUISITION NO.: R195660

FUNDING SOURCE AND ORIGINAL BUDGET AMOUNT: Funding source will be provided from 2539999 - SS750402 - 638400. The original budgeted amount is \$180,000.00.

ORIGINAL BUDGET: \$179,052.50

CLEAN WATER 2020?: No

STRATEGIC GOALS: Provide high quality municipal services

There were two (2) responsive and responsible bids received for this project under Bid#016-18-19-DS.

The construction time allocated for this project is one hundred twenty (120) consecutive calendar

days from the commencement date as specified in the Notice to Proceed to substantial completion and an additional thirty (30) consecutive calendar days to final completion for a total construction time of one hundred fifty (150) consecutive calendar days from the commencement date as specified in the Notice to Proceed.

Base Bid	\$ 162,775.00
Contingency (10%)	\$ 16,277.50
Total (Not to Exceed)	\$ 179,052.50

ATTACHMENTS:

- **#a:** Attachment 4 Bid016 Contract SS7504 (PDF)
- **#c:** Attachment 2 Bid016 PM Letter of Recommend and Site Map (PDF)
- **#d:** Attachment 3 Bid016 Business Record Information (PDF)
- **#e:** Bid016 Site Map (PDF)

CONTRACT

City of Columbia, South Carolina

CIP #SS7504

Saluda River Pump Station Power Pack Platform

FEMA SC Severe Storms and Flooding 2015 DR 4241 / DR 3373

Bid #016-18-19-DS

This Contract is made by and between City of Columbia, South Carolina, hereinafter called Owner, and **Shady Grove Construction, LLC** with legal address and principal place of business at 1079 West Shady Grove Road, Irmo, South Carolina 29063, hereinafter called Contractor. Owner and Contractor in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1. WORK.

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

ARTICLE 2. ENGINEER.

2.1 The Project has been designed by the City of Columbia.

ARTICLE 3. CONTRACT TIME.

3.1 The Contract Time shall be **one hundred twenty (120)** consecutive calendar days from the said date of commencement as defined in the Notice to Proceed (NTP) to substantial completion and an additional **thirty (30)** consecutive calendar days to final completion for a total construction time of **one hundred fifty (150)** consecutive calendar days from the commencement date as defined in the Notice to Proceed (NTP).

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

ARTICLE 4. CONTRACT PRICE.

4.1 Owner will pay Contractor for performance of the Work in accordance with the Contract Documents in current funds at the contract price agreed upon in the Contractor's Bid Form attached to this Contract which establishes the contract price as **One Hundred Sixty-Two Thousand, Seven Hundred Seventy-Five Dollars and Zero Cents (\$162,775.00)**.

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 **Five Hundred Dollars and Zero Cents (\$500.00)** per day for each calendar day of delay until the Work is complete.

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

ARTICLE 8. ASSURANCE

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

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

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

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

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

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

ARTICLE 9. CONTRACT DOCUMENTS.

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

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

9.2.1 Invitation To Bid.

9.2.2 Instructions To Bidders.

9.2.3 Bid Form.

9.2.4 This Contract.

9.2.5 Performance and Payment Bond.

9.2.6 Part 15 "General Specifications", Part 17 "Specifications for Sanitary Sewers", Part 18 "Specification for Roadway Improvements, Materials and Construction", Part 20 "Specifications for Sodding, Fertilizing and Seeding" all of the City of Columbia's Engineering Regulations.

9.2.7 Special Provisions.

9.2.8 Technical Specifications.

9.2.9 Drawings, numbered **G01** through **G03**, inclusive and dated **February 9, 2018** and Drawings, numbered **MS01** through **MS04**, inclusive and dated **February 9, 2018**.

9.2.10 Addenda numbers 0, inclusive.

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

ARTICLE 10. MISCELLANEOUS

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

10.2 Neither Owner nor Contractor shall, without the prior written consent of the other, assign or sublet in whole or in part any interest under any of the Contract Documents; and, specifically but without limitation, Contractor shall not assign any monies due or to become due without the prior written consent of owner.

In case Contractor assigns all or any part of any monies due or to become due under this Contract, the instrument of assignment shall contain a clause substantially to the effect that it is agreed that the right of the assignee in and to any monies due or to become due to Contractor shall be subject to prior claims of all persons, firms and corporations for services rendered or materials supplied for the performance of the Work called for in this Contract.

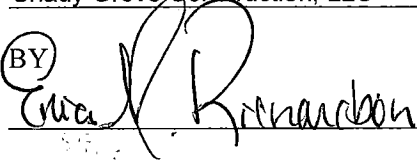
10.3 Owner and Contractor each binds himself, his partners, successors, assigns and legal representatives in respect to all covenants, Contracts and obligations contained in the Contract Documents.

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

This Contract shall become effective on _____, 20____.

Contractor
Shady Grove Construction, LLC

BY


Eric R. Richardson

(CORPORATE SEAL)

Attest


Dana M. Cale

Address for giving notices:

1079 W Shady Grove Road

Irmo, SC 29063

Date: _____

Owner
City of Columbia, SC

BY

Teresa Wilson, City Manager

(CORPORATE SEAL)

Attest

Address for giving notices:

Department of Procurement and Contracts

1800 Main Street, 2nd Floor

Columbia, SC 29201

Date: _____

APPROVED AS TO FORM


Legal Department City of Columbia, SC

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

Business Information Record

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

MUST BE TYPED - "NO LINE STRIKE THROUGH"

Business Name & Address	Contact Name & Telephone	Services and / or Materials Provided	Cost of Services and / or Material (\$ Value)	Percentage of Total Contract	MBE, WBE, SBE, DBE, LBE (indicate all that apply)	Is your Business CDBE Approved? Yes or No
Sanders Welding 165 Odell Road Newberry, SC 29108	Todd Sanders 803-321-0809	Structural Steel	\$17,000.00	10.4 %		No
Capitol Concrete 1059 Bonhomme Richard Road Lexington, SC 29072	Dave Kelly 803-808-0825	Concrete	\$10,350.00	6.4 %		No
Fortiline Waterworks 120 N Shorecrest Road Columbia, SC 29209	James Young 803-783-5511	Pipe & Apurtenances	\$4,000.00	2.4 %		No
				%		
				%		

TOTAL: \$ 31,350.00

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

Business Name: Shady Grove Construction, LLC

Representative Name / Title: Erica M Richardson, Managing Member

Date: November 07, 2018



Eagleview

Clean Water 2020
Columbia's Clear Vision for Clean Water



We Are Columbia

DHM: June 7, 2018
Production Maps/ProjectLocation Maps/CIP/SS744603

- Sewer Manhole
- PS Pump Station
- ↗ Sewer Gravity Main
- ↘ Large Diameter Sewer Gravity Main
- ↖ Sewer Force Main



1 inch = 200 feet

0 50 100 200 300 Feet

SS744603
Saluda River PS
Bypass Pump Power
Pack Platform

Prepared For: **Packet Pg. 125**



We Are Columbia

MEETING DATE: February 19, 2019

DEPARTMENT: Procurement and Contracts

FROM: *Sandra Wright, Purchasing Agent*

SUBJECT: Council is asked to approve an Agreement for Project SS7306; Wastewater Collection Flow Monitoring Services, as requested by Columbia Water. Award to Woolpert, Inc. in the amount of \$184,560.00. This firm is located in Columbia, SC.

PURPOSE: This is a Clean Water 2020 Program Project.

REQUISITION NO.: R194441

FUNDING SOURCE AND ORIGINAL BUDGET AMOUNT: Funding Source: 5511706-638305 - The original budget amount is \$250,000.00.

ORIGINAL BUDGET: \$184,560.00

CLEAN WATER 2020?: Yes

STRATEGIC GOALS: Provide high quality municipal services

The above referenced Agreement is to compensate the Consultant for providing flow monitoring services on the wastewater collection system to the City of Columbia, including permanent and temporary flow monitoring and rain gauge data collection.

Services to be performed will impact all City Council Districts. The Office of the City Attorney has reviewed the Agreement and the Assistant City Manager for Columbia Water and the Director of Utility Operations recommend its approval.

ATTACHMENTS:

- **#a:** SS7306- Wastewater Collection flow Monitoring Services (PDF)

Woolpert, Inc.
Wastewater Collection Flow Monitoring Services – SS7306



AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is being awarded under procurement method RFP014-17-18-CCP City of Columbia Flow Monitoring Program.

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 Woolpert, Inc., (hereinafter referred to as the "Contractor"), to provide flow monitoring services on the wastewater collection system for the City of Columbia, SC.

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

2. **SCOPE OF SERVICES** – Upon written notification by the City to proceed, the Contractor shall provide the scope of services more fully described in Exhibit A, attached hereto. The Contractor shall perform any and all incidental services not specifically set forth in Exhibit A, which are necessary to fully complete the scope of services described in Exhibit A.
3. **SUPPLEMENTAL OR ADDITIONAL SERVICES** – The City may require supplemental or additional services of the Contractor or recommended by the Contractor and approved by the City in writing.

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

Woolpert, Inc.
Wastewater Collection Flow Monitoring Services – SS7306

4. **TERM OF AGREEMENT** – The term of the Agreement is the date of the execution of this *Award* or a *Notice to Proceed* for an initial term of four (4) months, with the option to renew or continue with work for three (3) 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 Contractor shall complete any and all services performed under this Agreement within the timeframes as outlined in Exhibit C, attached hereto.

6. **COMPENSATION** – (See Exhibit B)

A. The total compensation to be paid by the City to the Contractor under this Agreement shall not exceed i.e. One Hundred Eighty-Four Thousand, Five Hundred Sixty Dollars and No/100 (\$184,560.00).

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

Woolpert, Inc.
Wastewater Collection Flow Monitoring Services – SS7306

C. Invoicing Procedure: See Exhibit D

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

D. Prompt Payment to Subcontractors and Material Suppliers (Use Prompt Payment Affidavit Exhibit) **Non-Applicable**

1. The Contractor is required to pay all Subcontractors and material suppliers for all work that the Subcontractor has satisfactorily completed, no later than twenty (20) calendar days after the Contractor has received payment from the City.
2. In addition, all retainage amounts received from the City by the Contractor must be paid by the Contractor to the Subcontractor no later than fourteen (14) calendar days after the Subcontractor has, in the opinion of the Assistant City Engineer for Construction or his/her designee, satisfactorily completed its portion of the Work.
3. A delay in or postponement of payment to the Subcontractor or material supplier requires good cause and prior written approval of the City's Assistant City Contractor for Construction or his/her designee.
4. The Contractor is required to include, in each Subcontract, a clause requiring the use of appropriate arbitration mechanisms or other method to resolve all payment disputes.
5. The City will not pay the Contractor for subsequent work performed unless and until the Contractor ensures that the Subcontractor 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 Contractor's sworn statement

Woolpert, Inc.
Wastewater Collection Flow Monitoring Services – SS7306

that it has complied with the prompt payment requirements. The Contractor must submit a Prompt Payment Affidavit, Subcontractor list that identifies each Subcontractor (both Disadvantaged Business Enterprises (DBEs) and non-DBEs) including Subcontract values and the date and amount of the last payment to such Subconsultant(s). That documentation must be provided with every payment request submitted to the City, except for the first payment request.

6. Failure to comply with these prompt payment requirements is a breach of this Agreement. The City reserves the right to pursue any and all remedies permitted under law for breach of contract, including, but not limited to, Contractor debarment.

E. Affirmative Action Procurement and Contracting Goals:

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

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

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

Woolpert, Inc.
Wastewater Collection Flow Monitoring Services – SS7306

endeavor.

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

F. Subcontracting Goals

Under this Agreement, the subcontracting goals are as follows:

SB Goals	____%
MBE	____%
WBE	____%
LSA	____%

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

7. **MENTOR-PROTÉGÉ PROGRAM** (<http://www.columbiasc.net/business-outreach/>)
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.

Woolpert, Inc.
Wastewater Collection Flow Monitoring Services – SS7306

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

8. INDEMNIFICATION & INSURANCE

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

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

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

Woolpert, Inc.
Wastewater Collection Flow Monitoring Services – SS7306

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

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

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

- B. The Contractor shall furnish the City with a certificate showing satisfactory proof of carriage of the insurance required hereunder and such insurance shall be approved by the City prior to the Contractor and any Subcontractor of the Contractor commencing any services under this Agreement and this insurance shall remain in effect throughout the term of this Agreement, and any extensions of service. Insurance shall remain in effect for the duration of the project and for a period of one (1) year after completion. The City of Columbia shall be the Certificate Holder and shall be named as an *Additional Insured*.
- C. The Contractor shall indemnify, defend, hold harmless and reimburse the City, its agents, and employees from and against any and all losses, liabilities, expenses, and all claims for damages of any nature whatsoever relating to or arising out of any action or failure to act by Contractor, its Subcontractors, 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,

Woolpert, Inc.
Wastewater Collection Flow Monitoring Services – SS7306

bodily injury, death, personal injury, or injury to real or personal property, defense costs, legal fees and costs, and attorney's fees for an appeal.

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

9. PERMITS & LICENSES

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

Woolpert, Inc.
Wastewater Collection Flow Monitoring Services – SS7306

- C. The Contractor shall answer questions and consult with the City and/or appropriate authorities as necessary to assist the City's efforts in obtaining required permits/approvals.
- D. The Contractor shall procure a City of Columbia business license while performing services under this Agreement.

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

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

The Contractor is expected to make Contractor'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 Contractor has provided a list of all of its clients with whom there may be potential conflicts with the City. This list shall be supplemented throughout the duration of this Agreement.

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

Woolpert, Inc.
Wastewater Collection Flow Monitoring Services – SS7306

- A. Failure by the City to appropriate funds for the performance of any of the services required in this Agreement in any annual budget;
- B. The Contractor fails to perform any of the services required in this Agreement and does not correct such deficiency within fifteen (15) days after being notified by the City of such deficiency;
- C. Force Majeure;
- D. The City, at its sole option and discretion, has the right to terminate this Agreement for any reason whatsoever. A termination for default under this Agreement, if wrongfully made, shall be treated as a termination for convenience under this clause;
- E. Upon expiration of the term of this Agreement; and
- F. By mutual agreement.

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

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

Woolpert, Inc.

Name: Richard Washington
 Title: Project Manager
 Address: 2000 Center Point Road, Suite 2220
 Columbia, SC 29210
 Phone: (803) 731-0261
 Email: Richard.Washington@Woolpert.com,

16. **CONSENT DECREE**

- A. The services performed by the Contractor 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

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of which has been provided to the Contractor by the City and is incorporated by reference herein. The Contractor shall perform the services pursuant to this Agreement in conformity with the terms of the Consent Decree as required by Paragraph 5 therein.

- B. In addition to the requirements above, the Contractor 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 Contractor's possession or control that relate in any manner to the Contractor's performance under this Agreement ("Preserved Documents"). Upon the Contractor's performance of all services required under this Agreement, the Contractor shall provide the City with all Preserved Documents. In addition to the requirements above, the Contractor 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 Contractor 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 Contractor first knew or should have known that the event might cause a delay. Within three (3) days thereafter, the Contractor 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 Contractor's rationale for attributing such delay to a force majeure event. The Contractor shall include with any notice all available documentation supporting the claim that the delay was attributable to a force majeure event.

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- D. The Contractor shall reimburse the City the amount of any stipulated penalties imposed on the City pursuant to Paragraph 47 of the Consent Decree if the Contractor neglects, fails, or refuses to meet the deadlines set forth in Exhibit C attached hereto. The Contractor agrees that any failure to meet such deadlines will result in the City's failure to meet the deadlines set forth in the Consent Decree except in the event of force majeure notice by the Contractor 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 Contractor's failure to perform pursuant to the Agreement.
- E. The Contractor shall perform the services pursuant to this Agreement using sound engineering practices as set forth in Paragraph 9 of the Consent Decree.

17. MISCELLANEOUS

- A. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and the Contractor.
- B. The Contractor shall be responsible for performance of all services required by this Agreement. The Contractor does not act as the City's agent or employee.
- C. The Contractor will not assign or sublet its obligations to perform the services required by this Agreement without the written consent of the City. The Contractor shall be as fully responsible to the City for the acts and omission of its Subcontractors, as it is for the acts and omissions of persons directly employed by the Contractor.

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

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

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

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

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

- H. In the event any provision of this Agreement is determined to be void or unenforceable, all other provisions shall remain in full force and effect.
- I. This Agreement is subject to City Council approval.
- J. The Contractor acknowledges, for itself and its Subcontractors, 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.

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- K. In carrying out services under this Agreement, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation or national origin. The Contractor shall take affirmative action to ensure equal employment opportunities for all applicants for employment, without regard to their race, creed, color, religion, ancestry, sex, sexual orientation, national origin, disability or other handicap, age, marital status, or status with regard to public assistance. Such action shall include, but not be limited to, the following: employment, promotion, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. The Contractor will incorporate these nondiscrimination requirements in all subcontracts for work under this Agreement.
- L. This Agreement shall be binding upon the respondent and upon its successors and assignees. This Agreement shall be binding upon the City in accordance with its terms and provisions.
- M. All of the reports, information, data, records or documents of any kind, prepared or assembled by the Contractor under this Agreement are matters of public record, but that the Contractor agrees that they shall only be made available to any individual or organization by the City and the Contractor shall not make them available to any individual or organization without the prior written approval of the City.
- N. Every exhibit, schedule and appendix attached to this Agreement and referred to herein is hereby incorporated into this Agreement by reference unless this Agreement expressly provides otherwise. This Agreement, exhibits and other documents include, but are not limited to the Conflict of Interest Statement,

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Non-collusion Affidavit, Business Information Record for Subcontractors /Subcontractors, Local Business Enterprise, and Mentor Protégé Implementation forms are incorporated by reference in this Agreement and set forth the entire understanding between the parties hereto regarding the subject matter hereof.

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

CITY OF COLUMBIA, SOUTH CAROLINA

Witness

Teresa Wilson, City Manager

Date: _____

WOOLPERT, INC.

Eric MacDonald V.P.

Woolery, Inc.
Erin M. Woolery

Date: 1/16/2019

Print: Name/Title

Signature

Recommended by:

Recommended by: Joh Thrip FOR
Joseph D. Jaco, P.E., Director of Utility Operations

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

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

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

APPROVED AS TO FORM


Legal Department City of Columbia, SC

List of Exhibits

Exhibit A – Statement of Work

Exhibit B – Schedule for Completion of Services

Exhibit C – Compensation

Exhibit D – Invoicing Procedure

EXHIBIT A

SCOPE OF SERVICES

**City of Columbia
CIP# SS7306
Wastewater Collection Flow Monitoring Services**

The services performed as a part of this Scope of Services include providing flow monitoring services on the wastewater collection system to the City of Columbia (CITY), including permanent and temporary flow monitoring and rain gauge data collection. The permanent and temporary meters are to be at locations selected by the CITY. The sites will include pipes with a variety of diameters and which experience a range of differing hydraulic conditions. The locations the meters will be throughout the CITY wastewater collection system shown in Figure 1.

Mandatory Requirements

- A. CONTRACTOR is responsible for the effective administration and management of the entire project and for quality of the meter installation and operation. The CONTRACTOR'S flow monitoring services shall include site selection, equipment installation and calibration, operation and maintenance, and data collection for flow meters.
 1. Consultant will utilize SharePoint provided by the CITY to share and file documentation of project progress, data, decisions, deliverables, design and management of the project.
 - a. Consultant will maintain a complete document file for the project. All documents should be loaded to SharePoint within seven (7) days. Consultant is responsible for checking the site monthly and addressing any deficiencies to ensure all content is current, follows the CITY's standard naming convention for documents, and that all content is loaded under the most appropriate category for each document. Consultant is responsible for breaking out documents such as invoices, Site Reports, schedules, etc. into separate categories and not scanning and loading multiple category documents in one file so they can easily be found by searching in categories and by document name.
- B. CONTRACTOR will investigate the preliminary flow monitoring locations identified by the CITY and select the most appropriate site to monitor dry and wet weather flows; provide recommendations for most appropriate site for each preliminary location; indicate a backup site for each location; provide detailed site reports and digital photographs of the above ground, and upstream and downstream sewers in the manhole. The CONTRACTOR shall prepare a Site Report for each flow meter site. The Site Report will contain at a minimum, manhole asset ID number, general site conditions, sketch of manhole and connecting sewers with drops noted and approximate orientation to North identified, flow conditions, accessibility, and identify any issues that make the site unsuitable for flow monitoring. High-water marks and evidence of surcharging, or lack thereof, shall be documented. Measurements of rim-to-manhole invert shall be recorded. Any debris or sediment that would influence the determination of wastewater flows will be recommended for removal by the CITY. The CONTRACTOR shall document, in a Site

Installation Report, the flow conditions at the time of installation and calibration, measure the sewer diameter, and take digital photographs of the flow and depth sensor installation.

- C. The flow meters will be installed in active sewer lines with continuous flows. The flow sensor(s) shall be mounted securely according to manufacturer's recommendations with stainless steel brackets and materials suitable for the installation in a sewer environment. The sensor cables and connectors will be secured to prevent disruption of operation or debris collection. The flow meters shall be installed without system interruptions. Installation of meters and other work may need to be performed at night or during periods of low flows. Meter installations shall be coordinated with the CITY as to not interfere with system operation or other activities. Some sites may currently have limited access to normal vehicular access. It shall be the responsibility of the CONTRACTOR to develop a means for meter site access and equipment installation.
- D. The flow meter equipment and accessories shall be installed in a manner that protects the equipment from vandalism and other site-specific risks, such as flooding, that can cause damage or interfere with meter operations.
- E. Install, calibrate and maintain flow monitors and rain gauges in the system at locations approved by the CITY. The CONTRACTOR shall confirm the selected flow monitoring site suitability after the first two weeks of data collection and notify the CITY on the confirmation results. If flow monitor relocation is necessary, the CONTRACTOR will be compensated at the installation cost identified in the negotiated compensation schedule.
- F. CONTRACTOR shall provide wireless cellular communication to a secure web-based delivery service for the permanent meters, permanent rain gauges, and selected temporary meters and rain gauges. The CITY's Utilities and Engineering Department shall have access to the web-based data. The user shall be able to view historical flow graphs and scatter graphs and prepare reports (i.e. flow depth, flow totals, average max/min flow, etc.). Data retrieval options should include a format compatible with Microsoft Excel. Level, velocity and rainfall and all historical project data shall be collected and stored for the duration of the project and provided digitally at the conclusion of the project. Data should be delivered to the web-based server in 15-minute push intervals. Or, in lieu of regular 15-minute push intervals, a system that pulls data daily, on demand by user, and under specified alarm conditions is acceptable. Flow meters shall have the capability of submitting alarm event notifications via SMS messaging and sending email to specified recipients. Users shall be capable of viewing meter vitals through the web-based portal.
- G. In conformance with OSHA requirements, the CONTRACTOR shall be responsible for any confined space entry permits, health and safety plans, and shall take appropriate precautions during manhole entry during execution of this project. The CONTRACTOR shall also be responsible for complying with all local regulations related to public safety, traffic control, and excavation or digging (Call Before You Dig).
- H. There are potential hazards associated with wastewater collection sewer system environments and flow rate fluctuation due to lift station operations. The CONTRACTOR shall acknowledge they are aware of these potential hazards.

- I. The firm shall prepare and submit a procedure for performing the field calibration. The field calibration should demonstrate that the installed sensors are installed and calibrated so that the depth and velocity are within the accuracy identified in the specifications. The field calibrations that are not within the required accuracy shall be repeated and/or the sensors shall be replaced and calibrated within the required accuracy. The CONTRACTOR shall perform a minimum of two (2) manual depth and velocity measurements at every site at the time of meter installation to confirm that the sensors are measuring accurate depths and velocities. Rain gauges shall be field calibrated in accordance with the manufacturer's instructions at the time of calibration. Calibration records shall be included in the Meter Site Installation Report and the Meter Site Maintenance Reports.
- J. For permanent meters, the CONTRACTOR will perform routine onsite maintenance of each installation at minimum on a bi-weekly basis for the first three months and more frequently if needed. After the first three months, maintenance will be conducted as frequently as needed based on CONTRACTOR's review of the online data, but at a minimum monthly. For temporary meters, the CONTRACTOR will perform routine onsite maintenance of each installation at minimum on a weekly basis and more frequently if needed. Routine maintenance includes, but not limited to, verification of the monitor calibration, verification of proper data collection and recording, cleaning of velocity and depth sensors, and removal of accumulated sediment or debris in the vicinity of the flow monitor installation. The CONTRACTOR will document each maintenance visit in a Site Maintenance Report. The Site Maintenance reports for temporary meters are to be submitted weekly. The Site Maintenance reports for permanent meters are to be submitted on at least a bi-weekly basis for the first three months and monthly afterwards.
- K. During the course of temporary monitoring, CONTRACTOR should submit the data weekly for the CITY's review (if the wireless reporting option is not used).
- L. The CONTRACTOR will provide the CITY with any proprietary software and one day of training in use of the software necessary for accessing, viewing, and analyzing of the data collected from the flow monitors and rain gauges at no additional cost. Any software used shall be Windows based. The CONTRACTOR will provide the CITY with licenses, user names, and/or passwords to use the software and web-based portals in perpetuity at no additional cost.
- M. CONTRACTOR will remove the flow meters and rain gauges at the conclusion of flow monitoring period with approval from the CITY.
- N. The metering equipment and accessories shall be under warranty during operation (for the entire contract period and subsequent renewal periods for permanent meters and rain gauges). If the equipment is found to be defective or inoperable, it shall be replaced within 1 week.
- O. Flow monitoring devices must utilize solid-state electronics with capability of measuring and recording wastewater depth and mean velocity at 5-minute intervals. Technology appropriate to pipe size and flow conditions is required. The CONTRACTOR will recommend the most suitable flow monitoring equipment/technology to fully meet the flow monitoring objectives. Flow monitoring equipment will meet Specification 17212 in Appendix A. It is the CITY's intent to use some of the permanent meters for billing purposes. The CITY will approve the final selection of the proposed flow monitoring equipment.

1. *Area-Velocity (AV) meters* (ADS-FlowShark, ISCO 2150, or Sigma 910/920). If the CONTRACTOR would like to use alternate equipment, they must request approval of alternate equipment before submitting the Bid – use where suitable flow/site conditions are available for obtaining both depth and velocity readings for full range of flow conditions.
2. *Advanced AV* (Magnetic, ADFM, Accusonic, primary device e.g., flume, or other) - use where flow measurement is critical and/or where complex hydraulic conditions exist. In some locations, may require a supplemental AV meter to capture low flow conditions. Not to be used if suitable flow/site conditions are not available for obtaining both depth and velocity readings for full range of flow conditions. For the CITY's flow monitoring, this type of installation may apply to critical locations associated with billing or regulatory reporting.
3. *Depth-only meters* (e.g., submerged pressure transducer mounted in the flow stream similar to AV meters listed above or approved equivalent) – use at locations where reliable velocity measurements for full range are impractical to obtain yet there remains significant benefit to subsequent analyses, such as hydraulic modeling.
4. The CONTRACTOR'S rain gauge services will also include site selection, installation, calibration, operation, maintenance, and data collection for permanent, continuous tipping-bucket rain gauges or equivalent at specific sites to be selected by the CONTRACTOR and approved by the CITY. Rain gauges will measure rainfall in increments of 0.01 inches and record the summed volume at 5-minute intervals.

Mandatory Reporting

- A. The CONTRACTOR will implement quality control procedures to review all data collected for abnormalities, signs of drifting/non-functioning sensors, missing data points, and other indicators that may diminish data accuracy. The final corrected data and report for each meter shall be provided to the CITY as follows:
 1. Submitted monthly no more than one week after the end of the month for permanent meters and three weeks after the end of the monitoring period for temporary meters.
 2. Data should be submitted in tabular format such as an Excel spreadsheet. Data provided to the CITY from flow monitors shall include date, time, depth, and average velocity at 5-minute increments. Flows will be reported to the nearest 1-gallon per minute. Depth will be reported to the nearest 0.01 inch, and velocities will be reported to the nearest 0.01 feet per second. Rain gauge data shall include date, time, and rainfall depth reported in hundredths of an inch at 5-minute increments. Time intervals for flow data and rainfall data shall be synchronized.
 3. A written description of the quality control procedures, explanation of any abnormalities, and a description of any corrections made to the raw data (date/time, reason, adjustment made, etc.).
 4. A scatter graph of data by month for permanent meters and by monitoring period for temporary meters.

5. A graph of flow, depth, and rainfall by month for permanent meters and by week for temporary meters.
 6. A summary table listing the average daily flow, average daily minimum, average daily maximum, peak recorded flow and date/time, peak recorded depth and date/time, and total flow.
 7. An accounting of all significant activities at the meter site (e.g. pressure sensor failed on the 3rd and was replaced on the 4th).
- B. The data shall be reviewed and adjusted as appropriate in accordance with CONTRACTOR'S QC Procedures and within industry standards. CONTRACTOR shall provide a written certification with each data submittal stating, "INSERT NAME OF COMPANY certifies that the data has been reviewed and adjusted as appropriate within industry standards." Penalties will be assessed against the monthly metering fee (per meter) for sub-standard data as follows:
1. Condition for Full Payment (all conditions apply)
 - a. Zero incidents of data gaps exceeding two consecutive business days
 - b. $\geq 95\%$ of all data points delivered
 2. Condition for Payment x 0.90 (if any condition applies)
 - a. One incident of data gap exceeding two consecutive business days
 - b. Between 90% and 95% of all data points delivered
 3. Condition for Payment x 0.75 (if any condition applies)
 - a. Two or more incidents of data gaps exceeding two consecutive business days
 - b. Between 90% and 95% of all data points delivered
 4. Condition for Non-Payment (if any condition applies)
 - a. Three or more incidents of data gaps exceeding two consecutive business days
 - b. $\leq 90\%$ of all data points delivered
- C. At the conclusion of the flow monitoring, the CONTRACTOR shall provide a final report to the CITY that includes two digital copies of the items listed above in bullets 1-7. Additionally, reports shall include all Site Reports, Site Installation Reports and Site Maintenance Reports for each flow monitor and rain gauge. The final report shall also include the digital records, including photos taken during site selection, equipment installation/calibration, and weekly data collection/maintenance.

Exhibit A
SECTION 17212

FLOW METERS AND ACCESSORIES

PART 1 - GENERAL

1.01 DESCRIPTION

This section specifies requirements for open channel flow meters, associated indication devices, and accessories. The equipment shall include a portable flow logger, a submerged depth/velocity (AV) sensor, an in-pipe ultrasonic sensor (which will serve as a backup level measurement), and an analyzer module for measuring velocity and depth of liquids in an open channel with wireless communication and software for data retrieval, alarming, programming and reporting.

1.02 SUBMITTALS

Submittals shall include the following:

1. A copy of this specification section, with addendum updates included, and all referenced and applicable sections, with addendum updates included, with each paragraph check-marked (✓) to indicate specification compliance or marked to indicate requested deviations from specification requirements.

A check mark (✓) shall denote full compliance with a paragraph as a whole. If deviations from the specifications are indicated, and therefore requested by the Contractor, each deviation shall be underlined and denoted by a number in the margin to the right of the identified paragraph, referenced to a detailed written explanation of the reasons for requesting the deviation. The City shall be the final authority for determining acceptability of requested deviations. The remaining portions of the paragraph not underlined will signify compliance on the part of the Contractor with the specifications. *Failure to include a copy of the marked-up specification sections, along with justification(s) for any requested deviations to the specification requirements, with the submittal shall be sufficient cause for rejection of the entire submittal with no further consideration.*

2. Marked product literature of all equipment and features to be provided.
3. Installation drawings for the transmitters, sensors, and mounting accessories to be provided.

4. Electrical and signal connection drawings for only the transmitters and sensors to be provided.
5. List of miscellaneous items, cables, spare parts, that will be provided in accordance with these requirements.

(X) or Deviation(s) _____
Use additional paper if necessary

PART 2 - PRODUCTS

2.01 GENERAL

The flow metering equipment shall combine advanced ultrasonic velocity sensing technology with pressure level sensing to measure open channel flow. The sensor shall be field replaceable/ interchangeable. The analyzer module shall perform analysis and processing on the signals obtained by the submerged AV sensor. It shall provide summary measurements based upon multiple distinct target sets. The system shall allow the use of an ultrasonic level sensor, and shall be able to log both the AV level and the ultrasonic level sensors and calculate flow using either sensor.

2.02 FLOW LOGGER

Flow Loggers shall be a battery-powered data logger housed in a sealed NEMA 6P/IP68 rated enclosure and meet the following requirements:

1. The logger shall have a minimum of two sensor ports and one communications port.
Modular design allows multiple sensors and communications to be stacked
() or Deviation(s) on battery module
Use additional paper if necessary

2. Power requirements shall be 8 to 18 VDC from batteries or external power source, 2.5W maximum. The battery compartment shall be sealed with an o-ring for additional moisture barrier. If available, power from an external source (either AC or DC) can be fed to the controller.
 - a. External power source options include solar panel with deep cycle battery, AC (requires AC to DC adaptor cable), and/or long-life alkaline battery.
 - b. When external power is supplied, the logger shall be capable of power switching, i.e. drawing first from the external power source and using the back-up batteries only in the event of low power or power fail to optimize the life of the alkaline batteries installed in the base of the logger.

(X) or Deviation(s) _____
Use additional paper if necessary

3. The logger shall be capable of operating in temperatures ranging -18C to 60C (0F to 140F) at 95% RH.

(X) or Deviation(s) _____
Use additional paper if necessary

4. The logger shall have an LED indicator for operating/programming status visible on the top surface of the logger.

(X) or Deviation(s) _____
Use additional paper if necessary

5. The logger shall be able to communicate to a computer locally via USB or RS232 connection.

(X) or Deviation(s) _____
Use additional paper if necessary

6. The logger shall have remote communications via CDMA2000 1xRTT or GSM/GPRS.

(X) or Deviation(s) _____
Use additional paper if necessary

7. The available antenna options shall include traffic-rated in-road/burial and/or traffic-rated manhole lid antennas.

(X) or Deviation(s) _____
Use additional paper if necessary

8. Communication protocols shall include: Modbus RTU, Modbus ASCII, Mobile-Terminated SMS, Mobile-Originated SMS and TCP/IP.

(X) or Deviation(s) _____
Use additional paper if necessary

9. The logger shall have multiple channel alarms and shall be able to send an email or a text message (SMS) to up to five addresses or cell phone numbers.

(X) or Deviation(s) _____
Use additional paper if necessary

10. The logger shall be capable of secondary logging intervals for dynamic logging where

the logging interval changes upon a user defined alarm trigger. Primary and secondary logging intervals shall be 1, 2, 3, 4, 5, 6, 10, 12, 15, 20, 30 or 60 minutes.

() or Deviation(s) 15 seconds, 30 seconds | 1, 2, 5, 15, 30 minutes | 1, 2, 4, 12 or 24 hours
Use additional paper if necessary

11. Data shall be stored in non-volatile flash memory and be retained when power is removed:

1. Event Log: 1,000 events.
2. Sampler History: 2,000 sample events maximum.
3. Datalog: 325,000 data points; 1128 days for 3 channels at 15 minute log intervals.

Non-volatile flash retains stored data for 270 days; level, velocity and flow at

() or Deviation(s) 15 minute storage intervals and voltage every 24 hours, as well as, total flow.
Use additional paper if necessary

12. Timebase accuracy of the Flow Logger shall be 0.002% synchronized every 24 hours with server software and modem.

() or Deviation(s) Specification not in keeping with equipment available on the market
Use additional paper if necessary

2.03 SUBMERGED AV SENSOR

The sensors for velocity and pressure may be within a single or separate housing.

The AV sensor shall consist of transducers and a temperature sensor in a watertight outer shell(s) with epoxy potting within. The transducers shall be ultrasonic for fluid velocity measurement and pressure for fluid level measurement. The ultrasonic transducer directly measures average velocity. The pressure transducer shall measure the pressure of flow converting it to depth of flow. The temperature sensor shall be used to compensate both the pressure and velocity measurements for the fluid temperature. The AV Sensor shall meet the following requirements:

1. The AV sensor shall be mounted in the flow. If the level of the flow channel permits, it shall be possible to mount the sensor at 5 o'clock and 7 o'clock positions in order to avoid sediment and debris associated with a dead center 6 o'clock sensor position.

(X) or Deviation(s) _____
Use additional paper if necessary

2. Power to the sensor shall be supplied by the flow logger via the analyzer module.

() or Deviation(s) Power supplied by battery module attached on the stack
Use additional paper if necessary

3. The sensor shall be capable of operating at temperatures ranging from 32° to 140° F.

(X) or Deviation(s) _____
Use additional paper if necessary

4. The sensor cable shall be urethane containing an air tube with desiccant protection for atmospheric venting of the pressure transducer.

(X) or Deviation(s) _____
Use additional paper if necessary

5. Velocity Measurement shall be as follows:

Method: Ultrasonic
Range: -5 to +20 feet per second (bi-directional)
Accuracy: $\pm 2\%$ of reading or within 0.05 fps

(X) or Deviation(s) _____
Use additional paper if necessary

6. Level Measurement shall be as follows:

Method: Submerged pressure transducer
Range: 0 to 30 ft (0 to 9 m)
Accuracy (static): $\pm 0.5\%$ full scale

() or Deviation(s) Zero to 10 feet standard range, optional zero to 30 feet
Use additional paper if necessary

2.04 ULTRASONIC SENSOR

The ultrasonic level sensor shall be an in-pipe, look down sensor to be used as a back-up instrument to measure fluid depth. The ultrasonic sensor shall meet the following requirements:

1. The sensor shall measure level using ultrasonic technology and shall be available in both down looking and in-pipe configurations.

(X) or Deviation(s) _____
Use additional paper if necessary

2. The sensor shall have an operating temperature range of 32° to 140° F.

() or Deviation(s) 32 degrees to 122 degrees F
Use additional paper if necessary

3. The sensor shall have a range (sensor to liquid) 0.5 to 96 inches

(X) or Deviation(s) _____
Use additional paper if necessary

4. Accuracy: ± 0.1 ft full scale

() or Deviations (s) +/- 0.001 feet from .003 to 10 feet

2.05 ANALYZER MODULE

The analyzer shall perform analysis on the signals generated by the AV sensor(s) and shall meet the following requirements:

1. Flow shall be calculated based on the Continuity Equation ($Q=V \times A$), where Q= flow, V= average velocity and A=area.

(X) or Deviation(s) _____
Use additional paper if necessary

2. The analyzer shall correct the average velocity measurement (V) for changes in temperature of the liquid measured by the temperature sensor.

(X) or Deviation(s) _____
Use additional paper if necessary

3. The analyzer shall calculate area of liquid flowing in the conduit using depth information obtained from the AV sensor and user input geometry of the conduit.

(X) or Deviation(s) _____
Use additional paper if necessary

4. The analyzer shall incorporate advanced tools and settings to customize the digital processing and facilitate collection of useful flow data in difficult sites.

(X) or Deviation(s) _____
Use additional paper if necessary

5. Graphs and diagnostic parameters shall be available for validating measurement quality.

(X) or Deviation(s) _____
Use additional paper if necessary

2.06 RAIN GAUGE / LOGGER

The rain gauge shall be built to National Weather Service standards, with a tipping bucket mechanism to accurately measure rainfall in 0.01-inch increments. Rain passes through a screen and funnel into a bucket, which tips with each 0.01-inches of water. With each tip, a magnetic proximity switch makes contact, and an internal logger records the number of tips. The rain gauge shall meet the following requirements:

1. The rain gauge shall include a stainless steel funnel screen to prevent plugging from wind blown debris. The funnel assembly shall be removable for easy cleaning.

(☒) or Deviation(s) _____
Use additional paper if necessary

2. The gauge shall be equipped with a bubble level to aid in leveling the equipment during setup.

(☒) or Deviation(s) _____
Use additional paper if necessary

3. The gauge shall have a heavy duty base plate that allows for secure anchoring.

(☒) or Deviation(s) _____
Use additional paper if necessary

4. Rainfall shall be recorded in user selectable time intervals of 1, 2, 3, 5, or 10 minutes.

(☒) or Deviation(s) _____
Use additional paper if necessary

5. The logger data storage capacity shall be over 10,000 readings.

(☒) or Deviation(s) _____
Use additional paper if necessary

6. The rain logger shall have a DC batter with a typical lifespan of 6 months, and be equipped with a LED battery life indicator.

Logger uses battery module with more than one year of battery life but
() or Deviation(s) no LED battery life indicator _____
Use additional paper if necessary

7. The logger shall be able to communicate to a computer via RS232 connection.

(☒) or Deviation(s) _____
Use additional paper if necessary

2.07 WARRANTY

All equipment is covered by a two-year factory warranty from the date of shipment.

(X) or Deviation(s) _____
Use additional paper if necessary

2.08 SOFTWARE

The flow meter and rain gauge manufacturer shall provide software for programming, data management, and instrument communications, along with all user licenses, accessibility, and training needed by the Owner. The software shall meet the following requirements:

1. Software shall include drivers specific for the loggers and sensors.

(X) or Deviation(s) _____
Use additional paper if necessary

2. Software shall be capable of producing reports using the raw data from the instruments that can be viewed, adjusted, and printed. Reports shall consist of chart, text and scatter plot formats.

(X) or Deviation(s) _____
Use additional paper if necessary

3. Software shall be capable of adjusting raw data to change incorrect values.

(X) or Deviation(s) _____
Use additional paper if necessary

4. Data shall be able to be saved in a .txt or .csv file format for use in common applications such as Microsoft® Excel® spreadsheet software.

(X) or Deviation(s) _____
Use additional paper if necessary

2.09 WEB-BASED SOFTWARE

The web-based software shall be provided for programming, alarming and wireless data retrieval. The web-based software shall meet the following requirements:

1. A master account administrator shall be able to define user read/write permissions and view user login and user action reports to monitor changes made to site programs.

(X) or Deviation(s) _____
Use additional paper if necessary

2. The master account administrator shall be able to perform the same program changes as would be possible by connecting a PC directly to the logger with a communications cable.

(X) or Deviation(s) _____
Use additional paper if necessary

3. The web-based software shall allow for the user to view and download raw data.

(X) or Deviation(s) _____
Use additional paper if necessary

4. The software shall indicate sites in alarm condition in either a map view or list view (user-selectable).

(X) or Deviation(s) _____
Use additional paper if necessary

5. The user shall be able to create reports for custom time periods with the data displayed in tabular, graph, or scatter plot format.

(X) or Deviation(s) _____
Use additional paper if necessary

6. The master account administrator shall be able to define user read/write permissions and view user login and user action reports to monitor changes made to site programs.

(X) or Deviation(s) _____
Use additional paper if necessary

7. Data shall be actively pushed from the logger to the server every 15 minutes to ensure that the viewer is viewing the most current data.

(X) or Deviation(s) _____
Use additional paper if necessary

8. Channel alarms may be created for any logged channel and send an email or a text message (SMS). The user shall be able to enter up to five email addresses and up to five cellular phone addresses (for SMS text) for alarm messages. It shall be selectable to choose direct SMS or emails from logger AND/OR from server.

(X) or Deviation(s) _____
Use additional paper if necessary

9. The host server shall be secure and designed for 99.99% uptime. The host server shall perform full back ups weekly and incremental backups daily. The server shall reside

in an air conditioned data center with redundant hard drives and generator-backed power.

(X) or Deviation(s) _____
Use additional paper if necessary

2.10 MANUFACTURERS

The Owner believes the following manufacturers are capable of producing equipment and products, which will satisfy the requirements of this Section. This statement, however, shall not be construed as an endorsement of a particular manufacturer's product, nor shall it be construed that a named manufacturer's standard product will comply with the requirements of this Section. Candidate manufacturers include Hach Company and ADS Environmental Services, or approved equal.

(_____) or Deviation(s) Teledyne ISCO 2150-2110 system + FL Pro
Use additional paper if necessary

PART 3 - EXECUTION

3.01 MOUNTING AND INSTALLATION

1. The flow logger shall be compatible with hardware capable of mounting to a fixed post or railing, attaching to a ladder rung, or suspended using cables or bars bolted directly inside a manhole.

(X) or Deviation(s) _____
Use additional paper if necessary

2. The AV sensor shall be mounted directly in the flow by using either a mounting band or mounting plate. The sensor mounting bands shall be designed for easy insertion and retraction of the sensor. If the level of the flow channel permits, it shall be possible to mount the sensor at 5 o'clock and 7 o'clock positions in order to avoid sediment and debris associated with a dead center 6 o'clock sensor position.

(X) or Deviation(s) _____
Use additional paper if necessary

3. The ultrasonic sensor shall be mounted in a corrosion resistant bracket or mounting frame above the flow. In-pipe sensors shall be mounted in a stainless steel mounting bracket that is fixable to either a spring or scissor mounting band.

(X) or Deviation(s) _____
Use additional paper if necessary

3.02 CALIBRATION

Calibration shall be done in strict accordance with manufacturer's requirements, and at minimum intervals set by the Owner.

(X) or Deviation(s) _____
Use additional paper if necessary

3.03 MAINTENANCE

All maintenance shall be done in accordance with the manufacturer's requirements, and at intervals required by the Owner. Maintenance includes, but not limited to, cleaning the sensors and equipment, replacing batteries, replacing desiccant when batteries are changed, replacing the hydrophobic filter in the desiccant cartridge, examination of the cables and cable connectors, sensor calibration, testing communication equipment, etc.

(X) or Deviation(s) _____
Use additional paper if necessary

****END OF SECTION****

EXHIBIT B
COMPENSATION

City of Columbia
CIP# SS7306
Wastewater Collection Flow Monitoring Services

The work to be performed for providing permanent and temporary flow monitoring services for the wastewater collection services 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 \$184,560. Table 1 summarizes the estimated cost for the project. Permanent monitoring is for a 6-month period, and temporary monitoring is for a 3-month period.

Table 1
Fee Summary

Task	Subtask Description	Monthly Unit Cost	Qty	Total
1	Permanent flow monitor site selection and installation	\$840	0	\$0
2	Monthly monitoring and maintenance of permanent flow monitoring sites	\$530	17	\$54,060
3	Rain gauge installation and removal	\$445	0	\$0
4	Monthly monitoring and maintenance of permanent rain gauge sites	\$200	14	\$16,800
5	Temporary flow monitor site selection and installation	\$1,295	24	\$31,080
6	Temporary flow monitoring maintenance	\$1,020	27	\$82,620
Total				184,560

EXHIBIT C

PROJECT SCHEDULE

**City of Columbia
CIP# SS7306
Wastewater Collection Flow Monitoring Services**

The schedule below summarizes the major milestones for permanent and temporary flow monitoring services for the wastewater collection services. At a minimum, monthly maintenance and reporting will be conducted.

<u>Milestone Description</u>	<u>Estimated Date</u>
NTP	Feb. 1, 2019
End of Monitoring	June 30, 2019

Invoicing Procedure: Exhibit D

1. The City's Project Manager or his/her designee must review all invoices prior to payment.
2. The Contractor's invoice must contain sufficient detail by task and resource and should be easily traceable to the work completed on the project schedule. Descriptions used in the project schedule shall match those descriptions contained in the Engineer's invoice.
3. The work completed on the Contractor's project schedule must be the basis for full or a percentage of payment for work completed on the Contractor's invoice.
4. The Contractor will not request payment for taxes on Professional Services, labor or installation fees.
5. The Contractor will not invoice, or request payment for any equipment or services that may be specified in this Agreement prior to the delivery of said equipment or performance of said services.
6. The Contractor shall adhere to an agreed-upon delivery schedule for equipment and/or services. This is to ensure that the City does not pay for the advanced delivery of equipment that was not approved for delivery and/or have to warehouse or make space for unanticipated equipment deliveries. Exceptions to this requirement must be approved by the City's designated Project Manager and Purchasing Agent in writing.
7. All invoices shall include a valid Purchase Order number on the bill. If an approved emergency purchases are required for any reason before a purchase order number is available, a copy of the emergency request for purchase should accompany the Engineer's invoice.
8. The Contractor shall name a representative that will be responsible for reviewing all invoicing concerns that the City may have regarding this project.
9. The Contractor shall submit receipts for all actual expenses.
10. Travel expenses including airfare and car rental shall be invoiced at cost, without markup and with approved documentation (Note: This section does not apply to travel within the Columbia region for work being performed for the Agreement. It pertains to approved travel to and from Columbia if necessary to fulfill the terms of the Agreement.). Travel expenses apply only if applicable and approved by the City.
11. Lodging shall be invoiced up to the per diem rate according to the General Services Administration (GSA) rates established at www.gsa.gov, based on the date of travel. Lodging expenses apply only if applicable and approved by the City.
12. Field documents and other equipment/supplies shall be invoiced at cost only, with no markup, and the invoice must be submitted with approved documentation (packing slip/vendor invoice).
13. Other required non-labor expenses that may be applicable to the project and pre-approved by the City's designated Project Manager shall be invoiced at cost only, with no markup, and the invoice must be submitted with approved documentation (packing slip/vendor invoice).
14. Each invoice/payment request shall identify the percentage and dollar amount that will be paid to the Subcontractor and/or vendor for work performed and materials/products furnished. If required, the Contractor shall submit supporting documentation as required by the designated point of contact to support the amount being invoiced.

Woolpert, Inc.
Wastewater Collection Flow Monitoring Services – SS7306
Exhibit D
Page 2 of 2

15. The Contractor shall provide the names of the Subcontractors and/or vendors and a description of the work performed in the invoice/request for payment. The Contractor shall also provide a breakdown of the supplies and materials being billed by each Subcontractor and/or vendor and the dollar amount to be reimbursed by the City.



We Are Columbia

MEETING DATE: February 19, 2019

DEPARTMENT: Procurement and Contracts

FROM: *Sandra Wright, Purchasing Agent*

SUBJECT: Council is asked to approve an Engineering Services Agreement for Project SD8443; Sumter & Marion Bioretention, as requested by Columbia Water. Award to Goodwyn, Mills, & Cawood in the amount of \$295,850.00. This firm is located in Columbia, SC.

PURPOSE: This is a Mentor Protégé Program Project. Goodwyn, Mills & Cawood, Inc. of Columbia, SC is the Mentor and will provide technical consulting support, evaluate the topography along the identified routes, design stormwater bioretention facilities to capture and treat stormwater runoff, coordinate the design, and perform engineering and design services at 74.9% (\$221,600.00) of the contract value. Chao & Associates a DBE of Columbia, SC is the Protégé and will assist in project management and provide field-run survey for initial project data collection and record drawing preparation at 25.1% (\$74,250.00) of the contract value.

REQUISITION NO.: R194707

FUNDING SOURCE AND ORIGINAL BUDGET AMOUNT: Funding Source: 5549999-SD8443-658650 - The original budget amount is \$295,850.00.

ORIGINAL BUDGET: \$295,850.00

BUSINESS PROGRAM: Mentor Protege Program

CLEAN WATER 2020?: No

STRATEGIC GOALS: Provide high quality municipal services

The above referenced Agreement is to compensate the Consultant for providing technical support for Sumter & Marion Bioretention Bumpouts Project. The service being provided will encompass the following:

Task 100- Evaluation and Design Phase Administration

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

Task 300- Survey and Utility Mapping

Task 400- Geotechnical Investigation

Task 500- Final Design

Task 600- Permits and Property

Task 700- Bidding and Award

Task 800- Engineering Services During Construction

Task 1000- Additional Services

Services to be performed will impact City Council District 2. The Office of the City Attorney has reviewed the Agreement and The ACM for Columbia Water and the Director of Utility Operations recommend its approval.

ATTACHMENTS:

- **#a:** GoodwynMillsCawood.2019.
SumterandMarionBioretentionBumpouts.SD8443.agr (PDF)
- **#b:** SD8443 Location Map (PDF)

Goodwyn, Mills & Cawood, Inc.
Sumter and Marion Bioretention Bumpouts SD8443



AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is being awarded under procurement method RFQ 004-17-18-SL Stormwater Professional Services.

1. **PURPOSE** – This Agreement is entered into as of the date of the last signature affixed hereto, by and between the City of Columbia, South Carolina (hereinafter referred to as the "City") and Goodwyn, Mills & Cawood, Inc., (hereinafter referred to as the "Consultant"), to evaluate improvements, provide technical consulting support, evaluate the topography along the identified routes, design stormwater bioretention facilities to capture and treat stormwater runoff, coordinate the design, and perform engineering and design services. for the City of Columbia, SC.

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

2. **SCOPE OF SERVICES** – Upon written notification by the City to proceed, the Consultant shall provide the scope of services more fully described in Exhibit A, attached hereto. The Consultant shall perform any and all incidental services not specifically set forth in Exhibit A, which are necessary to fully complete the scope of services described in Exhibit A.
3. **SUPPLEMENTAL OR ADDITIONAL SERVICES** – The City may require supplemental or additional services of the Consultant or recommended by the Consultant and approved by the City in writing.

The Consultant must obtain written approval from the City for any supplemental or additional services prior to the work being performed. If the Consultant fails to

Goodwyn, Mills & Cawood, Inc.
Sumter and Marion Bioretention Bumpouts SD8443

obtain prior written approval to perform the work, the City is under no obligation to compensate the Consultant for services performed.

4. **TERM OF AGREEMENT** – The term of the Agreement is the date of the execution of this *Award* or a *Notice to Proceed* for an initial term of 13 months, or at such time total compensation provided for herein is reached, whichever is later.

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

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

6. **COMPENSATION** – (See Exhibit B)

A. The total compensation to be paid by the City to the Consultant under this Agreement shall not exceed Two Hundred Ninety-Five Thousand, Eight Hundred Fifty Dollars and No/100 (\$295,850.00).

B. The Engineer shall submit invoices no more frequently than monthly for services rendered during each phase of the Project. Each invoice submitted must describe the services for which payment is requested, show payment calculations and specify the person(s) rendering such service(s). Engineer must invoice monthly regardless of work being completed during that period. If no work is completed, a zero balance invoice should be submitted. **Each invoice must also clearly identify any portion of the fee invoiced for subcontracted services, including any such services that are specified**

Goodwyn, Mills & Cawood, Inc.
Sumter and Marion Bioretention Bumpouts SD8443

in the Summary of Proposed Subconsultants shown on Exhibit D hereto.

Each invoice shall bear the signature of the Engineer, whose signature shall certify that the information contained in the invoice is true and accurate and that the invoice amount is currently due and owing. The City will not pay interest or penalty on any past due amount.

C. Invoicing Procedure: See Exhibit F

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

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

1. The Consultant is required to pay all Subconsultants and material suppliers for all work that the Subconsultant has satisfactorily completed, no later than twenty (20) calendar days after the Consultant has received payment from the City.
2. In addition, all retainage amounts received from the City by the Consultant must be paid by the Consultant to the Subconsultant no later than fourteen (14) calendar days after the Subconsultant has, in the opinion of the Assistant City Engineer for Construction or his/her designee, satisfactorily completed its portion of the Work.
3. A delay in or postponement of payment to the Subconsultant or material supplier requires good cause and prior written approval of the City's Assistant City Engineer for Construction or his/her designee.
4. The Consultant is required to include, in each Subcontract, a clause requiring the use of appropriate arbitration mechanisms or other method to resolve all payment disputes.

Goodwyn, Mills & Cawood, Inc.
Sumter and Marion Bioretention Bumpouts SD8443

5. The City will not pay the Consultant for subsequent work performed unless and until the Consultant ensures that the Subconsultants have been promptly paid for the work they have performed under all previous payment requests, as evidenced by the filing of City lien waivers, canceled checks (if requested), and the Consultant's sworn statement that it has complied with the prompt payment requirements. The Consultant must submit a Prompt Payment Affidavit, Subconsultant list that identifies each Subconsultant (both Disadvantaged Business Enterprises (DBEs) and non-DBEs) including Subcontract values and the date and amount of the last payment to such Subconsultant(s). That documentation must be provided with every payment request submitted to the City, except for the first payment request.
6. Failure to comply with these prompt payment requirements is a breach of this Agreement. The City reserves the right to pursue any and all remedies permitted under law for breach of contract, including, but not limited to, Consultant debarment.

E. Affirmative Action Procurement and Contracting Goals:

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

Additional information on the City's affirmative action goals and objectives may be obtained by contacting the following office: City of Columbia Office

Goodwyn, Mills & Cawood, Inc.
Sumter and Marion Bioretention Bumpouts SD8443

of Business Opportunities, 1225 Lady Street, Suite 102, Columbia, SC 29201,
(803) 545-3950.

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

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

F. Subcontracting Goals

Under this Agreement, the subcontracting goals are as follows:

SB Goals	_____ %
MBE	<u>25.10</u> %
WBE	_____ %
LSA	_____ %

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

7. **MENTOR-PROTÉGÉ PROGRAM** (<http://www.columbiasc.net/business-outreach/>)

The City of Columbia encourages, where economically feasible, establishment of mentor-protégé relationships to ensure contracting opportunities for all businesses, including minority / women / small business enterprises. The Mentor-Protégé

Goodwyn, Mills & Cawood, Inc.
Sumter and Marion Bioretention Bumpouts SD8443

Program (MPP) helps develop private sector business relationships and enhances the contracting capabilities of minority-owned business enterprises (MBE), women-owned business enterprises (WBE), and small business enterprises (SBE). In order to provide opportunities for growth and to encourage hands-on business relationships, certain capital improvement projects may be designated by the City of Columbia as Mentor-Protégé Program projects. The City of Columbia has determined that participation in the City's Mentor-Protégé Program is required for this project. The MPP goals for this requirement are 25.10%.

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

8. **INDEMNIFICATION & INSURANCE**

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

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

Goodwyn, Mills & Cawood, Inc.
Sumter and Marion Bioretention Bumpouts SD8443

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

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

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

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

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

Goodwyn, Mills & Cawood, Inc.
Sumter and Marion Bioretention Bumpouts SD8443

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

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

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

9. **PERMITS & LICENSES**

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

Goodwyn, Mills & Cawood, Inc.
Sumter and Marion Bioretention Bumpouts SD8443

- B. The Consultant shall be responsible for identifying the necessity for and providing any applications and supporting documentation to the City for any approvals and/or permits required of the City in order for the Consultant to perform the services required under this Agreement. Such approvals and/or permits may include, but not be limited to, South Carolina Department of Health and Environmental Control (SCDHEC) Construction Permits, SCDHEC Stormwater Management for Construction Sites Permits, SCDHEC Water Resources Permits, Corps of Engineers Permits, City/County/ South Carolina Department of Health and Environmental Control (SCDOT) Encroachment Permits, encroachment permits for other utility rights-of-way and railroad right-of-way encroachment permits/agreements. The City shall obtain the approvals and/or permits identified by the Consultant and pay any costs relating to same.
 - C. The Consultant shall answer questions and consult with the City and/or appropriate authorities as necessary to assist the City's efforts in obtaining required permits/approvals.
 - D. The Consultant shall procure a City of Columbia business license while performing services under this Agreement.
10. **DUTIES UPON TERMINATION** – At termination of this Agreement, the Consultant shall immediately provide the City with all records and data in any format the Consultant is capable of producing and at no cost to the City, which were generated, created or received by the Consultant in performance of the services required by this Agreement or as the City may deem necessary to perform the required services by the City or the Consultant's successor. All records shall be free from any proprietary claims or interest. The Consultant agrees to fully cooperate with the City and any successor to ensure an effective transition to continuously provide the required services.

Goodwyn, Mills & Cawood, Inc.
Sumter and Marion Bioretention Bumpouts SD8443

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

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

12. **TERMINATION OF AGREEMENT** – The City may terminate this Agreement at any time upon any of the following grounds:
- A. Failure by the City to appropriate funds for the performance of any of the services required in this Agreement in any annual budget;
 - B. The Consultant fails to perform any of the services required in this Agreement and does not correct such deficiency within fifteen (15) days after being notified by the City of such deficiency;
 - C. Force Majeure;
 - D. The City, at its sole option and discretion, has the right to terminate this Agreement for any reason whatsoever. A termination for default under this Agreement, if wrongfully made, shall be treated as a termination for convenience under this clause;

Goodwyn, Mills & Cawood, Inc.
Sumter and Marion Bioretention Bumpouts SD8443

- E. Upon expiration of the term of this Agreement; and
- F. By mutual agreement.

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

- 13. **OWNERSHIP OF PROJECT** - All data, documents or other information of any description generated by or used by the Consultant or any Subconsultant retained by the Consultant and related to the services required by this Agreement shall be the property of the City and shall not be used by the Consultant for any purpose whatsoever except to perform the services required by this Agreement.
- 14. **OWNERSHIP OF PROJECT DOCUMENTS** - All data, documents or other information of any description generated by or used by the Consultant or any Subconsultant retained by the Consultant and related to the services required by this Agreement shall be the property of the City and shall not be used by the Consultant for any purpose whatsoever except to perform the services required by this Agreement.
- 15. **NOTICE** - All notices and communications in connection with this Agreement will be addressed to the following:

Goodwyn, Mills & Cawood, Inc.
Sumter and Marion Bioretention Bumpouts SD8443

City of Columbia

Name: Department of Procurement & Contracts
Address: 1800 Main Street, Second Floor
Columbia, SC 29201
Phone: (803) 545-3470
Fax: N/A
Email: procurement@columbiasc.gov

Goodwyn, Mills & Cawood, Inc.

Name: David Harding
Title: Project Manager
Address: 1219 Wayne Street
Columbia, SC 29201
Phone: 864-527-0460
Fax: N/A
Email:

16. **CONSENT DECREE** N/A

- A. The services performed by the Consultant pursuant to this Agreement are required in whole or in part to satisfy the terms of the Consent Decree entered by the United 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.
- 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").

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Upon the Consultant's performance of all services required under this Agreement, the Consultant shall provide the City with all Preserved Documents. In addition to the requirements above, the Consultant shall provide the City with all Preserved Documents upon termination of this Agreement.

- C. Upon the occurrence of a force majeure event as defined in Paragraph 55 of the Consent Decree, the Consultant shall provide notice to the City's Director of Utilities and Engineering in person, by phone, or by electronic mail within twenty-four (24) hours of when the Consultant first knew or should have known that the event might cause a delay. Within three (3) days thereafter, the Consultant shall provide written notice in accordance with Section XII above to include the following information: an explanation and description of the reasons for the delay; the anticipated duration of the delay; all actions taken or to be taken in an effort to prevent or minimize the delay; a schedule for implementation of any measures to be taken in an effort to prevent or mitigate the delay or the effect of the delay; and the Consultant's rationale for attributing such delay to a force majeure event. The Consultant shall include with any notice all available documentation supporting the claim that the delay was attributable to a force majeure event.
- D. The Consultant shall reimburse the City the amount of any stipulated penalties imposed on the City pursuant to Paragraph 47 of the Consent Decree if the Consultant neglects, fails, or refuses to meet the deadlines set forth in Exhibit C attached hereto. The Consultant agrees that any failure to meet such deadlines will result in the City's failure to meet the deadlines set forth in the Consent Decree except in the event of force majeure notice by the Consultant that results in the extension of said deadline by the U.S. Environmental Protection Agency under the Consent Decree. The City reserves all other remedies available for the Consultant's failure to perform pursuant to the Agreement.

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

17. MISCELLANEOUS

- A. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and the Consultant.
- B. The Consultant shall be responsible for performance of all services required by this Agreement. The Consultant does not act as the City's agent or employee.
- C. The Consultant will not assign or sublet its obligations to perform the services required by this Agreement without the written consent of the City. The Consultant shall be as fully responsible to the City for the acts and omission of its Subconsultants, as it is for the acts and omissions of persons directly employed by the Consultant.

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

- D. In the event there are any disagreements between the City and the Consultant with regard to any of the requirements, specifications or interpretation of this Agreement, the Consultant agrees to defer to the reasonable interpretations of the City as, from time to time, may be made by the City. Ambiguities in the terms of this Agreement, if any, shall not be construed against the City.
- E. This Agreement shall be construed in accordance with the laws and City of Columbia Code of Ordinances and those of the State of South Carolina. The Consultant agrees to subject itself to the jurisdiction and venue of the courts of Richland or Lexington County, State of South Carolina as to all matters and

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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 services under this Agreement, the Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation or national origin. The Consultant shall take affirmative action to ensure equal employment opportunities for all applicants for employment, without regard to their race, creed, color, religion, ancestry, sex, sexual orientation, national origin, disability or other handicap, age, marital status, or status with regard to public assistance. Such action shall include, but not be limited to, the following: employment, promotion, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for

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training, including apprenticeship. The Consultant shall post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. The Consultant will incorporate these nondiscrimination requirements in all subcontracts for work under this Agreement.

- L. This Agreement shall be binding upon the respondent and upon its successors and assignees. This Agreement shall be binding upon the City in accordance with its terms and provisions.
- M. All of the reports, information, data, records or documents of any kind, prepared or assembled by the Consultant under this Agreement are matters of public record, but that the Consultant agrees that they shall only be made available to any individual or organization by the City and the Consultant shall not make them available to any individual or organization without the prior written approval of the City.
- N. Every exhibit, schedule and appendix attached to this Agreement and referred to herein is hereby incorporated into this Agreement by reference unless this Agreement expressly provides otherwise. This Agreement, exhibits and other documents include, but are not limited to the Conflict of Interest Statement, Non-collusion Affidavit, Business Information Record for Subconsultants /Subcontractors, Local Business Enterprise, and Mentor Protégé Implementation forms are incorporated by reference in this Agreement and set forth the entire understanding between the parties hereto regarding the subject matter hereof.

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

CITY OF COLUMBIA, SOUTH CAROLINA

Witness

Teresa Wilson, City Manager

Date: _____

Goodwyn, Mills & Cawood

Print: Name/Title

Signature

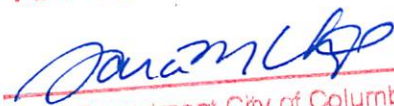
Date: _____

Recommended by:

Dana Higgins, P.E., LEED AP Director of Engineering

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

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

APPROVED AS TO FORM


Legal Department City of Columbia, SC

**Goodwyn, Mills & Cawood, Inc.
Sumter and Marion Bioretention Bumpouts SD8443**

EXHIBIT A

SCOPE OF SERVICES

**City of Columbia
CIP # SD8443
Sumter and Marion Bioretention Bumpouts**

The services performed as a part of this Scope of Service include providing technical consulting support to the City of Columbia (CITY). The City of Columbia is aware of backwater flooding within the Smith Branch watershed due to the likelihood of undersized stormwater infrastructure and high impervious area. In order to reduce the overall impervious area and promote groundwater infiltration of stormwater, low impact development (LID) design techniques have been recommended to be installed within the Smith Branch watershed. The proposed scope of work includes but is not limited to the following items:

- Review the Smith Branch watershed masterplan developed by McCormick & Taylor
- Develop construction documents and stormwater design files for the installation of bioretention bumpouts along Sumter Street and Marion Avenue

The purpose of this project is to evaluate the topography along the identified routes, design stormwater bioretention facilities to capture and treat stormwater runoff, coordinate the design with the SCDOT/City of Columbia for portions within their roadways, and perform engineering and design services for permitting, bidding, and construction services.

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

- Engineering Design and Permitting
- Utility Coordination
- Bidding Phase Support
- Engineering Services During Construction

Consultant will also be participating in the City of Columbia's Mentor Protégé Program as part of this project, utilizing Chao and Associates, Inc. as our Protégé.

TASK 100 – Evaluation and Design Phase Administration

110 General Project Administration

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

- Participate in design review and construction progress meetings with the City as outlined.
- Provide monthly invoicing and schedule updates pertaining to Consultant's portion of the work to the City. Provide a detailed project schedule within one week of execution of the Contract.
- Plan and perform project quality control and quality assurance.
- Project Administration will terminate at the completion of Task 800.
- Provide monthly progress reports.
- Consultant will invoice monthly and include amounts invoiced by sub-consultants in accordance with the City's invoicing procedures.

120 Coordination Meetings

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

- Kickoff meeting
- Monthly Progress meetings with CITY's Project Manager for duration of project through construction. This is assumed to be 12 months for 12 meetings.
- Task item 270 – 30% total project review meeting
- Task item 570 - 60% and 90% design review meetings – Two (2) meetings total.
- One (1) pre-bid meeting in Task item 710.

130 Project Management & Coordination with the CITY

- Consultant will communicate with the CITY through a single point of contact, Consultant's Project Manager.
- Consultant will utilize SharePoint (or other available software as determined by the city) provided by the CITY to share and file documentation of project progress, data, decisions, deliverables, design and management of the project.
- Consultant will adhere to and update schedule as shown in Attachment C.
- Consultant will conduct coordination meetings as outlined in Task 120 of this agreement.

140 Public Outreach

- It is assumed there will be two public meetings by the CITY for this project.

150 Mentor-Protégé Program

Consultant and Chao and Associates, Inc. will provide the following in compliance with the City of Columbia's Mentor-Protégé Program:

- Consultant will continue the existing Mentor-Protégé Agreement with Chao and Associates, Inc.
- Consultant will update the existing Mentor-Protégé Business Plan per the "City of Columbia Mentor-Protégé Program Guidelines".
- The updated Mentor-Protégé Project Scope and Mentor-Protégé Business and Implementation Plans will be presented to the City of Columbia for approval.
- Schedule and attend all quarterly developmental meetings.
- Comply with deadlines for furnishing information required under the Mentor-Protégé Program.
- Document and maintain copies of communications between the Mentor and the Protégé.
- Prepare and submit a quarterly report form to the City of Columbia's Office of Business Opportunities.

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

210 General Data Collection, Field Recon and Coordination

- CITY anticipates negotiation and execution of a Memorandum of Agreement (MOA) with the SCDOT on this project and CITY will seek the Consultant's input on this document.
- Consultant will coordinate with the CITY & SCDOT design staff to obtain an understanding of the design requirements.
- Consultant will obtain county tax map records for identifying property potentially affected by the project.
- Consultant will utilize GIS information and field-run survey (see Task 300) for a basis of design.
- Consultant will contact utility owners within affected areas to determine scope of required utility relocations. (For this scope this is assumed to be a minor effort.)

220 Alternative Analysis

- Upon completion of Task 210, Consultant will conduct a hydrologic and hydraulic analysis of the existing stormwater network along both Sumter and Marion Streets to the combined network confluence along Wallace Street just north of Elmwood Avenue to determine current capacity. The consultant will need digital modeling data from the City (from McCormick Taylor's original analysis) to conduct this analysis. Planned bioretention systems will be included in the model to determine if the 10-year design storm can be safely passed. If the stormwater network is not adequately designed for a 10-year design storm, design data will be provided to update the stormwater network to handle the 10-year design storm.

- The Consultant will also conduct analysis to determine if adding bioretention systems along side streets between Sumter & Marion (i.e. Calhoun, Richland, and Laurel Streets) is feasible and advantageous. This analysis will include an estimated cost and volume of water quality event treated.

230 Preliminary Agency Coordination and Meetings

- Upon selection of final design, Consultant will contact known regulatory agencies that may have jurisdiction in the project area to coordinate any permitting and notification actions required.

240 Preliminary Utility Coordination and Meetings

- Consultant will contact all known utilities located in the project construction area to coordinate any easements, encroachments, relocates, and design considerations to be addressed.
- Consultant will provide utility coordination for the project and provide utility mapping for the proposed improvements.

250 Establishing Design Criteria

- Decision factors for the proposed design analysis will be developed by the Consultant and reviewed by the CITY. Possible evaluation factors include; cost, constructability, maintenance, public impact, property, permitting, utility conflicts, and other relevant factors as to provide recommendations for the most economical and reliable long-term solution.
- The statewide bioretention design criteria and guidance in South Carolina was produced in 2005 – “South Carolina DHEC Storm Water Management BMP Field Manual.” The City of Columbia has a more recent local design manual that was prepared in 2014 – “City of Columbia BMP Design Manual.” The bioretention design guidance in the local Columbia design manual references the Georgia Stormwater Management Manual (GSMM). The GSMM was updated in 2016, and it included substantial updates to its bioretention design guidance, which are not reflected in Columbia’s guidance. The Consultant will research and investigate more recent bioretention design guidance from neighboring states to determine the most updated and appropriate design criteria for this project.
- The Consultant will research and investigate appropriate media depth, surface ponding depth criteria, and underdrain configuration to optimize the design, cost, treatment capabilities, and long-term maintenance of these systems.
- Consultant will design the new stormwater facilities in accordance with SCDHEC regulations, the CITY standards, permitting requirements, and standard civil engineering practices.

260 Opinion of Probable Construction Cost and Schedule

- The Consultant will prepare planning level opinion of probable construction cost and update the project schedule.

270 Preliminary Design Reviews

- Consultant will prepare a report of findings and recommendations for review by the CITY. This submittal will be considered the 30% overall project completion review.

280 Preliminary Alternative Analysis, Prior Rights Assessment, and Engineering Report

- N/A

TASK 300 – Survey and Utility Mapping

Field-run survey shall be conducted in support of Task 200 and the preparation of construction plans and final design documents.

310 Field Survey

- Consultant shall coordinate with CITY to send survey notification letters. Consultant to provide addresses and property owners.
- All surveying shall be in accordance with current South Carolina surveying standards and conducted using conventional, GPS, or other accepted methods.
- Horizontal datum shall be: SC State Plane Coordinates NAD83
- Vertical datum shall be: NAVD 88
- The Consultant's surveyor will complete field surveying along the identified area. All relevant visual or physical features along the route will be surveyed including significant or "specimen" trees 12 inches and larger, rock outcroppings, structures, geotechnical bore locations, etc. and will make detailed records for inclusion in field survey files.
- Locate both horizontally and vertically (where appropriate) within the identified areas all exposed structures, land features, property corners (as required), marked utilities, etc., such as, but not limited to, location of paved roads and driveways (w/type identified); stormwater culverts (w/ size, invert, pipe material identified) and any headwalls or inlet/junction boxes (w/size and invert elevations identified); stormwater ditches (w/top and bottom of banks

identified); power poles and guy wires (w/connection of overhead power lines to adjacent poles); electric boxes; gas valves and meters; water valves, meters, and fire hydrants; exposed pipes (w/type, diameter, and material identified); cable boxes; telephone pedestals; mailboxes; fences; signage (street name, traffic, etc.); tree and brush lines; all trees of sufficient size that require protection according to applicable sections of Richland County's current tree ordinance (with identification of size and type); and any other miscellaneous aboveground structure or feature.

- All underground utilities as identified and marked in the field by the local utility locating service or the Consultant's Subsurface Utility Engineering sub-consultant shall be located by the survey. This shall include, but not be limited to, all electric, gas, water, cable, stormwater, fiber optics, and telephone service lines. It will be the responsibility of the ENGINEER's surveyor to contact the utility locating service in the appropriate amount of time prior to field surveying, such that all service lines as identified can be properly located. The ENGINEER's surveyor will, at a minimum, contact the Palmetto Utility Protection Service (P.U.P.S.) at 1-800-721-7877 and CITY for field locating all underground utilities.
- All State and County ROWs and any existing obvious and apparent utility easements within the project limits shall be researched through the appropriate entity and identified by the Consultant's surveyor for use during the survey and used for design purposes. This information shall be included in the electronic file and survey drawings.
- Topographic information shall be provided at 1' intervals and spot elevations shall be provided.
- From the survey data, the survey subcontractor shall prepare final AutoCAD 2013 electronic files of the entire survey that accurately locates all horizontal (planimetric) features and contains, on separate layers, all feature labels and all surveyed points with point number, description, and elevation.
- Consultant will coordinate with SCDOT to obtain roadway improvement plans, drainage plans, existing utility information, and proposed relocation plans for other utility facilities.
- Consultant will coordinate with the CITY to obtain existing utility mapping in the project area.
- Consultant will obtain county tax map records for identifying property potentially affected by the project.

- Consultant will obtain SCDOT and CITY maps for road and street right-of-way information for areas outside of the roadway plans as needed.
- Consultant will contact other utilities in the areas outside of the roadway plans as needed that can be determined from field observation for mapping and location information that may impact alignment of the proposed work. (for this scope this is assumed to be a minor effort).
- In addition to the SCDOT roadway construction plans, consultant may utilize existing aerial mapping along with utility mapping, county property maps, and street right-of-way information to determine possible alternatives in a table top project analysis.
- Consultant will work with the CITY to obtain available customer complaint information regarding flooding or erosion.
- Stormwater inventory and structure elevation survey in accordance with City's Stormwater Drainage System Inventory Data Review and Collection Procedures (to be provided by City) for up to two hundred (200) structures.
 - Consultant will conduct a Stormwater Inventory for all visible storm drainage system structures (catch basins, curb inlets, junction boxes, inlets, outfalls, etc.). The stormwater inventory will consist of the following:
 - GPS location for all visible structures.
 - Type of structure.
 - Number and direction of inlet and outlet pipes.
 - Diameter and material of inlet and outlet pipes.
 - Measurement from invert of each inlet/outlet pipe to rim of structure.
 - Condition assessment of structure and connecting pipes, as visible from the surface does not include close circuit video inspection of pipes or entry into confined spaces).
 - Observations regarding sediment build up, trash accumulation, erosion issues, etc.
 - This task assumes that all structures are readily accessible. Consultant will make every effort to identify and inventory all structures, however, should conditions arise that make access to certain structures unsafe or infeasible, Consultant reserves the right to omit inventory of dangerous or inaccessible structures.
 - Consultant will conduct a Structure Elevation Survey for all structures identified in the Stormwater Inventory. Using survey grade equipment, Consultant will collect elevation data for the rim of each structure (or invert for outfalls). Combining the Structure Elevation Survey data with

the Stormwater Inventory data will produce a comprehensive database of the storm drainage network within the project area.

- If necessary, Consultant can provide Closed Circuit TV (CCTV) video inspection services and/or sediment removal via vacuum truck for an additional fee under Task 1100.

320 Property Research and Easement Exhibits

- N/A

330 Utility Mapping

- The Consultant will utilize underground utility information identified in the field by the local utility locating service and identified by the Consultant's surveyor. CITY agrees that consultant may rely upon this information.

340 Geotechnical Survey

- The Consultant will survey the locations of the geotechnical borings in Task 400 for use by the design team.

TASK 400 – Geotechnical Investigation

410 Field Investigation

- CONSULTANT will conduct geotechnical services to determine subsurface soil conditions and infiltration rates along the proposed project routing. Up to five (5) borings will be performed along the preferred routing to determine general soil conditions. This information will be used to design pipe bedding details, evaluate soils for potential dewatering requirements, the capability of soils to be effectively dewatered, estimate rock excavation, and estimate amounts of additional suitable backfill material needed (if any) for the project.
- Split-barrel samples will be taken at each boring. Boring will be backfilled at the end of each day and groundwater level will be monitored before backfilling. Borings within the SCDOT right-of-way will be backfilled with grout. No restoration beyond backfilling bore holes has been anticipated in this scope of work.
- Sub-consultant will obtain SCDOT and City permits required to conduct investigation on public right-of-way. CITY will obtain right of entry and investigation as required on private property.

TASK 500 – Final Design

510 Roadway Coordination (City, Town, County, State, Federal)

- Consultant will contact and meet as necessary with City, County, State and Federal agencies to determine design parameters for construction of the relocated facilities within the roadway rights-of-way.
- Consultant will coordinate final design with the requirements of roadway encroachment permits.

520 Utility Coordination

- Consultant will contact and coordinate with utility owners in the project area to determine impacts on the existing facilities and resolve identified conflicts related to the construction of the new stormwater facilities and/or relocation of existing utilities.

530 Not Used

540 Project Plans and Specifications

- CONSULTANT will prepare drawings and specifications depicting the scope, extent, and character of the materials to be provided and the work to be performed by an installation contractor. One set of contract documents will be provided to the CITY to be used to solicit bids for the construction of the project. The Contract Documents shall consist of and include the following:
 - Detailed plan and profile drawings on 24" x 36" plan sheets, at a maximum of 1"=50'.
 - Relevant features impacting construction as located by the survey.
 - Drainage plans.
 - Sediment & erosion control plans.
 - Design and construction details.
 - Sediment and erosion control details.
 - Relevant environmental features.
 - Traffic control plans.
 - Demolition plans.
 - Specifications coordinated with the CITY'S standard contract documents.
 - Special conditions related to permit requirements.
 - Material specifications including minimum installation requirements.
 - CITY will provide the standard contract, advertisement, general conditions, supplemental conditions, bid form, City procurement program requirements, etc. CONSULTANT will provide the technical specifications, bid quantities, measurement and payment items and special provisions.

- Upon approval of the 100% submittal, CONSULTANT will provide one set of final bid plans, two CD's (one for CITY and one for SCDOT) containing PDF's of the signed and sealed drawings, one sided copy of unbound specifications and final cost estimate in digital format to match the bid tab item list. CITY staff will also require seven full-size hardcopy sets of final plans.

550 Regulatory Agency Coordination

- Consultant will contact and meet as necessary with City, County, State and Federal regulatory agencies to determine design parameters for construction of the new bioretention basin in accordance with regulatory requirements.
- Consultant will coordinate final design to comply with regulatory requirements.
- Potential agencies are:
 - South Carolina Department of Health and Environmental Control
 - City of Columbia – Streets Division
 - City of Columbia - Stormwater
 - South Carolina Department of Transportation
 - Richland County Roads

560 Opinion of Probable Construction Cost and Schedule

- Consultant will submit an opinion of the probable cost for the Project including construction costs, contingencies, and other related items at the 60%, 90% and 100% plan reviews. Since Consultant has no control over the cost of labor, materials, equipment, or the Contractors' methods of determining price or competitive bidding, we cannot and do not guarantee that proposals, bids, or the project construction cost will not vary from the opinion of the probable cost of the Project.

570 Design Reviews

- Consultant will conduct an Internal Technical Review using the Consultant's Quality Management System (QMS) program.
- After each Internal Technical Review, Consultant will provide the CITY copies of plans and specifications for the Project for review and approval at the sixty (60%) percent and ninety (90%) completion milestones. Consultant will meet with the CITY during these milestones to discuss the project and obtain input from the CITY. Following the review, Consultant will make revisions as requested by the City. Documentation of the completed reviews will be provided to the CITY by the Consultant. Following the technical reviews, Consultant will make modifications to the construction documents.

- Upon approval by the City, plans and specifications and any permits obtained will be submitted to the CITY for production during the bidding process.

TASK 600 – Permits and Property

610 Property and Right-of-Way Assistance

- N/A

620 Permits

- Stormwater Permit: The scope assumes a Notice of Intent (NOI) Application for Stormwater Discharges from Construction Activities (sediment and erosion control permit) will be required by the City of Columbia. Upon CITY approval of the ninety (90%) percent completion drawings, Consultant will prepare a Stormwater Pollution Prevention Plan and NOI application for submittal and approval by the City of Columbia/SCDHEC. Consultant will provide required submittal copies and respond to inquiries by the CITY. The CITY is responsible for fees.
- Wetlands Permit: N/A
- Roadway Encroachment Permits: This scope assumes a City of Columbia and /or a SCDOT Encroachment Permit will be required. Upon approval by the CITY of the ninety (90%) percent completion documents, Consultant will submit for review and approval for an Encroachment Permit by the City of Columbia and/or the SCDOT; work with the City of Columbia and assist the CITY in efforts to obtain the necessary permits and /or approvals; and furnish the City of Columbia with the required number of copies of plans and specifications needed for review and final approval. The CITY is responsible for fees (no fees anticipated).
- Railroad Permits: N/A

TASK 700 – Bidding and Award

710 Bidding “in-contract” with Roadway Plans

- N/A

720 Bidding Assistance

- Consultant will provide services during the bidding phase to include attending a pre-bid conference, providing technical interpretation of the bid documents, issuing addenda, assisting with responses to requests for information (RFI's), attending the bid opening.
- It is assumed that the duration of the Bid Period will be forty-five (45) days and that the CITY will be distributing the bid packages. An additional sixty (60) days is assumed from selection of the Contractor to the issuance of the Notice to Proceed.
- While a formal prequalification process is not anticipated, Consultant will work with the CITY to include qualification requirements in the Specifications that will be submitted by the bidders with the bids.

730 Award Recommendation

- Consultant will review bids received and assist CITY in evaluating the bids and recommending award of the contract.

TASK 800 – Engineering Services During Construction

810 General Administration of Construction Contract

- After award of the construction contract, Consultant will assist the CITY with the contract administration and provide periodic observation of the construction work. It is anticipated that the construction period for the stormwater project will be six months. An increase in the construction schedule may require an amendment to authorize additional construction services.
- Consultant will provide general services during construction as described herein. In the performance of its services during the Construction Services, Consultant shall not supervise, direct or have control over Contractor's work nor shall Consultant have authority over or responsibility for the means, methods, techniques, sequences, procedures of construction or safety precautions and programs incident to the work selected by the Contractor's, or for any failure of the Contractor's compliance with laws, rules, regulations, ordinances, codes or orders applicable to Contractor's.
- Administration of Construction Contract: As part of general administration of the construction contract, Consultant will consult with and advise the CITY and act as its representative during the construction period. Consultant will provide contract administration and general services required for the Project, including:

- a) As CITY's representative for the duration of the construction contract, all communications to and from the contractor shall go through Consultant. On behalf of the CITY, Consultant will administer the construction contract, respond to Contractor's correspondence, and issue instructions from the CITY;
- b) Consultant will utilize the SharePoint document control system provided by the CITY. Consultant will maintain a complete document file for the project. Documents to be maintained include, but are not limited to: correspondence, quality control procedures, quality control testing; site inspection records, shop drawing schedule, change orders, scheduling, project meetings, cost and disbursement data, progress reports and other documents pertaining to the construction contract;
- c) Attend a pre-construction meeting and monthly progress meetings that will address critical schedule requirements, payment procedures, emergency procedures, schedule updates, coordination issues, change orders, quality assurance testing approvals, and any other issues related to completion of the project. One (1) pre-construction meeting and six (6) monthly progress meetings have been budgeted. Consultant will submit meeting minutes of these meetings to the CITY.

820 Submittal & Pay Application Review

- Shop Drawing Review: Consultant will review and approve (or take other appropriate action with respect to) Shop Drawings and samples, the results of tests and inspections, and other data that the Contractor is required to submit for conformance with the design concept of the Project and compliance with the information given in the Contract Documents; and receive and review (for general content as required by the Specifications) maintenance and operating schedules and instructions, guarantees, bonds and certificates of inspection which are to be assembled by the Contractor in accordance with the Contract Documents, and transmit them to the CITY with written comments.
- Request for Information (RFI): Consultant will review and respond to Contractor's RFI as they relate to the contract requirements.
- Preparation of Design Clarifications: A necessary part of any construction project is the preparation of design clarifications and other routine supplementary information. This work will be performed by the Consultant and reviewed with the CITY. Consultant will issue necessary interpretations and clarifications of the Contract Documents; have authority, as the CITY's representative, to require special inspection or testing of the work; act as initial interpreter of the requirements of the Contract Documents and judge of

the acceptability of the work thereunder, and make decisions on claims of the CITY and Contractor relating to the acceptability of the work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the work.

- **Testing Results:** Consultant will review testing results of test required by contractor for contract compliance and comment on any results that appear to be out of compliance.
- **Review of Applications for Payment:** Based on on-site observations and review of the applications for payment with the accompanying data and schedules, Consultant will review the amounts payable to Contractor on a monthly basis. Consultant will then forward applications for payment to the CITY for payments due to Contractor.

830 Change Management

- **Change Orders and Time Extensions:** Consultant will provide services in connection with change orders to the Construction Contract to reflect minor changes or deletions requested by the CITY, Consultant, or the Contractor, and make revisions to Drawings and Specifications occasioned thereby. An accurate listing of additional costs and credits as a result of change orders will be maintained by Consultant. Upon receipt of a requested change order, Consultant will review it in detail and then discuss it with the CITY, and, together, will determine the manner in which to proceed. Larger changes or claims asserted by Contractor and major redesigns requested by the CITY or Contractor may require additional analyses or evaluation beyond the scope of this Contract.

840 Completion Monitoring & Documentation

- **Quality Assurance Testing:** Consultant will specify the quality assurance testing that is necessary for the project in the construction specifications relative to its designs.
- **Final Inspections:** Consultant will perform the following:
 - Conduct a walk-through inspection with the Contractor and the CITY to determine if the Project has reached substantial and/or final completion.
 - Prepare a punch list of work items remaining.
 - Conduct one final inspection to determine if the work is acceptable, so that Consultant may recommend, in writing, final payment to the Contractor and may give written notice to the CITY and the Contractor that the work is acceptable.
 - Observe the work of the Contractor to see that it has been completed in substantial accordance with respect to the Drawings and Specifications prepared by Consultant.

- Stormwater Closeout Inspection & Notice of Termination

850 Periodic Construction Observation

- Construction Observation: Consultant's Project Engineer will visit the site (excluding visits coinciding with monthly progress meetings) to observe the progress and quality of the executed work of the Contractor and to determine, in general, if such work is proceeding in accordance with the Contract Documents. During Consultant's visits, and on the basis of on-site observations, Consultant will keep the CITY informed of the progress of the work, will endeavor to guard the Client against defects and deficiencies in such work, and may recommend to the CITY disapproval or rejection of work failing to conform to the Contract Documents. Considering the complexity of this work and its location, this scope includes the following time for observation of construction:
- This scope is estimated to include 4 site visits per month, for a construction period of 6 months, at 5 hours per visit. Site visits will be completed by the Project Manager and/or Project Engineer. If additional site visits are required, this contract will be amended to provide such additional services.

This Task 800 will be charged hourly and the CITY will be updated on the status of these hours on a monthly basis.

TASK 900 – Full Time Construction Inspection

Full Time Construction Inspection is not included in this scope.

TASK 1000 – Project Closeout

1010 Record Drawings

- Consultant will prepare record drawings in electronic format as approved by the City and in accordance with the City's record drawing standards. The final record drawings will be delivered in electronic format on a DVD. Drawings will be provided in a format compatible to the CITY's GIS system.

1020 Punch List and Final Inspection

- See Task 840 of this agreement.

1030 O&M Submittals

- The consultant will prepare a general bioretention operations and maintenance (O&M) checklist and provide recommended frequencies for inspection and maintenance activities specific to the bioretention systems on Sumter Street and Marion Avenue.
- The consultant will prepare and provide an O&M guide for general bioretention systems that includes photo examples of individual bioretention components (e.g., inlets, outlets, media, vegetation, and drainage area) with service levels ranging from “excellent” to “poor” such that City staff can have a visual-based resource and metric to identify when issues affecting functionality are present and maintenance is needed.
- After construction is complete, the consultant will also offer a one-half to one-day training workshop on use of these tools, bioretention inspection and maintenance activities, and general green stormwater infrastructure inspection and maintenance.

1040 Digital Information Submittals

- The final record drawings will be delivered in electronic format on a DVD. Drawings will be provided in a format compatible to the CITY’s GIS system.

1050 Final Notice of Acceptability of the Work

- See Task 840 of this agreement.
- Based upon periodic observation, observation during a final walk through of the project site, and construction records the Consultant will provide written notice to the CITY when the Consultant deems the work to be complete and acceptable.

1060 SCDHEC Permits to Operate

- N/A

TASK 1100 – Additional Services

1110 General Task

The below items are not included in this scope for this project, but the CITY may choose to amend this Agreement so that Consultant may furnish additional services such as those listed below (but not limited to):

- Additional Construction Services beyond the hours and time allotted under Task 850 in this agreement
- Flood Study or Flood Impact Analysis
- Stormwater detention modeling/design

- Professional engineering services related to additional or extended design, bidding, and construction services.
- Additional meetings with homeowners and agencies beyond those scheduled in the agreement.
- Property research and easement exhibits.
- Easement acquisition.
- Public outreach beyond the two (2) public outreach meetings budgeted.
- Traffic Impact Analysis of any kind.
- Parking study.
- Construction & material testing.
- Post-construction inspections & monitoring to analyze the installed system to provide feedback to the City on how to calibrate & improve future bioretention designs.
- If necessary, Consultant can provide Closed Circuit TV (CCTV) video inspection services for an additional fee of \$185 per hour.
- If necessary, Consultant can provide sediment removal via jet/vacuum truck for an additional fee of \$285 per hour.

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

ATTACHMENT A TO EXHIBIT A

RESPONSIBILITIES OF THE OWNER

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

The CITY agrees to perform the following:

- Provide assistance in gaining access to water mains and sewers and water and sewer easements for which field services will be provided.
- Notify Consultant of property owners who may pose problems with Consultant's ability to safely gain access to stormwater and/or utility infrastructure pertinent to the design and assist the Consultant with gaining safe access.
- Provide access to locked manholes.
- Respond to requests for information and review deliverables in a timely manner.
- Pay permitting and other local fees that may arise from the work completed as part of this Agreement.
- Provide independent quality assurance testing required by the specifications or deemed reasonable by Consultant and CITY.
- Provide available data as requested in the agreement.
- Upon CITY acceptance of the final construction, provide an Owner's Letter of Acceptance and copies of all test results.

EXHIBIT B
COMPENSATION

City of Columbia
CIP # SD8443
Sumter and Marion Bioretention Bumpouts

Compensation for services provided under Tasks 100 through 1000 as outlined in Exhibit A, Scope of Services, is estimated to be a total of \$295,850. This includes \$253,850.00 of lump sum tasks, as well as \$42,000.00 of hourly tasks. Lump sum, hourly, and per each tasks are clearly labeled in the chart below.

An estimated breakdown of the fee is shown in the following table:

		CIP # SD8443		
Task	Description	Fee	Subconsults	Total
Task 100	Evaluation and Design Phase Administration (lump sum)	\$22,500		\$22,500
Task 200	Prelim Planning, Investigation, Eng & Alt Anal (lump sum)	\$50,000		\$50,000
Task 300	Survey and Utility Mapping (lump sum)	\$5,000	\$63,400	\$68,400
Task 400	Geotechnical Investigation (lump sum)	\$18,000		\$18,000
Task 500	Final Design (lump sum)	\$36,600		\$36,600
Task 600	Permits and Property (lump sum)	\$9,000		\$9,000
Task 700	Bidding and Award (lump sum)	\$23,000		\$23,000
Task 800	Engineering Services During Construction (Hourly)	\$42,000		\$42,000
Task 1000	Project Closeout (lump sum)	\$15,500	\$10,850	\$26,350
	Total of Contract			\$295,850
	% of Contract to Subconsultants			0%
	% of Contract to Protégé			25.10%

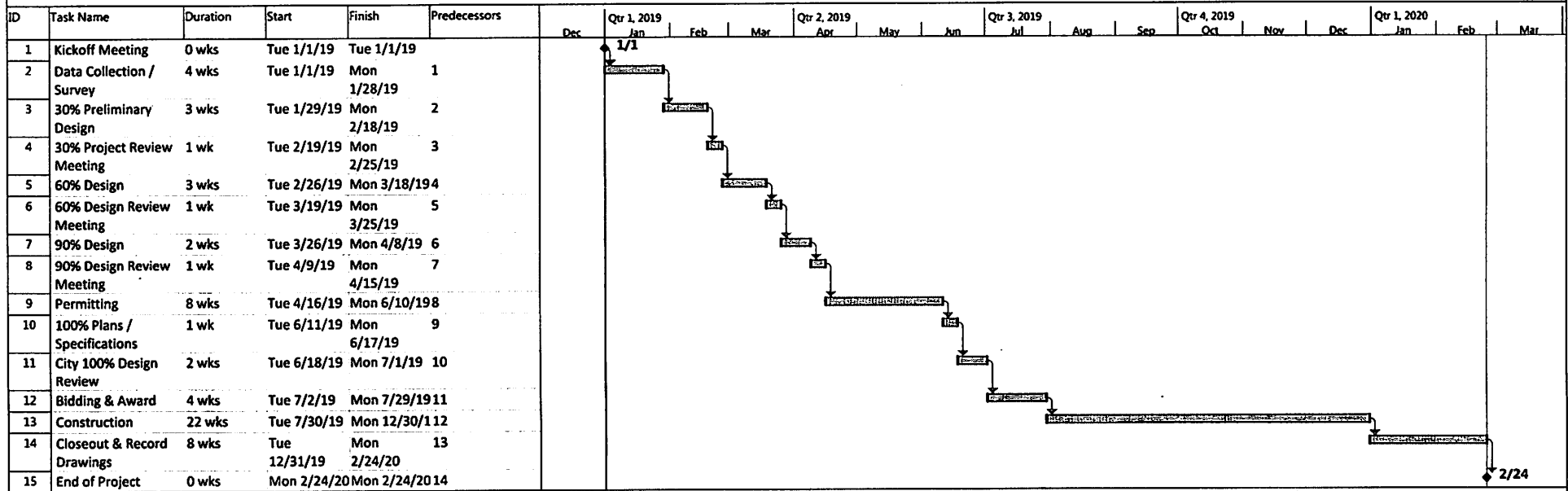
EXHIBIT C

**City of Columbia
CIP # SD8443
Sumter and Marion Bioretention Bumpouts
Schedule – Gantt Chart**

See Attached

Sumpter and Marion Bioretention Bumpouts
 City of Columbia
 CIP # SD8443

Page 2 of 2



Project: Project1
 Date: Tue 9/11/18

Task	Project Summary	Manual Task	Start-only	Deadline
Split	Inactive Task	Duration-only	Finish-only	Progress
Milestone	Inactive Milestone	Manual Summary Rollup	External Tasks	Manual Progress
Summary	Inactive Summary	Manual Summary	External Milestone	

SUBCONSULTANT BUSINESS INFORMATION

Business Information Record for Subconsultants/Subcontractors

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

Project: Sumter and Marion Bioretention Bumpouts

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

Business Name (as shown in SAM.gov) / Address / DUNS # & CAGE #	Contact Name & Telephone	Services and/or Materials Provided	Cost of Services and/or Material (\$ Value)	Percentage of Total Contract	MBE, WBE, SBE, DBE, LBE (indicate all that apply)	Is your Business CDBE Approved? Yes or No
Chao Consulting Engineers	Gerald Lee 803-772-8420	Surveying	\$74,250	25.10 %		
				%		
				%		
				%		
				%		

TOTAL: \$ 74,250

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

Business Name: Goodwyn Mills Cawood, Inc

Representative Name / Title: David Harding, P.E. / Project Manager

Date: _____



CITY OF COLUMBIA

Office of Business Opportunities
Compliance Division
P.O. Box 147 | Columbia, South Carolina 29217
Phone: 803-545-3049 Fax: 803-545-4130

MENTOR PROTÉGÉ PROGRAM Implementation Plan

Date: 11-7-18 Project Number: _____
Mentor: GMC Project Name: Sumter and Marion Bioretention Bumpouts
Protégé: Chao Consulting Engineers Duration of the Project: ±13 months
Project Contract Amount: \$295,850 Protégé Amount: \$74,250

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.*

Protégé is to provide survey services for the project. GMC will communicate with Chao weekly during portions of the project which Chao is involved in so that Chao can grow in the project management of public projects.

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 Annual Business Plan and MPP Agreement goals include project management, scheduling, and design. Chao will be heavily involved in the beginning and end of the project, where communication between the two parties will be crucial.

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.*

One indicator of the success of the project would be that Chao will be able to perform/complete a project of similar scope/magnitude after the completion of this project.



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Compliance Division
P.O. Box 147 | Columbia, South Carolina 29217
Phone: 803-545-3049 Fax: 803-545-4130

4. Proposed manpower and resources from both the Mentor and the Protégé is required for the project. Address key personnel, equipment/materials, and insurance/bonding. Address special arrangements where applicable.

Mentor:

GMC proposes to have David Harding, PE; Laurie Black, PE; Kevin Laird, PE; Tripp Ford, PE; and Robert Brown, PE to work hand-in-hand with Chao employees to ensure clear communication and expectations to ensure the success of the partnership and project.

Protégé:

Chao's Point of Contact and Project Manager: Gerlad A Lee, PE
Professional Land Surveyor: Aaron Brooks, PLS
Survey Crew Chief: Mike Wagner
Instrument Man: Cliff Epps
CAD Technician: Gary Hallman

Subcontractors:

N/A

Special Arrangements:

N/A

5. What scope of work to be performed by each participant of the MPP team?

a. Description of Mentor's responsibilities:

General project coordination & management, conduct public outreach meetings, geotechnical investigation, detailed design of bioretention facilities & necessary stormwater upgrades/utility relocates to accommodate proposed improvements, construction plans & specifications, obtain construction permits, bidding services, periodic construction inspection, construction management, final inspections,

b. Description of Protégé's responsibilities on project:

Assist in project management and provide field-run survey for initial project data collection and record drawing (as-built) preparation that satisfies specific criteria provided by City & Mentor

c. Description of responsibilities that will be completed as a team:

Project management, scheduling, cost estimating



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6. What is the anticipated duration (in months) of each major phase of the project? During which phases will the Protégé be utilized?

Project kickoff/ data collection/preliminary design: 8 weeks
60/90% Design: 7 weeks
Permitting/100% plans/bidding & award: 15 weeks
Construction/project closeout: 30 weeks

Protégé will be utilized the data collection and project closeout portions of the project

7. How will the team comply with and maintain the focus on the requirements of the program for the duration of the project?

Weekly communication between GMC and Chao during phases of work in which Chao is actively engaged. Additionally, quarterly reporting of activities will be provided to the City for review.

8. What are the team's specific, quantitative goals and milestones for the current project?

Inner office project management practices. Given the scope of Chao, they will be involved in the initial and closeout phases of the project which will give GMC/Chao the opportunity to undergo QA/QC of the information provided by Chao for these milestones. Feedback will be given by GMC so that Chao can receive constructive feedback that will help them on future projects.

9. Outline of Regularly Scheduled meeting between Mentor and Protégé (Progress reporting).

GMC commits to informal weekly communication during phases of Chao's involvement to evaluate progress and share process/information with Chao.

10. Define payment schedule and financial terms identifying milestones for initial, progress and final payments.

Payment will be handled monthly as the work and project progresses.



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11. List the Subcontractors that will be used on this project, as well as the information requested below: (The Subcontractor(s) listed below will NOT consist of your Protégé.)

Subcontractor's Name	Telephone	Address	Who will they report to?	Contract Amount	MPP, MBE, WBE, SBE	Percentage of Contract
N/A						

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: \$74,250

Percentage of Contract: 25.10% (Minimum of 20% of total contract amount is required)



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 Compliance Division
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MENTOR-PROTEGE IMPLEMENTATION PLAN SIGNATURE SHEET

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their proper officials thereunto duly authorized as of the dates below indicated:

EXECUTED by GMC (Mentor Firm) this 14th day of November 2018.
 Corporate SEAL

By: [Signature]
 Title: Regional Vice President

ATTEST:
 By: David Harding, PE
 Title: Project Manager

EXECUTED by Chao and Associates, Inc. (Protégé Firm) this 9 day of November, 2018.
 Corporate SEAL

By: [Signature]
 C. Jimmy Chao, PE
 Title: President

ATTEST:
 By: [Signature]
 Gerald A. Lee, PE
 Title: Director of Civil Engineering



RECOMMENDED FOR APPROVAL:

EXECUTED by the Office of Business Opportunities, Compliance Division on this 6 day of DECEMBER, 2018.

By: [Signature]
 Title: Compliance Specialist

SUBCONSULTANT BUSINESS INFORMATION

Business Information Record for Subconsultants/Subcontractors

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

Project: Sumter and Marion Bioretention Bumpouts

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

Business Name (as shown in SAM.gov) / Address / DUNS # & CAGE #	Contact Name & Telephone	Services and/or Materials Provided	Cost of Services and/or Material (\$ Value)	Percentage of Total Contract	MBE, WBE, SBE, DBE, LBE (indicate all that apply)	Is your Business CDBE Approved? Yes or No
Chao Consulting Engineers	Gerald Lee 803-772-8420	Surveying	\$74,250	25.10 %		
				%		
				%		
				%		
				%		

TOTAL: \$ 74,250

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

Business Name: Goodwyn Mills Cawood, Inc

Representative Name / Title: David Harding, P.E. / Project Manager

Date: _____

Invoicing Procedure: Exhibit F

1. The City's Project Manager or his/her designee must review all invoices prior to payment.
2. The Consultant's invoice must contain sufficient detail by task and resource and should be easily traceable to the work completed on the project schedule. Descriptions used in the project schedule shall match those descriptions contained in the Consultant's invoice.
3. The work completed on the Consultant's project schedule must be the basis for full or a percentage of payment for work completed on the Consultant's invoice.
4. The Consultant will not request payment for taxes on Professional Services, labor or installation fees.
5. The Consultant will not invoice, or request payment for any equipment or services that may be specified in this Agreement prior to the delivery of said equipment or performance of said services.
6. The Consultant shall adhere to an agreed-upon delivery schedule for equipment and/or services. This is to ensure that the City does not pay for the advanced delivery of equipment that was not approved for delivery and/or have to warehouse or make space for unanticipated equipment deliveries. Exceptions to this requirement must be approved by the City's designated Project Manager and Purchasing Agent in writing.
7. All invoices shall include a valid Purchase Order number on the bill. If an approved emergency purchases are required for any reason before a purchase order number is available, a copy of the emergency request for purchase should accompany the Consultant's invoice.
8. The Consultant shall name a representative that will be responsible for reviewing all invoicing concerns that the City may have regarding this project.
9. The Consultant shall submit receipts for all actual expenses.
10. Travel expenses including airfare and car rental shall be invoiced at cost, without markup and with approved documentation (Note: This section does not apply to travel within the Columbia region for work being performed for the Agreement. It pertains to approved travel to and from Columbia if necessary to fulfill the terms of the Agreement.). Travel expenses apply only if applicable and approved by the City.
11. Lodging shall be invoiced up to the per diem rate according to the General Services Administration (GSA) rates established at www.gsa.gov, based on the date of travel. Lodging expenses apply only if applicable and approved by the City.
12. Field documents and other equipment/supplies shall be invoiced at cost only, with no markup, and the invoice must be submitted with approved documentation (packing slip/vendor invoice).
13. Other required non-labor expenses that may be applicable to the project and pre-approved by the City's designated Project Manager shall be invoiced at cost only, with no markup, and the invoice must be submitted with approved documentation (packing slip/vendor invoice).
14. Each invoice/payment request shall identify the percentage and dollar amount that will be paid to the Subconsultant and/or vendor for work performed and materials/products furnished. If required, the Consultant shall submit supporting documentation as required by the designated point of contact to support the amount being invoiced.

15. The Consultant shall provide the names of the Subconsultants and/or vendors and a description of the work performed in the invoice/request for payment. The Consultant shall also provide a breakdown of the supplies and materials being billed by each Subconsultant and/or vendor and the dollar amount to be reimbursed by the City.

EXHIBIT G - PROMPT PAYMENT AFFIDAVIT

Consultant will place a check in the appropriate box below that applies to this payment request.

Re: Payment Request No. _____

I, _____ (Name), the _____ (Title - e.g., President, Vice President, etc.) of _____ ("Company"), do state the following with regard to payments made under Contract No. _____ ("Contract"):

1. ____ Subconsultant, at the first tier, both DBE and non-DBE, who completed work and were listed for payment on the prior Payment Request No. _____, were paid no later than twenty (20) calendar days after Company received payment from the City.
2. ____ Copies of invoices and cancelled checks for Subconsultant at the first tier who were paid under the prior payment request have been delivered or mailed to the Construction Management Division. In addition, Company has attached to the current Payment Request all lien waivers for prior subcontractor payments and any other documentation required by the City. (Failure to attach all required documentation to the Payment Request or forward cancelled checks and invoices to the City's Construction Management Division may cause the Payment Request to be rejected by City.)
3. ____ All retainage amounts withheld from any Subconsultant who satisfactorily completed its portion of the contract work, including punch list items, were paid to the Subconsultant(s) no later than fourteen (14) calendar days after it satisfactorily completed its work, whether or not City has paid said retainage amounts to Consultant. Attach a copy of the cancelled check evidencing payment of each retainage amount.
4. ____ There was no delay in or postponement of any payment owed to a Subcontractor, whether periodic payment or retainage amount, except for good cause and after receipt of prior written approval from the Assistant City Engineer.

Attach a copy of the written approval from the City of Columbia.

Company Name

Signature

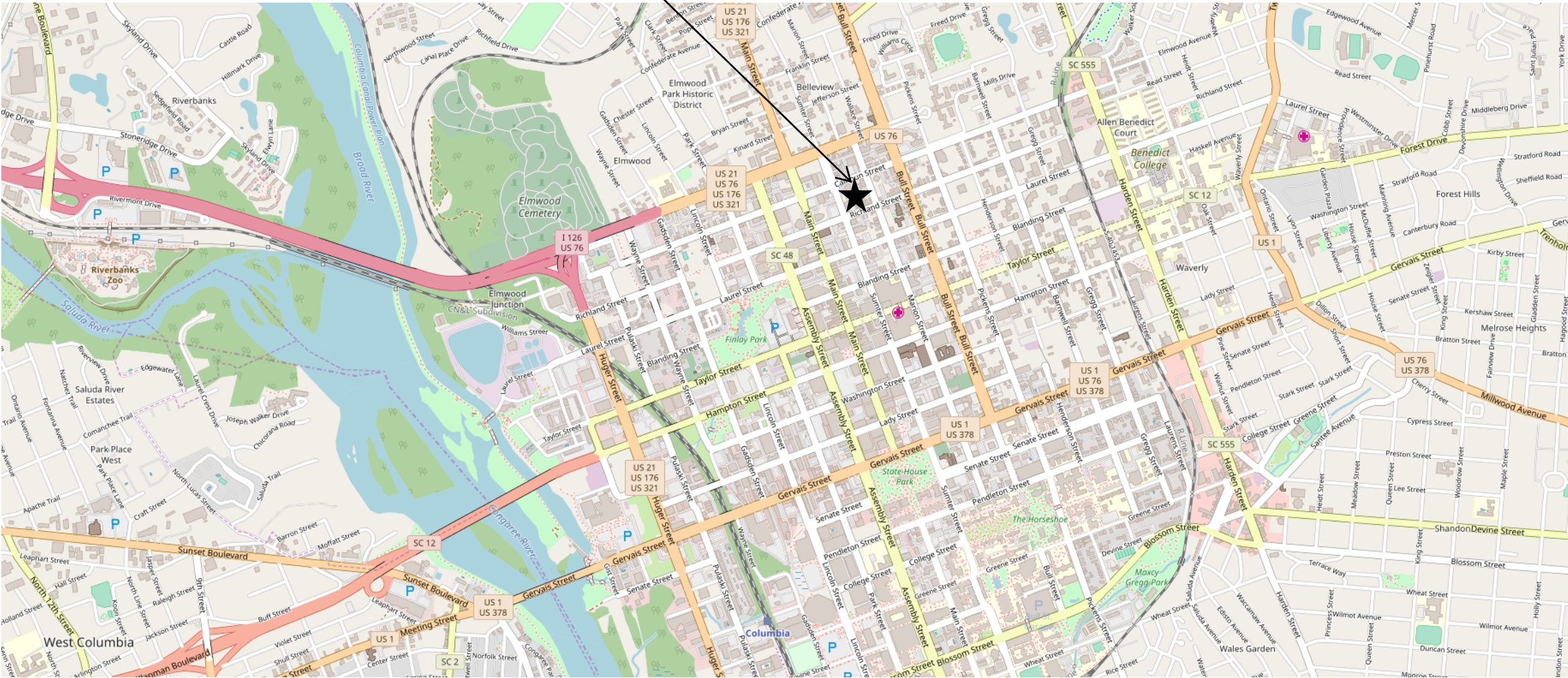
Print Name

Date: _____

Subscribed and sworn to before me this ____ day of _____ 20____.

Notary Public

PROJECT LOCATION



LOCATION MAP
N.T.S.



We Are Columbia

MEETING DATE: February 19, 2019

DEPARTMENT: Engineering Department

FROM: *Dana Higgins, Director of Engineering*

SUBJECT: Council is asked to approve project WM4399; water line relocation along Alpine Road and Old Percival Road, as requested by Columbia Water. Award to South Carolina Department of Transportation (SCDOT) in the amount of \$314,622.00.

REQUISITION NO.: R182700

FUNDING SOURCE AND ORIGINAL BUDGET AMOUNT: Fiscal Year 2018/2019 CIP Project WM335519-Utility Conflicts Annual. The original budget amount is \$402,731.00

ORIGINAL BUDGET: \$ 402,731.00

CLEAN WATER 2020?: No

South Carolina Department of Transportation (SCDOT) has determined there are conflicts between the City of Columbia's 6", 10" & 12" water lines within the boundaries of their Alpine Rd (S-63) and Old Percival Rd (S-1026) Intersection Improvement project.

SCDOT is proposing to enter into a utility agreement with the City of Columbia to relocate its water lines due to its construction and improvements along a segment of Alpine Rd and Old Percival Rd located within Richland County. The proposed intersection improvements include roadway widening, a traffic circle, and storm drainage.

Due to these proposed improvements it is necessary for the City of Columbia to relocate 857 linear feet of its water line. The City does not have Prior Rights. The City's cost is \$314,622.00 (100%).

Based on the scope of work involved, it is recommended this project be considered for approval. Enclosed you will find SCDOT's Utility Agreement (COC Legal Department Approved), relocation drawings with cost estimate and vicinity map for your review. If approved, the City Managers signature is requested.

The Director of Engineering recommends approval of this project in the amount of \$314,622.00 to be reimbursed to SCDOT upon completion of this work.

ATTACHMENTS:

- **#a:** SCDOT MOA (P0272626) WM4399 Alpine Rd WL Relocte (PDF)
- **#b:** WM4399 Construction Estimate (PDF)
- **#c:** WM4399 Alpine Rd & Old Percival Rd Vicinity Map (PDF)

MOA-XX-XX

Agreement for:
 In Contract Utility Relocation of
WM4399 Waterline Relocation
 SCDOT Project ID# P0272626

AGREEMENT
For In-Contract Utility Relocation
Water Line WM4399 Relocation
Alpine Road (S-63) at Old Percival Road (S-1026) Traffic Circle in Richland County
SCDOT Project ID P0272626

In an effort to ensure the successful completion of the Water Line facilities relocation along the above referenced location in Richland County, and in consideration for the mutual promises and commitments set forth below, the South Carolina Department of Transportation (**SCDOT**) and the City of Columbia (**PARTICIPANT**) covenant and agree as follows:

This document is to serve as an Agreement as to the specific responsibilities of the **PARTICIPANT** and **SCDOT** in completing this project and associated Utility Work.

Section I – Definitions

1. The term "Project" shall refer to the engineering, right-of-way services, construction, and inspection services associated with the Water Line Relocation undertaken in connection with the Traffic Circle project along Alpine Road in Richland County.

A. The term "Utility Work" shall include the following items:

Water Line Relocation

Section II - Agreements by the Parties

1. The Utility Work shall be included in **SCDOT's** contract for the construction of the Project.
2. The Utility Work shall be performed by a contractor approved by **PARTICIPANT** and licensed and qualified to perform the Utility Work.
3. **SCDOT** will supply a detailed cost breakdown for any scope changes and **PARTICIPANT** must approve this scope change before the contractor can commence with the work.

Section III - Funding

1. **SCDOT** shall be responsible for the cost of utility relocations where prior rights exist in accordance with **SCDOT's** "A Policy for Accommodating Utilities on Highway Rights of Way" and 23 CFR 645A.
2. **SCDOT** will pay for the cost of the Utility Work included in **SCDOT's** Contract, and **PARTICIPANT** will reimburse **SCDOT** for its share of the cost as set forth below.

3. **PARTICIPANT** estimates the total cost of construction of the Utility Work to be \$ 286,020.00 plus a maximum 10% management fee not to exceed a total cost of \$ 314,622.00 with such costs to be allocated as follows:
 - a. **SCDOT's** share is based on 0 linear feet (0 miles) of relocation and is estimated at \$ 0 (0 %); and
 - b. **PARTICIPANT's** share is based on 857 linear feet (.16 miles) of relocation and is estimated at \$ 314,622.00 (100 %).
 - c. Actual construction costs will be allocated between the parties according to these percentages.
4. In accordance with its procurement practices and procedures, SCDOT will solicit bids for the construction of the Project, including the Utility Work, and will award the SCDOT Contract to the contractor with the lowest qualified bid for the overall work of the Project.
5. SCDOT shall notify **PARTICIPANT** in writing as to the cost of the Utility Work included in the awarded SCDOT Contract and provide **PARTICIPANT** with the opportunity to concur in writing. The dollar amounts of **PARTICIPANT's** and **SCDOT's** share of the cost of the Utility Work in the Awarded Contract shall be adjusted in accordance with the percentages set forth above.
6. Once the contractor begins work, SCDOT will bill **PARTICIPANT** quarterly for reimbursement of payments made to the contractor for Utility Work, and **PARTICIPANT** shall remit payment to SCDOT within 30 days of date of invoice.
7. **PARTICIPANT** will be responsible for review and approval of change orders submitted by SCDOT. No additional payment shall be made for any item of work not provided for in the plan or in the cost estimate except as modified by the SCDOT project representative followed by written notification to and approval by **PARTICIPANT**.

Section IV – SCDOT's Responsibilities

1. Include the Utility Work in SCDOT's contract for the construction of the Project.
2. Provide the **PARTICIPANT** or the **PARTICIPANT's** Consulting Engineer and/or Inspector full access to the site when the Utility Work is underway.
3. Provide **PARTICIPANT** copies of contractor's pay requests relating to the Utility Work for review prior to payment and any change orders which affect the cost of the Utility Work.
4. SCDOT will submit in writing any change orders to **PARTICIPANT** for review and approval before contractor commences work.
5. SCDOT shall ensure contractor coordinates cut and fill during utility relocation and roadway construction is never jeopardized and there is never less than 2 feet of cover on the active waterline. Additional guidelines for the waterline are provided in Sections IV.5.A.
 - A. For new waterlines installed as part of the project, cover at the time of Project completion shall be no less than 48 inches measured from the top of pipe to the elevation of the pavement at the edge of the roadway or top of ground elevation (whichever is lowest).

6. SCDOT shall ensure the contractor coordinates the sequencing of waterline relocation, testing, placing into service with the **PARTICIPANT** to ensure the existing line remains in service until all tests and approvals are in place and provided to the **PARTICIPANT** to place the new line segments into service. At no time during construction shall the existing segments that are being relocated be taken out of service until the new lines are placed into service. This is necessary to avoid interruption of service to customers along the Project route.
7. As a part of the Construction Contract, **SCDOT** will ensure the contractor performing the Utility Work has obtained and maintains in place for the duration of the Utility Work those insurance policies required by the **PARTICIPANT** and naming the **PARTICIPANT** as an additional insured by providing copies to the **PARTICIPANT**.
8. As a part of the Construction Contract, the **PARTICIPANT** will include in the Specification a requirement for the contractor to warranty the improvements for two years (2) after final acceptance. **SCDOT** will ensure that the contractor includes this in their bid. Final acceptance of waterline begins once new waterline has been completely installed, inspected, and placed into service as shown in the **PARTICIPANT**'s design documents.
9. **SCDOT** shall allow the **PARTICIPANT** time to inspect recovered materials from the permanent facility prior to disposal by sale or scrap. This requirement will be satisfied by **SCDOT** giving notice to the **PARTICIPANT** of the time and place the materials will be available for inspection. The **PARTICIPANT** shall have the right to inspect all recovered materials from the waterline removal (examples are water valves, fire hydrants, pipe). If the **PARTICIPANT** elects to retrieve the materials, there will be no cost associated with doing so but the **PARTICIPANT** shall be responsible for removal from the inspection site. If the **PARTICIPANT** elects not to retrieve the items, **SCDOT** may sell them for scrap or allow the contractor to do so.

Section V – PARTICIPANT's Responsibilities

1. Apply for and receive all necessary permits (including Construction Permit Application Water/Wastewater Facilities through DHEC) for the Utility Work.
2. Provide all engineering design services, sealed construction plans and specifications, bid tab sheet, estimated cost, and construction observation services for the Utility Work. **PARTICIPANT** shall acquire any additional easement necessary outside **SCDOT**'s new right-of-way.
3. The **PARTICIPANT**'s on-site representative and/or Inspector will sign off on the installed quantity of pipe and associated equipment on a weekly basis for each construction phase duration of the **PARTICIPANT**'s utility work. Failure to sign off weekly will preclude the right to dispute quantities recorded by SCDOT. The Contractor shall coordinate the construction schedule with the **PARTICIPANT** and provide a minimum of 48 hours notice for days in which the contractor plans to perform work associated with the Project. **PARTICIPANT**'s on-site representative and/or Inspector will perform inspection for all items related to the waterline installation including but not limited to

MOA-XX-XX

Agreement for:
 In-Contract Utility Relocation of
WM4399 Waterline Relocation
 SCDOT Project ID# P0272626

borrow compaction, material inspection, waterline installation and activation, and all related material removal and disposal.

4. Pay the cost of the Utility Work in accordance with Section III - Funding.
5. PARTICIPANT to submit a utility agreement for the design services associated with the sealed plans depicting the waterline within the SCDOT right of way, for inspection services, and for other services as deemed necessary.

Section VI – General Conditions

1. SCDOT shall have final approval on the location of all PARTICIPANT's facilities within SCDOT Right-of-Way based on the PARTICIPANT's design documents and approved Encroachment Permit.
2. All work covered under this Agreement and performed by the SCDOT contractor shall be performed within SCDOT Right-of-Way or within PARTICIPANT's acquired easements, as coordinated with and approved by SCDOT.
3. Upon PARTICIPANT's acceptance of the Utility Work, or any specific portion thereof, in accordance with the plans and specifications, PARTICIPANT will assume sole and complete responsibility for the new waterline and associated appurtenances. For purposes of this agreement, PARTICIPANT will be considered to have accepted the Utility Work, or any specific portion thereof, by assuming control of the Utility Work and commencing to utilize it.
4. Following acceptance, PARTICIPANT will have sole responsibility for the operation and maintenance of the Utility Work.
5. Where PARTICIPANT is on SCDOT right-of-way by encroachment, PARTICIPANT agrees that if, in the opinion of SCDOT's Deputy Secretary of Engineering, it should ever become necessary to move or remove the Utility Work, including any future modifications thereto, on account of the change in locations of the highway, widening of the highway, or for any other sufficient reason, such moving or removing shall be done on demand of SCDOT at the expense of PARTICIPANT or current owner of the utility, except for areas addressed in item 6 of this section.
6. Where PARTICIPANT has established prior rights via this agreement and associated encroachment permit for this project, any future removal of the entire facility will be in accordance with the cost sharing established in that agreement and in accordance with SCDOT's "A Policy for Accommodating Utilities in Highway Rights of Way" and 23 CFR 645A.
7. PARTICIPANT will maintain prior rights at project completion in locations where prior rights currently exist, in cases where the waterline remains inside the SCDOT right of way. PARTICIPANT will not have prior rights in locations that prior rights do not currently exist. Locations of both prior rights and no prior rights will be clearly identified in SCDOT encroachment permit once issued and upon the water line relocation drawings produced by and approved by the PARTICIPANT. See Appendix A.

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Agreement for:
In-Contract Utility Relocation of
WM4399 Waterline Relocation
SCDOT Project ID# P0272626

Section VII – Counterparts

This Agreement may be executed in counterparts, and if so executed, shall become effective when a counterpart has been executed and delivered by both Parties hereto. All counterparts taken together shall constitute one and the same Agreement and shall be fully enforceable as such. Delivery of counterparts via facsimile transmission or via email with scanned attachment shall be effective as if originals thereof were delivered.

[Signature blocks on next page]

MOA-XX-XX

Agreement for:
 In-Contract Utility Relocation of
WM4399 Waterline Relocation
 SCDOT Project ID# P0272626

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed and sealed by their authorized representatives on the dates set forth below.

SIGNED, SEALED, AND DELIVERED
 IN THE PRESENCE OF:

CITY OF COLUMBIA

 WITNESS

BY: _____

City Manager

DATE: _____

APPROVED AS TO FORM:

 Legal Department – City of Columbia

SOUTH CAROLINA DEPARTMENT OF TRANSPORTATION

BY: _____

Deputy Secretary for Finance and Administration
 or Designee

 WITNESS

RECOMMENDED BY:

 Deputy Secretary of Engineering or Designee
 PROFESSIONAL SERVICES CONTRACTING

BY: _____

Chief Procurement Officer or Designee

APPROVED AS TO FORM

[Signature]
 Legal Department City of Columbia, SC

Michael Baker

I N T E R N A T I O N A L

Michael Baker International Inc.

700 Huger Street

Columbia, SC 29201

Opinion of Probable Construction Cost

Date: 11/30/2018

Stage: 100% Submittal

Project: Alpine Rd Traffic Circle Water Lines

Location: Columbia, SC

Preparer: GHH

	Description of Work					Unit	Measure		Unit Cost	Total Cost
General Construction										
1	Mobilization/Demobilization					1	LS		\$10,000.00	\$10,000.00
2	Silt Fence					200	LF		\$5.00	\$1,000.00
3	Grassing					1	LS		\$1,000.00	\$1,000.00
4	Sediment & Erosion Control					1	LS		\$4,000.00	\$4,000.00
5	Inlet Protection					4	EA		\$150.00	\$600.00
6	Traffic Control					1	LS		\$15,000.00	\$15,000.00
General Construction Subtotal										\$31,600.00
Water Construction										
7	12-inch CL150 DIP - Restrained Joint					391	LF		\$135.00	\$52,785.00
8	10-inch CL150 DIP - Restrained Joint					32	LF		\$115.00	\$3,680.00
9	6-inch CL150 DIP - Restrained Joint					434	LF		\$95.00	\$41,230.00
10	12-inch CL350 DIP 45° Bend					9	EA		\$1,100.00	\$9,900.00
11	12-inch CL350 DIP 22.5° Bend					3	EA		\$1,000.00	\$3,000.00
12	12-inch CL350 DIP 11.25° Bend					4	EA		\$1,000.00	\$4,000.00
13	10-inch CL350 DIP 90° Bend					2	EA		\$900.00	\$1,800.00
14	10-inch CL350 DIP 45° Bend					2	EA		\$850.00	\$1,700.00
15	10-inch CL350 DIP 22.5° Bend					3	EA		\$850.00	\$2,550.00
16	6-inch CL350 DIP 45° Bend					2	EA		\$275.00	\$550.00
17	6-inch CL350 DIP 22.5° Bend					2	EA		\$275.00	\$550.00
18	12-inch to 10-inch CL350 DIP M.J. Reducer					2	EA		\$1,000.00	\$2,000.00
19	12-inch x 10-inch M.J. Tee					2	EA		\$1,500.00	\$3,000.00
20	12-inch x 6-inch M.J. Tee					2	EA		\$1,300.00	\$2,600.00
21	6-inch x 6-inch M.J. Tee					2	EA		\$800.00	\$1,600.00
22	10-inch M.J. Gate Valve & Box					1	EA		\$2,400.00	\$2,400.00
23	6-inch M.J. Gate Valve & Box					1	EA		\$1,200.00	\$1,200.00
24	10-inch x 10-inch M.J. Tapping Sleeve & Valve					3	EA		\$10,000.00	\$30,000.00
25	6-inch x 6-inch M.J. Tapping Sleeve & Valve					1	EA		\$6,000.00	\$6,000.00
26	10-inch CL350 CAP - Plug to have EBAA 2100 megaflange restraint					6	EA		\$600.00	\$3,600.00
27	6-inch CL350 CAP - Plug to have EBAA 2100 megaflange restraint					3	EA		\$500.00	\$1,500.00
28	6" Fire Hydrant Assembly					1	EA		\$4,700.00	\$4,700.00
29	Remove and Abandon Existing Fire Hydrant					1	EA		\$1,000.00	\$1,000.00
30	12" Foster Adapter or approved equal					2	EA		\$400.00	\$800.00
31	10" Foster Adapter or approved equal					1	EA		\$350.00	\$350.00
32	Concrete Thrust Block					15	CY		\$400.00	\$6,000.00
Restoration Items										\$0.00
33	Flowable Fill (Trench Only)					100	CY		\$175.00	\$17,500.00
34	Flowable Fill (Pipe Abandonment, Pumped)					3	CY		\$400.00	\$1,200.00
35	Pavement Replacement - Trench only - 2" Asphaltic					125	SY		\$75.00	\$9,375.00
36	Sidewalk Replacement - 3,500 PSI Concrete - To include any necessary ADA markers					5	CY		\$550.00	\$2,750.00
37	6-inch concrete gutter (standard)					100	LF		\$30.00	\$3,000.00
38	Landscape Allowance (Alta Vista Drive)					1	LS		\$500.00	\$500.00
Water Construction Subtotal										\$222,820.00
General Construction Subtotal										\$31,600.00
Construction Total										\$286,020.00
10% Contingency										\$28,602.00
Total Construction Opinion of Cost										\$314,622.00

Notes:

1. Existing pipe sizes shown are to the best of our knowledge based upon information proved to Baker.

2. Costs for pipelines include all necessary appurtenances associated with the installation (fittings, restraints, etc).

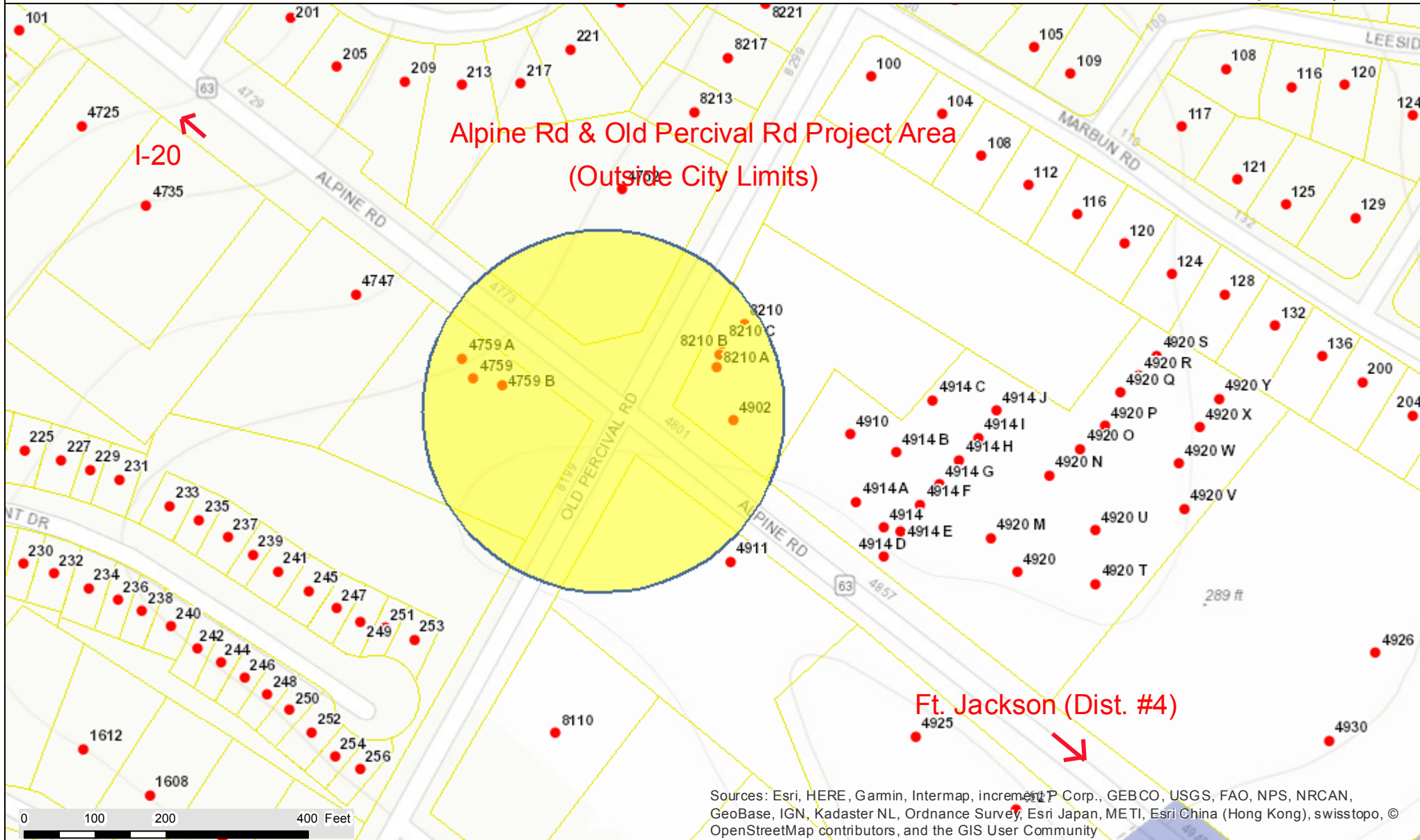
** Additive alternate quantities are included for the purpose of establishing a base price in the event the items are necessary. The bid is to be evaluated by base bid only.



Wednesday, January 30, 2019

City of Columbia

WM4399 Alpine Rd & Old Percival Vicinity Map



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.





We Are Columbia

MEETING DATE: February 19, 2019

DEPARTMENT: Procurement and Contracts

FROM: *Sandra Wright, Purchasing Agent*

SUBJECT: Council is asked to approve an Engineering Services Agreement for Project SD8325; Shandon Phase II, as requested by Columbia Water. Award to Cox & Dinkins, in the amount of \$356,920.00. This firm is located in Columbia, SC.

PURPOSE: The total contract value for the Phase II Shandon Rosewood watershed and stormwater network is \$356,920. The Shandon/Rosewood Project is a multi-phase concept and this phase will consist of a drainage study only. Although the overall project is designated as MPP, the mentor-protégé relationship will not be used until a later phase providing the Protégé with an opportunity to complete engineering design and construction documents for recommended projects resulting from the drainage study.

Cox & Dinkins, Inc., of Columbia SC, will provide services to update and expand the former drainage analysis for this phase at 81.9% (\$292,420.00).

The following sub-consultants will provide additional services:

F&ME Consultants, of Columbia, SC will provide services at 11.0% (\$39,500) of the contract value.

Cumming, Inc., of Columbia, SC will provide services at 7.0% (25,000) of the contract value.

REQUISITION NO.: R194706

FUNDING SOURCE AND ORIGINAL BUDGET AMOUNT: Funding Source: 5549999-SD8325-658650 - The original budget amount is \$375,000.00.

ORIGINAL BUDGET: 356,920.00

BUSINESS PROGRAM: Mentor Protege Program

CLEAN WATER 2020?: No

STRATEGIC GOALS: Provide high quality municipal services

The above referenced Agreement is to compensate the Consultant for providing technical support for the Shandon Phase II Project. The service being provided will encompass the following:

Task 100- Evaluation and Design Phase Administration

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

Task 300- Survey and Utility Mapping

Task 400- Geotechnical Investigation

Task 500- Final Design

Task 600- Permits and Property

Task 1100- Additional Services

Services to be performed will impact City Council District 3. The Office of the City Attorney has reviewed the Agreement and The ACM for Columbia Water and the Director of Utility Operations recommend its approval.

ATTACHMENTS:

- **#a:** Shandon Phase II CIP-SD8325 (PDF)
- **#b:** Shandon Phase II Location Map (PDF)

Cox & Dinkins
Shandon Phase II CIP# SD8325



AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is being awarded under procurement method RFQ004-17-18-SL Stormwater Professional Services (CIP).

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 Cox & Dinkins, (hereinafter referred to as the "Consultant"), to provide services to update and expand the former drainage analysis for the Shandon-Rosewood watershed and stormwater network for the City of Columbia, SC.

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

2. **SCOPE OF SERVICES** – Upon written notification by the City to proceed, the Consultant shall provide the scope of services more fully described in Exhibit A, attached hereto. The Consultant shall perform any and all incidental services not specifically set forth in Exhibit A, which are necessary to fully complete the scope of services described in Exhibit A.
3. **SUPPLEMENTAL OR ADDITIONAL SERVICES** – The City may require supplemental or additional services of the Consultant or recommended by the Consultant and approved by the City in writing.

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

Cox & Dinkins

Shandon Phase II CIP# SD8325

4. **TERM OF AGREEMENT** – The term of the Agreement is the date of the execution of this *Award or a Notice* to Proceed for an initial term of one year with the ability to renew for up to two additional annual terms 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 C, attached hereto.

6. **COMPENSATION** – (See Exhibit B)

A. The total compensation to be paid by the City to the Consultant under this Agreement shall not exceed i.e. Three Hundred Fifty-Six Thousand, Nine Hundred Twenty Dollars and No/100 (\$356,920.00).

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.

Cox & Dinkins
Shandon Phase II CIP# SD8325

C. Invoicing Procedure: See Exhibit E

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

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

1. The Consultant is required to pay all Subconsultants and material suppliers for all work that the Subconsultant has satisfactorily completed, no later than twenty (20) calendar days after the Consultant has received payment from the City.
2. In addition, all retainage amounts received from the City by the Consultant must be paid by the Consultant to the Subconsultant no later than fourteen (14) calendar days after the Subconsultant has, in the opinion of the Assistant City Consultant for Construction or his/her designee, satisfactorily completed its portion of the Work.
3. A delay in or postponement of payment to the Subconsultant or material supplier requires good cause and prior written approval of the City's Assistant City Consultant for Construction or his/her designee.
4. The Consultant is required to include, in each Subcontract, a clause requiring the use of appropriate arbitration mechanisms or other method to resolve all payment disputes.
5. The City will not pay the Consultant for subsequent work performed unless and until the Consultant ensures that the Subconsultants have been promptly paid for the work they have performed under all previous payment requests, as evidenced by the filing of City lien waivers, canceled checks (if requested), and the Consultant's sworn statement that it has complied with the prompt payment requirements. The

Cox & Dinkins
Shandon Phase II CIP# SD8325

Consultant must submit a Prompt Payment Affidavit, Subconsultant list that identifies each Subconsultant (both Disadvantaged Business Enterprises (DBEs) and non-DBEs) including Subcontract values and the date and amount of the last payment to such Subconsultant(s). That documentation must be provided with every payment request submitted to the City, except for the first payment request.

6. Failure to comply with these prompt payment requirements is a breach of this Agreement. The City reserves the right to pursue any and all remedies permitted under law for breach of contract, including, but not limited to, Consultant debarment.

E. Affirmative Action Procurement and Contracting Goals:

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

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

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

Cox & Dinkins
Shandon Phase II CIP# SD8325

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

F. Subcontracting Goals

Under this Agreement, the subcontracting goals are as follows:

SB Goals ____ %
MBE ____ %
WBE ____ %
LSA ____ %

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

7. **MENTOR-PROTÉGÉ PROGRAM** (<http://www.columbiasc.net/business-outreach/>)
Enter if Non-applicable – The City of Columbia encourages, where economically feasible, establishment of mentor-protégé relationships to ensure contracting opportunities for all businesses, including minority / women / small business enterprises. The Mentor-Protégé Program (MPP) helps develop private sector business relationships and enhances the contracting capabilities of minority-owned business enterprises (MBE), women-owned business enterprises (WBE), and small business enterprises (SBE). In order to provide opportunities for growth and to encourage hands-on business relationships, certain capital improvement projects may be designated by the City of Columbia as Mentor-Protégé Program projects. The City of Columbia has determined that participation in the City's Mentor-Protégé Program is required for this project. The MPP goals for this requirement are 20 percent of the total contract amount.

Cox & Dinkins
Shandon Phase II CIP# SD8325

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

8. INDEMNIFICATION & INSURANCE

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

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

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

Cox & Dinkins
Shandon Phase II CIP# SD8325

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

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

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

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

- B. The Consultant shall furnish the City with a certificate showing satisfactory proof of carriage of the insurance required hereunder and such insurance shall be approved by the City prior to the Consultant and any Subconsultant of the Consultant commencing any services under this Agreement and this insurance shall remain in effect throughout the term of this Agreement, and any extensions of service. Insurance shall remain in effect for the duration of the project and for a period of one (1) year after completion. The City of Columbia shall be the Certificate Holder and shall be named as an *Additional Insured*.
- C. The Consultant shall indemnify, defend, hold harmless and reimburse the City, its agents, and employees from and against any and all losses, liabilities, expenses, and all claims for damages of any nature whatsoever relating to or arising out of any action or failure to act by Consultant, its Subconsultants, officers, agents and employees of any of the obligations under the Agreement. Losses, liabilities, expenses and claims for damages shall include, but will not

Cox & Dinkins
Shandon Phase II CIP# SD8325

be limited to, civil and criminal fines and penalties, loss of use or services, bodily injury, death, personal injury, or injury to real or personal property, defense costs, legal fees and costs, and attorney's fees for an appeal.

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

9. **PERMITS & LICENSES**

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

Cox & Dinkins
Shandon Phase II CIP# SD8325

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

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

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

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

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

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

Cox & Dinkins
Shandon Phase II CIP# SD8325

- A. Failure by the City to appropriate funds for the performance of any of the services required in this Agreement in any annual budget;
- B. The Consultant fails to perform any of the services required in this Agreement and does not correct such deficiency within fifteen (15) days after being notified by the City of such deficiency;
- C. Force Majeure;
- D. The City, at its sole option and discretion, has the right to terminate this Agreement for any reason whatsoever. A termination for default under this Agreement, if wrongfully made, shall be treated as a termination for convenience under this clause;
- E. Upon expiration of the term of this Agreement; and
- F. By mutual agreement.

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

Cox & Dinkins
Shandon Phase II CIP# SD8325

13. **OWNERSHIP OF PROJECT** - All data, documents or other information of any description generated by or used by the Consultant or any Subconsultant retained by the Consultant and related to the services required by this Agreement shall be the property of the City and shall not be used by the Consultant for any purpose whatsoever except to perform the services required by this Agreement.
14. **OWNERSHIP OF PROJECT DOCUMENTS** - All data, documents or other information of any description generated by or used by the Consultant or any Subconsultant retained by the Consultant and related to the services required by this Agreement shall be the property of the City and shall not be used by the Consultant for any purpose whatsoever except to perform the services required by this Agreement.
15. **NOTICE** - All notices and communications in connection with this Agreement will be addressed to the following:

City of Columbia

Name: Office of Procurement and Contracts
Title: Purchasing Agent
Address: 1800 Main Street
Second Floor
Columbia, SC 29201
Phone: (803) 545-3470
Fax: N/A
Email: procurement@columbiasc.gov

Cox & Dinkins

Name: Darren Holcombe
Title: Position Title
Address: 724 Beltline Boulevard
Columbia, SC. 29205
Phone: 803-765-6250
Email: dholcombe@coxanddinkins.com,

16. **CONSENT DECREE** Non-Applicable

- A. The services performed by the Consultant pursuant to this Agreement are required in whole or in part to satisfy the terms of the Consent Decree entered by the United 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

Cox & Dinkins
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by reference herein. The Consultant shall perform the services pursuant to this Agreement in conformity with the terms of the Consent Decree as required by Paragraph 5 therein.

- B. In addition to the requirements above, the Consultant shall comply with the document retention requirements of Paragraph 68 of the Consent Decree which includes, but is not limited to, the obligation to preserve all non-identical copies of all documents, records, or other information (including documents, records, or other information in electronic form) in the Consultant's possession or control that relate in any manner to the Consultant's performance under this Agreement ("Preserved Documents"). Upon the Consultant's performance of all services required under this Agreement, the Consultant shall provide the City with all Preserved Documents. In addition to the requirements above, the Consultant shall provide the City with all Preserved Documents upon termination of this Agreement.

- C. Upon the occurrence of a force majeure event as defined in Paragraph 55 of the Consent Decree, the Consultant shall provide notice to the City's Director of Utilities and Consulting in person, by phone, or by electronic mail within twenty-four (24) hours of when the Consultant first knew or should have known that the event might cause a delay. Within three (3) days thereafter, the Consultant shall provide written notice in accordance with Section XII above to include the following information: an explanation and description of the reasons for the delay; the anticipated duration of the delay; all actions taken or to be taken in an effort to prevent or minimize the delay; a schedule for implementation of any measures to be taken in an effort to prevent or mitigate the delay or the effect of the delay; and the Consultant's rationale for attributing such delay to a force majeure event. The Consultant shall include with any notice all available documentation supporting the claim that the delay was attributable to a force majeure event.

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- D. The Consultant shall reimburse the City the amount of any stipulated penalties imposed on the City pursuant to Paragraph 47 of the Consent Decree if the Consultant neglects, fails, or refuses to meet the deadlines set forth in Exhibit C attached hereto. The Consultant agrees that any failure to meet such deadlines will result in the City's failure to meet the deadlines set forth in the Consent Decree except in the event of force majeure notice by the Consultant that results in the extension of said deadline by the U.S. Environmental Protection Agency under the Consent Decree. The City reserves all other remedies available for the Consultant's failure to perform pursuant to the Agreement.
- E. The Consultant shall perform the services pursuant to this Agreement using sound consulting practices as set forth in Paragraph 9 of the Consent Decree.

17. MISCELLANEOUS

- A. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and the Consultant.
- B. The Consultant shall be responsible for performance of all services required by this Agreement. The Consultant does not act as the City's agent or employee.
- C. The Consultant will not assign or sublet its obligations to perform the services required by this Agreement without the written consent of the City. The Consultant shall be as fully responsible to the City for the acts and omission of its Subconsultants, as it is for the acts and omissions of persons directly employed by the Consultant.

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

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

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

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

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

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

"Anything of value" includes, but is not limited to, lodging, transportation, entertainment, food, meals, beverages, money, gifts, honorariums, discounts and interest-free loans.
- K. In carrying out services under this Agreement, the Consultant shall not discriminate against any employee or applicant for employment because of

Cox & Dinkins
Shandon Phase II CIP# SD8325

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

- L. This Agreement shall be binding upon the respondent and upon its successors and assignees. This Agreement shall be binding upon the City in accordance with its terms and provisions.
- M. All of the reports, information, data, records or documents of any kind, prepared or assembled by the Consultant under this Agreement are matters of public record, but that the Consultant agrees that they shall only be made available to any individual or organization by the City and the Consultant shall not make them available to any individual or organization without the prior written approval of the City.
- N. Every exhibit, schedule and appendix attached to this Agreement and referred to herein is hereby incorporated into this Agreement by reference unless this Agreement expressly provides otherwise. This Agreement, exhibits and other documents include, but are not limited to the Conflict of Interest Statement, Non-collusion Affidavit, Business Information Record for Subconsultants /Subcontractors, Local Business Enterprise, and Mentor Protégé Implementation forms are incorporated by reference in this Agreement and

Cox & Dinkins
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set forth the entire understanding between the parties hereto regarding the
subject matter hereof.

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

CITY OF COLUMBIA, SOUTH CAROLINA

Witness

Teresa Wilson, City Manager

Date: _____

Cox & Dinkins

DARREN K. HOLLOMBE
SENIOR VP

Print: Name/Title

Signature

Date: 1/16/19

Recommended by:

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

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

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

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APPROVED AS TO FORM
2017-7698
Legal Department City of Columbia SC

Cox & Dinkins
Shandon Phase II CIP# SD8325

List of Exhibits

Exhibit A – Statement of Work

Exhibit B – Compensation

Exhibit C – Project Schedule

Exhibit D – Sub Consultant Business Information

Exhibit E- Invoicing Procedures

Exhibit F – Prompt Payment Affidavit

Exhibit G – Implementation Plan

EXHIBIT A

SCOPE OF SERVICES

**City of Columbia
CIP # SD8325
Shandon Phase II**

The services performed as a part of this Scope of Service include providing technical consulting support to the City of Columbia (CITY) in updating and expanding the former drainage analysis performed by Cox and Dinkins, Inc. in October 2014. The former study identified localized flooding areas within the Shandon-Rosewood watershed and recommended alternative design scenarios to alleviate flooding and surcharging of the stormwater system. The project scope shall generally consist of:

- An updated evaluation of the hydrology for the Shandon-Rosewood watershed
- An updated evaluation of the hydraulic capacity of the stormwater network within the Shandon-Rosewood watershed including open conveyances.
- The addition of limited outfall data to study area
- Meetings with homeowners to gather input on areas prone to flooding and to discuss design alternatives with them.
- Analysis of design alternatives to alleviate flooding and surcharging within the stormwater system, prioritization of design options based on financial cost, construction timeline, and overall benefit to stormwater network.
- Compile alternatives, recommendations, approximate cost data, schedules, and phasing into a report to be presented to both the CITY and the homeowners.

TASK 100 – Evaluation and Design Phase Administration

110 General Project Administration

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

- Participate in design review meetings with the CITY as outlined.
- Provide monthly invoicing and schedule updates pertaining to Consultant's portion of the work to the CITY. Provide a detailed project schedule within one week of execution of the Contract.
- Consultant will invoice monthly and include amounts invoiced by sub-consultants in accordance with the City's invoicing procedures.

120 Coordination Meetings

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

- Kickoff meeting
- Meeting to discuss potential strategies to be considered during the modeling and alternatives analysis
- 2-3 meetings during the modeling and alternatives analysis
- Meeting to share modeling and analysis results and review preliminary recommendations
- Meeting with CITY to discuss final recommendations, phasing, constructability issues, approximate costs, and moving to actual design of recommended projects

130 Project Management & Coordination with the CITY

- Consultant will communicate with the CITY through a single point of contact, Consultant's Project Manager: Darren Holcombe.
- Consultant will utilize SharePoint (or other available program) provided by the CITY to share and file documentation of project progress, data, decisions, deliverables, design and management of the project.
- Consultant will conduct coordination meetings as outlined in Task 120 of this agreement.

140 Public Outreach

- One public meeting at the onset of the project to introduce project and project team to the homeowners and other stakeholders. At this meeting we will gather information from the public on areas prone to flooding.
- One public meeting to share preliminary recommendations with the homeowners and invite their comments.
- One public meeting to share final report with homeowners and inform them of the schedule, phasing, constructability issues, etc, of the recommended projects.
- The public meetings will be three hours.
- Cox and Dinkins will provide limited presentation materials.
- The CITY will be responsible for providing meeting space and public outreach: mailers, signs, and other methods.
- The CITY will be responsible for providing refreshments should they be desired.

150 Mentor-Protégé Program

- Cox and Dinkins does not plan on utilizing our Protégé during the study phase of this project. However our Protégé will be utilized once we move to design of the recommended storm drainage improvements so that we meet the goals of the CITY's Mentor/Protégé program.

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

210 General Data Collection, Field Recon and Coordination

- Field Survey tasks described in Section 300
- Geotechnical field tasks described in Section 400
- Cox and Dinkins will coordinate with the CITY to obtain existing utility mapping in the project area.
- Cox and Dinkins will obtain county tax map records for identifying property potentially affected by the projects recommended by the study.
- Cox and Dinkins will obtain SCDOT and CITY plans and record drawings as necessary to supplement the drainage study.
- Cox and Dinkins will may contact drainage product engineers, contacts within other urban areas, and other people and resources to research urban stormwater management strategies, as we deem appropriate.
- Cox and Dinkins personnel will visit specific areas of the site as necessary to observe runoff and flooding or to collect additional data as necessary.

220 Alternative Analysis

- Cox and Dinkins will coordinate a meeting with CITY staff to discuss potential stormwater management strategies. These strategies could include above ground detention/infiltration, below ground detention/infiltration, bypass pipes, pipe upgrades, incremental detention in oversized pipes or chambers, parks that double as detention basins, pervious pavements, or other strategies discovered during our initial research.
- Cox and Dinkins and the CITY will host the first public meeting with the homeowners to introduce the project, the project team, and discuss areas prone to flooding and potential stormwater management strategies.
- Cox and Dinkins will analyze several scenarios and models using the strategies that the CITY has agreed to move forward with as options. The purpose will be to reduce flooding and increase stormwater management capacity.
- At intervals during the study, Cox and Dinkins and the CITY will conduct progress meetings (described in Section 120).

- Once the modeling and alternatives analysis is complete, Cox and Dinkins will meet with CITY staff to make preliminary recommendations and review preliminary cost analysis, constructability issues, and scheduling issues.
- Once the CITY has agreed with the recommendations, we will coordinate a second meeting with homeowners and other stakeholders to discuss the preliminary recommendations.
- Cox and Dinkins will then finalize preliminary recommendations by documenting cost analysis, constructability issues, phasing, and schedule. A meeting to discuss these items will be held with CITY staff.
- Cox and Dinkins will finalize the drainage study report.
- Cox and Dinkins will present the report to the CITY and begin discussions on beginning design of the recommended improvements to include engineering scope and fee, schedule, and phasing.
- Cox and Dinkins and the CITY will host a final meeting with homeowners to share finalized report, schedule and phasing of proposed construction projects.

230 Preliminary Agency Coordination and Meetings

Not used

240 Preliminary Utility Coordination and Meetings

Not used

250 Establishing Design Criteria

Not used

260 Opinion of Probable Construction Cost and Schedule

- As part of the alternative routing analysis the Consultant will prepare opinions of probable construction cost and schedules as described in Section 220.

270 Preliminary Design Reviews

Not Used

280 Final Report

- Cox and Dinkins will deliver three hard copies and one digital copy of the final report to the City as described in Section 220.

TASK 300 – Survey and Utility Mapping

Cox and Dinkins will conduct limited topographic surveys at sections of the outfall ditch(s) to assess its drainage capacity between Live Oak Street and Plowden Road. Because the drainage improvements could increase flows downstream, the adjacent outfall ditch needs to be added to the project area. The scope allows for 10 days of field crew time to conduct these limited surveys.

340 Geotechnical Survey

Not Used

TASK 400 – Geotechnical Investigation

410 Field Investigation

- CITY is to provide Cox and Dinkins with any geotechnical data in the project area that they may have, and agrees that Cox and Dinkins can rely upon this data.
- Cox and Dinkins will retain a geotechnical subconsultant to measure depth of groundwater and infiltration rates in limited areas where above ground detention/infiltration, under ground detention, or other strategies may be considered.
- This scope allows for up to 10 infiltration tests.
- This scope allows for up to 10 groundwater depth tests.

TASK 500 – Final Design

There is no final design scope as a part of this scope of services.

510 Roadway Coordination (City, Town, County, State, Federal)

Not Used

520 Utility Coordination

Not Used

530 Not Used

540 Project Plans and Specifications

Not Used

550 Regulatory Agency Coordination

Not Used

560 Opinion of Probable Construction Cost and Schedule

Not Used. The cost estimates to be included in the study are included in Task 200.

570 Design Reviews

Not Used

TASK 600 – Permits and Property

610 Property and Right-of-Way Assistance

- Any project recommended in the final report will investigate if rights-of-way, easements, or other property acquisition is required.

620 Permits

Not Used

TASK 700 – Bidding and Award

710 Not Used

720 Not Used

730 Not Used

TASK 800 – Engineering Services During Construction

810 General Administration of Construction Contract

Not Used

820 Submittal & Pay Application Review

Not Used

830 Change Management

Not Used

840 Completion Monitoring & Documentation

Not Used

850 Periodic Construction Observation

Not Used

TASK 900 – Full Time Construction Inspection

Not Used

TASK 1000 – Project Closeout

1010 Record Drawings

Not Used

1020 Punch List and Final Inspection

Not Used

1030 O&M Submittals

Not Used

1040 Digital Information Submittals

Not Used

1050 Final Notice of Acceptability of the Work

Not Used

1060 SCDHEC Permits to Operate

Not Used

TASK 1100 – Additional Services

1110 General Task

The below items are not included in this scope for this project, but the CITY may chose to amend this Agreement so that Consultant may furnish additional services such as those listed below (but not limited to):

- Additional Surveying outside of original scope
- Flood Study or Flood Impact Analysis
- Professional engineering services related to additional or extended design, bidding, and construction services.
- Additional meetings with homeowners and agencies beyond those scheduled in the agreement.
- Public outreach.

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

Shandon Drainage Study - Fee Estimate 10/10/2018

Task Description	Personnel	Hours	Hourly Rate	Extended
110 General Project Administration				
Monthly Invoicing	Administrative	24	\$ 40.00	\$ 960.00
Scope and Fee, Pre-planning	Principal Engineer	12	\$ 160.00	\$ 1,920.00
	Senior Engineer	40	\$ 145.00	\$ 5,800.00
120 Coordination Meetings				
Kickoff Meeting	Principal Engineer	2	\$ 160.00	\$ 320.00
	Senior Engineer	4	\$ 145.00	\$ 580.00
Meeting to discuss potential strategies/alternatives	Principal Engineer	4	\$ 160.00	\$ 640.00
	Senior Engineer	8	\$ 145.00	\$ 1,160.00
Meetings during modeling and analysis (3 meetings)	Principal Engineer	9	\$ 160.00	\$ 1,440.00
	Senior Engineer	18	\$ 145.00	\$ 2,610.00
Meeting to share modeling results/preliminary recomm.	Principal Engineer	4	\$ 160.00	\$ 640.00
	Senior Engineer	8	\$ 145.00	\$ 1,160.00
Meeting to discuss final recomm./phasing/costs	Principal Engineer	4	\$ 160.00	\$ 640.00
	Senior Engineer	8	\$ 145.00	\$ 1,160.00
130 Project Management and Coordination with CITY				
Communicatin/Corresp. With CITY	Principal Engineer	80	\$ 160.00	\$ 12,800.00
140 Public Outreach				
Public Meetings (3 meetings)	Principal Engineer	9	\$ 160.00	\$ 1,440.00
	Senior Engineer	9	\$ 145.00	\$ 1,305.00
Public Meeting Preparation	Principal Engineer	1	\$ 160.00	\$ 160.00
	Senior Engineer	8	\$ 145.00	\$ 1,160.00
210 General Data Collection, Field Recon and Coordination				
Existing Utilities and record drawings collection	Senior Engineer	24	\$ 145.00	\$ 3,480.00
Tax map records for properties to be affected	Senior Engineer	16	\$ 145.00	\$ 2,320.00
outreach and research into strategies and products	Senior Engineer	40	\$ 145.00	\$ 5,800.00
site visits to observe flooding or collect additional data	Senior Engineer	40	\$ 145.00	\$ 5,800.00
220 Alternative Analysis				
Modeling, Scenario Analysis	Principal Engineer	120	\$ 160.00	\$ 19,200.00
	Senior Engineer	800	\$ 145.00	\$ 116,000.00
Cost Analysis of proposed improvements	Cost Consultant	Allowance	Lump Sum	\$ 25,000.00
Constructability analysis phasing, and schedule	Principal Engineer	40	\$ 160.00	\$ 6,400.00
	Senior Engineer	80	\$ 145.00	\$ 11,600.00

Compile final report	Principal Engineer	20	\$	160.00	\$	3,200.00
	Senior Engineer	160	\$	145.00	\$	23,200.00
300 Surveying and Mapping						
Additional surveying of outfall ditch(s)	Professional Surveyor	12	\$	95.00	\$	1,140.00
	Survey Party	90	\$	125.00	\$	11,250.00
400 Geotechnical Investigation						
10 infiltration tests	Each	10	\$	3,500.00	\$	35,000.00
10 groundwater depth tests	Each	10	\$	1,100.00	\$	11,000.00
Reimbursables						
	Allowance			Lump Sum	\$	8,000.00
	ENGINEERING FEE TOTAL:					\$ 324,285.00
	Software			Purchase	\$	24,475.00
				Renewal 1	\$	4,080.00
				Renewal 2	\$	4,080.00
	GRAND TOTAL:					\$ 356,920.00

EXHIBIT C: PRELIMINARY SCHEDULE - SHANDON DRAINAGE STUDY

Assuming Notice to Proceed January 2019

Task	Time	Dates
1 Research, planning, initial meetings with city	4 weeks	January 2019
2 Initial meeting with homeowners	1 week	February 2019
3 Survey field work	6 weeks	February 2019-March 2019
4 Modeling alternatives (includes regular meetings with City)	5 months	March 2019-July 2019
5 Meet with city to share preliminary recommendations	1 week	August 2019
6 Second meeting with homeowners	1 week	August 2019
7 Cost estimates for proposed projects	4 weeks	August 2019
8 Constructability, phasing, construction schedule	4 weeks	August 2019
9 Meet with city to discuss the above items	1 week	September 2019
10 Compile report	4 weeks	September 2019-October 2019
11 Present final report to City and plan phase 2	1 week	October 2019

SUBCONSULTANT BUSINESS INFORMATION**Business Information Record for Subconsultants/Subcontractors**

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

Project: Shandon Drainage Study

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

Business Name (as shown in SAM.gov) / Address / DUNS # & CAGE #	Contact Name & Telephone	Services and/or Materials Provided	Cost of Services and/or Material (\$ Value)	Percentage of Total Contract	MBE, WBE, SBE, DBE, LBE (indicate all that apply)	Is your Business CDBE Approved? Yes or No
F&ME Consultants 3112 Devine Street Columbia, SC 29205 DUNS: 043692631 CAGE Code: 7EXW6	Mr. Shawn Epps 803-254-4540	Geotechnical Engineering	\$39,500	11.1%	No	
Cumming, Inc. 720 Lady Street Columbia, SC 29201 DUNS: 018124755 CAGE Code: 1UFZ2	Mr. Jeremy Holt 803-312-1005	Cost Estimating	\$25,000	7.0%	No	

TOTAL: \$64,500

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

Business Name: Cox and Dinkins, Inc.

Representative Name / Title: 2825 / senior engineer

Date: October 30, 2018

EXHIBIT E
Invoicing Procedures

1. The City's Project Manager or his/her designee must review all invoices prior to payment.
2. The Engineer's invoice must contain sufficient detail by task and resource and should be easily traceable to the work completed on the project schedule. Descriptions used in the project schedule shall match those descriptions contained in the Engineer's invoice.
3. The work completed on the Engineer's project schedule must be the basis for full or percentage of completion payment on the Engineer's invoice.
4. The Engineer will not request payment for taxes on Professional Services, labor or installation fees.
5. The Engineer will not invoice, or request payment for any equipment or services that may be specified in this Agreement prior to the delivery of said equipment or performance of said services.
6. The Engineer shall adhere to an agreed-upon delivery schedule for equipment and/or services. This is to ensure that the City does not have to pay for the advanced delivery of equipment that it was not expecting in that timeframe and/or have to warehouse or make space for unanticipated equipment deliveries. Exceptions to this requirement must be approved by the City in writing.
7. All invoices shall include a valid Purchase Order number on the bill; if emergency purchases are required for any reason before a purchase order number is available, a copy of the emergency request for purchase should accompany the Engineer's invoice.
8. The Engineer shall name a representative that will be responsible for reviewing all invoicing concerns that the City may have concerning this project.

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

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

N. Prompt Payment to Subcontractors and Material Suppliers – Exhibit F

Cox & Dinkins
Shandon Phase II- SD8325
Exhibit E

1. The Engineer is required to pay all Subcontractors and material suppliers for all work that the Subcontractor has satisfactorily completed, no later than twenty (20) calendar days after the Engineer has received payment from the City.
2. In addition, all Retainage amounts received from the City by the Engineer must be paid by the Engineer to the Subcontractor no later than fourteen (14) calendar days after the Subcontractor has, in the opinion of the Assistant City Engineer for Construction or his/her designee, satisfactorily completed its portion of the Work.
3. A delay in or postponement of payment to the Subcontractor or material supplier requires good cause and prior written approval of the Assistant City Engineer for Construction or his/her designee.
4. The Engineer is required to include, in each subcontract, a clause requiring the use of appropriate arbitration mechanisms or other method to resolve all payment disputes.
5. The City will not pay the Engineer for work performed unless and until the Engineer ensures that the Subcontractors have been promptly paid for the work they have performed under all previous payment requests, as evidenced by the filing with the City lien waivers, canceled checks (if requested), and the Engineer's sworn statement that it has complied with the prompt payment requirements. The Engineer must submit a Prompt Payment Affidavit, Subcontractor list which identifies each Subcontractor (both DBE and non-DBE) with their contract values and the date and amount of the last payment to such Subcontractor(s), with every payment request filed with the City, except for the first payment request, on every Agreement with the City.
6. Failure to comply with these prompt payment requirements is a breach of this Agreement. The City reserves the right to pursue any and all remedies permitted under law for breach of contract, including, but not limited to, Engineer debarment.

EXHIBIT F - PROMPT PAYMENT AFFIDAVIT

Contractor will place a check in the appropriate box below that applies to this payment request.

Re: Payment Request No. _____

I, _____ (Name), the _____ (Title - e.g., President, Vice President, etc.) of _____ ("Company"), do state the following with regard to payments made under Contract No. _____ ("Contract"):

1. ___ Subcontractors, at the first tier, both DBE and non-DBE, who completed work and were listed for payment on the prior Payment Request No. _____, were paid no later than twenty (20) calendar days after Company received payment from the City.

2. ___ Copies of invoices and cancelled checks for subcontractors at the first tier who were paid under the prior payment request have been delivered or mailed to the Construction Management Division. In addition, Company has attached to the current Payment Request all lien waivers for prior subcontractor payments and any other documentation required by the City. (Failure to attach all required documentation to the Payment Request or forward cancelled checks and invoices to the City's Construction Management Division may cause the Payment Request to be rejected by City.)

3. ___ All retainage amounts withheld from any subcontractor who satisfactorily completed its portion of the contract work, including punch list items, were paid to the subcontractor(s) no later than fourteen (14) calendar days after it satisfactorily completed its work, whether or not City has paid said retainage amounts to Contractor. Attach a copy of the cancelled check evidencing payment of each retainage amount.

4. ___ There was no delay in or postponement of any payment owed to a subcontractor, whether periodic payment or retainage amount, except for good cause and after receipt of prior written approval from the Assistant City Engineer for Construction.

Attach a copy of the written approval from the City of Columbia.

Company Name

Signature

Print Name

Date: _____

Subscribed and sworn to before me this ____ day of _____ 20__.

Notary Public



CITY OF COLUMBIA

Office of Business Opportunities
Compliance Division
P.O. Box 147 | Columbia, South Carolina 29217
Phone: 803-545-3049 Fax: 803-545-4130

Cox & Dinkins
Shandon Phase II
SD3825 Exhibit G
Page 1 of 6

MENTOR PROTÉGÉ PROGRAM Implementation Plan

Date: 10/22/18

Project Number: CIP#SD8325

Mentor: Cox and Dinkins, Inc.

Project Name: Shandon Drainage Study
Phase II

Protégé: Palmetto Engineering Consulting
Group

Duration of the Project: 9 months

Project Contract Amount: \$356,920.00

Protégé Amount: \$0.00 for this task order

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.

This initial phase of the project is a drainage study only. Mentor and Protégé both agree that it would be difficult to subcontract a portion of this task order from Mentor to Protégé as it mainly involves working daily in a complex software model. It is expected that the drainage study and software model will be utilized to recommend specific projects to improve drainage in the Shandon/Rosewood area. Through discussions with City engineering staff, it is expected that our mentor/protégé team will be hired to complete the engineering design for these projects in the future. The Mentor does expect to subcontract significant portions of these projects to the Protégé (including possibly an entire design project) in order to meet the goals of the mentor/protégé program. The Protégé will have the opportunity to complete engineering design and construction documents for these projects with the Mentor providing QC/QA.

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 Mentor will subcontract engineering tasks or projects to the Protégé so that the Protégé can provide design services. The Mentor will provide QC/QA to assist the Protégé. If provided the opportunity, the Mentor will subcontract adequate services to the Protégé to meet the goals stated throughout the entirety of our on-call storm drainage contract.



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3. How will the team focus on developing protégé's business and implementing the actions necessary to obtain results reflected in the Mentor-Protégé Agreement? Identify milestones, thresholds, or other indicators team that would indicate success is being achieved.

For the entirety of the on-call storm drainage contract, the Mentor will:

- Provide 20% of scope and fees to the Protégé per the agreement
- Provide QC/QA of Protégé's plans and production materials and hold meetings to discuss - findings and areas of improvement.
- From task order to task order monitor progress/development of plans and production materials.
- Provide CAD resources and support to the Protégé

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 responsibility:

- Senior project management and QC/QA
- Project management and project engineers
- Survey crews and equipment
- Swim XP drainage modeling software
- AutoCAD Civil 3D design software
- All necessary computers/hardware
- Insurance in accordance with City of Columbia requirements

Protégé:

- Project management and project engineers
- AutoCAD Civil 3D design software
- All necessary computers/hardware
- Insurance in accordance with City of Columbia requirements

Subconsultants:

- Geotechnical engineers and equipment necessary for infiltration and ground water testing
- Cost consultants and expertise and software necessary for cost analysis



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Special Arrangements:

5. What scope of work to be performed by each participant of the MPP team?

a. Description of Mentor's responsibilities:

- The initial study phase will be performed entirely by the Mentor
- Later phases including engineering designs will be a joint effort of Mentor and Protégé
- Mentor will provide all surveying for all phases
- Mentor will provide QC/QA for all phases of projects
- Construction administration of future phases will be a joint effort of Mentor and Protégé

b. Description of Protégé's responsibilities on project:

- Engineering design and construction plans for later phases/specific projects
- Construction administration

c. Description of responsibilities that will be completed as a team:

- Engineering design and construction plans for later phases/specific projects
- Construction administration

6. What is the anticipated duration (in months) of each major phase of the project? During which phases will the Protégé be utilized?

Study Phase: 9-months

Engineering phase: 2-years (Protégé utilized)

Construction phase: TBD (Protégé utilized)

7. How will the team comply with and maintain the focus on the requirements of the program for the duration of the project?

Regularly scheduled meetings

QC/QA of plans and construction documents

Assessment of subcontracting goals (20%) at each assignment to make sure that goals for the overall contract are on track.

8. What are the team's specific, quantitative goals and milestones for the current project?

20% Protégé utilization over the contract

Possibly one project where design is completely performed by the Protégé (QC/QA by Mentor)



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9. Outline of Regularly Scheduled meeting between Mentor and Protégé (Progress reporting).

Quarterly over the life of the contract.
Monthly during active design projects.
Other key milestones are to be determined.

10. Define payment schedule and financial terms identifying milestones for initial, progress and final payments.

Protégé will invoice Mentor by the end of each month during an active design project.
Mentor will pay protégé within 14 days of receipt of payment by the City of Columbia.
Mentor will monitor total contract amount and Protégé total contract amount during the on-call contract to ensure that the goals of the program are met.

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.)

Subconsultant's Name	Telephone	Address	Who will they report to?	Contract Amount	MPP, MBE, WBE, SBE	Percentage of Contract
F&ME Consultants	803-264-4540	3112 Devine Street Columbia, SC 29205	Cox and Dinkins	\$39,500	No	11.1%
Cumming, Inc.	803-258-1989	720 Lady Street Columbia, SC 29201	Cox and Dinkins	\$25,000	No	7.0%



We Are Columbia

CITY OF COLUMBIA

Office of Business Opportunities
Compliance Division

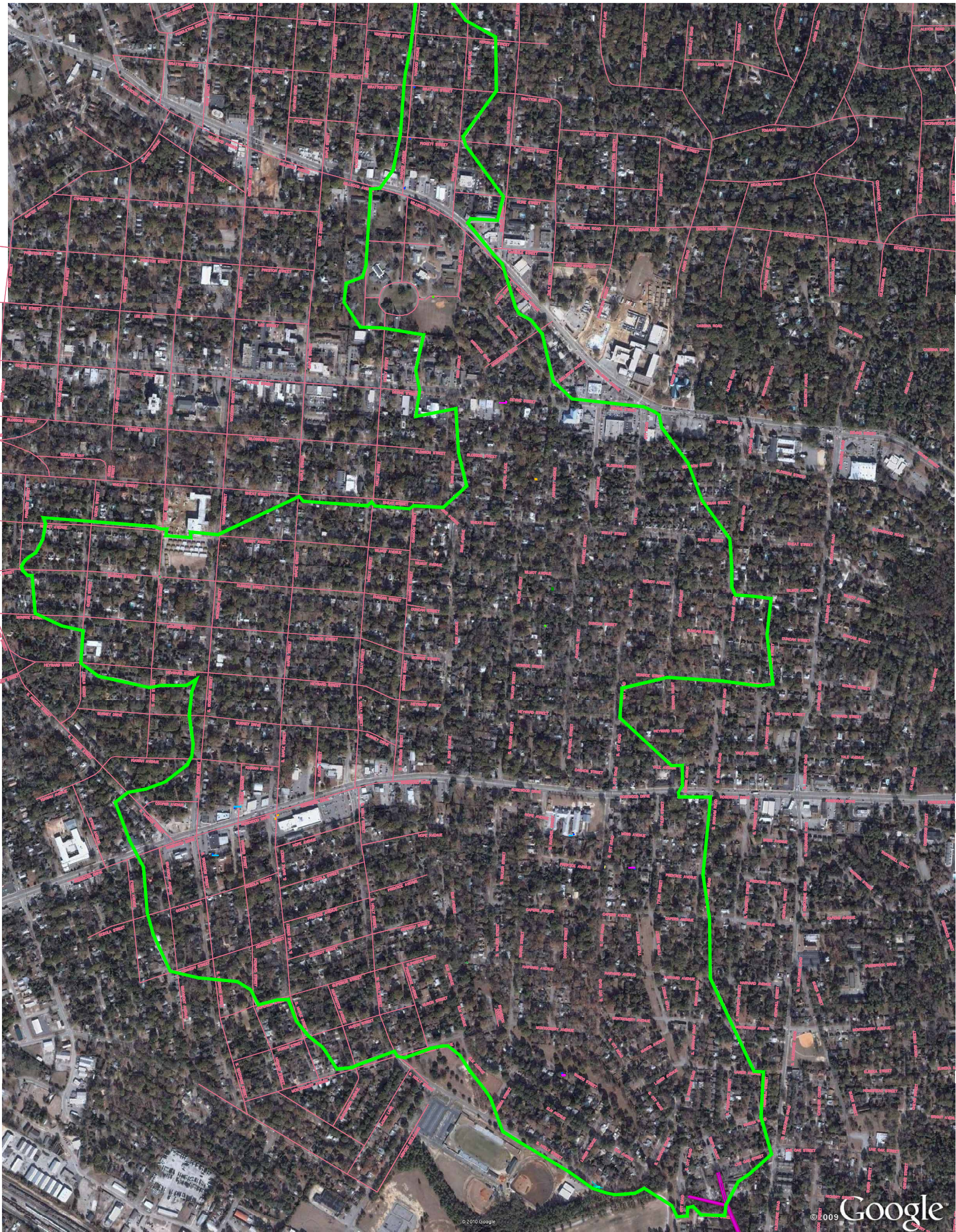
P.O. Box 147 | Columbia, South Carolina 29217
Phone: 803-545-3049 Fax: 803-545-4130

RECOMMENDED FOR APPROVAL:

EXECUTED by the Office of Business Opportunities, Compliance Division on this 27 day of
NOVEMBER, 2018.

By: Juliet Mully

Title: Compliance Specialist



PROJECT: SHANDON DRAINAGE STUDY PHASE 2 LOCATED IN THE CITY OF COLUMBIA RICHLAND COUNTY, SOUTH CAROLINA LOCATION MAP	ISSUE DATES / REVISIONS <table border="1"><thead><tr><th>No.</th><th>DATE</th><th>DESCRIPTION</th></tr></thead><tbody><tr><td>1</td><td></td><td></td></tr><tr><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td></tr></tbody></table>		No.	DATE	DESCRIPTION	1												CERTIFICATE OF AUTHORIZATION SEAL OCTOBER 2018	COX AND DINKINS ENGINEERS - SURVEYORS COX AND DINKINS, INC. 724 BELTUNE BLVD. COLUMBIA, SC 29205 803-254-0518 Fax: 803-745-0993 Email: cdinfo@coxanddinkins.com	PREPARED FOR: CITY OF COLUMBIA DEPARTMENT OF UTILITIES & ENGINEERING 1136 WASHINGTON STREET P.O. BOX 147 COLUMBIA, SC 29217-0147 803-545-3400 Fax: 803-733-8674
	No.	DATE	DESCRIPTION																	
	1																			

G:\Pro\1458 Rosewood Shandon Drainage\DRAWINGS\SHANDON DRAINAGE BASIN-Presentation UPDATED 05-13-11.dwg, Plotted By: SNN, Plotted: Oct 30, 2018 - 12:21pm

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We Are Columbia

MEETING DATE: February 19, 2019

DEPARTMENT: Procurement and Contracts

FROM: *Sandra Wright, Purchasing Agent*

SUBJECT: Council is asked to approve an Agreement for Project SS7470; Lower Crane Creek Sewer Relief Phase I, as requested by Columbia Water. Award to Weston & Sampson in the amount of \$768,835.00. This firm is located in Columbia, SC

PURPOSE: This is a Clean Water 2020 Program Project and Mentor Protégé Program Project. Weston & Sampson of Columbia, SC is the Mentor and will provide technical consulting for a sewer line capacity enhancement project, to include the evaluation of alternative alignments, and engineering services at 60.6 % (\$465,735.00) of the contract value. Carper Civil Consulting of Columbia, SC (DBE(W)) is the Protégé and will provide engineering design at 20.1 % (\$154,600.00) of the contract value.

The following sub-consultants will provide additional services:

Glenn Associates Surveying, of Jenkinsville, SC will provide services at 10.3% (\$79,200.00) of the contract value.

Civil Engineer Consulting Services, of Columbia, SC will provide services at 1.6% (\$12,000.00) of the contract value.

F&ME Consultants, of Columbia, SC will provide services at 5.5% (\$42,300.00) of the contract value.

Cygnus Environmental, of Cordesville, SC will provide services at 1.9% (\$15,000.00) of the contract value.

REQUISITION NO.: R195655

FUNDING SOURCE AND ORIGINAL BUDGET AMOUNT: Funding Source: 5529999-SS747001-658650. - The original budget amount is \$1,000,000.00.

ORIGINAL BUDGET: \$768,835.00

BUSINESS PROGRAM: Mentor Protege Program

CLEAN WATER 2020?: Yes

STRATEGIC GOALS: Provide high quality municipal services

The above referenced Agreement is to compensate the Consultant for providing technical support for Lower Crane Creek Sewer Relief Phase 1. The service being provided will encompass the following:

Task 100- Evaluation and Design Phase Administration

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

Task 300- Survey and Utility Mapping

Task 400- Geotechnical Investigation

Task 500- Final Design

Task 600- Permits and Property

Task 700- Bidding and Award

Task 800- Engineering Services During Construction

Task 1000- Project Closeout

Task 1100- Additional Services

Services to be performed will impact City Council District 1. The Office of the City Attorney has reviewed the Agreement and The ACM for Columbia Water and the Director of Utility Operations recommend its approval.

ATTACHMENTS:

- **#a:** Weston &Sampson Engineers, Inc. Lower Crane Creek Sewer Relief Phase I-SS7470 (PDF)
- **#b:** SS7470 Project Location Map (PDF)

Weston & Sampson Engineers, Inc.
Lower Crane Creek Sewer Relief Phase I-SS7470



AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is being awarded under procurement method RFQ 011-16-17-NMJ Major/Minor Wastewater Collection Services.

1. **PURPOSE** – This Agreement is entered into as of the date of the last signature affixed hereto, by and between the City of Columbia, South Carolina (hereinafter referred to as the "City") and Weston & Sampson Engineers, Inc., (hereinafter referred to as the "Consultant"), to provide technical consulting support for a sewer line capacity enhancement project, to include the evaluation of alternative alignments, and engineering services during the design process for the City of Columbia, SC.

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

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

The Consultant's services shall be performed in a manner consistent with that degree of skill and care ordinarily exercised by practicing design professionals performing similar services in the same locality, at the same site and under the same or similar circumstances and conditions. The Consultant makes no other representations or warranties, whether expressed or implied, with respect to the services rendered hereunder.

Weston & Sampson Engineers, Inc.
Lower Crane Creek Sewer Relief Phase I-SS7470

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

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

4. **TERM OF AGREEMENT** – The term of the Agreement is the date of the execution of this Award or a Notice to Proceed for an initial term of 27 months, or at such time total compensation provided for herein is reached, whichever is later.

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

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

6. **COMPENSATION** – (See Exhibit B)

A. The total compensation to be paid by the City to the Consultant under this Agreement shall not exceed Seven Hundred Sixty-Eight Thousand, Eight Hundred Thirty-Five Dollars and No/100 (\$768,835.00).

B. The Engineer shall submit invoices no more frequently than monthly for services rendered during each phase of the Project. Each invoice submitted must describe the services for which payment is requested, show payment calculations and specify the person(s) rendering such service(s). Engineer must invoice monthly regardless of work being completed during that

Weston & Sampson Engineers, Inc.
Lower Crane Creek Sewer Relief Phase I-SS7470

period. If no work is completed, a zero balance invoice should be submitted. **Each invoice must also clearly identify any portion of the fee invoiced for subcontracted services, including any such services that are specified in the Summary of Proposed Subconsultants shown on Exhibit D hereto.**

Each invoice shall bear the signature of the Engineer, whose signature shall certify that the information contained in the invoice is true and accurate and that the invoice amount is currently due and owing. The City will not pay interest or penalty on any past due amount.

C. Invoicing Procedure: See Exhibit F

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

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

1. The Consultant is required to pay all Subconsultants and material suppliers for all work that the Subconsultant has satisfactorily completed, no later than twenty (20) calendar days after the Consultant has received payment from the City.
2. In addition, all retainage amounts received from the City by the Consultant must be paid by the Consultant to the Subconsultant no later than fourteen (14) calendar days after the Subconsultant has, in the opinion of the Assistant City Engineer for Construction or his/her designee, satisfactorily completed its portion of the Work.
3. A delay in or postponement of payment to the Subconsultant or material supplier requires good cause and prior written approval of the City's Assistant City Engineer for Construction or his/her designee.

**Weston & Sampson Engineers, Inc.
Lower Crane Creek Sewer Relief Phase I-SS7470**

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

5. The City will not pay the Consultant for subsequent work performed unless and until the Consultant ensures that the Subconsultants have been promptly paid for the work they have performed under all previous payment requests, as evidenced by the filing of City lien waivers, canceled checks (if requested), and the Consultant's sworn statement that it has complied with the prompt payment requirements. The Consultant must submit a Prompt Payment Affidavit, Subconsultant list that identifies each Subconsultant (both Disadvantaged Business Enterprises (DBEs) and non-DBEs) including Subcontract values and the date and amount of the last payment to such Subconsultant(s). That documentation must be provided with every payment request submitted to the City, except for the first payment request.

6. Failure to comply with these prompt payment requirements is a breach of this Agreement. The City reserves the right to pursue any and all remedies permitted under law for breach of contract, including, but not limited to, Consultant debarment.

E. Affirmative Action Procurement and Contracting Goals:

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

**Weston & Sampson Engineers, Inc.
Lower Crane Creek Sewer Relief Phase I-SS7470**

contracting offerings.

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

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

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

F. Subcontracting Goals

Under this Agreement, the subcontracting goals are as follows:

SB Goals	_____ %
MBE	_____ %
WBE	<u>20.1</u> %
LSA	_____ %.

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

Weston & Sampson Engineers, Inc.
Lower Crane Creek Sewer Relief Phase I-SS7470

7. **MENTOR-PROTÉGÉ PROGRAM** (<http://www.columbiasc.net/business-outreach/>)

The City of Columbia encourages, where economically feasible, establishment of mentor-protégé relationships to ensure contracting opportunities for all businesses, including minority / women / small business enterprises. The Mentor-Protégé Program (MPP) helps develop private sector business relationships and enhances the contracting capabilities of minority-owned business enterprises (MBE), women-owned business enterprises (WBE), and small business enterprises (SBE). In order to provide opportunities for growth and to encourage hands-on business relationships, certain capital improvement projects may be designated by the City of Columbia as Mentor-Protégé Program projects. The City of Columbia has determined that participation in the City's Mentor-Protégé Program is required for this project. The MPP goals for this requirement are 20.1%.

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

8. **INDEMNIFICATION & INSURANCE**

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

Weston & Sampson Engineers, Inc.
Lower Crane Creek Sewer Relief Phase I-SS7470

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

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

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

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

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

Weston & Sampson Engineers, Inc.
Lower Crane Creek Sewer Relief Phase I-SS7470

- 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, with the exception of Workers Compensation and Professional Liability*.**
- 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.**

Indemnification for General Liability: To the fullest extent permitted by law and except with respect to damages, liabilities, and costs arising or alleged to arise out of the Consultant's acts, errors, or omissions in the performance of professional services, which are addressed in the paragraph below, the Consultant agrees to defend, indemnify and hold harmless the City from and against liabilities, claims, damages and costs (including reasonable attorney's fees) to the extent caused by the Consultant's performance, acts, errors or omissions under this Agreement.

Weston & Sampson Engineers, Inc.
Lower Crane Creek Sewer Relief Phase I-SS7470

Indemnification for Professional Liability: With respect to damages, costs, liabilities, and expenses that arise or are alleged to arise out of the Consultant's acts, errors, or omissions in the performance of professional services, to the fullest extent permitted by law, the Consultant agrees to indemnify and hold the City harmless from and against liabilities, damages and costs (including reasonable attorney's fees) to the extent caused by the negligence of the Consultant in performance of services under this Agreement. This indemnification expressly excludes the duty of the Consultant to defend the City. However, the absence of the duty to defend shall not preclude the City from seeking its reasonable attorneys' fees as part of its damages where and to the extent such fees are caused by the Consultant's negligence. Nothing in this paragraph shall apply to indemnification of general liability, which is addressed in the paragraph above.

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

9. **PERMITS & LICENSES**

- A. The Consultant shall be responsible for obtaining any approvals, permits and/or licenses as may be required of the Consultant in performing the services required under this Agreement. The Consultant shall be responsible for any costs relating to same.
- B. The Consultant shall be responsible for identifying the necessity for and providing any applications and supporting documentation to the City for any

Weston & Sampson Engineers, Inc.
Lower Crane Creek Sewer Relief Phase I-SS7470

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

- C. The Consultant shall answer questions and consult with the City and/or appropriate authorities as necessary to assist the City's efforts in obtaining required permits/approvals.
- D. The Consultant shall procure a City of Columbia business license while performing services under this Agreement.

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

11. **INTEREST OF CONSULTANT** – The Consultant covenants that Consultant presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be

Weston & Sampson Engineers, Inc.
Lower Crane Creek Sewer Relief Phase I-SS7470

performed under this Agreement or which is adverse to the interests of the City. The Consultant further covenants that in the performance of this Agreement no person having such interest shall be employed.

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

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

- A. Failure by the City to appropriate funds for the performance of any of the services required in this Agreement in any annual budget;
- B. The Consultant fails to perform any of the services required in this Agreement and does not correct such deficiency within fifteen (15) days after being notified by the City of such deficiency;
- C. Force Majeure;
- D. The City, at its sole option and discretion, has the right to terminate this Agreement for any reason whatsoever. A termination for default under this Agreement, if wrongfully made, shall be treated as a termination for convenience under this clause;
- E. Upon expiration of the term of this Agreement; and
- F. By mutual agreement.

Weston & Sampson Engineers, Inc.
Lower Crane Creek Sewer Relief Phase I-SS7470

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

13. **OWNERSHIP OF PROJECT** - All data, documents or other information of any description generated by or used by the Consultant or any Subconsultant retained by the Consultant and related to the services required by this Agreement shall be the property of the City and shall not be used by the Consultant for any purpose whatsoever except to perform the services required by this Agreement.
14. **OWNERSHIP OF PROJECT DOCUMENTS** - All data, documents or other information of any description generated by or used by the Consultant or any Subconsultant retained by the Consultant and related to the services required by this Agreement shall be the property of the City and shall not be used by the Consultant for any purpose whatsoever except to perform the services required by this Agreement. Any re-use of such documents without the Consultant's written verification of suitability for the specific purpose intended shall be without liability or legal exposure to the Consultant or to the Consultant's subcontractors or consultants.
15. **NOTICE** - All notices and communications in connection with this Agreement will be addressed to the following:

Weston & Sampson Engineers, Inc.
Lower Crane Creek Sewer Relief Phase I-SS7470

City of Columbia

Name: Department of Procurement & Contracts
 Address: 1800 Main Street, Second Floor
 Columbia, SC 29201
 Phone: (803) 545-3470
 Fax: N/A
 Email: procurement@columbiasc.gov

Weston & Sampson

Name: William H. Davis
 Title: Project Manager
 Address: 1201 Main Street Suite 1850
 Columbia, SC 29201
 Phone: 803-667-9904
 Fax: N/A
 Email: DavisW@wseinc.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.
- 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

Weston & Sampson Engineers, Inc.
Lower Crane Creek Sewer Relief Phase I-SS7470

provide the City with all Preserved Documents upon termination of this Agreement.

- C. Upon the occurrence of a force majeure event as defined in Paragraph 55 of the Consent Decree, the Consultant shall provide notice to the City's Director of Utilities and Engineering in person, by phone, or by electronic mail within twenty-four (24) hours of when the Consultant first knew or should have known that the event might cause a delay. Within three (3) days thereafter, the Consultant shall provide written notice in accordance with Section XII above to include the following information: an explanation and description of the reasons for the delay; the anticipated duration of the delay; all actions taken or to be taken in an effort to prevent or minimize the delay; a schedule for implementation of any measures to be taken in an effort to prevent or mitigate the delay or the effect of the delay; and the Consultant's rationale for attributing such delay to a force majeure event. The Consultant shall include with any notice all available documentation supporting the claim that the delay was attributable to a force majeure event.
- D. The Consultant shall reimburse the City the amount of any stipulated penalties imposed on the City pursuant to Paragraph 47 of the Consent Decree if the Consultant neglects, fails, or refuses to meet the deadlines set forth in Exhibit C attached hereto. The Consultant agrees that any failure to meet such deadlines will result in the City's failure to meet the deadlines set forth in the Consent Decree except in the event of force majeure notice by the Consultant that results in the extension of said deadline by the U.S. Environmental Protection Agency under the Consent Decree. The City reserves all other remedies available for the Consultant's failure to perform pursuant to the Agreement.

Weston & Sampson Engineers, Inc.
Lower Crane Creek Sewer Relief Phase I-SS7470

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

17. MISCELLANEOUS

- A. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and the Consultant.
- B. The Consultant shall be responsible for performance of all services required by this Agreement. The Consultant does not act as the City's agent or employee.
- C. The Consultant will not assign or sublet its obligations to perform the services required by this Agreement without the written consent of the City. The Consultant shall be as fully responsible to the City for the acts and omission of its Subconsultants, as it is for the acts and omissions of persons directly employed by the Consultant.

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

- D. In the event there are any disagreements between the City and the Consultant with regard to any of the requirements, specifications or interpretation of this Agreement, the Consultant agrees to defer to the reasonable interpretations of the City as, from time to time, may be made by the City. Ambiguities in the terms of this Agreement, if any, shall not be construed against the City.
- E. This Agreement shall be construed in accordance with the laws and City of Columbia Code of Ordinances and those of the State of South Carolina. The Consultant agrees to subject itself to the jurisdiction and venue of the courts of Richland or Lexington County, State of South Carolina as to all matters and disputes arising or to arise under this Agreement and the performance

**Weston & Sampson Engineers, Inc.
Lower Crane Creek Sewer Relief Phase I-SS7470**

thereof. The City may seek attorney's fees and the Consultant agrees to pay such fees as awarded by the Court or other body. No attorney's fees may be sought by, nor will be paid to, the Consultant.

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

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

- G. The failure of either the Consultant or the City to insist upon the strict performance of any provision of this Agreement shall not be deemed to be a waiver of the right to insist upon strict performance of such provision or of any other provision of this Agreement at any time. Partial payment by the City shall not be construed as a waiver. Waiver of any breach of this Agreement shall not constitute waiver of a subsequent breach.**
- H. In the event any provision of this Agreement is determined to be void or unenforceable, all other provisions shall remain in full force and effect.**
- I. This Agreement is subject to City Council approval.**
- J. The Consultant acknowledges, for itself and its Subconsultants, that it is subject to the provisions of the 1991 Ethics Reform Act (8-13-100, et seq,**

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Lower Crane Creek Sewer Relief Phase I-SS7470**

South Carolina Code of Laws, 1976, as amended). Under this Act, "A person may not, directly or indirectly, give, offer, or promise anything of value to a public official, public member, or public employee with intent to:

1. influence the discharge of a public official's, public member's, or public employee's official responsibilities;
2. influence a public official, public member, or public employee to commit, aid in committing, collude in, or allow fraud on a governmental entity; or
3. induce a public official, public member, or public employee to perform or fail to perform an act in violation of the public official's, public member's, or public employee's official responsibilities.

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

- K. In carrying out services under this Agreement, the Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation or national origin. The Consultant shall take affirmative action to ensure equal employment opportunities for all applicants for employment, without regard to their race, creed, color, religion, ancestry, sex, sexual orientation, national origin, disability or other handicap, age, marital status, or status with regard to public assistance. Such action shall include, but not be limited to, the following: employment, promotion, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant shall post in conspicuous places, available to employees and applicants for employment, notices setting

**Weston & Sampson Engineers, Inc.
Lower Crane Creek Sewer Relief Phase I-SS7470**

forth the provisions of this nondiscrimination clause. The Consultant will incorporate these nondiscrimination requirements in all subcontracts for work under this Agreement.

- L. This Agreement shall be binding upon the respondent and upon its successors and assignees. This Agreement shall be binding upon the City in accordance with its terms and provisions.**
- M. All of the reports, information, data, records or documents of any kind, prepared or assembled by the Consultant under this Agreement are matters of public record, but that the Consultant agrees that they shall only be made available to any individual or organization by the City and the Consultant shall not make them available to any individual or organization without the prior written approval of the City.**
- N. Every exhibit, schedule and appendix attached to this Agreement and referred to herein is hereby incorporated into this Agreement by reference unless this Agreement expressly provides otherwise. This Agreement, exhibits and other documents include, but are not limited to the Conflict of Interest Statement, Non-collusion Affidavit, Business Information Record for Subconsultants /Subcontractors, Local Business Enterprise, and Mentor Protégé Implementation forms are incorporated by reference in this Agreement and set forth the entire understanding between the parties hereto regarding the subject matter hereof.**

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

CITY OF COLUMBIA, SOUTH CAROLINA

Witness

Teresa Wilson, City Manager

Date: _____

Robert L. Harner, Sr. / [Signature]
Print: Name/Title Signature

Weston & Sampson Engineers, Inc.

Date: 1-29-19

Recommended by:

Joseph D. Jacob, P.E., Director of Utility Operations

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

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

APPROVED AS TO FORM

Legal Department, City of Columbia, SC

EXHIBIT A

SCOPE OF SERVICES

**City of Columbia
CIP # SS7470
LOWER CRANE CREEK SEWER RELIEF
PHASE 1**

The services performed by Weston & Sampson (CONSULTANT) as a part of this Scope of Service include providing technical consulting support to the City of Columbia (CITY) for a sewer line capacity enhancement project, including evaluation of alternative alignments, and engineering services during design, bidding and award for the project.

This project consists of the engineering design, bid and award phase services for a parallel relief sewer, or as an alternative, remove and replacement of old lines, to augment conveyance capacity for the existing gravity line running along the Crane Creek Outfall between Monticello (Rt. 215) and Fairfield Roads (Rt. 321). The proposed parallel line will run from Manhole SS-CC04-26807-MH to Manhole SS-CC02-19145-MH. This proposal is based on removing and replacing the existing gravity sewer main or adding a new 36-inch diameter gravity sewer connection line for an approximate length of 500 linear feet and a new 42-inch diameter gravity sewer line for approximately 12,000 linear feet. Exact lengths of line work will be verified as part of the study for the Preliminary Engineering Report (30% design) in coordination with CW2020 and Hazen & Sawyer.

CONSULTANT shall coordinate this project's connection with the proposed upstream project, SS7472 Upper Crane Creek Relief Sewer Phase 1, at Manhole 260-807-MH, and the downstream project, SS7465 – Lower Crane Creek Relief Sewer Phase 2. The CONSULTANT shall also evaluate this project's existing line's condition, identify and include the associated needed repairs (rehabilitation/replacement) in the final design documents for bidding and construction.

The general location of the project is shown on Figure 1 attached. The purpose of this project is to evaluate alternative routes for the upsized and/or parallel lines, per the tech memo with regard to capacity recommendations, and perform engineering and design services for permitting, bidding, and award.

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

- Public Relations
- Evaluation of Replacement Alternatives and Liner Sizing
- Engineering Services During Design and Permitting

CONSULTANT will also be participating in the City of Columbia's Mentor Protégé Program as part of this project, utilizing Carper Civil Consulting as our Protégé.

TASK 100 – Evaluation and Design Phase Administration

110 General Project Administration

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

- Maintain regular contact through the CITY's staff throughout the project.
- For Tasks 100 through Tasks 700, 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 to be submitted with a draft invoice to the CITY for review. A project schedule shall be created and updated not less than monthly in MS Project or Primavera P6. The initial detailed project schedule shall be reviewed by the CITY before proceeding with the Scope of Service. The schedule shall begin based on the date on the Notice to Proceed and shall use the calendar days as outlined in Exhibit C (Gantt schedule). All documents provided to the CITY for review and approval shall be provided in hardcopy and electronically in PDF format and loaded to SharePoint at a minimum.
- Invoice monthly and include amounts invoiced by sub-consultants in accordance with the City's invoicing procedures.
- Submit and load to SharePoint a Work Summary spreadsheet that the CITY will use to report to Cityworks® on areas that have been inspected or rehabilitated along with each monthly invoice. CONSULTANT will utilize existing CCTV, PACP, and MACP information provided by the City as part of the evaluation of possible rehabilitation options. No cleaning, CCTV, inspection, dye testing, or smoke testing are included in this scope. A sample Work Summary template will be provided by the CITY for this spreadsheet.
- Implement and adhere to internal quality control and quality assurance procedures and ensure all work performed by sub-CONSULTANTS and subcontractors meets these quality control and quality assurance procedures prior to issuance of all deliverables.
- Terminate Project Administration at the completion of Task 1000
- Up to two coordination meetings with upstream and downstream consultants.

120 Coordination Meetings (18 Total)

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

- Up to two upstream/downstream coordination meetings with other consultants.

- Up to twelve (12) monthly progress meetings will be held. These meetings include:
- A kickoff meeting at the beginning of the project and monthly progress meetings with CITY's Project Manager for duration of project of Tasks 100 through 700 and will include Review Meetings at the project milestones. At the project milestones (30-, 60-, and 90-percent) – Task 570, the CONSULTANT will compile all comments received during the meetings and respond to one consolidated set of comments from the CITY utilizing the CITY's Standard Comment Form. Responses to the comments will be checked for acceptance by individual commenters before being accepted and closing out the individual comment. At the conclusion of final design, drawings and specifications will be submitted to the CITY for final review and approval. Revisions to the drawings will subsequently be made to incorporate the CITY's comments. This scope assumes four sets of design and construction documents will be delivered for each submittal (30-, 60-, and 90-percent, draft, final, and final bid set). Electronic copies of the contract documents will also be delivered in PDF format and loaded to SharePoint unless specified otherwise. Milestone checklists will be used by the CITY's review team during the 30- and 90-percent design review meetings. A copy of these checklists will be provided by the CITY. Public Meeting (Task 140)
- Draft and Final PER Review meetings (Task 270) – (the Final PER Review meeting will be considered the 30-percent progress meeting and will serve as a monthly review meeting) Pre-Bid Meeting and Bid Opening (Task 710)

130 Project Management & Coordination with the CITY

- CONSULTANT will communicate with the CITY through a single point of contact, CONSULTANT's Project Manager.
- CONSULTANT will use SharePoint, provided by the CITY, to share and file documentation of project progress, data, decisions, deliverables, design and management of the project.
 - All documents should be loaded to SharePoint within seven (7) days. CONSULTANT is responsible for checking the site monthly and addressing any deficiencies to ensure all content is current, follows the City's standard naming convention for documents, and that all content is loaded under the most appropriate category for each document. CONSULTANT is responsible for breaking out documents such as invoices, monthly progress reports, schedules, etc. into separate categories (not scanning and loading multiple category documents into one file) so they can easily be found by searching by category and/or by document name.
- CONSULTANT will adhere to and update Gantt schedule as shown in Exhibit C.
- CONSULTANT will conduct coordination meetings as outlined in Task 120 of this agreement.

140 Public Outreach

CONSULTANT will provide public relations for this project to include:

- Implementation of the CITY's Public Relations Plan and public notification as required in the specifications during the system evaluation and design phase of the project. CONSULTANT shall attend, at a minimum, one public meeting (Columbia Water Quarterly Drop-In) that will occur at approximately the 90 percent design milestone (Task 270). CONSULTANT shall prepare design technical documents and materials for the meeting, including draft design plans. CONSULTANT shall also have a computer with data accessible to show project area mapping, CCTV videos, zoom camera videos, photos, etc. of the project area and will show the information upon request at the meeting.
- CONSULTANT will use the CITY customer database to notify customers in the area by mailers to inform them of the type of work being conducted and who to contact with questions or concerns.
- CONSULTANT will prepare all displays and handouts needed for the meeting(s).

150 Mentor-Protégé Program

CONSULTANT and Carper Civil Consultant will provide the following in compliance with the City of Columbia's Mentor-Protégé Program:

- CONSULTANT will continue the existing Mentor-Protégé Agreement with Carper Civil Consulting.
- CONSULTANT will update the existing Mentor-Protégé Business Plan per the "City of Columbia Mentor-Protégé Program Guidelines."
- The updated Mentor-Protégé Project Scope and Mentor-Protégé Business and Implementation Plans will be presented to the City of Columbia for approval.
- Schedule and attend all quarterly developmental meetings.
- Comply with deadlines for furnishing information required under the Mentor-Protégé Program.
- Document and maintain copies of communications between the Mentor and the Protégé.
- Prepare and submit a quarterly report form to the City of Columbia's Office of Business Opportunities.

160 Task 100 Deliverables

- Monthly Progress Reports and Schedule updates for all submitted invoices
- Agenda and Minutes for the Kickoff meeting
- Agenda and Minutes for regular meetings
- Notification, displays, and handouts for Public Meeting

- Minutes, with City review comments, from the milestone review meetings
- Periodic Mentor-Protégé Program Reports
- Agenda and Minutes for Coordination Meetings

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

210 General Data Collection, Field Recon and Coordination

- CONSULTANT will coordinate with the CITY to obtain existing utility mapping in the project area.
- Initially, a list of county parcels potentially affected by the project alternatives identified, will be delivered to the CITY to be used in obtaining right of entry for survey work.
- A list of SCDOT and other state and county roads along potential routes will be identified.
- CONSULTANT will identify utilities along the alternative routes to determine potential conflicts.
- CONSULTANT will utilize available topographic information for preliminary route investigation.
- Field Reconnaissance:
 - Based upon the table top analysis, field reconnaissance will be conducted on the identified routing alternatives. Observation during the field reconnaissance will be recorded and used to identify qualifying or disqualifying issues associated with the routing alternatives.
 - CONSULTANT will meet with the CITY to discuss results of the data gathering and field reconnaissance. Upon agreement of the resulting possible alternatives more detailed evaluation of alternatives will be conducted.

220 Alternative Analysis and Route Selection

- Upon completion of Task 210, CONSULTANT will proceed with alternative analysis including the following alternatives:
 - Relocating the new gravity line within or adjacent to the existing sewer line easement (same general alignment as the existing line).
 - Relocating the new gravity line along a different alignment.
 - Relocating the new gravity line within or adjacent to the existing sewer line easement except in selected areas where it may be advantageous to vary the alignment outside the existing easement to avoid construction and maintenance conflicts.
 - Removing and replacing the existing line, in-place, except in selected areas where it may be advantageous to vary the alignment outside the existing easement to avoid construction and maintenance conflicts.

- In addition to the new gravity line, CONSULTANT will also review City-provided CCTV of the existing gravity line and make determination regarding type and limits of rehabilitation required, if any.

230 Preliminary Agency Coordination

- Upon selection of final route selection, CONSULTANT will contact all known regulatory agencies, identified in Task 550, that may have jurisdiction in the project area to coordinate any permitting and notification actions required. The CONSULTANT will handle coordination via email and telephonic communication. No meetings are included.

240 Preliminary Utility Coordination

- Upon selection of final route selection, CONSULTANT will contact all known utilities located in the project construction area to coordinate any easements, encroachments, and design considerations to be addressed.
- CONSULTANT will provide utility coordination for the project and provide utility mapping for the selected route.

250 Design Criteria

- CITY will provide the hydraulic report by Hazen & Sawyer to support the sizing of the proposed gravity line design and the adequate capacity of the downstream system components.
- Decision factors for the alternative analysis will be developed by the CONSULTANT and reviewed by the CITY. Possible evaluation factors include; cost, constructability, access for maintenance, public impact, property, permitting, utility and other relevant factors as to provide recommendations for the most economical and reliable solution.
- CONSULTANT will design a remove and replace option or the new 36-inch connecting line and 42-inch gravity lines in accordance with SCDHEC regulations, the CITY standards, permitting requirements, and standard civil engineering practices.

260 Opinion of Probable Construction Cost and Schedule

- As part of the alternative routing analysis the CONSULTANT will prepare an opinion of probable construction cost and update the project schedule. The cost estimates will be limited to viable options identified in Task 220, up to three.

270 Preliminary Design Reviews

- CONSULTANT will prepare a report of findings and recommendations for review by the CITY.
 - CONSULTANT will conduct a Draft PER progress meeting to discuss preliminary findings and discuss early elimination of any alternatives for which it becomes obvious there is not a feasible solution.
 - CONSULTANT will conduct a Final PER progress meeting with the CITY to present the results of the study and solicit feedback on the recommended alternative.
 - Meetings for this task are included in Task 120

280 Preliminary Alternative Analysis and Engineering Report

- Upon approval by the CITY, CONSULTANT will prepare a final report documenting the alternative analysis criteria, evaluation, decision process and findings to include the final alignment recommendation and preliminary opinion of probable project cost. This submittal will be considered the 30-percent overall project completion review.

290 Task 200 Deliverables

- Agenda and Minutes from the progress review meetings (included in Task 270)
- Draft and Final Preliminary Engineering Report (Task 280)

TASK 300 – Survey and Utility Mapping

Once the final alignment has been selected by the CITY, field investigations for that alignment shall be conducted in support of plans preparation and final design.

310 Wetlands

- CONSULTANT shall coordinate with CITY to send wetlands delineation notification letters. CONSULTANT to provide addresses and property owners.
- The CONSULTANT's Wetland Specialist will delineate and flag all resource areas within the final proposed pipeline alignment.

320 Field Survey

- CONSULTANT shall coordinate with CITY to send survey notification letters. CONSULTANT to provide addresses and property owners.
- All surveying shall be in accordance with current South Carolina surveying standards and conducted using conventional, GPS, or other accepted methods.
- Horizontal datum shall be: SC State Plane Coordinates NAD83 (2011)
- Vertical datum shall be: NAVD 88
- The CONSULTANT's surveyor will complete field surveying along a 150-foot wide corridor of the final proposed pipeline alignment. The centerline of the survey corridor will be the existing sanitary sewer main. All relevant visual or

physical features along the route will be surveyed including the location and species of hardwood trees 24-inches or larger or other significant trees, SUE holes, rock outcroppings, structures, geotechnical bore locations, etc. and will make detailed records for inclusion in field survey files. Include survey of flagged delineated wetland boundary. CONSULTANT's surveyor shall recover existing horizontal control monuments and establish GPS control points along the pipeline alignments. CONSULTANT's surveyor shall traverse along the proposed pipeline route to locate existing sanitary sewer manholes, property boundaries, and other existing utilities and physical features. CONSULTANT's surveyor shall recover existing vertical control points. Temporary benchmarks (TBMs) will be established along the project corridor at approximately 1,000-foot intervals. CONSULTANT's surveyor will also provide top of bank, bottom of bank, and water surface elevations at all water crossings along the proposed pipeline alignments. Significant rock outcroppings shall be identified.

- Locate both horizontally and vertically (where appropriate) along the routes of each of the proposed sewer mains, all exposed structures, land features, property corners (as required), marked utilities, etc., such as, but not limited to, location of paved roads and driveways (w/type identified); stormwater culverts with inverts and any headwalls or inlet/junction boxes (w/size and invert elevations identified); stormwater ditches (w/top and bottom of banks identified); power poles and guy wires (w/connection of overhead power lines to adjacent poles); electric boxes; gas valves and meters; water valves, meters, and fire hydrants; exposed pipes (w/type, diameter, and material identified); cable boxes; telephone pedestals; mailboxes; fences; signage (street name, traffic, etc.); tree and brush lines; and any other miscellaneous aboveground structure or feature.
- All underground utilities as identified and marked in the field by the local utility locating service or the CONSULTANT's Subsurface Utility Engineering sub-CONSULTANT shall be located by the survey. This shall include, but not be limited to, all electric, gas, water, cable, stormwater, fiber optics, and telephone service lines. It will be the responsibility of the Engineer's surveyor to contact the utility locating service in the appropriate amount of time prior to field surveying, such that all service lines as identified can be properly located. The Engineer's surveyor will, at a minimum, contact the Palmetto Utility Protection Service (P.U.P.S.) at 1-800-721-7877 and CITY for field locating all underground utilities.
- All State and County ROWs and any existing obvious and apparent utility easements within the project limits shall be researched through the appropriate entity and identified by the CONSULTANT's surveyor for use during the survey and used for design purposes. This information shall be included in the electronic file and survey drawings.
- Cross Sections along the center of the pipe route shall be taken every 100 feet at a maximum interval and at locations in between as required to define changes in slope, ditch crossings, etc., as necessary to develop one-foot contouring of the survey extents.

- The CONSULTANT shall determine the necessary corridor to be surveyed for this project. At a minimum, topographic survey and cross sections will include up to a 150- foot corridor and cover the area from the edge of pavement to the limits of a temporary construction easement. Where the gravity sewer is located adjacent to an existing roadway, the opposite side of pavement and driveways will be horizontally located to facilitate developing traffic control plans for the construction phase.
- CONSULTANT's surveyor will obtain SCDOT maps for road and street right-of-way information for use in Task 500.
- In addition to standard utility location services, the CONSULTANT's surveyor will contact utilities in the area that can be determined from field observation for mapping and location information that may impact alignment of the proposed sewer route.
- CONSULTANT's surveyor will provide lidar and aerial mapping, as obtainable from the public domain, along with utility mapping, county property maps and street right-of-way information to determine possible sewer line routing alternatives in a table top type route analysis.
- From the survey data, the survey subcontractor shall prepare final AutoCAD2019 electronic files of the entire survey that accurately locates all horizontal (planimetric) features and contains, on separate layers, all feature labels and all surveyed points with point number, description, and elevation.

330 Property Research and Easement Exhibits

- The CONSULTANT's surveyor shall prepare easement exhibits for all required temporary and or permanent easements that will be required to construct the proposed transmission main. Exhibits shall be prepared in accordance with the standards of the CITY for recording. This Scope of Services is based on preparing 20 easement exhibits. An amendment will be issued if additional easement exhibits are required.

340 Utility Mapping

- The CONSULTANT's surveyor shall provide existing utility information along the route of the survey. This information will be obtained with assistance of PUPS. No Sub Surface Utility Engineering (SUE) is proposed for this project; however, a maximum of eight (8) Test Holes shall be included in the cost of the project to determine utility depths.
- The locations of these holes shall be recorded by the surveyor.
- The price assumes the holes will have to be surveyed in a separate field trip from Task 310.

350 Task 300 Deliverables

- List of property owners along the survey limits for notification (Task 330)
- Easement Exhibits (Task 330)

TASK 400 – Geotechnical Investigation

410 Field Investigation

- **CONSULTANT will utilize F&ME Consultants (Sub-CONSULTANT) for geotechnical services to provide subsurface soil conditions along the proposed project routing. Geotechnical borings for up to 13 standard penetration test borings will be performed along the preferred routing to determine general soil conditions. Boring depths up to 30-ft in order to meet criteria for anticipated pipe depth. This information will be used to design pipe bedding and or pipe support details, trench support, evaluate soils for potential dewatering requirements, the capability of soils to be effectively dewatered, estimate rock excavation, and estimate amounts of additional suitable backfill material needed (if any) for the project.**
- **A minimum of two borings per each “bore & jack” location is required.**
- **Split-barrel samples will be taken at each boring. Boring will be backfilled at the end of each day and groundwater level will be monitored before backfilling. Borings within the SCDOT right-of-way will be backfilled with grout. No restoration beyond backfilling bore holes has been anticipated in this scope of work.**
- **When refusal is encounter above the anticipated pipe depth, coring will be conducted to the proposed pipe depth. Periodic rock core samples will be obtained to determine the rock quality designation. Samples will be sent out to a laboratory to be tested for compressive strength. Up to 7 core samples and 35 feet of rock coring are included in the scope. The CONSULTANT will conduct a QA/QC of all field and laboratory results.**
- **Sub-CONSULTANT will obtain all SCDOT and City permits required to conduct investigation on public right-of-way.**
- **CITY will obtain right of entry and investigation as required on private property.**
- **Provide geotechnical report with recommended location of new pipe to avoid compromising existing pipe for parallel installation, well points, and historical water level.**
- **Geotechnical Sub-CONSULTANT will provide clearing for drill rig access. Hand clearing is proposed so that the root mat remains undisturbed. Clearing will be performed with equipment like chainsaws and bush axes.**
- **In the event suspected contaminated materials, such as soil or groundwater exhibiting petroleum or chemical odors, oily sheen, or significant staining, is encountered, the Geotechnical Sub-CONSULTANT will notify the CONSULTANT to determine if samples should be collected to prevent delays completing the investigation. If required, the samples will be collected based on field conditions and authorized utilizing additional services outlined under Task 1100. fulfilling any subsequent notification requirements or regulatory reporting based on the sampling results is excluded.**

420 Task 400 Deliverables

- Geotechnical Engineering Report

TASK 500 – Final Design

510 Roadway Coordination (City, Town, County, State, Federal)

- CONSULTANT will contact City, County, State and Federal agencies to determine design parameters for construction of the new transmission line within the roadway rights-of-way.
- CONSULTANT will coordinate final design with the requirements of all roadway encroachment permits.

520 Utility Coordination

- CONSULTANT will contact utilities that have existing infrastructure within the construction limits to determine design parameters, right-of-way encroachment requirements and resolve conflict issues related to the of the new gravity sewer line adjacent to or cross existing utilities.
- CONSULTANT will coordinate final design with the agreed upon requirements of all encroachment permits and conflict resolution solutions.

530 Project Plans and Specifications

- CONSULTANT will prepare drawings and specifications depicting the scope, extent, and character of the materials to be provided and the work to be performed by an installation contractor. One set of contract documents will be provided to the CITY to be used to solicit bids for the construction of the project. The Contract Documents shall consist of and include the following:
 - Detailed plan and profile drawings on 24" x 36" plan sheets, 50 scale
 - Relevant features impacting construction as located by the survey.
 - Design and construction details.
 - Sediment and erosion control details.
 - Relevant environmental features.
 - Traffic control plans.
 - Existing pipe demolition/abandonment as needed
 - By-pass pumping plan as needed
 - Specifications coordinated with the CITY'S standard contract documents.
 - Special conditions related to permit requirements and easement requirements.
 - Material specifications including minimum installation requirements.
 - CITY will provide the standard contract, advertisement, general conditions, supplemental conditions, bid form, City procurement program

requirements, etc. CONSULTANT will provide the technical specifications, bid quantities, measurement and payment items and special provisions.

- Upon approval of the 100-percent submittal, CONSULTANT will provide one set of final bid plans, a CD containing PDF's of the signed and sealed drawings, one sided copy of unbound specifications and final cost estimate in digital format to match the bid tab item list.

540 Regulatory Agency Coordination

- CONSULTANT will contact City, County, State and Federal regulatory agencies to determine design parameters for construction of the new transmission line in accordance with regulatory requirements.
- CONSULTANT will coordinate final design to comply with regulatory requirements.
- Potential agencies are:
 - South Carolina Department of Health and Environmental Control – Wastewater Construction
 - U.S. Army Corps of Engineers – Wetlands
 - Richland County – Linear project land disturbance submittal
 - South Carolina Department of Transportation – Encroachment

550 Opinion of Probable Construction Cost and Schedule

- CONSULTANT will submit an opinion of the probable cost for the Project including construction costs, contingencies and other related items at the 60-, 90- and 100-percent plan reviews. Since CONSULTANT has no control over the cost of labor, materials, equipment, or the Contractors' methods of determining price or competitive bidding, we cannot and do not guarantee that proposals, bids, or the project construction cost will not vary from the opinion of the probable cost of the Project.

560 Design Reviews

- CONSULTANT will conduct an Internal Technical Review using the CONSULTANT's Quality Management System (QMS) program. A copy of this program will be submitted to the CITY at the beginning of the project.
- After each Internal Technical Review, CONSULTANT will provide the CITY copies of plans and specifications for the Project for review and approval at the sixty (60%) percent and ninety (90%) completion milestones. CONSULTANT will meet with the CITY during these milestones to discuss the project and obtain input from the Client. Following the review, CONSULTANT will make revisions as requested by the City. Documentation of the completed reviews will be provided to the CITY by the Consultant. Following the technical

reviews, CONSULTANT will make modifications to the construction documents.

- Upon approval by the City, plans and specifications and any permits obtained will be submitted to the CITY for production during the bidding process.
- Provide the CITY copies of one-hundred (100%) percent design plans and specifications for comment prior to bidding.

570 Task 500 Deliverables

- Copy of the Consultants QMS Program (Task 560)
- The 60% Completion Milestone Design Submittal (Task 560)
- The 90% Completion Milestone Design Submittal (Task 560)
- Opinions of Probable Construction Cost
- The 100% Design Bid Documents (Task 560)

TASK 600 – Permits and Property

610 Property and Right-of-Way Assistance

- Easements – Refer to Task 320 above.
- The CONSULTANT will rely on Richland and or Lexington County Tax Map information in identifying property owners and will research Richland County records for property plats that have been recorded and filed with the County. The CONSULTANT cannot guarantee the accuracy of the County records but will revise the plats as necessary if during the legal research and easement acquisition process corrections are required to the plats.
- This scope assumes the CITY staff will obtain all necessary easements including temporary construction easements and new permanent easements utilizing the easement plats prepared by the Consultant.
- Easement preparation will begin at the 30-percent phase and shall be submitted to the City at the 60-percent phase. Any rework of easement plats between the 30- and 60-percent phase will be at no cost to the City.

620 Permits

- Wastewater Construction Permit: Upon CITY approval of the ninety (90%) percent completion documents, CONSULTANT will submit copies of the project plans and specifications for final review and approval by the South Carolina Department of Health and Environmental Control (SCDHEC); work with SCDHEC and assist the CITY in efforts to obtain the necessary permits including partial and final permit to operate and/or approvals; and furnish SCDHEC with the required number of copies of plans and specifications needed for review and approval.

- South Carolina Department of Health and Environmental Control – Permit to Operate
- Stormwater Permit: The scope assumes a Notice of Intent (NOI) Application for Stormwater Discharges from Construction Activities (sediment and erosion control permit) will be required by Richland County. Upon CITY approval of the ninety (90%) percent completion drawings, CONSULTANT's subcontractor, will assist with the preparation of a Stormwater Pollution Prevention Plan and NOI application for submittal and approval by Richland County. CONSULTANT will provide all required submittal copies and respond to all inquiries by the CITY.
- Wetlands Permit: This scope assumes wetland delineation and mitigation will be required. CONSULTANT will delineate wetlands and upon CITY approval of the sixty (60%) percent completion documents, CONSULTANT will submit for wetland permit application for review and approval by the U.S. Army Corps of Engineers; work with the U.S. Army Corps of Engineers and assist the CITY in efforts to obtain the necessary permits and/or approvals; and furnish the U.S. Army Corps of Engineers with the required number of copies of plans and specifications needed for review and approval.
- Roadway Encroachment Permits: This scope assumes two SCDOT Encroachment Permits and two Temporary Construction Entrance Permits will be required. Upon approval by the CITY of the ninety (90%) percent completion documents, CONSULTANT will submit for review and approval for an Encroachment Permit by the SCDOT; work with the City of Columbia and assist the CITY in efforts to obtain the necessary permits and/or approvals; and furnish the City of Columbia with the required number of copies of plans and specifications needed for submittal to the SCDOT.
- Railroad Permits: This scope does not include railroad encroachment permits. If they are required, they can be added by amendment or as additional services in Task 1100.

630 Permit Application Fees

- The CONSULTANT will utilize this Not-to-Exceed task for direct costs associated with permit fees. No labor is included in this Task. A total of \$4,000 of permit fees are anticipated. The estimated fees for permits are as follows:
 - SCDHEC Wastewater Construction Permit - \$400
 - Richland County Stormwater Permit - \$1,000
 - Other - \$2600
- This cost will cover all permit fees apart from any wetland mitigation fees. The limit as identified in the proposal is a 'not-to-exceed' value without written consent of the CITY
- All permitting fees paid by the CONSULTANT will be considered expenses and include a ten (10%) percent markup.

TASK 700 – Bidding and Award

710 Bidding Assistance

- CONSULTANT will provide services during the bidding phase to include attending a pre-bid conference, providing technical interpretation of the bid documents, issuing addenda, assisting with responses to requests for information (RFIs), attending the bid opening.
- It is assumed that the duration of the Bid Period will be forty-five (45) days and that the CITY will be distributing the bid packages. An additional sixty (60) days is assumed from selection of the Contractor to the issuance of the Notice to Proceed.
- While a formal prequalification process is not anticipated, CONSULTANT will work with the CITY to include qualification requirements in the Specifications that will be submitted by the bidders with the bids

720 Award Recommendation

- CONSULTANT will review bids received and assist CITY in evaluating the bids and recommending award of the contract.

730 Conformed Documents

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

740 Task 700 Deliverables

- Bid Documents (Task 710)
- Pre-bid Conference Agenda (Task 710)
- Addenda and response to questions from Pre-Bid (Task 710)
- Award Recommendation Letter (Task 720) Conformed Documents (Task 730)

TASK 800 – Engineering Services During Construction

- This service is not provided under this scope of services at this time. Engineering Services During Construction may be authorized by Contract Amendment at a later date.

TASK 900 – Full Time Construction Inspection

- This service is not provided under this scope of services. Full time Construction Inspection services may be authorized by Contract Amendment at a later date.

TASK 1000 – Project Closeout

- This service is not provided under this scope of services. Project Closeout services may be authorized by Contract Amendment at a later date.

TASK 1100 – Additional Services

1110 General Task

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

- Additional gravity sewer replacement above the amount identified in the project description.
- Additional Surveying outside original scope or for Record Drawings.
- Engineering Services During Construction will be considered additional services.
- Flood Study or Flood Impact Analysis.
- Professional engineering services related to additional or extended design, bidding, and construction services. Bidding services are based on a forty-five (45) day advertisement period.
- Additional meetings with homeowners and agencies beyond those scheduled in the agreement.
- Additional Easement Exhibits beyond 20 (Task 330), at unit price of \$400.
- Environmental assessment.

For services rendered under Task 1100 - Additional Services, compensation to the CONSULTANT shall be negotiated with the CITY. An allowance is provided in this proposal to cover additional services. No additional services will be performed without written approval from the CITY.

Weston & Sampson Engineers, Inc.
Lower Crane Creek Sewer Relief Phase I-SS7470
Exhibit A
Page 17 of 18

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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.
- Provide Basis of Design Tech. Memo based on Hydraulic Model.
- Provide additional condition assessment including CCTV, PACP and MACP reports, and GIS data for the assets related to this project where available.
- Provide record drawings as needed to support the design.
- Provide assistance in coordinating meetings with third party utilities and regulatory agencies when needed.
- Review and agree to proposed alignment at 60-percent design review meeting prior to finalization of easements.
- Assist in obtaining right of entry for private properties associated with this project and as needed for remote access.
- Provide easement negotiations.
- Provide flow metering data.

EXHIBIT B

COMPENSATION

**City of Columbia
CIP # SS7470
LOWER CRANE CREEK SEWER RELIEF
PHASE 1**

Compensation for services provided under Tasks 100 through 1100 as outlined in Exhibit A, Scope of Services, is estimated to be a total of \$768,835.00. This includes \$718,835.00 of lump sum tasks, as well as \$50,000.00 of hourly tasks. Lump Sum and Hourly tasks are clearly labeled in the chart below.

An estimated breakdown of the fee is shown in the following table:

Task	Description	Unit*	Weston & Sampson (Mentor) Amount	Carper Civil Consulting (Protégé) Amount	Overall Subconsultant Amount	Total New Contract Amount
100	Evaluation and Design Phase Administration	LS	\$ 110,300.00	\$ 2,700.00	\$ -	\$ 113,000.00
200	Preliminary Planning, Investigation, Engineering and Feasibility Study	LS	\$ 133,688.00	\$ 10,280.00	\$ -	\$ 143,968.00
300	Survey and Utility Mapping	LS	\$ 16,352.00	\$ 51,320.00	\$ 71,200.00	\$ 138,872.00
400	Geotechnical Investigation	LS	\$ 24,470.00	\$ 47,300.00	\$ -	\$ 71,770.00
500	Final Design	LS	\$ 169,710.00	\$ 17,000.00	\$ -	\$ 186,710.00
600	Permits and Property	LS	\$ 27,016.36	\$ 22,363.64	\$ -	\$ 49,380.00
630	Permit Fees	EX	\$ 363.64	\$ 3,636.36	\$ -	\$ 4,000.00
700	Bidding and Award	LS	\$ 11,135.00	\$ -	\$ -	\$ 11,135.00
800	Engineering Services During Construction	HR	\$ -	\$ -	\$ -	\$ -
1000	Project Closeout	LS	\$ -	\$ -	\$ -	\$ -
1100	Additional Services	HR	\$ 50,000.00	\$ -	\$ -	\$ 50,000.00
Total of Contract			\$ 543,035.00	\$ 154,600.00	\$ 71,200.00	\$ 768,835.00
Percentage of Contract			70.7%	20.1%	9.2%	
Notes: *LS = Lump Sum *HR = Hourly Time Plus Expenses *EX = Expenses						

Weston & Sampson Engineers, Inc.
Lower Crane Creek Relief Sewer Phase I - 857470
Exhibit C

EXHIBIT C

SCHEDULE

City of Columbia
CIPP MS3470
LOWER CRANE CREEK SEWER RELIEF
PHASE I

Task	Description	Duration (Months)	Start	Finish	2019												2020												2021		
					Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar
100	Evaluation and Design Phase Administration	12	1/1/2019	1/1/2020																											
200	Preliminary Planning, Investigation, Engineering and Feasibility Study	3	1/1/2019	4/1/2019																											
300	Survey and Utility Mapping	1	1/1/2019	2/1/2019																											
400	Geotechnical Investigation	1	1/1/2019	2/1/2019																											
500	Final Design	8	4/1/2019	12/1/2019																											
600	Permit and Property	4	8/1/2019	12/1/2019																											
700	Bidding and Award	3	12/1/2019	3/1/2020																											
800	General Administration of Construction Contract	12	3/1/2020	3/1/2021																											
900	Not Included	0	-	-																											
1000	Project Closeout	1	3/1/2021	4/1/2021																											

* Does not include time for assessment requirements

Exhibit D

City of Columbia
CIP # SS7470
LOWER CRANE CREEK SEWER RELIEF
PHASE 1

SUBCONSULTANT FIRM INFORMATION RECORDS

The Engineer shall list all firms, including minority and female owned firms, providing sub-consulting services under this Agreement. The list shall be submitted in the format provided below. Any proposed changes must be submitted in writing to the City, including the reason(s) for the proposed changes, prior to initiation of any action by the Engineer. Any invoices submitted for payment under this Agreement must include the dollar amount to be paid to each firm listed below for the invoice period.

Firm Name and Address	Contact Name and Telephone #	Group/Classification (MBE, WBE, SBE, Non MBE/WBE/SBE) Select ONE	Services to be Provided	Dollar Value of Services*
Carper Civil Consulting 1201 Main St, Ste 1845 Columbia, SC 29201	Lauren Carper 843.566.2317	PROTÉGÉ WBE	Engineering Design	\$154,600.00
Glenn Associates Surveying 11547 SC-215 Jenkinsville, SC	Mark Mills 803.345.5297	None	Survey	\$71,200.00

*Estimated fee; fee may vary based on actual services provided.

Please clearly note the Protégé Firm in the “Group” Column.
Add additional rows as needed.



CITY OF COLUMBIA

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: <u>12/3/2018</u>	Project Number: <u>SS7470</u>
Mentor: <u>Weston & Sampson Engineers, Inc.</u>	Project Name: <u>Lower Crane Creek Phase 1</u>
Protégé: <u>Carper Civil Consulting, LLC</u>	Duration of the Project: <u>27 months</u>
Project Contract Amount: <u>\$768,835.00</u>	Protégé Amount: <u>\$154,600.00</u>

Statement of Commitment: Both Mentor and Protégé are committed to providing an adequate amount of resources and effort to execute the plan below. Mentor and Protégé acknowledge the Implementation Plan is a joint plan and agree to meet at least quarterly to verify compliance with this Plan.

1. How do the Mentor and Protégé intend to work together on the designated project? Address contractual relationship, general roles and informal teaming arrangements.

Carper Civil Consulting (CCC) has a Master Services Agreement with Weston & Sampson (WSE). The Agreement describes the terms of payment, costs for services, and outlines the method for delivering task orders. The Lower Crane Creek Sewer Relief Phase 1 project will be a specific task order under the Agreement. The Task Order will specify the tasks, schedule, and fee.

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.

Project Tasks have been allocated to support participation to meet utilization goals. WSE will utilize CCC as an extension of staff and will provide the same daily support, communication, training, work planning, and weekly safety training to ensure successful completion. WSE and CCC will work together closely on all aspects where service is provided through a Work Order for the project. WSE will also work with CCC to implement a QA/QC Program to ensure that all work is accurate and verified. This will continue to build CCC's confidence with the City of Columbia and lead to additional opportunities.

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.

WSE will provide assistance in best practices in engineering, permitting, and inspection services, along with the availability to use and be trained on new equipment and technology. WSE will provide assistance with project management, scheduling, and technical training in order to continue to aid in the development of CCC's business. Opportunities for growth will be explored through assisting with business development practices.



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

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:

Bill Davis - Senior Project Manager and other key staff at Weston & Sampson (WSE)

Protégé:

Lauren Carper - Principal of Carper Civil Consulting (CCC) and other employees as future needs arise

Subcontractors:

Lauren Carper will provide over site of work for Glenn & Associates, F&ME, CECS, and Cygnus Environmental.

Special Arrangements:

CCC will engage subconsultants for utility mapping (SUE) and geotechnical field investigation

5. What scope of work to be performed by each participant of the MPP team?

a. Description of Mentor's responsibilities:

Project Management, Engineering Design, Bidding and Award

b. Description of Protégé's responsibilities on project:

Engineering Design, Permitting Services, and Management of sub-consultants

c. Description of responsibilities that will be completed as a team:

Project Management, Engineering Design, Permitting Services

6. What is the anticipated duration (in months) of each major phase of the project? During which phases will the Protégé be utilized?

Evaluation and Design Phases - 12 months; Final Design - 8 months; General Administration of Construction Contract - 12 months. CCC will be primarily utilized during the Evaluation and Design Phases of the project.



CITY OF COLUMBIA

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7. How will the team comply with and maintain the focus on the requirements of the program for the duration of the project?

Weekly project status meetings and monthly progress meetings and reporting.

8. What are the team's specific, quantitative goals and milestones for the current project?

To complete project tasks on schedule and within budget.

9. Outline of Regularly Scheduled meeting between Mentor and Protégé (Progress reporting).

Kick off meeting, weekly project status meetings, monthly progress meetings, and complete reports.

10. Define payment schedule and financial terms identifying milestones for initial, progress and final payments.

CCC will submit a monthly invoice to WSE. WSE will include the invoice on their next monthly invoice to the City. CCC will be paid within 10 business days of City payment to WSE.



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11. List the Subcontractors that will be used on this project, as well as the information requested below: (The Subcontractor(s) listed below will NOT consist of your Protégé.)

Subcontractor's Name	Telephone	Address	Who will they report to?	Contract Amount	MPP, MBE, WBE, SBE	Percentage of Contract
Glenn Associates Surveying	803.345.5297	11547 SC-215 Jenkinsville, SC	WSE and CCC	\$79,200.00	NA	10.3%
Civil Engineer Consulting Services	803.779.0311	2000 Park Street Columbia, SC 29201	CCC	\$12,000.00	WBE	1.6%
F&ME Consultants	803.254.4540	3112 Devine Street Columbia, SC 29205	CCC	\$42,300.00	NA	5.5%
Cygnus Environmental	843.696.9865	PO Box 458 Cordesville, SC	CCC	\$15,000.00	NA	1.9%

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: \$154,600.00
 Percentage of Contract: 20.1% (Minimum of 20% of total contract amount is required)



CITY OF COLUMBIA

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Compliance Division
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MENTOR-PROTEGE IMPLEMENTATION PLAN SIGNATURE SHEET

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their proper officials thereunto duly authorized as of the dates below indicated:

EXECUTED by Weston & Sampson (Mentor Firm) this 30TH day of NOV. 2018.
Corporate SEAL

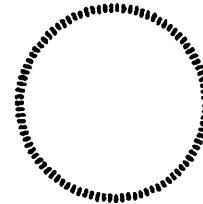
By: William H. Davis
Title: Sr. Project Manager



ATTEST:
By: Rachel M. Utrecht
Title: Engineer I

EXECUTED by Carper Civil Consult. (Protégé Firm) this 30th day of November, 20 18.
Corporate SEAL
By: Lauren Carper
Title: Principal

ATTEST:
By: Jeff Carper
Title: Vice President



RECOMMENDED FOR APPROVAL:

EXECUTED by the Department of Utilities & Engineering, Compliance Division on this 10
day of DECEMBER, 2018.

By: Juliet M. Kelly
Title: Compliance Specialist

Weston & Sampson Engineers, Inc.
Lower Crane Creek Sewer Relief Phase I- SS7470

Exhibit F
Page 1 of 2

Invoicing Procedure: Exhibit F

1. The City's Project Manager or his/her designee must review all invoices prior to payment.
2. The Consultant's invoice must contain sufficient detail by task and resource and should be easily traceable to the work completed on the project schedule. Descriptions used in the project schedule shall match those descriptions contained in the Engineer's invoice.
3. The work completed on the Consultant's project schedule must be the basis for full or a percentage of payment for work completed on the Consultant's invoice.
4. The Consultant will not request payment for taxes on Professional Services, labor or installation fees.
5. The Consultant will not invoice, or request payment for any equipment or services that may be specified in this Agreement prior to the delivery of said equipment or performance of said services.
6. The Consultant shall adhere to an agreed-upon delivery schedule for equipment and/or services. This is to ensure that the City does not pay for the advanced delivery of equipment that was not approved for delivery and/or have to warehouse or make space for unanticipated equipment deliveries. Exceptions to this requirement must be approved by the City's designated Project Manager and Purchasing Agent in writing.
7. All invoices shall include a valid Purchase Order number on the bill. If an approved emergency purchases are required for any reason before a purchase order number is available, a copy of the emergency request for purchase should accompany the Engineer's invoice.
8. The Consultant shall name a representative that will be responsible for reviewing all invoicing concerns that the City may have regarding this project.
9. The Consultant shall submit receipts for all actual expenses.
10. Travel expenses including airfare and car rental shall be invoiced at cost, without markup and with approved documentation (Note: This section does not apply to travel within the Columbia region for work being performed for the Agreement. It pertains to approved travel to and from Columbia if necessary to fulfill the terms of the Agreement.). Travel expenses apply only if applicable and approved by the City.
11. Lodging shall be invoiced up to the per diem rate according to the General Services Administration (GSA) rates established at www.gsa.gov, based on the date of travel. Lodging expenses apply only if applicable and approved by the City.
12. Field documents and other equipment/supplies shall be invoiced at cost only, with no markup, and the invoice must be submitted with approved documentation (packing slip/vendor invoice).
13. Other required non-labor expenses that may be applicable to the project and pre-approved by the City's designated Project Manager shall be invoiced at cost only, with no markup, and the invoice must be submitted with approved documentation (packing slip/vendor invoice).
14. Each invoice/payment request shall identify the percentage and dollar amount that will be paid to the Subconsultant and/or vendor for work performed and materials/products furnished. If required, the Consultant shall submit supporting documentation as required by the designated point of contact to support the amount being invoiced.

**Weston & Sampson Engineers, Inc.
Lower Crane Creek Sewer Relief Phase I- SS7470**

**Exhibit F
Page 2 of 2**

- 15. The Consultant shall provide the names of the Subconsultants and/or vendors and a description of the work performed in the invoice/request for payment. The Consultant shall also provide a breakdown of the supplies and materials being billed by each Subconsultant and/or vendor and the dollar amount to be reimbursed by the City.**

Weston & Sampson Engineers, Inc.
Lower Crane Creek Relief Sewer Phase I – SS7470
Exhibit G

EXHIBIT G - PROMPT PAYMENT AFFIDAVIT

Contractor will place a check in the appropriate box below that applies to this payment request.

Re: Payment Request No. _____

I, _____ (Name), the _____ (Title - e.g., President, Vice President, etc.) of _____ ("Company"), do state the following with regard to payments made under Contract No. _____ ("Contract"):

1. ____ Subcontractors, at the first tier, both DBE and non-DBE, who completed work and were listed for payment on the prior Payment Request No. _____, were paid no later than twenty (20) calendar days after Company received payment from the City.

2. ____ Copies of invoices and cancelled checks for subcontractors at the first tier who were paid under the prior payment request have been delivered or mailed to the Construction Management Division. In addition, Company has attached to the current Payment Request all lien waivers for prior subcontractor payments and any other documentation required by the City. (Failure to attach all required documentation to the Payment Request or forward cancelled checks and invoices to the City's Construction Management Division may cause the Payment Request to be rejected by City.)

3. ____ All retainage amounts withheld from any subcontractor who satisfactorily completed its portion of the contract work, including punch list items, were paid to the subcontractor(s) no later than fourteen (14) calendar days after it satisfactorily completed its work, whether or not City has paid said retainage amounts to Contractor. Attach a copy of the cancelled check evidencing payment of each retainage amount.

4. ____ There was no delay in or postponement of any payment owed to a subcontractor, whether periodic payment or retainage amount, except for good cause and after receipt of prior written approval from the Assistant City Engineer for Construction.

Attach a copy of the written approval from the City of Columbia.

Company Name

Signature

Print Name

Date: _____

Subscribed and sworn to before me this ____ day of _____ 20____.

Notary Public



Clean Water 2020
Columbia's Clear Vision for Clean Water



We Are Columbia

RIA: April 18, 2018
Production Maps/Project Location Maps/GP/SS7470

- Starting and Ending Sewer Manholes
- SS7470
- Major Gravity Mains ($\geq 15"$)



1 inch = 0.25 miles

0 0.25 Miles

SS7470 Lower Crane Creek Upper Relief Sewer Phase I

Prepared For: Packet Pg. 321



We Are Columbia

MEETING DATE: February 19, 2019

DEPARTMENT: City Clerk

FROM: Erika Moore, City Clerk

SUBJECT: Council is asked to amend a motion that was previously adopted on February 5, 2019 to approve a Contract for the Metro Wastewater Treatment Plant Levee Improvements, as requested by Columbia Water. Award to Stutts & Williams, LLC in an amount not to exceed \$906,582.95, which includes contingency funding. This firm is located in Lexington, SC.

PURPOSE: This project has been designated as a Mentor Protégé Program Project. The amended participation percentages are as follows: Stutts & Williams, LLC, a certified LBE, will be the Mentor for this project and will be performing 14.4% (\$113,333.00) of the total contract value. Hammerhead Utilities, LLC of Columbia, SC will be the Protégé and will be providing clearing and erosion control services at 85.6% (\$675,000.00) of the total contract value.

REQUISITION NO.: R192226

FUNDING SOURCE AND ORIGINAL BUDGET AMOUNT: Funding Source: 5529999-SS7171-658650. The original budgeted amount is \$1,700,000.00.

ORIGINAL BUDGET: \$1,700,000.00

BUSINESS PROGRAM: Mentor Protege Program

CLEAN WATER 2020?: No

STRATEGIC GOALS: Provide high quality municipal services

The project will include clearing, grubbing, grading and import of fill material necessary to improve slope stability and the safety factor associated with the North Levee and the South Levee. The disturbance required for the project is approximately 7.7 acres of the 65.19 acres of the total property area.

There were four (4) responsive and responsible bids received for this project under Bid#014-18-19-DS.

The construction time allocated for this project is two hundred seventy (270) consecutive calendar days from the commencement date as specified in the Notice to Proceed to substantial completion and an additional thirty (30) consecutive calendar days to final completion for a total construction time of three hundred (300) consecutive calendar days from the commencement date as specified in the Notice to Proceed.

Base Bid	\$ 788,333.00
Contingency (15%)	\$ 118,249.95
Total (Not to Exceed)	\$ 906,582.95

ATTACHMENTS:

- **#a:** Signed Contract (PDF)
- **#c:** Compliance Memo (PDF)
- **#e:** SS7171 Location Map(PDF)
- **#f:** MPP Implementation Plan (PDF)

CONTRACT

City of Columbia, South Carolina

CIP # SS7171

Metro WWTP Levee Improvements (MPP)

Bid # 014-18-19-LAG

This Contract is made by and between City of Columbia, South Carolina, hereinafter called Owner, and **Stutts & Williams, LLC**, with legal address and principal place of business at **PO Box 2046, Lexington SC, 29071**, 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 **Terracon Consulting Engineering and Scientists**.

ARTICLE 3. CONTRACT TIME.

3.1 The Contract Time shall be **two hundred seventy (270)** consecutive calendar days from the said date of commencement as defined in the Notice to Proceed (NTP) to substantial completion and an additional **thirty (30)** consecutive calendar days to final completion for a total construction time of **three hundred (300)** consecutive calendar days from the commencement date as defined in the Notice to Proceed (NTP).

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

ARTICLE 4. CONTRACT PRICE.

4.1 Owner will pay Contractor for performance of the Work in accordance with the Contract Documents in current funds at the contract price agreed upon in the Contractor's Bid Form attached to this Contract which establishes the contract price as **Seven Hundred Eighty-Eight Thousand, Three Hundred Thirty-Three Dollars and Zero Cents (\$788,333.00)**.

ARTICLE 5. APPLICATIONS FOR PAYMENT

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

City of Columbia, SC
8/07/2017

Contract
Section 00500 - 1

ARTICLE 6. PROGRESS AND FINAL PAYMENTS

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

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

ARTICLE 7. LIQUIDATED DAMAGES

7.1 Owner and Contractor recognize that time is of the essence of this Contract and that Owner will suffer financial loss if the Work is not completed within the Contract Time (and specific milestones) specified in Article 3 above, plus any extensions thereof allowed. They also recognize the delays, expense and difficulties involved in proving, in a legal proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner One Thousand Dollars and Zero Cents (\$1000.00) per day for each calendar day until the Work is complete.

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

ARTICLE 8. ASSURANCE

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

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

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

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

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

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

ARTICLE 9. CONTRACT DOCUMENTS.

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

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

9.2.1 Invitation To Bid.

9.2.2 Instructions To Bidders.

9.2.3 Bid Form.

9.2.4 This Contract.

9.2.5 Performance and Payment Bond.

9.2.6 Part 15 General Specifications of the City of Columbia's Engineering Regulations.

9.2.7 Special Provisions.

9.2.8 Contract Documents and Specifications.

9.2.9 Drawings, numbered G00.10, G00.11, G00.20-24, G99.10, G99.11 C00.10-12, C00.20-22, C00.30-34, inclusive and dated 3/2018.

9.2.10 Addenda numbers 1 to 7 inclusive.

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

9.2.12 Location Map.

9.2.13 The Mentor Protégé Program (MPP) Guidelines and the Mentor Protégé Program (MPP) Implementation Plan.

ARTICLE 10. MISCELLANEOUS

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

10.2 Neither Owner nor Contractor shall, without the prior written consent of the other, assign or sublet in whole or in part any interest under any of the Contract Documents; and, specifically but without limitation, Contractor shall not assign any monies due or to become due without the prior written consent of Owner.

City of Columbia, SC
8/07/2017

Contract
Section 00500 - 3

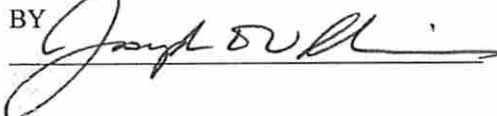
In case Contractor assigns all or any part of any monies due or to become due under this Contract, the instrument of assignment shall contain a clause substantially to the effect that it is agreed that the right of the assignee in and to any monies due or to become due to Contractor shall be subject to prior claims of all persons, firms and corporations for services rendered or materials supplied for the performance of the Work called for in this Contract.

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

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

This Contract shall become effective on _____, 20__.

Contractor
Stotts & Williams, LLC

BY 

(CORPORATE SEAL)

Attest 

Address for giving notices:

P.O. Box 2046
Lexington, SC 29071

Date: _____

Owner
City of Columbia, SC

BY
Teresa Wilson, City Manager

(CORPORATE SEAL)

Attest

Address for giving notices:

Department of Procurements and Contracts
1800 Main Street, 2nd Floor
Columbia, SC 29201

Date: _____

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

APPROVED AS TO FORM


Legal Department City of Columbia, SC

City of Columbia, SC
8/07/2017

Contract
Section 00500 - 4



CITY OF COLUMBIA

INTER-OFFICE MEMORANDUM

TO: Ayesha Driggers, Compliance Administrator

FROM: Latisha A. Grice, Bid Coordinator
Department of Procurement and Contracts

DATE: November 13, 2018

SUBJECT: PROJECT: BID#014-18-19-LAG Metro WWTP Levee Improvements (SS7171)

Bids for this project were opened publicly at 3:00 p.m., November 13, 2018 in the second floor Conference Room, 1800 Main Street.

Bids submitted for the referenced project were in participation with the Mentor Protégé Program (MPP). The apparent *responsive* low bidder is Stutts & Williams of Lexington SC at \$788,333.00.

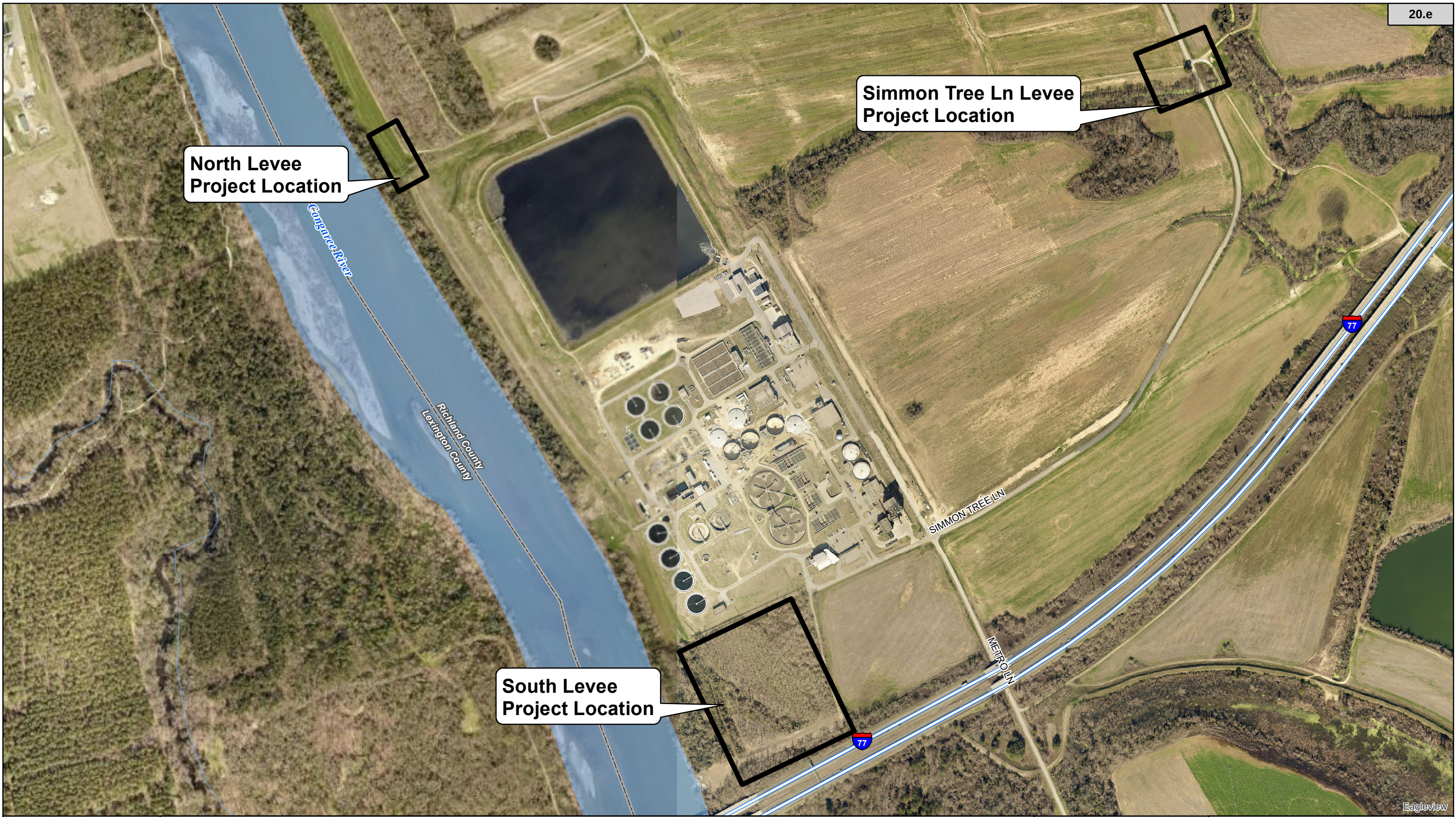
Please review for Mentor Protégé Program compliance and return your approval as soon as possible. Also, please verify the percentages listed on the Business Information Record and check for consistency to the noted dollar amount.

Please indicate your approval with your signature below and return to me when you have completed your review.

Thank You.

Review Approved: 
Ayesha Driggers Compliance Administrator

DATE: 11/27/18



North Levee
Project Location

Simmon Tree Ln Levee
Project Location

South Levee
Project Location

Congaree River

Richland County
Lexington County

SIMMON TREE LN

METRO LN

77

77



1 inch = 500 feet



SS7171
Metro WWT
Levee Improvements



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: 11/13/2018

Project Number: SS7171

Mentor: Stutts & Williams, LLC

Project Name: Metro WWTP Levee

Protégé: Hammerhead Utilities, LLC

Duration of the Project: 270 days

Project Contract Amount: \$788,333.00

Protégé Amount: \$675,000.00

Statement of Commitment: Both Mentor and Protégé are committed to providing an adequate amount of resources and effort to execute the plan below. Mentor and Protégé acknowledge the Implementation Plan is a joint plan and agree to meet at least quarterly to verify compliance with this Plan.

1. How do the Mentor and Protégé intend to work together on the designated project?
Address contractual relationship, general roles and informal teaming arrangements.

Protege will mobilize and perform the clearing first. Mentor will then follow up with erosion control measures and begin grading.

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 mentor and protege will work together to ensure the step-by-step process proceeds without interruption. The process will be clearing, erosion control, grading, and finished with matting and grassing.

3. How will the team focus on developing protégé's business and implementing the actions necessary to obtain results reflected in the Mentor-Protégé Agreement? *Identify milestones, thresholds, or other indicators team that would indicate success is being achieved.*

We will ensure the protege has is aware of the clearing limits and make sure they have the correct equipment and necessary manpower to begin clearing and remain on schedule.



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CITY OF COLUMBIA

Department of Utilities and Engineering
Compliance Division

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

Phone: 803-545-3049 Fax: 803-545-4330

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:

Brad Stutts or Joey Williams will manage the project. S&W will use one 4 man grading crew to perform the work.

Protégé:

Jason Prouse will manage the project for HHU.

Subcontractors:

Special Arrangements:

5. What scope of work to be performed by each participant of the MPP team?

a. Description of Mentor's responsibilities:

The mentor will schedule erosion control measures and perform the grading.

b. Description of Protégé's responsibilities on project:

The protege will perform the clearing and some erosion control.

c. Description of responsibilities that will be completed as a team:

The mentor and protege will work together on scheduling to ensure enough manpower is available for each installation, materials are delivered at the appropriate time, and subcontractors' scopes of work are sequenced correctly.

6. What is the anticipated duration (in months) of each major phase of the project? During which phases will the Protégé be utilized?

Two months for clearing - protege portion, three months for grading - protege portion, 2 months for erosion control and matting and grassing -protege portion. Mentor will assist with all three phases of project as necessary.



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 hold weekly progress meetings to ensure we maintain the necessary progress and address any issues that may arise.

8. What are the team's specific, quantitative goals and milestones for the current project?

- 1) Clearing on time
- 2) Grading slopes
- 3) Final grading and dressing up

9. Outline of Regularly Scheduled meeting between Mentor and Protégé (Progress reporting).

Mentor and protege will have weekly progress meetings to document scopes of work completed, any anticipated issues, scheduling, etc.

10. Define payment schedule and financial terms identifying milestones for initial, progress and final payments.

Mentor will pay protege based on monthly pay applications.



CITY OF COLUMBIA

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Compliance Division
P.O. Box 147 | Columbia, South Carolina 29207
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

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: \$675,000.00

Percentage of Contract: 86% (Minimum of 20% of total contract amount is required)



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 Shirley Williams (Mentor Firm) this 21st day of Nov. 2018.
Corporate SEAL

By: [Signature]
Title: Owner

ATTEST:
By: [Signature]
Title: Office Manager

EXECUTED by HH Williams (Protégé Firm) this 21 day of Nov. 2018.
Corporate SEAL
By: [Signature]
Title: Vice President

ATTEST:
By: [Signature]
Title: Sec.

RECOMMENDED FOR APPROVAL:

EXECUTED by the Department of Utilities & Engineering, Compliance Division on this 29 day of JANUARY, 2019.

By: [Signature]
Title: Compliance Specialist



We Are Columbia

MEETING DATE: February 19, 2019

DEPARTMENT: Procurement and Contracts

FROM: Sandra Wright, Purchasing Agent

SUBJECT: Council is asked to approve the Flood Recovery Program Management 2019 Staffing and Services Plan, as requested by the Budget and Program Management Office. Award to Landmark Consulting, a Minority Business Enterprise in the amount of \$3,492,327.88. This firm is located in Columbia, SC.

REQUISITION NO.: R194594

FUNDING SOURCE AND ORIGINAL BUDGET AMOUNT: Funding Source: Flood Recovery 2531116 and will be charged to each grant according to the services provided. The original budgeted amount is \$3,750,000.00.

ORIGINAL BUDGET: \$3,750,000.00

CLEAN WATER 2020?: No

STRATEGIC GOALS: Provide high quality municipal services

City staff is requesting City Council approval for the allocation of funding for year three (3) of the Flood Recovery Program Management Services agreement with Landmark Consulting, LLC for the period of January 1, 2019 through December 31, 2019. The original agreement was awarded in December 2015 for a three (3) year period with two (2) optional, one (1) year renewals. Staff has negotiated a fee not to exceed \$3,492,327.88 for the specified needs included in the original agreement and summarized below. Landmark's staffing plan and associated costs are attached. Funding for this contract as allowed through the FEMA Public Assistance Program, CDBG-DR and FEMA Hazard Mitigation Grant Program. This contract is charged to account 2531116 and will be charged to each grant according to the services provided.

In year four (4) of the agreement, the staffing plan is focused on support for the implementation of the CDBG-DR Action Plan, repairs to the Canal embankment and head gates as well as continuation of the FEMA Public Assistance (PA) reimbursement process and the Hazard Grant Mitigation Application (HGMP). All the services associated with this agreement include: Disaster Recovery Project Management, Post Disaster Consulting/Grants, Management and Administration, HUD Community Development Block Grant - Disaster Recovery Management Support, FEMA 404 and 406 Hazard Mitigation Expertise, Financial and Grant Management Support, Data Management and Reporting Support, Disaster Recovery Engineering Related Services Support, and Disaster Recovery Procurement and Contracts Support Services.

Landmark Consulting, LLC is W/MBE firm headquartered in New Orleans, Louisiana with offices in Columbia, SC.

Summary:

Year 1	\$ 2,880,000.00	(includes \$576,000.00 in contingency)
Year 2	\$ 3,712,236.08	
Year 3	\$ 5,154,234.40	
Year 4 (proposed)	\$ 3,492,327.88	
Total	\$ 15,238,798.36	

ATTACHMENTS:

- **#a:** 2019 Flood Recovery Program Renewal - Council memo (PDF)
- **#b:** Landmark.DR4241FloodRecoveryProjectManagementServices.agr (PDF)



CITY OF COLUMBIA
Budget & Program Management Office
INTEROFFICE MEMORANDUM

TO: Teresa Wilson, City Manager **DATE: 2/11/2019**

FROM: Missy Caughman, Budget & Program Management Director/Flood Recovery

RE: Flood Recovery Program Management 2019 Staffing & Services Plan

City staff is requesting City Council approval for the allocation of funding for year four (4) of the Flood Recovery Program Management Services agreement with Landmark Consulting, LLC for the period of January 1, 2019 through December 31, 2019. The original agreement was awarded January 2016 for a three (3) year period with two (2) optional, one (1) year renewals. Staff has negotiated a fee not to exceed \$3,492,327.88 for the specified needs included in the original agreement. Landmark's staffing plan and associated costs are attached. Funding for this contract as allowed through the FEMA Public Assistance Program, CDBG-DR and FEMA Hazard Mitigation Grant Program. This contract is charged to account 2531116 and multiple grant accounts according to the services provided for each program.

The staffing plan is focused on support for the continuation of the FEMA Public Assistance (FEMA PA) reimbursement process related to repairs to City infrastructure; the Hazard Grant Mitigation Program (HGMP) to include Flood Property Acquisition Program and mitigation measures for city infrastructure and the continuation of the CDBG-DR Action Plan. All the services associated with this agreement include: Disaster Recovery Project Management, Post Disaster Consulting/Grants, Management and Administration, HUD Community Development Block Grant – Disaster Recovery Management Support, FEMA 404 and 406 Hazard Mitigation Expertise, Financial and Grant Management Support, Data Management and Reporting Support, Disaster Recovery Engineering Related Services Support, and Disaster Recovery Procurement and Contracts Support Services. Other than the Canal, FEMA PA work for repairs to city infrastructure will soon be completed. The remaining tasks will be the FEMA close out process. The CDBG-DR programs will be very active in 2019 with construction and repairs to homeowners. The HMGP program primarily focuses on the Property Acquisition program and while wrapping up closing on properties, the next major effort will be on the demolition process. Other HMGP efforts include the grant award for generators for water and sewer infrastructure and the Metro Wastewater Treatment Plant Dike project that is currently in a study and design phase.

Landmark Consulting, LLC is W/MBE firm headquartered in New Orleans, Louisiana with offices in Columbia, SC.



December 6, 2018

Ms. Missy Caughman
City of Columbia
Flood Recovery Manager
1136 Main St., Suite 504
Columbia, SC 29201

RE: Landmark Team Flood Recovery Program 2019 Staffing Plan

Dear Ms. Caughman

I am providing our 2019 Staffing Plan for your consideration. This plan identifies the positions, rates, hours, and expenses necessary to continue the City of Columbia Flood Recovery Program beginning January 2019 through December 2019.

Under this plan, the Landmark Team, including our Team Subconsultants, DESA and Plexos Group, will support the City in its continued flood recovery efforts. Specifically, the Landmark Team will continue to help the City negotiate and implement a permanent repair solution for the Columbia Canal, manage and execute nine different award allocations under the CDBG-DR Program, implement awards under FEMA's Hazard Mitigation Grant Program, initiate and manage FEMA's appeals, and manage FEMA's Public Assistance grants to the City for flood-related repairs to infrastructure and facilities (coordinate with SCEMD and FEMA to finalize all PWs, seek appropriate reimbursements, continue closeouts of PWs, ensure adequate documentation, etc.)

We look forward to assisting the City in its continued flood recovery efforts in 2019. Please let me know if you need any further information about this plan. You can reach me at 504.524.8880 or through email at keelyt@landmarkconsultingllc.com.

Sincerely,

A handwritten signature in blue ink, reading "Keely C. Thibodeaux".

Keely C. Thibodeaux, AIA, PMP
Principal

cc: Jeanne Yacoub, PE
Eric Cassell

**Columbia Staffing Plan 2019
Flood Recovery**

Role/Position	# positions	Billable Rate
Program Executive	1	\$ 225.00
Program Manager	1	\$ 210.00
Budget / Reporting	1	\$ 165.00
Document Control	1	\$ 75.00
Compliance QA/QC	1	\$ 155.00
Compliance Manager II	1	\$ 155.00
Sr. Project Manager	1	\$ 175.00
Engineering Support	1	\$ 200.00
Compliance Manager III	1	\$ 155.00
Compliance Manager I	1	\$ 115.00
Subject Matter Expert - Policy	1	\$ 175.00
Controls and Reporting	1	\$ 165.00
Lead Case Manager	1	\$ 125.00
Inspector III	1	\$ 115.00
Inspector II	1	\$ 100.00
Project Coordinator I - CDBG	1	\$ 90.00
Environmental QA/QC	1	\$ 115.00
Construction Manager	1	\$ 145.00
Case Manager	1	\$ 90.00
Total Labor Hours (23,700)		
Labor Cost		\$ 3,144,388.98
Expense Cost		
Travel, operating supplies		\$ 33,500.00
Project contingency		\$ 314,438.90
Total 2019 Staffing Plan		<u>\$3,492,327.88</u>



We Are Columbia

Utilities & Engineering Department
Contracts Division
1136 Washington Street, Columbia, SC 29201 · Phone 803-545-3400 · Fax 803-733-8674

January 8, 2016

Re: Notice to Proceed for Agreement for DR4241 Flood Recovery
Project Management Services ENGRFP0004-15-16;
Project Funding: 2532201 638400

Ms. Keely C. Thibodeaux
Principal
Landmark Consulting, LLC
525 Saint Charles Avenue, Suite 330
New Orleans, LA 70130

Dear Ms. Thibodeaux:

The City of Columbia has approved the subject Amendment with your firm. I have enclosed a fully executed duplicate original for your files.

This is your written authorization to proceed with the work described in the Amendment. Please forward all invoices to contractsdivision@columbiasc.net with a complete description of services rendered, **funding information 2532201 638400 as well as Purchase Order # P155913**. We also respectfully ask that the words "Final Invoice" be clearly displayed on the last invoice submitted for payment.

If you have any questions, please let me know at 545-3237.

Sincerely,

Shannon S. Lizewski, CPPO
Contracts Administrator

Enclosure

CC: Ms. Melissa A. Smith Gentry, P.E., ACM for Operations
Mr. Joseph D. Jaco, P.E., Director of Utilities & Engineering
Ms. Jan Alonso, Finance Director

STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

)
)
)

**AGREEMENT FOR PROGRAM
MANAGEMENT SERVICES**

THIS AGREEMENT entered into this 15 day of December, 2015 between The City of Columbia (hereinafter called the "City"), its successors and assigns, and Landmark Consulting, LLC (hereinafter called the "Consultant").

WITNESSETH:

WHEREAS, the City of Columbia has been severely and catastrophically affected by record levels of rain from the late evening hours of Saturday, October 3, 2015 through Tuesday, October 6, 2015, a 1000 year rain event; and

WHEREAS, this catastrophic 1000 year rain event resulted in widespread flooding throughout the City of Columbia causing fatalities, injuries, the loss of homes and businesses, causing thousands of individuals to become homeless, loss of potable water and food supplies; and

WHEREAS, the President of the United States, Barack Obama, at the request of South Carolina Governor Nikki Haley declared a Major Disaster pursuant to 42 U.S.C. Section 5170 for the City of Columbia and the County of Richland; and

WHEREAS, the Governor of the State of South Carolina Nikki Haley declared a state of emergency for the State of South Carolina and activated the National Guard for assistance due to the rainfall and resulting flooding; and

WHEREAS, on November 23, 2015 the City issued a Request for Proposals (RFP) for DR4241 Flood Recovery Project Management Services; and

WHEREAS, eleven local and national disaster recovery consultants responded to the City's RFP; and

WHEREAS, Consultant's proposal was determined to be the highest ranked responsive and responsible offeror; and

WHEREAS, the City desires to retain the services of the Contractor to provide the program management services for the City's disaster recovery program.

NOW, THEREFORE, the parties hereto do mutually agree as follows:

1. CONTRACT FOR SERVICES

The City hereby engages the Consultant and the Consultant hereby agrees to perform the services hereafter set forth. Consultant hereby represents and warrants to City that this Contract complies with all applicable federal laws, regulations and executive orders necessary for reimbursement with federal disaster assistance funds at the applicable rate. Consultant also represents and warrants that all work billed by Consultant under this Contract comports and will comport with federal guidelines for reimbursement with federal disaster relief funds for which the City applies.

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, Consultant, or any other party pertaining to any matter resulting from the contract.

2. SCOPE OF SERVICES AND TIME OF PERFORMANCE

The Consultant shall in a satisfactory and proper manner as determined by the City perform tasks necessary to complete the projects as outlined in Exhibit A, attached hereto. The Consultant has specialized knowledge to complete the projects without any training from the City and shall perform the

tasks in the order and in the manner that he or she determines is most effective and efficient without any City control over the details of Consultant's performance.

3. TERM OF AGREEMENT

The Agreement shall expire, unless terminated earlier as provided for herein and shall be for a period of three (3) years with two (2) one (1) year renewals unless earlier terminated by either party as provided herein. The Agreement shall expire at the end of the term unless an extension has been requested by either party and agreed to in writing by both parties prior to the expiration of the term. If the applicant closeout process has not been completed within this time period, the City may extend the agreement in order to ensure the Program Manager is available through the applicant closeout process.

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

4. ACCESS TO RECORDS

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

In addition, the following access to records requirements apply to the Agreement:

- A. The Consultant agrees to provide the City, and if at City's direction, the FEMA Administrator, the Comptroller General of the United States, or other third party access to any books, documents, papers, and records of the Agreement that are directly pertinent to the Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.
- B. The Consultant agrees to permit any of the foregoing parties to reproduce, at the expense of the requestor, by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- C. All requests for access to Consultant's records shall be made in writing.

5. AMENDMENTS

The parties may amend the Agreement at any time provided that such Amendments are executed in writing, signed by a duly authorized representative of both parties, and approved, where applicable, by the City's governing body.

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

6. ASSIGNABILITY/SUB-CONSULTING

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

The Consultant shall furnish and cause each of its sub consultants to furnish all information and reports required hereunder.

7. BREACH / WAIVER

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

8. CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

The Consultant will comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. §7401-7671(q) and the Federal Water Pollution Control Act as amended (33 U.S.C. §1251-1387).

The Consultant will report each violation to the City, Federal Emergency Management Agency (FEMA) and the appropriate Environmental Protection Agency Regional Office (EPA).

The Consultant agrees to include these requirements in each subcontract exceeding Twenty Five Thousand Dollars (\$25,000.00) financed in whole or in part with federal assistance provided by FEMA.

9. COMMENCEMENT OF SERVICES

The Consultant shall meet with the appropriate City staff members to commence the project at such date after the Notice to Proceed has been issued.

10. COMPENSATION

Consultant acknowledges that federal financial assistance may be used to fund the Agreement. Consultant will comply with all applicable federal law, regulations, executive orders, federal policies, procedures, and directives.

- A. The total compensation to be paid by the City to the Consultant in Year 1 under this Agreement shall be for services rendered, billed on an hourly rate basis and will not exceed Two Million, Eight Hundred and Eighty Thousand and No/100 Dollars (\$2,880,000.00), which amount includes a twenty (20%) percent contingency. Total compensation does not include reimbursable expenses, which expenses include travel, costs for messenger and delivery services, computerized research, non-standard copying services (such as presentation packages, architectural drawings, etc.) and search and filing fees.
- 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 as shown in the project schedule, show payment calculations and specify the person(s) rendering such service(s). Each invoice shall bear the signature of the Consultant, which signature shall certify that the information contained in the invoice is true and accurate and that the invoice amount is currently due and owing. The City will not pay interest or penalty on any past due amount. Each invoice must also clearly identify any portion of the fee invoiced for subconsultants services, specified in the Agreement, and identify if the

sub-consultant is a Minority Owned Business Enterprise, Small Business Enterprise, Disabled Veterans Owned Business Enterprise and Women Owned Business Enterprise.

The Consultant shall make sub consulting opportunities available to a broad base of qualified sub consultants to ensure maximum participation from Disadvantaged Business Enterprises (DBE), to include but not limited to: Minority Owned Business Enterprise, Small Business Enterprise, Disabled Veterans Owned Business Enterprise, and Women Owned Business Enterprise in all disciplines of the project.

- C. The Consultant shall, in performance of the Agreement, only use those sub consultants in the Agreement upon which the Consultant's proposal was based. Sub consultants substitutions shall only be made upon the Owner's approval. The Consultant shall enter into Agreements with those sub consultants, in the same dollar amount upon which the Consultant's proposal was based, prior to award of the Agreement. Such Agreements shall be contingent upon award of the Agreement by the Owner and the Owner's Notice to Proceed to the Consultant.

D. Invoicing Procedure:

1. The City's Project Manager or his/her designee must review all invoices prior to payment.
2. The Consultant's invoice must contain sufficient detail by task and resource and should be easily traceable to the work completed on the project schedule. Descriptions used in the project schedule shall match those descriptions contained in the Consultant's invoice.
3. The work completed on the Consultant's project schedule must be the basis for full or percentage of completion payment on the Consultant's invoice.
4. The Consultant will not request payment for taxes on Professional Services, labor or installation fees.
5. The Consultant will not invoice, or request payment for any equipment or services that may be specified in this contract prior to the delivery of said equipment or performance of said services.
6. The Consultant shall adhere to an agreed-upon delivery schedule for equipment and/or services. This is to ensure that the City does not have to pay for the advanced delivery of equipment that it was not expecting in that timeframe and/or have to warehouse or make space for unanticipated equipment deliveries. Exceptions to this requirement must be agreed to in writing.
7. All invoices shall include a valid Purchase Order number on the bill; if emergency purchases are required for any reason before a purchase order number is available, a copy of the emergency request for purchase should accompany the Consultant's invoice.
8. The Consultant shall name a representative that will be responsible for reviewing all invoicing concerns that the City may have concerning this project.
9. The Consultant shall submit receipts for all actual expenses.
10. Travel expenses including airfare and car rental shall be invoiced at cost, without markup and with approved documentation (Note: This section does not apply to travel within the Columbia region for work being performed for the contract but only pertains to travel to and from Columbia if necessary to fulfill the terms of the Agreement.).
11. Lodging shall be invoiced up to the per diem rate according to the GSA rates established at

www.gsa.gov, based on the date of travel.

12. Field documents and other equipment/supplies shall be invoiced at cost only; no markup allowed and with approved documentation, and
13. Other required non-labor expenses as may be applicable to the project and pre-approved by the City shall be invoiced at cost only; no markup allowed and with approved documentation.

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

11. COMPLIANCE WITH THE AGREEMENT / AGREEMENT WORK HOURS AND SAFETY STANDARDS ACT

- A. Overtime requirements. No Consultant or sub consultant contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- B. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the Consultant and any sub consultant responsible therefor shall be liable for the unpaid wages. In addition, such Consultant and sub consultant shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
- C. Withholding for unpaid wages and liquidated damages. The City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Consultant or sub consultant under any such Agreement or any other Federal Agreement with the same prime Consultant, or any other federally-assisted Agreement subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Consultant, such sums as may be determined to be necessary to satisfy any liabilities of such Consultant or sub consultant for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
- D. Subcontracts. The Consultant or sub consultant shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the sub consultants to include these clauses in any lower tier subcontracts. The prime Consultant shall be responsible for compliance by any sub consultant or lower tier sub consultant with the clauses set forth in paragraphs (1) through (4) of this section.

12. COPELAND "ANTI-KICKBACK" ACT AND DAVIS BACON ACT

The Consultant must comply with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145) as Supplemented by the Department of Labor regulations (29 C.F.R. Part 3 Consultant and Sub

consultants on public building or public work financed in whole or in part by loans or grants from the United States). The Act provides that each Consultant or sub recipient is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he/she is otherwise entitled. The City will report all suspected for reported violations to the federal awarding agency.

The Davis-Bacon Act applies to all projects applicable for Federal-aid construction projects exceeding \$2,000 and to all related subcontracts (regardless of subcontract size). The Consultant must comply with the 29 C.F.R. 5.5 "Agreement provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

13. 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 the 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.

14. EQUAL EMPLOYMENT OPPORTUNITY (EEOC)

During the performance of this Agreement, the Consultant agrees as follows:

- A. The Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, or national origin. The Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, or national origin. Such action shall include, but not be limited to 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 Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- B. The Consultant will, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, or national origin.
- C. The Consultant will send to each labor union or representative of workers with which he has a collective bargaining agreement or other Agreement or understanding, a notice to be provided advising the said labor union or workers' representatives of the Consultant's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- D. The Consultant will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- E. The Consultant will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the

administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

- F. In the event of the Consultant's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the Consultant may be declared ineligible for further Government Agreements or federally assisted construction

Agreements in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

- G. The Consultant will include the portion of the sentence immediately preceding paragraph and the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each sub consultant or vendor. The Consultant will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event the Consultant becomes involved in, or is threatened with, litigation with a sub consultant or vendor as a result of such direction by the administering agency the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

15. ETHICS

Consultant and any Subconsultant or Sub consultant is subject to the provisions of the 1991 Ethics Reform Act (S.C. Code Ann. §8-13-100, et seq, 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 the intent to:

- A. Influence the discharge of a public official's, public member's, or public employee's official responsibilities;
- B. Influence a public official, public member, or public employee to commit, aid in committing, collude in, or allow fraud on a governmental entity; or
- C. 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.

16. FINDINGS CONFIDENTIAL

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

In the event that the City receives a Freedom of Information Act request to provide confidential or proprietary information of the Consultant, City will notify Consultant as soon as practicable of such request.

17. INDEMNIFICATION, HOLD HARMLESS AND INSURANCE

A. The Consultant shall provide to the City evidence of the following insurance:

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 sublet, the Consultant shall require the sub consultant 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 Insurance - General Liability Insurance in accordance with the current Columbia Code of Ordinances, which can be located at www.columbiasc.net. The Consultant shall procure and maintain for the duration of the Agreement 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 Consultant, his agents, or representatives, employees or sub consultants.

- a. Commercial General Liability Insurance: Coverage in an amount not less than 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.
- b. Automobile Liability Insurance- \$500,000.00 combined single limit per accident for bodily injury and property damage.

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

- a. The Consultant shall provide the City with an Errors and Omissions Liability Policy
- b. (E&O Policy). The policy shall cover the City for all sources of liability which would be covered by the latest edition of the standard Errors and Omissions Liability Coverage Form, as filed for use by the City of Columbia, without the attachment of restrictive endorsements.
- c. The City of Columbia shall be named as an additional insured on the policy.
- d. Notice of Cancellation and/or Restriction: The policy must be specifically endorsed to provide the City with thirty (30) days' notice of cancellation, non-renewal, change in coverage, and/or restriction.

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 sub-contractor of the Consultant commencing any services under the Agreement and this insurance shall remain in effect throughout the term of the Agreement and any renewals. 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, except the City shall not be named as Additional Insured on Consultant's Professional Liability and Workers Compensation insurance.

C. The Consultant shall hold harmless, defend and indemnify the City from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Consultant's performance or nonperformance of the services or subject matter called for in the Agreement.

18. INDEPENDENT CONSULTANT / CONTRACTOR

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

19. INTEREST OF CONSULTANT

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

The Consultant is expected to make her 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 the Agreement.

20. LICENSES, PERMITS AND TAXES

- 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 the Agreement. The Consultant shall be responsible for any costs relating to same.
- B. The Consultant shall procure a City of Columbia business license while performing services under the Agreement.

21. NOTICE

- A. Written notice to the City shall be made by placing by registered mail, return receipt in the United States Mail, postage prepaid and addressed to: Office of the City Attorney, City of Columbia, Post Office Box 667, Columbia, South Carolina 29202.
- B. Written notice to the Consultant shall be made by registered mail, return receipt in the United States Mail, postage prepaid and addressed to Landmark Consulting, LLC, 525 St. Charles Avenue, Suite 330, New Orleans, LA, 70130.

22. COMMUNICATION PROTOCOLS

- A. City shall designate a City point of contact to coordinate all tasks and invoicing with Consultant. Consultant shall not perform any tasks under this Agreement unless directed to do so by the City's designated point of contact. Consultant shall submit all invoices to the designated point of contact.
- B. Consultant shall direct any questions, inquiries and requests for interviews from the media to the City's Public Relations department. Consultant shall not issue any press releases, hold briefings, conduct interviews or conduct any other public relations functions regarding any matter covered by this Agreement without prior written consent of the City.

23. NON-DISCRIMINATION

The Consultant will take affirmative action in complying with all federal, state and local requirements concerning fair employment and employment of the handicapped, and concerning the treatment of all employees, without regard or discrimination by reason of race, color, religion, sex, sexual orientation, national origin or physical handicap.

24. OVERSIGHT

- A. The City will maintain oversight to ensure the Consultant performs in accordance with terms, conditions and specifications of its contract or purchase orders per 2 C.F.R. §200.318(b)(General Procurement Standards) and 44 C.F.R §13.36 (Procurement).
- B. The Consultant shall be responsible for performance of all services required by the Agreement. The Consultant does not act as the City's agent or employee.

25. OWNERSHIP OF PROJECT DOCUMENTS

All data, documents or other information of any description generated by or used by the Consultant or any sub consultant retained by the Consultant and related to the services required by the 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 the Agreement.

26. REMEDIES

The Consultant shall only be entitled to the actual direct costs of all labor and material expended on the services required under the Agreement prior to the effective date of the termination. In no event shall the Consultant be entitled to anticipatory profit or damages for any termination under the 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.

27. SCHEDULE OF COMPLETION OF ACTIVITIES

Time is of the essence. The Consultant shall complete any and all services performed under the Agreement within the timeframes as outlined in the work plan to be developed by the parties and approved by the City.

28. SEVERABILITY

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

29. STATE LAW APPLICABLE

The Agreement shall be construed in accordance with federal, state, local laws, ordinances and codes in performing the work provided under the Agreement. The Consultant agrees to subject itself to the jurisdiction and venue of the Circuit Courts of Richland County, State of South Carolina as to all matters and disputes arising or to arise under the 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.

The Consultant acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Consultant's actions pertaining to this contract.

30. SUCCESSORSHIP

The agreement shall be binding upon the Consultant and upon its successors and assignees.

31. SUSPENSION AND DEBARMENT

The Consultant is subject to non-procurement Debarment and Suspension Regulations implementing Executive Orders 12549 and 12689, 2 C.F.R. pt. 180 (2 C.F.R. §200.212). The Agreement is a covered transaction for the purposes of C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the Consultant is required to verify that none of the Consultant(s), its principals (defined at 2 C.F.R. §180.995), or its affiliates (defined at 2 C.F.R. §180.905) are excluded (defined at 2 C.F.R. §180.940) or disqualified (defined at 2 C.F.R. §180.935).

The Consultant must comply 2 C.F.R. 180, sub-part C and 2 C.F.R. pt. 3000, sub-part C and must include a requirement to comply with these regulations in any lower-tier covered transaction it enters into.

Execution of the Agreement is a material representation of fact relied upon by the City. If it is later determined that the Consultant did not comply with 2 C.F.R. pt. 180, sub-part C and 2 C.F.R. pt. 3000, sub-part C in addition to remedies available to the State of South Carolina Emergency Management Division and the City of Columbia, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

The Consultant agrees to comply with the requirements of 2 C.F.R. pt. 180, sub-part C and 2 pt. 3000, sub-part C during the duration of the project and throughout the period of any Agreement that may arise from this project.

The Consultant further agrees to include a provision requiring such requirements in its contracts with its sub-consultants.

The Consultant shall notify the City in accordance with Notice, if Consultant or any of its sub-consultants becomes suspended or debarred during the course of this project. In the event that a sub-consultant becomes suspended or debarred during the course of this project, the parties will work together to determine what, if any, course of action to be taken with regard to the suspended or debarred sub-consultant.

32. TERMINATION OF AGREEMENT

The City may terminate the Agreement at any time upon any of the following grounds:

A. Non Appropriation

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

B. Termination of Agreement for Cause

If, through any cause, the Consultant shall fail to fulfill in a timely and proper manner these obligations under the Agreement, or if the Consultant shall violate any of the covenants, agreements, or stipulations of the Agreement, the City shall thereupon have the right to terminate the Agreement by giving written notice to the Consultant of such termination and specifying the effective date thereof, at least fifteen (15) days before the effective date of such termination. In such event, all finished or unfinished documents, data studies, surveys and reports prepared under the Agreement shall become the property of the City.

Notwithstanding the above, the Consultant shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the Contract by the Consultant and the City may withhold any payments to the Consultant until such time as the exact amount of damages due to the City from the Consultant is determined.

The Consultant fails to perform any of the services required in this Agreement if after notice of such deficiency by the City, Consultant does not correct such deficiency within fifteen (15) days having been notified by the City of such deficiency or the parties fail to agree upon a corrective action plan within that time.

C. Termination for Convenience of the City

The City may terminate this Contract at any time by giving written notice to the Consultant of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. In that event, all finished or unfinished documents and other material as described in Access to Records shall, at the option of the City, become its property.

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

D. Force Majeure;

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

F. By mutual agreement

33. USE OF RECOVERED MATERIALS

A. The Consultant shall comply with Section 6002 of the Solid Waste Disposal Act as amended by the Resource Conservation and Recovery Act (2 C.F.R. §200.322). In performance of the Agreement, the Consultant shall make maximum use of products containing recovered materials that are EPA designated items unless the product cannot be acquired:

1. competitively within a timeframe providing for compliance with the Agreement performance schedule;
2. meeting Agreement performance requirements; or
3. at a reasonable price.

B. Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, <http://www.epa.gov/cpg/>. The list of EPA-designate items is available at

<http://www.epa.gov/cpg/products.htm>.

34. WHOLE AGREEMENT

The Agreement represents the entire Agreement between the City and the Consultant and supersedes all prior communications, negotiations, representations or agreements, either written or oral. Only written Amendment signed by both the City and the Consultant may amend the Agreement.

35. MISCELLANEOUS

- A. Nothing in the Agreement shall be construed to give any rights or benefits to anyone other than the City and the Consultant.
- B. In the event there are any disagreements between the City and the Consultant with regard to any of the requirements, specifications or interpretation of the 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 the Agreement, if any, shall not be construed against the City.
- C. The Agreement is subject to City Council approval.
- D. The Consultant and sub-consultants shall not use the Department of Homeland Security (DHS) seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA preapproval.
- E. The Consultant acknowledges that 31 U.S.C. chapter 38 (Administrative Remedies for False Claims and Statements) applies to the Consultant's and sub-consultants' actions pertaining to the Agreement.
- F. Buy American Act (41 U.S.C. 10a et seq.)
The Buy American Act applies to any contract that is funded in whole or in part by funds under the Disaster Mitigation Act of 2000. The Contractor must comply with the requirements of the Buy American Act and require that all subcontractors also comply with this Act.

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IN WITNESS WHEREOF, the City and the Consultant have entered into this Agreement as of the date first above written.

CITY OF COLUMBIA, SOUTH CAROLINA



Witness

By: 

City Manager



Witness

LANDMARK CONSULTING, LLC

By: 

Title: 

Exhibit A – Scope of Services

In accordance with instructions given by the City through specific Task Orders, Consultant shall do and perform Services including but not limited to:

1. CONTRACTED SERVICES:

Grant Management

The Consultant is to provide assistance and support for grants management and administration as needed for federal and state programs, including primarily, but not limited to, the Federal Emergency Management Agency Public Assistance Program, Federal Emergency Management Agency Hazard Mitigation Program, and U.S. Department of Transportation programs. The Consultant shall work closely and collaborate with various funding agencies and internal City departments to ensure the proper use and application of federal and state funds. The Consultant shall focus on maximizing eligible, allocable federal dollars. The Consultant shall conduct efficient processes that reduce the timeline for eligibility determinations that support project cash flow sources and uses. The Consultant will provide technical knowledge and experience, proven business processes, and policy strategies. In order to develop and implement the framework of grant activities, The Consultant shall perform services and work necessary to complete the following objectives and tasks:

- i. Develop a document management plan that specifically outlines the structure, containment, and management of all project documentation consistently for all City departments. Effectively maintain efficient and complete records concerning any and all applicable grant programs.
- ii. Compile and summarize/justify costs for presentation to Federal agencies and State agencies for reimbursement of eligible costs, ensuring compliance with applicable regulations.
- iii. Attend meetings with the City, Federal agencies, and State agencies to negotiate and represent Project Worksheets (PWs) and the obligation of eligible amounts.
- iv. Provide grant management advice to maximize reimbursements of disaster recovery expenses.
- v. Provide advice to City personnel and consultants; attend and participate in meetings as required.
- vi. Prepare draft correspondence to local, Federal and State officials as necessary.
- vii. Prepare and conduct the close-out process, ensuring maximum recovery and retention of all eligible funding, satisfactory disposition of appeals and availability of supporting documents for future audits.
- viii. Keep track and monitor Consultant's own time and activities by project, or as allowable under the provisions of Federal guidance for direct administrative, indirect, and project management costs (reference Federal regulations and policy guidance for these topics).
- ix. Provide written performance and status reports to City on the status of the FEMA Public Assistance program and other grant programs as requested. The performance and status report should include, but is not limited to, the following:
 - Hours billed and amount invoiced by personnel
 - PW and grant application development and revisions
 - PW and grant application submissions and approvals
 - Obligated amounts versus eligible estimates
 - Issues with PW and grant application submissions and resolutions
 - Issues requiring assistance
 - Amounts awarded to City per PW and grant application
 - Requests For Reimbursement submitted
 - Estimated and actual costs
 - Reimbursements received by City

- Insurance deductions
- PW and grant application closeouts

Grant Development

The Consultant shall provide services to maximize grant funding for the City, including but not limited to the following objectives and tasks:

- A. Prepare and coordinate the development of PW's and versions as required with the City, Federal agencies and State agencies. This includes project development, formulation, and processing as required for small and large projects.
- B. Prepare, submit and track Hazard Mitigation Grant program applications as require with the City, Federal agencies and State agencies. This includes project or program development, formulation, processing, and monitoring as required.
- C. Work with the City departments and divisions to obtain all costs and necessary backup documentation to develop, revise and submit PW's and grant applications to the Federal agencies and State agencies to be approved, obligated and reimbursed.
- D. Review eligibility issues for the City and develop justifications for presentation to the Federal agencies, State agencies, and other agencies involved in providing disaster recovery funds.
- E. Ensure that all eligible damages have been identified, quantified, and presented to the City, Federal agencies, and State agencies. All eligible damages shall be incorporated into PW's and grant applications with supporting documentation and proper cost estimates, using the FEMA Cost Estimating Factor (CEF) when necessary.
- F. Review contracts, bid documentation, change orders, and other records to support the proper preparation and presentation of PW's, grant applications and eligible activities.

Policy Support

The Consultant shall provide support to the City on all relative grant policies, including but not limited to providing the City with any changes in policies, procedures, processes, or deadlines throughout the financial disaster recovery process.

Audit Preparation and Management

The Consultant shall provide support services to the City to manage and prepare for potential audits from the City receiving grant funding. These services will include but should not be limited to:

- A. Prepare for and respond to inspections and audits for on-going and completed projects.
- B. Prepare formal audit responses and justifications; attend associated meetings and hearings as needed.

Additional Services

The Consultant shall provide, or as needed retain the services of, professional experts to prepare damage assessments and technical reviews and oversight in the furtherance of program objectives. The Consultant shall also provide cost reconciliation support as needed. The Consultant shall provide destructive and non-destructive testing, as needed to document damages, including but not limited to roof system analysis, wall system testing, metallurgy, hazardous materials testing, geotechnical investigations, topographic surveys and other related information necessary to support the identification of storm related damage. The Consultant shall obtain three or more proposals from qualified third parties when required for the Project and recommend to the City for approval. Additional Services shall be considered a reimbursable expense and billed to the City at a rate of 1.1 times the actual cost.

Program Management

The Program Management shall be performed by the consultant, hereinafter from time to time, as the context requires, referred to as "Program Manager" includes those activities needed to successfully organize and implement the overall Project and the individual component projects identified under the Project, including:

- A. Technical consultation and support to the Utilities and Engineering Department.
- B. General project planning, management, and administration.
- C. Project schedule and cost control.
- D. Architecture and design review and management.
- E. Construction contract bid and award support,
- F. Construction management, oversight, administration, and
- G. Project controls.

The City shall be responsible for procurement of architectural, engineering, and architectural-engineering (design consultant) services (with the assistance of the Project Manager) to be performed under the Project, and shall also be responsible for publicly bidding all construction contracts. Contract documents (plans and specifications) shall be designed and stamped by the design consultant responsible for preparation; the Program Manager shall review the contract documents for adherence to the design criteria, guidelines and standards established by the City.

The role of the Program Manager (as outlined above) on the project shall be to provide management services to the individual projects throughout the various phases of work; these phases include planning, preliminary design, final design, bid and award, construction, commissioning and warranty phases. In the performance of management services, the Program Manager may have responsibility for and may be responsible to perform design or construction work and the City will authorize the services via a Task Order. The design work shall be the responsibility of an architectural and/or engineering firm, duly licensed to perform in the state of South Carolina that shall contract with the City directly and therefore will be the Engineer of Record throughout the life of an individual project liable for the work performed. The construction shall be performed by general contractors, duly licensed to perform in the State of South Carolina, and these general contractors shall be also liable for their work. The general contractors will also be contracted directly with the City.

2. KEY PERSONNEL CLAUSE:

Consultant must provide the City a resume and proposed position and rate as described in Exhibit "B" for all proposed staff.

3. FURTHER PROVISIONS:

- a. The Consultant will obtain the City's approval before it substitutes consultants in the subject matter.
- b. The City and the Consultant bind themselves under the Additional Terms and Conditions attached hereto.
- c. The City will provide personal work spaces for assigned Consultant staff at City-owned or leased locations.

- d. The City will provide access to City owned or leased locations during customary office hours for assigned Consultant staff. Also, when warranted and requested by the Consultant, the City will either provide security to City owned properties, or the City will authorize the Consultant to provide their own security as a billable expense based on the terms and rates of this contract.
- e. The City will provide limited internet connectivity, land line telephone service, proprietary software licenses for special software that the City may require the Consultant to utilize during the duration of the contract and City email service and addresses for assigned Consultant staff located at City owned or leased locations.
- f. Provide administration of the Agreement through the Office of Recovery
- g. Provide access to all personnel and records deemed necessary for the performance of the Services by the Consultant.

Exhibit B – Program Staff Augmentation List and Rate Sheet

See attached pages 113 and 114 from Consultant's proposal

APPENDIX Xii:

ENGRFP#00004-15-16
DR4241 Flood Recovery Project Management Services

APPENDIX XII – PROGRAM STAFF AUGMENTATION LIST

The following is a list of positions to augment specific job duties as it relates to the Scope of Work. Additional positions may be included in response as applicable to specific work to be performed. Include title/classification of position and a description of work or tasks to be performed along with hourly rate. Title substitutions are allowed.

Program Manager - Provides guidance and supervision of contracted staff. Ensures all rules, policies and guidelines are adhered to in accordance with local, State and Federal regulations. Oversees the project management of contracted purchase orders and acts as liaison to the City's Program and Contract Managers. Responsible for quality control, performance reporting, providing the Division the status of projects, and coordinating with the City's Public Assistance Officer when requested.

Project Lead - Provide information to the City's Program and Contract Manager, establish and maintain quality control, provide technical support, monitor and report status of projects. Knowledgeable and experienced with FEMA rules and regulations, able to work with State, Federal and local officials and be customer service oriented.

Public Assistance Subject Matter Expert - Develop project worksheets, gather documentation, assist in project applications, and provide programmatic assistance. Knowledgeable of FEMA rules and regulations, able to work with State, Federal and local officials and be customer service oriented.

Grant Subject Matter Expert - Monitor recovery grant activities, coordinate and communicate with stakeholders, ensure contract and records are maintained, prepare correspondence when necessary. Knowledgeable of grants management, able to work with State, Federal and local officials and be customer service oriented.

Planning Subject Matter Expert – Assists in the advancement and monitoring of Recovery projects, Stafford Act Appeals, financial monitoring and reporting, and recovery logistics. Prepare and upload project documentation, and prepare status tracking reports of projects. Must have the ability to perform administrative assignments in an accurate and efficient manner.

Engineer (Junior) – Assists in the development and review of engineering project requirements, scopes of work, assessment reports, project specifications and special provisions and offers assistance with project management and oversight to ensure all FEMA and other federal, state and local guidelines are adhered to. Expected to have a minimum of 5 years of engineering experience related to utility systems (water, sanitary sewer and storm drainage), road and bridge infrastructure, and facility (buildings and parks) design or redevelopment.

Engineer (Senior) – Assists in the development and review of engineering project requirements, scopes of work, assessment reports, project specifications and special provisions and offers assistance with project management and oversight to ensure all FEMA and other federal, state and local guidelines are adhered to. Expected to have a minimum of 10 years of engineering experience related to utility systems (water, sanitary sewer and storm drainage), road and bridge infrastructure, and facility (buildings and parks) design or redevelopment.

APPENDIX Xii:

ENGRFP#00004-15-16

DR4241 Flood Recovery Project Management Services

Administrative Support Specialist - Prepares and uploads documents, tabulates timesheets, provide human resources support, answer phone lines, general administrative duties in the overall support of projects, field operations and management. Must have the ability to perform administrative functions in an accurate and efficient manner.

Documentation Subject Matter Expert – Assist with for storage, cataloging and retrieval of documents. Maintain the integrity of working documents and update documentation when revised, maintain systems for document storage and retrieval. Must have the ability to perform administrative functions in an accurate and efficient manner.

Procurement Subject Matter Expert – assists with procurement of equipment, supplies and services, preparation of bid solicitations. Must have the ability to perform administrative functions in an accurate and efficient manner.

HOURLY RATES AND REIMBURSABLE PROJECT EXPENSES

Please include your hourly rates by position as outlined and defined above:

Program Manager	\$ 210 /hr.
Project Lead	\$ 200 /hr.
Public Assistance Subject Matter Expert	\$ 165 /hr.
Grant Subject Matter Expert	\$ 165 /hr.
Planning Subject Matter Expert	\$ 175 /hr.
Engineer (Junior)	\$ 140 /hr.
Engineer (Senior)	\$ 165 /hr.
Administrative Support Specialist	\$ 75 /hr.
Documentation Subject Matter Expert	\$ 85 /hr.
Procurement Subject Matter Expert	\$ 175 /hr.
Other	\$ 195 /hr.

EXHIBIT C

SUBCONSULTANT FIRM INFORMATION RECORDS

The Consultant shall list all firms, including minority and female owned firms, providing sub-consulting services under this Agreement. The list shall be submitted in the format provided below. Any proposed changes must be submitted in writing to the City, including the reason(s) for the proposed changes, prior to initiation of any action by the Consultant. Any invoices submitted for payment under this Agreement must include the dollar amount to be paid to each firm listed below for the invoice period.

Firm Name and Address	Contact Name and Telephone Number	Services to be Provided	Dollar Value of Services
Plexos Group, LLC 8680 Bluebonnet Blvd., Suite F Baton Rouge, LA 70810	David Odom 225-757-5344	Compliance / Project Management Services	TBD
DESA, Inc. 400 Percival Road Columbia, SC 29206	Diane Sumpter 803-743-1142	Project Management Services	TBD
Chao & Associates, Inc. 7 Clusters Court Columbia, SC 29210	C. Jimmy Chao 803-772-8420	Engineering Support and Oversight	TBD



We Are Columbia

MEETING DATE: February 19, 2019

DEPARTMENT: Procurement and Contracts

FROM: *Sandra Wright, Purchasing Agent*

SUBJECT: Council is asked to approve a Contractual Services Agreement for the Advanced Metering Infrastructure Project, as requested by Columbia Water. Award to Badger Meter, in the amount of \$38,774,252.65. This firm is located in Milwaukee, WI.

PURPOSE: The total project cost is \$38,774,252.65 of which \$27,004,681.50 is material cost, \$10,679,636.15 is meter installation cost, and \$1,089,935.00 is O&M cost for years 1-3. In accordance with the Columbia Disadvantage Business Enterprise Program (CDBE) Guidelines, the cost of equipment purchased or leased may not count toward CDBE credit. Although the total project cost is \$38,774,252.65, only \$10,679,636.15 (meter installation) can be assigned a CDBE goal.

Based on the methodology utilized to calculate the local availability of DBEs ready, willing, and able to perform, a CDBE goal of 25% was placed on the total cost of the meter installation (\$10,679,636.15). Farmer Construction, LLC, a CDBE of Columbia, SC will provide installation services at \$1,815,538.15 and AOS Contractors, a CDBE of Lexington, SC will provide construction-concrete services for meter installation at \$884,273.87. The CDBE goal was met at \$2,699,812.02, accounting for 25.28% of total meter installation and 7.16% of the total project cost (not including O&M). Another sub-consultant, XtraLight Manufacturing, Ltd., of Raleigh, NC, will also provide installation of water meters, project management of installations, inventory management and control services at \$7,979,824.

REQUISITION NO.: R187027

FUNDING SOURCE AND ORIGINAL BUDGET AMOUNT: Funding Source: 5529999-WM435401-658650 - The original budget amount is \$40,000,000.00.

ORIGINAL BUDGET: \$40,000,000.00

CLEAN WATER 2020?: No

STRATEGIC GOALS: Provide high quality municipal services

Badger Meter is providing a BEACON AMA Cellular solution system implementation that will cover the entire customer service area. The Installation Subcontractor, Utility Metering Solutions (UMS) is to perform meter changes as along with retrofit installations at approximately 145,000 meter locations.

Services to be performed will impact all City Council Districts, and areas outside of the City limits. The Office of the City Attorney has reviewed the Agreement and the ACM for Columbia Water and the Director of Utility Operations recommend its approval.

ATTACHMENTS:

- **#a:** Badger Beacon Agreement -Legal Approved (PDF)
- **#b:** 1. AMI Master Agreement Badger Signed (PDF)
- **#c:** 2. Exhibit A - Statement of Work 02072019 (DOCX)
- **#d:** 7. Exhibit B Business_Information_for_Subcontractors (PDF)
- **#e:** Methodology for Calculating AMI CDBE Percentage (3) (003) (PDF)

Badger Meter BEACON AMA Managed Solution General Agreement

This BEACON AMA MANAGED SOLUTION GENERAL AGREEMENT ("**BEACON Agreement**") is entered into as of the _____ day of _____, 201__ (the "**Effective Date**") by and between Badger Meter, Inc., a Wisconsin corporation with offices located at 4545 W. Brown Deer Road, Milwaukee, Wisconsin 53223 ("**Badger Meter**"), and the City of Columbia, SC, and as applicable its officers, directors, members, board members, governing members, trustees, commissioners, elected and appointed officials, employees, agents, consultants and other representatives ("**Customer**").

1. **ACCESS AND USE OF SERVICE.** Badger Meter has developed a hosted, on-demand, software service for the BEACON AMA Managed Solution ("Service") via a website ("Portal") which is accessible to its Customers and their end users ("Consumers") to view metering and water usage service information. Upon Badger Meter's Acceptance of the terms of this BEACON Agreement, Badger Meter grants to Customer the right to remotely access and use the Service from the Portal for Customer's internal business use and for the benefit of Consumers during the Term. Except for the rights to access and use the Portal and the Service granted to Customer and its Consumers during the Term as defined below, Badger Meter retains all other intellectual property rights related to the Portal and the Service.
2. **TERM.** The term of this BEACON Agreement begins on the Effective Date and continues for the initial term of three (3) years with twenty (20) additional annual options to renew based on mutual agreement of the parties unless earlier terminated in accordance with Sections 11 or 12 of the BEACON Agreement (the "**Term**"). The parties reserve the right to terminate this agreement per the termination clauses and conditions as outlined in Sections 11 and 12 of this agreement.
3. **COMPENSATION –** The total compensation to be paid by the Customer to the Badger Meter under this Agreement shall be governed by the pricing set forth in Appendix 2 - Final Cost Sheet and as summarized as follows:
 - a. For the initial three-year term as outlined herein and for optional annual terms or years 4-10, if exercised, the Customer shall pay Badger Meter an amount not to exceed \$0.385 per Endpoint per month for each endpoint installed by the Customer and Badger Meter.
 - b. For optional annual terms during years 11-20, the Customer shall pay Badger Meter an amount not to exceed \$0.363 per Endpoint per month for each endpoint installed by the Customer and Badger Meter.
 - c. As applicable, if any annual option renewal terms are required after year 20 or (b) above, the parties reserve the right to negotiate the terms and not to exceed monthly charge per Endpoint within 90 days of the last anniversary date.

Badger Meter shall submit invoices quarterly based on the amount of installed endpoints per month for services rendered. For example, if in months 1–3 of the project, the team completes 500 installations in month one, 1,000 installations in month two and 2,000 installations in month three, Badger Meter will invoice the Customer for (500 x 3 months, 1,000 x 2 months and 2,000 for 1 month for a total of 5,500 Service Units. Each invoice submitted must describe the services for which payment is requested, show payment calculations and specify the person(s) rendering such service(s). During the term of the installation project, each invoice shall bear the signature of Badger Meter project manager, 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 Customer will not pay interest or penalty on any past due amount.

4. **RESTRICTIONS ON RIGHT TO USE THE SERVICE.** Customer agrees that neither Customer, its employees and contractors ("Authorized Users") nor those water end users whom Customer has approved as an end-user of the Portal and Service by Customer ("Consumers") will perform any of the following actions when accessing the Portal or utilizing the Service:
 - a. Sell, license, sublicense, or otherwise permit access by unauthorized third parties to the Portal or the Service.
 - b. Remove patent, copyright, trademark or other intellectual property markings on the Portal or Service.
 - c. Copy, disassemble, reverse engineer, or otherwise modify the Portal or Service.
 - d. Use the Portal or Service in a manner that violates any international, federal, state or local law, rule or regulation.

5. **CUSTOMER DATA.** Any information provided to Badger Meter by Customer or its Consumers in accessing or using the Portal or the Service, including but not limited to any personally identifiable information ("Customer Content") shall remain the property of Customer. Customer grants Badger Meter the right to host, access, store and use such Customer Content and to provide, maintain and enhance the Portal and the Service. Customer shall remain responsible for complying with all applicable data privacy and security laws related to the Customer Content and represents to Badger Meter that it has obtained consent from the Authorized Consumers to transmit the Customer Content to Badger Meter and to allow Badger Meter to host, access store and use and allow access to the Customer Content.

6. **CUSTOMER'S REPRESENTATIONS AND WARRANTIES.** Customer represents and warrants to Badger Meter that Customer:
 - a. Has the right and authority to enter into this BEACON Agreement and to meet its legal obligations under this BEACON Agreement.
 - b. Will comply with all applicable international, federal, state and local laws rules and regulations ("Law") related to the performance of its obligations under this BEACON Agreement and the use of the Services and will ensure that neither Customer, its employees or agents or the Consumers will access the Portal or the Service in any manner that violates any applicable Law.

- c. Will not resell, license, sublicense, assign, transfer or distribute to third parties, access to the Portal or Service.
 - d. Will not alter, reverse engineer, disassemble, or otherwise modify the Portal, or the Service, or make any derivative work based in whole or in part on the Portal or the Service.
 - e. Will require that the Consumers comply with Badger Meter's End User Terms and Conditions for use of the Portal and Service as it may be updated from time to time.
7. **INDEMNIFICATION.** To the extent permitted by law, Customer agrees to defend, indemnify, and hold harmless Badger Meter as well as its parents, subsidiaries, affiliates, officers, employees, agents, licensors, Suppliers, representatives and customers and each of their respective employees, officers, directors, members and representatives (the "**Provider Parties**"), against any and all claims made against the Provider Parties by any third party arising out of or related to: (i) Customer's, Authorized Users or Authorized Consumers access and use of the Portal, Service, or Documentation; (ii) violation of applicable law by Customer, its Authorized Users or Authorized Consumers; or (iii) a dispute between Customer and any Authorized User or Authorized Consumer

8. WARRANTY

(a) **Service Warranty.** Badger Meter represents and warrants to Customer that the Portal and Service will be provided pursuant to the **Attachment A - Service Level Agreement**. In providing the Portal and Service, Badger Meter will maintain sufficient data storage capacity to satisfy the technical requirements and required storage capacity to host the Portal and Service, in its reasonable discretion. If Customer allows unauthorized users to access the Portal, Service or Documentation, this express limited warranty will immediately become null and void.

(b) **Remedy for Breach of the Express Limited Warranty.** If the Portal, Service or Documentation fail to meet the terms of the express limited warranty set forth in Section 8(a), Customer is required to notify Badger Meter promptly as defined in **Attachment A - Service Level Agreement**. Customer's exclusive remedy for a breach of the express limited warranty is a Service credit to be calculated in accordance with **Attachment A - Service Level Agreement**.

(c) **BADGER METER EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES INCLUDING MERCHANTABILITY, TITLE, NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT, OR IMPLIED WARRANTIES ARISING FROM A COURSE OF DEALING, INDUSTRY PRACTICE OR USAGE OF TRADE, THAT THE PORTAL AND SERVICE WILL BE UNINTERRUPTED, ERROR FREE OR FREE OF HARMFUL COMPONENTS, AND EXPRESSLY DISCLAIMS ANY WARRANTIES AS TO THE RELIABILITY, QUALITY, SECURITY, CONDITION, DESIGN, SUITABILITY, INTER-OPERABILITY, AVAILABILITY, COMPLETENESS OF THE PORTAL OR SERVICE OR THAT ANY DATA, INCLUDING THE CUSTOMER DATA, WILL BE SECURE OR NOT OTHERWISE LOST OR DAMAGED.**

ESSENTIAL TERMS. THE ENFORCEABILITY OF THIS SECTION 8 IS ESSENTIAL TO BADGER METER'S WILLINGNESS TO ENTER INTO THIS BEACON AGREEMENT WITH CUSTOMER.

9. LIMITATION OF LIABILITY. CAP ON DAMAGES

- a. LIMITATIONS OF LIABILITY: IN NO EVENT SHALL BADGER METER BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR (A) ANY CLAIM FOR SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY THEREOF; (B) ANY CLAIM RESULTING FROM LOSS OF DATA, BREACH OF CONFIDENTIALITY, LOST REVENUE OR LOST PROFITS; OR (C) ANY OTHER CLAIM ARISING IN CONTRACT, TORT, OR OTHERWISE. ANY CLAIM AGAINST BADGER METER MUST BE BROUGHT NO MORE THAN THREE (3) MONTHS FROM THE DATE THE CLAIM AROSE.

CAP ON DAMAGES. NEITHER PARTY'S NOR ANY OF ITS RESPECTIVE AFFILIATES ANNUAL LIABILITY UNDER THIS AGREEMENT WILL EXCEED THE AMOUNTS THE CUSTOMER ACTUALLY PAYS BADGER METER UNDER THIS AGREEMENT FOR THE SERVICE THAT GAVE RISE TO THE CLAIM DURING THE 12 MONTHS PRECEDING THE CLAIM. NOTHING IN THIS SECTION 9 WILL LIMIT CUSTOMER'S OBLIGATION TO PAY BADGER METER FOR USE OF THE SERVICES PURSUANT TO SECTION 3.

10. CONFIDENTIALITY.

- a. Protection of Confidential Information. The parties agree that any nonpublic information shared between the parties in connection with their performance under this BEACON Agreement shall be deemed to be confidential and proprietary, including but not limited to the Customer Content ("Confidential Information"). Each party agrees to hold the other party's Confidential Information in strict confidence and will not copy, reproduce, give, sell, assign, license, market, transfer or otherwise dispose of the Confidential Information to third parties or use the Confidential Information for any purposes whatsoever other than as contemplated by this BEACON Agreement, without the other party's prior written consent.
- b. Return/Destruction. Within ten (10) days after receiving a request from the Disclosing Party, the Receiving Party agrees to either return to the Disclosing Party tangible and intangible originals and copies of any Confidential Information, as well as any materials developed using the Confidential Information, or destroy the Confidential Information Traffic Information. All de-identified data generated or collected by Badger Meter through operation of the Portal and the Service is referred to as the "Traffic Data." All Traffic Data shall be the Confidential Information of and owned exclusively by Badger Meter.
- c. Third Party Requests for Confidential Information. Neither party may disclose the other party's Confidential Information except as permitted under this BEACON Agreement or as otherwise required by law. If a party receives a request for access to the other party's Confidential Information, that party agrees to inform the disclosing party in writing within three (3) business days of receipt of the request unless prohibited by law.

- d. Exclusions from Confidential Information. Confidential Information of a party shall not include information which: (i) is in or becomes part of the public domain through no fault of the receiving party; (ii) the receiving party can prove was known to it prior to its receipt from the disclosing party; (iii) is independently developed by the receiving party outside of this BEACON Agreement without the use of the disclosing party's information; or (iv) is obtained by the receiving party from a third party which had no obligation of confidentiality to the disclosing party.
- e. Equitable Relief. The parties agree that in the event of a breach of this Section 10, money damages may be inadequate. Either party may seek injunctive, declaratory or other equitable relief to prevent a breach of this Section 10.

11. TERMINATION BY BADGER METER.

- a. Badger Meter will have the right to terminate this BEACON Agreement prior to the expiration of the Term upon (i) a material breach after providing ten (10) days written notice to Customer and an opportunity to cure; (ii) a violation of Customer's representations and warranties; or (iii) upon an assignment for the benefit of creditors, the appointment of a receiver for its business or assets, or avails itself of, or becomes subject to, any proceeding under any statute of any province, state or country relating to insolvency or for the protection of creditor rights or if Customer becomes insolvent or technically bankrupt.
- b. Badger Meter will have the right to terminate this BEACON Agreement upon non-payment of subscription fee by Customer for the Service.
- c. Upon termination of this BEACON Agreement, (i) Badger Meter may cease providing access to the Portal and the Service to Customer and its Authorized Users; (ii) Customer and its End Users will have no further right to use the Portal or the Service; (iii) will immediately cease using the Portal and the Service, and will receive no further Services; (iv) the parties will deliver to each other any Confidential Information of the other party in its possession or control and (v) Badger Meter may cease gathering data from Customer's endpoints at 120 days after termination.
- d. If Customer desires to reinstate Service after termination, a reinstatement fee will apply.

12. TERMINATION BY THE CUSTOMER.

The Customer may terminate the contract at any time upon any of the following grounds: 1) Failure by the Customer to appropriate funds in its budget to pay the respondent for the requested service; 2) Badger Meter fails to perform any of the services required in the BEACON Agreement per the express limited warranty in Section 8 , and does not correct such deficiency within thirty (30) days after having been notified of such deficiency by the Customer; 3) force majeure; 4) Upon expiration of the term of the agreement; 5) by mutual agreement; and 6) For the convenience of the Customer, at the Customer's discretion, for any reason whatsoever deemed to be in the best interests of the Customer.

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, Badger Meter 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 Badger Meter prior to the date of termination of the agreement. Badger Meter shall not be entitled to any claim against the Customer for any additional compensation or damages in the event of such termination and payment.

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

13. DATA SECURITY AND RECOVERY.

- a. **Data Transmission Risks.** Customer acknowledges that security of transmissions over the Internet or the cellular network cannot be guaranteed. Badger Meter is not responsible for (i) Customer or its Consumer's access to the Internet; (ii) interception or interruptions of communications through the Internet or over the cellular network; or (iii) changes or losses of data through the Internet. In order to protect Customer Content, Badger Meter may suspend Customer, Authorized Users or Consumers use of the Portal or Service immediately, without prior notice, pending an investigation of any potential security breach.
- b. **Password Protection.** Customer agrees to maintain the privacy of usernames and passwords associated with the Portal and Service. Customer shall remain responsible for all activities that occur under Customer's password or Internet account. Customer will immediately notify Badger Meter of any unauthorized use of Customer's password or Internet account or any other breach of security, and ensure that Customer exits from Customer's Internet account at the end of each session. Badger Meter shall not be liable for any damages incurred by Customer, its Consumers or any third party arising from Customer or its Consumer's failure to comply with these security obligations.
- c. **Third Party Access.** To the extent that Customer requests that Badger Meter provide any Customer Content to Consumers or third parties, Customer represents that it has acquired any consents or provided any notices required to transfer such content or information and that such transfer does not violate any Law.

14. GENERAL.

- a. Binding Agreement. This BEACON Agreement is binding upon and will inure to the benefit of the parties and their respective successors and assigns.
- b. Affiliates. This BEACON Agreement covers only the employees and agents of Customer. If Customer wishes to have any entity that directly or indirectly controls, is controlled by or is in common control with Customer ("Affiliate") access the Portal and use the Service, Customer's Affiliate must execute a separate agreement with Badger Meter.
- c. Assignment. Either party may assign its rights and obligations under this BEACON Agreement with the express written consent of the other party, which consent will not be unreasonably withheld or delayed. Notwithstanding the foregoing, Badger Meter may assign its rights and obligations under this BEACON Agreement without the consent of the Customer (i) upon a sale of a majority of its outstanding capital stock to an affiliate or third party; (ii) if it sells all or substantially all of its assets; or (iii) in the event of a similar change of control.
- d. No Waiver; Severability. All rights and remedies of the parties are separate and cumulative. The waiver or failure of either party to exercise any right or remedy provided under this BEACON Agreement will not be deemed a waiver of any further right or remedy.
- e. Savings Clause. The invalidity of any provision of this BEACON Agreement shall not affect the validity and binding effect of the remaining provisions.
- f. No Third Party Beneficiaries. Nothing express or implied in this BEACON Agreement shall confer any rights, remedies, obligations or liabilities whatsoever to third parties.
- g. Governing Law. The terms of this BEACON Agreement are governed by the laws of the State of South Carolina, without reference to its conflict of laws principles, the parties consent to the exercise of personal jurisdiction over them by the state and federal courts sitting in Richland County, South Carolina, and waive any objection that they would otherwise have to venue in such courts.
- h. Survivability. Any provision of this BEACON Agreement which by its nature should survive termination or expiration of this BEACON Agreement shall survive its expiration or termination.
- i. Force Majeure. Neither party shall be liable for any delay due to causes beyond its reasonable control, such as acts of God, natural disasters, strike, work stoppage or other labor dispute, riots, acts of war or terrorism, or any action or restraint by court order or public or governmental authority.
- j. Amendment. This BEACON Agreement may only be amended by a written document signed by both parties.
- k. Entire Agreement. This BEACON Agreement constitutes the entire agreement between the parties with regard to its subject matter and supersedes all prior or contemporaneous agreements, discussions, negotiations, representations or proposals, whether written or oral.
- l. Privacy Policy: Badger Meter's Privacy Policy, is attached along with the Badger Meter's Terms of Use, which may be updated at Badger's sole discretion. Should Badger Meter make changes to the Privacy Policy or Terms of Use, we will notify you by posting a notice on <https://beaconama.net>. Your continued use of the BEACON AMA Managed Solution after we

make changes to either the Privacy Policy or Terms of Use, constitutes the acceptance of those changes.

[End of Page]

IN WITNESS WHEREOF, the authorized representatives of the parties hereby bind the parties to this BEACON AMA Managed Solution General Agreement by signing below:

BADGER METER, INC

THE CITY OF COLUMBIA, SC

Signature

Signature

Printed Name

Printed Name

Title

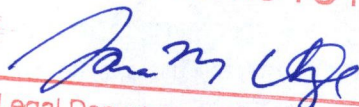
Title

Date

Date

Witness: _____

Witness: _____

APPROVED AS TO FORM

Legal Department City of Columbia, SC

ATTACHMENT A

SERVICE LEVEL AGREEMENT

This Service Level Agreement ("SLA") will go into effect upon completion of Endpoint Provisioning, which is the point during meter installation when the endpoint is installed and verified to provide data to the BEACON AMA Managed Solution.

1. CUSTOMER SUPPORT.

Service Levels. Within one (1) hour after a request for Customer Support Services from Customer, Badger Meter will respond to such request in accordance with the procedures set forth below. Customer may report the problem by phone, email or website provided by Badger Meter to Customer. Badger Meter will use commercially reasonable efforts to meet the response and resolution times set forth below:

Severity Level	Response Time	Resolution Time
Level 1 – Service is unavailable	one (1) hour	six (6) hours
Level 2 – certain interruptions but service is still available	twenty-four (24) hours	twenty-four (24) hours
Level 3 – minor intermittent malfunction	twenty-four (24) hours	three (3) days
Level 4 – suggestions for new features or enhancements to BEACON Portal and Service	twenty-four (24) hours	Evaluated, scheduled and prioritized for potential inclusion in upcoming releases.

2. BEACON PORTAL AND SERVICE AVAILABILITY PROMISE.

Badger Meter will use commercially reasonable efforts to fulfill the following Service Promise:

- BEACON Portal and Service Availability of 99% within each calendar month, excluding any Emergency Downtime, Scheduled Downtime, any unavailability of the Portal and Service due to

any Force Majeure Event and any unavailability of the Portal and Service less than fifteen (15) minutes in duration following written notice thereof.

Definitions

"Availability" is the monthly uptime percentage with normal functionality of the Portal and the Service, calculated as described below.

"Emergency Downtime" means any unavailability of the Portal or Service due to a temporary suspension by Badger Meter to perform maintenance to address any, urgent and unexpected issue with the Portal or Service.

"Scheduled Downtime" means any unavailability of the Portal or Service due to scheduled maintenance. Scheduled maintenance may occur between 10:00 p.m. on Saturday to 4:00 a.m. on Sunday (Pacific Time) every week. Badger Meter shall have the right to change the scheduled maintenance times upon notice to Customer posted on the BEACON Portal.

CALCULATION of BEACON Portal and Service Availability:

Availability is measured by Badger Meter through standard monitoring software that tests the application availability at least every five (5) minutes and logs unavailability incidents (date and UTC time) for each monitored component.

Availability is calculated as the percentage of uptime in the applicable calendar month, excluding scheduled downtime:

$$\left(1 - \frac{\text{Total Unavailability Minutes}}{\text{Total Minutes of Service Month} - \text{Total Minutes of Approved Downtime}} \right)$$

Where:

"Total Unavailability Minutes" is the cumulative unavailability time in minutes in the applicable month where the Portal and Service are not available due to unplanned outages or from systematic errors on the part of Badger Meter,

"Total Minutes of Service Month" is the cumulative time in minutes in the month in question, calculated by taking the number of days in month x 24 hours/day x 60 minutes/hour, and

"Total Minutes of Approved Downtime" is the cumulative time in minutes in the applicable month where the Supplier applications are not available due to scheduled downtime; other planned scheduled outages, or approved exclusion conditions as defined in this SLA.

In order to be included within the Total Unavailability Minutes: (a) Customer shall notify Badger Meter, in writing, via email (techsupport@badgermeter.com) of the unavailability of the Portal or the Service; (b) such unavailability shall be greater than fifteen (15) minutes in duration following Badger Meter's receipt of such notice; and (c) Customer shall notify Badger Meter, in writing, via email within twenty-four (24) hours of such unavailability that it should be included within the Total Unavailability Minutes unless such unavailability is due to any Emergency Downtime, Scheduled Downtime, or any unavailability of the Services due to any Force Majeure Event.

Service Credits

If Badger Meter fails to meet the BEACON Portal and Service Availability Promise, the following Service Credits will be calculated as follows:

Service Credit = Endpoint Service Units Consumed in the Month * (1 - Availability) rounded to the next whole number

For example;

Availability	Service Credit (Service Units per 1,000 Service Units consumed in the month)
95%	50
90%	100
80%	200
70%	300
60%	400
50%	500

Service Credit will be added to Customer's account in the form of pre-paid Service Units for the same endpoint type(s).

3. **MONTHLY BILLING DATA SERVICE PROMISE.**

Badger Meter will use commercially reasonable efforts to fulfill the following Service Promise:

- The BEACON AMA Managed Solution will successfully provide Monthly Billing Data for at least 98.5% of provisioned accounts at the time of billing request to the BEACON AMA Managed Solution.

Definitions

"Managed Solution" is a system that consists of a network deployment using fixed network and/or cellular endpoints, where Badger Meter maintains the responsibility for managing the reading hardware and software for system operation over the Term of the BEACON Agreement.

"Provisioned Accounts" are accounts with cellular or fixed network endpoints that are discovered by the network, fully able to communicate with the network, and completely entered correctly in the BEACON AMA Managed Solution.

"Monthly Billing Data" is a valid meter reading obtained within three (3) days of the billing as performed through the BEACON AMA Managed Solution to provisioned accounts.

CALCULATION of Monthly Billing Data Service Promise for Provisioned Accounts:

Monthly Billing Data success rate is calculated by the count of accounts in the billing cycle with meter read data within three (3) days ("**Count of Billing Reads**") divided by the number of active and Provisioned Accounts in the billing cycle ("**Count of Total Billing Cycle**").

$$\frac{\text{Count of Billing Reads}}{\text{Count of Total Billing Cycle}}$$

Where:

“Count of Billing Reads” is the total number of accounts in the billing file with valid data that a billing quality reading is supplied for managed solution endpoints.

“Count of Total Billing Cycle” is the total number of accounts with valid data in the billing file being processed for managed solution endpoints.

If Customer suspects that the Monthly Billing Data Service Promise has not been met for a particular Billing Cycle, (a) Customer shall notify Badger Meter, in writing, within twenty-four (24) hours of the occurrence, via email (techsupport@badgermeter.com) of the Count of Billing Reads and Count of Total Billing Cycle of managed solution endpoints; (b) the specific time and date when the billing read file was generated.

Service Credits

If Badger Meter fails to meet the Monthly Billing Data Service Promise, Service Credits will be calculated as follows:

Service Credit = Managed Solution Endpoint Service Units Consumed in the Month * (1 - Monthly Billing Data Success Rate) rounded to the next whole number

For example;

Monthly Billing Data Success Rate	Service Credit (Service Units per 1,000 Service Units consumed in the month)
95%	50
90%	100
80%	200
70%	300
60%	400
50%	500

Service Credit will be added to Customer's account in the form of pre-paid Service Units for the same endpoint type(s).

4. **MISCELLANEOUS.**

Exclusions

The BEACON Portal and Service Availability Promise and Monthly Billing Data Service Promise do not apply to any of the following performance issues, in addition to other exclusions herein:

- (i) Resulting from any actions or inactions of Customer, its Authorized Users or Authorized Consumers;
- (ii) Resulting from Customer or its suppliers' equipment, software, or other technology and/or Customer's third party equipment, software, or other technology outside of Badger Meter's control;
- (iii) Caused by failures, including, but not limited to, internet connectivity, port availability, firewall configuration, or cellular networks at Customer's location;
- (iv) Resulting from Customer's breach of any term or condition under the BEACON Agreement;
- (v) Caused by unexpected or unintentional RF interference or signal obstruction caused by sources not present or not in use during endpoint installation;
- (vi) Caused by intentional RF interference or signal obstruction not present during endpoint installation, caused by third parties;
- (vii) Caused by Customer, an Authorized User's or an Authorized Consumer's misuse or abuse of the Portal or Service;
- (viii) During an event triggering a disaster recovery and for a twenty-four (24) hour period after the resumption of the Service following such an event to allow for the system to return to normal operating ranges;
- (ix) Arising from Badger Meter's suspension or termination of Customer's right to use the BEACON Managed Solution in accordance with the BEACON Agreement;
- (x) Arising from failure of Customer to follow Badger Meter's published installation, operation and maintenance instructions and Clarifications from Badger Meter's Preliminary Network Design;
- (xi) When outdoor temperatures either exceed or are below the endpoint operating temperature range as described in the applicable product data sheet.
- (xii) Accounts read using manual, touch read, handheld and mobile technology are not included as part of the Monthly Billing Data Service Promise, as these reading technologies are outside of Badger Meter's control.

In the event Badger Meter does not meet a Service Promise hereunder, Badger Meter will conduct a commercially reasonable root cause analysis of the Service promise failure. If Badger Meter's analysis is

inconclusive, or if Badger Meter concludes that circumstances outside of Badger Meter's control caused the Service promise failure, or if Badger Meter concludes that a failure falls under any other exclusions described hereunder, Customer will not be entitled to a Service Credit. If Badger Meter's analysis is conclusive and that circumstances within Badger Meter's control caused the Service failure, Customer will be eligible to receive a Service Credit as described above.

EXCEPT AS EXPRESSLY PROVIDED IN THIS SLA, THE SERVICE CREDITS SPECIFIED IN THIS SLA WILL BE CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR BADGER METER'S FAILURE TO MEET THE SERVICE PROMISE SPECIFIED IN THIS SLA.

Badger Meter will report Service Promises and applicable Service Credits upon request and upon a commercially reasonable frequency. Following each report, upon Customer request, the parties will discuss such performance and the extent to which any Service Credits either are appropriate or should be modified due to circumstances not captured by the reporting methodology.

Upon agreement concerning the Service Credits due, such Service Credits will be applied against Badger Meter's charges in the months following the month in which the credits were incurred.

5. BEACON AMA MANAGED SOLUTION SECURITY POLICY

- 1. BEACON AMA Portal and Service Information Security Program.** Badger Meter maintains an information security program (including the adoption and enforcement of internal policies and procedures) designed to (a) support the BEACON AMA Managed Solution, (b) identify reasonably foreseeable and internal risks to the BEACON Portal and Service security and unauthorized access to the Badger Meter Network, and (c) minimize security risks. The BEACON Portal and Service information security program includes the following measures:

- 1.1 Network Security.** The Badger Meter Network is electronically accessible to employees, and contractors necessary to provide the Portal and Service. Badger Meter maintains access controls and policies to manage what access is allowed to the Badger Meter Network from each network connection and user, including the use of firewalls or functionally equivalent technology and authentication controls. Badger Meter maintains corrective action and incident response plans to respond to potential security threats.

1.2 Physical Security.

1.2.1 Physical Access Controls. Physical components of the Badger Meter Network are housed in nondescript facilities (the “Facilities”). Physical barrier controls are used to prevent unauthorized entrance to the Facilities both at the perimeter and at building access points. Passage through the physical barriers at the Facilities requires either electronic access control validation (e.g., card access systems, etc.) or validation by human security personnel (e.g., contract or in-house security guard service, receptionist, etc.). Employees and contractors are assigned photo-ID badges that must be worn while the employees and contractors are at any of the Facilities. Visitors are required to sign in with designated personnel, must show appropriate identification, and are assigned a visitor ID badge that must be worn while the visitor is at any of the Facilities, and are continually escorted by authorized employees or contractors while visiting the Facilities.

1.2.2 Limited Employee and Contractor Access. Badger Meter provides access to the Facilities to those employees and contractors who have a legitimate business need for such access privileges. When an employee or contractor no longer has a business need for access privileges, the access privileges are promptly revoked, even if the employee or contractor continues to be an employee of Badger Meter or its affiliates.

1.2.3 Physical Security Protections. All major access points (other than main entry doors) are maintained in a secured (locked) state. Access points to the Facilities are monitored by video surveillance cameras designed to record all individuals accessing the Facilities. All physical access to the Facilities by employees and contractors is logged and routinely audited.

1.2.4 Pre-Employment Screening. Badger Meter conducts criminal background checks, as permitted by applicable law, as part of pre-employment screening practices for employees commensurate with the employee’s position and level of access to the Facilities. Badger Meter will not permit an employee to have access to the non-public Customer Data or perform material aspects of the Service if such employee has failed to pass such background check.

2. Continued Evaluation. Badger Meter will conduct periodic reviews of the security of its Badger Meter Network and adequacy of its information security program as measured against industry security standards and its policies and procedures. Badger Meter will continually evaluate the security of its Badger Meter Network and associated Service to determine whether additional or different security measures are required to respond to new security risks or findings generated by the periodic reviews.

3. Customer Responsibilities. System security is a shared responsibility between Badger Meter and Customer. Customer shall assign a systems service administrator to be responsible for establishing

access and usage policies. Customer shall develop commercially reasonable policies and procedures to insure physical security, establishing account access approvals and procedures, conduct regular reviews of access rights, and provide security awareness training for staff using the Service. The administrator shall also be responsible for policies and procedures related to Authorized Consumers access to their individual data resident on the Network.

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Badger Meter BEACON[®] AMA and EYEONWATER[®] Website Privacy Policy

Last modified: April 17, 2018

Note: This Privacy Policy applies only where not superseded by a governing Badger Meter BEACON AMA Master Software as a Service Agreement.

These websites are owned and operated by Badger Meter, Inc. This Privacy Policy describes our policies and practices for collecting and using information we may obtain from you when you visit, use, exchange electronic messages with, or download mobile applications from <https://beaconama.net/> or <https://eyeonwater.com/> (our "Websites").

This Policy does not apply to information we collect through any other means or to information collected by any third party (including our affiliates and subsidiaries), such as information that may be collected by any application or content (including advertising) that may link to or be accessible from our Websites.

You must agree to the terms of this Privacy Policy to use our Websites. Your continued use of these Websites after we make changes to this Privacy Policy will be an acceptance of those changes. If you do not agree to our Privacy Policy or any changes to it, you should not use our Websites and do not have permission to do so.

Information We Collect and How We Collect It

We may collect the following types of information ("collectively **"Information"**") from users of our Websites:

- Information that is identifiable to you as an individual, such as name, postal address, e-mail address, IP address and telephone number ("**Personal Data**");
- Information about your water meter, including its location, and your water usage;
- Information about your electronic communications equipment and software, such as you internet connection, computer operating system, and browser; and
- Information about how you interact with our Websites, such as which pages you visit, which links you follow, and what terms you search.

We collect this Information in two ways:

- Directly from you when you provide it to us by subscribing, downloading our application, or registering, filling in forms, contacting us, posting, chatting, or requesting products services; and
- Automatically, through the use of cookies as you search or navigate through the Websites.

A cookie is a small file placed on the hard drive of your computer or other device. We are able to read the information stored in these cookies for information purposes when you revisit our Websites. We use the cookie information to know whether the Websites are operating optimally and to enable us to provide an enjoyable and innovative online experience.

The type of information we collect through cookies is specific to your computer or other device and includes the IP address, date and time the device accessed our Websites, what parts of our Websites were visited, and whether the web pages requested were delivered successfully. This information is anonymous; it represents a computer rather than a person.

You can block cookies by changing settings on your computer or other device and you can erase cookies already placed on your computer (see your browser Help file). If you do erase or block cookies, you may not be able to use some features of the Websites that depend on them.

How We Use Your Information

We may use the Information we collect from you or that you provide to us:

- To present our Websites and their contents to you and allow you to participate in interactive features.
- To enhance the performance of our Websites and to improve our products and services.
- To provide you with information, products, or services that you request.
- To provide you with notices about your subscription.
- To carry out our obligations and enforce our rights arising from any contracts between you and us, including for billing and collection.
- To notify you about changes to our Websites or any products or services we offer or provide through them.
- In any other way we may describe when you provide the Information.
- For any other purpose with your consent.

Disclosure of Your Information

We may disclose Information that we collect or you provide as described in this Privacy Policy:

- To our subsidiaries and affiliates.
- To contractors, service providers and other third parties we use to support our business.
- To a buyer or other successor in the event of a merger, divestiture, restructuring, reorganization, dissolution or other sale or transfer of some or all of Badger Meter's assets or stock, whether as a going concern or as part of bankruptcy, liquidation or similar proceeding, in which information held by Badger Meter about our Websites users is among the assets transferred.
- To fulfill the purpose for which you provide it.
- For any other purpose disclosed by us when you provide the Information.
- With your consent.

We may also disclose your Information:

- To comply with any court order, law, or legal process, including responding to any government or regulatory request.
- To enforce or apply our Terms of Use, found at <https://beaconama.net/tou/termsfuse.html>, and other agreements between us, including for billing and collection purposes.
- If we believe disclosure is necessary or appropriate to protect the rights, property, privacy or safety of Badger Meter, our customers, or others.
- Aggregated with information about other users so that it does not identify any individual.

We will not disclose, sell or release Information that we collect or you provide as described in this Privacy Policy:

- To be used in marketing, solicitation of outside services, or otherwise by third parties

Data Security

We have implemented reasonable measures designed to secure your Information against accidental loss, unauthorized access, use, alteration, and disclosure. These measures include using Secure Socket Layer (SSL) technology to encrypted transaction data, and password controlled access to parts of our Websites. You are responsible for keeping your password confidential. We ask you not to share your password with anyone.

Unfortunately, the transmission of information via the internet is not completely secure. No one can guarantee the security of your Information transmitted to our Websites, including us. Any transmission of Information is at your own risk. We are not responsible for circumvention of any privacy settings or security measures contained on the Websites.

Governing Law

All disputes or claims relating to the Websites and this Privacy Policy shall be governed by and construed in accordance with the internal laws of the State of Wisconsin without giving effect to any choice or conflict of law provisions.

By using our Websites, you agree that any dispute arising out of, or related to, this Privacy Policy or your use of the Websites shall be brought exclusively in the federal or state courts located in Milwaukee, Wisconsin. You waive any objections to the exercise of jurisdiction over you by such courts and agree to venue in such courts to the fullest extent permitted by law.

Changes to Our Privacy Policy

If we make changes to how we treat our users' Information which we consider to be material, we will notify you by posting a notice on <https://beaconama.net/>, by posting the newest Privacy Policy at <https://beaconama.net/> or <https://eyeonwater.com/>, and by indicating the most recent revision date at the top of the page.

Notice to California Residents:

If you are a California resident, you are permitted by California law to request information regarding the disclosure of your Personal Data by Badger Meter to third parties for the third parties' direct marketing purposes. This Privacy Policy applies only to activities within the State of California. You may request such information by sending an email to us at: techsupport@badgermeter.com.

Notice to Citizens and Residents of Canada.

The Information provided or collected by use of this Websites will be stored on servers located in the United States of America. If you wish to review or change the details we have about you, please contact us as set out below.

EU-U.S. Privacy Shield Framework

Badger Meter, Inc. adheres in its processing of personal data received in the U.S. from the EU (“EU Data”) to the EU-U.S. Privacy Shield Framework Principles designed by the U.S. Department of Commerce and the European Commission (the “Principles”). For more information about the Principles, please visit the Department of Commerce’s [Privacy Shield Website](#).

Please direct any inquiries or complaints regarding our compliance with the Principles to privacyshield@badgermeter.com. If we do not resolve your complaint, you may submit your complaint free of charge for resolution to [JAMS](#), our designated Privacy Shield dispute resolution provider. Under certain conditions specified by the Principles, you may also be able to invoke binding arbitration to resolve your complaint. We are subject to the investigatory and enforcement powers of the FTC. If we share EU Data with a third-party service provider that processes the data solely on our behalf, then we may be held liable if that third party processes EU Data in violation of the Principles, unless we prove that we are not responsible for the event giving rise to the damage.

You can review our Privacy Shield registration [here](#).

Access Rights

If you are a resident of a country that provides you with the right to request a copy of the personal data Badger Meter holds about you and/or to correct any inaccuracies within such data, and Badger Meter is required by applicable laws to respond to such requests, then you may address such requests to techsupport@badgermeter.com. Badger Meter will use reasonable efforts to supply, correct or delete information that we hold about you or to advise you if we are not required by applicable laws to comply with such requests.

Contact Information

For questions about our privacy practices, or if you have any security concerns or wish to report vulnerabilities, contact us at: techsupport@badgermeter.com.

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Badger Meter BEACON AMA Terms of Use

Last modified: March 28, 2014

Note: These Terms of Use apply only where not superseded by a governing Badger Meter BEACON AMA Master Software as a Service Agreement.

Acceptance of the Terms of Use

Welcome to the BEACON AMA website of Badger Meter, Inc. ("**Company**", "**we**" or "**us**"). The following terms and conditions, together with any documents they expressly incorporate by reference, these "**Terms of Use**", govern your access to and use of <https://beaconama.net/>, including any content, functionality and services offered on or through <https://beaconama.net/>, (the "**Website**").

Please read the Terms of Use carefully before you start to use the Website. **By using the Website, you accept and agree to be bound and abide by these Terms of Use and our Privacy Policy, found at <https://beaconama.net/privacy.html>, incorporated herein by reference.** If you do not want to agree to these Terms of Use or the Privacy Policy, you must not access or use the Website.

This Website is offered and available to users who are 18 years of age or older, and reside in the United States or any of its territories or possessions. By using this Website, you represent and warrant that you are of legal age to form a binding contract with the Company and meet all of the foregoing eligibility requirements. If you do not meet all of these requirements, you must not access or use the Website.

Changes to the Terms of Use

We may revise and update these Terms of Use from time to time in our sole discretion. All changes are effective immediately when we post them, and apply to all access to and use of the Website thereafter.

Your continued use of the Website following the posting of revised Terms of Use means that you accept and agree to the changes. You are expected to check this page each time you access this Website so you are aware of any changes, as they are binding on you.

Accessing the Website and Account Security

We reserve the right to withdraw or amend this Website, and any service or material we provide on the Website, in our sole discretion without notice. We will not be liable if for any reason all or any part of the Website is unavailable at any time or for any period. From time to time, we may restrict access to some parts of the Website, or the entire Website, to users, including registered users.

You are responsible for:

- Making all arrangements necessary for you to have access to the Website.
- Ensuring that all persons who access the Website through your internet connection are aware of these Terms of Use and comply with them.

To access the Website or some of the resources it offers, you may be asked to provide certain details or other information. It is a condition of your use of the Website that all the information you provide on the Website is correct, current and complete. You agree that all information you provide to register with this Website or otherwise, including but not limited to through the use of any interactive features on the Website, is governed by our Privacy Policy (<https://beaconama.net/privacy.html>) and you consent to all actions we take with respect to your information consistent with our Privacy Policy.

If you choose, or are provided with, a user name, password or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any other person or entity. You also acknowledge that your account is personal to you and agree not to provide any other person with access to this Website or portions of it using your user name, password or other security information. You agree to notify us immediately of any unauthorized access to or use of your user name or password or any other breach of security. You also agree to ensure that you exit from your account at the end of each session. You should use particular caution when accessing your account from a public or shared computer so that others are not able to view or record your password or other personal information.

We have the right to disable any user name, password or other identifier, whether chosen by you or provided by us, at any time in our sole discretion for any or no reason, including if, in our opinion, you have violated any provision of these Terms of Use.

Intellectual Property Rights

The Website and its entire contents, features and functionality (including but not limited to all information, software, text, displays, images, video and audio, and the design, selection and arrangement thereof), are owned by the Company, its licensors or other providers of such material and are protected by United States and international copyright, trademark, patent, trade secret and other intellectual property or proprietary rights laws.

These Terms of Use permit you to use the Website for your personal, non-commercial use only. You must not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store or transmit any of the material on our Website, except as follows:

- Your computer may temporarily store copies of such materials in RAM incidental to your accessing and viewing those materials.
- You may store files that are automatically cached by your Web browser for display enhancement purposes.
- You may print one copy of a reasonable number of pages of the Website for your own personal, non-commercial use and not for further reproduction, publication or distribution.
- If we provide desktop, mobile or other applications for download, you may download a single copy to your computer or mobile device solely for your own personal, non-commercial use, provided you agree to be bound by our end user license agreement for such applications.
- If we provide social media features with certain content, you make take such actions as are enabled by such features.

You must not:

- Modify copies of any materials from this site.
- Use any illustrations, photographs, video or audio sequences or any graphics separately from the accompanying text.
- Delete or alter any copyright, trademark or other proprietary rights notices from copies of materials from this site.

You must not access or use for any commercial purposes any part of the Website or any services or materials available through the Website.

If you print, copy, modify, download or otherwise use or provide any other person with access to any part of the Website in breach of the Terms of Use, your right to use the Website will cease immediately and you must, at our option, return or destroy any copies of the materials you have made. No right, title or interest in or to the Website or any content on the Website is transferred to you, and all rights not expressly granted are reserved by the Company. Any use of the Website not expressly permitted by these Terms of Use is a breach of these Terms of Use and may violate copyright, trademark and other laws.

Trademarks

The Company name, the terms, including, but not limited to, BADGER METER, BEACON, MAKING WATER VISIBLE, ORION , the Company logo and all related names, logos, product and service names, designs and slogans are trademarks of the Company or its affiliates or licensors. You must not use such marks without the prior written permission of the Company. All other names, logos, product and service names, designs and slogans on this Website are the trademarks of their respective owners.

Prohibited Uses

You may use the Website only for lawful purposes and in accordance with these Terms of Use. You agree not to use the Website:

- In any way that violates any applicable federal, state, local or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the US or other countries).
- For the purpose of exploiting, harming or attempting to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information or otherwise.
- To send, knowingly receive, upload, download, use or re-use any material which does not comply with the Content Standards set out in these Terms of Use.
- To transmit, or procure the sending of, any advertising or promotional material, including any "junk mail", "chain letter" or "spam" or any other similar solicitation.
- To impersonate or attempt to impersonate the Company, a Company employee, another user or any other person or entity (including, without limitation, by using e-mail addresses associated with any of the foregoing).

- To engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Website, or which, as determined by us, may harm the Company or users of the Website or expose them to liability.

Additionally, you agree not to:

- Use the Website in any manner that could disable, overburden, damage, or impair the site or interfere with any other party's use of the Website, including their ability to engage in real time activities through the Website.
- Use any robot, spider or other automatic device, process or means to access the Website for any purpose, including monitoring or copying any of the material on the Website.
- Use any manual process to monitor or copy any of the material on the Website or for any other unauthorized purpose without our prior written consent.
- Use any device, software or routine that interferes with the proper working of the Website.
- Introduce any viruses, trojan horses, worms, logic bombs or other material which is malicious or technologically harmful.
- Attempt to gain unauthorized access to, interfere with, damage or disrupt any parts of the Website, the server on which the Website is stored, or any server, computer or database connected to the Website.
- Attack the Website via a denial-of-service attack or a distributed denial-of-service attack.
- Otherwise attempt to interfere with the proper working of the Website.

User Contributions

The Website may contain message boards, chat rooms, personal web pages or profiles, forums, bulletin boards and other interactive features (collectively, "**Interactive Services**") that allow users to post, submit, publish, display or transmit to other users or other persons (hereinafter, "**post**") content or materials (collectively, "**User Contributions**") on or through the Website.

All User Contributions must comply with the Content Standards set out in these Terms of Use.

Any User Contribution you post to the site will be considered non-confidential and non-proprietary. By providing any User Contribution on the Website, you grant us and our affiliates and service providers, and each of their and our respective

licensees, successors and assigns the right to use, reproduce, modify, perform, display, distribute and otherwise disclose to third parties any such material for any purpose.

You represent and warrant that:

- You own or control all rights in and to the User Contributions and have the right to grant the license granted above to us and our affiliates and service providers, and each of their and our respective licensees, successors and assigns.
- All of your User Contributions do and will comply with these Terms of Use.

You understand and acknowledge that you are responsible for any User Contributions you submit or contribute, and you, not the Company, have fully responsibility for such content, including its legality, reliability, accuracy and appropriateness.

We are not responsible, or liable to any third party, for the content or accuracy of any User Contributions posted by you or any other user of the Website.

Monitoring and Enforcement; Termination

We have the right to:

- Remove or refuse to post any User Contributions for any or no reason in our sole discretion.
- Take any action with respect to any User Contribution that we deem necessary or appropriate in our sole discretion, including if we believe that such User Contribution violates the Terms of Use, including the Content Standards, infringes any intellectual property right or other right of any person or entity, threatens the personal safety of users of the Website or the public or could create liability for the Company.
- Disclose your identity or other information about you to any third party who claims that material posted by you violates their rights, including their intellectual property rights or their right to privacy.
- Take appropriate legal action, including without limitation, referral to law enforcement, for any illegal or unauthorized use of the Website.
- Terminate or suspend your access to all or part of the Website for any or no reason, including without limitation, any violation of these Terms of Use.

Without limiting the foregoing, we have the right to fully cooperate with any law enforcement authorities or court order requesting or directing us to disclose the identity or other information of anyone posting any materials on or through the Website. YOU WAIVE AND HOLD HARMLESS THE COMPANY AND ITS AFFILIATES, LICENSEES AND SERVICE PROVIDERS FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY ANY OF THE FOREGOING PARTIES DURING OR AS A RESULT OF ITS INVESTIGATIONS AND FROM ANY ACTIONS TAKEN AS A CONSEQUENCE OF INVESTIGATIONS BY EITHER SUCH PARTIES OR LAW ENFORCEMENT AUTHORITIES.

However, we do not undertake to review material before it is posted on the Website, and cannot ensure prompt removal of objectionable material after it has been posted. Accordingly, we assume no liability for any action or inaction regarding transmissions, communications or content provided by any user or third party. We have no liability or responsibility to anyone for performance or nonperformance of the activities described in this section.

Content Standards

These content standards apply to any and all User Contributions and use of Interactive Services. User Contributions must in their entirety comply with all applicable federal, state, local and international laws and regulations. Without limiting the foregoing, User Contributions must not:

- Contain any material which is defamatory, obscene, indecent, abusive, offensive, harassing, violent, hateful, inflammatory or otherwise objectionable.
- Promote sexually explicit or pornographic material, violence, or discrimination based on race, sex, religion, nationality, disability, sexual orientation or age.
- Infringe any patent, trademark, trade secret, copyright or other intellectual property or other rights of any other person.
- Violate the legal rights (including the rights of publicity and privacy) of others or contain any material that could give rise to any civil or criminal liability under applicable laws or regulations or that otherwise may be in conflict with these Terms of Use and our Privacy Policy <https://beaconama.net/privacy.html>.
- Be likely to deceive any person.
- Promote any illegal activity, or advocate, promote or assist any unlawful act.
- Cause annoyance, inconvenience or needless anxiety or be likely to upset, embarrass, alarm or annoy any other person.

- Impersonate any person, or misrepresent your identity or affiliation with any person or organization.
- Involve commercial activities or sales, such as contests, sweepstakes and other sales promotions, barter or advertising.
- Give the impression that they emanate from or are endorsed by us or any other person or entity, if this is not the case.

Reliance on Information Posted

The information presented on or through the Website is made available solely for general information purposes. We do not warrant the accuracy, completeness or usefulness of this information. Any reliance you place on such information is strictly at your own risk. We disclaim all liability and responsibility arising from any reliance placed on such materials by you or any other visitor to the Website, or by anyone who may be informed of any of its contents.

This Website may include content provided by third parties, including materials provided by other users, bloggers and third-party licensors, syndicators, aggregators and/or reporting services. All statements and/or opinions expressed in these materials, and all articles and responses to questions and other content, other than the content provided by the Company, are solely the opinions and the responsibility of the person or entity providing those materials. These materials do not necessarily reflect the opinion of the Company. We are not responsible, or liable to you or any third party, for the content or accuracy of any materials provided by any third parties.

Changes to the Website

We may update the content on this Website from time to time, but its content is not necessarily complete or up-to-date. Any of the material on the Website may be out of date at any given time, and we are under no obligation to update such material.

Information About You and Your Visits to the Website

All information we collect on this Website is subject to our Privacy Policy <https://beaconama.net/privacy.html>. By using the Website, you consent to all actions taken by us with respect to your information in compliance with the Privacy Policy.

Linking to the Website and Social Media Features

You may not link to our website at this time.

Links from the Website

If the Website contains links to other sites and resources provided by third parties, these links are provided for your convenience only. This includes links contained in advertisements, including banner advertisements and sponsored links. We have no control over the contents of those sites or resources, and accept no responsibility for them or for any loss or damage that may arise from your use of them. If you decide to access any of the third party websites linked to this Website, you do so entirely at your own risk and subject to the terms and conditions of use for such websites.

Geographic Restrictions

The owner of the Website is based in the state of Wisconsin in the United States. We provide this Website for use only by persons located in the United States. We make no claims that the Website or any of its content is accessible or appropriate outside of the United States. Access to the Website may not be legal by certain persons or in certain countries. If you access the Website from outside the United States, you do so on your own initiative and are responsible for compliance with local laws.

Disclaimer of Warranties

You understand that we cannot and do not guarantee or warrant that files available for downloading from the internet or the Website will be free of viruses or other destructive code. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for anti-virus protection and accuracy of data input and output, and for maintaining a means external to our site for any reconstruction of any lost data. WE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A DISTRIBUTED DENIAL-OF-SERVICE ATTACK, VIRUSES OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF THE WEBSITE OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE OR TO YOUR DOWNLOADING OF ANY MATERIAL POSTED ON IT, OR ON ANY WEBSITE LINKED TO IT.

YOUR USE OF THE WEBSITE, ITS CONTENT AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE IS AT YOUR OWN RISK. THE WEBSITE, ITS CONTENT AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE ARE PROVIDED ON AN

"AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. NEITHER THE COMPANY NOR ANY PERSON ASSOCIATED WITH THE COMPANY MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY OR AVAILABILITY OF THE WEBSITE. WITHOUT LIMITING THE FOREGOING, NEITHER THE COMPANY NOR ANYONE ASSOCIATED WITH THE COMPANY REPRESENTS OR WARRANTS THAT THE WEBSITE, ITS CONTENT OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE WILL BE ACCURATE, RELIABLE, ERROR-FREE OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT OUR SITE OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS OR THAT THE WEBSITE OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS.

THE COMPANY HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR PARTICULAR PURPOSE.

THE FOREGOING DOES NOT AFFECT ANY WARRANTIES WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

Limitation on Liability

IN NO EVENT WILL THE COMPANY, ITS AFFILIATES OR THEIR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS OR DIRECTORS BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, THE WEBSITE, ANY WEBSITES LINKED TO IT, ANY CONTENT ON THE WEBSITE OR SUCH OTHER WEBSITES OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE OR SUCH OTHER WEBSITES, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT OR OTHERWISE, EVEN IF FORESEEABLE.

THE FOREGOING DOES NOT AFFECT ANY LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

Indemnification

You agree to defend, indemnify and hold harmless the Company, its affiliates, licensors and service providers, and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses or fees (including reasonable attorneys' fees) arising out of or relating to your violation of these Terms of Use or your use of the Website, including, but not limited to, your User Contributions, any use of the Website's content, services and products other than as expressly authorized in these Terms of Use or your use of any information obtained from the Website.

Governing Law and Jurisdiction

All matters relating to the Website and these Terms of Use and any dispute or claim arising therefrom or related thereto (in each case, including non-contractual disputes or claims), shall be governed by and construed in accordance with the internal laws of the State of Wisconsin without giving effect to any choice or conflict of law provision or rule (whether of the State of Wisconsin or any other jurisdiction).

Any legal suit, action or proceeding arising out of, or related to, these Terms of Use or the Website shall be instituted exclusively in the federal courts of the United States or the courts of the State of Wisconsin, in each case located in the City of Milwaukee and County of Milwaukee, although we retain the right to bring any suit, action or proceeding against you for breach of these Terms of Use in your country of residence or any other relevant country. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

Limitation on Time to File Claims

ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THESE TERMS OF USE OR THE WEBSITE MUST BE COMMENCED WITHIN THREE (3) MONTHS AFTER THE CAUSE OF ACTION ACCRUES, OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

Waiver and Severability

No waiver of by the Company of any term or condition set forth in these Terms of Use shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of the Company to assert a

right or provision under these Terms of Use shall not constitute a waiver of such right or provision.

If any provision of these Terms of Use is held by a court or other tribunal of competent jurisdiction to be invalid, illegal or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms of Use will continue in full force and effect.

Entire Agreement

The Terms of Use and our Privacy Policy constitute the sole and entire agreement between you and Badger Meter, Inc. with respect to the Website and supersede all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to the Website.

Your Comments and Concerns

This website is operated by Badger Meter, Inc, at 4545 West Brown Deer Road, Milwaukee, WI 53223.

All other feedback, comments, requests for technical support and other communications relating to the Website should be directed to: techsupport@badgermeter.com.

Thank you for visiting the Website.

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STATE OF SOUTH CAROLINA)

CONTRACTUAL SERVICES AGREEMENT

COUNTY OF RICHLAND)

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 Badger Meter, Inc. (hereinafter referred to as the "Contractor"), to provide Advanced Metering Infrastructure (AMI), Equipment Acquisition and Installation Services for the City of Columbia, SC.

WITNESSETH:

WHEREAS, the City desires to retain the services of the Contractor; and

WHEREAS, the Contractor agrees to provide such services, and abide by the terms and conditions and the negotiated rates and terms provided herein.

NOW, THEREFORE, the parties hereto do mutually agree as follows:

1. SCOPE OF SERVICES

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

SUPPLEMENTAL OR ADDITIONAL SERVICES

The City may require supplemental or additional services of the Contractor or recommended by the Contractor and approved by the City in writing. The negotiated price for supplemental or additional services can be found in Appendix 2, Final Cost Sheet, under the worksheets provided for Meter Box and Lid Options, Mobile Collector Options, Additional Product Options, Vault Installation Options, and Meter and Lid Scrap. If the Contractor fails to obtain prior written approval from the City of Columbia Project Manager to perform the supplemental or additional services, the City is under no obligation to compensate the Contractor for services performed.

2. TERM OF CONTRACT

The materials, goods, and services to be provided under this contract shall be for a period of three (3) years unless earlier terminated by either party, as provided herein.

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

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initial term or any additional term. Exhibit "A" provides the Scope of Services as it relates to the equipment acquisition and installation services for the aforementioned term. Attachment "D" of Exhibit "A" provides the Badger BEACON AMA Managed Solution General Agreement (BEACON Agreement) which shall be executed concurrently to provide access and use of BEACON AMA Managed Solution for the term of twenty (20) years unless terminated in accordance with Section (10) of BEACON Agreement.

3. SURVIVAL OF OBLIGATIONS

The Parties' rights and obligations which, by their nature, would continue beyond the termination, cancellation, rejection, or expiration of this Agreement shall survive such termination, cancellation, rejection, or expiration, including, but not limited to, the rights and obligations created by the following clauses: Indemnification, Warranty, Ownership of Property Documents, and any other provisions and obligations that shall survive by nature in accordance with the terms and conditions of RFP 001-18-19-ECM, Badger's BEACON Agreement and the terms as outlined herein.

4. 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 Contractor fails to perform any of the services required in the contract, and does not correct such deficiency within thirty (30) days after having been notified of such deficiency by the City; 3) force majeure; 4) Upon expiration of the term of the agreement; 5) by mutual agreement; and 6) For the convenience of the City, at the City's discretion, for any reason whatsoever deemed to be in the best interests of the City.

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

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

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5. **TIME OF COMPLETION AND LIQUIDATED DAMAGES** – The Contractor shall complete any and all services and interim milestones performed under this Agreement and shall agree to commence work on a date to be specified in a written “Notice to Proceed” from the City and to fully complete the project within 1095 consecutive calendar days thereafter, as agreed upon by both parties. Contractor must agree to pay liquidated damages in the sum of \$2,500.00 per day, for each and every calendar day the project completion or interim milestone is delayed – Refer to Exhibit A, Attachment B *Project Timeline Schedule*.

If delay is foreseen Contractor shall give thirty (30) days prior written notice to the Department of Procurement and Contracts. The City has the right to extend delivery date if reasons appear, in the sole discretion of the City, to be valid. Contractor must keep the City advised at all times of status of order. Default in promised completion times without accepted reasons or failure to meet specifications, authorizes the City’s Director of Procurement and Contract’s to purchase supplies, equipment or services elsewhere and charge full increase in cost and handling to defaulting Contractor.

The sum of Liquidated Damages is not a penalty, but reflects a reasonable forecast of expenses the City would incur due to the Provider’s failure to complete the work within the time stated in the project schedule. The City will provide a Notice of Delay to Contractor, outlining the perceived cause of delay and the commencement date of the liquidated damages to the Contractor, which shall not commence prior to thirty (30) days after the date of notice.

Liquidated damages shall be waived for and during the extent of any delay caused by the inability of the City or Contractor to obtain materials or equipment by reason of conditions imposed by any lawful government agency, provided that adequate evidence is presented by the provider to provide such delay and to enable the City or Contractor to determine with exactness the extent and duration of such delay for each item of material and equipment involved and provided the delay was not caused by the Contractor’s failure to promptly order materials or equipment.

Project Completion, per Section 16 of the Statement of Work will be accomplished when the work is satisfactorily completed accordance with the requirements set forth therein. Should the City disagree on the completion criteria of any item, the City shall provide a list of items of unacceptable work to Badger Meter and UMS along with scheduling a meeting to review and discuss a proper solution and timeline to close out outstanding deliverables.

6. COMPENSATION

- A. The total compensation to be paid by the City to the Contractor under this Agreement shall be governed by the pricing as included in Appendix 2 *Cost Summary – Implementation*. The City of Columbia Project Manager must approve all invoices within 15 days from the date of invoice for installation service provided.
- B. The Contractor shall submit invoices no more frequently than monthly for services rendered during each phase of the Project. Each invoice submitted must describe the services for which

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

C. Prompt Payment to Subcontractors and Material Suppliers (Use Prompt Payment Affidavit Exhibit C)

1. The Contractor is required to pay all Subcontractors and material suppliers for all work that the Subcontractor has satisfactorily completed, no later than twenty (20) calendar days after the Contractor has received payment from the City.
2. In addition, all retainage amounts received from the City by the Contractor must be paid by the Contractor to the Subcontractor no later than fourteen (14) calendar days after the Subcontractor has, satisfactorily completed its portion of the Work.
3. A delay in or postponement of payment to the Subcontractor or material supplier requires good cause and prior written approval of the City's Project Manager or his/her designee.
4. The Contractor is required to include, in each Subcontract, a clause requiring the use of appropriate arbitration mechanisms or other method to resolve all payment disputes.
5. The City will not pay the Contractor for subsequent work performed unless and until the Contractor ensures that the Subcontractors 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 Contractor's sworn statement that it has complied with the prompt payment requirements. The Contractor must submit a Prompt Payment Affidavit, Subcontractor list that identifies each Subcontractor (both Disadvantaged Business Enterprises (DBEs) and non-DBEs) including Subcontract values and the date and amount of the last payment to such Subcontractor(s). That documentation must be provided with every payment request submitted to the City, except for the first payment request.
6. Failure to comply with these prompt payment requirements is a breach of this Agreement. The City reserves the right to pursue any and all remedies permitted under law for breach of contract, including, but not limited to, Contractor debarment.

D. 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

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Enterprises (SBEs), Minority Business Enterprises (MBEs), and Women-Owned Business Enterprises (WBEs). The City has implemented an overall citywide 6% goal to encourage socially and economically disadvantaged business participation. This goal extends to bidders, contractors, Subcontractors and suppliers on its procurement and contracting offerings. Additional information on the City's affirmative action goals and objectives may be obtained by contacting the following office: City of Columbia Office of Business Opportunities, 1225 Lady Street, Suite 102, Columbia, SC 29201, (803) 545-3950.

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

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

E. Subcontracting Goals

Under this Agreement, the CDBE participation for this project is 6% for the overall project and 25% for the installation of water meters.

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

7. INSURANCE

The Contractor shall procure and shall maintain during the life of this Agreement, whether such operation be by itself or by a Subcontractor 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.

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The Contractor will provide the City notice if it, for some unforeseen reason, intends to reduce coverage or limits upon each annual insurance renewal.

Workers Compensation Insurance - The Contractor 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 subcontracted, the Contractor 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 Contractor's Worker Compensation Insurance. The Contractor shall not permit any person who is not protected by Workers Compensation Insurance or a properly approved Self-Insured Workers Compensation Program to perform any activity related to this contract.

Liability Insurance - The Contractor 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 Contractor, his agents, or representatives, employees or Subcontractors.

a.) Owner & Contractor'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 Contractor 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 \$10,000,000.00 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).

The Contractor shall furnish the City with a certificate showing satisfactory proof of carriage of the insurance required hereunder and such insurance shall be approved by the

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City prior to the Contractor and any Subcontractor of the Contractor commencing any services under this Agreement and this insurance shall remain in effect throughout the term of this Agreement, and any extensions of service. Insurance shall remain in effect for the duration of the project and for a period of one (1) year after completion. The City of Columbia shall be the Certificate Holder and shall be named as an *Additional Insured*.

8. INDEMNIFICATION

- A. The Contractor shall indemnify, defend, hold harmless and reimburse the City, its agents, and employees from and against any and all losses, liabilities, expenses, and all claims for damages of any nature whatsoever relating to or arising out of any action or failure to act by Contractor, its Subcontractors, 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.
- B. The Contractor will also agree to promptly notify the City of any civil or criminal actions filed against the Contractor or of any notice of violation from any federal or state agency, or of any claim as soon as practical as relates to the services provided under this Agreement. The City, upon receipt of such notice, shall have the right at its election to defend any and all actions or suits or to join in defense.

9. WARRANTY

See Exhibit D.

10. ACCESS TO RECORDS

The Contractor shall make available for examination all of its records with respect to all matters covered by this Contract and shall maintain such records for a period not less than three (3) years after receipt of final payment under this Contract. All requests for access to Contractor's records shall be made in writing.

11. AMENDMENTS

The parties may amend this Contract at any time provided that such Amendments are executed in writing, signed by a duly authorized representative of both organizations, and approved, where applicable, by the City's governing body.

12. ASSURANCE

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,

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rules and regulations that in any manner may affect cost, progress or performance of the Work.

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.

13. BONDING, LICENSES, PERMITS AND TAXES

- A. Simultaneously with the delivery of the executed contract, the Contractor shall furnish a surety bond or bonds in an amount at least equal to hundred (100) percent of the amount of the contract price as security for the faithful performance of this contract and for payment of all persons performing labor on the project under this contract and furnishing materials in connection with this contract as specified in general specifications included herein. The surety bond, or bonds shall be executed by a company duly authorized to do business in the State of South Carolina. Said surety shall be subject to approval by the Owner's attorney.
- B. The Contractor shall be responsible for obtaining any approvals, permits and/or licenses as may be required of the Contractor in performing the services required under this Agreement. The Contractor shall be responsible for any costs relating to same.
- C. The Contractor shall answer questions and consult with the City and/or appropriate authorities as necessary to assist the City's efforts in obtaining required permits/approvals.
- D. The Contractor shall procure a City of Columbia business license while performing services under this Agreement.

14. DUTIES UPON TERMINATION

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

15. FINAL ACCEPTANCE OF TERMS

This agreement is subject to and contingent upon final approval by City Council.

16. FORCE MAJEURE

Neither the City nor the Contractor shall be liable for any excess cost 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 are not restricted, to acts of God or of the public enemy, acts of Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine, restrictions, strikes, freight embargos, and unusually severe weather conditions; but in every case, the failure to perform is caused beyond the control of both the City and the Contractor, and without the fault or negligence of either of them.

17. INDEPENDENT CONTRACTOR

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

18. INTEREST OF CONTRACTOR

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

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

20. PROPER ATTIRE

While conducting official business on behalf of the City, the Contractor and all subcontractors shall wear proper attire and identification. The City shall have the right to specify attire to be worn by official Contractor employees interacting with the public.

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21. PUBLICITY

The Contractor shall not publish any comments or quotes by the City in its News Releases or published list of customers, without the prior written approval by the City.

22. REMEDIES

The Contractor shall only be entitled to the actual direct costs of all labor and material expended on the services required under the Contract prior to the effective date of the termination. In no event shall the Contractor be entitled to anticipatory profit or damages for any termination under the Contract. 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.

23. THIRD PARTY BENEFICIARY

Nothing contained in this Agreement will be construed to confer upon any other party, the rights of a third party beneficiary, except as may be otherwise specifically provided.

NOTICE

All notices and communications in connection with this Agreement will be addressed to the following:

City of Columbia

City Manager
City Hall
1737 Main Street
Columbia, SC 29201
Phone: (803) 545-3000

Badger Meter, Inc.

Korrine L. Fleming
Assistant Secretary
4545 W. Brown Deer Road
Milwaukee, WI 53224
Phone: (414) 371-2728
Email: Bids@badgermeter.com

24. CONTRACT DOCUMENTS AND ORDER OF PRECEDENCE

The order of precedence for the contract documents are as follows:

1. This Agreement for Advanced Metering Infrastructure Equipment Acquisition and Installation

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Services executed by Contractor and the City Manager with its Exhibits,

2. Agreement for Advanced Metering Infrastructure Equipment Acquisition and Installations ("Agreement");
 - a. Agreement Exhibit "A" Statement of Work" with the following attachments;
 - b. Attachment "A" Production & Zone Release Schedule;
 - c. Attachment "B" Project Timeline & Schedule;
 - d. Attachment "C" Quality Management System Manual; and
 - e. Attachment "D" Badger Meter BEACON AMA Managed Solution General Agreement.
3. Agreement Exhibit "B" Business Information for Subcontractor (revised Technical Response Appendix "B");
4. Agreement Exhibit "C" Prompt Payment Affidavit (Not attached, City of Columbia to provide to Contractor);
5. Agreement Exhibit "D" Badger Meter and Third Party-Equipment Warranty Book;
6. Appendix No. 1 City of Columbia Advanced Metering Infrastructure Equipment Acquisition and Installation Service Proposal RFP005-17-18-CW-ECM date of Submission June 5, 2018; and Badger Meter, Inc. Technical Response dated June 5, 2018;
7. Appendix No. 2 Final Cost Summary;
8. Any statement reflecting the City's final acceptance (Notice to Proceed/Award); and
9. Purchase orders.

These documents shall be read to be consistent and complimentary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above.

The terms and conditions of documents (1) through (5) above shall apply notwithstanding any additional or different terms and conditions in any other document, including without limitation, (i) a purchase order or other instrument submitted by the City, (ii) any invoice or other document submitted by Contractor, or (iii) any privacy policy, terms of use, or end user agreement. Except as otherwise allowed herein, the terms and conditions of all such documents shall be void and of no effect.

No contract, license, or other agreement containing contractual terms and conditions will be signed by any Using Governmental Unit. Any document signed or otherwise agreed to by persons other than the Procurement Officer shall be void and of no effect.

25. MISCELLANEOUS

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

City of Columbia, SC and
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responsible to the City for the acts and omission of its Subcontractors, as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor shall furnish and its Subcontractors shall furnish all information and reports required hereunder.

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

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

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

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intent to:

1. influence the discharge of a public official's, public member's, or public employee's official responsibilities;
2. influence a public official, public member, or public employee to commit, aid in committing, collude in, or allow fraud on a governmental entity; or
3. induce a public official, public member, or public employee to perform or fail to perform an act in violation of the public official's, public member's, or public employee's official responsibilities.

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

- K. In carrying out services under this Agreement, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation or national origin. The Contractor shall take affirmative action to ensure equal employment opportunities for all applicants for employment, without regard to their race, creed, color, religion, ancestry, sex, sexual orientation, national origin, disability or other handicap, age, marital status, or status with regard to public assistance. Such action shall include, but not be limited to, the following: employment, promotion, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship as appropriate. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. The Contractor will incorporate these nondiscrimination requirements in all subcontracts for work under this Agreement.
- L. This Agreement shall be binding upon the respondent and upon its successors and assignees. This Agreement shall be binding upon the City in accordance with its terms and provisions.
- M. All of the reports, information, data, records or documents of any kind, prepared or assembled by the Contractor for the City under this Agreement are matters of public record, but that the Contractor agrees that they shall only be made available to any individual or organization by the City, with reasonable notice to the Contractor, and the Contractor shall not make them available to any individual or organization without the prior written approval of the City.
- N. Every exhibit, schedule and appendix attached to this Agreement and referred to herein is hereby incorporated into this Agreement by reference unless this Agreement expressly provides otherwise and set forth the entire understanding between the parties hereto regarding the subject matter hereof.

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[End of Page]

IN WITNESS WHEREOF, the authorized representatives of the parties hereby bind the parties to this Agreement to provide Advanced Metering Infrastructure, Equipment Acquisition and Installation Services Agreement by signing below:

BADGER METER, INC.

CITY OF COLUMBIA, SC


Signature

Signature

Kimberly K. Stoll

Teresa Wilson

Printed Name

Vice President - Sales & Marketing

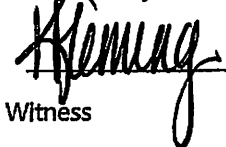
Title

Title

February 5, 2019

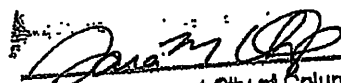
Date

Date


Witness

Witness

APPROVED AS TO FORM


Legal Department City of Columbia, SC

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Recommended by:

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

| Clint Shealy, P.E., Assistant City Manager, Columbia Water |

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

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EXHIBITS AND APPENDICES

(Exhibits are Hyperlinked to the Documents from This Page)

[Exhibit "A" Scope of Services](#)

[Exhibit "B" Business Information for Subcontractors](#)

[Exhibit "C" Prompt Payment Affidavit](#)

[Exhibit "D" Warranty Book](#)

[Appendix No. 1](#) - City of Columbia Advanced Metering Infrastructure Equipment Acquisition and Installation Service Proposal RFP005-17-18-CW-ECM dated of Submission June 5, 2018; and Badger Meter, Inc. Technical Response

[Appendix No. 2](#) - Badger Meter, Inc. Final Cost Summary dated November 7, 2018

Exhibit "A" Scope of Services

[See Separate Attachment – Exhibit A, with Attachments A - D]

Exhibit "B" Summary of Proposed Subcontractors

Exhibit "C" Prompt Payment Affidavit

Contractor will place a check in the appropriate box below that applies to this payment request.

Re: Payment Request No. _____

I, _____ (Name), the _____ (Title - e.g., President, Vice President, etc.) of _____ ("Company"), do state the following with regard to payments made under Contract No. _____ ("Contract"):

1. ____ Subcontractors, at the first tier, both DBE and non-DBE, who completed work and were listed for payment on the prior Payment Request No. _____, were paid no later than twenty (20) calendar days after Company received payment from the City.
2. ____ Copies of invoices and cancelled checks for subcontractors at the first tier who were paid under the prior payment request have been delivered or mailed to the Project Manager. In addition, Company has attached to the current Payment Request all lien waivers for prior subcontractor payments and any other documentation required by the City. (Failure to attach all required documentation to the Payment Request or forward cancelled checks and invoices to the City's Construction Management Division may cause the Payment Request to be rejected by City).
3. ____ All retainage amounts withheld from any subcontractor who satisfactorily completed its portion of the contract work, including punch list items, were paid to the subcontractor(s) no later than fourteen (14) calendar days after it satisfactorily completed its work, whether or not City has paid said retainage amounts to Contractor. Attach a copy of the cancelled check evidencing payment of each retainage amount.
4. ____ There was no delay in or postponement of any payment owed to a subcontractor, whether periodic payment or retainage amount, except for good cause and after receipt of prior written approval from the Assistant City Engineer for Construction.

Attach a copy of the written approval from the City of Columbia.

Company Name

Signature

Print Name

Date

Subscribed and sworn to before me this ____ day of _____ 20__.

Notary Public

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Exhibit "D" Warranty Book

Appendix No. 1

City of Columbia Advanced Metering Infrastructure Equipment Acquisition and Installation Service
Proposal RFP005-17-18-CW-ECM dated of Submission June 5, 2018

and

Badger Meter, Inc. Technical Response

[See Separate Attachment – Appendix No. 1]

Appendix No. 2

Badger Meter, Inc. Final Cost Summary dated November 12, 2018

[See Separate Attachment – Appendix No. 2]

Statement of Work / Project Plan for the City of Columbia, SC

Prepared By:
Santiago Speranza, PMP



2/5/2019

All information herein is proprietary to Badger Meter, Inc., and is disclosed in confidence to recipient only for evaluation purposes approved in advance by Badger Meter, Inc. Recipient agrees not to (1) use such information for any other purpose, (2) disclose any of such information to others, (3) reproduce this document in whole or part, and (4) transfer such information to other document.

All Rights Reserved
Company Confidential and Proprietary

Revision Table

Author	Date	Revision	Notes
Santiago Speranza	10/12/2018	1	Update
Josh Braman	10/31/2018	1.1	Changes/comments to initial version
Santiago Speranza	11/7/2018	1.2	Update
Korrine Fleming	11/12/2018	1.3	Update, per Josh Braman's request dated 11/12/2018
Santiago Speranza	01/14/2019	1.4	Updates
Santiago Speranza	02/05/2019	1.5	Updates
Korrine Fleming	02/07/2019	1.6	Gantt Chart Updates

1. Introduction and Scope

1.0 Document Scope

This Project Plan describes Badger Meter's scope of work for the BEACON® Advanced Metering Analytics (AMA) Cellular solution for the City of Columbia, SC (the City) Project. Deliverables, process, requirements and general project information have been included.

1.1 Introduction to Project and Products

Badger Meter is providing a BEACON AMA Cellular solution system implementation that will cover the entire customer service area. The Installation Subcontractor, Utility Metering Solutions (UMS) is to perform meter changes as along with retrofit installations at approximately 145,000 meter locations. By choosing the BEACON AMA Cellular solution with ORION® Cellular endpoints the City does not need to utilize any infrastructure to support the product. This will provide the City a time savings on the overall project and installation schedule.

1.2 Project Objectives

In order to accomplish the goals of the project, there are certain objectives all parties must adhere to as detailed below.

CIS interface must be completed within three months of the Notice to Proceed, which will require -ongoing coordination, support & resources allocated for the project by the City, UMS, CIS and Badger Meter. The City shall be responsible to engage and manage the contractual obligations between the City and the billing vendor in an effort to maintain project milestones.

Field Survey work conducted by Badger Meter/UMS to commence three months prior to the commencement of meter installations and continue for approximately two years until completion. This requires the City to follow the requests noted under Section 6, Quality Management Plan / Project Pre-Installation Survey.

Timely responses (Within three business days) for review, along with any/all necessary approvals by the City, for all project related action items including but not limited to Change Orders, special account approvals as it may relate to the inability to locate a meter pit, or plumbing work needed at a specific site location and additional work otherwise not noted in the original Statement of Work.

Installation services on all in-target accounts shall be completed within the specified contractual timeframe as outlined in the project schedule; which shall not exceed 1095 days from date of the Notice to Proceed. The City shall release routes for installation in a timely manner and as specified in the SOW, which shall be mutually agreed upon during the Pre-Construction meeting by and among the City, Badger Meter and UMS.

Project milestones must be adhered to throughout the three-year deployment which shall include the installation of 45,000 meters within the first 12-month duration from the date of the Notice to Proceed. The installation of 50,000 meters shall be installed the following 12-month duration and the remaining 50,000 meters shall be installed during the final 12-month duration).

2. Project Resources and Stakeholders

Badger Team Members

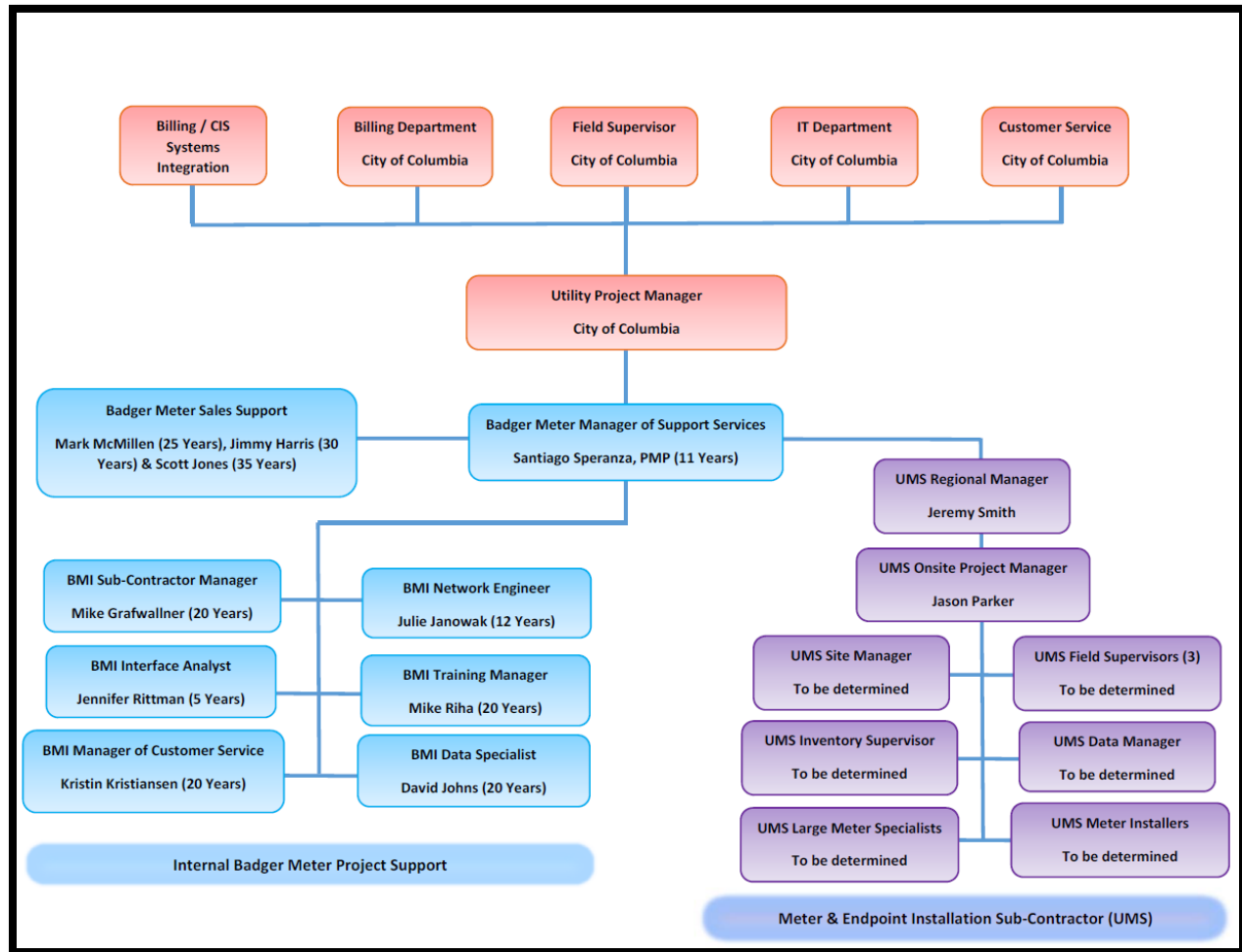
Contact	Title	Dept.	Responsibilities
Shauna Griffin	Eastern Regional Manager	Sales	Sales Manager supporting of the City of Columbia
Mark McMillen	Sr. Solution Architect – National Strategic Accounts	Sales	Account Management for the City of Columbia
Morrice Blackwell	Sr. Solution Architect – National Strategic Accounts	Sales	Account Management for the City of Columbia
Scott Jones	Account Manager	Sales	Account Management for the City of Columbia
Jimmy Harris	Account Manager	Sales	Account Management for the City of Columbia
Greg Bell	Director – Support Services	Field Services	The Field Services Director will supervise the Project Manager and assist with integrating high level issues within other BMI departments
Santiago Speranza	Manager – Support Services	Field Services	Primary point of contact and interface between the Customer, Subcontractors, and Badger Meter for the City of Columbia. Responsible for requirements gathering, project plans, and managing timelines. Responsible for project status monitoring and communication to customer and internal stakeholders.
Mike Grafwallner	Manager – Subcontractors & Projects	Field Services	Supports project activities through quality control of Sub-Contractor Operations
David Johns	Project Data Specialist	Field Services	Manages and Supports all data functions for the City of Columbia Project

Contact	Title	Dept.	Responsibilities
Korrine Fleming	Contract Manager	Bids and Contracts	Manages the Contract alongside the Project Manager throughout the project to ensure all project deliverables are being met and successfully provided
Kristin Kristiansen	Manager of Customer Service	Customer Service	The Customer Service Manager is tasked with placing equipment orders for this project as well as invoicing the customer for products and services provided
Chad Davis	President	Operations	Manages the strategic vision and leadership for the UMS Team supporting the City of Columbia
Joey Mitchell	VP of Operations	Operations	Oversees and Manages the Operations Teams and their functions supporting the City of Columbia
Jeremy Smith	Regional Manager	Operations	Manages all Project Managers for the UMS Team supporting the City of Columbia
Jason Parker	Installation Project Manager	Field Support	Manages day to day operations and installations by UMS Team supporting the City of Columbia
Stephen Zozula	Technology Operations Manager	Operations	Manages technical training and ongoing operations support; Supporting the City of Columbia

City of Columbia Project Team Members

Contact	Title	Dept.	Responsibilities
Raymond Brindle	Contracts Specialist II	Procurement	Team Leader for City of Columbia AMI Proposal
Naila Scott	Bid Owner	Procurement	Team Leader for the City of Columbia for Procurement
Jason Shaw	Project Manager	Operations	Lead Project Manager for the City of Columbia AMI Proposal
Josh Braman	Consultant Project Manager	External	Lead Consultant for the City of Columbia AMI Project
Mac Paul	Meter Shop Manager	Operations	Manages the day-to-day operations for the City of Columbia Meter Shop

Team Org Chart



Badger Resources Commitment

Name	Q2 2019 Hours Onsite / Remote Hours	Q3 2019 Hours Onsite / Remote Hours	Q4 2019 Hours Onsite / Remote Hours	Q1 2020 Hours Onsite / Remote Hours	Q2 2020 Hours Onsite / Remote Hours	Q3 2020 Hours Onsite / Remote Hours	Q4 2020 Hours Onsite / Remote Hours	Q1 2021 Hours Onsite / Remote Hours	Q2 2021 Hours Onsite / Remote Hours	Q3 2021 Hours Onsite / Remote Hours	Q4 2021 Hours Onsite / Remote Hours	Q1 2022 Hours Onsite / Remote Hours	Q2 2022 Hours Onsite / Remote Hours
Santiago Speranza	72 / 440	72 / 360	72 / 360	72 / 360	72 / 360	72 / 360	72 / 360	72 / 360	72 / 360	72 / 440	72 / 440	72 / 440	36 / 220
Mike Grafwallner	36 / 220	36 / 180	36 / 180	36 / 180	36 / 180	36 / 180	36 / 180	36 / 180	36 / 180	36 / 220	36 / 220	36 / 220	20 / 180
Shaun Griffin	0 / 20	0 / 20	0 / 20	0 / 20	0 / 20	0 / 20	0 / 20	0 / 20	0 / 20	0 / 40	0 / 40	0 / 40	0 / 40
Mark McMillen	24 / 40	24 / 40	24 / 40	24 / 40	24 / 40	24 / 40	24 / 40	24 / 40	24 / 40	24 / 40	24 / 40	24 / 40	24 / 40

Jimmy Harris	24 / 40	24 / 40	24 / 40	24 / 40	24 / 40	24 / 40	24 / 40	24 / 40	24 / 40	24 / 40	24 / 40	24 / 40	24 / 40
Jennifer Rittmann	0 / 40	0 / 0	0 / 0	0 / 0	0 / 0	0 / 0	0 / 0	0 / 0	0 / 0	0 / 0	0 / 0	0 / 0	0 / 0
Korrine Fleming	0 / 20	0 / 20	0 / 20	0 / 20	0 / 20	0 / 20	0 / 20	0 / 20	0 / 20	0 / 40	0 / 40	0 / 40	0 / 40
Kristin Kristiansen	0 / 20	0 / 20	0 / 20	0 / 20	0 / 20	0 / 20	0 / 20	0 / 20	0 / 20	0 / 20	0 / 20	0 / 20	0 / 20
Julie Janowak	0 / 20	0 / 20	0 / 20	0 / 20	0 / 20	0 / 20	0 / 20	0 / 20	0 / 20	0 / 20	0 / 20	0 / 20	0 / 20
Mike Riha	0 / 20	0 / 20	0 / 20	0 / 20	0 / 20	0 / 20	0 / 20	0 / 20	0 / 20	0 / 20	0 / 20	0 / 20	0 / 20
David Johns	0 / 180	0 / 180	0 / 180	0 / 180	0 / 180	0 / 180	0 / 180	0 / 180	0 / 180	0 / 180	0 / 180	0 / 180	0 / 180
Pre-Install Surveyors	520 / 0	520 / 0	520 / 0	520 / 0	520 / 0	520 / 0	520 / 0	260 / 0	130 / 0	0 / 0	0 / 0	0 / 0	0 / 0
Joey Mitchell	0 / 20	0 / 20	0 / 20	0 / 20	0 / 20	0 / 20	0 / 20	0 / 20	0 / 20	0 / 20	0 / 40	0 / 40	0 / 40
Jeremy Smith	0 / 40	0 / 40	0 / 40	0 / 40	0 / 40	0 / 40	0 / 40	0 / 40	0 / 40	0 / 40	24 / 40	24 / 40	24 / 40
Jason Parker	520 / 0	520 / 0	520 / 0	520 / 0	520 / 0	520 / 0	520 / 0	520 / 0	520 / 0	520 / 0	260 / 0	260 / 0	260 / 0
Meter Installers	520 / 0	520 / 0	520 / 0	520 / 0	520 / 0	520 / 0	520 / 0	520 / 0	520 / 0	520 / 0	260 / 0	260 / 0	260 / 0

3. Project Assumptions

- Badger Meter and the City will provide suitably trained and skilled resources to support the Project effort and timeline agreed upon by both parties. City's technical and business resources shall be familiar with their present IT Operations, as it relates to the Project components.
- The Badger Meter Manager of Support Services shall be the Lead Project Manager assigned to this Project and will be responsible for management of all Badger Meter & UMS resources, Badger Meter deliverables and the action items and the contractual obligations of the Project Plan that are under Badger Meter's control.
- Badger Meter will identify and be responsible for any 3rd party contractors/consultants contracted by Badger Meter for the Project.
- Badger Meter will perform most project work on site, including the interface workshops, site surveys, the software training activities and other action items determined under the scope as appropriate.
- Quantities provided by the City are best available estimates on actual quantities Badger Meter may locate. Should quantities vary (increase or decrease) throughout the project, the unit prices shall remain as presented under the Final Cost Proposal.
- UMS assumes water meter exchanges are like for like with the same lay and length, without major plumbing or excessive excavation, needed to complete the exchange.
- Pricing assumes water meter installation will involve either a complete exchange of existing meter with new meter, encoder register, and endpoint or a retrofit of the existing meter register with new endpoint.
- Pricing does not include testing of new or removed meters. Pricing for such services is available upon request.
- Please note, this schedule is based on the release of the ORION Cellular LTE-M endpoint, as requested by the City, which is expected no later than April 30, 2019.

- The City will provide Badger Meter written acknowledgement of project milestones met throughout the project as requested by the Badger Meter Manager of Support Services within five business days of the request.
- The City shall provide ongoing support and responsiveness in regards to the City's billing vendor as necessary for all project requirements and interfacing with UMS and Badger Meter.
- At a minimum, the City will need to release, 15,000 accounts, per release of accounts to ensure a smooth and constant installation schedule. Please reference the City of Columbia, SC Production & Zone Release Schedule for specific details and roll out strategy plan detailed by month and week attached as Attachment "A". Deliverables and Project Schedule

Project Milestones

- BEACON AMA system configuration, CIS & MDMS Interfaces – Estimated completion is 90 – 120 calendar days from the date of the Pre-Construction Meeting.
- UMS Mobilization – Estimated completion is 30 – 45 calendar days from the date of the Pre-Construction Meeting.
- Installation of Slow Start Requirement – Estimated completion 30 – 45 calendar days from the date of completion of interface work.
- Installation of 45,000 Meters – Estimated completion is 365 calendar days from the date of completion of interface work.
- Installation of 50,000 Meters – Estimated completion is 365 calendar days from the date of completion of first 45,000 meters.
- Installation of Final 50,000 Meters – Estimated completion is 365 calendar days from the date of completion of 95,000 meters.
- System Testing and Final Acceptance by the City – Estimated Completion is 15 calendar days from the end of the meter installations.
- Training Phase I to be completed within 90 days from the beginning of meter installations.
- Training Phase II to be completed once a minimum of 20,000 meters are installed and operating in the BEACON AMA System.
- Training Phase III can be utilized by the City, as they deem necessary for new employee onboarding and system training, all training sessions must be completed within three years of the date of the Notice to Proceed.
- The following are key objectives need to be met, for this project to be considered successful:
 - Community awareness and support for the project led by the City.
 - The City's personnel awareness and support of the project.
 - Minimal disruption/impacts to City's residents and businesses by all project parties involved.
 - Smooth transition to AMI with minimal disruptions/impacts to the City.
 - Successful meter installations and network activation of endpoints completed by UMS and Badger Meter.
 - Substantial Route Completion (meter installations).

- The City's personnel acceptance and utilization of the new technology in conjunction with current best practices in place.
- Successful rollout and consumer participation in the Eye-On-Water portal.

Summary of Key Document Deliverables

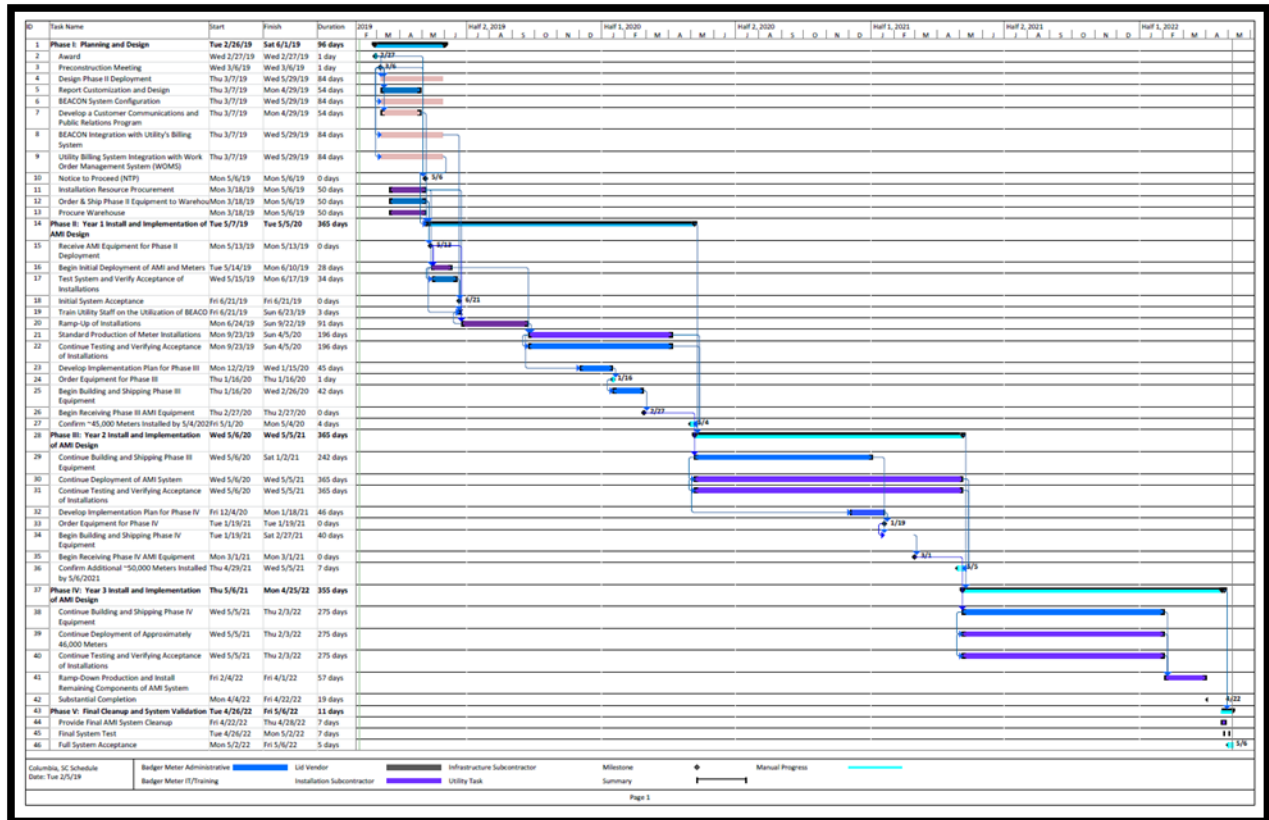
- Documents requested by the Badger Meter or UMS teams from the City and/or the CIS/Billing vendor must be provided within five business days. Some examples of documents to be utilized are listed below:
 - Interface testing/validation process
 - Field QA/QC process
 - Installer SOPs
 - Installer training
 - Badger Meter products

Workshops

Workshop	Description
Pre-Construction Meeting	Meeting with ALL Project personnel to review and agree on timeframes for work, CIS integration, installation roll out and all applicable trainings.
Interface Design	Discussions with the City and vendors on mass Meter Change Out (MMCO) and Billing Integrations (UMS to CIS, Badger Meter to CIS) Data Elements, Business Rules, Formats, Processes, etc.
Interface Test Planning	Use case development, testing environment/data requirements, and test execution planning.
Deployment Planning	Includes field tools and procedures, "slow start" phase plans, QA/QC processes, installer training, and community outreach planning.
CDBE Training	Training CDBE employees on proper UMS installation processes and procedures, QA/QC, and any additional training needs.
Badger Meter Training	Training of City employees on all Badger Meter products both hardware and software.

Projected Timeline & Schedule

The contractual project length is 36 months. A full version of the project timeline is attached as Attachment “B”. A preliminary project timeline is below:



4. Pre-Construction Meeting & Team Communications Plan

- Badger Meter and UMS will provide the City a detailed scheduling and installation plan at the Pre-Construction Meeting.
- Project Team Communications Plan: Badger Meter will provide a project communication plan at the Pre-Construction Meeting. This plan will contain the following sections:
 - Badger Meter shall provide the City a preliminary schedule once the City provides the notice to proceed. The schedule will need to be approved before construction can begin.
 - Badger Meter will provide the City an email on a weekly basis with the accounts that were completed for that week along with any approved work. This will serve as the official data file that will be used for the City's weekly installation review and reconciliation of completed accounts (From UMS to Badger Meter and City). Installation data files will be downloaded from the web portal on a weekly basis by Badger Meter and the City.

- UMS will email the full monthly data file to the Badger Meter Manager of Support Services and the Project Data Specialist monthly for invoice backup (from UMS to Badger Meter).
- As requested by the City, Badger Meter will provide periodic additional reporting related to installation, project performance, and other items deemed relevant to the project.
- The City, Badger Meter and UMS will use the web portal to track completed accounts along with meeting minutes/recaps on a weekly basis.
- Badger Meter will provide the City weekly status reports on daily installations completed, unable to complete accounts, route completion, installation metrics, installation forecast and updated schedule.
- Badger Meter will be conducting quality assurance checks with the meter and endpoint installations to ensure the City's approval is met on quality installations.
- Badger Meter will inspect all installations of meters and endpoints throughout the installation phase of the project. All findings will be provided to the City on a weekly basis of which accounts were audited, as well as which accounts have issues.

Team Communication Plan

Communication	Stakeholders Involved	Purpose	Frequency	Type / Method
Initiation Meeting	All Primary Stakeholders, Sponsors	Gather information for Initiation Plan	Before Project Start Date	Meeting
Pre-Construction Meeting	All Stakeholders	Distribute Project Plan	Pre-Kick Off Meeting	Meeting
Project Kick Off	Badger Meter, the City and UMS	Communicate plans and stakeholder roles/responsibilities	Near Project Start Date	Meeting
Status Reports	Project Team	Update stakeholders on progress of the project	Monthly	Meeting/Report
Team Meetings	Project Team	To review detailed plans (tasks, assignments, and action items)	Weekly	Meeting
Post Project Review	Project Team, Key Stakeholders and Sponsors	Identify improvement plans, lessons learned & review accomplishments	End of Project	Meeting/Report
Quarterly Project Review	Project Team	Review overall health of the project and highlight areas that need action	Quarterly Scheduled	Meeting/Report

5. Quality Management Plan / Project Pre-Installation Survey

Quality Management Plan

- The project will utilize Badger Meter's standard quality management plan, attached as Attachment "C" to ensure a high-quality delivery of the BEACON AMA Cellular solution. Quality control is utilized across all aspects of the project including installation processes, auditing, data checking, training, and automated systems.

Project Pre-Installation Survey

- Company Reference: UMS (Survey team will be referenced as Badger Meter / UMS Employees)
- On-site Team: Overall, we will have three people on-site for the survey, of which one employee will be on-site full time over the three years of the project with the other two resources on-site for approximately 2 years.
- Survey SOW: Survey crews will be deployed within 30 – 45 days upon either the notice to proceed or the release of work orders identifying which surveys can be conducted. It is necessary to have the entire service territory released immediately to provide the best transition to meter installations. Technicians will spend no more than five minutes locating a meter. Accounts that cannot be located will be returned to the City for assistance in locating the meters. We will arrange to have a technician available to work with the City in locating meters that we are unable to find.
- At a minimum, the survey shall consist of the identification of the box and lid dimensions, lid type, register type and location of the meter. Captured coordinates shall be within three meters of the actual meter location. If accessible without digging or removing soil, the technician shall collect the meter type, and for meters larger than 1-1/2 in., the technician will identify if a bypass is present. If the pit needs to be dug out, the technician shall identify the pit requires the removal of soil, in which case it will be the responsibility of the installation crew to remove the soil during the time of installation.
- The technician will collect a photo of the box and lid and their immediate surroundings, as well as a photo of the pit with the lid removed. Additional photos can be collected for \$0.55 each. Survey data can be incorporated into the installation data or provided directly to the City in an excel document within two weeks of the survey being completed.

6. Ordering of Equipment/Materials

Badger Meter will manage and communicate product lead times to the City when orders are received. Badger will be primarily responsible for placing order with enough lead time

prevent schedule delays. The City will review and approve each order before it is released.

Production Lead Time

Badger Meter will abide by the estimated production lead times listed below as best as possible based on ongoing product demand and other factors that could affect order lead times.

Deliverables	Lead-times
Training On-Site	4-6 Weeks
ORION Cellular LTE-M Endpoints with HR-E LCD Encoders	6-8 Weeks

7. Software & Interfaces

- **Billing Interface:** The City, UMS, Badger Meter and the City's billing vendor (CIS) will work together to ensure that a proper billing interface is in place prior to any installations being completed for the project.
- **Installation Data:** UMS will provide the installation data in a CSV format to the City. The City will then import that data into their own billing system and use the billing interface so that it can be entered into the BEACON AMA. System. UMS and Badger Meter will work collaboratively with the City to facilitate these transitions to be as smooth as possible.
- **BEACON AMA:** The software will provide a consumer engagement module (EyeOnWater®) that includes online access and a smartphone application, which provides usage information to the water service customer.
- **Interface Verification Appendix B Installation & BEACON AMA Interface:**
- **Reference UMS' SOW** for more detailed information under Appendix "B".
- Describe the detailed approach for validating interface (both UMS to CIS and Badger to CIS) prior to starting installations.

The four distinct phases of test will be planned for the City AMI meter deployment project are listed below.

1. Functional Testing (FT);
2. Systems Integration Testing (SIT);
3. User Acceptance Testing (UAT); and
4. Beta Testing

- **Functional Testing (FT):** During Functional Testing phase, each individual interface will be tested to ensure it is performing to solution requirements specification. UMS will develop test cases and test the functionality of the Work Order Management System (including CIS data loading to the Xchange Web

Interface and generation of the MMCO file to CIS specifications). The CIS vendor will test the functionality of generating meter and account ('sync') data to the BEACON platform as well as the return and processing of the AMI reads. UMS will work with Badger Meter to test the functionality of processing the CIS meter and account ('sync') data and creating AMI read data for the CIS system.

- **System Integration Testing/Alpha Testing (SIT):** The main objective is to prove basic meter reading and billing functionality. UMS will document test cases for each system integration interface scenario and manage the end-to-end integration testing of all solution interfaces. SIT will evaluate the system's compliance with its specified integration requirements and ensure data accuracy and timeliness. This phase of testing requires a sandbox testing environment to test the Xchange, BEACON, and CIS hardware and software system components. To minimize risk, a small set of City employees may be asked to participate in having a new meter installed at their homes so that metering hardware can be field-deployed and tested. The goal of this phase is to verify end-to-end connectivity of field devices through the communications network to BEACON. As well as test the UMS work order management system (Xchange) to CIS and the CIS to and from the BEACON system interfaces. Multiple test cases covering all possible scenarios (sizes, retro, etc.) will be developed and executed, such as:

1. UMS-CIS: Mass Meter Change Out (MMCO)
2. UMS creates various MMCO files, and validates CIS-required format is accurate
3. Various MMCO files imported to the CIS test environment will be, validated for successful import, and all appropriate CIS data fields are updated.
4. CIS-BEACON (Sync and Reads)

Badger will provide a general format to the City's CIS system to create a 'sync' file and the CIS system will be programmed to create the sync based on required Badger Meter layout. Once that sync file is created, UMS will manually review the file against the Badger Meter format to identify any errors to be corrected by the CIS vendor. Once UMS approves the file imported to a BEACON test system to validate data format and content accuracy the file will be passed to Badger Meter for final approval. Upon Badger Meter approval, a sample Billing Read file will be created for testing, within the CIS test environment. The billing read file is then verified in the CIS system and the interface will then be deemed production (or UAT) ready.

User Acceptance Testing (UAT): Use cases and test cases will be co-developed by the City and UMS to cover all potential AMI and CIS Billing scenarios. Columbia will lead, with UMS guidance, "real world" testing that validates whether the system can support daily business operational and user requirements. Thorough UAT will

capture potential inconsistencies and facilitate resolution. New and redesigned business processes may also be tested during UAT.

Beta Testing: After successfully completing all other test phases, Beta Testing can begin with deploying of a pre-determined (500-1000) quantity of metering hardware installed in the field (slow start phase). A defined set of Beta Testing test cases and acceptance criteria will be developed during the Interface Test Planning Workshop. Business process changes and improvements will be tested during this Beta phase so that they can also be debugged prior to a full-production deployment. This provides the users time to adjust to new processes and procedures and builds a familiarity with the new systems and methods to be employed that will help ensure a smooth transition to the new BEACON AMA system.

Interface Management: The following table provides detailed responsibilities between the City and Badger (UMS) for each specific step in developing, testing, and managing the interfaces.

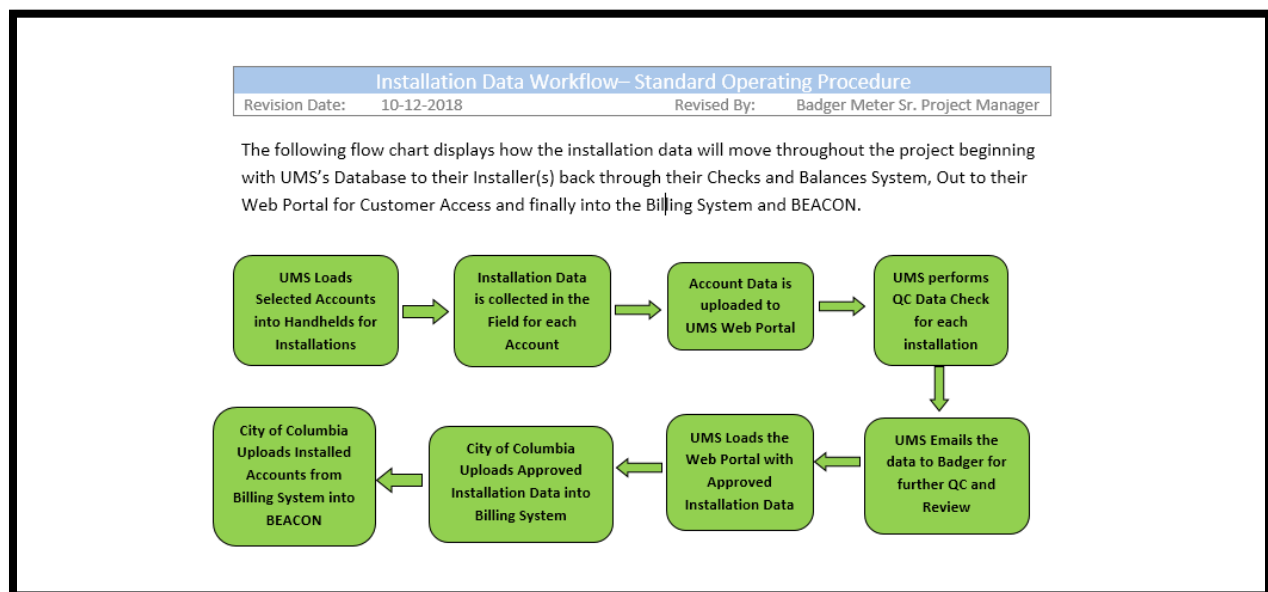
Test Phase	UMS/Badger Responsibilities	City Responsibilities
Functional Testing (FT)	- Interface requirements/specifications - Review and analyze requested field data for CIS storage - Work with the City on data setup/questions - CIS data gap analysis - Develop test cases - Test case execution and validation	- Review requirements/specifications - Decisions on field data to be collected and stored in CIS - Provide production level CIS meter and account data - Work with UMS/Badger Meter on data setup/questions
Systems Integration Testing (SIT)	- Work with the City on data setup/questions - Develop test cases - Test case execution and validation	- CIS test environment/support - Work with UMS/Badger Meter on data setup/questions

Test Phase	UMS/Badger Responsibilities	City Responsibilities
User Acceptance	Co-develop test cases/acceptance criteria	CIS test environment

Testing (UAT)	- Assist with setting up data to support test cases - Support test case execution and validation	- Co-develop test cases/acceptance criteria - Assist with setting up data to support test cases - Execute test cases - Validate results
Beta Testing	- Co-develop test cases/acceptance criteria - Support test case execution and validation	- Account identification - Co-develop test cases/acceptance criteria - Execute test cases - Validate results

8. Data Work Flow

The following chart defines the method in which the City will be provided installation data to upload to their billing system at a mutually agreed upon frequency. From installation or meter change for an account to the time the data is provided to the City to enter into their billing system will not exceed 48 hours. It will be the City's responsibility to enter the installation data into their billing system and then into the BEACON AMA system.



9. Acceptance Criteria of Badger Meter Deliverables

In order to facilitate installation acceptance, on a monthly basis, Badger Meter shall provide the City with an electronic submission of a list of completed installations

completed in the prior month (the "Verified Installation Data"). Following the City's receipt of the Verified Installation Data, each installation set forth therein will be accepted by the City provided the following occur:

1. Satisfactory inspection by the City to be completed within 15 days;
2. Successful capture of a confirming meter reading or sequence of meter readings from that meter and endpoint by the City operating the BEACON System in a normal way; and
3. Confirmation that Verified Installation Data has been correctly captured in the City's billing system for each service location.

Installation conditional acceptance: The City shall have fifteen (15) days from its receipt of the Verified Installation Data. The City shall promptly notify Badger Meter of any installations set forth in the Verified Installation Data that do not meet the City acceptance as listed above, so that Badger Meter may resolve any discrepancies. If the City does not, with respect to installations set forth in the Verified Installation Data complete the following:

1. Inspect the installations;
2. Attempt to obtain confirming readings, or
3. Confirm that the correct information for the Installations have been captured in the City's billing system, in each case within ten business days of the City's receipt of Verified Installation Data through no fault of Badger Meter, then the installations set forth in the Verified Installation Data must be deemed by the City to be conditionally accepted.

Payments. On a monthly basis, Badger Meter must provide to the City an electronic invoice that itemizes conditionally accepted installations and affirmatively accepted installations and any authorized additional work for which payment has not yet been processed. The City shall process all acceptable invoiced items and arrange payment for the same. If, at any time within twelve (12) months after the City's acceptance of any installations, the City finds with respect to such installations that such installations do not meet the criteria of acceptance set forth above, then the City must remand the work to Badger Meter for correction (which Badger Meter must do at its own expense). Provided, however, that if, in performing such corrections, Badger Meter replaces equipment provided by Badger Meter, or repairs the installation of equipment which, in either case, is not covered by warranty, Badger Meter may invoice the City for the same.

Milestone Acknowledgement. The City of Columbia will provide Badger Meter written acknowledgement of project milestones met throughout the project as requested by the Badger Meter Manager of Support Services within 5 business days of the request.

10. System Performance and Acceptance

10.1 Slow Start

Prior to the commencement of full-scale installation, the contractor shall install endpoints on one of the City's routes (or multiple routes), comprised of approximately 500 to 1,000 meters, following the contractor's proposed procedures. During this test and for a period no longer than 10 business days following it, the City and the contractor shall evaluate the procedures for public notification, scheduling installations, meter and endpoint installation, data transfer to the City's billing system, meter reading over the system, installation data management, and problem resolution, to ensure they are working and effective. The City may require modification any procedures that it deems are deficient, ineffective, or otherwise unacceptable to the City. No work will commence on other routes until the AMI system equipment is deemed operational and approved by the City to performance requirements on the test route, the project control procedures, and systems.

1. The City must provide the details of the routes to be released at least three months in advance of the planned installations.
2. The City, UMS, CIS and Badger Meter will complete the full interface work in parallel to the meter pre-installation survey being completed to analyze and define the work necessary for the released route.
3. Badger Meter will place an order for products based on the determined meter sizes in the route released by the City, and in parallel, UMS will begin mobilization of onsite resources for meter installations deployment.
4. Badger Meter will establish the City's BEACON AMA portfolio and ensure proper testing with the City, UMS and the CIS to ensure proper data flow between all applicable systems.
5. After the first day's installs, a "live test" meter swap file is generated and will be processed through the Columbia CIS test environment, and once approved will be processed into their live production environment.
6. UMS will perform a network analysis on the first days installs to validate all installs from that day are online and communicating properly with the Badger BEACON network.
7. BEACON integration will then be completed with generating a live sync file from CIS to BEACON. BEACON will then provide a billing read file, which will be imported into the Columbia CIS.
8. Team review of all procedures used and results to identify potential changes required prior to the start of full deployment.

9. Badger Meter can provide a brief training overview of the BEACON AMA System to the City upon the successful completion of the CIS Integration being conducted by UMS, CIS, City of Columbia and Badger Meter.
10. Badger Meter and the UMS team will provide FULL project support throughout the entire Slow Start Phase to ensure all support necessary by the City and the CIS are provided to ensure a successful implementation and eventual roll out to the FULL Deployment.
11. Upon successful review of the BEACON AMA system by the City, Badger Meter will request a formal acknowledgement by the City's PM to allow the beginning of the full project deployment along with the release of all additional routes for meter installations as well as the ongoing meter pre-installation survey.

10.2 AMI System Performance

The AMI System is designed to meet the performance requirements as defined in the City of Columbia's RFP #17-18 (Technical Specifications, Section 1.21, page 43) with performance expectations as outlined [General Technical and Design Assumptions] and with the target performance for all meter readings as follows: 98.5 percent will successfully report all daily readings within the last 72 hours, 97.5 percent will successfully report all daily readings within the last 48 hours and that at least 95 percent of all meters will successfully report all daily readings within the last 24 hours.

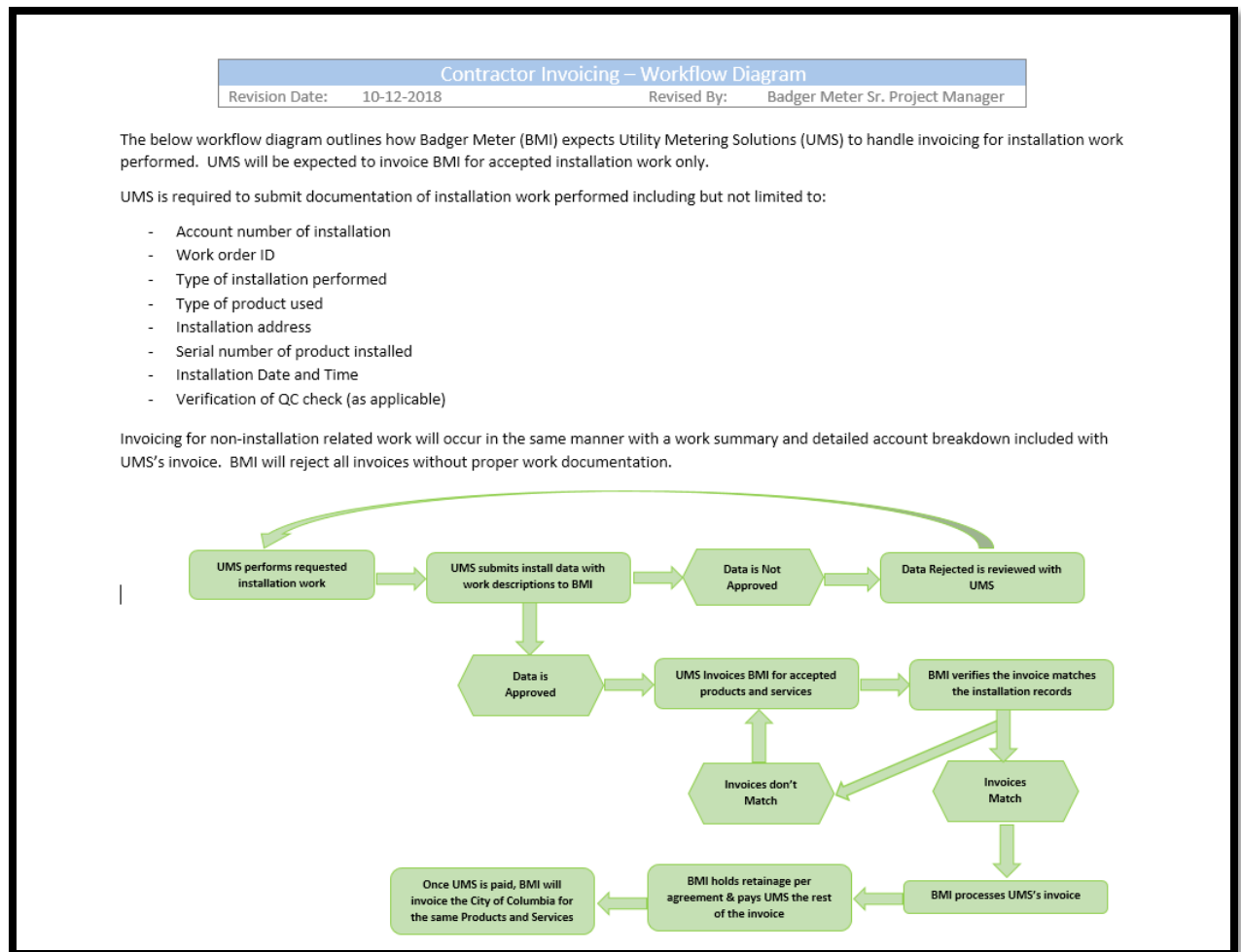
In an effort to resolve any excessive failures or general non-performance issues, noticed by the City of Columbia and confirmed by Badger Meter through our standard return material authorization process, we will address such performance issue, in a timely manner and verify whether such failure or overall non-performance is covered under warranty. If Badger Meter determines that non-performance is due to a warrantable concern using our standard RMA process, we will promptly restore the system to its normal level of accuracy and reliability as identified in Appendix 1, Badger Meter's Technical Response of this Agreement and Attachment "D", Badger Meter BEACON AMA Managed Solution General Agreement to this Statement of Work.

11. Meter Installations

- Installations of Endpoints (ORION Cellular LTE-M) are **ALL** to be mounted through a composite lid in a meter pit by the meter installation Sub-Contractor (UMS).
- All installation crews will carry a City badge with them at all times.
- Installation Schedule Availability: Installers will be available for evening and weekend installations as needed (Specific hours and days for work during the Pre-Construction Meeting can be discussed to ensure all teams are in agreement with stated times and working conditions based on sun-light available year round)

- Regular Schedules include Monday through Friday from 7:00 a.m. until 8:00 p.m. EST as well as additional hours/days necessary to provide appointments for residents who are not available during normal business hours.
- Amount of crews (people) for installations shall be proposed to the City during the Pre-Construction Meeting by UMS and Badger Meter.
- Installation Quality Control
 - UMS will inspect the meter setting, piping and valves before the installation of a meter.
 - If any work is required, UMS will need to stop the installation and notify the City of the issue(s) found so that they can complete the work.
 - If the installation cannot be completed, the installation manager shall contact the City's field contact immediately to ensure that the installation can be reviewed and the work can be completed.
- Installation Data
 - The meter team at the City will need to work with UMS and Badger Meter to do their best to determine what meter sizes will be needed at what location and in what quantities overall so that orders can be placed accurately.
- UMS Work Order Management System collects the following data:
 - Date the order was initiated and completed
 - Final read of old meter
 - Old meter number
 - New meter number
 - Endpoint ID
 - GPS coordinates
 - Meter location code
 - Meter reading code
 - Results of tamper inspection
 - Follow-up installations
 - Comment section
 - Photos of new installation
 - Pipe material (upstream and downstream)
- Meter & Endpoint Installation Schedule
 - 36-month installation schedule (Ramp-up and down)
 - Start Installations in early May 2019 and complete installations in May 2022
 - ~4,100 installations per month
 - Badger Meter is able to accept a 90% route saturation/completion before being provided additional routes, provided that all route releases will be at a minimum of 15,000 accounts per release to ensure a steady installation pace to meet the schedule requirements.

12. Payments & Invoicing



12.1 Invoicing Procedure

The parties shall agree on a standard billing format for the contractor to invoice the City for work performed and accepted. On a monthly basis Badger Meter shall submit invoices to the City for work performed and accepted by the City.

Internal Project Acceptance

All work will be accepted and considered complete when the letter of substantial completion is received, payment is received from customer, and invoicing and inventory are reconciled.

External Project Acceptance

All work outlined in contract is performed to the acceptable standards of the City.

Installation Invoices – Badger Meter receives installation data from UMS via email based on installation data once per month. The Manager of Support Services and the Data Specialist will check installation data for errors. Validated installation data will be provided to the City for approval. Badger Meter will then approve the invoices from UMS and have the Data Specialist forward to the Badger Meter Accounts Payable Department for processing. At end of each month, the Badger Meter Manager of Support Services will create a pay request. Once the pay request is approved by the City, the Badger Meter Data Specialist will work with the Badger Meter Customer Service Representative (CSR) to generate a customer invoice that will only be generated for internal purposes. Once that internal invoice is generated, it will be reviewed and approved by the Badger Meter Manager of Support Services.

Monthly Ongoing O&M Costs – Badger Meter will invoice the City O&M fee's based on the amount of installed accounts per month on a quarterly basis. For example, if in months 1 – 3 of the project, the UMS team completes 500 installations in month one, 1,000 installations in month two and 2,000 installations in month three, Badger Meter will invoice the City for (500 x 3 months, 1,000 x 2 months and 2,000 for 1 month for a total of 5,500 Service Units at \$0.385/endpoint → \$2,117.50)

12.2 Meter Scrap

- Badger Meter offers the City \$0.85 per pound for all meter scrap that qualifies for recycling.
- UMS installer will take the bare meter and place it into the recycling bin at the warehouse/installation yard.
- On a monthly basis (or sooner if necessary) the full recycling bins will be swapped out for new empty ones. The full bins will be taken to the recycling yard for weight and clean up. The gross weight of the containers will be recorded at the time of arrival into the yard and then post cleanup of non-qualifying items such as registers, endpoints and other items. The net weight will be recorded and will be used for payment to Badger Meter.
- Once the payment from the recycling company has been received by Badger Meter, we will process the payment to the City as a “Credit” on the Monthly Pay Request for the project. The project Schedule of Values will have a line item specifically for use to apply monthly credits for scrap meters on it.
- This process will be repeated throughout the project, until all meters are replaced with new Badger Meter meters and the City has been paid for any applicable scrap value from said meters.

12.3 Lid Scrap

- Badger Meter offers the City \$0.08 per pound for all lids scrap that qualify for recycling.

- UMS installer will take the lid(s) and place them into the recycling bin at the warehouse/installation yard.
- On a monthly basis (or sooner if necessary) the full recycling bins will be swapped out for new empty ones. The full bins will be taken to the recycling yard for weight and clean up. The gross weight of the containers will be recorded at the time of arrival into the yard and then post cleanup of non-qualifying items such as registers, endpoints and other metals that don't qualify for scrap value. The net weight will be recorded and will be used for payment to Badger Meter.
- Once the payment from the recycling company has been received by Badger Meter, we will process the payment to the City as a "Credit" on the Monthly Pay Request for the project. The project Schedule of Values will have a line item specifically for use to apply monthly credits for scrap lids on it.
- This process will be repeated throughout the project until all lids replaced with new RF-friendly lids have been completed and the City has been paid for any applicable scrap value from lids.
- QA/QC to be done with weight (meter scrap) versus quantity (meter replacement) and additional credits may be awarded if a discrepancy is discovered.

13. Change Management

A change in scope can generally be defined as a requested alteration to a project that has an effect on the cost, schedule, quality, performance or reputation of the project. Any change not covered in the project scope can be considered a scope change.

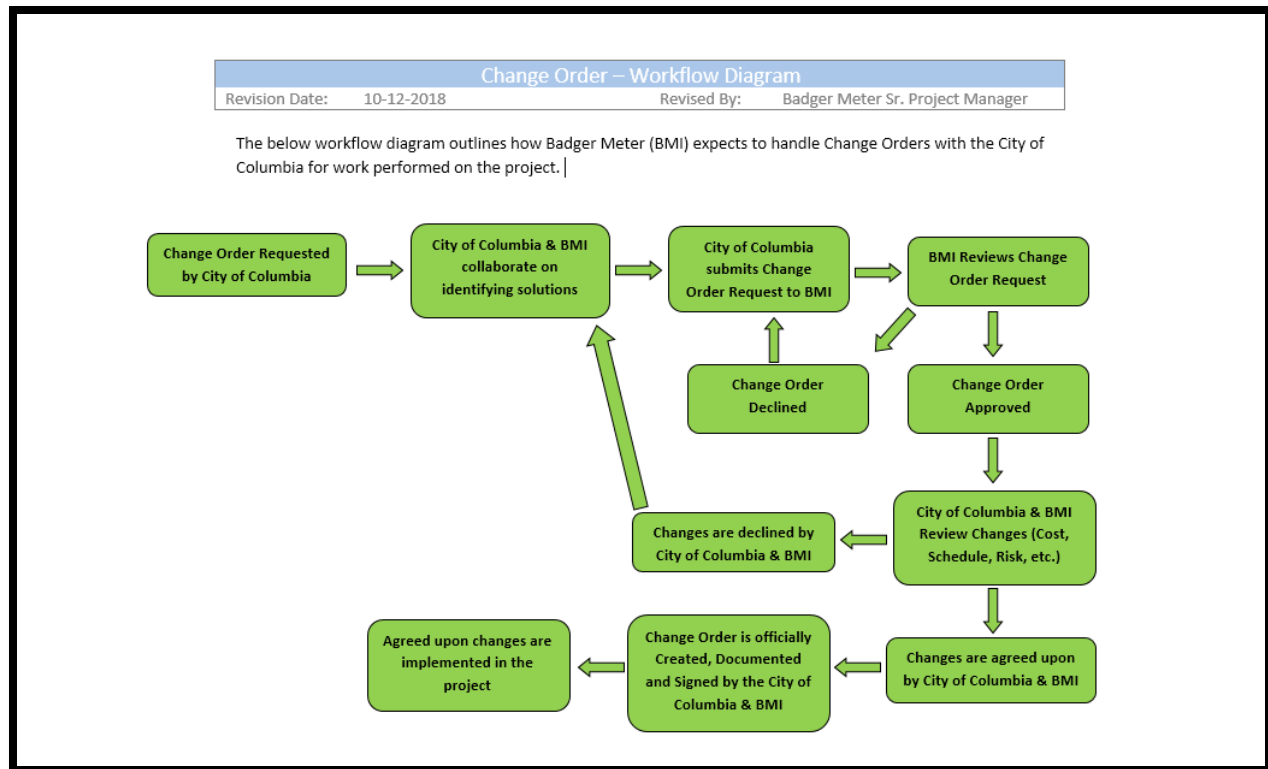
In the event a change is needed, Badger Meter will follow the predefined change management plans outlined in the subsection below.

13.1 Internal Change Management

Potential changes in scope will be reviewed by the following parties (as needed) Badger Meter: Director of Field Services, Manager of Support Services, Account Manager, Subcontractor Manager, Bids & Contracts, UMS Personnel, along with the appointed personnel representing the City of Columbia.

13.2 External Change Management

If a change is initiated by the City of Columbia, the Change Order Process flow chart provided below will be used.



14. Training

Badger Meter prefers a “demonstrate and perform” type of training methodology. Training is conducted based upon the number of trainees and their expected interaction with BEACON AMA. Training agendas may be adjusted due to needs of the City or to focus training for certain groups. The City will be allowed to record training sessions for future reference.

- All training will be conducted with the City’s BEACON AMA software and ORION Cellular endpoints. Any damage to the hardware or unwanted changes to software settings will be replaced or set back to the City’s preference.
- Initial training sessions will include verbal or written tests for each trainee and evaluations of the training. Failures in either will be discussed with the City representative and sessions will be repeated upon the request of the City representative.
- Training documents will be provided by Badger Meter for all initial training sessions and, when applicable, for follow-up training sessions.
- If the group of trainees are too large for one session, that session will be repeated to accommodate the size of the group or for office coverage. This may increase the total amount of training hours for the project.
- Endpoint Installation: Using Badger Meter documents and recommended practices, the installers are trained in the installation of meters and ORION Cellular endpoints for various applications. Training will include demonstration of the

correct way to perform the installation, then observing the trainee performing the installation multiple times. Each attendee will receive hardcopies of the appropriate training material.

- Badger Meter will conduct meter and endpoint installation training upon the start of the project. The installation training will be 2-1/2 days. A BEACON AMA overview will be conducted to give the installers an understanding of the entire system and to confirm that the endpoint installation has been successful.
- The CIS to BEACON AMA interface will start development at the start of the project. An Interface Analyst will be assigned to work with the City and its CIS representatives to develop a timeline and map out all the required fields between the CIS and BEACON AMA.
- Badger Meter proposes three training phases. The first training phase will be for the initial deployment and will include the installation training and BEACON AMA overview. The second phase of training will be conducted a minimum of two weeks after the prerequisite training. This allows the system to collect historical reads and display additional alerts. The third training phase is a follow-up training session after the City has been using the system for a period of time. There may also be additional BEACON AMA users that require training.
- Phase I, training will be a total of three days of training time. The agenda is based on up to 48 Field Installers and five Billing Clerks. Badger Meter may choose to use up to two Trainers performing the training sessions.
- Phase II, training will be a total of two days of training time. The agenda is based on up to five Billing Clerks and 25 Customer Service representatives. Badger Meter may choose to use up to two Trainers performing the training sessions.
- Phase III, is forecasted to be up to three days of training but may be adjusted due to topics and attendees.

Training Phase I

- Endpoint Installation Training Agenda
- Note: This is a proposed Training Agenda, the City schedules, processes, number of people attending the training, and experience of trainees may require adjustments to the scheduled times. Please contact the Badger Meter Training Coordinator or assigned Trainer with questions. This 3-day training takes place shortly after receipt of meters and endpoints.
- Prerequisite Training Phase I – 3-day training
- During this Phase, the training will be prerequisite training. The Field Installation training will be split into two groups (24 installers per group). The training will consist of an overview of the system from endpoint installation to the billing read being transmitted to billing. The third day of training will be split between following up on any questions from Field Installers and performing prerequisite training with the Billing Clerks.

Endpoint Installation Phase I – Day 1 (First group):

Times	Subject	Notes	Suggested Attendees	Possible Other Attendees
30 min	Overview of ORION Cellular	General explanation of how the endpoints function and interact with the BEACON AMA software	Installers Meter Readers	Managers
30 min	Assets	Endpoints: Available Pre-provisioned Provisioned	Installers Meter Readers Managers	Managers
1 hours	Installation of meters and endpoints (in classroom)	Installation considerations Activation FOB Installation Form Splicing wire Endpoint Status Tool	Installers Meter Readers	Managers
4 hours	Installation of meters and endpoints	At meter locations and with Trainer supervision	Installers Meter Readers	Managers
1 hour	Review & Quiz		Installers Meter Readers	Managers

Total training 7 hours

Endpoint Installation Phase I – Day 2 (Second group):

Times	Subject	Notes	Suggested Attendees	Possible Other Attendees
30 min	Overview of ORION Cellular	General explanation of how the endpoints function and interact with the BEACON AMA software	Installers Meter Readers	Managers
30 min	Assets	Endpoints: Available Pre-provisioned Provisioned	Installers Meter Readers	Managers
1 hours	Installation of meters and endpoints (in classroom)	Installation considerations Activation FOB Installation Form Splicing wire Activation Site	Installers Meter Readers	Managers
4 hours	Installation of meters and endpoints	At meter locations and with Trainer supervision	Installers Meter Readers	Managers
1 hour	Review & Quiz		Installers Meter Readers	Managers

Total training 7 hours

Meter and Endpoint Installation Phase I – Day 3:

Times	Subject	Notes	Suggested Attendees	Possible Other Attendees
3 hours	Installation of meters and endpoints	Trainer will inspect additional installations and provide feedback	Installers Meter Readers	Managers
1 hour	Prepare for afternoon BEACON AMA training	Set up room for training	IT for support	BEACON AMA Admin
1 hour	BEACON AMA overview	General overview of BEACON AMA software	Billing Clerks	BEACON AMA Admin
2 hours	Billing Cycle	Steps of a billing cycle	Billing Clerks	Customer Service BEACON AMA Admin
30 min	Users	Staff Customers Manage EyeOnWater	Billing Clerks	Customer Service BEACON AMA Admin
30 min	Questions		Billing Clerks	Customer Service BEACON AMA Admin

Total training 7 hours

Training Phase II

- BEACON AMA software
- Software Operation: Software training is provided to different groups at different levels. The City and Badger Meter will develop a training plan that considers dates, times, number of trainees, and software features to be trained. Training documents will be provided by Badger Meter.
- Billing Clerk training will include all BEACON AMA subjects in order to complete a successful billing cycle.
- Customer Service training will be accomplished on a Saturday (per City request) and will consist of two sessions. The Customer Service group will be split in half: one group will be trained in the morning session and the other group will be trained in the afternoon session.

BEACON AMA Software – Phase II – Day 1 (Billing Clerks):

Times	Subject	Notes	Suggested Attendees	Possible Other Attendees
1 hour	BEACON AMA overview	General overview of BEACON AMA software	Billing Clerks	BEACON AMA Admin
3 hours	Billing Cycle	Includes import from CIS Billing Export to CIS	Billing Clerks	BEACON AMA Admin
30 min	At A Glance	Modules and their features	Billing Clerks	BEACON AMA Admin
1 hour	Monitor	All sections covered: • Facets • Water usage Graph • Downloads • Results/Cards	Billing Clerks	BEACON AMA Admin
30 min	Assets	Endpoint Status Service Utility Settings	Billing Clerks	BEACON AMA Admin
1 hour	Review/Quiz	Includes evaluation of trainees BEACON AMA knowledge	Billing Clerks	BEACON AMA Admin

Total training 7 hours

BEACON AMA Software – Phase II – Day 2 (Customer Service): Morning Session

Times	Subject	Notes	Suggested Attendees	Possible Other Attendees
30 min	BEACON AMA overview	General overview of BEACON AMA software	Customer Service	BEACON AMA Admin
1 hour	At A Glance	Modules and their features	Customer Service	BEACON AMA Admin
1 hour	Monitor	All sections covered: • Facets • Water usage Graph • Downloads • Results/Cards	Customer Service	BEACON AMA Admin
30 min	EyeOnWater	Review of EyeOnWater features	Customer Service	BEACON AMA Admin
30 min	Assets	Endpoint Status	Customer Service	BEACON AMA Admin
30 min	Review/Quiz	Includes evaluation of trainees BEACON AMA knowledge	Customer Service	BEACON AMA Admin

Total training 4 hours

Afternoon Session

Times	Subject	Notes	Suggested Attendees	Possible Other Attendees
30 min	BEACON AMA Overview	General overview of BEACON AMA software.	Customer Service	BEACON AMA Admin
1 hour	At A Glance	Modules and their features	Customer Service	BEACON AMA Admin
1 hour	Monitor	All sections covered: • Facets • Water usage Graph • Downloads • Results/Cards	Customer Service	BEACON AMA Admin
30 min	EyeOnWater	Review of EyeOnWater features	Customer Service	BEACON AMA Admin
30 min	Assets	Endpoint Status	Customer Service	BEACON AMA Admin
30 min	Review/Quiz	Includes evaluation of trainees BEACON AMA knowledge	Customer Service	BEACON AMA Admin

Total training 4 hours

Training Phase III

BEACON AMA Software

- If needed, this phase of training will be used to train new BEACON AMA users or it may be used for any additional training requested by the City.
- After 3 – 6 months of using the BEACON AMA system, a 3-day training will be coordinated between the City and the Badger Meter Training Coordinator. At that time, the City will provide a list of questions or items they would like further training to cover. If there are additional BEACON AMA users that require training, this session can be used for that. In addition, this is an opportunity to investigate and troubleshoot endpoint installation issues. Training documents will be provided by Badger Meter.
- Below are generic agendas that can be modified upon scheduling to fit the City's needs.

Endpoint Installation – Phase III – Day 1 (Installers/Meter Readers):

Times	Subject	Notes	Suggested Attendees	Possible Other Attendees
30 min	Overview of ORION Cellular	General explanation of how the endpoints function and interact with the BEACON AMA software	Installers Meter Readers	Managers
30 min	Assets	Endpoints: Available Pre-provisioned Provisioned Additional statuses	Installers Meter Readers	Managers
1-1/2 hours	Installation of endpoints	Installation considerations Activation (reset cautions) Installation Documentation	Installers Meter Readers	Managers
4-1/2 hours	Installation of endpoints	At meter locations and with Trainer supervision	Installers Meter Readers	Managers
1 hour	Review & Questions		Installers Meter Readers	Managers

BEACON AMA Software – Phase III – Day 2:

Times	Subject	Notes	Suggested Attendees	Possible Other Attendees
30 min	BEACON AMA overview	General overview of BEACON AMA software	Billing Clerks	BEACON AMA Admin
30 min	At A Glance	Modules and their features	Billing Clerks	BEACON AMA Admin
1 hour	Assets - System Sync	Importing interface files • Errors and Warnings • Correcting data	Billing Clerks	BEACON AMA Admin
2 hours	Monitor	All sections Covered: • Facets • Water usage Graph • Downloads • Results/Cards ○ Notes ○ Tags ○ Alerts	Billing Clerks	BEACON AMA Admin
1 hour	Assets - Endpoints	Endpoints At A Glance Billing Reads Service Data Diagnostics Utility Settings	Billing Clerks	BEACON AMA Admin
30 min	Users	Staff Customers Manage EyeOnWater	Billing Clerks	BEACON AMA Admin
1 hour	EyeOnWater	What the customer sees Managing EyeOnWater	Billing Clerks	BEACON AMA Admin
1 hour	Review/Questions	Includes evaluation of trainees BEACON AMA knowledge	Billing Clerks	BEACON AMA Admin

BEACON® AMA Software – Phase III – Day 3

If needed this day will be used to train new BEACON AMA users, or any additional training requested by the City.

15. Project Closeout

15.1 Project Completion

- In pursuit of closing out the project, the Badger Meter and UMS teams will follow these procedures:
 - Review all project deliverables and validate that the deliverables have been completed per the defined acceptance criteria (this will be occurring throughout the project).
 - Obtain substantial route completion signoff from the City, throughout the project per the defined acceptance criteria (this will be occurring throughout the project)
 - After the review of the list of accounts previously defined as return to utility (RTU) and upon mutual agreeance, such accounts shall be removed from scope for the City to manage or rescheduled for UMS to complete.
 - Review any pending action items and agree on the resolution (this will be occurring throughout the project)
 - Review inventory status and disposition, and discuss/resolve discrepancies (this will be occurring throughout the project)
 - Review financial status/budget, discuss/resolve discrepancies (this will be occurring throughout the project)
 - UMS to deliver all data and pictures obtained throughout the project to the City and Badger Meter.
 - UMS to deliver Close Out/Project Book to Badger Meter and the City which may include scope summary, technical documentation, billing procedures and provide account/route signoff summary and distribute list of key contacts.
- Should the City disagree on the completion criteria of any item, the following resolution methods are suggested:
 - The City will need to provide a list of items of unacceptable work to Badger Meter and UMS along with scheduling a meeting to review and discuss a proper solution and project close out
 - Escalation path through the subcontractor (UMS), contractor (Badger Meter), and the City for detailed discussion, contract review, and mutually agreeable resolution.

15.2 Project Closeout Activities

- During the installation project, as batches of accounts are installed, the City will be asked to review and provide signoff per route
- Once all the routes have been substantially completed and signed off, a close-out meeting will be scheduled for all parties
- Close out Meeting Agenda:

- Review project scope
 - Review final project deliverables, and route completion
 - Review project metrics and overall project status
 - Review RTU List
 - Review any pending action items
 - Review inventory status and disposition
 - Discuss project documentation
 - Conduct project lessons learned session
 - Obtain formal acceptance of project completion
- Project Closeout Criteria:
 - All meter change outs processed in the CIS system
 - All routes substantially complete
 - Meter data available on BEACON AMA
 - All inventory reconciled and dispersed
 - No pending action items
 - No outstanding Assist/RTU accounts
 - The City's staff training is completed
 - Installation pictures delivered to the City

16. Pre-Installation Survey Scope of Work

Company Reference: UMS (Survey Team will be referenced as Badger Meter / UMS Employees)

Onsite Team: Overall, we will have three people on-site for the Survey of which one employee will be on-site full time over the three-year duration of the project along with the other two resources on-site for approximately 2 years.

Survey SOW: Survey crews will be deployed within 30 – 45 days upon either the Notice-to-Proceed or the release of Work Orders identifying which surveys can be conducted. It is desirable to have the entire service territory released immediately to provide the best transition to meter installations. Technicians will spend no more than five minutes locating a meter and accounts that cannot be located and such information will be communicated to the utility for additional assistance in locating the meters. We will arrange to have a technician available to work with the utility in locating meters that we are unable to find.

At a minimum, the survey shall consist of the identification of the box and lid dimensions, lid type, register type and location of the meter. Captured coordinates shall be within three meters of the actual meter location. If accessible without digging or removing soil, the technician shall collect the meter type, presence of a backflow preventer, and for meters $\geq 1.5''$, the technician will identify if a bypass is present. If the pit needs to be dug out, the technician shall identify the pit requires the removal of soil, in which case it will be the responsibility of the installation crew to remove the soil during the time of installation.

The technician will collect a photo of the box & lid and the immediate surroundings, along with a photo of the pit with the lid removed. Additional photos can be collected for \$0.55 each, if necessary. Survey data can be incorporated into the installation data or provided directly to the City in an excel document within two weeks of the survey being completed.

Installation Services Statements of Work

1. Outside Meter Installation

Installation of outside set small, intermediate, and large water meters ranging in size from 5/8" to 10", all types including but not limited to PD, Turbine, Mag and Compound.

1.1 Statement of Work

Small Meters (Up to and including 1"), Intermediate Meters (1 ½" and 2") and Large Meters (up to 10")

- Utilize an electronic work order management system for work order assignment and data collection
- Validate that the meter serial and address matches the work order management system data
- Remove the old meter and gaskets and replace with a new meter, gaskets, and transmitter device
- Take the following pictures and store in the work order management system
 - Old meter serial number
 - Old meter final read
 - New meter installation
 - Post-installation area
- Activate the transmitter device
- Digitally record old meter and new meter/endpoint information

Intermediate and Large Meters (1 ½"to 10") Specific

- All commercial and industrial meter exchanges to be scheduled with the customer

1.2 Deliverables

- Provide electronic change out data to utility

1.3 Assumptions

- Meters being replaced are like for like (same size, lay length, etc.)
- The Badger Meter Team is able to accept a 90% Route Saturation / Completion before being provided additional routes, provided that all route releases will be at a minimum 15,000 accounts per release to ensure a steady installation pace to meet the schedule requirements

- Client to provide onsite meter inventory buffer of 6 weeks or more
- Client to make available a new, composite, pre-drilled lids at time of meter installation
- Client prepared to provide required support to resolve meter assist/RTU/escalation requests within ten days of notification
- Any unique customer accounts shall be explicitly identified
- Recommended pictures are noted above, however UMS can take additional photos if required
- Work will occur during normal, approved work hours, however, scheduled appointments for intermediate and large meters may be out of normal work hours with no additional cost to client

2. Outside Meter Retrofit (Register, Endpoint & Lid)

Retrofit of small, intermediate, and large water meters ranging in size from 5/8" to 10", all types including but not limited to PD, Turbine, Mag and Compound.

2.1 Statement of Work

All Meters (up to 10")

- Utilize an electronic work order management system for work order assignment and data collection
- Validate that the meter serial and address matches the work order management system data
- Remove the old transmitter and replace with a new transmitter
- Take the following pictures and store in the work order management system
 - Old meter serial number
 - Old meter final read
 - New meter installation
 - Post-installation area
- Activate the transmitter device
- Digitally record old meter and new meter/endpoint information

2.2 Deliverables

- Provide electronic change out data to utility

2.3 Assumptions

- Badger Meter will adhere to Banners upload file format for retro-fits

- Recommended pictures are noted above, however Badger Meter can take additional photos if required

3. Fire Hydrant Meter

3.1 Statement of Work

Badger Meter Fire Hydrant Meter, Register, Endpoint, Endpoint Guard Assembly

- Badger Meter receives and places orders for the Badger Meter Fire Hydrant Meter, Meter Register/ORION Endpoint, and ORION Endpoint Guard.
- Badger Meter Ships Utility Metering Solutions the Badger Meter Fire Hydrant Meter, Meter Register/ORION Endpoint, and ORION Endpoint Guard for assembly and activation.
- Utility Metering Solutions receives in at its warehouse and inventories the Badger Meter Fire Hydrant Meter, Meter Register/ORION Endpoint, and ORION Endpoint Guard.
- Utility Metering Solutions matches up the appropriate Badger Meter Fire Hydrant Meter (Serial Number) with the corresponding Register (Serial Number).

ORION Endpoint Guard installation process:

- Remove the (4) Meter head assembly bolts and handles.
- Stack (3) supplied washers each over the two bolt holes on one side of the Meter.
- Re-installer the two handles and bolts over the stacked washers. And lightly tighten the head assembly bolts.
- Install the matching register (Serial Number) on the fire hydrant Meter and secure.
- Install the ORION Endpoint through the ORION Endpoint guard (per the installation manual).
- Activate the ORION Cellular Endpoint with the IR Communication Device for ORION Cellular LTE Endpoints.
- Stack (3) supplied washers each over the two open bolt holes.
- Carefully align and install the ORION Endpoint guard on to the Fire Hydrant Meter with the Register/Endpoint signal cable between the Meter and the Endpoint guard.
- Align the fire hydrant handles over the head assembly bolt holes, insert, and lightly tighten the two remaining head assembly bolts.
- Tighten all four head assembly bolts per the installation/operations manual.
- Loop, wire tie, and tuck the remaining register/Endpoint signal cable into the Endpoint guard. (No hanging cable visible)
- Document the completed process in the Utility Metering Solutions work order management system.
- Set the completed assembly aside for shipment to/pick up by the City.

4. Meter Box Replacement

Replacement of meter boxes and lids in both grass/dirt and sidewalk/driveway applications.

4.1 Statement of Work

Grass or Dirt Setting

- Utilize an electronic work order management system for work order assignment and data collection
- Take before picture
- Pull back sod layer, removed and reuse to match restoration work
- Dig up the old meter box
- Install new meter box to grade allowed by current piping
- Use removed dirt for backfill around box
- Replace sod layer

Driveway or Sidewalk Setting (Including Remediation)

- Utilize an electronic work order management system for work order assignment and data collection
- Take before picture
- Cut out existing box with room to install new meter box
- Install new meter box to grade allowed by current piping
- Restore area with matching materials (concrete, asphalt or gravel)

4.2 Assumptions

- Large concrete vault replacement is excluded
- Excludes installations in nonstandard pavers
- Subject to preapproval of client
- Work will occur at time of initial meter installation

5. Professional Services

Professional Services to include warehousing facilities, printing and postage.

5.1 Statement of Work

Warehousing, Printing and Postage

- Provide material storage containers (Conex boxes) to be housed on client's property
- Provide all post installation door hangers for meter installation services

- Includes UMS Inventory management services

6. Electronic mass meter change out interface

Electronic Mass Meter Change Out Interface pricing is included in all installation and retrofit applications

6.1 Statement of Work

- Obtain CIS/Utility Billing Meter and Account data
- Perform data gap analysis to identify missing and/or improperly formatted data
- Load CIS/Utility Billing data into Xchange, the UMS Work Order Management System
- Load new meter and transmitter inventory data into Xchange
- Perform data QA/QC validity audits on meter exchange data collected
- Perform network validation QA/QC on installed meters/transmitters
- Troubleshoot and correct data exceptions

6.2 Deliverables

- Generate Mass Meter Change Out files with validated installation data, and properly formatted to the required specification
- Transmit the Mass Meter Change Out files periodically to the client for processing in the CIS/Utility Billing System

7. Alternate Bid: Supply and install dual check valves

Supply and install Dual Check Valves for $\frac{3}{4}$ ", 1" and 1 $\frac{1}{2}$ " meter customer supply lines

7.1 Statement of Work

$\frac{3}{4}$ ", 1" and 1 $\frac{1}{2}$ "

- Remove old meter
- Dig up and remove meter box
- Install dual-check valve onto the new meter
- Cut customer-side piping and connect fitting for dual-check valve
- Install new meter with dual-check valve
- Reinstall meter box
- Flush service line

7.2 Assumptions

- Includes required piping modifications
- Assumes all required hardware for piping modification will be provided to UMS

- Assume dual check will be provided to UMS or purchased directly via line item on the contract

8. Contingency service pricing

8.1 Work Items

Miscellaneous IT Services

Miscellaneous Field Work

Lid Drilling

5/8" Direct Connect Meter with Spud

1" Direct Connect Meter with Spud

Install Pipe Riser up to and including 1"

Install new/replace existing curb stop up to 1"

Install new/replace existing gate valve up to 1"

Meter Box Reset up to and including 1"

8.2 Assumptions

- Subject to preapproval of client
- Work will occur at time of initial meter installation
- Labor only, unless specifically stated
- Materials supplied by client, any additional material at cost+15%

9. Inventory management

9.1 Statement of work

- Utilize a defined process to track and manage meter inventory throughout the project and will include the following
- WAREHOUSING
 - Provide material storage containers (Conex boxes) to be housed on client's property
- RECEIVING
 - Receive, count, and quarantine as necessary all delivered meter materials
 - Record inventory serial numbers in Xchange (UMS work order management system) when it arrives at the warehouse

- Verify and reconcile all products received against the packing list or Bill of Lading
- DAILY ISSUE
 - Issue meter stock daily to field installation technicians
 - Issue all meters and ancillary items from the secure storage facility to the field technician by the UMS Project Manager
 - Track inventory that is transferred to the client
- NIGHTLY RECONCILIATION
 - Perform a daily physical count by each field technician and validate counts against the Daily Production Report
 - Confirm accuracy of the daily physical count by the UMS Project Manager
- WAREHOUSE RECONCILIATION
 - Perform a weekly physical count and reconciliation of warehouse meter stock by the UMS Project Manager
- WARRANTY PROCESS
 - Collaborate with the client to determine an agreeable process for warranty returns back to the AMI vendor throughout the installation project
- INVENTORY FORECASTS
 - Develop an installation/inventory forecast and meter delivery schedules are based upon the projected quantity of installers and installation rates. UMS recommends a 6-to-8-week supply of inventory to be retained in the warehouse. UMS will make forecast and purchase plan available to (customer) upon request.

9.2 Assumptions

- Client to prove space to house the storage units (Conex boxes) for inventory storage
- Client to provide temporary parking space for installers vehicles during early morning and late afternoon hours
- Client to provide office work space (one desk) with access to a high-speed internet connection

10. DBE compliance

10.1 Statement of Work

Badger Meter agrees to fully comply with the CDBE / DBE participation levels outlined in the City of Columbia's RFP. UMS will continue to engage the local community throughout the project and engage additional CDBE support where necessary. Badger Meter & UMS understand and will comply with the 25% CDBE levels for this project.

10.2 Assumptions

- All DBE partners agree to adhere to Badger Meter standards for quality control.

Attachment “A”

Production & Zone Release Schedule

Attachment “B”

[Project Timeline Schedule](#)

Attachment “C”

[Quality Management System](#)

Attachment “D”

[Badger Meter BEACON AMA Managed Solution General Agreement](#)**Badger Meter, Inc.**

Use or Disclosure of All Data On This Page Is Subject to The Restrictions On the First Page of This Document
Statement of Work/Project Plan
Page | 47

Appendix B - Business Information Record for Subcontractors

The Offeror 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 City 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 in SAM.gov) / Address / DUNS # & CAGE #	Contact Name & Telephone	Services and/or Materials Provided	Cost of Services and/or Material (\$ Value)	Percentage of Total Agreement Installation Service	MBE, WBE, SBE, DBE, LBE (indicate all that apply)	Is your Business CDBE Approved ? Yes or No
XtraLight Manufacturing, Ltd. 8812 Frey Rd. Houston, TX 77034 DUNS#: 785759721 CAGE#: 5Z3K1	Division Name: Utility Metering Solutions (UMS) 7200 Falls of Neuse Rd. Suite 100 Raleigh, NC 27615 Mr. Joey Mitchell (214) 490-0937	Installation of water meters, project management of installations, inventory management & control	\$7,979,824.13	74.72% of the Installation Service	N/A	No
Farmer Construction, LLC. 2727 Schoolhouse Road Columbia, SC 29203 DUNS#: 805568628 CAGE#: 5FED3	Willie Farmer (803) 728-0964	Installation of water meters	\$1,815,538.15	17% of the Installation Service	DBE/MBE	Yes
AOS Contractors 1224 Two Notch Road Lexington, SC 29073 DUNS#: 077439198 CAGE#: 09NP8	Mike Sweatt (803) 798-6831	Construction - concrete	\$884,273.87	8.28% of the Installation Service	DBE/WBE	Yes

TOTAL: \$ 10,679,636.15

CDBE Labor	Overall Install Labor	CDBE % on Install Labor
\$ 2,700,000.00	\$ 10,679,636.15	25.28%
CDBE Labor	Overall Contract Value	CDBE Labor on Overall Value
\$ 2,700,000.00	\$ 37,684,317.65	7.16%

Installation Service over requirement of 25%

Overall Contract Value requirement of 7.16%

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

Business Name: Badger Meter, Inc.

Representative Name / Title: Korrine L. Fleming, Assistant Secretary

Date: November 6, 2018

Form 710

	NACIS code	Anticipated Project Cost	Percentage of Weight	Number of DBE firms	Total Firms	Relative Availability	Weight	Relative Availability (multiplied
Residential and Large Meter Installation	237110, 237130, 238220	\$11,575,000	23.62%	29	328	0.088414634	0.236224	0.020885702
Equipment		\$37,425,000	76.38%	<i>Excluded from Calculation</i>				
Total Project		\$49,000,000						

Goal Using Ratio 8.84%

Goal Using Weight 2.09%

Goal Using the Average 5.47%

	Estimate
Meter Installation	\$11,575,000
Equipment	\$37,425,000
Total Project	\$49,000,000

25% of meter instal. \$2,893,750 5.91% (rounded up is 6% or \$2,940,000 of the total project cost)



We Are Columbia

MEETING DATE: February 19, 2019

DEPARTMENT: Legal Department

FROM: *Shari Ardis, Legal Office Manager*

SUBJECT: Ordinance No.: 2019-011 Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 14, Offenses and Miscellaneous Provision, Article IV, Offenses Against the Public Peace and Order to add Sec. 14-107 Careless operation of drone

PURPOSE: First reading approval was given on February 5, 2019.

FUNDING SOURCE AND ORIGINAL BUDGET AMOUNT:

STRATEGIC GOALS: Collaborate and partner with entities, Connect the City's neighborhoods and business dist, Foster a healthy quality of life

ATTACHMENTS:

- **#a:** 2019-011 add Sec. 14-107 Careless operation of drone (PDF)

HISTORY:

02/05/19

Columbia City Council

APPROVED ON FIRST READING.

ORDINANCE NO.: 2019-011

Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 14, Offenses and Miscellaneous Provision, Article IV, Offenses Against the Public Peace and Order to add Sec. 14-107 Careless operation of drone

BE IT ORDAINED by the Mayor and Council this ____ day of _____, 2019, that the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 14, Offenses and Miscellaneous Provisions, Article IV, Offenses Against the Public Peace and Order, is amended to add Sec. 14-107 Careless operation of drone and read as follows:

Sec. 14-107. Careless operation of drone.

(a) For purposes of this section, the term "drone" shall be defined as an unmanned aircraft system without a human pilot onboard but instead is controlled from an operator on the ground.

(b) It shall be unlawful for any person within the city limits to operate a drone in any one or more of the following ways:

- (1) In violation of any Federal or State statute or regulation which applies to drones, including provisions of mandatory registration;
- (2) In any manner which causes personal injury, however slight, to another person or persons;
- (3) In any manner which causes damage, however slight, to the property of any person or entity;
- (4) At any time while under the influence of alcohol or drugs;
- (5) In any manner in furtherance of the commission of any crime;
- (6) Over any gathering or group of people which exceeds 50 persons without lawful permission by the event organizer and any applicable Federal or State agencies which have jurisdiction;
- (7) In any manner which impedes the normal and safe flow of vehicular traffic on any public roadway, street or highway; or,
- (8) In any manner which interferes with the safe and efficient operations of any first responder while engaged in a call for service.

(c) A violation of this section is within the jurisdiction of the Columbia Municipal Court and punishable as provided in Section 1-5.

(d) Use of a drone in any manner which violates this section is hereby declared to be a public nuisance.

Requested by:

City Manager _____

Mayor _____

Approved by:

City Manager _____

Approved as to form:

ATTEST:

Senior Assistant City Attorney _____

City Clerk _____

Introduced:

Final Reading:



We Are Columbia

MEETING DATE: February 19, 2019

DEPARTMENT: Legal Department

FROM: *Shari Ardis, Legal Office Manager*

SUBJECT: Resolution No.: R-2019-008 Authorizing consumption of beer and wine only within Boyd Plaza adjacent to the Columbia Museum of Art Gala Fundraiser on Saturday March 9, 2019

**FUNDING SOURCE AND
ORIGINAL BUDGET
AMOUNT:**

STRATEGIC GOALS: Collaborate and partner with entities, Connect the City's neighborhoods and business dist, Grow opportunities for entrepreneurship

ATTACHMENTS:

- **#a:** R-2019-008 CMA Gala (March 9) (PDF)

RESOLUTION NO.: R-2019-008

Authorizing consumption of beer and wine only within Boyd Plaza adjacent to the Columbia Museum of Art Gala Fundraiser on Saturday March 9, 2019

WHEREAS, the Columbia Museum of Art is sponsoring the CMA Gala Fundraiser in Boyd Plaza adjacent to the Museum on Saturday, March 9, 2019 from 5:00 p.m. until 10:00 p.m.; and,

WHEREAS, the Museum has requested permission for the temporary closing and use of the courtyard/plaza area adjacent to the Museum on Saturday, March 9, 2019 from 5:00 p.m. until 11:00 p.m. for set up, clean up, and staging of the event to be held on Saturday, March 9, 2019 from 7:00 p.m. until 10:00 p.m.; for patrons to consume beer and wine beverages only during the event hours on Saturday, March 9, 2019 from 7:00 p.m. until 9:30 p.m.; and for crowd control and overflow; and,

WHEREAS, it has been determined that such an event would be in the public interest; NOW, THEREFORE,

BE IT RESOLVED by the Mayor and Council this ____ day of _____, 2019, that the sale of beer and wine beverages only within the Courtyard area adjacent to the Columbia Museum of Art is authorized between the hours of 7:00 p.m. and 9:30 p.m. on Saturday, March 9, 2019; and,

BE IT FURTHER RESOLVED that all vendors be restricted to stationary location; and,

BE IT FURTHER RESOLVED that outdoor possession and consumption of beer and wine beverages, all outdoor musical performances and use of sound-amplifying devices shall end by 10:00 p.m. due to the proximity of the event to residential properties; and,

BE IT FURTHER RESOLVED that only pedestrian traffic will be allowed within the area. All other traffic, including, but not limited to, automobiles, trucks, motorcycles, mopeds, bicycles, skate boards, and horses, except police horses, is prohibited. All pets shall be prohibited. Coolers, glass bottles, breakable glasses and/or cups, large bags and backpacks shall be prohibited; and,

BE IT FURTHER RESOLVED that VIP tents or VIP areas within the event area are prohibited; and,

BE IT FURTHER RESOLVED that organizer is responsible or shall make arrangements for the cleanup of all trash and debris within the festival area and within the designated area of impact as shown on the attached drawing, and shall place same in the roll carts provided by the City. Any overflow of trash and debris shall be placed in garbage bags with the top securely closed and placed beside the City roll carts. The number of roll carts needed for the event shall be determined by organizer and the City Solid Waste Division prior to the event and placed throughout the event area to ensure that trash and debris are well contained. Roll carts and bagged trash and debris shall be returned to the collection point designated by the City in a timely manner. If the organizer has not opted to use City services to clean up the festival area and within the designated area of impact as shown on the attached drawing, any costs incurred by the City in removing loose trash and debris within the festival area and within the designated area of impact as shown on the attached drawing, which the organizer has failed to clean up, shall be billed to and paid by the organizer; and,

BE IT FURTHER RESOLVED that during the designated time the closed portion of the courtyard/plaza area adjacent to the Museum, with the exception of the parking areas, adjacent off-street parking areas and other areas posted as to not allow alcoholic beverages, shall be declared to be a Public Park and provisions of Chapter 15, Parks and Recreation, Sec. 15-1, 15-2 and 15-3, Code of Ordinances of the City of Columbia, South Carolina are in effect. Pursuant to Chapter 14, Offenses and Miscellaneous Provisions, Article IV, Offenses Against the Public Peace and Order, Sec. 14-99, 1998 Code of Ordinances of the City of Columbia, South Carolina, the

courtyard/plaza area adjacent to the Museum, with the exception of the parking areas, adjacent off-street parking areas and any other areas posted as to not allow alcoholic beverages, is deemed to be the site of a public festival at which beer and wine beverages only may be consumed and the prohibition against possession or consumption of alcoholic beverages set forth in Sec. 14-99 shall not apply. Possession and consumption of beer and wine beverages shall be permitted only in plastic cups, plastic or aluminum bottles or aluminum cans provided by vendors within the areas designated.

PROVIDED, FURTHER, that the event organizer shall provide the names and cell phone numbers of a least two contact persons who can receive complaints during the event, including any set up and breakdown times. The cell phones shall remain on at all times during the event and during any set up and breakdown time.

PROVIDED, FURTHER, that failure of the event organizer to strictly comply with the time frames and other requirements and responsibilities set forth in this resolution may result in a denial of subsequent requests to allow the event.

PROVIDED, HOWEVER, that no solicitation or transactions be made in violation of Sec. 14-32, 1998 Code of Ordinances of the City of Columbia, South Carolina.

BE IT FURTHER RESOLVED that in the event of inclement weather on Saturday, March 9, 2019, the City Manager is authorized to approve the rescheduling of the canceled event for another date within one (1) week from the date of the originally scheduled event upon receiving twenty-four (24) hours written notice requesting the rescheduling of the event. The hours of operation for the event, service of beer and wine only at the event and closing of streets for set up, clean up and crowd control of the event shall remain as outlined above.

BE IT FURTHER RESOLVED that should the organizer reschedule the event for another date beyond one (1) week from the date of the originally scheduled event, a request for a resolution of City Council approving the new date of the event shall be required.

Requested by:

Assistant City Manager Shealy

Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:



City Attorney

City Clerk

Introduced:

Final Reading:

DATE OF REQUEST 1/25/19

REQUESTOR'S NAME/CONTACT
INFORMATION (E-MAIL/
PHONE#/FAX#)Mario Guevara
mguevara@columbiamuseum.org
803-343-2212

EVENT NAME/PURPOSE (i.e., St. Patrick's/Charity Fund-raiser)

CMA Gala

DATE(S) OF EVENTS: 3/09/19

LOCATION OF EVENT

(i.e., Amphitheater area
of Finlay Park; 1300 and 1400 blocks
of Main Street between Lady Street
and Hampton Street)

Boyd Plaza

STREET(S) OR PARK AREA TO BE
CLOSED(i.e., 1300 and 1400 blocks of Main
Street between Lady Street and
Hampton Street; Amphitheater area of
Finlay Park; Boyd Plaza)

Boyd Plaza

HOURS FOR STREET(S) OR PARK AREA TO
BE CLOSED

(i.e., 5:00 p.m. - 12:00 a.m.)

ALLOW TIME FOR SET UP/CLEAN UP

5:00pm-11:00pm

HOURS OF EVENT

(i.e., 6:00 p.m. - 10:00 p.m.)*

7:00pm-10:00pm

HOURS OF SERVICE OF BEER/WINE BEVERAGES ONLY (NO LIQUOR**)

(Service should end one-half hour prior to end of event, i.e., event is 6-10 p.m., beer/wine service is 6-9:30 p.m.)*

7:00pm-9:30pm

Requests should be submitted by mail, e-mail or fax at least **NINETY (90) days in advance of the event** to allow for preparation and review of the Resolution and scheduling on Council's agenda. Requests may be sent by e-mail (slardis@columbiasc.net), fax (803-737-4250) or mailed to City Attorney's Office, ATTN: Shari Ardis, POB 667, Columbia, SC 29202. A draft Resolution will be prepared and forwarded for review to the event organizer, as well as to the City departments for coordination of City services and requirements (i.e., Police, Solid Waste, Parks and Recreation, etc.). Approval from the adjoining business/property owners must be obtained before your request will be submitted to City Council if streets are to be closed off during business hours. The event organizer is responsible for obtaining a permit or license if required by the South Carolina Department of Revenue.

***Outdoor possession and consumption of beer and wine beverages only, all outdoor musical performances and use of sound-amplifying devices shall end by 10:00 p.m. due to the proximity of the event to residential properties.**

****With the exception of the parks listed in Sec. 15-1 Prohibited acts in parks (8), POSSESSION OF LIQUOR IS STRICTLY PROHIBITED. VIP tents or VIP areas for possession and consumption of alcoholic beverages or alcoholic liquors within the event area are prohibited.**

NOTE: **This form should only be used for public events where beer and/or wine are to be sold and consumed on City property** (i.e., Five After Five, St. Patrick's Festival, Concerts in Finlay Park, etc.).

This form **should not** be used to request use of City property for **private** events (birthday, retirement, anniversary parties, etc.) nor for sidewalk sales or neighborhood block parties. Requests for private events at City parks should be made through the Parks and Recreation Department. Requests for sidewalk sales should be made to the City Manager. Requests for street closings for private neighborhood block parties should be made to the Police Department Special Events and Public Safety.

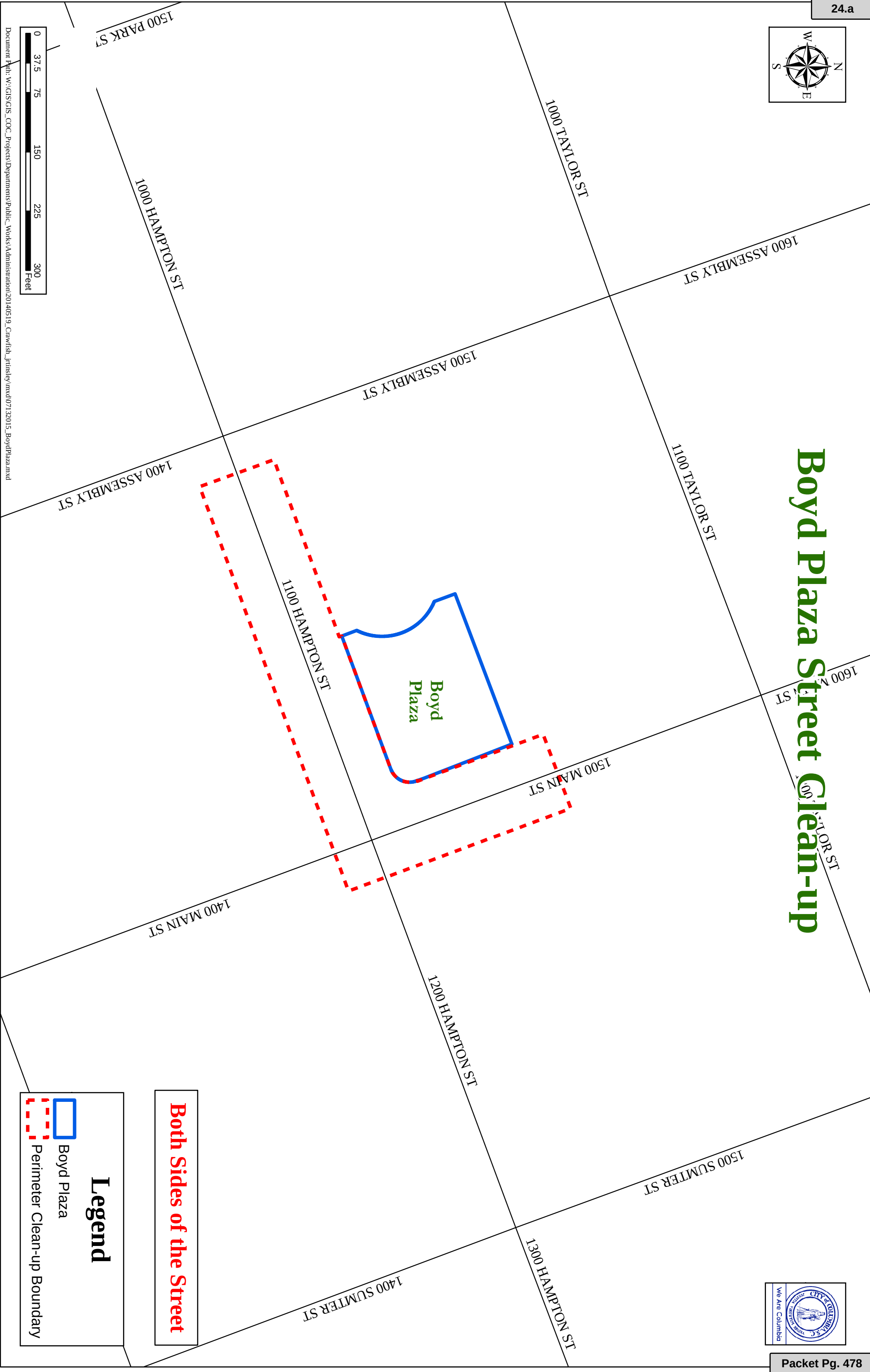
Fire Marshal George N. Adams, Jr., 545-3703; 413-8553; cfdgadams@columbiasc.net
Legal Department - Shari Ardis; 737-4242; slardis@columbiasc.net - resolution preparation
Police Department Special Events - Officer Robert Hall; 545-3535; rjhall@columbiasc.net parade permit, police
Parks and Recreation - Loretta Coleman; 545-3100; peosborne@columbiasc.net park reservations
Police Department Community Services - Brenda Murphy; 545-3507; bmmurphy@columbiasc.net street closing

Last revised: 11/01/2013

R-2019-008
19000235



Boyd Plaza Street Clean-up





We Are Columbia

MEETING DATE: February 19, 2019

DEPARTMENT: Legal Department

FROM: *Shari Ardis, Legal Office Manager*

SUBJECT: Resolution No.: R-2019-009 Authorizing consumption of beer and wine only within Boyd Plaza adjacent to the Columbia Museum of Art for Arts and Draughts on Fridays, March 22, 2019, June 21, 2019, August 23, 2019 and November 15, 2019

**FUNDING SOURCE AND
ORIGINAL BUDGET
AMOUNT:**

STRATEGIC GOALS: Collaborate and partner with entities, Connect the City's neighborhoods and business dist, Grow opportunities for entrepreneurship

ATTACHMENTS:

- **#a:** R-2019-009 CMA Arts and Draughts(PDF)

RESOLUTION NO.: R-2019-009

Authorizing consumption of beer and wine only within Boyd Plaza adjacent to the Columbia Museum of Art for Arts and Draughts on Fridays, March 22, 2019, June 21, 2019, August 23, 2019 and November 15, 2019

WHEREAS, the Columbia Museum of Art is sponsoring Arts and Draughts in Boyd Plaza adjacent to the Museum on Fridays, March 22, 2019, June 21, 2019, August 23, 2019 and November 15 from 7:00 p.m. until 10:00 p.m.; and,

WHEREAS, the Museum has requested permission for the temporary closing and use of the courtyard/plaza area adjacent to the Museum on Fridays, March 22, 2019, June 21, 2019, August 23, 2019 and November 15, 2019 from 5:00 p.m. until 11:00 p.m. for set up, clean up, and staging of the event to be held on Fridays, March 22, 2019, June 21, 2019, August 23, 2019 and November 15, 2019 from 7:00 p.m. until 10:00 p.m.; for patrons to consume beer and wine beverages only during the event hours on Fridays, March 22, 2019, June 21, 2019, August 23, 2019 and November 15, 2019 from 7:00 p.m. until 9:30 p.m.; and for crowd control and overflow; and,

WHEREAS, it has been determined that such an event would be in the public interest; NOW, THEREFORE,

BE IT RESOLVED by the Mayor and Council this ____ day of _____, 2019, that the sale of beer and wine beverages only within the Courtyard area adjacent to the Columbia Museum of Art is authorized between the hours of 7:00 p.m. and 9:30 p.m. on Fridays, March 22, 2019, June 21, 2019, August 23, 2019 and November 15, 2019; and,

BE IT FURTHER RESOLVED that all vendors be restricted to stationary location; and,

BE IT FURTHER RESOLVED that outdoor possession and consumption of beer and wine beverages, all outdoor musical performances and use of sound-amplifying devices shall end by 10:00 p.m. due to the proximity of the event to residential properties; and,

BE IT FURTHER RESOLVED that only pedestrian traffic will be allowed within the area. All other traffic, including, but not limited to, automobiles, trucks, motorcycles, mopeds, bicycles, skate boards, and horses, except police horses, is prohibited. All pets shall be prohibited. Coolers, glass bottles, breakable glasses and/or cups, large bags and backpacks shall be prohibited; and,

BE IT FURTHER RESOLVED that VIP tents or VIP areas within the event area are prohibited; and,

BE IT FURTHER RESOLVED that organizer is responsible or shall make arrangements for the cleanup of all trash and debris within the festival area and within the designated area of impact as shown on the attached drawing, and shall place same in the roll carts provided by the City. Any overflow of trash and debris shall be placed in garbage bags with the top securely closed and placed beside the City roll carts. The number of roll carts needed for the event shall be determined by organizer and the City Solid Waste Division prior to the event and placed throughout the event area to ensure that trash and debris are well contained. Roll carts and bagged trash and debris shall be returned to the collection point designated by the City in a timely manner. If the organizer has not opted to use City services to clean up the festival area and within the designated area of impact as shown on the attached drawing, any costs incurred by the City in removing loose trash and debris within the festival area and within the designated area of impact as shown on the attached drawing, which the organizer has failed to clean up, shall be billed to and paid by the organizer; and,

BE IT FURTHER RESOLVED that during the designated time the closed portion of the courtyard/plaza

area adjacent to the Museum, with the exception of the parking areas, adjacent off-street parking areas and other areas posted as to not allow alcoholic beverages, shall be declared to be a Public Park and provisions of Chapter 15, Parks and Recreation, Sec. 15-1, 15-2 and 15-3, Code of Ordinances of the City of Columbia, South Carolina are in effect. Pursuant to Chapter 14, Offenses and Miscellaneous Provisions, Article IV, Offenses Against the Public Peace and Order, Sec. 14-99, 1998 Code of Ordinances of the City of Columbia, South Carolina, the courtyard/plaza area adjacent to the Museum, with the exception of the parking areas, adjacent off-street parking areas and any other areas posted as to not allow alcoholic beverages, is deemed to be the site of a public festival at which beer and wine beverages only may be consumed and the prohibition against possession or consumption of alcoholic beverages set forth in Sec. 14-99 shall not apply. Possession and consumption of beer and wine beverages shall be permitted only in plastic cups, plastic or aluminum bottles or aluminum cans provided by vendors within the areas designated.

PROVIDED, FURTHER, that the event organizer shall provide the names and cell phone numbers of a least two contact persons who can receive complaints during the event, including any set up and breakdown times. The cell phones shall remain on at all times during the event and during any set up and breakdown time.

PROVIDED, FURTHER, that failure of the event organizer to strictly comply with the time frames and other requirements and responsibilities set forth in this resolution may result in a denial of subsequent requests to allow the event.

PROVIDED, HOWEVER, that no solicitation or transactions be made in violation of Sec. 14-32, 1998 Code of Ordinances of the City of Columbia, South Carolina.

BE IT FURTHER RESOLVED that in the event of inclement weather on Fridays, March 22, 2019, June 21, 2019, August 23, 2019 and November 15, 2019, the City Manager is authorized to approve the rescheduling of the canceled event for another date within one (1) week from the date of the originally scheduled event upon receiving twenty-four (24) hours written notice requesting the rescheduling of the event. The hours of operation for the event, service of beer and wine only at the event and closing of streets for set up, clean up and crowd control of the event shall remain as outlined above.

BE IT FURTHER RESOLVED that should the organizer reschedule the event for another date beyond one (1) week from the date of the originally scheduled event, a request for a resolution of City Council approving the new date of the event shall be required.

Requested by:

City Manager _____

Mayor

Approved by:

City Manager

Approved as to form:

City Attorney

ATTEST:

City Clerk

Introduced:

Final Reading:

DATE OF REQUEST	1/25/19	REQUESTOR'S NAME/CONTACT INFORMATION (E-MAIL/PHONE#/FAX#)	Mario Guevara mario@columbiamuseum.org 803-343-2212
EVENT NAME/PURPOSE (i.e., St. Patrick's/Charity Fund-raiser)	Arts and Draughts		
DATE(S) OF EVENTS:	3/22/19, 3/21/19, 8/23/19, 11/15/19 <i>per email 11/25/19 request</i>		
LOCATION OF EVENT (i.e., Amphitheater area of Finlay Park; 1300 and 1400 blocks of Main Street between Lady Street and Hampton Street)	Boyd Plaza		
STREET(S) OR PARK AREA TO BE CLOSED (i.e., 1300 and 1400 blocks of Main Street between Lady Street and Hampton Street; Amphitheater area of Finlay Park; Boyd Plaza)	Boyd Plaza		
HOURS FOR STREET(S) OR PARK AREA TO BE CLOSED (i.e., 5:00 p.m. - 12:00 a.m.) ALLOW TIME FOR SET UP/CLEAN UP	5:00pm-11:00pm		
HOURS OF EVENT (i.e., 6:00 p.m. - 10:00 p.m.)*	7:00pm-10:00pm		
HOURS OF SERVICE OF BEER/WINE BEVERAGES ONLY (NO LIQUOR**) (Service should end one-half hour prior to end of event, i.e., event is 6-10 p.m., beer/wine service is 6-9:30 p.m.)*	7:00pm-9:30pm		

Requests should be submitted by mail, e-mail or fax at least **NINETY (90) days in advance of the event** to allow for preparation and review of the Resolution and scheduling on Council's agenda. Requests may be sent by e-mail (slardis@columbiasc.net), fax (803-737-4250) or mailed to City Attorney's Office, ATTN: Shari Ardis, POB 667, Columbia, SC 29202. A draft Resolution will be prepared and forwarded for review to the event organizer, as well as to the City departments for coordination of City services and requirements (i.e., Police, Solid Waste, Parks and Recreation, etc.). Approval from the adjoining business/property owners must be obtained before your request will be submitted to City Council if streets are to be closed off during business hours. The event organizer is responsible for obtaining a permit or license if required by the South Carolina Department of Revenue.

***Outdoor possession and consumption of beer and wine beverages only, all outdoor musical performances and use of sound-amplifying devices shall end by 10:00 p.m. due to the proximity of the event to residential properties.**

****With the exception of the parks listed in Sec. 15-1 Prohibited acts in parks (8), POSSESSION OF LIQUOR IS STRICTLY PROHIBITED. VIP tents or VIP areas for possession and consumption of alcoholic beverages or alcoholic liquors within the event area are prohibited.**

NOTE: **This form should only be used for public events where beer and/or wine are to be sold and consumed on City property** (i.e., Five After Five, St. Patrick's Festival, Concerts in Finlay Park, etc.).

This form **should not** be used to request use of City property for **private** events (birthday, retirement, anniversary parties, etc.) nor for sidewalk sales or neighborhood block parties. Requests for private events at City parks should be made through the Parks and Recreation Department. Requests for sidewalk sales should be made to the City Manager. Requests for street closings for private neighborhood block parties should be made to the Police Department Special Events and Public Safety.

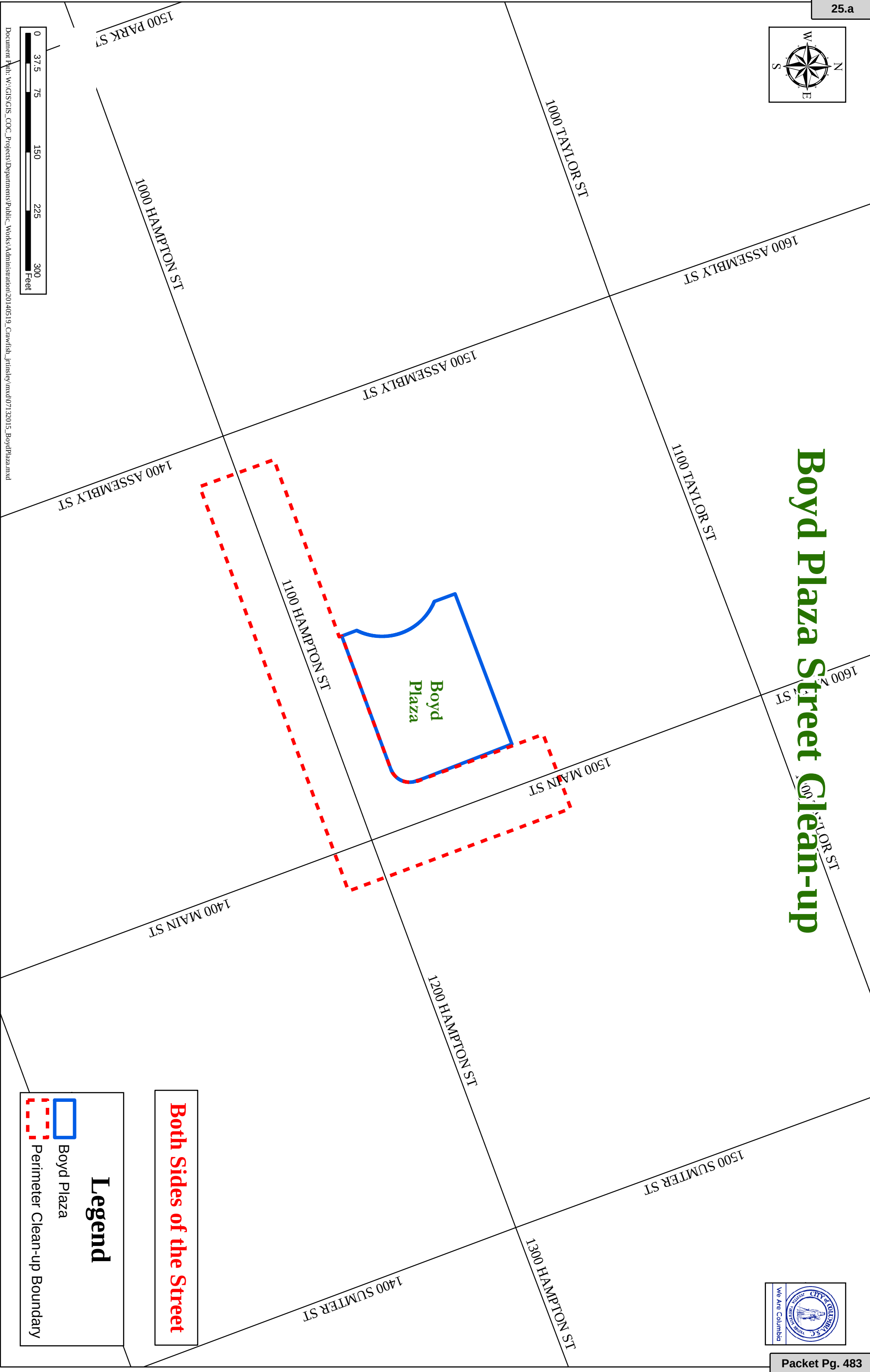
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Police Department Community Services - Brenda Murphy; 545-3507; bmmurphy@columbiasc.net street closing

Last revised: 11/01/2013

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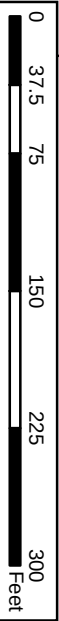
Boyd Plaza Street Clean-up



Both Sides of the Street

Legend

- Boyd Plaza
- Perimeter Clean-up Boundary





We Are Columbia

MEETING DATE: February 19, 2019

DEPARTMENT: Legal Department

FROM: *Shari Ardis, Legal Office Manager*

SUBJECT: Resolution No.: R-2019-010 Authorizing consumption of beer and wine only within Boyd Plaza adjacent to the Columbia Museum of Art for Hamptons on Hampton on Friday, May 31, 2019

FUNDING SOURCE AND ORIGINAL BUDGET AMOUNT:

STRATEGIC GOALS: Collaborate and partner with entities, Connect the City's neighborhoods and business dist, Grow opportunities for entrepreneurship

ATTACHMENTS:

- **#a:** R-2019-010 Hamptons on Hampton (May 31) (PDF)

RESOLUTION NO.: R-2019-010

Authorizing consumption of beer and wine only within Boyd Plaza adjacent to the Columbia Museum of Art for Hamptons on Hampton on Friday, May 31, 2019

WHEREAS, the Columbia Museum of Art is sponsoring Hamptons on Hampton in Boyd Plaza adjacent to the Museum on Friday, May 31, 2019 from 7:00 p.m. until 10:00 p.m.; and,

WHEREAS, the Museum has requested permission for the temporary closing and use of the courtyard/plaza area adjacent to the Museum on Friday, May 31, 2019 from 5:00 p.m. until 11:00 p.m. for set up, clean up, and staging of the event to be held on Friday, May 31, 2019 from 7:00 p.m. until 10:00 p.m.; for patrons to consume beer and wine beverages only during the event hours on Friday, May 31, 2019 from 7:00 p.m. until 9:30 p.m.; and for crowd control and overflow; and,

WHEREAS, it has been determined that such an event would be in the public interest; NOW, THEREFORE,

BE IT RESOLVED by the Mayor and Council this ____ day of _____, 2019, that the sale of beer and wine beverages only within the Courtyard area adjacent to the Columbia Museum of Art is authorized between the hours of 7:00 p.m. and 9:30 p.m. on Friday, May 31, 2019; and,

BE IT FURTHER RESOLVED that all vendors be restricted to stationary location; and,

BE IT FURTHER RESOLVED that outdoor possession and consumption of beer and wine beverages, all outdoor musical performances and use of sound-amplifying devices shall end by 10:00 p.m. due to the proximity of the event to residential properties; and,

BE IT FURTHER RESOLVED that only pedestrian traffic will be allowed within the area. All other traffic, including, but not limited to, automobiles, trucks, motorcycles, mopeds, bicycles, skate boards, and horses, except police horses, is prohibited. All pets shall be prohibited. Coolers, glass bottles, breakable glasses and/or cups, large bags and backpacks shall be prohibited; and,

BE IT FURTHER RESOLVED that VIP tents or VIP areas within the event area are prohibited; and,

BE IT FURTHER RESOLVED that organizer is responsible or shall make arrangements for the cleanup of all trash and debris within the festival area and within the designated area of impact as shown on the attached drawing, and shall place same in the roll carts provided by the City. Any overflow of trash and debris shall be placed in garbage bags with the top securely closed and placed beside the City roll carts. The number of roll carts needed for the event shall be determined by organizer and the City Solid Waste Division prior to the event and placed throughout the event area to ensure that trash and debris are well contained. Roll carts and bagged trash and debris shall be returned to the collection point designated by the City in a timely manner. If the organizer has not opted to use City services to clean up the festival area and within the designated area of impact as shown on the attached drawing, any costs incurred by the City in removing loose trash and debris within the festival area and within the designated area of impact as shown on the attached drawing, which the organizer has failed to clean up, shall be billed to and paid by the organizer; and,

BE IT FURTHER RESOLVED that during the designated time the closed portion of the courtyard/plaza area adjacent to the Museum, with the exception of the parking areas, adjacent off-street parking areas and other areas posted as to not allow alcoholic beverages, shall be declared to be a Public Park and provisions of Chapter 15, Parks and Recreation, Sec. 15-1, 15-2 and 15-3, Code of Ordinances of the City of Columbia, South Carolina are in effect. Pursuant to Chapter 14, Offenses and Miscellaneous Provisions, Article IV, Offenses Against the Public Peace and Order, Sec. 14-99, 1998 Code of Ordinances of the City of Columbia, South Carolina, the

courtyard/plaza area adjacent to the Museum, with the exception of the parking areas, adjacent off-street parking areas and any other areas posted as to not allow alcoholic beverages, is deemed to be the site of a public festival at which beer and wine beverages only may be consumed and the prohibition against possession or consumption of alcoholic beverages set forth in Sec. 14-99 shall not apply. Possession and consumption of beer and wine beverages shall be permitted only in plastic cups, plastic or aluminum bottles or aluminum cans provided by vendors within the areas designated.

PROVIDED, FURTHER, that the event organizer shall provide the names and cell phone numbers of a least two contact persons who can receive complaints during the event, including any set up and breakdown times. The cell phones shall remain on at all times during the event and during any set up and breakdown time.

PROVIDED, FURTHER, that failure of the event organizer to strictly comply with the time frames and other requirements and responsibilities set forth in this resolution may result in a denial of subsequent requests to allow the event.

PROVIDED, HOWEVER, that no solicitation or transactions be made in violation of Sec. 14-32, 1998 Code of Ordinances of the City of Columbia, South Carolina.

BE IT FURTHER RESOLVED that in the event of inclement weather on Friday, May 31, 2019, the City Manager is authorized to approve the rescheduling of the canceled event for another date within one (1) week from the date of the originally scheduled event upon receiving twenty-four (24) hours written notice requesting the rescheduling of the event. The hours of operation for the event, service of beer and wine only at the event and closing of streets for set up, clean up and crowd control of the event shall remain as outlined above.

BE IT FURTHER RESOLVED that should the organizer reschedule the event for another date beyond one (1) week from the date of the originally scheduled event, a request for a resolution of City Council approving the new date of the event shall be required.

Requested by:

Assistant City Manager Shealy

Mayor

Approved by:

City Manager

Approved as to form:



City Attorney

ATTEST:

City Clerk

Introduced:

Final Reading:

DATE OF REQUEST	1/25/19	REQUESTOR'S NAME/CONTACT INFORMATION (E-MAIL/PHONE#/FAX#)	Mario Guevara mario@columbiamuseum.org 803-343-2212
EVENT NAME/PURPOSE (i.e., St. Patrick's/Charity Fund-raiser)	Hamptons on Hampton		
DATE(S) OF EVENTS:	05/31/19		
LOCATION OF EVENT (i.e., Amphitheater area of Finlay Park; 1300 and 1400 blocks of Main Street between Lady Street and Hampton Street)	Boyd Plaza		
STREET(S) OR PARK AREA TO BE CLOSED (i.e., 1300 and 1400 blocks of Main Street between Lady Street and Hampton Street; Amphitheater area of Finlay Park; Boyd Plaza)	Boyd Plaza		
HOURS FOR STREET(S) OR PARK AREA TO BE CLOSED (i.e., 5:00 p.m. - 12:00 a.m.) ALLOW TIME FOR SET UP/CLEAN UP	5:00pm-11:00pm		
HOURS OF EVENT (i.e., 6:00 p.m. - 10:00 p.m.)*	7:00pm-10:00pm		
HOURS OF SERVICE OF BEER/WINE BEVERAGES ONLY (NO LIQUOR**) (Service should end one-half hour prior to end of event, i.e., event is 6-10 p.m., beer/wine service is 6-9:30 p.m.)*	7:00pm-9:30pm		

Requests should be submitted by mail, e-mail or fax at least **NINETY (90) days in advance of the event** to allow for preparation and review of the Resolution and scheduling on Council's agenda. Requests may be sent by e-mail (slardis@columbiasc.net), fax (803-737-4250) or mailed to City Attorney's Office, ATTN: Shari Ardis, POB 667, Columbia, SC 29202. A draft Resolution will be prepared and forwarded for review to the event organizer, as well as to the City departments for coordination of City services and requirements (i.e., Police, Solid Waste, Parks and Recreation, etc.). Approval from the adjoining business/property owners must be obtained before your request will be submitted to City Council if streets are to be closed off during business hours. The event organizer is responsible for obtaining a permit or license if required by the South Carolina Department of Revenue.

***Outdoor possession and consumption of beer and wine beverages only, all outdoor musical performances and use of sound-amplifying devices shall end by 10:00 p.m. due to the proximity of the event to residential properties.**

****With the exception of the parks listed in Sec. 15-1 Prohibited acts in parks (8), POSSESSION OF LIQUOR IS STRICTLY PROHIBITED. VIP tents or VIP areas for possession and consumption of alcoholic beverages or alcoholic liquors within the event area are prohibited.**

NOTE: **This form should only be used for public events where beer and/or wine are to be sold and consumed on City property** (i.e., Five After Five, St. Patrick's Festival, Concerts in Finlay Park, etc.).

This form **should not** be used to request use of City property for **private** events (birthday, retirement, anniversary parties, etc.) nor for sidewalk sales or neighborhood block parties. Requests for private events at City parks should be made through the Parks and Recreation Department. Requests for sidewalk sales should be made to the City Manager. Requests for street closings for private neighborhood block parties should be made to the Police Department Special Events and Public Safety.

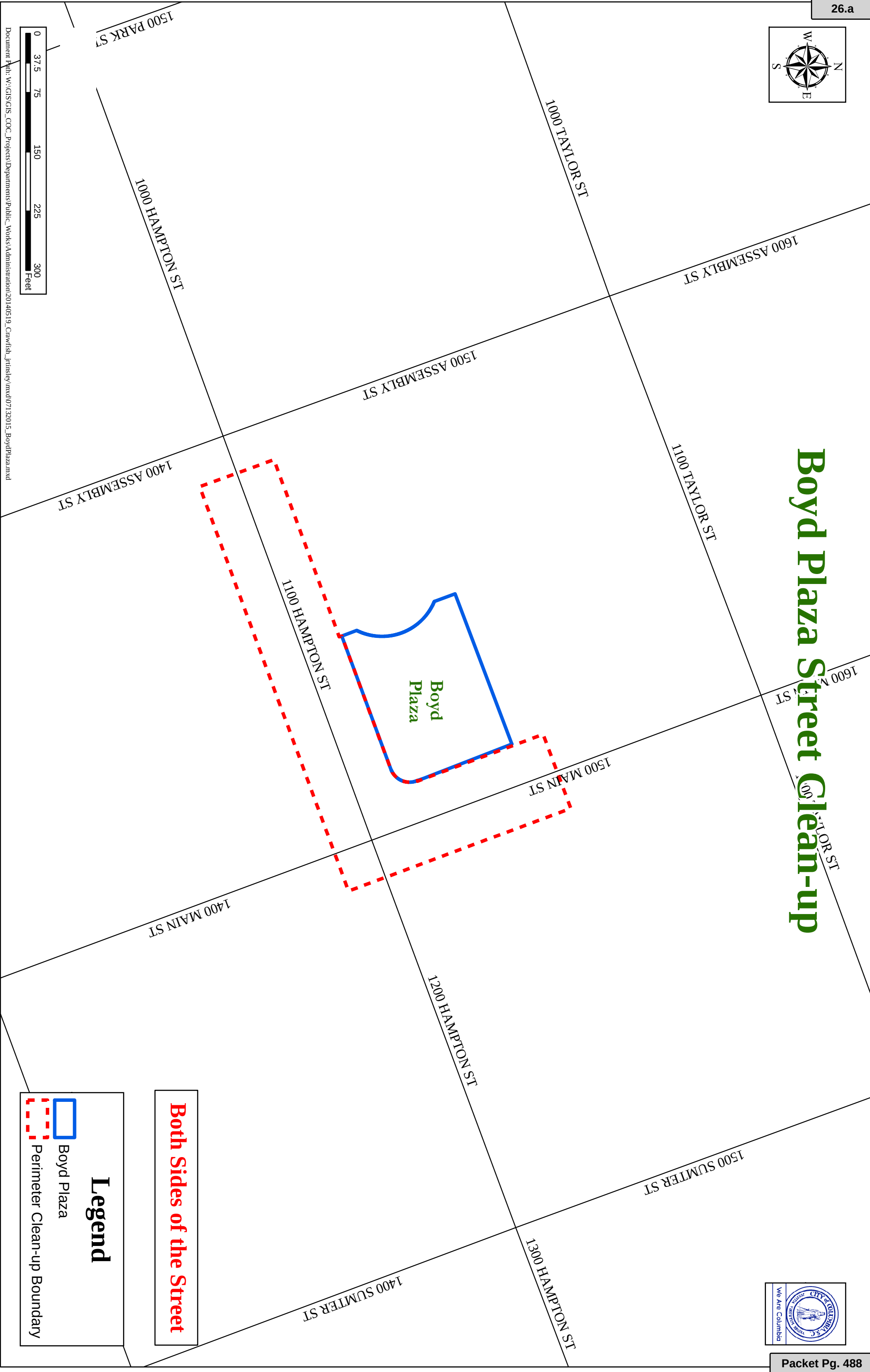
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 Police Department Community Services - Brenda Murphy; 545-3507; bmmurphy@columbiasc.net street closing

Last revised: 11/01/2013

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Boyd Plaza Street Clean-up



Boyd Plaza

Perimeter Clean-up Boundary

Legend

Both Sides of the Street



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We Are Columbia

MEETING DATE: February 19, 2019

DEPARTMENT: Legal Department

FROM: *Shari Ardis, Legal Office Manager*

SUBJECT: Resolution No.: R-2019-011 Authorizing consumption of beer and wine only at the NPHC Greek Explosion on Saturday, March 30, 2019 in the 1600 block of Blanding Street adjacent to the Robert Mills House and Hampton Preston Mansion

**FUNDING SOURCE AND
ORIGINAL BUDGET
AMOUNT:**

STRATEGIC GOALS: Collaborate and partner with entities, Grow opportunities for entrepreneurship

ATTACHMENTS:

- **#a:** R-2019-011 Greek Explosion (March 30) (PDF)

RESOLUTION NO.: R-2019-011

*Authorizing consumption of beer and wine only at the NPHC Greek Explosion
on Saturday, March 30, 2019 in the 1600 block of Blanding Street adjacent to the
Robert Mills House and Hampton Preston Mansion*

WHEREAS, Devine Nine Foundation of Columbia (SC), Inc. ("Sponsor") is sponsoring the NPHC Greek Explosion in the 1600 block of Blanding Street between Pickens Street and Henderson Street adjacent to the Robert Mills House and Hampton Preston Mansion from 12:00 p.m. until 8:00 p.m. on Saturday, March, 30, 2019; and,

WHEREAS, Sponsor has requested permission for the temporary closing and use of the 1600 block of Blanding Street between Pickens Street and Henderson Street adjacent to the Robert Mills House and Hampton Preston Mansion from 10:00 a.m. until 8:30 p.m. for set up, clean up, and staging of the event to be held on Saturday, March 30, 2019 from 12:00 p.m. until 8:00 p.m.; for patrons to consume beer and wine beverages only during the event hours of 12:00 p.m. until 7:30 p.m.; and for crowd control and overflow; and,

WHEREAS, it has been determined that such an event would be in the public interest; NOW, THEREFORE,

BE IT RESOLVED by the Mayor and Council this ____ day of _____, 2019, that the sale of beer and wine beverages only is authorized between the hours of 12:00 p.m. until 7:30 p.m. on Saturday, March 30, 2019; and,

BE IT FURTHER RESOLVED that all vendors be restricted to stationary location; and,

BE IT FURTHER RESOLVED that outdoor possession and consumption of beer and wine beverages only, all outdoor musical performances and use of sound-amplifying devices shall end by 10:00 p.m. due to the proximity of the event to residential properties; and,

BE IT FURTHER RESOLVED that possession and consumption of alcoholic liquors or alcoholic beverages other than beer and/or wine beverages within the event area is prohibited; and,

BE IT FURTHER RESOLVED that VIP tents or VIP areas for the possession and consumption of alcoholic liquors or alcoholic beverages, other than beer or wine beverages, within the event area are prohibited; and,

BE IT FURTHER RESOLVED that organizer is responsible or shall make arrangements for the clean up of all trash and debris within the festival area and shall place same in the roll carts provided by the City. Any overflow of trash and debris shall be placed in garbage bags with the top securely closed and placed beside the City roll carts. The number of roll carts needed for the event shall be determined by organizer and the City Solid Waste Division prior to the event and placed throughout the event area to ensure that trash and debris are well contained. Roll carts and bagged trash and debris shall be returned to the collection point designated by the City in a timely manner. If the organizer has not opted to use City services to clean up the festival area, any costs incurred by the City in removing loose trash and debris within the festival area, which the organizer has failed to clean up, shall be billed to and paid by the organizer; and,

BE IT FURTHER RESOLVED that only pedestrian traffic will be allowed within the area. All other traffic, including, but not limited to, automobiles, trucks, motorcycles, mopeds, bicycles, skate boards, and horses, except police horses, is prohibited. All pets shall be prohibited. Coolers, glass bottles, breakable glasses and/or cups, large bags and backpacks shall be prohibited; and,

BE IT FURTHER RESOLVED that during the designated time that the closed portion of the 1600 block of Blanding Street between Pickens Street and Henderson Street adjacent to the Robert Mills House and Hampton Preston Mansion, with the exception of the parking area and any other areas posted as to not allow alcoholic beverages, shall be declared to be a Public Park and provisions of Chapter 15, Parks and Recreation, Sec. 15-1, 15-2 and 15-3, Code of Ordinances of the City of Columbia, South Carolina are in effect. Pursuant to Chapter 14, Offenses and Miscellaneous Provisions, Article IV, Offenses Against the Public Peace and Order, Sec. 14-99, 1998 Code of Ordinances of the City of Columbia, South Carolina, the closed portion of the 1600 block of Blanding Street between Pickens Street and Henderson Street adjacent to the Robert Mills House and Hampton Preston Mansion, with the exception of the parking area and any other areas posted as to not allow alcoholic beverages, is deemed to be the site of a public festival at which beer and wine beverages only may be consumed and the prohibition against possession or consumption of alcoholic beverages set forth in Sec. 14-99 shall not apply. Possession and consumption of beer and wine beverages only shall be permitted only in plastic cups, plastic or aluminum bottles or aluminum cans provided by vendors within the areas designated.

PROVIDED, FURTHER, that the event organizer shall provide the names and cell phone numbers of a least two contact persons who can receive complaints during the event, including any set up and breakdown times. The cell phones shall remain on at all times during the event and during any set up and breakdown time.

PROVIDED, FURTHER, that failure of the event organizer to strictly comply with the timeframes and other requirements and responsibilities set forth in this resolution may result in a denial of subsequent requests to allow the event.

PROVIDED, HOWEVER, that no solicitation or transactions be made in violation of Sec. 14-32, 1998 Code of Ordinances of the City of Columbia, South Carolina.

BE IT FURTHER RESOLVED that in the event of inclement weather on Saturday, March 30, 2019, the City Manager is authorized to approve the rescheduling of the canceled event for another date within one (1) week from the date of the originally scheduled event upon receiving twenty-four (24) hours written notice requesting the rescheduling of the event. The hours of operation for the event, service of beer and wine only at the event and closing of streets for set up, clean up and crowd control of the event shall remain as outlined above.

BE IT FURTHER RESOLVED that should the organizer reschedule the event for another date beyond one (1) week from the date of the originally scheduled event, a request for a resolution of City Council approving the new date of the event shall be required.

Requested by:

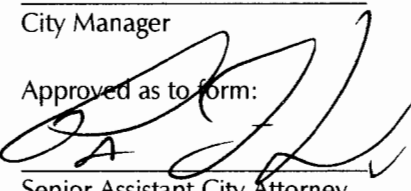
Assistant City Manager Shealy

Mayor

Approved by:

City Manager

Approved as to form:



Senior Assistant City Attorney

ATTEST:

City Clerk

Introduced:

Final Reading:

DATE OF REQUEST

11/24/2019

REQUESTOR'S NAME/CONTACT
INFORMATION (E-MAIL/
PHONE#/FAX#)Frank A. Bridenbush
Frankla99.ave@hotmail.com
(803) 873-1961

EVENT NAME/PURPOSE (i.e., St. Patrick's/Charity Fund-raiser)

Greek Explosion

DATE(S) OF EVENTS: (monthly can be on one request)

march 30, 2019

RAIN CONTINGENCY DATE:

(Rescheduling due to inclement weather is allowed once within one week from the date of the originally scheduled event upon 24-hours written notice to the City, without a new request. The time of event operation shall remain the same.)

N/A

LOCATION OF EVENT

(i.e., Amphitheater area
of Finlay Park; 1300 and 1400 blocks
of Main Street between Lady Street
and Hampton Street)

Robert Mills House and Gardens

STREET(S) OR PARK AREA TO BE
CLOSED(i.e., 1300 and 1400 blocks of Main
Street between Lady Street and
Hampton Street; Amphitheater area of
Finlay Park; Boyd Plaza)Blandings Street block in front of the
Robert Mills House.HOURS FOR STREET(S) OR PARK AREA TO
BE CLOSED

(i.e., 5:00 p.m. - 12:00 a.m.)

ALLOW TIME FOR SET UP/CLEAN UP

10 am - 8:30 pm

HOURS OF EVENT

(i.e., 5:00 p.m. - 10:00 p.m.)*

12 p.m. - 8 p.m.

HOURS OF SERVICE OF BEER/WINE BEVERAGES ONLY (NO LIQUOR**)

(Service should end one-half hour prior to end of event, i.e., event is 6-10 p.m., beer/wine service is 6-9:30 p.m.)*

12 pm - 7:30 p.m.

Requests should be submitted by mail, e-mail or fax at least NINETY (90) days in advance of the event to allow for preparation and review of the Resolution and scheduling on Council's agenda. Requests may be sent by e-mail (slardis@columbiasc.net), fax (803-737-4250) or mailed to City Attorney's Office, ATTN: Shari Ardle, POB 667, Columbia, SC 29202. A draft Resolution will be prepared and forwarded for review to the event organizer, as well as to the City departments for coordination of City services and requirements (i.e., Police, Solid Waste, Parks and Recreation, etc.). Approval from the adjoining business/property owners must be obtained before your request will be submitted to City Council if streets are to be closed off during business hours. The event organizer is responsible for obtaining a permit or license if required by the South Carolina Department of Revenue.

*Outdoor possession and consumption of beer and wine beverages only. all outdoor musical performances and use of sound-amplifying devices shall end by 10:00 p.m. due to the proximity of events to residential properties.

**With the exception of the parks listed in Sec. 15-1 Prohibited acts in parks (a), POSSESSION OF LIQUOR IS STRICTLY PROHIBITED, VIP tents or VIP areas for possession and consumption of alcoholic beverages or alcoholic liquors within the event area are prohibited.

NOTE: This form should only be used for public events where beer and/or wine are to be sold and consumed on City property (i.e., Five After Five, St. Patrick's Festival, Concerts in Finlay Park, etc.).

This form should not be used to request use of City property for private events (birthday, retirement, anniversary parties, etc.) nor for sidewalk sales or neighborhood block parties. Requests for private events at City parks should be made through the Parks and Recreation Department. Requests for sidewalk sales should be made to the City Manager. Requests for street closings for private neighborhood block parties should be made to the Police Department Special Events and Public Safety.

Fire Marshal George N. Adams, Jr., 803-545-3703; cfdgadams@columbiasc.net

Legal Department - Shari Ardle; 803-737-4242; slardis@columbiasc.net or fax 803-737-4250 - resolution preparation

Parking Services - Zach Pearce; (803) 545-0287; zpearce@columbiasc.net - meter bagging

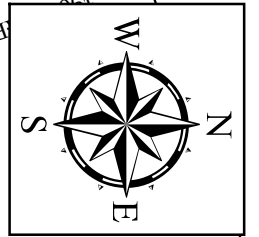
Police Department Special Events - Officer Robert Hall; 803-545-3835; rhall@columbiasc.net - parade permit, police

Parks and Recreation - Pearl Osborne; 803-545-3100; peosborne@columbiasc.net - park reservations

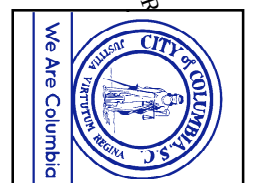
Police Department Community Services - Brenda Murphy; 803-545-3507; bmurphy@columbiasc.net - street closing

Last revised: 3/2018

2-2019-011
19002257



**1600 BLANDING ADJACENT TO THE ROBERT MILLS HOUSE
AND THE HAMPTON PRESTON MANSION**



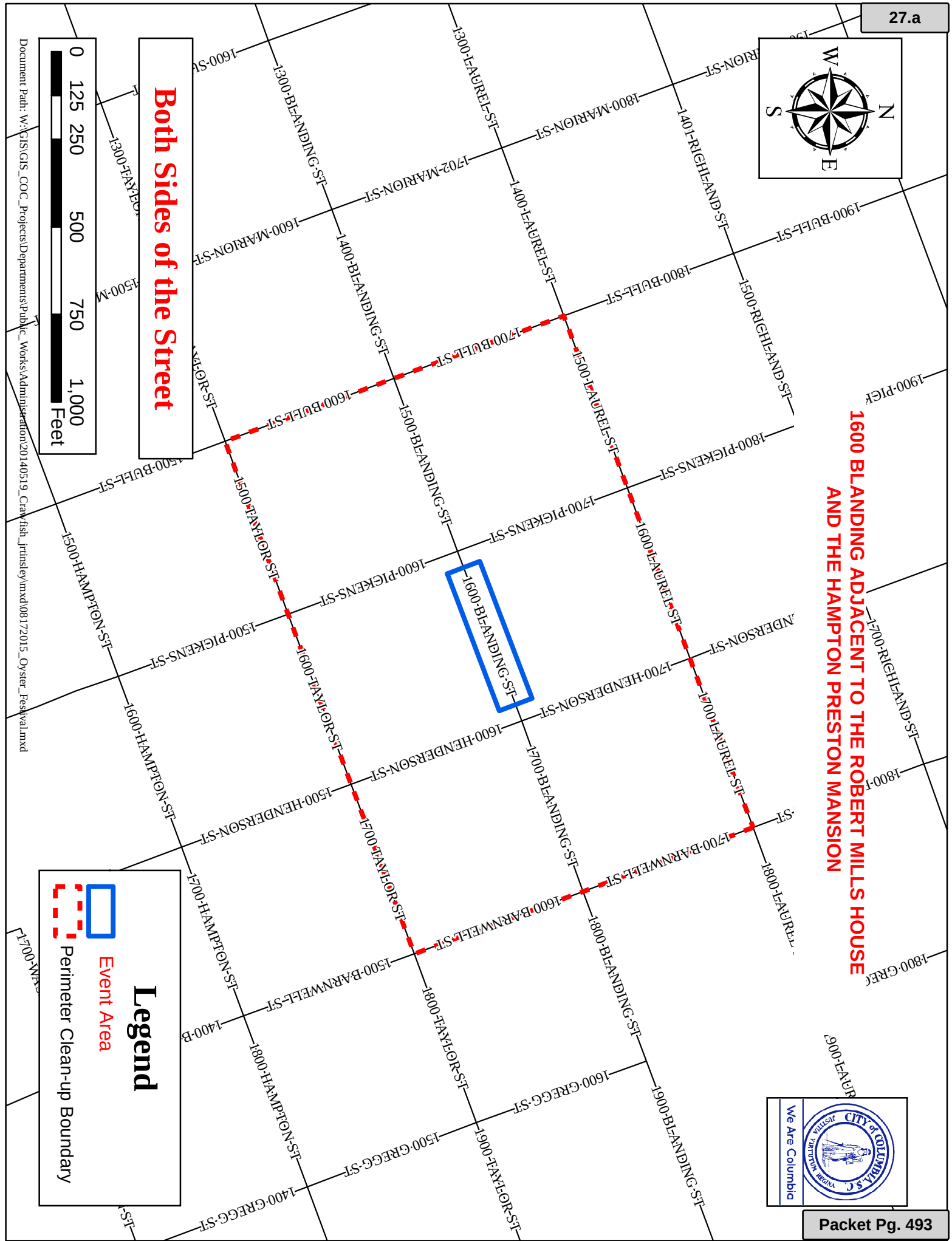
Both Sides of the Street



Document Path: W:\GIS\GIS_COC_Projects\Departments\Public_Works\Administration\20140519_Crawfish_jrtnsley.mxd\08172015_Oyster_Festival.mxd

Legend

-  Event Area
-  Perimeter Clean-up Boundary





We Are Columbia

MEETING DATE: February 19, 2019

DEPARTMENT: Legal Department

FROM: *Shari Ardis, Legal Office Manager*

SUBJECT: Resolution No.: R-2019-015 Authorizing consumption of beer and wine only within Boyd Plaza adjacent to the Columbia Museum of Art for the 13th Annual Indie Grits Film Festival on Saturday, March 30, 2019

**FUNDING SOURCE AND
ORIGINAL BUDGET
AMOUNT:**

STRATEGIC GOALS: Collaborate and partner with entities, Grow opportunities for entrepreneurship

ATTACHMENTS:

- **#a:** R-2019-015 Indie Grits Film Festival (March 30) (PDF)

RESOLUTION NO.: R-2019-015

Authorizing consumption of beer and wine only within Boyd Plaza adjacent to the Columbia Museum of Art for the 13th Annual Indie Grits Film Festival on Saturday, March 30, 2019

WHEREAS, the Indie Grits Film Festival ("Organizer") is sponsoring the 13th Annual Indie Grits Film Festival in Boyd Plaza adjacent to the Columbia Museum of Art on Saturday, March 30, 2019 from 4:00 p.m. until 9:30 p.m.; and,

WHEREAS, the Organizer has requested permission for the temporary closing and use of the courtyard/plaza area adjacent to the Museum from 3:00 p.m. until 10:30 p.m. on Saturday, March 30, 2019 for set up, clean up, and staging of the event to be held on Saturday, March 30, 2019 from 4:00 p.m. until 9:30 p.m.; and for patrons to consume beer and wine beverages only during the event hours on Saturday, March 30, 2019 from 4:00 p.m. until 9:00 p.m.; and for crowd control and overflow; and,

WHEREAS, it has been determined that such an event would be in the public interest; NOW, THEREFORE,

BE IT RESOLVED by the Mayor and Council this ____ day of _____, 2019, that the sale of beer and wine beverages only within the Courtyard area adjacent to the Columbia Museum of Art is authorized between the hours of 4:00 p.m. until 9:00 p.m. on Saturday, March 30, 2019; and,

BE IT FURTHER RESOLVED that all vendors be restricted to stationary location; and,

BE IT FURTHER RESOLVED that outdoor possession and consumption of beer and wine beverages, all outdoor musical performances and use of sound-amplifying devices shall end by 10:00 p.m. due to the proximity of the event to residential properties; and,

BE IT FURTHER RESOLVED that only pedestrian traffic will be allowed within the area. All other traffic, including, but not limited to, automobiles, trucks, motorcycles, mopeds, bicycles, skate boards, and horses, except police horses, is prohibited. All pets shall be prohibited. Coolers, glass bottles, breakable glasses and/or cups, large bags and backpacks shall be prohibited; and,

BE IT FURTHER RESOLVED that VIP tents or VIP areas within the event area are prohibited; and,

BE IT FURTHER RESOLVED that organizer is responsible or shall make arrangements for the cleanup of all trash and debris within the festival area and within the designated area of impact as shown on the attached drawing, and shall place same in the roll carts provided by the City. Any overflow of trash and debris shall be placed in garbage bags with the top securely closed and placed beside the City roll carts. The number of roll carts needed for the event shall be determined by organizer and the City Solid Waste Division prior to the event and placed throughout the event area to ensure that trash and debris are well contained. Roll carts and bagged trash and debris shall be returned to the collection point designated by the City in a timely manner. If the organizer has not opted to use City services to clean up the festival area and within the designated area of impact as shown on the attached drawing, any costs incurred by the City in removing loose trash and debris within the festival area and within the designated area of impact as shown on the attached drawing, which the organizer has failed to clean up, shall be billed to and paid by the organizer; and,

BE IT FURTHER RESOLVED that during the designated time the closed portion of the courtyard/plaza area adjacent to the Museum, with the exception of the parking areas, adjacent off-street parking areas and other areas posted as to not allow alcoholic beverages, shall be declared to be a Public Park and provisions of Chapter 15, Parks and Recreation, Sec. 15-1, 15-2 and 15-3, Code of Ordinances of the City of Columbia, South Carolina are in effect. Pursuant to Chapter 14, Offenses and Miscellaneous Provisions, Article IV, Offenses Against the

Public Peace and Order, Sec. 14-99, 1998 Code of Ordinances of the City of Columbia, South Carolina, the courtyard/plaza area adjacent to the Museum, with the exception of the parking areas, adjacent off-street parking areas and any other areas posted as to not allow alcoholic beverages, is deemed to be the site of a public festival at which beer and wine beverages only may be consumed and the prohibition against possession or consumption of alcoholic beverages set forth in Sec. 14-99 shall not apply. Possession and consumption of beer and wine beverages shall be permitted only in plastic cups, plastic or aluminum bottles or aluminum cans provided by vendors within the areas designated.

PROVIDED, FURTHER, that the event organizer shall provide the names and cell phone numbers of a least two contact persons who can receive complaints during the event, including any set up and breakdown times. The cell phones shall remain on at all times during the event and during any set up and breakdown time.

PROVIDED, FURTHER, that failure of the event organizer to strictly comply with the time frames and other requirements and responsibilities set forth in this resolution may result in a denial of subsequent requests to allow the event.

PROVIDED, HOWEVER, that no solicitation or transactions be made in violation of Sec. 14-32, 1998 Code of Ordinances of the City of Columbia, South Carolina.

BE IT FURTHER RESOLVED that in the event of inclement weather on Saturday, March 30, 2019, the City Manager is authorized to approve the rescheduling of the canceled event for another date within one (1) week from the date of the originally scheduled event upon receiving twenty-four (24) hours written notice requesting the rescheduling of the event. The hours of operation for the event, service of beer and wine only at the event and closing of streets for set up, clean up and crowd control of the event shall remain as outlined above.

BE IT FURTHER RESOLVED that should the organizer reschedule the event for another date beyond one (1) week from the date of the originally scheduled event, a request for a resolution of City Council approving the new date of the event shall be required.

Requested by:

City Manager _____

Mayor _____

Approved by:

City Manager _____

Approved as to form: _____

Senior Assistant City Attorney

ATTEST:

City Clerk _____

Introduced:

Final Reading:

DATE OF REQUEST	1/30/19	REQUESTOR'S NAME/CONTACT INFORMATION (E-MAIL/PHONE#/FAX#)	Indie Grits Film Festival Phillip Blair 803-767-8008
EVENT NAME/PURPOSE (i.e., St. Patrick's/Charity Fund-raiser)	13th Annual Indie Grits Film Festival		
DATE(S) OF EVENTS:	3/30/19		
RAIN CONTINGENCY DATE: (Rescheduling due to inclement weather is allowed once within one week from the date of the originally scheduled event upon 24-hours written notice to the City, without a new request. The time of event operation shall remain the same.)	N/A		
LOCATION OF EVENT (i.e., Amphitheater area of Finlay Park; 1300 and 1400 blocks of Main Street between Lady Street and Hampton Street)	Boyd Plaza & Columbia Museum of Art		
STREET(S) OR PARK AREA TO BE CLOSED (i.e., 1300 and 1400 blocks of Main Street between Lady Street and Hampton Street; Amphitheater area of Finlay Park; Boyd Plaza)	N/A		
HOURS FOR STREET(S) OR PARK AREA TO BE CLOSED (i.e., 5:00 p.m. - 12:00 a.m.) ALLOW TIME FOR SET UP/CLEAN UP	N/A 3-10:30		
HOURS OF EVENT (i.e., 6:00 p.m. - 10:00 p.m.)*	4:00pm-9:30pm		
HOURS OF SERVICE OF BEER/WINE BEVERAGES ONLY (NO LIQUOR**) (Service should end one-half hour prior to end of event, i.e., event is 6-10 p.m., beer/wine service is 6-9:30 p.m.)*	4:00pm-9:00pm		

Requests should be submitted by mail, e-mail or fax at least **NINETY (90) days in advance of the event** to allow for preparation and review of the Resolution and scheduling on Council's agenda. Requests may be sent by e-mail (slardis@columbiasc.net), fax (803-737-4250) or mailed to City Attorney's Office, ATTN: Shari Ardis, POB 667, Columbia, SC 29202. A draft Resolution will be prepared and forwarded for review to the event organizer, as well as to the City departments for coordination of City services and requirements (i.e., Police, Solid Waste, Parks and Recreation, etc.). Approval from the adjoining business/property owners must be obtained before your request will be submitted to City Council if streets are to be closed off during business hours. The event organizer is responsible for obtaining a permit or license if required by the South Carolina Department of Revenue.

***Outdoor possession and consumption of beer and wine beverages only, all outdoor musical performances and use of sound-amplifying devices shall end by 10:00 p.m. due to the proximity of events to residential properties.**

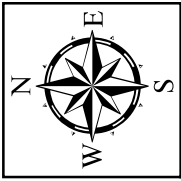
****With the exception of the parks listed in Sec. 15-1 Prohibited acts in parks (8), POSSESSION OF LIQUOR IS STRICTLY PROHIBITED. VIP tents or VIP areas for possession and consumption of alcoholic beverages or alcoholic liquors within the event area are prohibited.**

NOTE: **This form should only be used for public events where beer and/or wine are to be sold and consumed on City property** (i.e., Five After Five, St. Patrick's Festival, Concerts in Finlay Park, etc.).

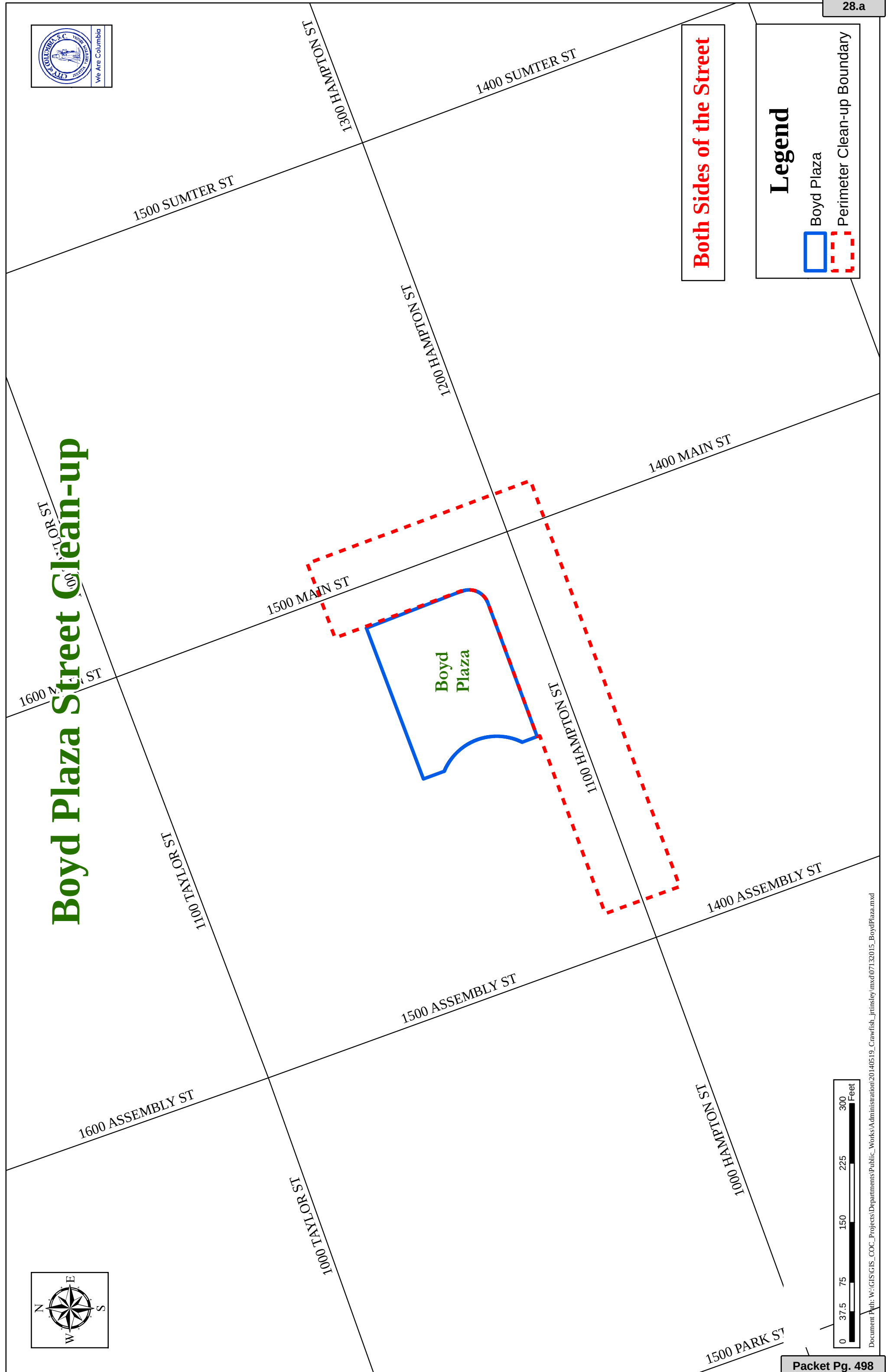
This form **should not** be used to request use of City property for **private** events (birthday, retirement, anniversary parties, etc.) nor for sidewalk sales or neighborhood block parties. Requests for private events at City parks should be made through the Parks and Recreation Department. Requests for sidewalk sales should be made to the City Manager. Requests for street closings for private neighborhood block parties should be made to the Police Department Special Events and Public Safety.

Fire Marshal George N. Adams, Jr., 803-545-3703; cfdgadams@columbiasc.net
Legal Department - Shari Ardis; 803-737-4242; slardis@columbiasc.net or fax 803-737-4250 - resolution preparation
Police Department Special Events - Officer Robert Hall; 803-545-3535; rjhall@columbiasc.net parade permit, police
Parks and Recreation - Pearl Osborne; 803-545-3100; peosborne@columbiasc.net park reservations
Police Department Community Services - Brenda Murphy; 803-545-3507; bmmurphy@columbiasc.net - street closing

Last revised: 1/2017



Boyd Plaza Street Clean-up

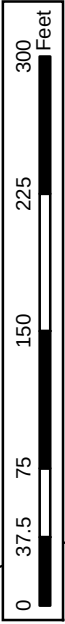


Both Sides of the Street

Legend

Boyd Plaza

Perimeter Clean-up Boundary





We Are Columbia

MEETING DATE: February 19, 2019

DEPARTMENT: Legal Department

FROM: *Shari Ardis, Legal Office Manager*

SUBJECT: Resolution No.: R-2019-012 Authorizing consumption of beer and wine only at Soda City Yard Sale Market on Saturday, April 27, 2019 with a rain contingency of Saturday, May 4, 2019

**FUNDING SOURCE AND
ORIGINAL BUDGET
AMOUNT:**

STRATEGIC GOALS: Connect the City's neighborhoods and business dist, Grow opportunities for entrepreneurship

ATTACHMENTS:

- **#a:** R-2019-012 Soda City Spring Yard Sale (April 27) (PDF)

RESOLUTION NO.: R-2019-012

*Authorizing consumption of beer and wine only at Soda City Yard Sale Market on
Saturday, April 27, 2019 with a rain contingency of Saturday, May 4, 2019*

WHEREAS, Emile DeFelice ("Sponsor") is sponsoring the Soda City Yard Sale Market to be held in the half block area of the 1200 block of Main Street north of the entrance into the garage located behind 1221 Main Street to allow for ingress and egress to the parking garage; the half block area of the 1200 block of Lady Street west of the entrance to the First Citizens Bank and Trust parking lot to allow for ingress and egress to the parking lot; the half block area of the 1100 block of Lady Street east of the entrance into the parking garage located behind 1227 Main Street to allow for ingress and egress into the parking garage; the 1300 block of Main Street between Lady Street and Washington Street; the half block area of the 1100 block of Washington Street east of the parking lot located behind 1401 Main Street and the Washington Street garage to allow for ingress and egress to the parking lot and garage; including the intersections of Lady Street and Main Street and Washington Street and Main Street; the 1400 block of Main Street including the intersection of Hampton Street and Main Street; the half block area of the eastern 1100 block of Hampton Street adjacent to Boyd Plaza to the entrance of the parking lot located behind 1441 Main Street to allow for ingress and egress to the parking lot; the half block area of the 1200 block of Hampton Street west of the entrance of the driveway to the Marriott; the 1500 block of Main Street between Hampton Street and Taylor Street, excluding Boyd Plaza; the 1600 block of Main Street between Taylor Street and Blanding Street, excluding the intersection of Taylor Street; from 9:00 a.m. until 1:30 p.m. on Saturday, April 27, 2019, with a rain contingency of Saturday, May 4, 2019; and,

WHEREAS, Sponsor has requested permission for the temporary closing and use of the half block area of the 1200 block of Main Street north of the entrance into the garage located behind 1221 Main Street to allow for ingress and egress to the parking garage;; the half block area of the 1200 block of Lady Street west of the entrance to the First Citizens Bank and Trust parking lot to allow for ingress and egress to the parking lot; the half block area of the 1100 block of Lady Street east of the entrance into the parking garage located behind 1227 Main Street to allow for ingress and egress into the parking garage; the 1300 block of Main Street between Lady Street and Washington Street; the half block area of the 1100 block of Washington Street east of the parking lot located behind 1401 Main Street and the Washington Street garage to allow for ingress and egress to the parking lot and garage; including the intersections of Lady Street and Main Street and Washington Street and Main Street; the 1400 block of Main Street including the intersection of Hampton Street and Main Street; the half block area of the eastern 1100 block of Hampton Street adjacent to Boyd Plaza to the entrance of the parking lot located behind 1441 Main Street to allow for ingress and egress to the parking lot; the half block area of the 1200 block of Hampton Street west of the entrance of the driveway to the Marriott; the 1500 block of Main Street between Hampton Street and Taylor Street, excluding Boyd Plaza; the 1600 block of Main Street between Taylor Street and Blanding Street, excluding the intersection of Taylor Street from 7:00 a.m. until 2:30 p.m. on Saturday, April 27, 2019 for set up, clean up, staging of the event and crowd control and overflow for the event to be held on Saturday, April 27, 2019 from 9:00 a.m. until 1:30 p.m. in the half block area of the 1200 block of Main Street north of the entrance into the garage located behind 1221 Main Street to allow for ingress and egress to the parking garage;; the half block area of the 1200 block of Lady Street west of the entrance to the First Citizens Bank and Trust parking lot to allow for ingress and egress to the parking lot; the half block area of the 1100 block of Lady Street east of the entrance into the parking garage located behind 1227 Main Street to allow for ingress and egress into the parking garage; the 1300 block of Main Street between Lady Street and Washington Street; the half block area of the 1100 block of Washington Street east of the parking lot located behind 1401 Main Street and the Washington Street garage to allow for ingress and egress to the parking lot and garage; including the intersections of Lady Street and Main Street and Washington Street and Main Street; the 1400 block of Main Street including the intersection of Hampton Street and Main Street; the half block area of the eastern 1100 block of Hampton Street adjacent to Boyd Plaza to the entrance

of the parking lot located behind 1441 Main Street to allow for ingress and egress to the parking lot; the half block area of the 1200 block of Hampton Street west of the entrance of the driveway to the Marriott; the 1500 block of Main Street between Hampton Street and Taylor Street, excluding Boyd Plaza; the 1600 block of Main Street between Taylor Street and Blanding Street, excluding the intersection of Taylor Street; and for patrons to consume beer and wine beverages only during the event hours of 9:00 a.m. until 1:00 p.m., on Saturday, April 27, 2019, with a rain contingency of Saturday, May 4, 2019; and,

WHEREAS, it has been determined that such an event would be in the public interest; NOW, THEREFORE,

BE IT RESOLVED by the Mayor and Council this ____ day of _____, 2019 that the sale of beer and wine beverages only is authorized between the hours of 9:00 a.m. and 1:00 p.m. on Saturday, April 27, 2019, with a rain contingency of Saturday, May 4, 2019; and,

BE IT FURTHER RESOLVED that all vendors be restricted to stationary location; and,

BE IT FURTHER RESOLVED that outdoor possession and consumption of beer and wine beverages, all outdoor musical performances and use of sound-amplifying devices shall end by 10:00 p.m. due to the proximity of the event to residential properties; and,

BE IT FURTHER RESOLVED that possession and consumption of alcoholic liquors or alcoholic beverages other than beer and/or wine beverages within the event area is prohibited; and,

BE IT FURTHER RESOLVED that VIP tents or VIP areas for the possession and consumption of alcoholic liquors or alcoholic beverages, other than beer or wine beverages, within the event area are prohibited; and,

BE IT FURTHER RESOLVED that organizer is responsible or shall make arrangements for the cleanup of all trash and debris within the festival area and within the designated area of impact as shown on the attached drawing, and shall place same in the roll carts provided by the City. Any overflow of trash and debris shall be placed in garbage bags with the top securely closed and placed beside the City roll carts. The number of roll carts needed for the event shall be determined by organizer and the City Solid Waste Division prior to the event and placed throughout the event area to ensure that trash and debris are well contained. Roll carts and bagged trash and debris shall be returned to the collection point designated by the City in a timely manner. If the organizer has not opted to use City services to clean up the festival area and within the designated area of impact as shown on the attached drawing, any costs incurred by the City in removing loose trash and debris within the festival area and within the designated area of impact as shown on the attached drawing, which the organizer has failed to clean up, shall be billed to and paid by the organizer; and,

BE IT FURTHER RESOLVED that only pedestrian traffic will be allowed within the area. All other traffic, including, but not limited to, automobiles, trucks, motorcycles, mopeds, bicycles, skate boards, and horses, except police horses, is prohibited. Canines and felines are allowed, provided that current leash laws are observed as are set out in the 1998 Code of Ordinances of the City of Columbia, as amended. Coolers, glass bottles, breakable glasses and/or cups, large bags and backpacks shall be prohibited; and,

BE IT FURTHER RESOLVED that during the designated time the closed portion of the the half block area of the 1200 block of Main Street north of the entrance into the garage located behind 1221 Main Street to allow for ingress and egress to the parking garage;; the half block area of the 1200 block of Lady Street west of the entrance to the First Citizens Bank and Trust parking lot to allow for ingress and egress to the parking lot; the half block area of the 1100 block of Lady Street east of the entrance into the parking garage located behind 1227 Main Street to allow for ingress and egress into the parking garage; the 1300 block of Main Street between Lady Street and Washington Street; the half block area of the 1100 block of Washington Street east of

the parking lot located behind 1401 Main Street and the Washington Street garage to allow for ingress and egress to the parking lot and garage; including the intersections of Lady Street and Main Street and Washington Street and Main Street; the 1400 block of Main Street including the intersection of Hampton Street and Main Street; the half block area of the eastern 1100 block of Hampton Street adjacent to Boyd Plaza to the entrance of the parking lot located behind 1441 Main Street to allow for ingress and egress to the parking lot; the half block area of the 1200 block of Hampton Street west of the entrance of the driveway to the Marriott; the 1500 block of Main Street between Hampton Street and Taylor Street, excluding Boyd Plaza; the 1600 block of Main Street between Taylor Street and Blanding Street, excluding the intersection of Taylor Street, and with the exception of the parking areas, adjacent off-street parking areas and other areas posted as to not allow alcoholic beverages, shall be declared to be a Public Park and provisions of Chapter 15, Parks and Recreation, Sec. 15-1, 15-2 and 15-3, Code of Ordinances of the City of Columbia, South Carolina are in effect. Pursuant to Chapter 14, Offenses and Miscellaneous Provisions, Article IV, Offenses Against the Public Peace and Order, Sec. 14-99, 1998 Code of Ordinances of the City of Columbia, South Carolina, the half block area of the 1200 block of Main Street north of the entrance into the garage located behind 1221 Main Street to allow for ingress and egress to the parking garage;; the half block area of the 1200 block of Lady Street west of the entrance to the First Citizens Bank and Trust parking lot to allow for ingress and egress to the parking lot; the half block area of the 1100 block of Lady Street east of the entrance into the parking garage located behind 1227 Main Street to allow for ingress and egress into the parking garage; the 1300 block of Main Street between Lady Street and Washington Street; the half block area of the 1100 block of Washington Street east of the parking lot located behind 1401 Main Street and the Washington Street garage to allow for ingress and egress to the parking lot and garage; including the intersections of Lady Street and Main Street and Washington Street and Main Street; the 1400 block of Main Street including the intersection of Hampton Street and Main Street; the half block area of the eastern 1100 block of Hampton Street adjacent to Boyd Plaza to the entrance of the parking lot located behind 1441 Main Street to allow for ingress and egress to the parking lot; the half block area of the 1200 block of Hampton Street west of the entrance of the driveway to the Marriott; the 1500 block of Main Street between Hampton Street and Taylor Street, excluding Boyd Plaza; the 1600 block of Main Street between Taylor Street and Blanding Street, excluding the intersection of Taylor Street, and with the exception of the parking areas, adjacent off-street parking areas and any other areas posted as to not allow alcoholic beverages, is deemed to be the site of a public festival at which beer and wine beverages may be consumed and the prohibition against possession or consumption of alcoholic beverages set forth in Sec. 14-99 shall not apply. Possession and consumption of beer and wine beverages shall be permitted only in plastic cups, plastic or aluminum bottles or aluminum cans provided by vendors within the areas designated.

PROVIDED, FURTHER, that the event organizer shall provide the names and cell phone numbers of a least two contact persons who can receive complaints during the event, including any set up and breakdown times. The cell phones shall remain on at all times during the event and during any set up and breakdown time.

PROVIDED, FURTHER, that failure of the event organizer to strictly comply with the time frames and other requirements and responsibilities set forth in this resolution may result in a denial of subsequent requests to allow the event.

April

PROVIDED, HOWEVER, that no solicitation or transactions be made in violation of Sec. 14-32, 1998 Code of Ordinances of the City of Columbia, South Carolina.

BE IT FURTHER RESOLVED that in the event of inclement weather on Saturday, April 27, 2019, that the portion of the half block area of the 1200 block of Main Street north of the entrance into the garage located behind 1221 Main Street to allow for ingress and egress to the parking garage;; the half block area of the 1200 block of Lady Street west of the entrance to the First Citizens Bank and Trust parking lot to allow for ingress and egress to the parking lot; the half block area of the 1100 block of Lady Street east of the entrance into the parking garage located behind 1227 Main Street to allow for ingress and egress into the parking garage; the 1300 block of Main Street between Lady Street and Washington Street; the half block area of the 1100 block

of Washington Street east of the parking lot located behind 1401 Main Street and the Washington Street garage to allow for ingress and egress to the parking lot and garage; including the intersections of Lady Street and Main Street and Washington Street and Main Street; the 1400 block of Main Street including the intersection of Hampton Street and Main Street; the half block area of the eastern 1100 block of Hampton Street adjacent to Boyd Plaza to the entrance of the parking lot located behind 1441 Main Street to allow for ingress and egress to the parking lot; the half block area of the 1200 block of Hampton Street west of the entrance of the driveway to the Marriott; the 1500 block of Main Street between Hampton Street and Taylor Street, excluding Boyd Plaza; the 1600 block of Main Street between Taylor Street and Blanding Street, excluding the intersection of Taylor Street, and with the exception of the parking areas, adjacent off-street parking areas and other areas posted as to not allow alcoholic beverages shall be closed on Saturday, May 4, 2019. The hours of operation for the event, service of beer and wine at the event and closing of streets for set up, clean up and crowd control of the event shall remain as outlined above.

BE IT FURTHER RESOLVED that should the organizer reschedule the event for another date beyond one (1) week from the date of the originally scheduled event, a request for a resolution of City Council approving the new date of the event shall be required.

Requested by:

Assistant City Manager Shealy

Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:



City Attorney

City Clerk

Introduced:

Final Reading:

DATE OF REQUEST 1/29/19

REQUESTOR'S NAME/CONTACT
INFORMATION (E-MAIL/
PHONE#/FAX#)Jordan Clark
803-521-2806
jordan@sodacitysc.com

EVENT NAME/PURPOSE (i.e., St. Patrick's/Charity Fund-raiser)

Soda City Spring Yard Sale

DATE(S) OF EVENTS: Saturday April 27 2019

RAIN CONTINGENCY DATE:

(Rescheduling due to inclement weather is allowed once within one week from the date of the originally scheduled event upon 24-hours written notice to the City, without a new request. The time of event operation shall remain the same.)

Saturday May 4 2019

LOCATION OF EVENT

(i.e., Amphitheater area
of Finlay Park; 1300 and 1400 blocks
of Main Street between Lady Street
and Hampton Street)North half of the 1200 block of Main St before the parking garage, 1300 - 1600 blocks of Main St, Intersection of Lady + Main
Intersection of Washington + Main, Intersection of Hampton + MainSTREET(S) OR PARK AREA TO BE
CLOSED(i.e., 1300 and 1400 blocks of Main
Street between Lady Street and
Hampton Street; Amphitheater area of
Finlay Park; Boyd Plaza)North half of the 1200 block of Main St before the parking garage, 1300 - 1600 blocks of Main St, Intersection of Lady +
Main, Intersection of Washington + Main, Intersection of Hampton + MainHOURS FOR STREET(S) OR PARK AREA TO
BE CLOSED

(i.e., 5:00 p.m. - 12:00 a.m.)

ALLOW TIME FOR SET UP/CLEAN UP

7am - 2pm

HOURS OF EVENT

(i.e., 6:00 p.m. - 10:00 p.m.)*

9am - 1:30pm

HOURS OF SERVICE OF BEER/WINE BEVERAGES ONLY (NO LIQUOR**)

(Service should end one-half hour prior to end of event, i.e., event is 6-10 p.m., beer/wine service is 6-9:30 p.m.)*

9am - 1pm

Requests should be submitted by mail, e-mail or fax at least ***NINETY (90) days in advance of the event*** to allow for preparation and review of the Resolution scheduling on Council's agenda. Requests may be sent by e-mail (slardis@columbiasc.net), fax (803-737-4250) or mailed to City Attorney's Office, A Shari Ardis, POB 667, Columbia, SC 29202. A draft Resolution will be prepared and forwarded for review to the event organizer, as well as to the departments for coordination of City services and requirements (i.e., Police, Solid Waste, Parks and Recreation, etc.). Approval from the adjoining business property owners must be obtained before your request will be submitted to City Council if streets are to be closed off during business hours. The event organizer is responsible for obtaining a permit or license if required by the South Carolina Department of Revenue.

***Outdoor possession and consumption of beer and wine beverages only. all outdoor musical performances and use of sound-amplifying devices end by 10:00 p.m. due to the proximity of events to residential properties.**

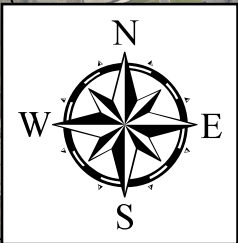
****With the exception of the parks listed in Sec. 15-1 Prohibited acts in parks (8), POSSESSION OF LIQUOR IS STRICTLY PROHIBITED. VIP tents or areas for possession and consumption of alcoholic beverages or alcoholic liquors within the event area are prohibited.**

NOTE: This form should only be used for public events where beer and/or wine are to be sold and consumed on City property (i.e., Five After Five Patrick's Festival, Concerts in Finlay Park, etc.).

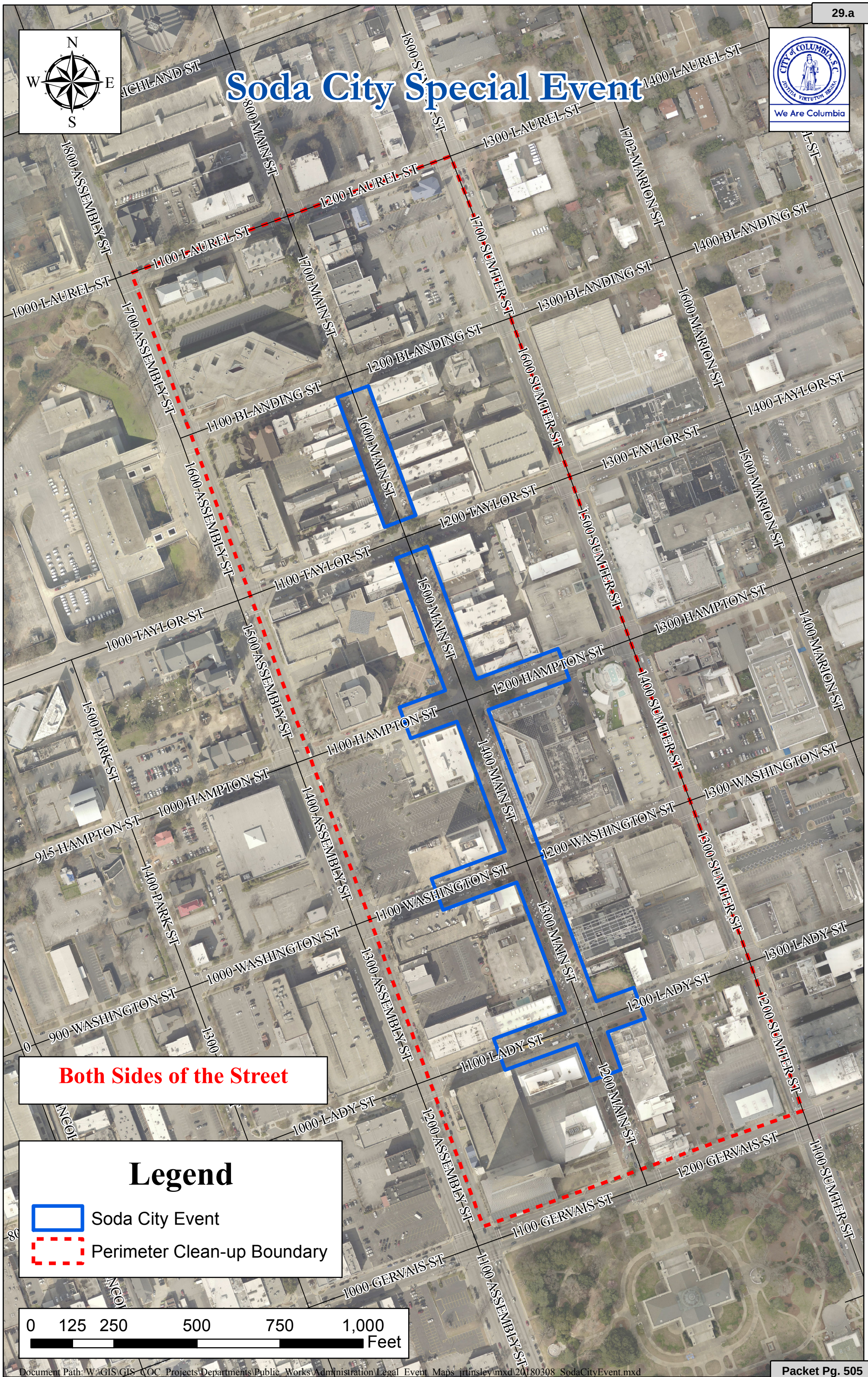
This form should not be used to request use of City property for private events (birthday, retirement, anniversary parties, etc.) nor for sidewalk sale neighborhood block parties. Requests for private events at City parks should be made through the Parks and Recreation Department. Requests for sidewalk sales should be made to the City Manager. Requests for street closings for private neighborhood block parties should be made to the Police Department Special Events and Public Safety.

Fire Marshal George N. Adams, Jr., 803-545-3703; cfdgadams@columbiasc.net
Legal Department - Shari Ardis; 803-737-4242; slardis@columbiasc.net or fax 803-737-4250 - resolution preparation
Police Department Special Events - Officer Robert Hall; 803-545-3535; rjhall@columbiasc.net parade permit, police
Parks and Recreation - Pearl Osborne; 803-545-3100; peosborne@columbiasc.net park reservations
Police Department Community Services - Brenda Murphy; 803-545-3507; brmmurphy@columbiasc.net - street closing

22019-012
19000270



Soda City Special Event

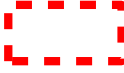


Both Sides of the Street

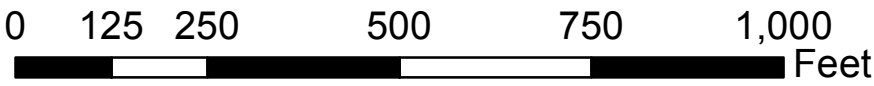
Legend



Soda City Event



Perimeter Clean-up Boundary





We Are Columbia

MEETING DATE: February 19, 2019

DEPARTMENT: Human Resources

FROM: Pam Benjamin,

SUBJECT: Recognition of Sergeant Jeffrey Brink as the 2018 Employee of the Year - Police Chief William "Skip" Holbrook, Columbia Police Department

FUNDING SOURCE AND ORIGINAL BUDGET AMOUNT:

ATTACHMENTS:

- **#a:** 2019_02_05_16_21_11 (PDF)



EMPLOYEE OF THE MONTH NOMINATION FORM

NAME OF NOMINATED EMPLOYEE: Jeffrey A. Brink

EMPLOYEE'S DEPARTMENT/DIVISION: Columbia Police Department –North Region

Employee's Title: Sergeant Date of Hire: August 25, 2008

Name of Nominator: Lt. Calby / Capt. White Date: May 29, 2018

Signatures of supervisor, division head, department head and if applicable, Assistant City Manager:

Name: *C. J. White* Title: Supervisor

Name: *[Signature]* Title: Division Head

Name: *[Signature]* Title: Department Head

Name: _____ Title: City Manager

Nominator should provide three other employees' names who may be contacted concerning the work of the nominated employee.

Name: Lieutenant Calby Division: North Region - CPD

Name: Sergeant Moody Division: North Region - CPD

Name: Sergeant Markevich Division: North Region - CPD

CRITERIA FOR BEING NOMINATED EMPLOYEE OF THE MONTH

- ❖ The nominated employee must have been employed by the City of Columbia for at least one (1) full year.
- ❖ The nominated employee must have low absenteeism and tardiness.
- ❖ The nominated employee must have maintained and projected a positive attitude and a willingness to get along well with co-workers and the public.
- ❖ The nominated employee must have shown a willingness to perform any assigned duties in the highest standards possible and enhanced the department's ability to better serve the citizens of the City of Columbia.
- ❖ The nominated employee must have maintained a professional appearance and manner.
- ❖ The nominated employee must have demonstrated an allegiance to the City and be a team player who supports others' efforts to achieve the goals of the City of Columbia.
- ❖ The nominated employee should have earned the respect of co-workers.
- ❖ Special considerations may be given to employees who participate in extracurricular activities that benefit the City of Columbia.

THE DETAILED NARRATIVE MUST CITE SPECIFIC EXAMPLES THAT DEMONSTRATE THE CRITERIA FOR NOMINATION OF THIS AWARD. NOMINATIONS RECEIVED THAT DO NOT MEET THE CRITERIA WILL NOT BE CONSIDERED.

COLUMBIA POLICE DEPARTMENT

*North Region*

May 29, 2018

On March 11, 2018, Columbia Police Officers were dispatched to an assault with a weapon at 3245 Lucius Road, Apartment H1. Upon arrival Sergeant Jeffrey Brink immediately encountered the victim Edward Johnson staggering backwards out of the apartment with multiple stab wounds to his body. Sergeant Brink drew his department issued sidearm while entering the apartment; placing himself between the suspect and the community outside of the apartment.

Sergeant Brink's actions ultimately led to the detention and subsequent arrest of Mr. Ray Brooks on charges of Attempted Murder. Sergeant Brink placed himself at risk of personal injury in order to protect those outside of the apartment from Brooks.

If it were not for the heroic actions of Sergeant J. Brink and additional officers responding officers, the actions of Ray Brooks would have undoubtedly resulted fatally for the victim Edward Johnson.

Sincerely,

C. S. White

*C. S. White, Captain
North Region*



THE COLUMBIA POLICE DEPARTMENT

CERTIFICATE OF COMMENDATION

MEDAL OF VALOR

On March 11, 2018 officers were dispatched to an assault with a weapon at 3245 Lucius Road Apt H1. Upon arrival Sgt Brink immediately encountered the victim Edward Johnson staggering backward out of the apartment with multiple stab wounds to his body. Sgt Brink drew his departmental sidearm while entering the apartment placing himself between the suspect and the community outside of the apartment. Sgt Brink's actions ultimately led to the detention and subsequent arrest of the suspect charged with attempted murder.

THIS CERTIFICATE IS AWARDED TO

SERGEANT JEFFERY BRINK

Wm H. Holbrook
WILLIAM H. HOLBROOK,
CHIEF OF POLICE

Melron Betty
MELRON BETTY
DEPUTY CHIEF OF POLICE

Dana Oree
DANA OREE,
MAJOR OF OPERATIONS



Chris S. White
CHRIS S. WHITE,
NORTH REGION CAPTAIN

Robert C. Calby
ROBERT C. CALBY,
NORTH REGION LIEUTENANT

GIVEN THIS DAY



We Are Columbia

MEETING DATE: February 19, 2019

DEPARTMENT: Human Resources

FROM: Pam Benjamin,

SUBJECT: Recognition of Ms. Victoria Riles as the February Employee of the Month - Mr. Robert Anderson, Public Works Director and Ms. Marli Drum, Animal Services Superintendent

**FUNDING SOURCE AND
ORIGINAL BUDGET
AMOUNT:**

ATTACHMENTS:

- **#a:** 2019_02_05_16_25_02 (PDF)



EMPLOYEE OF THE MONTH NOMINATION FORM

RECEIVED

JAN 24 2019

HR/EMPLOYMENT

NAME OF NOMINATED EMPLOYEE: Victoria Riles

EMPLOYEE'S DEPARTMENT/DIVISION: PW / Animal Services

Employee's Title: Animal Service Tech Lead Date of Hire: 2-6-2017

Name of Nominator: Marli Drum Date: 1-14-2019

Signatures of supervisor, division head, department head and if applicable, Assistant City Manager:

Name: Melissa Light Title: Supervisor

Name: Marli Drum Title: Division Head

Name: Robert Anderson Title: Department Head

Name: Teresa Wilson Title: City Manager

Nominator should provide three other employees' names who may be contacted concerning the work of the nominated employee.

Name: Melissa Light Division: Animal Services

Name: Sabine Helfrich Division: Animal Services

Name: Alan Wilson Division: Animal Services

CRITERIA FOR BEING NOMINATED EMPLOYEE OF THE YEAR

- ❖ The nominated employee must have been employed by the City of Columbia for at least one (1) full year.
- ❖ The nominated employee must have low absenteeism and tardiness.
- ❖ The nominated employee must have maintained and projected a positive attitude and a willingness to get along well with co-workers and the public.
- ❖ The nominated employee must have shown a willingness to perform any assigned duties in the highest standards possible and enhanced the department's ability to better serve the citizens of the City of Columbia.
- ❖ The nominated employee must have maintained a professional appearance and manner.
- ❖ The nominated employee must have demonstrated an allegiance to the City and be a team player who supports others' efforts to achieve the goals of the City of Columbia.
- ❖ The nominated employee should have earned the respect of co-workers.
- ❖ Special considerations may be given to employees who participate in extracurricular activities that benefit the City of Columbia.

THE DETAILED NARRATIVE MUST CITE SPECIFIC EXAMPLES THAT DEMONSTRATE THE CRITERIA FOR NOMINATION OF THIS AWARD. NOMINATIONS RECEIVED THAT DO NOT MEET THE CRITERIA WILL NOT BE CONSIDERED.



CITY OF COLUMBIA
PUBLIC WORKS DEPARTMENT
ANIMAL SERVICE DIVISION

INTEROFFICE MEMORANDUM

TO: ROBERT ANDERSON – DIRECTOR, PUBLIC WORKS
FROM: MARLI C. DRUM – SUPERINTENDENT, ANIMAL SERVICES
SUBJECT: EMPLOYEE OF THE MONTH - NOMINATION
DATE: 1/24/2019
CC:

Initial: ____ MCD ____

It is my honor to nominate Victoria Riles as Employee of the Month for Feb. 2019 for The City of Columbia. Victoria has been with Animal Services for just under two years, but in that time has made a significant impact on our Division and the City as a whole.

While still fairly new at our Division over a year ago, Victoria was tasked with building our fledgling Foster Program and other outreach efforts. Fostering is critical to any animal shelter program to save the number of lives needed to assist in becoming a No Kill Community. Neither she nor our Division knew for certain the amount of work it would take, the commitment involved and the sheer number of pets that would eventually cycle through this program. Since it started in mid 2017, over 800 kittens/cats & puppies/dogs have been helped and their lives even saved. 734 of those were helped in 2018 alone. This is no small effort for one individual.

Countless times a box of weeks old kittens would arrive at 4:50pm on a Friday afternoon. Or a mama dog and newborn puppies would come in. Sometimes multiple litters in a single day. All needing a foster home and needing it practically right away. Without that foster home in a matter of hours, many of those tiny babies might have been euthanized due to being unable to care for themselves.

Victoria works endlessly to find new foster parents reaching out via social media, encouraging family and friends to tell more family and friends and networking with anyone she could, to find more volunteers. Phone calls can be the norm late into the evening troubleshooting, reassuring new foster parents or just answering a question. To help them all she created a group net they could all reach out to each other if needed to share ideas and tips.

In addition to this outstanding Foster Program, Victoria has worked with many businesses around town for off-site adoption events, created flyers for fun in-shelter adoption events and spearheaded a meet and greet gathering at the shelter to educate potential new foster parents and collect much needed supplies to get ready for Spring when the next round of large scale fostering begins.

Without someone as dedicated as Victoria, this important, life-saving program, would not be nearly as successful. Her efforts have literally meant everything to hundreds of adorable kittens, puppies, cats and dogs. Animal Services and The City are fortunate to have such an employee.



We Are Columbia

MEETING DATE: February 19, 2019

DEPARTMENT: Office of the Mayor

FROM: *Stephen Benjamin, Mayor*

SUBJECT: Phi Theta Kappa Weekend Proclamation - The Honorable Mayor Stephen K. Benjamin

FUNDING SOURCE AND ORIGINAL BUDGET AMOUNT:

ATTACHMENTS:

- **#a:** proc - phi theta kappa weekend (PDF)



City of Columbia
A Proclamation of Phi Theta Kappa Weekend

WHEREAS, Phi Theta Kappa, an international Honor Society for community, junior and technical colleges, was established in 1918 and centers on four hallmarks: Scholarship, Leadership, Service and Fellowship; and

WHEREAS, there are more than 1,200 active chapters with over 100,000 members inducted annually in the United States and seven foreign countries, and there are 80 chapters in North and South Carolina; and

WHEREAS, the theme for this year's Carolinas Regional Convention is "Inspirations from the Past Motivating the Future;" and

WHEREAS, Chapters of the Carolinas Region have received recognition for excellence on both the regional and international levels and have received special recognition for their leadership and community service; and

WHEREAS, the City of Columbia is delighted to recognize Phi Theta Kappa for its service to the community and celebration of its weekend events.

NOW, THEREFORE, I, Stephen K. Benjamin, Mayor of the City of Columbia, South Carolina, along with my fellow members of Columbia City Council, do hereby proclaim March 1-3, 2019 to be

Phi Theta Kappa Weekend

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

Stephen K. Benjamin
Mayor

Sam Davis
District I, Council Member

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

Daniel Rickenmann
District IV, Council Member

Tameika Isaac Devine
At-Large, Council Member

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

Moe Baddourah
District III, Council Member



We Are Columbia

MEETING DATE: February 19, 2019

DEPARTMENT: City Clerk

FROM: *Erika Moore, City Clerk*

SUBJECT: Introduction of I Am Super Beauty - Ms. Tiffany "TiffanyJ" Wider, Owner & Creator of Super Beauty, Inc.

FUNDING SOURCE AND ORIGINAL BUDGET AMOUNT:

STRATEGIC GOALS: Grow opportunities for entrepreneurship

ATTACHMENTS:

- **#a:** I Am Super Beauty



We Are Columbia

MEETING DATE: February 19, 2019

DEPARTMENT: City Clerk

FROM: *Erika Moore, City Clerk*

SUBJECT: Save Our Kids - Mr. Lee Carroll

**FUNDING SOURCE AND
ORIGINAL BUDGET
AMOUNT:**

STRATEGIC GOALS: Collaborate and partner with entities



We Are Columbia

MEETING DATE: February 19, 2019

DEPARTMENT: Planning and Development Services

FROM: *Krista Hampton, Director*

SUBJECT: Bicycle Pedestrian Advisory Committee (BPAC) Report to Council - Mr. Scott Thorp and Mrs. Christina Galardi, Co-Chairs / BPAC

FUNDING SOURCE AND ORIGINAL BUDGET AMOUNT:

STRATEGIC GOALS: Collaborate and partner with entities, Connect the City's neighborhoods and business dist, Foster a healthy quality of life, Grow opportunities for entrepreneurship, Provide high quality municipal services

ATTACHMENTS:

- **#a:** 2019-02-19 City Council Presentation (PDF)

...

Update to City Council

Highlights for Late 2018

Canvassing Effort

- Road Diet Project on Calhoun Street and Hampton Street
- Safety benefits for people traveling by car, foot, and bicycle
- Importance of public outreach and engagement
- Business and residential
- Door tags and face-to-face conversations



Policy Advisement

- Worked with Planning and Development staff
- Draft Zoning Codes and Land Development Ordinances
- Feedback provided
- Recommendations adopted
- Improve bicycle/pedestrian standards



Upcoming in Early 2019

Committee Participation

- Four vacancies with more upcoming
- Applications accepted in January
- Encourage selection of diverse committee members



We Are Columbia

Community Outreach

- Neighborhood Guide
- Familiarize neighborhoods with BPAC
- Provide contacts
- Attend neighborhood meetings
- Bike Month
- Need for funding to supplement efforts
- Would help replace great work PCF did

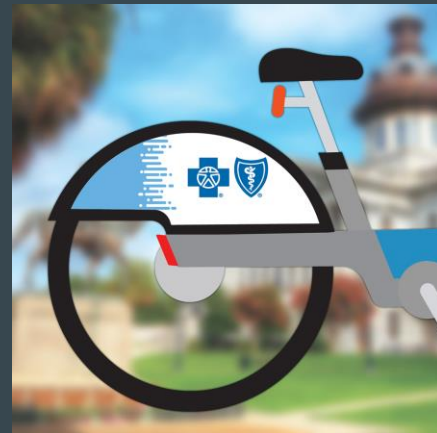


Policy Advisement

- Continued work with Planning and Development staff
- Advocacy for city Penny projects and Greenways
- Continued feedback
- Need for continuous funding stream for sidewalk repairs and bike route connectivity

Blue Bike SC Collaboration

- Blue Bike SC Outreach Coordinator
- Neighborhood presentations
- Group Ride
- Bike Month



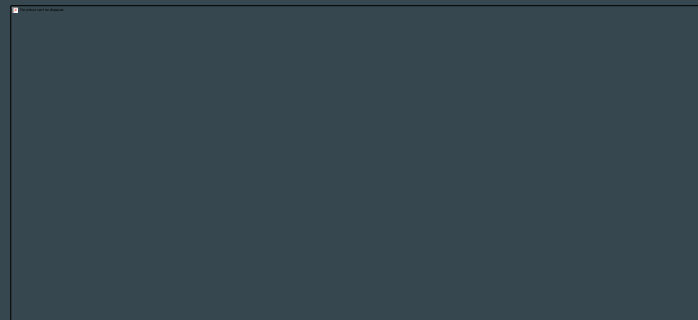
Bicycle Friendly Business

- Proximity to Blue Bike station
- Recognition
- One application in 2018
- Letter to businesses



Open Streets

- Expand to other neighborhoods
- Open space, active living, and community building
- Seeking sponsorship



Support Needed To Have a Greater Impact

- 1) Additional city resources for outreach and education: extend our reach into communities and get the word out about city's successes and future plans
- 2) Attention to pedestrian safety and sidewalks: dedicate to improving walking facilities, especially in underserved areas
- 3) Commitment to funding bike connectivity: help further the momentum with BlueBike and rising interest in biking with supportive infrastructure

Thank You



We Are Columbia

MEETING DATE: February 19, 2019

DEPARTMENT: City Clerk

FROM: *Erika Moore, City Clerk*

SUBJECT: Columbia Housing Authority

**FUNDING SOURCE AND
ORIGINAL BUDGET
AMOUNT:**



We Are Columbia

MEETING DATE: February 19, 2019

DEPARTMENT: Legal Department

FROM: *Shari Ardis, Legal Office Manager*

SUBJECT: Resolution No.: R-2019-006 Authorizing Condemnation for Easement Acquisition for Water Main Extension along Hard Scrabble Road along Property Identified as Richland County TMS#20500-03-14 and TMS#20500-03-15; CIP Project #WM3635; CF#250-351

FUNDING SOURCE AND ORIGINAL BUDGET AMOUNT:

STRATEGIC GOALS: Connect the City's neighborhoods and business dist, Foster a healthy quality of life, Provide high quality municipal services

ATTACHMENTS:

- **#a:** R-2019-006 condemn Hard Scrabble (Midfield Plantation & Venlo Properties) (PDF)

RESOLUTION NO.: R-2019-006

Authorizing Condemnation for Easement Acquisition for Water Main Extension along Hard Scrabble Road along Property Identified as Richland County TMS#20500-03-14 and TMS#20500-03-15; CIP Project #WM3635; CF#250-351

WHEREAS, the City's Department of Engineering has identified this capital improvements project as part of the water system improvements required to upgrade the existing water system in conjunction with the Hard Scrabble Road widening project and to extend water service to meet customer demands in northeast Columbia; and,

WHEREAS, City of Columbia's staff has made numerous attempts to negotiate for acquisition of the easement for this project, but have been unable to come to a negotiated resolution; NOW, THEREFORE,

BE IT RESOLVED by the Mayor and City Council this ____ day of _____, 2019, that it has been determined that for the public purpose of constructing the water main project and for the benefit of upgrading the water system, it is necessary to acquire easements on portions of the properties described below and shown on Exhibits "A" and "B" attached hereto and incorporated herein by reference. Based upon an appraisal, it has been determined that the total just compensation is No/100 (\$0.00) Dollars. The City Attorney is authorized to offer that amount to the Landowners in exchange for granting the referenced easements, if the Landowner does not accept within ten (10) days of the offer, the City Attorney is authorized to commence an action for acquisition of the easements by eminent domain.

Owners:	TMS# & Location:	Easement Description:	Appraised Value:
Midfield Plantation Properties, LLC and Venlo Properties, LLC	20500-03-14	(I) Permanent, Exclusive Easement, Variable Feet in Width (15.03' to 50' to 52.05') Exhibit "A"	\$0.00
	20500-03-15 Eastern Side of Hardscrabble Rd	(II) Permanent, Exclusive Easement, Fifteen (15) Feet in Width Exhibit "B"	\$0.00

Requested by:

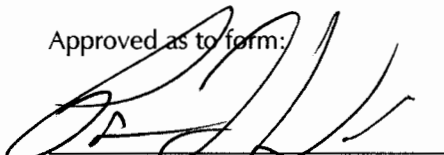
Assistant City Manager Shealy

Mayor

Approved by:

City Manager

Approved as to form:



Senior Assistant City Attorney

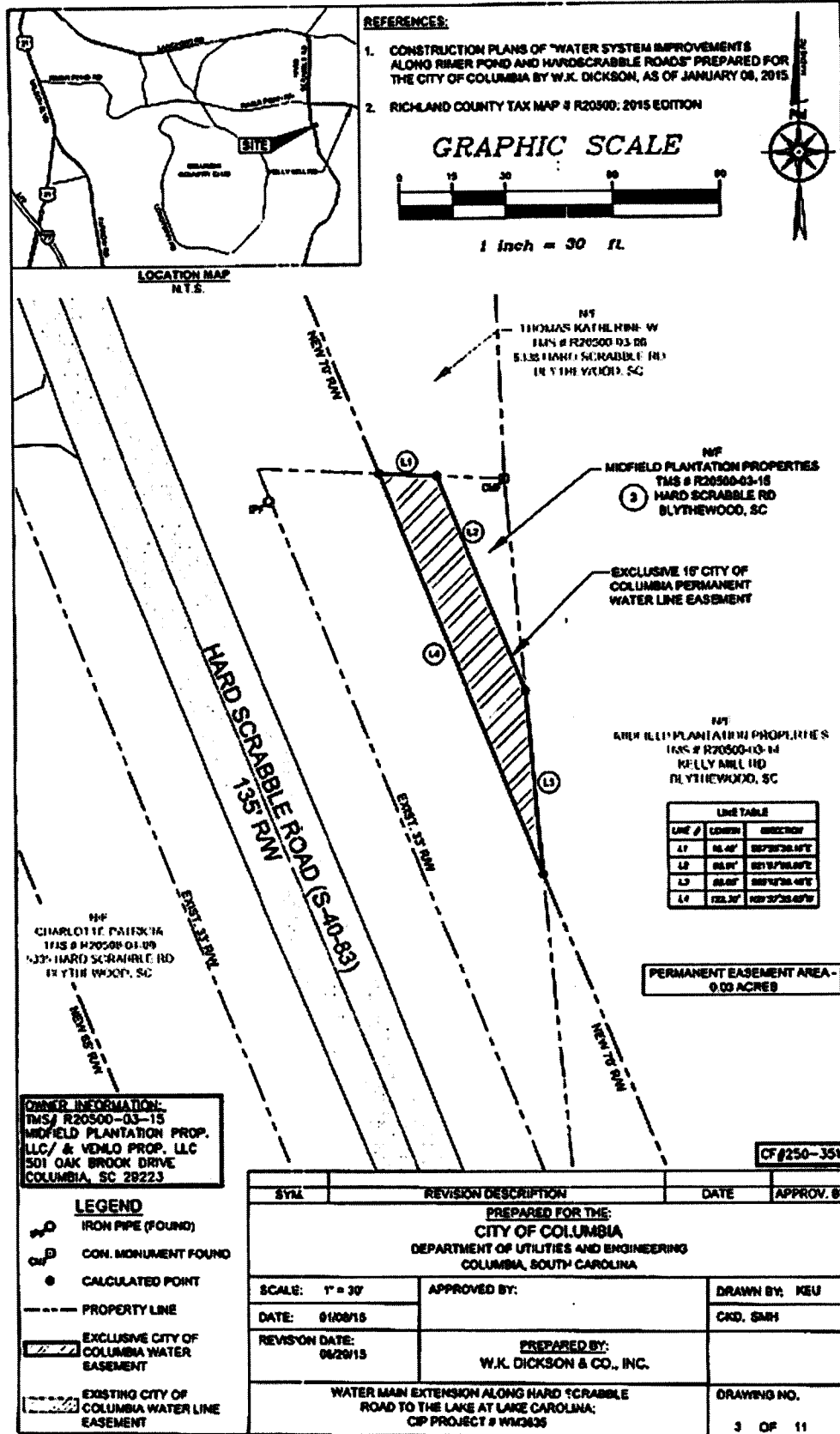
ATTEST:

City Clerk

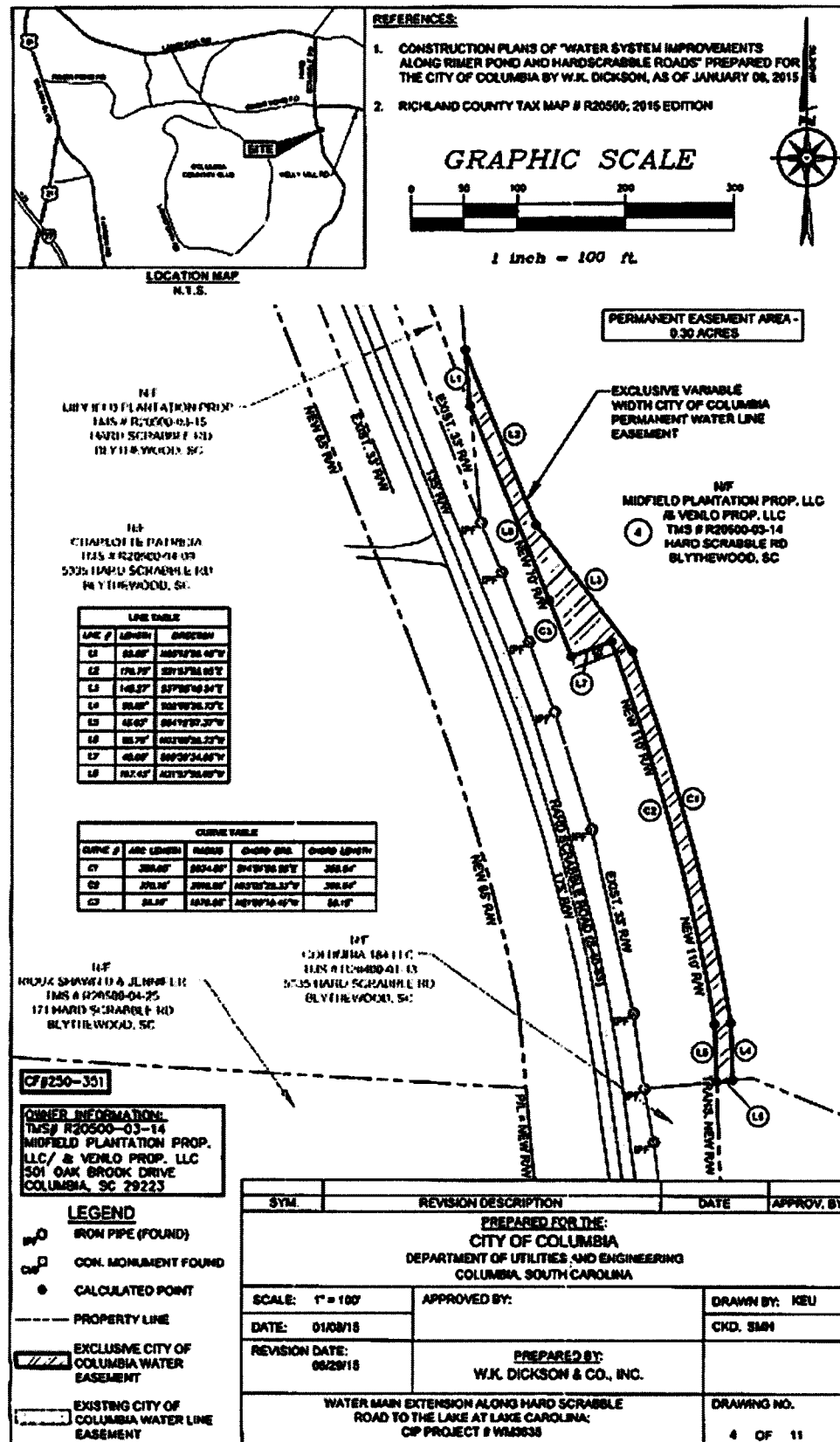
Introduced:

Final Reading:

RESOLUTION NO.: R-2019-006
EXHIBIT "A"



RESOLUTION NO.: R-2019-006
EXHIBIT "B"





We Are Columbia

MEETING DATE: February 19, 2019

DEPARTMENT: Legal Department

FROM: *Shari Ardis, Legal Office Manager*

SUBJECT: Resolution No.: R-2019-019 Urging the State of South Carolina Legislature to Support Passage of the Equal Rights Amendment

**FUNDING SOURCE AND
ORIGINAL BUDGET
AMOUNT:**

STRATEGIC GOALS: Foster a healthy quality of life, Grow opportunities for entrepreneurship

ATTACHMENTS:

- **#a:** R-2019-019 Support Passage of Equal Rights Amendment (PDF)

RESOLUTION NO.: R-2019-019*Urging the State of South Carolina Legislature to Support Passage of
the Equal Rights Amendment*

WHEREAS, the City of Columbia supports equal rights for all of its residents; and,

WHEREAS, key protection and equality laws can be misinterpreted with need for expensive and delayed adjudication, or repealed or reduced by a majority of the federal or state legislature; and,

WHEREAS, thirty-seven of the required thirty-eight state legislatures have ratified the Equal Rights Amendment to the United States Constitution that reads:

"Equality of rights under the law shall not be denied or abridged by the United States or by any State on account of sex"

WHEREAS, South Carolina has not ratified the Equal Rights Amendment; and,

WHEREAS, bills have been pre-filed in the South Carolina House of Representatives urging the South Carolina Legislature to pass the Equal Rights Amendment and additional bills may be filed in the first regular session of the 123rd South Carolina General Assembly, intended to bring and amendment ratification vote to the floors of the Senate and House of Representatives; NOW, THEREFORE,

BE IT RESOLVED this ____ day of _____, 2019 that the Mayor and City Council of the City of Columbia, South Carolina hereby encourages and supports the timely passage by the South Carolina Legislature of the Equal Rights Amendment to the United States Constitution making South Carolina the final state required to ratify the amendment.

Requested by:

Councilmember Devine

Mayor

Approved by:

City Manager

ATTEST:

Approved as to form:



City Attorney

City Clerk

Introduced:

Final Reading:



We Are Columbia

MEETING DATE: February 19, 2019

DEPARTMENT: City Management Office

FROM: *Teresa Wilson, City Manager*

SUBJECT: Greater Columbia Community Relations Council

**FUNDING SOURCE AND
ORIGINAL BUDGET
AMOUNT:**

ATTACHMENTS:

- **#b:** GCCRC Memo (DOCX)



We Are Columbia

TO: Ms. Teresa Wilson, City Manager

FROM: Ashley Jenkins

DATE: February 13, 2019

SUBJECT: Greater Columbia Community Relations Council

Purpose: The purpose of the council is to submit recommendations and opinions regarding community relation matters that affect the Greater Columbia Area. They seek individuals with a desire to help the community develop better relations and provide objective goals to help foster good relations in our community. They serve as mediators, trainers and advocates for people who need assistance in our community. This Council provides an abundance of services including Community Development Block Grant (CDBG) forums for the public, Fair Housing Education, as well as, programs aimed at helping develop strong interpersonal skills.

Composition: This committee is multi-jurisdictional with Richland County, Columbia Chamber of Commerce and the City each appointing ten (10) members for a total of 30 members. Appointees serve a three (3) year term with the possibility of one (1) re-appointment.

Request: Council is asked to appoint six (6) individuals for Appointment to fill vacancies. Appointees must reside within city limits.

District Representation:

District 1 – 3
 District 2 – 0
 District 3 – 1
 District 4 – 5
 Outside City Limits – 0

District Representation of Applicants:

District 1 – 2
 District 2 – 11
 District 3 – 14
 District 4 – 4
 Outside City Limits – 7

Applicants

Reginald C. Hair, Esq.
809 Irwin Park Dr. #201
Columbia, SC 29201
District 2

Attorney
Solomon Law Group
3501 N. Main Street
Columbia, SC 29203

Abigail R. Naas
718 Skyland Drive
Columbia, SC 29210
Outside of City Limits

VP of Marketing & Public
Relations
Columbia Fireflies
1640 Freed Street
Columbia, SC 29201
District 2

Dr. Kari- Claudia Allen
226 Hawkins Creek Road
Blythewood, SC 29016

Physician
Prisma Health- Richland
Memorial Hospital
3209 Colonial Drive
Columbia, SC 29203
District 2

Tammy Davis
1340 North Brickyard Rd.
#2233
Columbia, SC 29223

Bluebird Property
Management, LLC
2143 Bull Street
Columbia, SC 29201
District 3

Tressa A. Crowley
413 Harrow Dr.
Columbia, SC 29210
District 1

Member Benefits
Coordinator
South Carolina Dental
Association
120 Stonemark Lane
Columbia, SC 29210

Brie Logue
3406 Wheat St.
Columbia, SC 29205
District 3

Marketing &
Communications Manager
City of Columbia
1201 Main Street
Columbia, SC 29201

Renee Lally
400 Hidden Pines Rd.
Columbia, SC 29229
Outside of the City Limits

Owner
Midlands School of Cheer
and Dance
720 Old Clemson, Rd. #G
Columbia, SC 29229
Outside of City Limits

Eva Didy Cook
2050 North Beltline
Boulevard Apt. 303
Columbia, SC 29205
District 3

Paralegal
Riley Pope & Laney
2838 Devine Street
Columbia, SC 29205

Michelle Thompson
927 Spears Drive
Elgin, SC 29045
**Outside of City Limits
(Right outside District 4)**

Marketing/ Web host/
Executive Director
Pecan P.I.E. Marketing Firm
927 Spears Drive
Elgin, SC 29045

Stefan Lauren Renee
900 Gracern Rd. Apt. 230
Columbia, SC 29210
District 2

Academic Advisor-
International Business
University of South Carolina
1400 Greene St.
Columbia, SC 29208

Cherlyn Walden Borjes
2308 Raven Trail
West Columbia, SC 29169
Outside of City Limits

Attorney- City Prosecutor
City of Columbia
1401 Main Street
Columbia, SC 29201
District 3

Gurpreet Kaur Chadha
540 Caladium Way
Columbia, SC 29229
District 2

Optometrist
Department of Defense,
Moncrief Army Health Clinic
4500 Stuart Street
Columbia, SC 29207

Michael Hood

600 Greenlawn Dr. Apt. 1305
Columbia, SC 29209
District 3

CAMPUSSPEAK, Inc. (remote employee)
4613 University Drive #348
Coral Springs Florida 33067

Alisha Cooper

325 Taylor St. Apt. 1043
Columbia, SC 29201
District 3

Director of Business Development
Three Rivers Midlands
200 Ermine Road
West Columbia, SC 29170

Punam H. Patel

417 Canal Place Drive
Columbia, SC 29201
District 3

System Operations Manager
Palmetto Health
1301 Taylor Street
Columbia, SC 29201

Brent Brazell

125 Bakers Point Rd.
Columbia, SC 29223
Outside of City Limits
(Right outside district 4)

Insurance Agent/ Agency Owner
Brazell Insurance Group
2211 Alpine Road Ext.
Columbia, SC 29223

Lesley Terica Gadson

214 Eagle Pointe Dr.
Columbia, SC 29229
Outside of City Limits

Client Associate
Merrill Lynch Wealth Management
1301 Gervais St. Ste. 1500
Columbia, SC 29201
District 2

Christie Ferguson

247 S. Edisto Ave
Columbia, SC 29205
District 3

Managing HR Partner
Sierra Club
2101 Webster Street
Oakland, CA 94612

Pamela Kay Brown

4501 Bentley Drive Apt. 536
Columbia, SC 29210
District 4

Administrative Coordinator
State of South Carolina
1205 Pendleton Ste. 471
Columbia, SC 29201

Robert Jeff March

1825 St. Julian Place Unit 2C
Columbia, SC 29204
District 2

Owner/Stylist/ Non-Profit Leader
Jeffrey Salon
931- D Senate Street
Columbia, SC 29201

Blake A. Weiss

500 Gills Creek Parkway
Apt. 2015
Columbia, SC 29209
District 3

Neighborhood Relations Coordinator
University of South Carolina
1400 Greene Street
Columbia, SC 29201

Tonya Palmer

2722 Ashton St.
Columbia, SC 29204
District 3

Photographer
TMPalmer Photography
2722 Ashton St.
Columbia, SC 29204

Micky Tangri

609 E Springs Rd.
Columbia, SC 29223
Outside of City Limits

Partner
Horizon Real Estate
7201 Parklane Rd.
Columbia, SC 29223
Outside of City Limits

Zachary Brice Ohanesian

7 New Stock Ct.
Hopkins, SC 29061
Outside of City Limits

Student
University of South Carolina
School of Law
1525 Senate St.
Columbia, SC 29201
District 3

Stephen G. Kaminski

1324 Pulaski St. Unit A-308
Columbia, SC 29201
District 2

Fighter Pilot
SC Air National Guard
1325 S. Carolina Rd. Suite 6
Eastover, SC 29204

Jeffrey Alan Phillipy

772 Dial Creek Rd.
Elgin, SC 29045
Outside of City Limits
Retired

Lajoia Broughton

2305 Rembert St
Columbia, SC 29201
District 4

Director of External Communications
Retirement System
Investment Commission
1201 Main St. Ste 1501
Columbia, SC 29201

Tiffany Lumpkin

780 Fashion Drive Apt.2-101
Columbia, SC 29229
Outside of City Limits

SC Department of Social
Services
216 Orangeburg Road
Summerville, SC 29483

Derek Swindall

2925 Oceola Street
Columbia, SC 29205
District 3

Attorney
The Swindall Firm, LLC
1611 Devonshire Dr. STE 100
Columbia, SC 29204

Alexis Ann Pocaback

800 Killian Lakes Dr. Apt.9307
Columbia, SC 29203
Outside of City Limits

Family Pastor
Newhope Church
930 Longtown Rd.
Columbia, SC 29229

Charles Seamans

2519 Cypress St.
Columbia, SC 29205
District 3

Assistant Principal
Eau Claire High school
4800 Monticello Rd.
Columbia, SC 29203

Tyler Desmond Bailey

916 Chester St.
Columbia, SC 29201
District 4

Attorney

Bailey Law Firm
1803 Hampton St.
Columbia, SC 29201

Jason D. Craig

33 Kingsgate Dr.
Columbia, SC 29205
District 3

Non Profit- Executive
Director
Sustainable Midlands
709 Woodrow St #116
Columbia, SC 29205

Justin Workman

1019 Chevis Street
Columbia, SC 29205
District 4

Case Management
Supervisor
301 Greystone Blvd.
Columbia, SC 29210

Tiffany James

12 Arbor Vista Court
Columbia, SC 29229

Community Outreach
Coordinator
The COMET
3613 Lucius Rd.
Columbia, SC 29201
District 2

Katherine Glanton

4032 Vista Towers
Columbia, SC 29201
District 3

HR Manager
Georgia- Pacific600 GA-
Pacific Blvd.
Prosperity, SC 29127

Latarnya Whitmire

612 March Lane
Columbia, SC 29229
Outside of City Limits

Program Coordinator II,
Supervisor
State of SC Human Affairs
Commission
1026 Sumter St., Ste 101
District 3

Korenzo Anton**Nance-Bates**

60 Calibogue Court
Chapin, SC 29036

Chief Parole Examiner
SCDJJ- SC Board of
Juvenile Parole
1741 Shivers Road
Columbia, SC 29210
District 1

William Baker

1 Myrtle Court
Columbia, SC 29205
Outside of City Limits

Immigration Paralegal
Lawrence J. Needle, PA
339 Heyward St.
Columbia, SC 29201
District 2

CURRENT MEMBERS

	<u>APPOINTED</u>	<u>STARTS</u>	<u>ENDS</u>
Jennifer Powers (Reed) 708 Chester St. Columbia, SC 29201 District 1 (Current City Appointed Member)	05/06/2014	08/02/2011 07/01/2014	06/30/2014 06/30/2017
Keith McIver 609 Duke Avenue Columbia, SC 29203 District 1	05/06/2014	10/11/2011 07/01/2014	06/30/2014 06/30/2017
Michael Anthony Glymph 165 Forestview Circle Columbia, SC 29212 District 1	01/15/2013	01/16/2013	06/30/2016
Daniel Coble 4103 Devine St. J7 Columbia, SC 29205 District 3	05/06/2014	09/06/2011 07/01/2014	06/30/2014 06/30/2017
Beth Inman - RESIGNED 1020 Butler Street # 12 Columbia, SC 29205 District 3	09/17/2013	09/17/2013	06/30/2016
Jessica Lovelace 4601 Datura Road Columbia, SC 29205 District 4	09/17/2013	09/17/2013	06/30/2016
Jennifer Reed 36 Wildeoak Court Columbia, SC 29223 District 4	09/17/2013	09/17/2013	06/30/2016
Elliott Epps 37 Foot Point Road Columbia, SC 29209 District 4 (Current City Appointed Member)	05/06/2014	05/17/2011 07/01/2014	06/30/2014 06/30/2017

Ronald Alphonso Thompson
138 Gayle Pond Trace
Columbia, SC 29209
District 4

05/06/2014

08/02/2011
07/01/2014

06/30/2014
06/30/2017

Lou Nolan
811 Albion Rd.
Columbia, SC 29205
District 4

05/06/2014

09/06/2011

06/30/2014
06/30/2017



We Are Columbia

MEETING DATE: February 19, 2019

DEPARTMENT: City Management Office

FROM: *Teresa Wilson, City Manager*

SUBJECT: Bicycle Pedestrian Advisory Committee

**FUNDING SOURCE AND
ORIGINAL BUDGET
AMOUNT:**

ATTACHMENTS:

- **#a:** BPAC Memo (PDF)



We Are Columbia

TO: Ms. Teresa Wilson, City Manager

FROM: Ashley Jenkins, Office of the City Manager

DATE: February 6, 2019

SUBJECT: Bicycle Pedestrian Advisory Committee

Purpose: The purpose of the BPAC is to advise the City of Columbia Transportation Planning staff, City Council Members, the Mayor and community organizations and partners on bicycling and pedestrian issues facing the city and to work toward the development of a bicycle/pedestrian master plan; represent community and constituent interests in transportation planning decisions; and provide feedback to staff on projects relating to walking and bicycling. City of Columbia staff will consider recommendations from the BPAC along with input from other members of the public during decision making.

Composition: This committee is comprised of fifteen (15) members - three (3) appointed by the Mayor and two (2) appointed by each council member. Appointees serve a three (3) year term with the possibility of one (1) re-appointment.

Action: Council is asked to appoint five (5) appointees.

Current District Representation is:

District 1 – 2
 District 2 – 2
 District 3 – 4
 District 4 – 1
 Not in City Limits – 2

- District Representation of Applicants is:

District 1 – 1
 District 2 – 2
 District 3 – 7
 District 4 – 1
 Not in City Limits – 1

Applications on File

Charles Pippin

1401 Hampton St.
Columbia, SC 29201
District 2

Photographer
State of South Carolina
1100 Gervais St.
Columbia, SC 29201

Chase Keibler

1028 Pope St.
Columbia, SC 29201
District 4

Associate Attorney
Nexsen Pruet, LLC
1230 Main Street
Columbia, SC 29201

Ellen Y Woodoff

2517 Cypress St.
Columbia, SC 29205
District 3

Public Information Director
University of South Carolina
813 Assembly Street
Columbia, SC 29201

Rachel Thomason

801 Osage Avenue
West Columbia, SC 29169

Marketing Director
Dennis Corporation
1800 Huger Street
Columbia, SC 29201
District 2

Andrew Richard

753 Beltline Blvd.
Columbia, SC 29205
District 3
Appraiser
Richland County Assessor's
Office
2020 Hampton Street.

Colin Marc

1555 Glencrest Dr.
Columbia, SC 29204
Outside of City Limits

Global Sales Manager
Linus Bike
12655 W Washington Blvd.
Suite 202
Los Angeles, CA 90066\

Douglas Giovanetti

611 Graymont Ave
Columbia, SC 29205
District 3

Assistant Traffic Design
Engineer
SCDOT
955 Park Street
Columbia, SC 29201

Erin Curtis

1008 Confederate Ave
Columbia, SC 29201
District 1

Operations Director
Soda City
1332 Main Street, Suite 204
Columbia, SC 29201

Susan J. Forrest

11 Old Trace Court
Columbia, SC 29209
District 3

Public and Community
Specialist
BlueCross BlueShield of SC
1-20 @ Alpine Road, MC AX-
210

George Kokolis

833 Hampton Creek Way
Columbia, SC 29209
District 3

Health Economist
Department of Health and
Environmental Control
2100 Bull Street
Columbia, SC 29201

Joseph Alfred

3422 Abingdon Road,
Apt.A
Columbia, SC 29203
District 1

Accreditation Coordinator
SC DHEC
301 Gervais Street
Columbia, SC 29201

John Longfellow

1100 Bluff Rd. Unit P11
Columbia, SC 29201
District 3

Sales
Main Street, Inc.
920 19th St. N
Birmingham, AL 35203

John Corbett

2521 Monroe St.
Columbia, SC 29205
District 3

Owner
Eleventeen LLC- Sports
Marketing
2521 Monroe St. Columbia,
SC 29205

<u>CURRENT MEMBERS</u>	<u>DATE APPOINTED</u>	<u>START</u>	<u>EXPIRES</u>
<u>Scott Thorpe</u> 643 Byron Road Columbia, SC 29209 District 3 Clinical Operations Director DHEC Mayor	10/18/2016	10/19/2016	10/31/2019
<u>Bethany Bell</u> 528 Avondale Drive Columbia, SC 29203 District 1 Associate Professor University of South Carolina	02/16/2016	03/01/2016	03/30/2019
<u>Brian Faulkner</u> 4501 Bentley Drive Apt. 822 Columbia, SC 29210 District 2 Airport Planner WK Dickson & Co., Inc.	10/18/2016	10/19/2016	10/31/2019
<u>Jane Downey</u> 111 Edward Court Columbia, SC 29205 District 3 Attorney Moore Taylor Law Firm	01/19/2016 12/01/2015	02/01/2016 12/2015	02/28/2019 12/2018
<u>Debra Bloom</u> 1043 Elm Avenue Columbia, SC 29205 District 3 Family History Manager Richland County Public Library	12/01/2015	12/2015	12/2018

CURRENT MEMBERS	DATE APPOINTED	START	EXPIRES
<u>Ernest Grigg</u> 15 Governor's Hill Columbia, SC 29201 District 2 Public Relations Instructor USC School of Journalism	10/18/2016	10/19/2016	10/31/2019
<u>Christina Galardi</u> 605 Knollwood Drive Columbia, SC 29209 Outside City Limits At-Large (Devine)	10/18/2016	10/19/2016	10/31/2019
<u>Eugene (Gene) Bell</u> 3420 Lyles Street Columbia, SC 29201 (803) 233-6965 District 1 Architect Watson Tate Savory 1316 Washington Street Columbia, SC 29201 (803) 799-5181 gbell@watsontatesavory.com At-Large (Devine)	09/03/2013 10/18/2016	09/01/2013 10/19/2016	09/30/2016 10/31/2019
<u>Fritz Peter Hamer</u> 1319 Gladden Street Columbia, SC 29205 District 3 Historian S. Carolina Library At-Large (Duvall)	12/01/2015	12/2015 12/2017	12/2017 11/2020
<u>John Green</u> 1005 Enclave Way Columbia, SC 29223 District 4 Owner Cycle Center At-Large (Duvall)	02/16/2016	02/16/2016	03/30/2019

CURRENT MEMBERS**Scott Nuelken**

507 S Gregg Street
Columbia, SC 29205

Studio Manager
Brian Dressler Photography

DATE APPOINTED

11/21/2017

START

12/01/2017

EXPIRES

11/30/2020

Rip Sanders

6181 Eastshore Road
Columbia, SC 29206

Lawyer
Bernstein & Bernstein Law Firm
Outside of City Limits

11/21/2017

12/01/2017

11/30/2020

Chrys Zouras

3201 Gadsden Street
Columbia, SC 29201

President, Co-Owner/Operator
Midlands Motorworks

11/21/2017

12/01/2017

11/30/2020



We Are Columbia

MEETING DATE: February 19, 2019

DEPARTMENT: City Management Office

FROM: *Teresa Wilson, City Manager*

SUBJECT: Hospitality Tax Advisory Committee

**FUNDING SOURCE AND
ORIGINAL BUDGET
AMOUNT:**

ATTACHMENTS:

- **#a:** Hospitality Tax Advisory Committee Memo (DOC)



We Are Columbia

TO: Teresa Wilson, City Manager

FROM: Ashley Jenkins, Office of the City Manager

DATE: February 19, 2019

SUBJECT: Hospitality Tax Advisory Committee Appointments

Purpose: The Hospitality Tax Advisory Committee is tasked with reviewing applications for hospitality funding and making recommendations to Council for the disbursement of those funds.

Composition: The committee is composed of eleven (11) individuals serving two (2) year terms with eligibility for one (1) re-appointment. The committee consists of six (6) restaurateurs and five (5) at-large members.

Action: Council is asked to re-appoint/appoint five (5) At-Large representatives; and re-appoint/appoint six (6) Restaurateurs.

- Total applications received:

Restaurateur – 3
At-Large – 9

- Current District Representation is:

	Restaurateur	At-Large
District 1	1	1
District 2	1	2
District 3	2	1
District 4	1	2
Outside City Limits	0	1

- District Representation of Applicants is:

	Restaurateur	At-Large
District 1	0	3
District 2	1	2
District 3	1	2
District 4	1	4
Outside City Limits	0	0

CURRENT MEMBERS**Restaurateurs****Orlando Patterson**

1850 Atlantic Dr. # 114
Columbia, SC 29210
District 2

Owner
The Alchemist Lounge
District 3

APPOINTED**STARTS****ENDS**

05/20/2014

04/05/2016

05/20/2014

06/01/2016

05/30/2016

05/30/2018

Chris Bryan Davis *eligible for
reappointment*

1510 Wyndham Road
Columbia, SC 29205
District 4

Bar/Restaurant Owner
District 2

04/05/2016

05/01/2016

04/30/2018

Terry Davis-Term Expired

1520 Main Street # \$4C
Columbia, SC 29201
District 2

Owner
Thirsty Fellow
District 2

04/09/2013

03/17/2015

04/01/2013

05/01/2015

04/30/2015

05/30/2017

Jesse Franklin Bullard

147 Long Iron Ct.
West Columbia, SC 29172
Outside City Limits

Vice President
Southern Way Inc. (Catering)
District 3

04/09/2013

04/06/2016

04/01/2013

05/01/2016

04/30/2016

04/30/2018

James (Jimmy) Williams- Term
Expired

3912 Overcreek Road
Columbia, SC 29206
Outside City Limits

Restaurant Owner
Lizard's Thicket
District 1

04/09/2013

03/17/2015

04/01/2013

05/01/2015

04/30/2015

05/30/2017

	<u>APPOINTED</u>	<u>STARTS</u>	<u>ENDS</u>
Drew Hampton *eligible for reappointment 17 Retreat Lane Columbia, SC 29209 District 4 Restaurant Owner Grouchos/Eggs Up Grill	04/05/2016	05/01/2016	04/30/2018
At-Large Terrance Garrick – 2 terms served 2826 Ansel Street Columbia, SC 29204 District 2 Motivational Speaker	05/20/2014 04/05/2016	05/20/2014 06/01/2016	05/30/2016 05/30/2018
John Whitehead - Term Expired 2223 Gadsden St. Columbia, SC 29201 District 1 Columbia Music Festival Association	 04/09/2013 03/17/2015	03/25/2009 04/19/2011 04/19/2013 04/01/2015 04/01/2015	02/01/2011 04/19/2013 04/01/2015 04/30/2017
Rosie Craig – 2 Terms served 807 Gervais Street Columbia, SC 29201 District 2 Property Owner 807 Gervais Street District 2 *mid term replacement*	11/19/2013 04/05/2016	04/01/2013 05/01/2016	04/30/2016 04/30/2018
William Cantey III - Term Expired 821 Albion Road Columbia, SC 29205 District 4 President Cantey and Company, Inc. Property Management Outside City Limits	04/09/2013 03/17/2015	04/01/2013 05/01/2015	04/30/2015 05/30/2017

	<u>APPOINTED</u>	<u>STARTS</u>	<u>ENDS</u>
<u>Scott Smith</u> *eligible for reappointment 3726 Duncan Street Columbia, SC 29205 District 3 Assistant Professor University of South Carolina	04/05/2016	05/01/2016	04/30/2018

Applicants

Restaurateurs

Drew Hampton
17 Retreat Lane
Columbia, SC 29209
District 4

Owner
Groucho's Forest Drive
Egg's Up Grill
1717 Forest Drive
Columbia, SC 29206
Outside of City Limits

Chad Elsey
1317 Shirley St.
Columbia, SC 29205
District 3

Owner
Cantina 76/ Za's Brick Oven Pizza
1301 Main Street
Columbia, SC 29201

Chris Bryan Davis
1510 Wyndham Road
Columbia, SC 29205
District 4

Business Owner
Jake's Bar & Grill
2112 Devine St.
Columbia, SC 29205
District 2

At-Large
Tiffany S. James

12 Arbor Vista Court
Columbia, SC 29229

Outside of City Limits

Community Outreach Coordinator
The COMET
3613 Lucius Rd.
Columbia, SC 29201

District 1**Stephen Proctor Stokes, Jr.**

1016 Price Ave.
Columbia, SC 29201

District 4

Grant Coordinator
South Carolina Department of Education
1429 Senate Street
Columbia, SC 29201

Joshua Shelton

1113 Fairview Drive
Columbia, SC 29205

District 3

Finance- Financial Management Officer
U.S. Army
10,000 Hampton Parkway
Fort Jackson, SC 29207

Joseph Kendrick

321 Carpenter St.
West Columbia, SC 29169

District 2

Assistant Director
Columbia Music Festival Association (CMFA)
914 Pulaski St.
Columbia, SC 29201

Ashley Smith

831 Chester St.
Columbia, SC 29201

District 1

Sales
Adamas Pharma
1 Corporate Way
San Francisco, CA

John Whitehead

2223 Gadsden Street
Columbia, SC 29201

District 1

Executive Director
Columbia Music Festival Association

Matthew Bridges

2920 Stepp Drive
Columbia, SC 29204

District 3

Business Owner/Asst. Director Trademark
Licensing
USC
1600 Hampton Street
Columbia, SC 29208

Jon Shurett

1500 Brookview Road
Columbia, SC 29212

Outside City Limits

Network Engineer
University of South Carolina
701 Assembly St.
Columbia, SC 29108
District 2

Darrell Booker

6206 Merrill Road
Columbia, SC 29209

District 3

Economic Development
Senior Project Manager
Southern Carolina Alliance
1750 Jackson St.
Barnwell, SC 29812



We Are Columbia

MEETING DATE: February 19, 2019

DEPARTMENT: City Management Office

FROM: *Teresa Wilson, City Manager*

SUBJECT: Historic Columbia Foundation

**FUNDING SOURCE AND
ORIGINAL BUDGET
AMOUNT:**

ATTACHMENTS:

- **#b:** Historic Columbia Foundation Memo (PDF)



We Are Columbia

TO: Ms. Teresa Wilson, City Manager
FROM: Ashley Jenkins, Office of the City Manager
DATE: February 18, 2019
SUBJECT: Historic Columbia Foundation

Purpose: The foundation develops programs and activities to nurture, support, and protect the historical and cultural heritage of Columbia and its environs through programs of advocacy, education, community awareness, and preservation.

Composition: The city appoints two (2) individuals to serve on the foundation. Appointees serve a four (4) year term with the possibility of one (1) re-appointment.

Action: Council is asked to appoint one (1) individual.

District Representation:

District 1 – 0
District 2 – 0
District 3 – 1
District 4 – 1
Outside City Limits – 0

District Representation of Applicants:

There are three **(3)** applications for consideration.

District 1 – 0
District 2 – 1
District 3 – 3
District 4 – 0
Outside City Limits – 0



We Are Columbia

APPLICANTS

Macaulay Morrison

1308 Pulaski Street Unit B
Columbia, SC 29201

District 2

Attorney
Children's Laws Center- USC
1600 Hampton Center Street
Columbia, SC 29208

Meghan McCraw

608 S Ott Rd.
Columbia, SC 29205

District 3

National Accounts
Southeastern Freight Lines
420 Davega Rd.
Lexington, SC 29073

Kaela Harmon

427 Twin Eagle Dr.
Columbia, SC 29203

Director of Communications
South Carolina Council on
Competitiveness

1401 Gervais Street, Suite 450
Columbia, SC 29203

District 3

Mark Jones

2424 Terrace Way
Columbia, SC 29205

District 3

Attorney
Nelson Mullins Riley & Scarborough, LLP
1320 Main Street
Columbia, SC 29201



We Are Columbia

CURRENT MEMBERS

	<u>APPOINTED</u>	<u>STARTS</u>	<u>ENDS</u>
<u>Isabelle Mandell</u>	10/07/2014	10/07/2014	10/07/2015
920 Maple Street	09/01/15	10/01/2015	10/31/2018
Columbia, SC 29205			
District 3			
<u>Kimberly Jamieson</u>	09/15/2015	10/01/2015	10/31/2018
3406 Margrave Road			
Columbia, SC 29203			
District 4			