



COLUMBIA CITY COUNCIL MEETING AGENDA TUESDAY, MARCH 10, 2020

The Columbia City Council will conduct a Work Session at 2 p.m. and Meeting at 6 p.m. on Tuesday, March 10, 2020 in Council Chambers at City Hall, 1737 Main Street, 3rd Floor, Columbia, SC 29201.

The Honorable Mayor Stephen K. Benjamin

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

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

WORK SESSION - 2:00 P.M.

CALL TO ORDER

INVOCATION

CITY COUNCIL DISCUSSION

1. Coronavirus Task Force Update - The Honorable Mayor Stephen K. Benjamin

EXECUTIVE SESSION

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

*Coronavirus Update
Stormwater Fees for Large Commercial / Industrial Sites*

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

*Bull Street Parking
Gills Creek Streambank Restoration
715 Bluff Road
Convention Center
Finlay Park*



We Are Columbia

**COLUMBIA CITY COUNCIL MEETING AGENDA
TUESDAY, MARCH 10, 2020**

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4. 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)

*604 Huger, LLC
Washington & Assembly, LLC*

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

Chief Administrative Judge

COUNCIL MEETING - 6:00 P.M.

CALL TO ORDER

PLEDGE OF ALLEGIANCE

INVOCATION

ADOPTION OF THE AGENDA

RESOLUTION

6. Resolution No.: R-2020-030 Ratifying the Adoption of a new City Flag

APPROVAL OF MINUTES

7. Council is asked to approve the February 25, 2020 City Council Meeting Minutes.

CONSENT AGENDA ITEMS 8 THROUGH 38

8. Council is asked to approve TargetSolutions Software and User Fees, as requested by the Columbia Fire Department. Award to Municipal Emergency Services, as a Sole Source, in the amount of \$63,742.00. This vendor is located in Charlotte, NC

Funding Source; Fire Suppression - Software License (1012303-627510) and Fire Administration - County - Software License (2082301-627510), The original budgeted amount is \$63,742.00.



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9. Council is asked to approve Contract Amendment #7 for City Video Camera Surveillance Services, as requested by the Columbia Police Department. Award to Statewide Security Systems, Inc. in the amount of \$69,360.00 through 07/31/2020. This firm is located in Columbia, SC.

Funding Source: 1012402-636600. The original budget amount for this amendment is \$69,360.00. The revised total contract amount is \$1,093,720.00.

10. Council is asked to approve the renewal of Cityworks Software and License Support, as requested by the Information Technology Services Department. Award to Azteca Systems, LLC, in the amount of \$100,000.00 for the current term of 1/15/2020 through 1/14/2021. This vendor is located in Sandy, UT.

Funding Source: Public Works Admin - Maintenance & Service Contract (1011124-638200) \$6,990.00; Forestry Horticulture - Maintenance and Service Contract (1011217-638200) \$7,500.00; Streets & Side Walks - Maintenance and Service Contract (1013201-638200) \$2,000.00; Traffic Operations - Maintenance and Service Contract (1013204-638200) \$3,000.00; Street Storm Drain - Maintenance and Service Contract (5534203-638200) \$1,500.00; Street - Water & Sewer Repair - Maintenance and Service Contracts (5513202-638200) \$2,000.00; Customer Service - Special Contracts (5511407-638300) \$3,000.00; Meter Reading - Maintenance and Service Contract (5516202-638200) \$15,000.00; Utilities Wastewater Maintenance -Software License (5516205-627510) \$49,010.00; Solid Waste Street Sweeping - Maintenance and Service Contract (5534408-638200) \$10,000.00. The original budget amount is \$100,000.00.

11. Council is asked to approve a contract for the Emergency Operations Center Generator and Screen Wall - FEMA project, as requested by the Support Services Division. Award to Metro-Dwellings, LLC, a Minority Business Enterprise, in an amount not to exceed \$355,546.43. The vendor is located in Columbia, SC.

Funding Source: General Capital Projects (4039999-658650-CP105905). The original budget amount is \$461,351.00.

12. Council is asked to approve the purchase of two 2020 Ford Rangers for the Wastewater Maintenance Division, as requested by the Fleet Services Division. Award to Vic Bailey Ford, Inc., using the SC State Contract, in the amount of \$60,178.00. This vendor is located in Spartanburg, SC.

Funding Source: Utilities - Wastewater Maint. - Auto, Trucks, Heavy Equip - Capital (5516205-658500). The original budget amount is \$60,178.00.



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13. Council is asked to approve the purchase of two Ford F250 Trucks for the Metro Wastewater Treatment Plant, as requested by the Fleet Services Division. Award to Vic Bailey Ford, Inc., using the SC State Contract, in the amount of \$63,488.00. This vendor is located in Spartanburg, SC.

Funding Source: Utilities - Metro Wastewater Plt. - Auto, Trucks, Heavy Equip - Capital (5516208-658500). The original budget amount is \$63,488.00.

14. Council is asked to approve the purchase of a Backhoe for the Street Division, as requested by the Fleet Services Division. Award to Company Wrench, LTD, using the SC State Contract, in the amount of \$87,053.35. This vendor is located in Lexington, SC.

Funding Source: Streets - Storm Drains - Auto, Trucks, Heavy Equipment - Capital (5534203-658500). The original budget amount is \$100,000.00.

15. Council is asked to approve the purchase and outfitting of 14 Chevrolet Malibus for the Columbia Police Department, as requested by the Fleet Services Division. Award to Love Chevrolet, using the SC State Contract, in the amount of \$305,844.56. This vendor is located in Columbia, SC.

Funding Source: Capital Replacement - Auto, Trucks, Heavy Equipment - Capital (6308972-658500). The original budget amount is \$305,844.56.

16. Council is asked to approve the purchase of Heavy Equipment for the Parks & Recreation Department, the Traffic Engineering Division, and the Forestry Division, as requested by the Fleet Services Division. Award to multiple vendors, using the Sourcewell Cooperative Contract and SC State Contract, in the total amount of \$449,996.08.

Funding Source: Capital Replacement - Autos Trucks Heavy Equipment (6308972-658500). The original budget amount is \$449,996.08.

Department	Item	Vendor	Location	Total
Parks & Recreation	One (1) VO-255/260 Rear Versalift Bucket Truck	Versalift	Waco, TX	\$145,284.00
Traffic Engineering	One (1) 2020 Ford Super Duty F-550 Bucket Truck	National Auto Fleet Group	Watsonville, CA	\$137,200.14
Forestry Division	One (1) 2020 MV607 SBA Bucket Truck	Versalift	Waco, TX	\$167,511.94



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17. Council is asked to approve the purchase of Pressure Relief Valve Repair Kits for the Lake Murray Water Treatment Plant, as requested by Columbia Water. Award to Ross Valve MFG Co., as a Sole Source, in the amount of \$61,536.08. This vendor is located in Troy, NY.

Funding Source: Utilities Lake Murray Water Plant - Small Hand Tools / Other Equipment (5516207-623100) \$17,000; Utilities Columbia Canal WTP - Small Hand Tools / Other Equipment (5516206-623100) \$16,000; Utilities Columbia Canal WTP - Pipe, Fittings, Hydrants (5516206-625700) \$37,000. The original budget amount is \$70,000.

18. Council is asked to approve Contract Amendment #3 for Project SS7306; Wastewater Collection Flow Monitoring Services, as requested by Columbia Water. Award to Woolpert, Inc. in the amount of \$110,640.00. This firm is located in Columbia, SC.

Funding Source: 5516221-638305. The original budget amount for this amendment is \$452,619.00. The revised total contract amount is \$452,619.00.

19. Council is asked to approve Contract Amendment #5 for Project SS7337; East Rocky Branch Improvements Phase II, as requested by Columbia Water. Award to Hussey Gay Bell in the amount of \$165,000.00. This firm is located in Savannah, GA with a local office in Columbia, SC.

Funding Source: 5529999-SS733702-658650. The original budget amount for this amendment is \$165,000.00. The total revised contract amount is \$1,695,000.00.

This is a Clean Water 2020 Program Project and a Mentor Protégé Program Project. With this amendment, the Mentor, Hussey Gay Bell of Savannah, GA, with a local office in Columbia, SC, will provide engineering service assistance with the acquisition of easements, the realignment and redesign of approximately 1,500 linear feet of 42" gravity sewer. The Mentor will perform a total of 77.11% (1,307,000.00) of the revised contract value, which includes 80% (132,000.00) of the contract amendment. The Protégé, Civil Engineering of Columbia, SC, will provide assistance with construction administration and observation services. The Protégé will perform 20% (\$339,000.00) of the revised contract value, which includes 20% (33,000.00) of the contract amendment.

The following subconsultants are assisting with the overall contract, but will not provide additional services under this contract amendment:

Terracon Consultants, Inc. of Olathe, KS will provide geotechnical services at 1.24% (\$21,000.00) of the total revised contract amount.

MA Engineering Consultants, Inc. of Cary, NC will provide subsurface utility engineering services at 0.62% (\$10,500.00) of the total revised contract amount.

Environmental Permitting Consultants of Greenville, SC will provide environmental permitting services at 1.03% (\$17,500.00) of the total revised contract amount.



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20. Council is asked to approve Contract Amendment #10 for Project SS685401; Wastewater Collection System Sewer Model and Capacity Assurance Program, as requested by Columbia Water. Award to Hazen and Sawyer in the amount of \$222,123.00. This firm is located in New York, NY with a local office in Columbia, SC.

Funding Source: 5516221-SS685401-638305. The original budget amount for this amendment is \$222,123.00. The total revised contract amount is \$3,264,395.00.

This is a Clean Water 2020 Program Project.

21. Council is asked to approve a Contract for Project WM4389; Water Main Construction along Crestwood Drive, Southwood Drive, Hollywood Drive, and South Gregg Street, as requested by Columbia Water. Award to GH Smith Construction, Inc. in an amount not to exceed \$1,431,667.60, which includes contingency. This firm is located in Columbia, SC.

Funding Source: 5529999-WM438901-658650. The original budget amount is \$1,431,667.60.

This is a Mentor Protégé Program project. GH Smith Construction, Inc., a Local Business Enterprise of Columbia, SC, is the Mentor and will be performing water line installation and other services at 47.0% (\$611,212.80) of the total contract value. Smoak Construction, LLC, a Disadvantaged Business Enterprise (Woman) and a Local Business Enterprise of Columbia, SC, is the Protégé and will be performing water line installation at 20.0% (\$260,303.20) of the total contract value.

The following suppliers will be providing additional services:

Fortiline Waterworks of Columbia, SC will be providing pipe and fittings at 21.9% (\$285,000.00) of the total contract value.

Martin Marietta of Columbia, SC will be providing rock/crusher run at 0.2% (\$3,000.00) of the total contract value.

Capital Concrete of Lexington, SC will be providing flowable fill and concrete at 8.2% (\$107,000.00) of the total contract value.

Sloan Construction of Columbia, SC will be providing asphalt at 2.3% (\$30,000.00) of the total contract value.

Super Sod of Columbia, SC will be providing sod at 0.4% (\$5,000.00) of the total contract value.



COLUMBIA CITY COUNCIL MEETING AGENDA TUESDAY, MARCH 10, 2020

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22. Ordinance No.: 2020-005 Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 5, Article II, Building and Technical Codes, Division 2, Building Code, Sec. 5-51, Adoption; conflicting provisions

Adopt 2018 International Building Code - First reading approval was given on February 25, 2020.

23. Ordinance No.: 2020-006 Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 9, Fire Prevention and Protection, Article IV, Fire Prevention Code, Sec. 9-61, Adoption

Adopt 2018 International Fire Code - First reading approval was given on February 25, 2020.

24. Ordinance No.: 2020-007 Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 5, Article 11, Building and Technical Codes, Division 3, Gas Code, Sec. 5-71, Adoption; conflicting provisions

Adopt 2018 International Fuel Gas Code - First reading approval was given on February 25, 2020.

25. Ordinance No.: 2020-008 Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 5, Article II, Building and Technical Codes, Division 6, Mechanical Code, Sec. 5-131, Adoption; conflicting provisions

Adopt 2018 International Mechanical Code - First reading approval was given on February 25, 2020.

26. Ordinance No.: 2020-009 Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 5, Article II, Building and Technical Codes, Division 4, Plumbing Code, Sec. 5-91, Adoption; conflicting provisions

Adopt 2018 International Plumbing Code - First reading approval was given on February 25, 2020.

27. Ordinance No.: 2020-010 Amending Code of Ordinances of the City of Columbia, South Carolina, Chapter 5, Buildings and Building Regulations, Article II, Building and Technical Codes, Division 7, Property Maintenance Code, Sec. 5-151, Adoption; conflicting provisions

Adopt 2018 International Property Maintenance Code - First reading approval was given on February 25, 2020.



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28. Ordinance No.: 2020-011 Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 5, Article II, Building and Technical Codes, Division 9, International Residential Code for One and Two Family Dwellings, Sec. 5-191, Adoption; conflicting provisions

Adopt 2018 International Residential Code for One-and Two-Family Dwellings - First reading approval was given on February 25, 2020.

29. Ordinance No.: 2020-012 Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 5, Article II, Building and Technical Codes, Division 5, Electric Code, Sec. 5-111, Adoption; conflicting provisions

Adopt 2017 National Electric Code (NFPA 70) - First reading approval was given on February 25, 2020.

30. Ordinance No.: 2020-020 Granting an Easement to Dominion Energy South Carolina, Inc. along a portion of City-owned property identified as Richland County TMS# 08915-03-01 for installation of an electric line and appurtenances for the Greene Street Streetscape Project, Phase 2 (Gadsden Street); CF#250-495

First reading approval was given on February 25, 2020.

31. Ordinance No.: 2020-021 Granting an Easement to Dominion Energy South Carolina, Inc. along a portion of City-owned property identified as Richland County TMS#08913-13-01(Pacific Park) for the installation of power lines and appurtenances for the Church Street House Relocations; CF#250-497

First reading approval was given on February 25, 2020.

32. Resolution No.: R-2020-020 Authorizing consumption of beer and wine beverages only at the South Carolina Carnival in the 1800 block of Main Street between Laurel Street and Richland Street on Saturday, June 13, 2020

33. Resolution No.: R-2020-024 Authorizing consumption of beer and wine beverages only at Outfest Columbia in the 1100 block of Park Street between Gervais Street and Senate Street on Saturday, June 6, 2020

34. Resolution No.: R-2020-027 Authorizing consumption of beer and wine beverages only at the Palmetto Peanut Boil Fundraiser on September 26, 2020 with a rain contingency date of October 3, 2020



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35. Resolution No.: R-2020-029 Authorizing consumption of beer and wine beverages only at the Jam Room Music Festival in the 1400 block of Main Street, the eastern half block of the 1100 block of Hampton Street adjacent to Boyd Plaza, and Boyd Plaza on October 3, 2020 with a rain date contingency of Saturday, October 10, 2020
 36. Resolution No.: 2020-040 Authorizing consumption of beer and wine beverages only at the Columbia Food and Wine Kickoff Dinner at the Five Points Fountain on Thursday, April 23, 2020
 37. Resolution No.: R-2020-041 Authorizing consumption of beer and wine only within Boyd Plaza adjacent to the Columbia Museum of Art for the CMA Contemporaries' Membership Event on Thursday, May 28, 2020
 38. Resolution No.: R-2020-045 Authorizing consumption of beer and wine beverages only at the LoCo Craft Beer Jam at City Roots Urban Farm in the 1000 block of Airport Boulevard between Jim Hamilton Boulevard and the north side of the entrance into Hunter Gatherer on Saturday, March 14, 2020

ORDINANCE - FIRST READING

39. Ordinance No.: 2020-023 Authorizing the City Manager to execute a Contract of Sale, Deed and any other documents necessary to consummate the transfer of 6317 Azalea Drive, Richland County TMS #13810-01-16 from the City of Columbia (Community Development Department)

RESOLUTIONS

40. Resolution No.: R-2020-031 Authorizing the City Manager to execute an Amendment to Lease Agreement Extending Term of Lease for 715 Bluff Road for use as the Police Substation and Property Storage Facility
41. Resolution No.: R-2020-039 Permitting the Fire Department to collect money for the Muscular Dystrophy Association (March 18, 2020-March 20, 2020)



We Are Columbia

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TUESDAY, MARCH 10, 2020**

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42. Resolution No.: R-2020-043 Authorizing the City Manager to execute all closing documents necessary to consummate the purchase by the City of Columbia of approximately 3.4 acres known as Richland County TMS #09006-08-02 from Indigo Associates, LTD Partnership

Alternate water source project - Water and Sewer Funds.

CONSIDERATION OF MATTERS DISCUSSED DURING THE WORK SESSION

CITY COUNCIL COMMITTEE REPORTS / REFERRALS

PUBLIC COMMENTS

ADJOURNMENT



We Are Columbia

MEETING DATE: March 10, 2020

DEPARTMENT: City Clerk

FROM: *Erika Hammond, City Clerk*

SUBJECT: Coronavirus Task Force Update - The Honorable Mayor
Stephen K. Benjamin

**FUNDING SOURCE &
ORIGINAL BUDGET:**



We Are Columbia

MEETING DATE: March 10, 2020

DEPARTMENT: City Clerk

FROM: *Erika Hammond, City Clerk*

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

**FUNDING SOURCE &
ORIGINAL BUDGET:**

PURPOSE:

Coronavirus Update
Stormwater Fees for Large Commercial / Industrial Sites



We Are Columbia

MEETING DATE: March 10, 2020

DEPARTMENT: City Clerk

FROM: *Erika Hammond, City Clerk*

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

**FUNDING SOURCE &
ORIGINAL BUDGET:**

PURPOSE:

Bull Street Parking
Gills Creek Streambank Restoration
715 Bluff Road
Convention Center
Finlay Park



We Are Columbia

MEETING DATE: March 10, 2020

DEPARTMENT: City Clerk

FROM: *Erika Hammond, 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)

FUNDING SOURCE & ORIGINAL BUDGET:

FOCUS AREAS: Economic Prosperity - Endless Possibilities

PURPOSE:
604 Huger, LLC
Washington & Assembly, LLC



We Are Columbia

MEETING DATE: March 10, 2020

DEPARTMENT: City Clerk

FROM: *Erika Hammond, City Clerk*

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

FUNDING SOURCE & ORIGINAL BUDGET:

PURPOSE:
Chief Administrative Judge



We Are Columbia

MEETING DATE: March 10, 2020

DEPARTMENT: Legal Department

FROM: *Shari Ardis, Legal Office Manager*

SUBJECT: Resolution No.: R-2020-030 Ratifying the Adoption of a new City Flag

FUNDING SOURCE & ORIGINAL BUDGET:

FOCUS AREAS: Empowering Our Residents, Innovative & High Quality Municipal Services, Planning Together

ATTACHMENTS:

- **#a:** R: 2020-030 Ratifying the Adoption of a new City Flag (PDF)

RESOLUTION NO.: R-2020-030*Ratifying the Adoption of a new City Flag*

WHEREAS, by Resolution No.: R-2017-010 enacted on January 10, 2017, the Mayor and City Council authorized the Columbia Design League and One Columbia for Arts and History to coordinate the process for identification of a new flag design for the City of Columbia as the current City of Columbia flag adopted in 1912 is unknown to citizens and has rarely been used, does not follow accepted principles of good flag design and uses governmental seals and imagery that no longer best represent the City of Columbia; and,

WHEREAS, a city flag serves as an important civic symbol and should accurately represent all citizens of the City; and,

WHEREAS, the Columbia Design League and One Columbia for Arts and Culture sought public input and established a jury of key stakeholders and experts to narrow the submitted designs and identify a suitable new design and made a recommendation from the entries to the Mayor and City Council for consideration; and,

WHEREAS, on February 4, 2020, the Mayor and City Council voted to adopt the attached flag design as the official flag of the City of Columbia; NOW THEREFORE,

BE IT RESOLVED by the Mayor and City Council this ____ day of _____, 2020, that the adoption of the attached flag design as the official flag of the City of Columbia is hereby ratified; and,

BE IT FURTHER RESOLVED that use of the City flag by the Mayor, City Council and City employees in conjunction with official City purposes and events is authorized, and use by members of the public to promote and represent the City is hereby authorized.

Requested by:

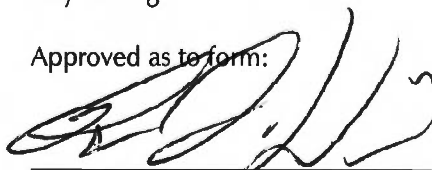
Mayor and City Council

Mayor

Approved by:

City Manager

Approved as to form:



Senior Assistant City Attorney

ATTEST:

City Clerk

Introduced:

Final Reading:

City of Columbia Flag



The Process:

City Council Resolution R-2017-010, adopted by the Columbia City Council on January 10, 2017, established an open design competition for a new city flag. The effort, which was facilitated by the Columbia Design League, resulted in the submission of 544 designs. Of the submissions, 18 designs were identified with assistance from expert vexillologists as top “finalists.” After Council’s review of the finalist entries and the shared public input on designs, it was determined that additional design criteria should be considered, with the hope of arriving at finalist designs that most accurately reflect Columbia’s history and spirit. The top five designers from the process to date were identified and asked to submit designs that incorporated colors and/or symbols that represent contemporary Columbia and the diversity of people that live and work in the city, as well as symbols or shapes that signify wings due to their representation across Columbia’s long history.

Columbia City Council and the Mayor reviewed the submitted designs and carefully considered the public input and the advice of design experts both local and national to identify a thoughtful and unique design to best represent the people of the City of Columbia.

Colors and Symbols:

Navy blue is a trustworthy color, and visually connects the city flag to the flag of the State of South Carolina. It is often associated with knowledge and integrity. Light blue represents freedom, innovation, and tranquility. Together, these evoke a sense of hospitality and stability.

A simple bold abstract wing set against a navy-blue field. The star represents Columbia as a capital city. The six points represent resilience, as Columbia has faced many challenges in its history. The three sections of the wing represent the three rivers, all converging together in Columbia and a vital part of the unique identity of the City.

The Wings of Columbia:

When Columbia was founded in 1786 as a new planned city to house the South Carolina’s state government, Senator John Lewis Gervais proclaimed that the city would be a place where residents would “find refuge under the wings of Columbia,” referring to a personified Columbia, often depicted as a goddess-like female figure. Since then, wings have continued to be a recurring identifying symbol of the City of Columbia. Wings were represented as part of the city’s “rise from the ashes” following the burning of the city in February 1865 and the Columbia Phoenix, a newspaper that was established in the period following. And, wings continue to be a representative image to this day in connections like the Columbia Fireflies, which are named for the synchronous fireflies in the nearby Congaree Swamp National Park.

The wing on the flag demonstrates that important role the City’s history and present. The wing and the flag of the city offers refuge for all those that choose to live, work and visit Columbia, South Carolina.



We Are Columbia

MEETING DATE: March 10, 2020

DEPARTMENT: City Clerk

FROM: *Erika Hammond, City Clerk*

SUBJECT: Council is asked to approve the February 25, 2020 City Council Meeting Minutes.

FUNDING SOURCE & ORIGINAL BUDGET:

ATTACHMENTS:

- **#a:** MN_02_25_2020 (PDF)



**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, FEBRUARY 25, 2020**

WORK SESSION - 2:00 P.M.

The Columbia City Council conducted a Work Session on Tuesday, February 25, 2020 at City Hall, 1737 Main Street, Columbia, South Carolina 29201. The Honorable Mayor Pro-Tempore Edward H. McDowell, Jr. 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 Howard E. Duvall, Jr., The Honorable Daniel J. Rickenmann, and The Honorable William Brennan. The Honorable Mayor Stephen K. Benjamin arrived at 2:23 p.m. Also present were Ms. Teresa Wilson, City Manager and Ms. Erika D. Moore Hammond, City Clerk. This meeting was advertised in accordance with the South Carolina Freedom of Information Act. The minutes are numbered to coincide with the order of the meeting.

INVOCATION

The Honorable Howard E. Duvall, Jr. offered the invocation.

CITY COUNCIL DISCUSSION

1. National League of Cities Update - The Honorable Tameika Isaac Devine

Councilor Devine said we have the Congressional City Conference coming up in two weeks. This is a conference as well as Legislative Day. I will be participating in the legislative meetings of the board while we are there. I have set up meetings with the vice president as well as a couple of congressional leaders. I will be asking you all to consider supporting Resolution 2020-035 Supporting National League of Cities' Leading Together Cities Agenda for the 2020 U.S. Presidential Election. Regardless of who the president is after November 2020, the National League of Cities (NLC) wants to continue to have a good working relationship and make sure the priorities of cities are elevated. The resolution that will be on the agenda tonight is asking for all presidential candidates to support the Leading Together Cities Agenda for 2020. The agenda supports building sustainable infrastructure, creating a skilled workforce, ending housing instability and homelessness, and reducing gun violence. So far, Mayor Pete Buttigieg and Senator Elizabeth Warren have supported [the resolution]. We will be asking the Trump Administration to also support this agenda. If we support the resolution, we will send that to NLC, and they will list us along with the cities that have supported this. As I get information from the NLC board, I will let you all know what we need to know as city leaders.



**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, FEBRUARY 25, 2020**

2. Community Development Block Grant Mitigation Program Overview of Process and Plan
- Ms. Sue Southon, Program Consultant for ICF and Ms. Gloria Saeed, Director of Community Development

Ms. Sue Southon, Program Consultant for ICF said this is the first time that HUD has provided this kind of funding for communities. Instead of fixing what happens after a natural disaster, this is to help communities become proactive and be able to identify ways to reduce their risks and make their communities more resilient to future disasters. The City of Columbia has been given over \$18.5 million. HUD is looking from the mitigation standpoint for projects and activities that will lessen the impact of future disasters on the community. They have also asked that we look at the hazard mitigation planning that is done through the FEMA funding at the state level and in this instance the regional level through the Central Midlands Council of Governments. We need to make sure we are addressing the seven community lifelines and projects that may have been identified in those hazard mitigation plans but were not funded. We are required to do a mitigation needs assessment in advance of presenting the plan. This involves looking at scientific data on the impact of storms and prioritizing which of the 15 significant events are likely to impact the community. The two major infrastructure projects proposed by staff are the Columbia Canal Head Gates and Lock Gate Repair and replacement of the Olympia Fire Station. There is a budget for planning which will be used for a variety of things to help the community become more resilient. Potentially, in the future some of that money will be diverted to other projects as they are identified.

Councilor Rickenmann asked how long the project oversight is.

Ms. Sue Southon, Program Consultant for ICF said 50% of the projects must be completed within six years and the balance within 12 years. We are looking at 12 years' worth of administration oversight responsibilities on the part of the city. For the Olympia Fire Station project, we have done an analysis of the census tracts within the service area. The facility serves a low income area; it will provide a new and resilient facility; it will add additional capacity for emergency response; it will add the ability to accommodate ladder and aerial trucks that the current facility cannot accommodate; and it will add backup generators to continue to be in-service during a natural disaster. The other project is the Columbia Canal Head Gates project. The service area is also low and moderate income. This project is critical to be able to provide portable drinking water and fire protection throughout the community. This project will be a great benefit to a very large group of constituents within your community and neighboring counties.

Councilor Rickenmann asked if the balance of money can also be used for an alternative water source or the hydro plant.



**COLUMBIA CITY COUNCIL MEETING MINUTES
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Mr. Clint Shealy, Assistant City Manager for Columbia Water said we expect that between FEMA funds and state funding, the hydro repairs and canal embankment will be fully funded. The head gates are a critical component of the system. Using the Community Development Block Grant mitigation (CDBG-MIT) funds to replace the head gates takes care of that piece. We have applied for a \$10 million pre-disaster mitigation grant from FEMA to assist us with the alternate water supply. We are seeking every bit of funding that we can.

Ms. Sue Southon, Program Consultant for ICF announced that the first public hearing will be held on Monday, March 2, 2020. Then the plan will be officially posted on the new CDBG-MIT website that the city has developed. The posting will be for 45 days and then the second public hearing will be on April 6, 2020. We will come back for approval of the final documents on April 21, 2020. The last day of public comment is April 30, 2020 and it will go to HUD on May 2, 2020.

Councilor Brennan asked when will the engagement start for future funding ideas for projects.

Ms. Sue Southon, Program Consultant for ICF said that will also come from what staff hears from the public. We will be collecting the public comments and they will be integrated in the final plan that goes to HUD.

Councilor Brennan asked if we heard from citizens at community meetings that these two projects are a priority.

Ms. Teresa Wilson, City Manager said the CDBG-DR grant has focused more on the public and individuals' needs after the flood, for rebuilding and renovations. These funds and the requirements from HUD are so stringent. What we have learned from our experiences with CDBG-DR is that we need to get out of this what we can from an infrastructure perspective for the city. We certainly have to receive public comment and input from the community. There is a lot of support for the fire station. Our water supply is also a big deal for everyone. Staff's position on this grant is to use the bulk of funding for public infrastructure projects. If we hear something overwhelming different from these public input opportunities, we will certainly come back to the table with you all. Because of the constraints around this grant, my position is to move in this direction.

Councilor Duvall asked if the HUD grant is a one-time program or will it be continuing.

Ms. Sue Southon, Program Consultant for ICF said there is no expectation that this will happen again. If there are additional disasters, there may be additional funding for mitigation.



**COLUMBIA CITY COUNCIL MEETING MINUTES
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3. Columbia Police Department Recruitment Video - Mr. William "Skip" Holbrook, Chief of Police

Mr. William "Skip" Holbrook, Chief of Police presented the Columbia Police Department's new recruitment video. We are sending this video package to colleges, universities, and other recruitment hotspots instead of sending the traditional brochure. We are using innovative advertising and promotional programs. It's something we will leave with criminal justice departments across the region and throughout the southeast where we are targeting recruitment.

Mayor Benjamin asked on which platforms are we going to be able to see the video.

Mr. William "Skip" Holbrook, Chief of Police said its really up to our imagination. We are trying to take advantage of every networking and social media platform that we can. The recruitment video can be found at <https://columbiapd.net/salary-benefits/>. We also have a new link on our website about our gun seizures. It is a staggering number and I think folks have become almost immune to it. We took this new initiative from a program that was started in Philadelphia. We have a photo map where we put all guns that were seized and the street where it occurred. We take a picture and you can find all those with a brief synopsis on our website. It's pretty staggering.

EXECUTIVE SESSION

Upon a motion made by Mr. Duvall and seconded by Ms. Devine, Council voted unanimously to enter into Executive Session at 2:47 p.m. for the discussion of **Items 4** through **7** as outlined.

4. Receipt of legal advice related to matters covered by attorney-client privilege pursuant to S.C. Code §30-4-70(a)(2)
- *Convention Center*
 - *Municipal Boundary Adjustments*
 - *Senior Resources*
 - *Board Memberships*
5. Discussion of negotiations incident to proposed contractual arrangements pursuant to S. C. Code §30-4-70(a)(2)
- *Municipal Complex*



**COLUMBIA CITY COUNCIL MEETING MINUTES
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6. Discussion of negotiations incident to the proposed purchase of property pursuant to S. C. Code §30-4-70(a)(2)
 - *Calhoun Street*
7. Discussion of the employment of an employee pursuant to §30-4-70(a)(1)
 - *Chief Administrative Judge*

COUNCIL MEETING - 4:00 P.M.

The Columbia City Council conducted a meeting on Tuesday, February 25, 2019 at City Hall, 1737 Main Street, Columbia, South Carolina 29201. The Honorable Mayor Stephen K. Benjamin called the meeting to order at 4:26 p.m. and the following members of Council were present: The Honorable Sam Davis, The Honorable Howard E. Duvall, Jr., The Honorable Mayor Pro-Tempore Edward H. McDowell, Jr., The Honorable Daniel J. Rickenmann, and The Honorable William Brennan. The Honorable Tameika Isaac Devine was absent. Also present were Ms. Teresa Wilson, City Manager and Ms. Erika D. Moore Hammond, City Clerk. This meeting was advertised in accordance with the South Carolina Freedom of Information Act. The minutes are numbered to coincide with the order of the meeting.

PLEDGE OF ALLEGIANCE

INVOCATION

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

ADOPTION OF THE AGENDA

Upon a motion made by Mayor Benjamin and seconded by Mr. Duvall, Council voted unanimously to approve the adoption of the agenda as presented.

PUBLIC INPUT RELATED TO AGENDA ITEMS

No one appeared at this time.



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APPROVAL OF MINUTES

8. Council is asked to approve the February 4, 2020 City Council Special Called Meeting, Work Session, and Council Meeting Minutes.

Upon a motion made by Mr. McDowell and seconded by Mr. Davis, Council voted unanimously to approve the February 4, 2020 Special Called Meeting, Work Session, and Council Meeting Minutes.

CONSENT AGENDA ITEMS 8 THROUGH 23

Upon a motion made by Mayor Benjamin and seconded by Mr. McDowell, Council voted unanimously to approve the **Consent Agenda Items 9 through 24.**

9. Council is asked to approve the purchase of a Hewlett Packard Support Services Agreement, as requested by the Information Technology Department. Award to Hewlett Packard Company, using the SC State Contract, in the amount of \$58,198.03. This vendor is located in Roseville, CA. - *Approved*

Funding Source: Information Technology - Maintenance & Service Contracts (1011120-638200). The original budget amount is \$61,000.00.

10. Council is asked to approve the purchase of three 2020 Ford Rangers for the Water Distribution Division, as requested by the Fleet Services Division. Award to Vic Bailey Ford, Inc., using the SC State Contract, in the amount of \$70,089.00. This vendor is located in Spartanburg, SC. - *Approved*

Funding Source: Utilities - Water Maint Cust Srv - Auto, Trucks, Heavy Equip - Capital (5516202-658500). The original budget amount is \$70,089.00.

11. Council is asked to approve the purchase of two Foote-Jones Gear Reducers (Left-Hand) for the Metro Wastewater Treatment Plant, as requested by Columbia Water. Award to Bearing Distributors, Inc., a certified LBE, in an amount not to exceed \$71,522.29. This vendor is located in Columbia, SC. - *Approved*

Funding Source: Utilities Metro Wastewater Plt - Machinery and Equipment Capital (5516208-568300). The original budget amount is \$75,000.00.



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12. Council is asked to approve a Contract Extension for Safety Boots and Shoes, as requested by the Procurement and Contracts Department. Award to Tyler Brothers in an amount not to exceed \$75,000. This firm is located in Wagener, SC. - *Approved*

Funding Source: Utilities Wastewater Maintenance - Uniforms and Clothing (5516205 - 624100). The original budget amount is \$75,000.00.

13. Council is asked to ratify two Emergency Procurements, as requested by Columbia Water. Award to Lake Murray Utility Company and Carolina Tap and Bore in the total amount of \$213,370.00. - *Approved*

Funding Source: Water & Sewer Capital Projects - Capital Projects Costs (5529999-SS753701-658650). The original budget amount is \$108,250.00. Engineering - Water Systems Improvement - Special Projects (5516220-638500). The original budget amount is \$105,120.00.

Project Description	Contractor	Location	Total Amount
Wastewater Improvements along Bluff Oaks Road, at the Intersection of Bluff Road and Bluff Oaks Road	Lake Murray Utility Co.	Chapin, SC	\$108,250.00
Emergency 16" Water Main Repair on Trenholm Road (Lowering of Water Main)	Carolina Tap and Bore	W. Columbia, SC	\$105,120.00

14. Council is asked to approve the purchase of Heavy Equipment for the Parks & Recreation Department, Solid Waste Division, and the Street Division, as requested by the Fleet Services Division. Award to the following vendors using the Sourcewell Cooperative Contract, in the total amount of \$517,273.17. - *Approved*

Funding Source: Capital Replacement - Autos Trucks Heavy Equipment (6308972-658500). The original budget amount is \$405,696.89. Streets Storm Drains - Autos Trucks Heavy Equipment (5534203-658500). The original budget amount is \$111,576.28.

Department	Item	Vendor	Location	Total
Parks & Recreation	One (1) RT45A Compact Trencher	Ditch Witch of Charlotte	Charlotte, NC	\$52,476.89
Solid Waste	Two (2) 2020 Rear Loader	The Larson Group Peterbilt	Strafford, MO	\$353,220.00
Street Division	One (1) Front End Loader	Company Wrench JCB	Lexington, SC	\$111,576.28



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15. Ordinance No.: 2020-001 Granting an encroachment to Daniel Kadar for the use of right of way area of the 2000 block of Devine Street for the installation and maintenance of an iron tubing bicycle rack adjacent to 2222 Devine Street, Richland County TMS#11312-16-06 - *First reading approval was given on February 4, 2020 - Approved on second reading.*
16. Resolution No.: R-2020-008 Authorizing consumption of beer and wine only at the Rocky Shoals Spider Lily Happy Hours in the Amphitheater Area of the Riverfront Park on Tuesdays, April 7, April 14, April 21, April 28, May 5, May 12, May 19 and May 26 with rain contingency dates of Thursdays April 9, April 16, April 23, April 30, May 7, May 14, May 21 and May 28, 2020 - *Approved*
17. Resolution No.: R-2020-010 Authorizing consumption of beer and wine only at Soda City Spring Yard Sale within the Biergarten Area only on Saturday, April 25, 2020 with a rain contingency of Saturday, May 2, 2020 - *Approved*
18. Resolution No.: R-2020-013 Authorizing consumption of beer and wine only at the Wiese Biergarten Celebration of Spring in the Amphitheater Area of the Riverfront Park on Saturday, April 4, 2020 with a rain contingency date of Saturday, April 11, 2020 - *Approved*
19. Resolution No.: R-2020-017 Authorizing consumption of beer and wine only within Boyd Plaza adjacent to the Columbia Museum of Art for the CMA It's Alive Film Series on Thursdays, April 9, 2020 and May 14, 2020 - *Approved*
20. Resolution No.: R-2020-018 Authorizing consumption of beer and wine only within Boyd Plaza adjacent to the Columbia Museum of Art for the CMA Trivia Night of the Living Dead Trivia Program on Thursday, April 16, 2020 - *Approved*
21. Resolution No.: R-2020-019 Authorizing consumption of beer and wine only within Boyd Plaza adjacent to the Columbia Museum of Art for the CMA Greater Columbia Record Fair on Sunday, April 26, 2020 - *Approved*
22. Resolution No.: R-2020-023 Authorizing consumption of beer and wine only at Artista Vista Annual Arts Festival on Sunday, April 19, 2020 - *Approved*
23. Resolution No.: R-2020-025 Authorizing consumption of beer and wine only within Boyd Plaza adjacent to the Columbia Museum of Art for Free Times' Heavy Metal Brunch on Saturday, April 25, 2020 (Columbia Food and Wine Festival Event) - *Approved*



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24. Resolution No.: R-2020-026 Authorizing consumption of beer and wine only within Boyd Plaza adjacent to the Columbia Museum of Art for the 14th Annual Indie Grits Film Festival on Saturday, March 28, 2020 - *Approved*

PRESENTATIONS

25. Check presentation to Prisma Health Midlands Foundation - The Honorable Mayor Stephen K. Benjamin

Mayor Benjamin said we have had a fantastic partnership with the foundation for years. We know this year it is estimated that over 270,000 women and 2,600 men will be diagnosed with breast cancer and 42,000 people are expected to die from this disease. The 2019 Mayor's Campaign Against Breast Cancer began in April. The t-shirt design contest was kicked off in July with One Columbia receiving entries from as far away as London. There was a public voting process and three designs were selected. We sold popcorn, lemonade, and other goodies to raise funds during the month of September, ending with a community sponsored bake sale. The Fire Department had a partnership with Fatz Café on Forest Drive and raised \$1,360 through donations in the helmet drive. The Police Department launched the Pink Patch Project and donated \$1,000 of the proceeds from the sale of custom throws. The annual Isabel Law Breakfast organized by our fantastic volunteers was conducted as well. All the proceeds go to the Prisma Health Midlands Foundation for the Bosom Buddies Program, a breast cancer patient support group that provides resources for recovery and emotional healing for individuals undergoing treatment. On behalf of the people of this great city, I present Prisma Health Midlands Foundation a check in the amount of \$9,000.00.

Mr. Samuel Tenenbaum, Prisma Health Foundation President said thank you very much Mayor, City Council, and City of Columbia for the incredible support you give to our breast cancer center. We raised over half a million dollars last year, all for our breast cancer centers.



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26. Recognition of Mr. Gregory M. Dillon as the February Employee of the Month - Mr. Robert Anderson, Public Works Director, Mr. David Brewer, City Traffic Engineer, and Mr. Leonard Freeman, Electrical Operations Supervisor

Mr. David Brewer, City Traffic Engineer introduced Greg Dillion as the City of Columbia Employee of the Month. He has been an employee of the city since May 2017 as an electrician. He has an associate's degree in industrial electronics, and he is married with two children. Greg always arrives to work early. He pursues excellence in his job duties and during his time with the city he has earned a journeyman electrician license. In addition to his job with the city, Greg is a veteran of the U.S. Army where he served in Operation Iraqi Freedom in 2009 and earned an army commendation medal. He is currently a staff sergeant in the South Carolina National Guard. He understands teamwork and promotes this attitude with other employees. Even when he is not on-call, he can always be depended on to come in and help if needed.

Mayor Benjamin presented Mr. Gregory M. Dillon with a plaque and City Manager Teresa Wilson presented him with a token of appreciation. for being selected as the City of Columbia February Employee of the Month.

RESOLUTIONS

27. Resolution No.: R-2020-032 Authorizing the City Manager to execute a Lease Agreement between the City of Columbia and MS Joint Venture for the lease of the 1st, 5th and 7th floors of 1401 Main Street - *Approved*

Municipal Office Complex

Upon a motion made by Mayor Benjamin and seconded by Mr. Duvall, Council voted unanimously to approve Resolution No.: R-2020-032 Authorizing the City Manager to execute a Lease Agreement between the City of Columbia and MS Joint Venture for the lease of the 1st, 5th, and 7th floors of 1401 Main Street.



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28. Resolution No.: R-2020-034 Authorizing the City Manager to execute a Contract of Sale of Office Building between the City of Columbia and MS Joint Venture for the purchase of 1401 Main Street, Richland County TMS #09013-04-07 - *Approved*

Municipal Office Complex

Councilor Rickenmann said there has been a lot of discussion about this purchase. We have done a lot of due diligence. I know there are a lot of folks who want to see us come off Main Street. We had an economist come in and evaluate the building or the option of moving to other sites. The longevity of bringing in our folks from different office buildings allows us to move the money that we are paying in leases towards the purchase of this building. This will allow us to take other buildings that we have and put them back in the private sector like Washington Square, the property on Laurel Street, and others.

Mayor Benjamin said this will be saving taxpayer dollars. In the 2016 solicitation for a public-private partnership, the cost to potentially build a new center came back five times more than what we are talking about purchasing this building for. We continue to study and evaluate different options, but it is important to make sure that we are able to share this information with citizens.

Upon a motion made by Mr. Davis and seconded by Mr. McDowell, Council voted unanimously to approve Resolution No.: R-2020-034 Authorizing the City Manager to execute a Contract of Sale of Office Building between the City of Columbia and MS Joint Venture for the purchase of 1401 Main Street, Richland County TMS #09013-04-07.

OTHER MATTERS

29. Council is asked to approve One-Way Operations on Abbeville Street during school days from 7:00 a.m. to 7:30 a.m. and from 2:20 p.m. to 3:00 p.m., as requested by the Public Works Department - *Approved*

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

Upon a motion made by Mayor Benjamin and seconded by Mr. McDowell, Council voted unanimously to approve one-way operations on Abbeville Street during school days from 7:00 a.m. to 7:30 a.m. and from 2:20 p.m. to 3:00 p.m., as requested by the Public Works Department.



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30. Council is asked to approve the Installation of three (3) Speed Humps on Poinsettia Street and two (2) Speed Humps on Kawana Road, as requested by the Public Works Department - *Approved*

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

Upon a motion made by Mr. Rickenmann and seconded by Mayor Benjamin, Council voted unanimously to approve the installation of three (3) speed humps on Poinsettia Street and two (2) speed humps on Kawana Road, as requested by the Public Works Department.

31. Council is asked to approve a \$5,000 allocation to the Richland Library for Together SC 2020, as requested by The Honorable Mayor Stephen K. Benjamin - *Approved*

Funding Source: Accommodations Tax General Purpose

Upon a motion made by Mr. Davis and seconded by Mayor Benjamin, Council voted unanimously to approve a \$5,000 allocation to the Richland Library for Together SC 2020, as requested by The Honorable Mayor Stephen K. Benjamin.

Mayor Benjamin left the meeting at 4:40 p.m.

PUBLIC HEARING

32. Community Development Block Grant Mitigation Program Overview and Public Input - Ms. Sue Southon, Program Consultant for ICF and Ms. Gloria Saeed, Director of Community Development

Ms. Gloria Saeed, Director of Community Development said the city has received \$18.5 million in Community Development Block Grant Mitigation (CDBG-MIT) funds. This is a new allocation from HUD and these funds are dedicated specifically to activities that increase resilience and reduce or eliminate long-term risks associated with disasters. This is separate from our regular CDBG-DR dollars. The purpose of the CDBG-MIT funds is to support data-informed investments by ensuring that risk reduction projects keep our City's community lifelines intact and more resilient when a disaster strikes. This will help us adopt policies and build local government capacity needed to align with future risks. This process has already started with two projects that City staff has identified as our priorities. The first project is the Olympia Fire Station, which has been in critical need of repairs, relocation, and an updated facility to be able to serve its community at the highest potential. The other project is the Canal Head Gates. This project is critical to



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ensuring a continuing and adequate supply of water for fire protection and safe drinking water. The Canal Head Gates project is estimated at \$8 million, the Olympia Fire Station is \$7 million, the planning activities are projected at \$2.6 million, and the oversight and monitoring for the administration of the grant for the 12-year period is \$900,000. The projects will be serving 50% of low-income families in our area. On March 16, 2020, we will post the action plan on our website for public comments and on April 6, 2020, there will be a second public meeting at the Busby Street Community Center. On May 2, 2020, HUD must receive the final action plan.

Council opened the Public Hearing at 4:48 p.m.

No one appeared at this time.

Council closed the Public Hearing at 4:48 p.m.

APPOINTMENTS

33. Central Midlands Council of Governments

Upon a motion made by Mr. Duvall and seconded by Mr. Rickenmann, Council voted unanimously to approve the appointment of Mr. Rusty DePass to the Central Midlands Council of Governments.

34. Climate Protection Action Committee

Upon a motion made by Mr. Davis and seconded by Mr. Rickenmann, Council voted unanimously to approve the appointment of Mr. Bob Petrulis to the Climate Protection Action Committee.

ORDINANCES - FIRST READING

Upon a single motion made by Mr. Duvall and seconded by Mr. Davis, Council voted unanimously to give first reading approval to **Ordinances – First Reading Items 35 through 42.**

35. Ordinance No.: 2020-005 Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 5, Article II, Building and Technical Codes, Division 2, Building Code, Sec. 5-51, Adoption; conflicting provisions – *Approved on first reading.*

Adopt 2018 International Building Code



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36. Ordinance No.: 2020-006 Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 9, Fire Prevention and Protection, Article IV, Fire Prevention Code, Sec. 9-61, Adoption – *Approved on first reading.*

Adopt 2018 International Fire Code

37. Ordinance No.: 2020-007 Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 5, Article 11, Building and Technical Codes, Division 3, Gas Code, Sec. 5-71, Adoption; conflicting provisions – *Approved on first reading.*

Adopt 2018 International Fuel Gas Code

38. Ordinance No.: 2020-008 Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 5, Article II, Building and Technical Codes, Division 6, Mechanical Code, Sec. 5-131, Adoption; conflicting provisions – *Approved on first reading.*

Adopt 2018 International Mechanical Code

39. Ordinance No.: 2020-009 Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 5, Article II, Building and Technical Codes, Division 4, Plumbing Code, Sec. 5-91, Adoption; conflicting provisions – *Approved on first reading.*

Adopt 2018 International Plumbing Code

40. Ordinance No.: 2020-010 Amending Code of Ordinances of the City of Columbia, South Carolina, Chapter 5, Buildings and Building Regulations, Article II, Building and Technical Codes, Division 7, Property Maintenance Code, Sec. 5-151, Adoption; conflicting provisions – *Approved on first reading.*

Adopt 2018 International Property Maintenance Code

41. Ordinance No.: 2020-011 Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 5, Article II, Building and Technical Codes, Division 9, International Residential Code for One- and Two-Family Dwellings, Sec. 5-191, Adoption; conflicting provisions – *Approved on first reading.*

Adopt 2018 International Residential Code for One-and Two-Family Dwellings



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42. Ordinance No.: 2020-012 Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 5, Article II, Building and Technical Codes, Division 5, Electric Code, Sec. 5-111, Adoption; conflicting provisions – *Approved on first reading.*

Adopt 2017 National Electric Code (NFPA 70)

43. Ordinance No.: 2020-020 Granting an Easement to Dominion Energy South Carolina, Inc. along a portion of City-owned property identified as Richland County TMS# 08915-03-01 for installation of an electric line and appurtenances for the Greene Street Streetscape Project, Phase 2 (Gadsden Street); CF#250-495 – *Approved on first reading.*

Upon a motion made by Mr. Duvall and seconded by Mr. Rickenmann, Council voted unanimously to give first reading approval to Ordinance No.: 2020-020 Granting an Easement to Dominion Energy South Carolina, Inc. along a portion of City-owned property identified as Richland County TMS# 08915-03-01 for installation of an electric line and appurtenances for the Greene Street Streetscape Project, Phase 2 (Gadsden Street); CF#250-495.

44. Ordinance No.: 2020-021 Granting an Easement to Dominion Energy South Carolina, Inc. along a portion of City-owned property identified as Richland County TMS#08913-13-01(Pacific Park) for the installation of power lines and appurtenances for the Church Street House Relocations; CF#250-497 – *Approved on first reading.*

Upon a motion made by Mr. Duvall and seconded by Mr. Rickenmann, Council voted unanimously to give first reading approval to Ordinance No.: 2020-021 Granting an Easement to Dominion Energy South Carolina, Inc. along a portion of City-owned property identified as Richland County TMS#08913-13-01(Pacific Park) for the installation of power lines and appurtenances for the Church Street House Relocations; CF#250-497.

RESOLUTIONS

45. Resolution No.: R-2020-031 Authorizing the City Manager to execute an Amendment to Lease Agreement Extending Term of Lease for 715 Bluff Road for use as the Police Substation and Property Storage Facility – *Consideration of this item was deferred.*



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46. Resolution No.: R-2020-033 Authorizing Condemnation for Easement Acquisition for Water Main along Rimer Pond Road; CIP Project #WM3872; 596 Rimer Pond Road, Richland County TMS#20500-04-05, n/f English; 454 Rimer Pond Road, Richland County TMS#17700-01-30, n/f Ball; 448 Rimer Pond Road, Richland County TMS#17700-01-27, n/f Huff; 330 Rimer Pond Road, Richland County TMS#17700-01-95, n/f Gant; 444 Rimer Pond Road, Richland County TMS#17700-01-26, n/f Lee; and 260 Rimer Pond Road, Richland County TMS#17700-01-80, n/f Montgomery; CF#250-349 - *Approved*

Upon a motion made by Mr. Duvall and seconded by Mr. Rickenmann, Council voted unanimously to approve Resolution No.: R-2020-033 Authorizing Condemnation for Easement Acquisition for Water Main along Rimer Pond Road; CIP Project #WM3872; 596 Rimer Pond Road, Richland County TMS#20500-04-05, n/f English; 454 Rimer Pond Road, Richland County TMS#17700-01-30, n/f Ball; 448 Rimer Pond Road, Richland County TMS#17700-01-27, n/f Huff; 330 Rimer Pond Road, Richland County TMS#17700-01-95, n/f Gant; 444 Rimer Pond Road, Richland County TMS#17700-01-26, n/f Lee; and 260 Rimer Pond Road, Richland County TMS#17700-01-80, n/f Montgomery; CF#250-349.

47. Resolution No.: R-2020-035 Supporting National League of Cities' Leading Together Cities Agenda for the 2020 U.S. Presidential Election - *Approved*

Upon a motion made by Mr. McDowell and seconded by Mr. Duvall, Council voted unanimously to approve Resolution No.: R-2020-035 Supporting National League of Cities' Leading Together Cities Agenda for the 2020 U.S. Presidential Election.

48. Resolution No.: R-2020-036 Authorizing the City Manager to execute an Encroachment License Agreement (NS #1276211) between the City of Columbia and Norfolk Southern Railroad for the Catawba Street Sewer Replacement, CIP #SS7520 - *Approved*

Upon a motion made by Mr. Duvall and seconded by Mr. Davis, Council voted unanimously to approve Resolution No.: R-2020-036 Authorizing the City Manager to execute an Encroachment License Agreement (NS #1276211) between the City of Columbia and Norfolk Southern Railroad for the Catawba Street Sewer Replacement, CIP #SS7520.



**COLUMBIA CITY COUNCIL MEETING MINUTES
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49. Resolution No.: R-2020-037 Authorizing the City Manager to execute an Encroachment License Agreement (NS #1276367) between the City of Columbia and Norfolk Southern Railroad for Blythewood Farms Phase 1 Sewer Replacement CF #349-17 - *Approved*

Upon a motion made by Mr. Duvall and seconded by Mr. Rickenmann, Council voted unanimously to approve Resolution No.: R-2020-037 Authorizing the City Manager to execute an Encroachment License Agreement (NS #1276367) between the City of Columbia and Norfolk Southern Railroad for Blythewood Farms Phase 1 Sewer Replacement CF #349-17.

50. Resolution No.: R-2020-038 Certifying Units within the Buildings Including and Adjacent to the Building Known as the Moe Levy's Building as Abandoned Building Sites Pursuant to the South Carolina Abandoned Buildings Revitalization Act, Title 12, Chapter 67, Section 12-67-100 et seq., of the South Carolina Code of Laws (1976), as amended, regarding properties located at 1105 Lady Street, 1115 Lady Street and 1304 Assembly Street, Columbia, SC, TMS #s R09013-05-10, R09013-05-09 and R09013-05-11 - *Approved*

Councilor Rickenmann said the building has already been torn down, but this is a process that we have to go through so they can take advantage of a tax incentive that comes through the state.

Upon a motion made by Mr. Duvall and seconded by Mr. Rickenmann, Council voted unanimously to approve Resolution No.: R-2020-038 Certifying Units within the Buildings Including and Adjacent to the Building Known as the Moe Levy's Building as Abandoned Building Sites Pursuant to the South Carolina Abandoned Buildings Revitalization Act, Title 12, Chapter 67, Section 12-67-100 et seq., of the South Carolina Code of Laws (1976), as amended, regarding properties located at 1105 Lady Street, 1115 Lady Street and 1304 Assembly Street, Columbia, SC, TMS #s R09013-05-10, R09013-05-09 and R09013-05-11.

CONSIDERATION OF MATTERS DISCUSSED DURING THE WORK SESSION

No matters were considered at this time.

CITY COUNCIL COMMITTEE REPORTS / REFERRALS

Upon a motion made by Mr. Brennan and seconded by Mr. Rickenmann, Council voted unanimously to refer the research of a SMART television app to provide access to City TV and other City programs to the Technology Committee.



We Are Columbia

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TUESDAY, FEBRUARY 25, 2020**

APPEARANCE OF THE PUBLIC

Mr. Mustafa said I am here advocating for these children and about 15 more. In North Pointe Estates, we have five families being evicted on Thursday. We have noncompliance with HUD by the management. Violations with Chapter 5, determining income and calculating rent; Chapter 6, violation of lease requirement for subsidized homes; Chapter 7, recertification and rent changes; and Chapter 8, due process of termination. We are asking the local government to get involved. Columbia is 8th in the nation for evictions. These evictions are a cause of wrongful evictions. They have violated due process, have not given adequate time and information, and there are other things going on with the management that need to be looked into. We are talking about 25 children and their mothers being out on Thursday from the North Pointe Estates. This area has been in the news before for being one of the worst in Richland County. We had an afterschool program there since September 2019. The company has shut our program down and we cannot help these children. We are also asking for help to bring back this afterschool program. We need urgency and we are here today to ask you to help us stop these children from becoming homeless. This particular complex has had five different management companies in the past six years. The problem is with the management and not the poor residents.

Ms. Teresa Wilson, City Manager said I did talk to Mr. Sanders about this. I did commit to him that we will work with Community Development staff to look into their concerns and get back with any information.

Councilor Davis said it's a matter of talking to the most appropriate authority. We need to know what the violations are and see who from HUD is aware of it and what they are doing about it. The due process has to be clarified and brought to HUD's attention. We need to know the number of children and mothers being affected and discuss alternatives if they have to relocate.

Councilor McDowell said there are two issues that have been raised tonight: a managerial issue and a HUD issue. I think we have to be clear on both and not get them convoluted. We need to be very clear on how the rent process works and the problems with the management.

Councilor Rickenmann said we need to make sure there is some type of solution for the families. There seems to be a lot of questions that need to be answered. Maybe Council needs to write a formal letter to HUD voicing our concerns. I think it's something we should consider, but I hope we find a solution for these families.



**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, FEBRUARY 25, 2020**

Ms. Teresa Wilson, City Manager said we will make this a priority to determine what we can do as a city as far as formally acknowledging to HUD what we know and what we feel might be inappropriate.

Ms. Julia Dawson said I am a teacher at W. A. Perry Middle School and two summers ago I traveled to Ghana with the U.S. State Department and the University of South Carolina as a research scholar. Our purpose in going was to improve teaching about Africa and African descendants and to make sure that black students understand the power and pride of where they came. I got this opportunity because of my mentors and this year I wanted to pay it forward. I told students that if they wanted to go to Africa this year to study and learn, then we are going to make it happen together. I went to my principal and the district and everybody was supportive. This year, the district and school have not been able to allow the project to go through. I had to keep my promise, so we are going this year. We received federal and state approvals for fundraising, and I Am My Ancestors Dreams Journey was born. We have been working hard. I have seen Maryiah in 32-degree weather at Soda City Market exchanging donuts for donations. I have watched J'Terrius go up to strangers at the flea market on Augusta Road and now we are here. We are \$1,200 away from our major fundraising goal which will cover both of their plane tickets. I know we cannot ask you in your formal capacity as Council members to use tax dollars for a project like this but I am humbly making a request that you share this with the connections you have and help make our dream a reality in any way you can.

Miss Maryiah Belton said I want to go to Ghana, West Africa because I want to experience where my ancestors came from and I want to get to know the real meaning of life. When I go to Ghana, I will be able to learn from the language, taste new foods, and experience where my ancestors rose. In five years from now, I'll be graduating from high school and I feel this journey will help me be more independent for college. I want to go to a HBCU to study and become a brain surgeon. I need your help to turn this dream into a reality.

Master J'Terrius Sumter said I am in the seventh grade at W. A. Perry Middle School. I want to travel to Ghana because I want to experience a different language, food, and ideas. This is going to be a great experience for me for many reasons. I am already learning public speaking skills. When I get there, I am going to discover so many things about West Africa and my ancestors. I will gain a view of where African Americans came from. We will learn more about how we got to where we are and what we have today because of the struggle of my ancestors. I believe this will make me feel even better about myself as a young man. Most kids like me do not get the opportunity to do things even close to a trip like this. I want to change the negative views of Ghana and Africa in general. I have raised \$2,800 to be a part of this trip. I am coming to you to share my dream. I am the future of this city and I want the future to be bright.



We Are Columbia

**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, FEBRUARY 25, 2020**

Ms. Robin Spaniel, Cottontown Board Secretary said I am here to invite you to the 2020 Cottontown Art Crawl on Saturday, March 14, 2020 from 10 a.m. until 3 p.m. We will have a host table set-up in the 2100 block of Sumter Street where Blue Bike is located. Blue Bike is letting folks use the bikes for free to ride around the neighborhood and visit the artists. We invite local talented artists to our front porches and businesses to display their artwork and for people to buy them. It helps the artists, it showcases our neighborhood, and we also have the walking tour with Historic Columbia. We have a Facebook page, please like it and share.

ADJOURNMENT

Upon a motion made by Mr. Duvall and seconded by Mr. Davis, Council voted unanimously to adjourn the meeting at 5:30 p.m.

Respectfully submitted by:

Erika D. Moore, CMC
City Clerk



We Are Columbia

MEETING DATE: March 10, 2020

DEPARTMENT: Procurement and Contracts

FROM: Sandra Wright, Purchasing Agent

SUBJECT: Council is asked to approve TargetSolutions Software and User Fees, as requested by the Columbia Fire Department. Award to Municipal Emergency Services, as a Sole Source, in the amount of \$63,742.00. This vendor is located in Charlotte, NC

REQUISITION NO.: R202301

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source; Fire Suppression - Software License (1012303-627510) and Fire Administration - County - Software License (2082301-627510), The original budgeted amount is \$63,742.00.

CLEAN WATER 2020?: No

Sec 2-204 (5) of the City's Procurement Regulations. Exceptions to competitive sealed bidding requirements. An exception is allowed for the City to purchase goods and services without competitive sealed bids when making a justified and approved sole source purchase.

ATTACHMENTS:

- **#a:** R202301 - Legal Approved - SSA - MES (PDF)

SOLE SOURCE AGREEMENT FOR PROVISION OF SERVICES

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

1. Scope and Schedule of Services. The Contractor will provide the services described in Exhibit B, attached hereto. The Contractor shall be responsible for obtaining any approvals, permits and/or licenses, including a City business license, 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. The Contractor shall complete all services under this AGREEMENT within the timeframes set forth in Exhibit B.
2. Term and Option to Renew. The term of this AGREEMENT is effective as of the latter date of the execution of this AGREEMENT as shown by the signatures of the parties below; upon issuance of a Notice to Proceed; receipt of a valid Purchase Order from the City of Columbia; proof of insurance required under section 7 below; and approval of the City Council, if applicable. This agreement is valid through October 31, 2020. An option to renew or continue purchasing goods for an additional one-year period may be authorized at the mutual pleasure and discretion of both parties. However, neither party shall be under any obligation to agree to an extension of the initial term or any additional term.
3. Supplemental or Additional Services. The Parties may agree that Contractor perform Additional or Supplemental services as authorized by a City purchase order. Contractor must obtain written approval from the City for any Supplemental or Additional Services prior to the service being performed. If the Contractor fails to obtain prior written approval to perform the Supplemental or Additional Services, the City is under no obligation to compensate the Contractor for services performed.
4. Additional Terms and Conditions. The following terms and conditions within the City's General Purchase Order Terms and Conditions, found at <https://www.columbiasc.gov/procurement-contracts/rules-regulations>, are incorporated by reference herein as part of this AGREEMENT: Assignment, Breach/Waiver; Contractor Personnel; Contractor's Use of City Property; Contractor's Obligation – General; Drug Free Work Place Certification; Ethics; Facilities; Force Majeure; Indemnification (City of Columbia, SC); Invoicing & Payment; Licenses; Permits and Taxes (City of Columbia, SC); Modification; Non-Discrimination in Contracting Policy; No Indemnity or Defense; Payment & Interest; Patents & Royalties; Price Adjustments; Publicity; SC Illegal Immigration Reform Act (State Law); Severability; Successorship; State Law Applicable; Whole Agreement; and Other Applicable Terms and Conditions.
5. Subcontracting. Contractor shall not subcontract the services or obligations under this AGREEMENT without prior written consent of the City. Contractor shall be as fully responsible to the City for the acts and omissions of any of its subcontractors as it is for the acts and omissions of Contractor's employees.
6. Compensation. The total compensation paid by the City to Contractor under this AGREEMENT shall not exceed Sixty-Three Thousand, Seven Hundred and Forty-Two dollars and No/100 (\$63,742) unless authorized by the City under Section 2 of this AGREEMENT. The Contractor shall submit an invoice for services rendered. Each invoice submitted must describe the services for which payment is requested, show payment calculations and specify the person(s) rendering such service(s). The invoice shall bear the signature of the Contractor, 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.

APPROVED AS TO FORM

 Legal Department City of Columbia, SC

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

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

☐ **WORKERS COMPENSATION INSURANCE:** Workers Compensation Insurance for all employees to be engaged in work on the project under this Agreement, and in case any work is subcontracted, the Contractor shall require the subcontractor similarly to provide Worker Compensation Insurance for all of the employees to be engaged in such work unless such employees are covered by the protection afforded by the 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.

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

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

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

The 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*.

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

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

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

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

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

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

14. Dispute Resolution. 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.

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

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

CITY OF COLUMBIA, SOUTH CAROLINA

By: _____

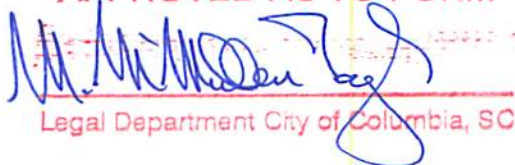
Witness

By: _____

Title: City Manager

Date: _____

APPROVED AS TO FORM


Legal Department City of Columbia, SC

MES

By: _____

Witness

By: _____

Title: _____

Date: _____

RECOMMENDED BY: _____

Aubrey Jenkins, Fire Chief

RECOMMENDED BY: _____

Sandra A. Wright, CPPB, Purchasing Agent

Exhibit A

Requisition # R202301JUSTIFICATION FOR
SOLE SOURCE PROCUREMENT

Based upon the following determination, the proposed procurement action described below is being procured pursuant to the authority of Section 1.1.6 of the City of Columbia, S.C. Procurement Regulation.

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

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

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

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

This sole source is valid through 12/31/2020 Amount \$ 68,844.36 \$63,742.00

<u>Fire</u>	<u>[Signature]</u>	<u>1/31/2020</u>
Department	Signature of Department Head	Date
	<u>[Signature]</u>	<u>2/3/2020</u>
	Signature of Purchasing Agent	Date
<u>"Form must be routed in the order of the signatures"</u>	<u>[Signature]</u>	<u>2/10/20</u>
	Signature of Finance Director	Date
	<u>[Signature]</u>	<u>2/11/2020</u>
	Signature of Asst. City Manager	Date
	_____ Signature of City Manager	_____ Date

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

Distribution: Original attached to requisition (Form PUR 100201) Copy retained in Department's file. (Rev. 06/2016)

This requisition 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.

December 12, 2019

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

Dear Mr. Cothran,

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

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

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

Thank you!

Regards,

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



6701-C Northpark Blvd
Charlotte, NC 28216

Quote

Date 11/27/2019
Quote # QT1316627
Expires 01/31/2020
Sales Rep Bedenbaugh, Tony L
PO #
Shipping Method FedEx Ground

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

Ship To
FIRE STATION-HARDEN STREET
1901 HARDEN STREET
COLUMBIA SC 29201

Item	Alt. Item #	Units	Description	Qty	Unit Sales Price	Amount
15000			Premier Membership: TERM 11/30/19 to 10/31/20	583	109.00	63,547.00
16000			Annual Maintenance Fee	1	195.00	195.00

Subtotal 63,742.00
Shipping Cost (FedEx Ground) 0.00
Total \$63,742.00

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

All returns must be processed within 30 days of receipt and require a return authorization number and are subject to a restocking fee.

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



QT1316627



We Are Columbia

MEETING DATE: March 10, 2020

DEPARTMENT: Procurement and Contracts

FROM: Sandra Wright, Purchasing Agent

SUBJECT: Council is asked to approve Contract Amendment #7 for City Video Camera Surveillance Services, as requested by the Columbia Police Department. Award to Statewide Security Systems, Inc. in the amount of \$69,360.00 through 07/31/2020. This firm is located in Columbia, SC.

REQUISITION NO.: R201148

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: 1012402-636600. The original budget amount for this amendment is \$69,360.00. The revised total contract amount is \$1,093,720.00.

CLEAN WATER 2020?: No

FOCUS AREAS: Enhancing Columbia's Neighborhoods, Innovative & High Quality Municipal Services

The above referenced amendment is to compensate Statewide Security Systems, Inc. for extended City Video Camera Surveillance Services to the Agreement expiration date of July 31, 2020.

Proposed Change and Basis for Payment:

Original Contract Price:	\$616,500.00
Amendment #1 (time extension & increase):	\$223,400.00
Amendment #2 (time extension & increase):	\$114,000.00
Amendment #3 (increase):	\$30,000.00
Amendment #4 (time extension & increase):	\$28,900.00
Amendment #5 (time extension & increase):	\$11,560.00
Amendment #6 (time extension):	\$0.00
Current Contract Total:	\$1,024,360.00
This Change Amendment #7 (increase):	\$69,360.00
Revised Contract Price:	\$1,093,720.00

Additional funding is respectfully requested in the amount of \$69,360.00 as compensation for the above services.

The Office of the City Attorney has reviewed the Amendment, and the Chief of the Columbia Police Department recommend its approval.

ATTACHMENTS:

- **#a:** CA#7 Statewide Security - City Cameras (PDF)

Contract Amendment #7

City Video Cameras
RFP00010-13-14

Statewide Security Systems, Inc.

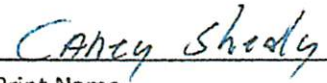
January 31, 2020

Description of Change: Request change in Agreement for video camera surveillance services between the City of Columbia (City) and Statewide Security Systems, Inc. (Contractor) dated October 15, 2014 (Agreement) to compensate the contractor for extended services to the Agreement expiration date of July 31, 2020.

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

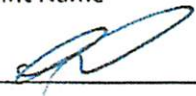
Proposed Change and Basis for Payment:

Original Contract Price:	\$616,500.00
Amendment #1 (time extension & increase):	\$223,400.00
Amendment #2 (time extension & increase):	\$114,000.00
Amendment #3 (increase):	\$30,000.00
Amendment #4 (time extension & increase):	\$28,900.00
Amendment #5 (time extension & increase):	\$11,560.00
Amendment #6 (time extension)	\$0.00
Current Contract Total:	\$1,024,360.00
This Change Amendment #7 (increase):	\$69,360.00
Revised Contract Price:	\$1,093,720.00

This Change is Acceptable:Name of Firm
Statewide Security Systems, Inc.City of Columbia
Office of the City Manager


 Print Name

 Teresa Wilson, City Manager



 Signature

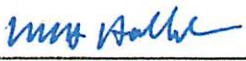
 Signature

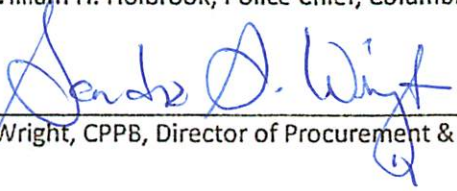
 2/16/20

 Date

 Date Witness

Recommended by:

By:  2/18/2020
 Chief William H. Holbrook, Police Chief, Columbia Police Department Date

By:  2/25/2020
 Sandra A. Wright, CPPB, Director of Procurement & Contracts/Purchasing Agent Date

APPROVED AS TO FORM


 Legal Department, City of Columbia, SC



We Are Columbia

MEETING DATE: March 10, 2020

DEPARTMENT: Procurement and Contracts

FROM: *Sandra Wright, Purchasing Agent*

SUBJECT: Council is asked to approve the renewal of Cityworks Software and License Support, as requested by the Information Technology Services Department. Award to Azteca Systems, LLC, in the amount of \$100,000.00 for the current term of 1/15/2020 through 1/14/2021. This vendor is located in Sandy, UT.

REQUISITION NO.: R203144

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: Public Works Admin - Maintenance & Service Contract (1011124-638200) \$6,990.00; Forestry Horticulture - Maintenance and Service Contract (1011217-638200) \$7,500.00; Streets & Side Walks - Maintenance and Service Contract (1013201-638200) \$2,000.00; Traffic Operations - Maintenance and Service Contract (1013204-638200) \$3,000.00; Street Storm Drain - Maintenance and Service Contract (5534203-638200) \$1,500.00; Street - Water & Sewer Repair - Maintenance and Service Contracts (5513202-638200) \$2,000.00; Customer Service - Special Contracts (5511407-638300) \$3,000.00; Meter Reading - Maintenance and Service Contract (5516202-638200) \$15,000.00; Utilities Wastewater Maintenance - Software License (5516205-627510) \$49,010.00; Solid Waste Street Sweeping - Maintenance and Service Contract (5534408-638200) \$10,000.00. The original budget amount is \$100,000.00.

CLEAN WATER 2020?: No

FOCUS AREAS: Innovative & 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:** Cityworks License and Maintenance Agreement (PDF)
- **#b:** Azteca Systems, LLC Cityworks Invoice (PDF)



Azteca Systems, LLC, 11075 South State, Suite 24, Sandy, UT 84070

• TEL 801.523.2751 • FAX 801.523.3734 •

www.cityworks.com

CITYWORKS® LICENSE AND MAINTENANCE AGREEMENT

This Software License and Maintenance Agreement made by and between Azteca Systems, LLC ("Azteca Systems") a Delaware limited liability company, with a place of business at 11075 South State, Suite 24, Sandy, Utah 84070 USA and the City of Columbia, South Carolina, using certain of Azteca Systems Licensed Products hereinafter referred to as "Licensee." This Agreement is effective immediately upon delivery of Licensed Products (the "Effective Date").

Azteca Systems Products are licensed under the terms and conditions of the Agreement. This agreement, when executed by the licensee named below ("Licensee") and Azteca Systems, LLC (Azteca Systems), as licensor of the Software, Online, Services, and Documentation licensed under the License Agreement, will supersede any previous Agreements including the License Agreement presented in the installation process requiring acceptance by electronic acknowledgement and will constitute a signed License Agreement.

This signed Agreement includes (i) this License and Maintenance Agreement, (ii) Addendum #1 – Product Licensing, (iii) Addendum #2 – Standard Maintenance and Support and (iv) Addendum #3 – Third Party Contractor Acknowledgment.

This signed Agreement may be executed in duplicate by the Parties. An executed Agreement, modification, amendment, or separate signature page shall constitute a duplicate if it is transmitted through electronic means, such as fax or email, and reflects the signing of the document by any Party. Duplicates are valid and binding even if an original paper document bearing each Party's original signature is not delivered.

ARTICLE I—DEFINITIONS

1.1 Definitions. The terms used are defined as follows:

- a. "Agreement" means this Software License Agreement between Azteca Systems and Licensee, inclusive of all schedules, exhibits, attachments, addenda and other documents incorporated by reference.
- b. "Authorization Code(s)" means any key, authorization number, enablement code, login credential, activation code, token, account user name and password, or other mechanism required for use of a Product.
- c. "Authorized User" or "User" shall mean: (i) a direct user of the Licensed Products, including but not limited to Licensee's employees; (ii) Licensee's consultants who have agreed to maintain the Licensed Property in confidence and use it only for the benefit of Licensee, or (iii) members of the public gaining access to, and only limited use of, the Licensed Products via the Software's public web portal (if applicable). Other than limited use of the Products through the software's web portal, the public is not considered an authorized user.
- d. "Client Data" means the data provided or inputted by or on behalf of Licensee, including personally identifiable information, for use with the Software.
- e. "Covered Software" shall mean the particular Cityworks Software, scripts, interfaces and custom code identified in Addendum #1.
- f. "Deployment Server License" means a license that, in addition to providing staging server License rights, authorizes Licensee to install and use the Software for deployment in Licensee's internal use.
- g. "Testing Server License" means a license that authorizes Licensee to install and use the Software on a server in Licensee's internal use to provide testing License rights prior to deployment.
- h. "Documentation" means all user reference documentation that is delivered with the Software.
- i. "Internal Use" means use of the Licensed Products by employees of Licensee in Licensee's internal operations but does not include access of the Licensed Products by, or use of the Licensed Products in the provisions of services to, Licensee's clients or customers. Internal Use also includes use of the Licensed Products by contractors of Licensee, including contractors providing outsourcing or hosting services, as long as Licensee assumes full responsibility for the compliance with this Agreement in such use. Use of the Licensed Products (or any part thereof) for the benefit of others, whether by means of a software as a service offering, service bureau application, application service provider, outsourcing or other means of providing service to any third party shall not be considered Internal Use.
- j. "Licensed Products" or "Products" shall mean the portion of the Cityworks Software and the Documentation to which Licensee has purchased a License as identified as specified in Addendum #1

- attached hereto. Licensed Products shall include any updates or upgrades to the Licensed Products that Azteca Systems may at its discretion deliver to Licensee. Products includes but is not limited to Software, Online Services, and Documentation licensed under the terms of this license Agreement.
- k. "Login" means a license that allows Licensee to permit a single authorized named end user to use the Software, Data, and Documentation installed on a server and accessed from a computer device.
 - l. "Online Services" means any Internet-based system, including applications and associated APIs, hosted by Azteca Systems or its licensors, for storing, managing, publishing, and using Cityworks software and data, and other information.
 - m. "Ordering Document(s)" means a sales quotation, purchase order, or other document identifying the Products that Licensee orders.
 - n. "Preview" means any alpha, beta, or prerelease Product.
 - o. "Sample(s)" means sample code, sample applications, add-ons, or sample extensions of Products.
 - p. "Server" means each single instance of an operating system, whether physically installed on a computer or within a virtualized environment.
 - q. "Software" or "Cityworks Software" means all or any portion of Azteca Systems proprietary software technology, excluding data, accessed or downloaded from an Azteca Systems (Cityworks) authorized website or delivered on any media in any format including backups, updates, upgrades, and service packs.
 - r. "Standard Maintenance" or "Maintenance Addendum" shall mean the Standard Software Maintenance & Support Addendum #2.
 - s. "Term License" means a license or access provided for use of a Product for a limited time period ("Term") or on a subscription or maintenance basis as specified herein.

ARTICLE 2—INTELLECTUAL PROPERTY RIGHTS AND RESERVATION OF OWNERSHIP

Products are licensed, not sold. Azteca Systems and its licensors own Products and all copies, which are protected by United States and applicable international laws, treaties, and conventions regarding intellectual property and proprietary rights including trade secrets. This Agreement does not transfer ownership rights of any description in the Software, materials, or services to Licensee or any third party. Licensee agrees to use reasonable means to protect Products from unauthorized use, reproduction, distribution, or publication. Azteca Systems and its third-party licensors reserve all rights not specifically granted in this Agreement including the right to change and improve Products.

ARTICLE 3—GRANT OF LICENSE

3.1 Grant of License. Subject to the terms of this Agreement, Azteca Systems grants to Licensee a personal, nonexclusive, nontransferable license solely to use the Products as set forth in Addendum #1 – Product Licensing (i) for which the applicable license fees have been paid; (ii) for Licensee's own internal use; and (iii) in accordance with this Agreement and the configuration ordered by Licensee or as authorized by Azteca Systems; and (iv) for the applicable Term or until terminated in accordance with Article 5. License types may include, but are not limited to Login, Workgroup, Departmental, ELA (Enterprise License) Licenses. Licensee may allow Third Party Contractors to access and use the licensed Software, provided Licensee and Third Party Contractor agree to and are bound by the terms set forth in Addendum 3. In addition to the Scope of Use in Article 4, Addendum #1 – Product Licensing which applies to specific Products, Addendum #2 – Standard Maintenance and Support, and Addendum #3 – Third Party Contractor Acknowledgment (if applicable) collectively, are incorporated in this Agreement.

- a. *Software.* Use and License for specific Software products are set forth in Addendum 1- Product Licensing Addendum, which is incorporated by reference.
- b. *Maintenance.* Maintenance terms are set forth in Section 9.11 below and in Addendum 2, - Standard Maintenance and Support which terms are incorporated by reference.
- c. *Third Party Contractor.* Terms of use for Third Party Contractor software usage (if applicable) are set forth in Addendum #3, which is incorporated by reference.

3.2 Preview Release Licenses. Products acquired under an evaluation license or under a Beta program are intended for evaluation and testing purposes only and not for commercial use. Any such use is at Licensee's own risk, and the Products do not qualify for Azteca or distributor maintenance.

3.3 Special Use Programs. If Licensee acquires Products under a special program for noncommercial, nonprofit, educational, or other limited-use license, Licensee's use of the Products is subject to the terms set forth in the applicable enrollment form or as described on Azteca's website in addition to the non-conflicting terms of this Agreement. All such program terms are incorporated herein by reference.

3.4 Delivery. Unless otherwise requested by Licensee, Azteca Systems shall provide an electronic link to make available to Licensee the Licensed Property by electronic download and a license key to activate the Licensed Property.

ARTICLE 4—SCOPE OF USE

4.1 Permitted Uses

- a. For Products delivered to Licensee, Licensee may:
 - 1. Install and store Products on electronic storage device(s);
 - 2. Make archival copies and routine computer backups;
 - 3. Install and use a newer version of Software concurrently with the version to be replaced during a reasonable transition period not to exceed 6 months, provided that the deployment of either version does not exceed the Licensee's licensed quantity; thereafter, Licensee shall not use more Software in the aggregate than Licensee's total licensed quantity; and
 - 4. Move the Software in the licensed configuration to a replacement Server.
- b. Licensee may use, copy, or prepare derivative works of Documentation supplied in digital format and thereafter reproduce, display, and redistribute the customized documentation only for Licensee's own internal use. Portions of Documentation supplied in digital format merged with other software and printed or digital documentation are subject to this License Agreement. Licensee shall include the following copyright attribution notice acknowledging the proprietary rights of Azteca and its licensors: "Portions of this document include intellectual property of Azteca and its licensors and are used herein under license. Copyright © [Licensee will insert the actual copyright date(s) from the source materials] Azteca Systems, LLC. and its licensors. All rights reserved."
- c. *Consultant or Contractor Access.* Subject to Section 3.1 and Addendum #3, Azteca Systems grants Licensee the right to permit Licensee's Third Party Consultants or Contractors to use the Products exclusively and solely for Licensee's benefit. Licensee must comply with terms and provisions of Addendum #3 and provide a copy to Azteca. Licensee shall be solely responsible for compliance by Third Party Consultants and Contractors with this License Agreement and shall ensure that the Third Party Consultant or Contractor discontinues Product use upon completion of work for Licensee. Access to or use of Products by Third Party Consultants or Contractors not exclusively for Licensee's benefit is prohibited.

4.2 Uses Not Permitted. Except to the extent that applicable law prohibits or overrides these restrictions, or as provided herein, Licensee shall not:

- a. Sell, rent, lease, sublicense, lend, assign, or time-share Products;
- b. Permit persons other than Authorized Users to access or use the Licensed Products (or any part thereof);
- c. Act as a service bureau or Commercial ASP;
- d. Use Software, Data, or Documentation for a site or service and operate the site or service for profit or generate revenue through direct or indirect methods (e.g., advertising or by charging for access to the site or service);
- e. Redistribute Software, Data, or Online Services to third parties, in whole or in part, including, but not limited to, extensions, components, or APIs;
- f. Redistribute Authorization Codes;
- g. Reverse engineer, decompile, or disassemble Products;
- h. Make any attempt to circumvent the technological measure(s) that controls access to or use of Products;
- i. Upload or transmit content or otherwise use Products in violation of third-party rights, including

- intellectual property rights, privacy rights, nondiscrimination laws, or any other applicable law or government regulation;
- j. Remove or obscure any Azteca Systems (or its licensors') patent, copyright, trademark, proprietary rights notices, and/or legends contained in or affixed to any Product, Product output, metadata file, or online and/or hard-copy attribution page of any Data or Documentation delivered hereunder;
- k. Separate from the licensed use of APIs, Licensee may not unbundle or independently use individual or component parts of the Products, Software, or Online Services;
- l. Unbundle or independently use the individual or component parts of Software or Online Services;
- m. Incorporate any portion of the Software into a product or service that competes with the Software;
- n. Publish the results of benchmark tests run on Software without the prior written permission of Azteca Systems; or
- o. Use, incorporate, modify, distribute, provide access to, or combine any computer code provided with the Software in a manner that would subject such code or any part of the Software to open source license terms, which includes any license terms that require computer code to be (i) disclosed in source code form to third parties, (ii) licensed to third parties for the purpose of making derivative works, or (iii) redistributable to third parties at no charge.

ARTICLE 5—TERM AND TERMINATION

5.1. This License Agreement is effective upon date and signature of Licensee below. The initial term of this License Agreement will begin upon the dates set forth in Addendum 1 and provided the fees are paid. This License agreement and its maintenance provisions may then be renewed annually by payment of the then current maintenance fees for the next annual maintenance period as set forth in Addendum 1.

5.2. Either party may terminate this License Agreement or any Product license for a material breach that is not cured within thirty (30) days of written notice to the breaching party, except that termination is immediate for a material breach that is impossible to cure.

5.3. Termination for Convenience: Either party may terminate this Agreement by giving the other party thirty (30) days' written notice prior to the end of the current Term Maintenance Period.

5.4. In the event that either funding from Licensee or other sources is withdrawn, reduced, or limited, or the authority of Licensee to perform any of its duties is withdrawn, reduced, or limited in any way after the Effective Date of this Agreement and prior to normal completion, the parties shall have the authority to exercise the Termination for Convenience option to terminate this Agreement in whole or in part. If a party to this Agreement chooses to terminate for convenience that party may do so by thirty (30) days' written notice to the other party.

5.5. Upon termination of the License and Maintenance Agreement, all Product licenses granted hereunder terminate as well. Upon termination of a License or the License and Maintenance Agreement, Licensee will (i) stop accessing and using affected Product(s); (ii) clear any client-side data cache derived from Online Services; and (iii) uninstall, remove, and destroy all copies of affected Product(s) in Licensee's possession or control, including any modified or merged portions thereof, in any form, and execute and deliver evidence of such actions to Azteca Systems.

5.6. If this Agreement is terminated for convenience, the Licensee is only liable for payment required by the terms of this Agreement for license, maintenance and support services rendered or products and software received and accepted prior to the effective date of termination.

5.7. If this Agreement is terminated under section 5.3 or 5.4 above, Licensee shall then return to Azteca Systems all of the Software, related modules, related updates, and any whole or partial copies, codes, modifications, and merged portions in any form. Azteca will then for no additional charge to Licensee and at Licensee's option either grant a license to the Licensee, for a period of one (1) year, which will allow Licensee to retain the ability to access records and data contained in the Software or allow Licensee to create digital copies of all files needed by the Licensee for the same period. If Licensee needs to retain access to records or data for a period longer than one (1) year, in order to transfer data to another system, Azteca will consider reasonable requests to extend beyond one (1) year.

5.8. The parties hereby agree that all provisions which operate to protect the intellectual rights of Azteca Systems shall remain in force should breach or termination of any kind occur.

ARTICLE 6—LIMITED WARRANTIES AND DISCLAIMERS

6.1 Limited Warranties. Except as otherwise provided in this Article 6, Azteca Systems warrants for a period of ninety (90) days from the date Azteca Systems issues the Authorization Code enabling use of Software and that the unmodified Software will substantially conform to the published Documentation under normal use and service.

6.2 Special Disclaimer. CONTENT, DATA, SAMPLES, NEW VERSIONS, HOT FIXES, PATCHES, SERVICE PACKS, UPDATES, UPGRADES, AND ONLINE SERVICES PROVIDED ON A NO-FEE BASIS, AND EVALUATION, TEST AND BETA SOFTWARE ARE DELIVERED "AS IS" WITHOUT WARRANTY OF ANY KIND.

6.3 Internet Disclaimer. THE PARTIES EXPRESSLY ACKNOWLEDGE AND AGREE THAT THE INTERNET IS A NETWORK OF PRIVATE AND PUBLIC NETWORKS AND THAT (i) THE INTERNET IS NOT A SECURE INFRASTRUCTURE, (ii) THE PARTIES HAVE NO CONTROL OVER THE INTERNET, AND (iii) NONE OF THE PARTIES SHALL BE LIABLE FOR DAMAGES UNDER ANY THEORY OF LAW RELATED TO THE PERFORMANCE OR DISCONTINUANCE OF OPERATION OF ANY PORTION OF THE INTERNET OR POSSIBLE REGULATION OF THE INTERNET THAT MIGHT RESTRICT OR PROHIBIT THE OPERATION OF ONLINE SERVICES.

6.4 General Disclaimer. EXCEPT FOR THE ABOVE EXPRESS LIMITED WARRANTIES, AZTECA SYSTEMS DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, SYSTEM INTEGRATION, AND NON-INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS. AZTECA SYSTEMS DOES NOT WARRANT THAT PRODUCTS, MAINTENANCE OR ANY TECHNICAL SUPPORT SERVICES PROVIDED HEREIN WILL MEET LICENSEE'S NEEDS; THAT LICENSEE'S OPERATION OF THE SAME WILL BE UNINTERRUPTED, ERROR FREE, FAULT-TOLERANT, OR FAIL-SAFE; OR THAT ALL NONCONFORMITIES CAN OR WILL BE CORRECTED. PRODUCTS ARE NOT DESIGNED, MANUFACTURED, OR INTENDED FOR USE IN ENVIRONMENTS OR APPLICATIONS THAT MAY LEAD TO DEATH, PERSONAL INJURY, OR PHYSICAL PROPERTY/ENVIRONMENTAL DAMAGE. LICENSEE SHOULD NOT FOLLOW ANY SUGGESTIONS OR INSTRUCTIONS THAT APPEAR TO BE HAZARDOUS, UNSAFE, OR ILLEGAL. ANY SUCH USE SHALL BE AT LICENSEE'S OWN RISK AND COST.

6.5 Exclusive Remedy. Licensee's exclusive remedy and Azteca Systems' entire liability for breach of the limited warranties set forth in this Article 6 shall be limited, at Azteca Systems' sole discretion, to (i) replacement of any defective media; (ii) repair, correction, or a workaround for Software or Online Services subject to the Azteca Systems Maintenance Services and Support Addendum; or (iii) return of the license fees paid by Licensee for the current period, prorated for the current period, for Software or Online Services that do not meet Azteca Systems limited warranty, provided that Licensee uninstalls, removes, and destroys all copies of Software or Documentation; ceases using the Software or Online Services; and executes and delivers evidence of such actions to Azteca Systems.

6.6 If the performance of any obligation under this Agreement is prevented, restricted, or interfered with by reason of fire, flood, earthquake, explosion, or other casualty or accident; strikes or labor disputes; inability to procure delivery of parts, supplies, services, or power; war, threat of actual terrorist act, cyberattack, or other violence; any law order, proclamation, regulation, ordinance, or demand; or any condition whatsoever beyond the reasonable control of the affected party, the party so affected, upon giving prompt notice to the other party, will be provided a temporary extension for a period of time as may be reasonably necessary to allow for such delay, prevention interference, or restriction.

ARTICLE 7—LIMITATION OF LIABILITY

7.1 Disclaimer of Certain Types of Liability. AZTECA SYSTEMS, ITS AUTHORIZED DISTRIBUTOR (IF ANY), AND ITS LICENSORS SHALL NOT BE LIABLE TO LICENSEE FOR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; LOST PROFITS, LOST SALES, OR BUSINESS EXPENDITURES; INVESTMENTS; BUSINESS COMMITMENTS; LOSS OF ANY GOODWILL; OR ANY INDIRECT, SPECIAL,

INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS LICENSE AND MAINTENANCE AGREEMENT OR USE OF PRODUCTS, HOWEVER CAUSED ON ANY THEORY OF LIABILITY, WHETHER OR NOT AZTECA SYSTEMS OR ITS LICENSORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

7.2 General Limitation of Liability. EXCEPT AS PROVIDED IN ARTICLE 8—INFRINGEMENT INDEMNITY, THE TOTAL CUMULATIVE LIABILITY OF AZTECA SYSTEMS AND ITS AUTHORIZED DISTRIBUTOR HEREUNDER, FROM ALL CAUSES OF ACTION OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, BREACH OF WARRANTY, MISREPRESENTATION, OR OTHERWISE, SHALL NOT EXCEED THE FEES ACTUALLY PAID BY LICENSEE DURING THE CURRENT MAINTENANCE AND SUPPORT PERIOD, FOR THE PRODUCTS THAT GIVE RISE TO THE CAUSE OF ACTION.

7.3 Applicability of Disclaimers and Limitations. Licensee agrees that the limitations of liability and disclaimers set forth in this License Agreement will apply regardless of whether Licensee has accepted Products or any other product or service delivered by Azteca Systems. The parties agree that Azteca Systems has set its fees and entered into this License Agreement in reliance on the disclaimers and limitations set forth herein, that the same reflect an allocation of risk between the parties, and that the same form an essential basis of the bargain between the parties. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

THE FOREGOING WARRANTIES, LIMITATIONS, AND EXCLUSIONS MAY NOT BE VALID IN SOME JURISDICTIONS AND APPLY ONLY TO THE EXTENT PERMITTED BY APPLICABLE LAW IN LICENSEE'S JURISDICTION. LICENSEE MAY HAVE ADDITIONAL RIGHTS UNDER LAW THAT MAY NOT BE WAIVED OR DISCLAIMED. AZTECA SYSTEMS DOES NOT SEEK TO LIMIT LICENSEE'S WARRANTY OR REMEDIES TO ANY EXTENT NOT PERMITTED BY LAW.

ARTICLE 8—INFRINGEMENT INDEMNITY

8.1 Azteca Systems shall defend, indemnify as described below, and hold Licensee harmless from and against any loss, liability, cost, or expense, including reasonable attorneys' fees, arising out any claims, actions, or demands by a third party legally alleging that Licensee's licensed use of Software or Online Services infringe a US patent, copyright, or trademark, provided:

- a. Licensee promptly notifies Azteca Systems in writing of the claim;
- b. Licensee provides documents describing the allegations of infringement;
- c. Azteca Systems has sole control of the defense of any action and negotiation related to the defense or settlement of any claim; and
- d. Licensee reasonably cooperates in the defense of the claim at Azteca Systems' request and expense.

8.2 If Software or Online Services are found to infringe a US patent, copyright, or trademark, Azteca Systems, at its own expense, may either (i) obtain rights for Licensee to continue using the Software or Online Services or (ii) modify the allegedly infringing elements of Software or Online Services while maintaining substantially similar functionality. If neither alternative is commercially reasonable, the license shall terminate, and Licensee shall cease accessing infringing Online Services and shall uninstall and return to Azteca Systems any infringing item(s). Azteca Systems entire liability shall then be to indemnify Licensee pursuant to Section 8.1 and refund the unused portion of fees paid, prorated for the current maintenance and support period.

8.3 Azteca Systems shall have no obligation to defend Licensee or to pay any resultant costs, damages, or attorneys' fees for any claims or demands alleging direct or contributory infringement to the extent arising out of (i) the combination or integration of Software or Online Services with a product, process, or system not supplied by Azteca Systems or specified by Azteca Systems in its Documentation; (ii) material alteration of Software or Online Services by anyone other than Azteca Systems or its subcontractors; or (iii) use of Software or Online Services after modifications have been provided by Azteca Systems for avoiding infringement or use after a return is ordered by Azteca Systems under Section 8.2.

8.4 THE FOREGOING STATES THE ENTIRE OBLIGATION OF AZTECA SYSTEMS WITH RESPECT TO

INFRINGEMENT OR ALLEGATION OF INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY.

ARTICLE 9—GENERAL PROVISIONS

9.1 Future Updates. New or updated Products and subscription renewals will be licensed under the then-current Azteca Systems license terms and conditions included with the deliverable Products.

9.2 Export Control Regulations. Licensee expressly acknowledges and agrees that Licensee shall not export, re-export, import, transfer, or release Products, in whole or in part, to (i) any US embargoed country; (ii) any person on the US Treasury Department's list of Specially Designated Nationals; (iii) any person or entity on the US Commerce Department's Denied Persons List, Entity List, or Unverified List; or (iv) any person or entity or into any country where such export, re-export, or import violates any US, local, or other applicable import/export control laws or regulations including, but not limited to, the terms of any import/export license or license exemption and any amendments and supplemental additions to those import/export laws as they may occur from time to time.

9.3 Taxes and Fees, Shipping Charges. License fees quoted to Licensee are exclusive of any and all taxes or fees, including, but not limited to, sales tax, use tax, value-added tax (VAT), customs, duties, or tariffs, and shipping and handling charges.

9.4 No Implied Waivers. The failure of either party to enforce any provision of this License Agreement shall not be deemed a waiver of the provisions or of the right of such party thereafter to enforce that or any other provision.

9.5 Severability. The parties agree that if any provision of this License Agreement is held to be unenforceable for any reason, such provision shall be reformed only to the extent necessary to make the intent of the language enforceable.

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

9.7 Survival of Terms. The provisions of Articles 2, 5, 6, 7, 8, and 9 of this License Agreement, and the provisions of section 4.1 of Addendum 2, shall survive the expiration or termination of this License and Maintenance Agreement.

9.8 Equitable Relief. Licensee agrees that any breach of this License Agreement by Licensee may cause irreparable damage and that, in the event of such breach, in addition to any and all remedies at law, Azteca Systems shall have the right to seek an injunction, specific performance, or other equitable relief in any court of competent jurisdiction without the requirement of posting a bond or proving injury as a condition for relief.

9.9 US Government Licensee. The Products are commercial items, developed at private expense, provided to Licensee under this License Agreement. If Licensee is a US government entity or US government contractor, Azteca Systems licenses Products to Licensee in accordance with this License Agreement under FAR Subparts 12.211/12.212 or DFARS Subpart 227.7202. Azteca Systems Data and Online Services are licensed under the same subpart 227.7202 policy as commercial computer software for acquisitions made under DFARS. The commercial license rights in this License Agreement strictly govern Licensee's use, reproduction, or disclosure of Products. Azteca Systems Software source code is unpublished, and all rights to Products are reserved by Azteca Systems and its licensors. Licensee may transfer Software to any licensed government procuring agency facility to which computer(s) on which Software is installed are transferred. If any court, arbitrator, or board holds that Licensee has greater rights to any portion of Products under applicable public procurement law, such rights shall extend only to the portions affected.

9.10 Governing Law, Disputes, and Arbitration. This License Agreement shall be governed by and construed in accordance with the laws of the State of South Carolina without reference to conflict of laws principles, except

that US federal law shall govern in matters of intellectual property. Except as provided in Section 9.8, any dispute arising out of or relating to this License Agreement or the breach thereof shall be resolved in the following order:

- *Consultation and negotiation in good faith and a spirit of mutual cooperation;*
- Mediation, by a mutually acceptable mediator chosen by the parties, which cost is shared equally;
- If the matter cannot be settled through negotiation or mediation, then it shall be finally settled by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules. Judgment on the award rendered by the arbitrator may be entered in a court of competent jurisdiction. If Licensee is a US government agency, this License Agreement is subject to the Contract Disputes Act of 1978, as amended (41 USC 601-613), in lieu of the arbitration provisions of this clause. This License Agreement shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded.

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

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

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

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

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

AZTECA SYSTEMS, LLC

CITY OF COLUMBIA, SC – (LICENSEE)

By: _____

By: Teresa Wilson

Name: Brian L. Haslam

Name: Teresa Wilson

Title: President - CEO

Title: City Manager

Date: _____

Date: 4/5/2019

APPROVED AS TO FORM

 Legal Department City of Columbia, SC

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

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

Office
Respond
Mobile Native Apps (for iOS/Android)

--Includes the following Add-ons:

Storeroom
Equipment Checkout
Contracts
Cityworks for Excel
Cityworks Analytics for AMS
eURL (Enterprise URL)
Operational Insights
Workload
Web Hooks
CCTV Interface for PACP
MicroPaver Interface
Performance Budgeting
Local Government Templates (LGT)
Use of Cityworks AMS Application Programming Interfaces (APIs) with commercially available Cityworks-centric applications that are licensed and maintained by authorized Cityworks partners
Use of Cityworks AMS Application Programming Interfaces (APIs) with third party system integrations

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

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

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

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

3. Delivery Date/Effective Date of Software

MM/DD/YYYY

01/15/2019

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

Support Period	Date From/To (mm/dd/yyyy)	Amount
Period 1	01/15/2019 – 01/14/2020	\$100,000.00

5. Additional

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

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

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

ADDENDUM #2

STANDARD MAINTENANCE AND SUPPORT

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

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

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

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

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

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

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

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

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

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

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

2. PROCEDURES FOR ACCESSING SUPPORT:

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

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

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

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

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

3. CHARGES/FEEs

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

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

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

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

4. MISCELLANEOUS

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

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

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

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

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

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

Third Party Contractor Name (Print)

By: _____
Authorized Signature

Date: _____



Invoice

Azteca Systems, LLC

11075 South State Street, #24
Sandy, UT 84070
Phone: 801-523-2751 | Fax: 801-523-3734
accountsreceivable@cityworks.com

Date 12/3/2019
Invoice # INV1696
Acct. No. C10087
Due Date 1/2/2020
PO #

Bill To

Columbia (SC), City of
1225 Laruel St
Columbia SC 29201
United States

Ship To

Columbia (SC), City of
United States

Item	Start Date	End Date	Amount
Service Request API License	1/15/2020	1/14/2021	0.00
Work Order API Basic License	1/15/2020	1/14/2021	0.00
Work Order API Extended License	1/15/2020	1/14/2021	0.00
Metrics API License	1/15/2020	1/14/2021	0.00
Document Management API License	1/15/2020	1/14/2021	0.00
Inspection API License	1/15/2020	1/14/2021	0.00
Storeroom ELA License	1/15/2020	1/14/2021	0.00
MicroPaver Interface ELA License	1/15/2020	1/14/2021	0.00
eURL ELA License	1/15/2020	1/14/2021	0.00
Equipment Checkout ELA License	1/15/2020	1/14/2021	0.00
Contracts ELA License	1/15/2020	1/14/2021	0.00
Cityworks for Excel ELA License	1/15/2020	1/14/2021	0.00
AMS Native Mobile Apps ELA License	1/15/2020	1/14/2021	0.00
CCTV Interface for PACP ELA License	1/15/2020	1/14/2021	0.00
AMS Respond ELA License	1/15/2020	1/14/2021	0.00
Server AMS Premium ELA	1/15/2020	1/14/2021	100,000.00
Web Hooks for AMS	1/15/2020	1/14/2021	0.00
Performance Budgeting	1/15/2020	1/14/2021	0.00
Citizen Engagement API License	1/15/2020	1/14/2021	0.00
Operational Insights for AMS	1/15/2020	1/14/2021	0.00
Workload	1/15/2020	1/14/2021	0.00
Cityworks Analytics for AMS	1/15/2020	1/14/2021	0.00

Total 100,000.00
Amount Due \$100,000.00

Remit Payment To:
Azteca Systems, LLC
FEIN: 81-3929341

By Check:
11075 South State Street, #24
Sandy, UT 84070

Electronic Instructions:
Bank: ZB, N.A. dba Zions Bank
Account #: 982578163
ABA/Routing Number: 124000054
SWIFT Code: ZFNBUS55



We Are Columbia

MEETING DATE: March 10, 2020

DEPARTMENT: Procurement and Contracts

FROM: Sandra Wright, Purchasing Agent

SUBJECT: Council is asked to approve a contract for the Emergency Operations Center Generator and Screen Wall - FEMA project, as requested by the Support Services Division. Award to Metro-Dwellings, LLC, a Minority Business Enterprise, in an amount not to exceed \$355,546.43. The vendor is located in Columbia, SC.

REQUISITION NO.: R200920

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: General Capital Projects (4039999-658650-CP105905). The original budget amount is \$461,351.00.

CLEAN WATER 2020?: No

FOCUS AREAS: Innovative & High Quality Municipal Services

This is a FEMA Grant project. The generator will serve as a secondary source of electrical power for the Emergency Operations Center (EOC) located at 1800 Main Street, Columbia SC.

Because this is a FEMA project, there were no OBO Compliance programs associated. There were six (6) responsive and responsible bids submitted under Bid 025-19-20-DS. The total construction time allocated for this project is one hundred eighty (180) consecutive calendar days from the commencement date as defined in the Notice to Proceed.

The project scope of work includes: A new 500kw diesel standby generator, transfer switch, a 3,000 gallon base mounted fuel tank, with a concrete pad and screen wall enclosure.

ATTACHMENTS:

- **#a:** Attachment 1 Contract with Legal Approval (PDF)
- **#b:** Attachment 2 Bid Tab and Page 1 of Solicitation (PDF)
- **#c:** Attachment 3 PM Ltr. of Recommendation (PDF)
- **#d:** Attachment 4 Business Info. Record (PDF)
- **#e:** Attachment 5 Bidder agreement to supply CAT generator as spec'ed in bid (MSG)

Contract

City of Columbia, South Carolina

Emergency Operations Center Generator and Screen Wall - FEMA

BID 025-19-20-DS

This Contract is made by and between City of Columbia, South Carolina, hereinafter called Owner, and **Metro-Dwellings, LLC** with legal address and principal place of business at 141-F Pelham Road 110, Columbia, SC 29209, hereinafter called Contractor. Owner and Contractor in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1. WORK.

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

ARTICLE 2. ENGINEER.

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

ARTICLE 3. CONTRACT TIME.

3.1 The Contract Time shall be **one hundred eighty (180)** consecutive calendar days from the commencement date as defined in the Notice to Proceed (NTP) to fully complete the amount of work herein contemplated.

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

ARTICLE 4. CONTRACT PRICE.

4.1 Owner will pay Contractor for performance of the Work in accordance with the Contract Documents in current funds at the contract price agreed upon in the Contractor's Bid Form attached to this Contract which establishes the contract price as **Three Hundred and Fifty-Five Thousand, Five Hundred Forty-Six Dollars and Forty-Three Cents (\$355,546.43) (which includes the Base Bid of \$317,229.43 and Alternate 1 of \$38,317.00 added).**

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

9.2.8 Drawings, numbered 1 through 11, inclusive and dated September 1, 2019.

9.2.9 Addenda numbers 1 to 2, inclusive.

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

ARTICLE 10. TERMINATION

The City shall, at its sole option and discretion, have the right to terminate this contract for any reason whatsoever by providing the Contractor with a notice of termination to be sent by registered mail, return receipt requested. Whenever the Contractor is terminated for convenience under this clause or is wrongfully terminated under any other clause of this contract, the Contractor shall only be entitled to the actual direct costs of all labor and material expended on the job prior to the effective date of the termination plus 15% or the Contractor shall be entitled to be paid a pro-rate percentage of the total contract price which is equal to its percent of completion, whichever of the two methods provides the lowest sum to be paid to the Contractor. In no event shall the Contractor be entitled to anticipatory profit or damages for any termination under this clause. In no event shall the Contractor be entitled to assert a claim in quantum meruit or any other measure of damages other than that stated herein.

ARTICLE 11. MISCELLANEOUS

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

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

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

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

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

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

Contractor

BY

(CORPORATE SEAL)

Attest

Address for giving notices:

Date: _____

Owner

City of Columbia, SC

BY

Teresa Wilson, City Manager

(CORPORATE SEAL)

Attest

Address for giving notices:

Department of Procurement and Contracts

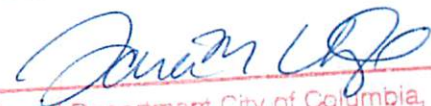
1800 Main Street, 2nd Floor

Columbia, SC 29201

Date: _____

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

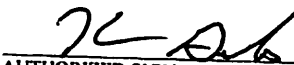

Legal Department City of Columbia, SC

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Event Number	BID025-19-20-DS Addendum 2	Organization	City of Columbia, SC
Event Title	Emergency Operation Center Generator and	Workgroup	Purchasing
Event Description	A non-mandatory but highly recommended	Event Owner	Debbie Scott
Event Type	IFBs	Email	Debbie.Scott@columbiasc.gov
Issue Date	12/20/2019 11:55:09 AM (ET)	Phone	
Close Date	1/24/2020 09:30:00 AM (ET)	Fax	

Responding Supplier	City	State	Response Submitted	Lines Responded	Response Total
Metro-Dwellings, LLC (Kevin Gil	Columbia	SC	1/24/2020 06:15:41 AM (ET)	2	\$355,546.43
Southern Energy Resources LLC	Lexington	SC	1/24/2020 09:27:07 AM (ET)	2	\$404,750.00
Mika Contracting, Inc.	Lexington	SC	1/24/2020 09:03:57 AM (ET)	2	\$460,998.00
PAGE Power Systems, Inc.	Gastonia	NC	1/24/2020 09:00:46 AM (ET)	2	\$548,252.00
Tyler Construction Group Inc	Columbia	SC	1/24/2020 09:13:56 AM (ET)	2	\$585,000.00
AAA Utility and Construction LLC	Columbia	SC	1/24/2020 07:59:11 AM (ET)	2	\$1,196,825.00

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

Submit Responses Online using the City of Columbia's online bidding system, https://columbiasc.ionwave.net Phone Number: (803)545-3470		CITY OF COLUMBIA INVITATION FOR BID BIDDER ACKNOWLEDGEMENT	
Date: December 20, 2019	Bids will be opened at 9:30 A.M. ET on January 16, 2020 and may not be withdrawn within 60 days after such date and time.		BID 025-19-20-DS
Bid Title: Emergency Operation Center Generator and Screen Wall FEMA			Reason For No Bid:
Vendor: Metro-Dwellings, LLC			
Vendor Mailing Address: 141-F Pelham Road 110			
City-State-Zip: Columbia SC 29209			
Telephone No: 803-750-1388			
Fax No: 803-752-0544			
South Carolina General Contractor License Number: G118014			
General Contractor DUNS Number: 047812122			
I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of the bid and certify that I am authorized to submit this bid. In submitting a bid to an agency of the City of Columbia, the bidder offers and agrees that if the bid is accepted, the bidder will convey, sell, assign or transfer to the City of Columbia all rights, title, interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of South Carolina for price fixing relating to the particular commodities or services purchased or acquired by the City of Columbia. At the discretion of the City of Columbia, such assignment shall be made and become effective at the time the purchasing agency tenders final payment to the bidder.  AUTHORIZED SIGNATURE (MANUAL) Principal AUTHORIZED SIGNATURE/TITLE (TYPED) <u>Kevin.Giles@metrodwellingllc.com</u> E-MAIL ADDRESS			
General Conditions			
Electronic Bids: All bids must be submitted online at https://columbiasc.ionwave.net. Bids not submitted on the https://columbiasc.ionwave.net system may be rejected. All bids are subject to the conditions specified herein. Those bids that do not comply with these conditions may be rejected. 1. EXECUTION OF BID: Bid must be submitted online by an authorized representative 2. NO BID: If not submitting a bid, respond by indicating no-bid using https://columbiasc.ionwave.net and explain the reason in the space provided for comments. 3. BID OPENING: Shall be public on the date and at the hour specified on the bid. It is the bidder's responsibility to assure that its bid is submitted. Bids which for any reason are not submitted timely will not be considered. Offers by telegram or telephone are not acceptable. A bid may not be altered after the opening of the bids. NOTE: Bid tabulation will be posted online under the tabulations section of https://columbiasc.ionwave.net. Bid tabulations will not be provided by telephone. 4. PRICES, TERMS, & PAYMENT: Firm prices shall be bid and shall include all packing, handling and shipping or delivery charges. A. Discounts: Bidders may offer a cash discount for prompt payment. However, such discounts shall not be considered in determining the lowest net cost for bid evaluation purposes. Discount time will be computed from the date of satisfactory delivery at place of acceptance or from receipt of correct invoice at the office specified, whichever is later. B. Mistakes: Bidders are expected to examine the specifications, delivery schedule, bid prices and all instructions pertaining to supplies and services. Failure to do so will be at bidder's risk. In case of error calculating extended price, the unit price will govern. C. Condition & Packaging: It is understood and agreed that any item offered or shipped as a result of this bid shall be new (current model at the time of this bid). All containers shall be suitable for storage or shipment, and all prices shall include standard commercial packaging. D. Safety Standards: Unless otherwise stipulated in the bid, all manufactured items and fabricated assemblies shall comply with applicable requirements of the Occupational Safety and Health Act, and any standards there under, as well as bearing Underwriters Laboratories labels where appropriate. E. Invoicing & Payment: The successful bidder shall be paid upon submission of properly certified invoices to the City of Columbia Accounting Division, P.O. Box 147, Columbia, S.C. 29217. The City of Columbia will not pay invoices submitted from a third party. Invoices shall be submitted by the company shown on the Purchase Order. 5. MANUFACTURER'S NAME & APPROVED EQUIVALENTS: Any manufacturer's names, trade names, brand names, information and/or catalogue numbers listed in a specification are for information and are not intended to limit competition. The bidder may offer any brand for which he is an authorized representative, which meets or exceeds the specification for any item(s). If bids are based on equivalent products, indicate on the bid form the manufacturer's name and number. Bidder shall submit with his bid, cuts, sketches and descriptive literature and/or complete specifications. Reference to literature submitted with a previous bid will not satisfy this provision. The bidder shall also explain in detail the reason(s) why the proposed equivalent will meet the specifications and not be considered an exception thereto. The City of Columbia reserves the right to determine acceptance of item(s) as an approved equivalent. Bids, which do not comply with these requirements, are subject to rejection. Bids lacking any written indication of intent to bid an alternate brand will be received and considered in complete compliance with the specifications as listed on the bid form. The Department of Procurement and Contracts is to be notified of any proposed changes in (a) materials used, (b) manufacturing process, or (c) construction. However, changes shall not be binding upon the City unless evidenced by a Change Order issued and signed by the City's Purchasing Agent.			
General Conditions Continued			

Scott, Debbie L

From: Tinsley, Harry N
Sent: Friday, February 14, 2020 10:01 AM
To: Scott, Debbie L
Cc: Cassell, Eric V; Porth, Gary B; Davis, Valeria D; Catoe, Oscar S; Probst, Robert J; Keisler, Kelvin; Cothran, Michael G
Subject: RE: Bid 025 EOC Generator and Screen Wall FEMA

2/14/2020 Kelvin Keisler concurred with recommendation.

Debbie,

I have reviewed the attached Bid Analysis documents for the Generator/Screen Wall Project for 1800 Main.

The apparent low bidder for the project is Metro-Dwellings, LLC.

Emergency Management supports moving forward with the lowest responsible bidder, assuming they have met all project specifications, any other City requirements and Legal review.

Pending final legal review approval, we request the matter be placed on City Council's agenda for approval.

Should you require additional, or have any questions please so advise.

Kindest regards,



We Are Columbia

Harry N. Tinsley, Director
 Emergency Management

1225 Lady Street, Columbia, SC 29201

Phone: 803-545-4296

Fax: 803-255-8115

ColumbiaSC.net

Confidential and Privileged:

Unless otherwise indicated or obvious from the nature of the communication, the information contained herein may be privileged and confidential information/work product. The communication is intended for the use of the individual or entity named above. If the reader of this transmittal is not the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited.

If you have received this communication in error or are not sure whether it is privileged, please immediately notify me by return email and destroy any copies, electronic, paper or otherwise, which you may have of this communication.

Business Information Record for Subconsultants/Subcontractors

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

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

Business Name (as shown on W9 or SAM.gov) / DUNS # & CAGE # (If Applicable)	City of Columbia Vendor Number	Services and/or Materials Provided	Cost of Services and/or Material (\$ Value)	Percentage of Total Contract	MBE, WBE, SBE, DBE, LBE, CDBE (indicate all that apply)	Minority Association Code (If applicable - Use 2 letter Code See Key Below)
Generator Power Systems		Generator	\$122,890.37	38 %	MBE	BM
LC's Electric, Inc		Electrical	\$92,648.40	29 %		
				%		
				%		
				%		
				%		

Key: Minority/Women Owned Business Enterprise Association Code

AF – Asian American Female
BM – African American Male
HM – Hispanic American Male

AM – Asian American Male
FB – Non-Minority Female Owned
NF – Native American Female

BF – African American Female
HF – Hispanic American Female
NM – Native American Male

COMBINED TOTAL SUB AMOUNT: \$ 215,538.77

TOTAL CONTRACT AMOUNT: \$ 317,229.43

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

Business Name: Metro-Dwellings, LLC

Representative Name/Title: Kevin Giles

Date: 01/23/2020

Business Information for Subconsultants/Subcontractors - continued

List information for each Subcontractor or Subconsultant below.

1) Subcontractors Company information (Primary/Main office location)

Generator Power Systems, Inc

Company Name

716 Clearview Terrace

Physical Address

Same as above

Mailing Address

Irmo, South Carolina 29212

City/State Zip Code + 4

(803) 665-7627

Phone number

()

Fax number

Dexter Monroe

Primary Contact Name

Secondary Contact Name

dexter@generatorpowersystemusa.com

Primary Contact Email Address

Secondary Contact Email Address

83-0611753

Federal ID #

Vendor #

2) Subcontractors Company information (Primary/Main office location)

LC's Electric, Inc

Company Name

1609 Johnson Marina Road

Physical Address

Same as Above

Mailing Address

Chapin, South Carolina 29036

City/State Zip Code + 4

(803) 707-9707

Phone number

()

Fax number

Lance Cramer

Primary Contact Name

Secondary Contact Name

lcselectric@yahoo.com

Primary Contact Email Address

Secondary Contact Email Address

26-3166538

Federal ID #

Vendor #

Hammond, Erika

From: Kevin Giles <kevin.giles@metrodwellingllc.com>
Sent: Tuesday, February 11, 2020 3:10 PM
To: Porth, Gary B
Cc: Scott, Debbie L; Dexter Monroe
Subject: Re: [EXTERNAL] Re: Bid 025-19-20-DS Emergency Operations Center Generator and Screen Wall FEMA

Gary,

Yes, we are prepared to offer the CAT unit which was used as the basis of design for our submitted bid price.

Kevin Giles
 General Contractor
 Metro-Dwellings,LLC
 Office:(803)750-1388
 Mobile:(803)767-1824
 Email: Kevin.giles@metrodwellingllc.com
 Web: Metrodwellingllc.com

On Feb 11, 2020, at 11:03 AM, Porth, Gary B <Gary.Porth@columbiasc.gov> wrote:

Mr. Giles,

You indicated in your email that Metro Dwellings, LLC is prepared to offer the Caterpillar unit that was listed as the basis of design in Bid 025-19-20-DS if the City of Columbia decides not to consider the MTU product. I wanted to confirm that you are prepared to offer the Caterpillar unit listed as the basis of design for your submitted bid price of \$317,229.43.

Thanks,

Gary Porth

<image001.png>

Gary B. Porth
 Construction Procurement Manager
 Department of Procurement and Contracts
 City of Columbia
 1800 Main Street, Room 211
 Columbia, SC 29201

Office (803) 545-3241
 Cell (803) 904-3619
 gary.porth@columbiasc.gov

From: Kevin Giles [mailto:kevin.giles@metrodwellingllc.com]
Sent: Tuesday, February 11, 2020 10:38 AM
To: Porth, Gary B <Gary.Porth@columbiasc.gov>
Cc: Dexter Monroe <dexter@generatorpowersystemsusa.com>
Subject: Re: [EXTERNAL] Re: Bid 025-19-20-DS Emergency Operations Center Generator and Screen Wall FEMA

Gary,

As I stated in my prior email to you, we are prepared to offer the Caterpillar unit that was listed as the basis of design if the City of Columbia decides not to consider the MTU product. We are ready to move forward. Please let us know when you are ready for the generator submittals.

Thanks for your time and consideration.

Kevin Giles
 General Contractor
 Metro-Dwellings, LLC
kevin.giles@metrodwellingllc.com
 Office: (803)750-1388
 Mobile: (803)767-1824

On Feb 10, 2020, at 6:40 PM, Porth, Gary B <Gary.Porth@columbiasc.gov> wrote:

Mr. Giles,

I received your email indicating the intention of Metro Dwellings, LLC to offer the substitution of an 'equal' product manufactured by MTU Onsite Energy for the generator required for Bid 025-19-20-DS Emergency Operations Center Generator and Screen Wall. The City will only accept a generator as described in the Electrical Specifications Part 2.01 Manufacturers on Pages 69-70 as indicated below. I also call your attention to Item C and Item D below dealing with substitutions. As noted, any substitution required the prior approval of the Engineer. We have no record of a request for a substitution from Metro Dwellings, LLC prior to the bid opening.

PART 2 PRODUCTS

2.01 MANUFACTURERS

- A. Packaged Engine Generator Set - Basis of Design: Caterpillar as indicated under product description below; www.cat.com.
- B. Packaged Engine Generator Set - Other Acceptable Manufacturers:
 - 1. Cummins Power Generation Inc: www.cumminspower.com/#sle.
 - 2. Kohler Co: www.kohlerpower.com/#sle.
- C. Substitutions: See Section 01 6000 - Product Requirements.
- D. Products other than basis of design are subject to compliance with specified requirements and prior approval of Engineer. By using products other than basis of design, Contractor accepts responsibility for costs associated with any necessary modifications to related work, including any design fees.
- E. Source Limitations: Furnish engine generator sets and associated components and accessories produced by a single manufacturer and obtained from a single supplier unless other noted. The supplier shall be the manufacturer's authorized distributor.

Please indicate by your response to this email whether or not you will adhere to the specifications that were a part of this solicitation concerning the acceptable manufacturer(s) for the specified generator along with the other specifications for this project. I will need your response no later than 5:00 P.M. on February 11, 2020.

Regards,

Gary Porth

<image001.png>

Gary B. Porth
Construction Procurement Manager
Department of Procurement and Contracts
City of Columbia
1800 Main Street, Room 211
Columbia, SC 29201

Office (803) 545-3241
Cell (803) 904-3619
gary.porth@columbiasc.gov

From: Kevin Giles [<mailto:kevin.giles@metrodwellingllc.com>]
Sent: Thursday, February 6, 2020 10:11 AM
To: Porth, Gary B <Gary.Porth@columbiasc.gov>
Cc: Dexter Monroe <dexter@generatorpowersystemsusa.com>
Subject: [EXTERNAL] Re: Bid 025-19-20-DS Emergency Operations Center Generator and Screen Wall FEMA

CAUTION: This email originated outside of the organization. Do not click links or open attachments from unknown senders or suspicious emails. Never enter a username or password on a site that you did not knowingly access.

Gary,

Our intention is to offer the substitution of an 'equal' product, manufactured by MTU Onsite Energy, in accordance with the City of Columbia's Engineering Regulations 15.28.2. This MTU product, a Rolls-Royce solution, performs the functions and achieves the results called for in the plans and the design. The product is similar in substance and is suited for the same conditions as those listed in the basis of design. We have attached an overview of the product for your initial review and we will readily send over a detailed submittal package at the Engineer's request. We offer this approach based on Good Faith Effort on behalf of the City, the Engineer and the best interest of the project.

Let's have a meeting to go into further discussion on this matter and determine if this substitution will be acceptable in the judgment of the engineer. This will

allow all of the parties to fully explore the proposed benefits of the MTU product. If the City of Columbia decides not to accept the MTU product, we can offer the Caterpillar product as an alternative.

Best Regards,

Kevin Giles
General Contractor
Metro-Dwellings, LLC
kevin.giles@metrodwellingsllc.com
Office: (803)750-1388
Mobile: (803)767-1824

On Feb 5, 2020, at 1:54 PM, Porth, Gary B
<Gary.Porth@columbiasc.gov> wrote:

Mr. Giles,

I wanted to verify that the generator that you submitted a bid on for the above referenced project was either a Caterpillar, Cummins or Kohler as specified in the Electrical Specifications that were a part of this bid.

Please confirm by your response to this email.

Let me know if you have any questions.

Regards,

Gary Porth

<image001.png>

Gary B. Porth
Construction Procurement Manager
Department of Procurement and Contracts
City of Columbia
1800 Main Street, Room 211
Columbia, SC 29201

Office (803) 545-3241
Cell (803) 904-3619
gary.porth@columbiasc.gov

City of Columbia E-Mail Address Change Notice:

The City of Columbia will be updating our e-mail address format and moving from columbiasc.net to columbiasc.gov. Please make note and update contact information accordingly.



We Are Columbia

MEETING DATE: March 10, 2020

DEPARTMENT: Procurement and Contracts

FROM: Sandra Wright, Purchasing Agent

SUBJECT: Council is asked to approve the purchase of two 2020 Ford Rangers for the Wastewater Maintenance Division, as requested by the Fleet Services Division. Award to Vic Bailey Ford, Inc., using the SC State Contract, in the amount of \$60,178.00. This vendor is located in Spartanburg, SC.

REQUISITION NO.: R203320

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: Utilities - Wastewater Maint. - Auto, Trucks, Heavy Equip - Capital (5516205-658500). The original budget amount is \$60,178.00.

CLEAN WATER 2020?: No

FOCUS AREAS: Innovative & High Quality Municipal Services

We respectfully request Council's approval for this purchase using the SC State Contract #4400022488 Vendor, Vic Bailey Ford, Inc., at the following cost plus sales tax.

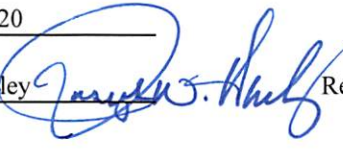
Two (2) 2020 Ford Ranger Extended Cab 4x4	
Base Price	\$44,506.00
4x4 Option	\$9,530.00
Spray in Bedliner	\$900.00
Crew Cab	\$2,738.00
Securable Folding Bedcover	\$1,504.00
SC State Taxes	\$1,000.00
PO Total	\$60,178.00

Sec. 2-204.-Item (9) - 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: When purchasing through state contracts.

ATTACHMENTS:

- **#a:** SC State Contract 4400022488 (PDF)

Department of Utilities & Engineering
Wastewater Division (UEWW)

Date: January 27, 2020 Priority: 1st
 Requestor: Joseph W. Harley  Requisition # R203320
 Approval: _____ P.O. # _____

Type of Request*click all that apply*

Cost Account Number: 658500 AUTOS & TRUCKS

Qty	Unit	Price	Totals	Complete Description
2	Each	\$ 22,253.00	\$44,506.00	Ford Ranger R1E 4x4 Crew cab
2	Each	\$ 4,765.00	\$9,530.00	4x4 option
2	Each	\$ 450.00	\$900.00	Bedliner- Spray-in
2	Each	\$ 1,369.00	\$2,738.00	Crew-cab
2	Each	\$ 752.00	\$1,504.00	Secureable Folding Bedcover
2	Each	\$ 20.00	\$40.00	Delivery Fee
2	Each	\$ 288.00	\$576.00	Power locks and Windows

VENDOR Vic Bailey Ford.

Contact: David Vetter

Phone: 864.585.3600

Fax: 864.594.6802

End User: Wastewater Maintenance

Subtotal:	\$59,794.00
Sales Tax:	\$1,000.00
Shipping & Handling:	\$0.00
Total Cost:	<u>\$60,794.00</u>

Justification: Vehicles for New Rehab Inspectors

DeAna Reed-Sharpe, Procurement Manager
 Phone: (803)896-6389
 Email: drsharpe@mmo.sc.gov

Materials Management Office
 1201 Main Street, Suite 600
 Columbia, South Carolina 29201

Page: 2
 Date: 11/1/2019

PU-1G: Gasoline, Compact Pickup, King/Extended Cab, 4x2 **w/4x4 Option**

Contract Number: 4400022488

Contractor: Vic Bailey Ford, Inc.

Initial Contract Term: 11/1/2019 - 10/31/2020

Address: PO Box 3568 Spartanburg, SC 29304

Contract Rollover Dates: TBD - TBD

Vendor #: 7000079092

Order Cutoff Date: **TBD**

Contact: David Vetter

Model: Ford Ranger R1E

Email: dvetter@vicbaileyauto.com

Commodity Code: 07202

Telephone: 864-585-3600

Delivery Days ARO: 90

Fax: 864-594-6802

BASE PRICE **\$22,253.00**

*Click on the link above for an itemized listing of items included in the base price.

Optional Additions

✓ 4x2 to 4x4 (State Standard Spec)	\$4,765.00
Auxiliary Power Connection (Standard State Spec)	\$160.00
Auxiliary Power Outlet	Standard
✓ Bedliner - Spray-In	\$450.00
Buetooth/Hands Free Calling	Standard
✓ From Extended Cab to Crew Cab	\$1,369.00
Privacy Glass (State Standard Spec)	\$128.00
✓ Securable Folding Bedcover	\$752.00

Optional Deductions

✓ Vehicle Delivery Fee	\$20.00
✓ Power Locks & Windows to Manual	\$288.00

Delivery Information

Distance from Dealership to SFM Delivery Point	10
Delivery price per mile in excess of the miles above	\$2.00

[Return to Index](#)



We Are Columbia

MEETING DATE: March 10, 2020

DEPARTMENT: Procurement and Contracts

FROM: Sandra Wright, Purchasing Agent

SUBJECT: Council is asked to approve the purchase of two Ford F250 Trucks for the Metro Wastewater Treatment Plant, as requested by the Fleet Services Division. Award to Vic Bailey Ford, Inc., using the SC State Contract, in the amount of \$63,488.00. This vendor is located in Spartanburg, SC.

REQUISITION NO.: R203385

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: Utilities - Metro Wastewater Plt. - Auto, Trucks, Heavy Equip - Capital (5516208-658500). The original budget amount is \$63,488.00.

CLEAN WATER 2020?: No

FOCUS AREAS: Innovative & High Quality Municipal Services

We respectfully request Council's approval for this purchase using the SC State Contract #4400022492 Vendor, Vic Bailey Ford, Inc., at the following cost plus sales tax.

Two (2) 2020 Ford F250 Trucks	
Base Price	\$53,854.00
4x4 Option	\$6,632.00
Spray in Bedliner	\$900.00
Auxiliary Power Connection	\$320.00
Positive Traction/Limited Slip Rearend	\$782.00
SC State Taxes	\$1,000.00
PO Total	\$63,488.00

Sec. 2-204.-Item (9) - 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: When purchasing through state contracts.

ATTACHMENTS:

- **#a:** SC State Contract 4400022492 (PDF)

R203385

DeAna Reed-Sharpe, Procurement Manager
 Phone: (803)896-6389
 Email: drsharpe@mmo.sc.gov

Materials Management Office
 1201 Main Street, Suite 600
 Columbia, South Carolina 29201

Page: 8
 Date: 11/1/2019

**PU-7: Flex Fuel, Crew Cab, 3/4 Ton Pickup, Approx 6.25ft.
 Body/Box, Single Rear Wheel, 4x2/4x4**

<u>Contract Number:</u>	4400022492	<u>Contractor:</u>	Vic Bailey Ford, Inc.
<u>Initial Contract Term:</u>	11/1/2019 10/31/2020	<u>Address:</u>	PO Box 3568 Spartanburg, SC 29304
<u>Contract Rollover Dates:</u>	TBD TBD	<u>Vendor #:</u>	7000079092
<u>Order Cutoff Date:</u>	TBD	<u>Contact:</u>	David Vetter
<u>Model:</u>	Ford F250 W2A	<u>Email:</u>	dvetter@vicbaileyauto.com
<u>Commodity Code:</u>	07202	<u>Telephone:</u>	864-585-3600
<u>Delivery Days ARO:</u>	90	<u>Fax:</u>	864-594-6802

BASE PRICE \$26,927.00

*Click on the link above for an itemized listing of items included in the base price.

Optional Additions

4x4 Package (State Standard Spec)	\$3,316.00
Auxiliary Power Connection (Standard State Spec)	\$160.00
Auxiliary Power Outlet	Standard
Bluetooth/Hand Free Calling	Standard
From Short Bed to Long Bed (8ft)	\$194.00
Positive Traction/Limited Slip Rearend	\$391.00
Privacy Glass (State Standard Spec)	\$91.00
Bedliner - Spray-In	\$450.00
Winch-State Standard Spec	\$2,162.00

Optional Deductions

Vehicle Delivery Fee	\$20.00
Power Locks & Windows to Manual	\$970.00
Deduct from All-terrain to All-Season/Street Tires	\$130.00

Only available when 4x4 Option is selected

Delivery Information

Distance from Dealership to SFM Delivery Point	10
Delivery price per mile in excess of the miles above	\$2.00

[Return to Index](#)

VIC BAILEY FORD

David Vetter 864.585.3600 or 800.922.1365

2020 FORD F250**PU -7: Truck, Pick Up, 4x2, 3/4 Ton, Crew Cab, 6.75' Body****Contract #: 4400022492****Standard Equipment Included:**

6.2L V-8 Engine

Automatic Transmission

A/C

AM/ FM Radio

160" Wheel Base 6.75' Bed

Cruise Control

Power Steering

Power Brakes

Power Windows and Door Locks

Vinyl 40/20/40 Bench Seat

Heavy Duty Vinyl Floor

SC STATE CONTRACT PRICE:**\$26,927.00**

18B Factory Installed Cab Steps (Super Cab and Crew Cab)

\$445.00

F250 Crew Cab 4x4 6.75' Bed

\$3,316.00

Auxiliary Power Connection

\$160.00

IMF (Sales Tax)

\$500.00

TOTAL SC STATE CONTRACT PRICE:**\$31,348.00****ADDITIONAL AVAILABLE FACTORY INSTALLED OPTIONS:**

XLT Upgrade for Crew Cab Models

\$4,857.00

99T 6.7L Diesel Engine

\$10,506.00

99N 7.3L V-8 Gas Engine

\$2,047.00

X3E 3.73 Limited Slip Rear Axle (Gas Engine Only)

\$391.00

X4M 4.30 Limited Slip Rear Axle (Gas Engine Only)

\$391.00

X4J 3.55 Limited Slip Rear Axle (7.3L V-8 Gas Engine Only)

\$391.00

X3H 3.31 Limited Slip Rear Axle (Diesel Engine Only)

\$391.00

TBM LT245/75R17 All Terrain Tires

\$168.00

TCD LT265/70R17 All Terrain Tires

\$461.00

18B Factory Installed Cab Steps (Super Cab and Crew Cab)

\$445.00

592 Roof Clearance Lights

\$81.00

41H Engine Block Heater

\$76.00

17X FX4 4x4 Off Road Package -Requires Limited Slip and All Terrain Tires

\$300.00

66S Upfitter Switches (Diesel Engine Requires Dual Alternators or 200 Amp Alternator Upgrade)

\$168.00

76R Reverse Vehicle Aid Sensor

\$248.00

871 Rear View Camera System - Pick Up Bed Models

Included

41P Skid Plate Package (4x4 Only)

\$103.00

67E Extra Heavy Duty Alternator (Gas Engines Only)

\$87.00

473 Snow Plow Package

\$87.00

525 Delete Cruise Control w/ Tilt Steering

-\$188.00 (Deduct)

67H Heavy Service Suspension Package

\$127.00

Trailer Tow Package w/ Class V Hitch

\$26.00

52B Tow Command Integrated Trailer Brake Controller

\$274.00

62R Transmission Power Take-Off (Available w/ Diesel Engine Only)

\$283.00

85G Tailgate Step

\$380.00

85B Stowable Bed Extender

\$255.00

86# Engine Idle Shutdown (Diesel Engine Only - Specify 5, 10, 15 or 20 Minutes)

\$255.00

98R Operator Commanded Regeneration (Diesel Engine Only)

\$255.00

61N Wheel Well Liner - Front

\$182.00

61M Wheel Well Liner - Rear

\$182.00

61N Wheel Well Liner - Front and Rear

\$326.00

76S Remote Start

\$198.00

535 Max Trailer Tow Package (Requires Diesel Engine and 52B Trailer Brake Controller)

\$1,131.00

61S/ Front and Rear Splash Guards

\$131.00

43C 110V/400W Outlet

\$76.00

86M Dual Batteries (Gas Engine Only)

\$2

52R	Stowable Bed Ramps			\$704.00	13.a
67B	Dual Extra Heavy Duty Alternator (Diesel Engine Only)			\$116.00	
924/	Privacy Glass			\$91.00	
18A	Upfitter Interface Module			\$300.00	
585	SYNC - Handsfree Voice Communication (Includes AM/FM w/ MP3 Player)			\$558.00	
15J	Gooseneck Hitch Kit			\$630.00	
15L	5th Wheel Hitch Kit - 18000lbs			\$1,484.00	
15W	Gooseneck/5th Wheel Prep Kit			\$376.00	
76C	Exterior Back Up Alarm/Chime			\$141.00	
90L	Delete Power Equipment Group (Regular Cab & Super Cab Models Only)			-\$728.00	(Deduct)
17F	XL Décor Group			\$224.00	
96V	XL Value Package			\$730.00	
942	Daytime Running Lights			\$46.00	
17S	STX Appearance Package			\$1,711.00	
	Seating Options - XL Package - Crew Cab Models:				
AS	Vinyl 40/20/40 Bench Seat			Standard	
LS	Vinyl 40/Mini-Console/40 Seats			\$360.00	
1S	Cloth 40/20/40 Bench Seat			\$318.00	
4S	Cloth 40/Mini-Console/Cloth 40 Front Seat			\$622.00	
	Seating Options - XLT Package - Crew Cab Models:				
3S	Cloth 40/20/40 Bench Seat			Standard	
2S	Cloth 40/Console/Cloth 40 Front Seat			\$956.00	
	After Market Installed Options:				
	Bedliner (Drop-In)			\$259.00	
	Bedliner (Spray-In)			\$450.00	
	Bed Mat			\$195.00	
	Fiberglass Camper Top w/ Side and Rear Door Glass			\$1,850.00	
	Fiberglass Bed Cover (Tonneau Cover)			\$1,450.00	
	Warn 12000lb Winch & Black Grill Guard			\$2,162.00	
	Warn Brush Guard for Winch			\$400.00	
	2" Ball, Receiver Tube and Pin for Frame Mounted Hitch			\$45.00	
	3 - Ball Hitch			\$125.00	
	Combo Ball and Pintle Hook			\$165.00	
	Adrian Single Lid Cross Box			\$695.00	
	Adrian Cross Box & Side Mounted Tool Boxes			\$1,985.00	
	4-Corner Flashing Strobe System (LED Lights)			\$595.00	
	LED Mini-Light Bar (Amber/Clear) Roof Mounted w/ 4-Corner LED Strobes			\$925.00	
	Decals and Markings			Call for Pricing	
	Adrian Steel SB Series Cab Over Ladder Rack (Painted Black)			\$1,150.00	
	FMVSS Safety Kit (Fire Ext., Triangle and First Aid Kit)			\$95.00	
	1000lb Tommy Gate Installed			\$2,495.00	
	1300lb Tommy Gate Installed			\$2,695.00	



We Are Columbia

MEETING DATE: March 10, 2020

DEPARTMENT: Procurement and Contracts

FROM: Sandra Wright, Purchasing Agent

SUBJECT: Council is asked to approve the purchase of a Backhoe for the Street Division, as requested by the Fleet Services Division. Award to Company Wrench, LTD, using the SC State Contract, in the amount of \$87,053.35. This vendor is located in Lexington, SC.

REQUISITION NO.: R202363

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: Streets - Storm Drains - Auto, Trucks, Heavy Equipment - Capital (5534203-658500). The original budget amount is \$100,000.00.

CLEAN WATER 2020?: No

FOCUS AREAS: Economic Prosperity - Endless Possibilities

We respectfully request Council's approval for this purchase using the SC State Contract #4400020422 Vendor, Company Wrench, LTD, at the following cost plus sales tax.

One JCB Backhoe	
Base Price	\$82,963.96
Delete GP Loader Bucket	(\$1,793.00)
MP Loader Bucket	\$4,625.00
Hydraulics	\$757.39
SC State Taxes	\$500.00
PO Total	\$87,053.00

Sec. 2-204.-Item (9) - 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: When purchasing through state contracts.

ATTACHMENTS:

- **#a:** R202363 Quote (PDF)
- **#b:** Backhoes Loaders motorgraders SEPT 19 2019 (PDF)



COMPANY
WRENCH



Product Quotation

Prepared For:
Marlon Epps

City of Columbia
Columbia SC 29203



Prepared By:
Roger Ward
Company Wrench JCB
Lexington SC 29072
mobile:

Image is for indicative purpose only and may not represent exact equipment being quoted


**COMPANY
WRENCH**


Standard Equipment

Standard Equipment and Features & Benefits related to this product are subject to change without notice

SAFETY and SECURITY

Two post Roll Over Protective Structure (ROPS), Falling Objects Protective Structure (FOPS) and retractable seat belt. Equipped with independent park brake and loader service strut. Rear boom lock activated from operator's compartment; boom swing lock. Vandalism protection with key lock-able cab, hydraulic fill, fuel cap. All locks with the exception of the Diesel Exhaust Fluid (DEF) tank operate with ignition key. Front and rear horn buttons. Automatic backup alarm.

ENGINE

109 HP Gross, turbocharged, water-cooled, 4 cylinder, direct injection diesel. Tier 4 Final compliant engine with Selective Catalytic Reduction (SCR) and 5 gallon DEF tank. Hand and foot throttle. Selective Full flow pressure engine oil lubrication with spin on filter cartridge. Air to fluid coolers. Separately serviceable radiator, hydraulic and transmission oil coolers. Two stage fuel filtering system utilizing a water/sediment separator and spin-on type filter element. Dual element air filter, dry type with cleanable outer element, replaceable inner element and under hood pre-cleaner.

TRANSMISSION

Separate unit mounted to engine containing torque converter and all transmission components. Pressure lubrication with spin on filter. Electrically operated Fwd / Rev lever on steering column. Electrically operated transmission disconnect on gear shift and loader levers. Powershift gear selection with 4 Fwd / 4 Rev speeds.

FRONT AXLE

4WD - Industrial duty JCB Max-Trac torque proportioning, outboard Planetary reduction axle, 4WD shift-on-the-go; steering cylinder located behind front axle.

REAR AXLE

Separate, rigidly mounted to mainframe and connected to transmission via drive shaft. Heavy duty double reduction, outboard Planetary gear final reduction. Limited slip differential to provide auto-matic equalization of wheel spin under conditions of unequal footing.

BRAKES

Sealed wet multiple disc. Brake pedals can be independently operated or locked together. Power assisted, hydraulic brakes. Independent over center actuation, park brake. Transmission shifts to neutral when park brake is activated. 4 wheel braking in 2 wheel drive activated by switch.

STEERING

Hydrostatic power, with priority valve. Three steering wheel turns (lock to lock). Unbraked turning circle - 26 ft 5 in.

BACKHOE AND MAINFRAME

Unitized, one piece heavy duty mainframe with integral backhoe. Sealed swing post pins and swing cylinder pins, 2 in top and bottom rear frame plates (centermount). Fabricated boom and dipper. SAE maximum dig depth: Extra dig dipper - 16 ft 3 in - 20 ft 1 in. EasyControl backhoe controls. Fabricated stabilizer legs with anti-drift valves. 11,000 lbs lifting hook as standard.

LOADER

Equipped with integrally mounted front end loader using two lift cylinderinders and two bucket dump cylinderinders. Parallel lift standard during loader raise and lower functions. Dump height: 9 ft 0 in. Bucket return-to-dig and third spool loader valve standard. Dump reach at full height - 32 in. Auto Smooth Ride System (AutoSRS). Front bumper protection fitted as standard.




**COMPANY
WRENCH**


Standard Equipment

ELECTRICAL SYSTEM

12 volt system with 150 amp alternator Standard Wiring harness and outside cab connectors meet IP69 standard for protection against ingress of dust, and pressure spray of 4.23 gpm at 1450 psi. Inside cab connectors meet IP67 standard for protection against ingress of dust, and water when submerged. Single, maintenance free battery rated at 900 cold cranking amps. Four halogen work lights in front and four separate halogen work lights in the rear. Stop lights, turn signals, and four way hazards standard. Backlit gauges and readouts consisting of a tachometer, fuel gauge, engine coolant temperature gauge, digital hour meter and digital clock. Light and alarm for battery charge condition, coolant temp., engine oil pressure, transmission oil pressure, transmission oil temp., air cleaner restriction, water in fuel indicator, and park brake engaged. Light indicators for hazard flashers on, turn signals, steering mode, and lights on. 12 volt outlet for powered accessories. Common fuses and relays located in an easy access panel. Main circuit breakers at battery positive terminal for added circuit protection. Battery ISOLator fitted as standard.

OPERATORS ENVIRONMENT

Suspension seat with adjustments for weight, seat angle, and back angle. Armrests and retractable seat belt standard. Two door entry with deluxe trim. Composite sure grip molded floor, tilt steering column, front windshield with 2 speed plus intermittent wiper and washer, interior rear view mirror, pre-wired for beacon, cup holders, storage compartment. Cab includes door ajar stays, 14 adj. vents, operable side windows, one piece rear window with wiper and washer that acts as a shield during inclement weather, heater with defogger vents, and radio pre-wire with speakers in-cabs. AutoTHROTTLE returns engine speed to pre-set hand throttle position when work is resumed. AutoDRIVE provides cruise control-type characteristics during roading. Advanced Easy Controls and Easy Controls only: AutoSTABILIZERS and AutoBOOMLOCK.

SERVICEABILITY AND MAINTENANCE

Ground level check for engine and transmission oil, brake fluid, engine coolant, and windshield washer levels. Ground level top off of engine oil, transmission oil, hydraulic fluid, brake fluid, fuel, and engine coolant. Tilt engine hood and lockable front grill. 15 second engine manifold preheat (activated through ignition switch). 40 gallon fuel tank. 20 gallon hydraulic tank with 5 micron filter. 500 hour engine oil and filter service interval. 1000 hour DEF filter interval. 1000 hour transmission oil and 500 hour transmission filter service interval. 2000 hour hydraulic oil and 500 hour hydraulic filter service interval. External Toolbox. AutoCHECK automatically performs daily under hood maintenance checks on 'key on'

TELEMATICS

JCB Livelink telematics. Monitored and managed remotely via a PC or Smartphone. Two year subscription. Real time reporting of machine hours, routine maintenance alerts, location, critical health alerts, fuel level/consumption and work cycle information. Ability to set machine geo-fences and curfews for improved security.

HYDRAULIC SYSTEM

Closed center system, variable displacement piston pump, engine driven, 44 gpm at 3650 psi. Separate oil reservoir not shared with other systems, externally mounted to mainframe for ground level servicing. Abrasion protection of valve to boom hoses. Hoses have burst pressure of 4 times working pressure. Structural steel pipes to withstand minor impacts. Auto Idle reduces engine speed when no hydraulic functions are requested.




**COMPANY
WRENCH**


Features and Benefits

Standard Equipment and Features & Benefits related to this product are subject to change without notice

SAFETY AND SECURITY

Two post Roll Over Protective Structure (ROPS), Falling Objects Protective Structure (FOPS) and retractable seat belt. Equipped with independent park brake and loader service strut. Rear boom lock activated from operator's compartment; boom swing lock. Vandalism protection with key lock- able cab, hydraulic fill, fuel cap. All locks with the exception of the Diesel Exhaust Fluid (DEF) tank operate with ignition key. Front and rear horn buttons. Automatic backup alarm.

FRONT AXLE

4WD - Industrial duty JCB Max-Trac torque proportioning, outboard planetary reduction axle, 4WD shift-on-the-go; steering cylinder located behind front axle.

ENGINE

109HP gross, turbocharged, water-cooled, 4 cyl, direct injection diesel. T4F compliant engine with Selective Catalytic Reduction (SCR) and 5 gallon DEF tank. Hand and foot throttle. Selective Full flow pressure engine oil lubrication with spin-on filter cartridge. Air to fluid coolers. Separately serviceable radiator, hydraulic and transmission oil coolers. Two stage fuel filtering system utilizing a water/sediment separator and spin-on type filter element. Dual element air filter, dry type with cleanable outer element, replaceable inner element and under hood pre-cleaner.

TRANSMISSION

Separate unit mounted to engine containing torque converter and all transmission components. Pressure lubrication with spin on filter. Electrically operated Fwd / Rev lever on steering column. Electrically operated transmission. Disconnect on gear shift and loader levers. Powershift gear selection with 4 Fwd / 4 Rev speeds.

REAR AXLE

Separate, rigidly mounted to mainframe and connected to transmission via drive shaft. Heavy duty double reduction, outboard planetary gear final reduction. Limited slip differential to provide auto- matic equalization of wheel spin under conditions of unequal footing.

BRAKES

Sealed wet multiple disc. Brake pedals can be independently operated or locked together. Power assisted, hydraulic brakes. Independent over center actuation, park brake. Transmission shifts to neutral when park brake is activated. 4 wheel braking in 2 wheel drive activated by switch.

STEERING

Hydrostatic power, with priority valve. Three steering wheel turns (lock to lock). Unbraked turning circle - 26' 5".




**COMPANY
WRENCH**


Features and Benefits

ELECTRICAL SYSTEM

12 volt system with 150 amp alternator std. Wiring harness and outside cab connectors meet IP69 standard for protection against ingress of dust, and pressure spray of 4.23 gpm at 1450 psi. Inside cab connectors meet IP67 standard for protection against ingress of dust, and water when submerged. Single, maintenance free battery rated at 900 cold cranking amps. Four halogen work lights in front and four separate halogen work lights in the rear. Stop lights, turn signals, and four way hazards standard. Backlit gauges and readouts consisting of a tachometer, fuel gauge, engine coolant temperature gauge, digital hour meter and digital clock. Light and alarm for battery charge condition, coolant temp., engine oil pressure, transmission oil pressure, transmission oil temp., air cleaner restriction, water in fuel indicator, and park brake engaged. Light indicators for hazard flashers on, turn signals, steering mode, and lights on. 12 volt outlet for powered accessories. Common fuses and relays located in an easy access panel. Main circuit breakers at battery positive terminal for added circuit protection. Battery Isolator fitted as standard.

SERVICEABILITY AND MAINTENANCE

Ground level check for engine and transmission oil, brake fluid, engine coolant, and windshield washer levels. Ground level top off of engine oil, transmission oil, hydraulic fluid, brake fluid, fuel, and engine coolant. Tilt engine hood and lockable front grill. 15 second engine manifold preheat (activated through ignition switch). 40 gallon fuel tank. 20 gallon hydraulic tank with 5 micron filter. 500 hour engine oil and filter service interval. 1000 hour DEF filter interval. 1000 hour transmission oil and 500 hour transmission filter service interval. 2000 hour hydraulic oil and 500 hour hydraulic filter service interval. External Toolbox. AutoCHECK automatically performs daily under hood maintenance checks on 'key on'

TELEMATICS

JCB Liveline telematics. Monitored and managed remotely via a PC or Smartphone. Two year subscription. Real time reporting of machine hours, routine maintenance alerts, location, critical health alerts, fuel level/consumption and work cycle information. Ability to set machine geofences and curfews for improved security.

BACKHOE AND MAINFRAME

Unitized, one piece heavy duty mainframe with integral backhoe. Sealed swing post pins and swing cylinder pins, 2" top and bottom rear frame plates (centermount). Fabricated boom and dipper. SAE maximum dig depth: Extradig dipper - 16' 3" - 20' 1". EasyControl backhoe controls. Fabricated stabilizer legs with anti-drift valves. 11,000 lb. lifting hook as standard.





COMPANY
WRENCH



Features and Benefits

LOADER

Equipped with integrally mounted front end loader using two lift cylinders and two bucket dump cylinders. Parallel lift standard during loader raise and lower functions. Dump height: 9' 0". Bucket return-to-dig and third spool loader valve standard. Dump reach at full height - 32". Auto Smooth Ride System (AutoSRS). Front bumper protection fitted as standard.

OPERATORS ENVIRONMENT

Suspension seat with adjustments for weight, seat angle, and back angle. Armrests and retractable seat belt standard. Two door entry with deluxe trim. Composite sure grip molded floor, tilt steering column, front windshield with 2 speed plus intermittent wiper and washer, interior rear view mirror, pre-wired for beacon, cup holders, storage compartment. Cab includes door ajar stays, 14 adj. vents, operable side windows, one piece rear window with wiper and washer that acts as a shield during inclement weather, heater with defogger vents, and radio pre-wire with speakers in-cabs. AutoTHROTTLE returns engine speed to pre-set hand throttle position when work is resumed. AutoDRIVE provides cruise control-type characteristics during roading. Advanced Easy Controls and Easy Controls only: AutoSTABILIZERS and AutoBOOMLOCK.

HYDRAULIC SYSTEM

Open center system, variable displacement piston pump, engine driven, 44 gpm @ 3650 psi. Separate oil reservoir not shared with other systems, externally mounted to mainframe for ground level servicing. Abrasion protection of valve to boom hoses. Hoses have burst pressure of 4 times working pressure. Structural steel pipes to withstand minor impacts. Auto Idle reduces engine speed when no hydraulic functions are requested.

JCB EcoMAX 4.4L Turbocharged

No DPF or after treatment keeping servicing cost low and downtime minimal but still providing high levels of torque

Low cost increased efficiency

Fuel efficient JCB engine provides high torque at low revs enabling high a breakout force at the same rate

High performance hydraulics

44 gpm hydraulic pump accomodating variety of attachments and increase cycle times

JCB Efficient Design program

JCB high back-ff brakes and viscous fan increase efficiency and savings

JCB Max-Trac torque proportioning differential axle

Increases tractive effort in all ground conditions

Advanced Easy Controls

JCB's controls provide finger tip control and supreme comfort with various configurations to accomodate all users





Features and Benefits

Comfort and ease of use	Fully adjustable seat, dash mounted display for machine performance and ISO, SAE and JCB X control patterns change over accomodates all users
Automated features	Auto Idle, Auto Check, Auto Throttle, Auto Boomlock, Auto SmoothRide System, Auto Pre-Heat, Auto Stabilizer-up only make operation easier
Kingpost design	Hoses are strategically routed to prevent pinching and maximize backhoe movement
Front and rear quickhitch	Easy and effortless switching between attachments
Optional Extradig package	15 ft dipper decreases time spent repositioning allowing for an additional 3 ft 10 in in dig depth increasing efficiency
Twin hose burst technology	Hose burst check valve keep legs from moving during operation
Safe and secure	Anti-slip steps, laminated front screen, rear boom lock, self leveling loader and stabilizer from dropping in the event of hose failure
Optional hand tool circuit	Provides ability to prepare sites
Added value through JCB Assetcare	Provides comprehensive peace at mind warranty and service agreements worldwide
Technical support service	Provides instant access to factory expertise, day or night
Parts distribution	Global network of part centers, delivering 95 percent of all parts any where in the world within 24 hrs



**Prepared For:**

Marlon Epps
City of Columbia
2910 Colonial Drive
Columbia SC 29203

phone:803-331-3015
fax:803-733-8500
marlon.epps@columbiasc.gov

Dealer Information

Company Wrench JCB
141 Brickyard Rd.
Lexington SC 29072
phone:803-520-0032
www.companywrench.com

Prepared By:

Roger Ward
r.ward@companywrench.com
mobile:
Quote Date: 12/06/19
Valid Until: 01/05/20
Quotation Reference: 248620

Model: 3CX 15HFCA**Qty: 1****Equipment Description**

3CX-15 SUPER, 4WD, 2WS, 109 HP TIER 4 FINAL, 15 FT CENTERMOUNT BACKHOE WITH EXTRADIG EXTENDING DIPPER. ADVANCED EASY CONTROLS. 150A ALTERNATOR, 750 LBS COUNTERWEIGHT. INCLUDES 2 SPOOL LOADER VALVE, FLIP OVER FEET, INTERIOR MIRROR, FRONT AND REAR WORKLIGHTS, BATTERY ISOLATOR, TOOLBOX AND AUTOMATE (AUTOCHECK, AUTOIDLE, AUTODRIVE AND AUTOTHROTTLE).

*ENGINE: JCB ECOMAX 4.4L, 4 CYLINDER, 109HP (81kW), 150A TURBO INTERCOOLED*MAINFRAME: 2WSCENTREMOUNT*PUMP: 43.6 GPM (165 LPM)CLOSED CENTRE VARIABLE FLOW*EXCAVATOR: 15' EXTENDINGDIPPER*AUTOMATE: AUTOCHECK, AUTOIDLE, AUTODRIVE, AUTOTHROTTLEAUTOSTABILIZERS & AUTOBOOMLOCK

3CX-15 SUPER 109 HP CM MODEL PACK
GALAXY INDUSTRIAL 12.5X18X10 and 21LX24X10 AND 21L-24-10
POWERSHIFT + TL AND LSD, 4WD/2WS
CAB WITH A/C HEATED AIR SUSPENSION SEAT, ENGINE BLOCK HEATER
NO AUXILIARY PIPEWORK, NO BOOM END DAMPENING, HEAVY LIFT
ENGLISH TERRITORY PACK
CAB, LIVELINK,
5/8 LOADER PIPEWORK RTD AND AUTO SRS
15FT/109HP PRICE EQUALIZATION
CODE REQUIRED FOR EXCAVATOR QUICKHITCHES
BACKHOE BUCKET - 24 IN (600MM) HEAVY DUTY 4 TEETH
ROTATING BEACON
EXTERIOR MIRRORS
DIRECT MOUNT 6 IN1 SHOVEL 92 IN, 1.3yd3, STANDARD DUTY WITH BOLT-ON-TOEPLATE
SLOW MOVING VEHICLE EMBLEM WITH MOUNTING BRACKET

Equipment Total	86,553.35
Total Customer Sale Price	86,553.35

Notes: SC State Contract Pricing. Contract # 4400020422 Price \$82,963.96
Delete GP Loader Bucket <\$1793>
Add MP Loader Bucket \$4625
Required Hydraulics. \$757.39

Total Contract Pricing: \$ 86,553.35

The above quote supercedes all preceeding price quotes. Prices quoted are valid for 30 days from quote date.
**Plus applicable State Sales Tax.



**Prepared For:**

Marlon Epps
City of Columbia
2910 Colonial Drive
Columbia SC 29203

phone:803-331-3015
fax:803-733-8500
marlon.epps@columbiasc.gov

Dealer Information

Company Wrench JCB
141 Brickyard Rd.
Lexington SC 29072
phone:803-520-0032
www.companywrench.com

Prepared By:

Roger Ward
r.ward@companywrench.com
mobile:
Quote Date: 12/06/19
Valid Until: 01/05/20
Quotation Reference: 248620

Model: 3CX 15HFCA**Qty: 1**

Customer Acceptance: _____

Date _____

Dealer _____

Date _____



Ellicia Thompson, Procurement Manager
 Email: ethompson@mmo.sc.gov
 Telephone: (803) 737-0687

Materials Management Office
 1201 Main Street, Suite 600
 Columbia, SC 29201

Date: 09/16/2019

STATEWIDE CONTRACT FOR BACKHOES, LOADERS AND MOTOR GRADERS

CONTRACT PERIOD: January 23, 2019 through January 22, 2021
 (THE ABOVE DATE REFLECTS THE MAXIMUM CONTRACT PERIOD)

Below are the contracts for Backhoes, Loaders and Motor Graders. There are a total of five (5) different types of equipment (lots) and each lot was awarded three (3) separate manufacturers/vendors and contracts. The purpose of awarding to three (3) different manufactures for each lot is to provide purchase flexibility for end users.

EQUIPMENT SPECIFICATIONS

Each type of equipment has Standard Specifications that apply to all backhoes, loaders and motor graders. These “Standard Specifications” can be downloaded [here](#). In addition, each type of equipment also has its own Contract Specifications that include optional equipment and configurations that are included for the “Unit Price” listed for each manufacturer/vendor. This standard contract specification can be downloaded by clicking on the “Contract Specifications” for each corresponding type of equipment below:

Medium-Duty, Heavy-Duty and Super Duty Backhoes – [Contract Specifications](#)

Loader, Front End Wheel Type – [Contract Specifications](#)

Heavy-Duty Motor Grader – [Contract Specifications](#)

Keep in mind that the “Unit Price” listed below for each manufacture/vendor is the price offered by each based on the Standard Specification and Contract Specifications configurations listed above. If additional options are needed or if any option is included for the Unit Price but not needed by the end user, the below “10% Rule” will govern any addition or deletion.

End users should also keep in mind that when deviating from the Standard Specifications or Contract Specifications by adding and deleting options, the lowest price may not necessarily be the vendor with the lowest “Unit Price”. When these deviations occur, obtaining quotes from all vendors in that particular lot is encouraged.

OPTIONAL FEATURES/EQUIPMENT (10% RULE)

The standard contract equipment as specified above is configured to include certain options identified by end users to be the most desired. It is also understood that the standard contract equipment may not be the best fit all applications and all end users. Therefore, each contract below contains the following clause in Section VIIB:

OPTIONAL EQUIPMENT

Options not requested herein, but which may be required by the user, will be furnished by the contractor at its cost plus no more than ten percent (10%). Options include but are not limited to: enclosed cab, 4WD,

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extendable dipper, 4 in 1 bucket, quick coupler, outrigger cylinder guards. Options may be manufacturer, dealer or up-fitter installed.

In cases where items required or optional items are not available from the manufacturer, contractor may use a third-party up-fitter or items may be dealer installed. When required items are not needed or required by the using governmental unit, the price of the unit shall be reduced by the contractor's cost plus no more than 10% for each item. The State reserves the right to require third party documentation of the dealer's cost of any optional items.

DELIVERY

All deliveries shall be made and all services provided to the location specified by the Using Governmental Unit in its purchase order and delivered within the days ARO listed below for each contract.

SHIPPING / RISK OF LOSS

F.O.B. Destination. Destination is the shipping dock of the Using Governmental Units' designated receiving site, or other location, as specified herein.

At the time of delivery, it shall be the contractor's and/or shipper's responsibility to unload shipments. Deliveries on flat bed semi-trailers, drop deck semi-trailers, or flatbed trucks are preferred over deliveries in enclosed trucks or trailers.

It shall be the contractor's responsibility to carry the appropriate amount of insurance coverage for the equipment while in transport and up to the time of acceptance by the agency.

OPERATIONAL MANUALS

Unless otherwise specified, contractor shall provide one operational manual and the following for each item acquired:

1. SERVICE LITERATURE

Service literature shall include (as one set) an operator's instruction manual, illustrated repair parts manual, and shop overhaul manual. CD format is preferred (documents in .pdf format) and should be furnished when available, except for the equipment operator manual that stays with the equipment. This service literature shall be complete and cover the entire unit, to include engines and transmissions.

1.1 Performance requires in conjunction with the delivery of the first unit, two (2) complete sets of service literature in addition to the equipment operator manual.

1.2 Performance requires in conjunction with the delivery of each subsequent unit one (1) complete set of service literature in addition to the equipment operator manual.

1.3 Unrestricted, multi-user computer access to electronic service literature is acceptable in lieu of printed copies. This access shall be provided at no additional cost.

TRAINING

In conjunction with delivery of the first unit, the successful bidder shall conduct a minimum one-day school on the safety, operation, maintenance, and diagnostics of the unit by factory trained expert personnel at the using entity's facility within the state. In addition, and for each subsequent unit, the successful bidder will conduct a minimum one-day school in the location where the unit is to be assigned with the using entity's operator(s) and service personnel, after the equipment has been

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delivered to the location where it is to be assigned.

TRAINING MATERIALS

In conjunction with the delivery of each unit, the successful bidder shall supply one complete set of video operator training materials (DVD format preferred). This material shall adequately cover the safe and correct operation of the equipment.

WARRANTY

Contractor must at a minimum provide the manufacturer's standard written warranty upon acceptance of product. Contractor warrants that manufacturer will honor the standard written warranty provided. The standard warranty for all equipment shall be "bumper to bumper" and include travel time and mileage for a minimum of 12 months and 1,500 hours. Extended warranties will be quoted on a case by case basis as "Optional Equipment" using the cost plus 10% rule.

When local dealers are unable to complete warranty repairs, the Contractor shall serve as the facilitator for the equipment owner to address any problems or warranty claims with the manufacturer. The Contractor shall also serve as the facilitator to address any claims with the manufacturer of any sub component installed on the equipment prior to delivery. The Contractor shall be responsible for coordinating the necessary warranty issues and repairs with manufacturer/sub-contractor.

[Link to Solicitation Documents](#)

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1201 Main Street, Suite 600
Columbia, SC 29201

Date: 09/16/2019

LOT 3 – SUPER-DUTY BACKHOE

MANUFACTURER: JCB, INC.

MODEL: 3CX 15 Super

UNIT PRICE: \$82,963.96

PLACE ALL ORDERS DIRECTLY WITH THE VENDOR BELOW:

VENDOR: COMPANY WRENCH, LTD
141 Brickyard Road
Lexington, SC 29072

CONTACT: Brian Neely

TELEPHONE: (864) 483-4646

E-MAIL: b.neely@companywrench.com

CONTRACT #: 4400020422

MAX CONTRACT PERIOD: January 23, 2019 – January 22, 2021

SC VENDOR #: 7000150957

DELIVERY: 90 - 120 Days ARO

[MAIN INDEX](#)



We Are Columbia

MEETING DATE: March 10, 2020

DEPARTMENT: Procurement and Contracts

FROM: Sandra Wright, Purchasing Agent

SUBJECT: Council is asked to approve the purchase and outfitting of 14 Chevrolet Malibus for the Columbia Police Department, as requested by the Fleet Services Division. Award to Love Chevrolet, using the SC State Contract, in the amount of \$305,844.56. This vendor is located in Columbia, SC.

REQUISITION NO.: R203532

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: Capital Replacement - Auto, Trucks, Heavy Equipment - Capital (6308972-658500). The original budget amount is \$305,844.56.

CLEAN WATER 2020?: No

FOCUS AREAS: Innovative & High Quality Municipal Services

We respectfully request Council's approval for this purchase using the SC State Contract #4400019850 Vendor, Love Chevrolet, at the following cost plus sales tax.

14 Chevrolet Malibu's and Outfitting	
Base Price	\$247,492.00
Outfitting	\$51,352.56
SC State Taxes	\$7,000.00
PO Total	\$305,844.56

Sec. 2-204.-Item (9) - 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: When purchasing through state contracts.

ATTACHMENTS:

- **#a:** Malibu Quote (PDF)
- **#b:** Estimate_200034_from_Tricounty_Upfitters (00000002) (PDF)



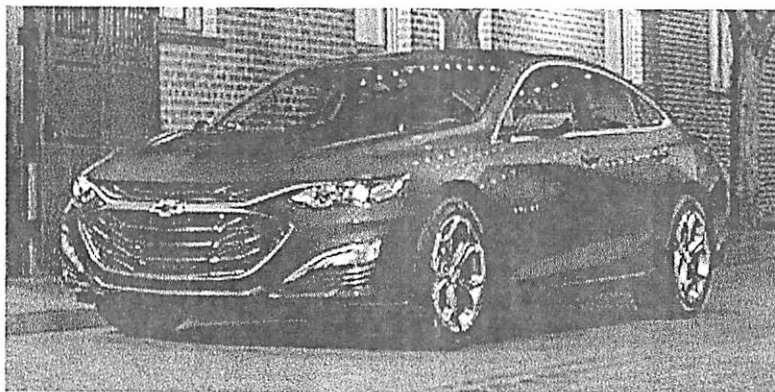
LOVE Chevrolet Company

Donald Shumpert | 803-518-1989 | dshumpert@loveauto.com

City of Columbia

Prepared For: Marlon Epps

Vehicle: [Fleet] 2020 Chevrolet Malibu (1ZC69) 4dr Sdn LS w/1FL





LOVE Chevrolet Company

Donald Shumpert | 803-518-1989 | dshumpert@loveauto.com

Vehicle: [Fleet] 2020 Chevrolet Malibu (1ZC69) 4dr Sdn LS w/1FL (✔ Complete)

Selected Model and Options

MODEL

CODE	MODEL	MSRP
1ZC69	2020 Chevrolet Malibu 4dr Sdn LS w/1FL	\$23,220.00

COLORS

CODE	DESCRIPTION	MSRP
GAN	Silver Ice Metallic	\$0.00

EMISSIONS

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
FE9	Emissions, Federal requirements	0.00 lbs	0.00 lbs	\$0.00

ENGINE

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
LFV	Engine, 1.5L turbo DOHC 4-cylinder DI with Variable Valve Timing (VVT) (160 hp [119.3 kW] @ 5700 rpm, 184 lb-ft torque [248.4 N-m] @ 2500-3000 rpm) (STD)	0.00 lbs	0.00 lbs	\$0.00

TRANSMISSION

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
MRG	Transmission, Continuously Variable (CVT) (STD)	0.00 lbs	0.00 lbs	\$0.00

PREFERRED EQUIPMENT GROUP

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
1FL	LS Preferred Equipment Group includes standard equipment (Fleet or Government order types only and not available for FDR order types.)	0.00 lbs	0.00 lbs	\$0.00

PAINT

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
GAN	Silver Ice Metallic	0.00 lbs	0.00 lbs	\$0.00

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Data Version: 10158. Data Updated: Jan 21, 2020 10:47:00 PM PST.



LOVE Chevrolet Company

Donald Shumpert | 803-518-1989 | dshumpert@loveauto.com

Vehicle: [Fleet] 2020 Chevrolet Malibu (1ZC69) 4dr Sdn LS w/1FL (✔ Complete)

SEAT TYPE

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
A51	Seats, front bucket (STD)	0.00 lbs	0.00 lbs	\$0.00

SEAT TRIM

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
H1H	Dark Atmosphere/ Medium Ash Gray, Premium cloth seat trim	0.00 lbs	0.00 lbs	\$0.00

RADIO

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
IOR	Audio system, Chevrolet Infotainment 3 system, 8" diagonal color touchscreen, AM/FM stereo. Additional features for compatible phones include: Bluetooth audio streaming for 2 active devices, voice command pass-through to phone, Apple CarPlay and Android Auto capable. (STD)	0.00 lbs	0.00 lbs	\$0.00

ADDITIONAL EQUIPMENT - OTHER

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
R9Y	Fleet Free Maintenance Credit This option code provides a credit in lieu of the free oil changes, tire rotations and inspections for one maintenance service during 1st year of ownership. The invoice will detail the applicable credit. The customer will be responsible for all oil change, tire rotations and inspections costs for this vehicle. (Requires one of the following Fleet or Government order types: FBC, FBN, FCA, FCN, FEF, FLS, FNR, FRC or FGO. Not available with FDR order types.) *CREDIT*	0.00 lbs	0.00 lbs	(\$33.75)
VQ2	Fleet processing option	0.00 lbs	0.00 lbs	\$0.00
Options Total		0.00 lbs	0.00 lbs	(\$33.75)

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Data Version: 10158. Data Updated: Jan 21, 2020 10:47:00 PM PST.



LOVE Chevrolet Company

Donald Shumpert | 803-518-1989 | dshumpert@loveauto.com

Vehicle: [Fleet] 2020 Chevrolet Malibu (1ZC69) 4dr Sdn LS w/1FL (✓ Complete)

Price Summary

PRICE SUMMARY

	MSRP
Base Price	\$23,220.00
Total Options	(\$33.75)
Vehicle Subtotal	\$23,186.25
Destination Charge	\$875.00
Grand Total	\$24,061.25

State Contract # 4400019850

\$ 17,678⁰⁰ plus IMF

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Data Version: 10158. Data Updated: Jan 21, 2020 10:47:00 PM PST.

Ellicia Thompson, Procurement Manager
 Phone: (803) 737-5769
 Email: ethompson@mmo.sc.gov

Materials Management Office
 1201 Main Street, Suite 600
 Columbia, South Carolina 29201

Page: 6
 Date: 11/1/2019

Sedan-4G: Sedan, Intermediate, 4-Door, 5-Passenger, Gasoline

<u>Contract Number:</u>	4400019850	<u>Contractor:</u>	Love Chevrolet Company
<u>Initial Contract Term:</u>	11/1/18 – 10/31/19	<u>Address:</u>	100 Parkridge Dr Columbia, SC 29212
<u>Contract Rollover Dates:</u>	11/1/19 – 10/31/20	<u>Vendor #:</u>	7000044959
<u>Order Cutoff Date:</u>		<u>Contact:</u>	Donna Casey
<u>Model:</u>	Chevrolet Malibu – 1FL	<u>Email:</u>	governmentsales@loveauto.com
<u>Commodity Code:</u>	07104	<u>Telephone:</u>	(803) 794 – 9004
<u>Delivery:</u>	90 days ARO	<u>Fax:</u>	(803) 926 – 7467

BASE PRICE = \$17,678.00

* Click on the link above for an itemized listing of items included in the base price.

Optional Additions

Vehicle Backup Camera System Factory Standard
 Bluetooth/Hands Free Calling Factory Standard

Optional Deductions

Delivery Fee (per vehicle) \$ 15.00
Non-State Agencies ONLY

Delivery Information

Distance from Dealership to SFM Delivery Point 9 miles
 Delivery price per mile in excess of 9 miles \$ 1.67
Non-State Agencies ONLY

[Return to Index](#)

Tricounty Upfitters

4592 Toney Bay Road

Holly Hill, SC 29059

(843) 771-9418

invoices@tricountyupfitters.com

www.tricountyupfitters.com

ADDRESS

Columbia Police Department

Attn: Elizabeth Marsh

2910 Colonial Drive

Columbia, SC 29203

SHIP TO

Columbia Police Department

Attn: Elizabeth Marsh

2910 Colonial Drive

Columbia, SC 29203

Estimate 20-0034**DATE** 02/12/2020**EXPIRATION DATE** 04/21/2020**VIN/CAR #**

14 - 2020 Chevy Malibu

SALES REP

BTF

QUANTITY	ACTIVITY	RATE	AMOUNT
1	CONTRACT South Carolina State Contract Number 4400012373	0.00	0.00
1	FS-SIFMP-1581536132 SpectraLux Low Profile Passenger Only ILS, Center Focused - Blue/White, Chevy Malibu	449.99	449.99T
1	FS-CNSM8R-1396462930 CN Signalmaster, 8 Head Rear Warning/Directional Bar, Blue	439.99	439.99T
1	FS-SLB-001 Long L-bracket, CN Signalmaster or Latitude	14.85	14.85T
1	FS-PF200H Pathfinder Siren - Handheld	699.99	699.99T
1	FS-ES100C Dynamax Speaker - 100watt	139.00	139.00T
1	FS-ESB-U DynaMax Universal Bail Bracket	0.00	0.00T
1	FS-OBDCABLE25-1 25ft OBDII Interface Cable	109.45	109.45T
2	FS-MPS652-BW MicroPulse 6, Dual Color - Hood / Grille Mount (Blue/White) (Grille Lights)	92.95	185.90T
2	FS-MPSW9-BW MicroPulse - 9 LED Wide Angle Warning (Blue/White) (Mirror Lights)	109.45	218.90T

We appreciate your business.

QUANTITY	ACTIVITY	RATE	AMOUNT
1	FS-MPSMW9-TAH15MIR Side Mirror Mounting bracket, MicroPulse 9 Wide Angle	19.99	19.99T
2	FS-MPS600U-BB MicroPulse 6 Ultra - Surface Mount (Blue/Blue) (Tag Lights)	69.99	139.98T
1	Installation Installation of above equipment.	850.00	850.00
1	Supplies Installation Supplies	150.00	150.00
1	NONPPV Non PPV/SSV upfit charge (wiring and other necessary supplies not provided in PPV)	250.00	250.00

This estimate is good for 60 days from the date above.

SUBTOTAL

3,668.04

I hereby authorize Tricounty Upfitters to perform the above work; to be done with the necessary materials and grant permission to operate car/truck herein described on streets or highways for the purpose of testing.

TAX

0.00

TOTAL

\$3,668.04

Accepted By

Accepted Date

We appreciate your business.



We Are Columbia

MEETING DATE: March 10, 2020

DEPARTMENT: Procurement and Contracts

FROM: Sandra Wright, Purchasing Agent

SUBJECT: Council is asked to approve the purchase of Heavy Equipment for the Parks & Recreation Department, the Traffic Engineering Division, and the Forestry Division, as requested by the Fleet Services Division. Award to multiple vendors, using the Sourcwell Cooperative Contract and SC State Contract, in the total amount of \$449,996.08.

REQUISITION NO.: R202519;R201944;R202661

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: Capital Replacement - Autos Trucks Heavy Equipment (6308972-658500). The original budget amount is \$449,996.08.

CLEAN WATER 2020?: No

FOCUS AREAS: Innovative & High Quality Municipal Services

PURPOSE:

Department	Item	Vendor	Location	Total
Parks & Recreation	One (1) VO-255/260 Rear Versalift Bucket Truck	Versalift	Waco, TX	\$145,284.00
Traffic Engineering	One (1) 2020 Ford Super Duty F-550 Bucket Truck	National Auto Fleet Group	Watsonville, CA	\$137,200.14
Forestry Division	One (1) 2020 MV607 SBA Bucket Truck	Versalift	Waco, TX	\$167,511.94

Department	Req. Number	GL & Object Code	Vendor	Purchasing Contract	Item	Cost	SC Taxes	Total
Parks & Recreation	R201944	6308972-658500	Versalift	Sourcwell Contract: 012-418-TIM	One (1) VO-255/260 Rear Bucket Truck	\$144,784.00	\$500.00	\$145,284.00
Traffic Engineering	R202519	6308972-658500	National Auto Fleet Group	Sourcwell Contract: 120-716-NAF	One (1) 2020 Ford Super Duty F-550 Bucket Truck	\$136,700.14	\$500.00	\$137,200.14

Forestry Division	R202661	6308972-658500	Versalift	SC State Contract: 4400019807	One (1) 2020 MV607 SBA Bucket Truck	\$167,011.94	\$500.00	\$167,511.94
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Sec. 2-204.-Item (10) & (9) - 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: When purchasing through cooperative contracts. When purchasing through state contracts.

ATTACHMENTS:

- **#a:** Sourcewell_SolicitationProcess (PDF)
- **#b:** R201944 Quote (DOCX)
- **#c:** R202519 Quote (PDF)
- **#d:** R202661 Quote (PDF)

Solicitation Process

While it is the desire of Sourcewell to meet our members' procurement requirements, it is ultimately our members' responsibility to interpret local purchasing laws to determine their own ability to access and utilize Sourcewell contracts.

Our rigorous request for proposal (RFP) process is continuously being refined to meet the changing needs of our members. The desired result is a national, competitively solicited procurement and contract process that is not only valued by members but meets or exceeds their requirements—offering exceptional products and services from nationally acclaimed vendors.

1. Identify Member Needs and Research Solutions

Sourcewell identifies areas of need through daily member interactions and advisory committees, then researches the best approach for each offering.

2. Seek Authorization from Sourcewell's Board of Directors

After establishing the existence of member needs and a viable industry solution, permission from the publicly elected Sourcewell Board of Directors is sought to officially begin the development of the solicitation and overall procurement process.

3. Draft Solicitation, Public Advertisement, and Notice

Our solicitation document is the cornerstone of cooperative contract purchasing. The consistency of the solicitation document, its response forms and evaluation criteria, are some of our greatest assets.

Sourcewell advertises each RFP:

- In print and online: [Salt Lake News](#) (Utah), [USA Today](#) (National), [Daily Journal of Commerce](#) (Oregon), [The State](#) (South Carolina)
- On the Sourcewell website
- On e-commerce sites: [Biddingo](#), [MERX](#), [Onvia](#), [PublicPurchase](#)

We also notify each state procurement department for re-posting of the solicitation within their system at their option.

4. Conduct Pre-Proposal Conference, Followed by Receipt of Responses

Proposers are typically given five to six weeks from the advertisement of the RFP to respond. A Pre-Proposal Conference is conducted to answer questions and provide clarification. An addendum may be issued as necessary.

For accuracy, Sourcewell time and date stamps each Proposal immediately upon receipt at our office in Staples, MN. Sourcewell conducts a public opening of the proposals received at the time, date, and place specified in the RFP.

5. Evaluate Responses

Evaluation begins at the proposal opening by determining the responsiveness of each proposal. The final evaluation is conducted using the "Proposal Evaluation" form defined in the RFP (Form G). [Click here for an example.](#)

6. Provide Recommendation to Chief Procurement Officer (CPO)

Recommendations of the evaluation committee are presented to the CPO for final review and possible award. The CPO has the final authority to issue or deny a procurement contract.

7. Award Vendors

Upon approval by the CPO, the recommended vendor is awarded a four-year contract term with the potential for an additional one-year extension at the discretion of Sourcewell. The Procurement Department sends Notice of Award or Non-Award to all respondents via email.

8. Posting and Reviewing Approved Contract Documents

A complete procurement file is maintained by Sourcewell, and contract documentation is posted on our website for review by our members and are periodically reviewed for compliance and effectiveness. Vendors are allowed to seek price and product changes upon the approval from Sourcewell.

Versalift
7601 Imperial Drive
Waco, Texas 76712-6608
254.399.2100



QUOTATION 16.b

SOURCEWELL N-21185

Customer: City of Columbia, SC
Attn: Park and Rec Department
Email:
Address:

Date: December 3, 2019
Model: VO-260-RR

VERSALIFT SOURCEWELL
CONTRACT #012418-TIM

<u>Model No.</u>	<u>Description</u>	<u>Sourcewell Price</u>
VO-260-RR	Rear mounted, insulated 60 ft. 10 in. (21.6 m) overcenter, articulated aerial platform lift, 65ft. 10 n working height (23.1). With 50 ft. 8 in. (15.4 m) over-center horizontal reach including the following items:	\$150,182.00

STANDARD SOURCEWELL FEATURES:

- Platform capacity of 350 lbs.
- Sixteen (16) foot flatbed with tool boxes.
- Freightliner M2 106 4x2 cab and chassis with diesel engine, automatic transmission, and air conditioning
- Platform mounted Highly Resistant control handle including safety trigger and emergency stop/dump valve.
- Full pressure turret mounted controls with override.
- Continuous rotation.
- Seven gpm open center hydraulic system with a 2900 psi operating pressure.
- Fiberglass upper boom tested per ANSI A92.2-2010 for Category C, 46 KV and below, including vacuum flashover protection system.
- Chassis insulating system (lower boom insert) providing 24 in. insulation gap including accommodations to bridge insulation gap for testing per ANSI A92.2-2010.
- A-frame main and auxilliary outriggers with pivot feet; two control valves and a selector valve.
- Outrigger boom interlock for outriggers.
- Two sets of hydraulic tool outlets at platform, w/pressure limit.
- Two 1/2 in. diameter return lines.
- Remote mounted hydraulic reservoir with a 30-gallon capacity.
- Closed 24 in. X 24 in. X 39 in. platform with one inside/outside step. Mechanical bucket tilt included. Dump pin needs to be 1/2" longer then standard pin.
- Lower boom overstay protection.
- Non-lube bearings used at all pivot points.
- Unit painted urethane standard white.
- Two operator's manuals and two service manuals.
- ANSI A92.2 data plate

CUSTOMER REQUESTED OPEN MARKET OPTIONS:*Prices shown in addition to above price.*

• Eleven foot long flatbed with 34" crossbox in lieu of the above 16 foot long flatbed with tool boxes	\$ 1,076.00
• 2021 Ford F-750 cab and chassis ,350 HP diesel engine with automatic transmission, 31,000 lb. GVWR, 50 gallon fuel tank, electric brake controller, towing mirrors, and AM/FM radio with Bluetooth in lieu of the above Freightliner M2 106 cab and chassis	\$ -8,990.00
• Four (4) strobe lights	\$ 400.00
• Outrigger pads with holders	\$ 440.00
• Wheel chocks and holders	\$ 242.00
• Back up alarm	\$ 25.00
• Mud flaps	\$ 48.00
• Body harness and lanyard	\$ 400.00
• 5 lb. fire extinguisher	\$ 65.00
• DOT Triangles	\$ 45.00
• 24x24x42 Bucker liner and cover	\$ 380.00
• 6 Pin and 7 pin RV trailer connectors	\$ 100.00
• Federal DOT inspection	\$ 75.00
• Weight Certification	\$ 12.00

Price Summary

TOTAL PRICE F.O.B. SHELBY, NC:	\$ 144,500.00
TOTAL FREIGHT FROM SHELBY, NC TO COLUMBIA, SC:	\$ 284.00
COMPLETE TOTAL PRICE F.O.B. COLUMBIA, SC.:	\$ 144,784.00

TERMS: Net 30 days.**SHIPMENT:** Approximately 210 to 240 days after receipt of order, or 60 days after receipt of chassis, whichever is later.

Thank you for considering <VERSALIFT> to meet your utility equipment needs. We look forward to earning your business.

Nick Treese

Sales Coordinator
Time Manufacturing Company
PH: 254-399-2664

Nick.Treese@versalift.com



National Auto Fleet Group

A Division of Chevrolet of Watsonville

490 Auto Center Drive, Watsonville, CA 95076

(855) 289-6572 • (831) 480-8497 Fax

Fleet@NationalAutoFleetGroup.com

11/27/2019

11/27/2019 Re-Configured

Quote ID: 12153 R1

Order Cut Off Date: TBA

city of columbia

2910 Colonial Dr.

Columbia, South Carolina, 29203

Dear City of Columbia,

National Auto Fleet Group is pleased to quote the following vehicle(s) for your consideration.

One (1) New/Unused (2020 Ford Super Duty F-550 DRW (F5H) XL 4WD Reg Cab 169" WB 84" CA, ETI Equipment (details enclosed).) and delivered to your specified location, each for

	One Unit
Contract Price	\$52,333.88
ETI Equipment (details enclosed).	\$84,366.26
Tax (0.0000 %)	\$0.00
Tire fee	\$0.00
Total	\$136,700.14

- per the attached specifications.

This vehicle(s) is available under the **Sourcewell (Formerly Known as NJPA) Contract 120716-NAF**. Please reference this Contract number on all purchase orders to National Auto Fleet Group. Payment terms are Net 20 days after receipt of vehicle.

Thank you in advance for your consideration. Should you have any questions, please do not hesitate to call.

Sincerely,

Jesse Cooper
Account Manager
Email: Fleet@NationalAutoFleetGroup.com
Office: (855) 289-6572
Fax: (831) 480-8497

Quoting Department
Account Manager
Fleet@NationalAutoFleetGroup.com
(855) 289-6572



GMC

In order to Finalize your Quote, please submit this purchase packet to your governing body for Purchase Order Approval. Once you issue a Purchase Order please send by:

Fax: (831) 480-8497

**Mail: National Auto Fleet Group
490 Auto Center Drive
Watsonville, CA 95076**

Email: Fleet@nationalautofleetgroup.com

We will then send a W-9 if you need one

**Please contact our main office with any questions:
1-855-289-6572**



Equipment Technology, LLC
 341 NW 122nd Street
 Oklahoma City, OK 73114
 Phone: 888-748-3841
 Fax: 405-755-6829
 E-mail: sales@eti1.com

QUOTATION

Quote ID: SK0244

Page 1 of 6

Customer: Columbia, City of - SC
 2910 Colonial Dr
 Columbia SC 29203

Contact:
Phone:
Fax:

Quote Number: SK0244
Quote Date: 7/16/2019
Quote valid until: 8/30/2019
Customer Ref:

Salesperson: srohan
Prepared By: skilian

QTY	DESCRIPTION
	Chassis Info - Customer Provided Chassis
1	2020 Chassis provided by SOURCEWELL
1	FORD F550 TRUCK CHASSIS 4X4 19500 lb. GVWR 84" Cab To Axle 6.7L Diesel Engine 6 Speed Automatic Transmission with PTO opening 225/70RX19.5 Max Traction Tires Rear Fuel Tank Painted Oxford White AM/FM Stereo Radio Air Conditioning Engine Block Heater Extra Heavy front suspension package, Order code 67X Limited slip rear axle 6 Upfitter Switches Exhaust Extended to Edge of Body BACK UP ALARM FRAME EXTENSION POWER EQUIPMENT GROUP BACK UP CAMERA AND PREP KIT CRUISE CAB STEPS SPARE TIRE /WHEEL/JACK PREMIUM ELECTRONICS /BLUETOOTH
1	Additional components required for model year 2017+ Ford Super Duty chassis, with a 19.5k GVWR.
	Equipment Technology, LLC Aerial Device ETT29IN Series Telescopic Electric / Hydraulic Controls 390 Degree Non-Continuous Rotation Shear Ball Rotation Bearing Body Harness with Deceleration Lanyard Two Operators and Maintenance Manuals Start/Stop at basket
1	ETT29IN 34' Working Height 29' Ground to Bottom of Bucket 20' 9" Side Reach All Steel Outer Boom Fiberglass Inner Boom Variable Speed Control at the Upper Controls Emergency Upper Boom Controlled Descent Valve
1	Pedestal-75" Tall Pedestal with Street or Curbside opening.



Equipment Technology, LLC
 341 NW 122nd Street
 Oklahoma City, OK 73114
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 E-mail: sales@eti1.com

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Page 2 of 6

QTY	DESCRIPTION
1	Option, End Mount w/Hydr. Rotator 180 degree (ETT_N) ONLY FOR USE WITH FIBERGLASS BUCKET
1	Lightweight turret with hydraulic leveling for ETT-N
1	Emergency Power at basket
1	Lower controls on 32 FT. remote control cable with box, includes lower control override extended from REAR OF CANOPY compartment.
1	Fiber optic upper control assembly
1	Powder Paint White with ETI Powder Coating Process
1	PTO & Hydraulic Pump (12.0GPM@1200RPM) ***REQUIRES PTO OPENING ON TRANSMISSION***
1	Stabilizer Bar, Under Frame 2017+ Ford F-350/450/550 Gas or Diesel
1	Two Inclinometers One centered in cab in view of driver One CS rear - right of Triple ID Light
	ETI Canopy Body
1	ETI Steel Body
1	Side Box - Street Side With stainless steel door rods and hinges. Also with primer in compartments and neoprene seal around doors. Compartment Layout 108A Height=40" Compartment Depth 20" Front Compartment=33" Width Wheel Well Compartment=48" Width Rear Compartment=27" Width
1	29" walkway in front of body
1	Integrated Tailshelf Length=36"
1	78" tall canopy on 108 body.
1	Rear Panel for 78" tall canopy with centered door opening to the curbside. Note: Includes Aluminum Door Panel (ABDR34X75)
1	76" Floor Width
1	Wheelwell with rubber fenders, street side, Ford fuel filler front and rear.
1	Smoothplate Top on Streetside
1	Latch, Whale Tail
1	Spring loaded door holders for vertical and chains for horizontal doors.
1	Install 8 strips of 31.5" LED Strip light. On/off switch in the cab. Mount one strip in each SS compartments, one strip each in the CS lower compartments and one strip in the CS box.
1	Tailshelf 36"-Steel Smoothplate
1	ICC Bumper 90Wx9V-Receiver Tube. CLASS IV (MGTW 10,000#, MAX TONGUE WT 1200#)
1	Adjustable offset pintle hook bracket for receiver tube. Offset drops hitch 6". Includes hitch pin. Includes third brace to pintle bracket. Maximum hitch adapter capacity is 10,000 lbs.
1	Mudflaps installed.
1	12" Aluminum Grab Handle ***ON THE REAR OF BODY AT STAIR ENTRY.***
1	Arch grab handle on rear of body - Upright pipe is 20" OD wide and 20" OD high.
1	Smoothplate Entryway Steps in side of 36" Tailshelf on Curbside with gripstrut step underneath.
1	Body Clearance Lights - LED 3/4" Round 2 Red and 2 Amber
1	Reflectors



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QUOTATION

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QTY	DESCRIPTION
1	Body Tail Lights - LED (stop/tail/turn) with license/tag light mounted on the SS rear as space allows.
1	Backup Lights - LED
1	Triple ID Lights - LED
1	Paint body standard ETI White (108 canopy)
1	Non-Skid on Bumper
1	Non-Skid on Tailshelf
1	Boom Support and Bucket Support for end mount bucket and unit mounted on 29" walkway.
1	No Counterweight Required for Stability
2	SS1-Adjustable Shelf
4	SS1-Dividers, Shelf/Drawer
1	SS2-Middle Shelf
8	SS2-Dividers, Shelf/Drawer
2	SS3-Adjustable Shelf
4	SS3-Dividers, Shelf/Drawer
1	Workbench in canopy On street side- No workbench On front 22" deep. No shelves under. On curbside 30" deep. No shelves under.
1	Unit Safety Switch - Parking brake must be set before unit will operate
1	350 Lb Basket Capacity
1	6 prong (pole) round trailer socket. ***NOTE INSTALL LOCATION***
1	Combination pintle hitch with 2" ball
1	7 Blade trailer socket (4-wire plug with harness for Ford/Chevy)
1	Bucket Cover with foam insert for 24X30 bucket
1	24X30 Bucket Liner-polyethylene
1	Amber Strobe Light on each side of turret.
1	2 Rubber Wheel Chocks, 8.5Wx10.5Lx5.75H
1	DOT Kit -- 5 LB. ABC fire extinguisher mounted in cab if there is no interference. Triangle Warning Kit, Spare fuses for 2017+ Ford truck Required per Federal Motor
1069	Delivery to destination. FOB: Columbia, SC
2	Sliding window in canopy. *** TWO MOUNTED IN CS WALL. *** EACH SIDE OF SPLICER DOOR.
1	MaxxAir Fan Mate cover, Model 800, installed over the Fantastic Brand roof vent.
1	Fantastic brand 12 volt Electric Vent in Canopy Roof with security bar across opening.
1	Replaces the standard turret strobe bracket for the extended bracket to accommodate branch guards.
1	36" tall bucket step with handrail for 72"-78" tall canopy bodies, 84" CA.
1	Cone Holder installed (Standard location, on SS tailshelf for best fit).
1	Rubber mat in floor of service body
1	Go Light Wireless Remote Control Spotlight, Model 2000 permanent mount. 400,000 candlepower. Light is wired and fused directly to the truck battery. *** MOUNT ON ACARI MOUNT. ***
1	Acari mounting platform for 2017 Ford F550 cab, installs in place of the center high mount stop light.
2	120 Volt weather-proof receptacle *** INSTALLED CS FLUSH MOUNTED, TOWARD FRONT OF CANOPY, WIRED TO THE GENERATOR.SEPERATE CIRCUIT FROM INTERIOR RECEPTACLES.***MOUNT 1 AT REAR OF BODY,



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Page 4 of 6

QTY	DESCRIPTION
	CS, JUST ABOVE TAIL SHELF
1	Outlet, Weatherproof L14-20 Recepticle 220V AT CURBSIDE TOWARDS REAR , FLUSH MOUNTED, WIRED TO THE GENERATOR.
2	120V low profile Fluorescent Light (48" long). Lithonia model # LB232-120-GEB.*** ONE MOUNTED ABOVE THE CS WORKBENCH MOUNTED FRONT TO BACK. ON ABOVE THE FRONT WORKBENCH MOUNTED SIDE TO SIDE. LIGHTS RUN OFF GENERATOR POWER.***
1	One double spring over-center door holder for rear door.
2	12 outlet power strip, 36" long, 120 volt, 15 amp. *** MOUNTED ON THE BACK WALLS ABOVE THE FRONT AND CS WORKBENCHES.***
1	Switch in body to turn generator on/off.
1	Switch in cab on dash to start/stop the generator.*** USE UPFITTER SWITCH IF AVAILABLE.***
1	Rostra obstacle proximity alert system.
1	Duo-Therm air conditioner / heater, 15,000 BTU, installed on top of canopy. Guard over the A/C unit that is one piece of 1/2" round stock up each side and over the top. Painted bright red and attached to top of roof.
1	Lower control compartment in canopy wall. CS REAR.
1	Through box in tailshelf 6" high by 18" long (door on SS tail shelf skirt and on CS in step)
1	Whelen PELCC work light installed with master switch in cab. ***CS REAR OF BODY TO ILLUMINATE ENTRY WAY ***
1	Rear corner strobe LED light kit. (Qty. 2) Star Headlight brand DLXT121A-COM.
1	LED Amber flashing lights, surface mount, on front of vehicle. Wired with ignition switch off. WIRED TO SAME SWITCH AS REAR AMBER LIGHTS
1	Whelen model TANF85AA amber LED direction light bar, install in rear tail shelf.
1	Tail Channel with cover for light bar in the center
1	Safety harness. Arc-Flash resistant.
1	Delete Standard Safety Harness and Lanyard
1	Rubber mats on bottom of all shelves, AND THE BOTTOM OF CABINETS.
1	Breaker Panel, one each 30 amp breaker for Air Conditioner, 20 amp breaker for 120 volt outlets, 10 amp breaker for Interior lighting, connected to generator 120 volt power source.
1	Storage compartment on the curbside of the canopy below the floor line. One behind the wheel and one in front of the wheel.
1	Dometic 9500 Case white vinyl awning on Curbside of body. 96" wide. Awning is manually retractable and stows on the side of the body.
1	Triple 12 Volt DC circuit outlet.*** INSTALLED BELOW DASH AND WIRED TO THE CHARGE GUARD THAT IS WIRED TO CHASSIS BATTERY. ***
1	Conduit and outlet boxes for CANOPY WIRING
1	Triple bussmann fuse holder and 8-gang fuse block replaces Double bussman fuse holder and 12-gang fuse block.
1	Bolt on Cone Holder for 28" cones. *** MOUNT UNDER GENERATOR PLATFORM, OFFSET TOWARDS THE FRAME RAILS SO THAT WHEN 6 CONES ARE IN THE HOLDER THEY WILL NOT PROTRUDE PAST THE PLATFORM.***
1	Reinstall Ford backup camera system
1	Install Eye bolt***INSTALL IN Canopy SS of door on rear wall for awning deployment tool.
1	Cable access door with full width brushes through canopy wall. Includes fiber cable clamp. QTY. 2 DOORS PER ONE OPTION. One door on curbside centered between rear of canopy and lip of front work bench table, centered in line with interior fold up table. One door on rear of Curbside. Door openings to be 1" above top of splicing table and clamps moved far enough from the doors to load cables in clamps. Clear door opening is 24" wide and 24" high. ***NOTE***Hinge the rear access door on the right side, hinge the curbside access door on the right side in lieu of the top. Fiber cable clamps mounted one at the rear 12" from the access door, one at the front 12" back from the front door and removable.
2	Branch guard for strobe light



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Page 5 of 6

QTY	DESCRIPTION
1	Align front end before delivery.
1	Labor for contracted canopy FRP installation.
1	ETI warranty is two year parts and labor. Lifetime structural warranty on the aerial device so long as the initial purchaser owns the product.
1	Onan 5000W diesel generator on a Ford chassis ***INSTALLED IN BETWEEN CAB AND BODY ON SS WIRED TO BREAKER PANEL***. Includes remote start / stop switch. ***INSTALLED IN CAB ON DASH BEST FIT. *** Additional fuel for Onan
1	Generator slide fits Onan 5.5HDKBC-2860 Generator (992650-STD). ***SEE BUILD DRAWINGS.***
1	Vertical exhaust pipe for Onan HGJAD and HDKBC series generators.
1	2 DC florescent lights in canopy, wired with switch ***MOUNT PER BUILD DRAWINGS. ***WIRED IGNITION HOT.***
3	33"W X 20"D X 42"H Cabinet. Dual center opening doors with two point t-handle latch and chain stops. With two adjustable shelves.*** MOUNT ON SS COMPARTMENT TOP. ALONG THE SS WALL. FRONT, CENTER, AND REAR, INSIDE CANOPY.
6	Grote LED work light installed, wired to one switch in cab. ***MOUNT 2 ON CS ABOVE WINDOWS , BELOW AWNING*** MOUNT 2 ON SS SAME HIEGHT AS CS. *** MOUNT 2 ON REAR OF CANOPY EACH SIDE AS HIGH AS POSSIBLE
1	Charge Guard battery protector, INSTALL IN IFM BOX BEHIND SEAT, WIRED TO 3 GANG 12V OUTLET IN CAB.
1	Xantrex Battery charger, 40 Amp 12Volt
1	Fold down table attached to Curbside work bench. Table is approximately 30" X 30". Table will be centered between front work bench lip and rear of canopy interior.
3	Install 31.5" LED Strip light. On/off switch in the cab. Mount 1 strip each down the interior wall of the 3 cabinents in the canopy.
1	Pre Delivery Inspection Ford Chassis Weight Slip if needed Delivery to the client Payment Terms Net 30 Days
1	Exterior compartment at front of canopy. 30WX30DX42H has shelf clips on each side to accommodate ONE adjustable shelf with dividers. A bolt-in cover in this area above the cubby for access to pedestal bolt inspection is also required.
1	24X30, DOUBLE LEFT STEP, RIGHT CONTROL for Fiber Optic controls
1	108" Body with No Side Box on Curb Side (Canopy Wall) MOVE THE CABLE ACCESS WINDOW TO THE CENTER WITH SLIDING WINDOWS FLANKING EITHER SIDE. DOOR SHOULD BE HINGED, WITH THE HINGE FORWARD SIDE.

Quote Total: **\$84,366.26**

The following options may be added:

QUANTITY	DESCRIPTION	PRICE EACH	AMOUNT	ADD TO QUOTE
				Yes / No

Customer must fill out the information below before the order can be processed...

Accepted by:	
--------------	--



Equipment Technology, LLC
341 NW 122nd Street
Oklahoma City, OK 73114
Phone: 888-748-3841
Fax: 405-755-6829
E-mail: sales@eti1.com

QUOTATION

Quote ID: SK0244

Page 6 of 6

Date:	
P.O. number:	

- ♦ Quoted price does not include any applicable taxes.
 - ♦ Quote valid for 45 days.
 - ♦ Terms are Due Upon Receipt unless prior credit arrangements are made at the time of order.
- SK0244**

Vehicle Configuration Options

ENGINE	
Code	Description
99T	ENGINE: 6.7L 4V OHV POWER STROKE V8 TURBO DIESEL B20, -inc: Diesel Exhaust Fluid (DEF) tank, intelligent oil-life monitor and manual push-button engine-exhaust braking, 240 Amp Alternator, 4.10 Axle Ratio, Dual 78-AH 750 CCA Batteries
TRANSMISSION	
Code	Description
44G	TRANSMISSION: TORQSHIFT 10-SPEED AUTOMATIC, -inc: selectable drive modes: normal, tow/haul, eco and deep sand/snow (STD)
TIRES	
Code	Description
TGK	TIRES: 225/70RX19.5G BSW TRACTION (TGK), -inc: 4 traction tires on the rear and 2 traction tires on the front, Not recommended for over the road applications; could incur irregular front tire wear and/or NVH, Optional spare is 225/70Rx19.5G BSW traction
PRIMARY PAINT	
Code	Description
Z1	OXFORD WHITE
PAINT SCHEME	
Code	Description
___	STANDARD PAINT
SEAT TYPE	
Code	Description
AS	MEDIUM EARTH GRAY, HD VINYL 40/20/40 SPLIT BENCH SEAT, -inc: center armrest, cupholder, storage and driver's side manual lumbar
AXLE RATIO	
Code	Description
X8L	LIMITED SLIP W/4.88 AXLE RATIO
ADDITIONAL EQUIPMENT	
Code	Description
90L	POWER EQUIPMENT GROUP, -inc: Deletes passenger side lock cylinder, upgraded door-trim panel, Accessory Delay, Advanced Security Pack, SecuriLock Passive Anti-Theft System (PATS) and inclination/intrusion sensors, MyKey, owner controls feature, Power Locks, Remote Keyless Entry, Trailer Tow Mirrors w/Power Heated Glass, manual telescoping, heated convex spotter mirror and integrated clearance lamps/turn signals, Power Front Side Windows, 1-touch up/down driver/passenger window

62R	TRANSMISSION POWER TAKE-OFF PROVISION, -inc: transmission mounted live drive and stationary mode PTO
41H	ENGINE BLOCK HEATER
68M	GVWR: 19,500 LB PAYLOAD PLUS UPGRADE PACKAGE, -inc: upgraded frame, rear-axle and low deflection/high capacity springs, Increases max RGAWR to 14, 706, Note: See Order Guide Supplemental Reference for further details on GVWR
67P	EXTRA HEAVY-DUTY FRONT END SUSPENSION - 7,500 GAWR, -inc: upgraded front axle and max 7,500 lbs, Front springs/GAWR rating for configuration selected, Incomplete vehicle package - requires further manufacture and certification by a final stage manufacturer
76C	EXTERIOR BACKUP ALARM (PRE-INSTALLED), -inc: Custom accessory
512	SPARE TIRE, WHEEL & JACK, -inc: Excludes carrier, 6-Ton Hydraulic Jack
18B	PLATFORM RUNNING BOARDS
63C	AFT-AXLE FRAME EXTENSION PACK, -inc: 32.4" aft-of-axle frame extension increases AF dimension to 79.6"
61J	6-TON HYDRAULIC JACK
525	STEERING WHEEL-MOUNTED CRUISE CONTROL
872	REAR VIEW CAMERA & PREP KIT, -inc: loose camera and wiring bundle
OPTION PACKAGE	
Code	Description
660A	ORDER CODE 660A

2020 Fleet/Non-Retail Ford Super Duty F-550 DRW XL 4WD Reg Cab 169" WB 84" CA

WINDOW STICKER

2020 Ford Super Duty F-550 DRW XL 4WD Reg Cab 169" WB 84" CA		
CODE	MODEL	MSRP
F5H	2020 Ford Super Duty F-550 DRW XL 4WD Reg Cab 169" WB 84" CA	\$43,440.00
	OPTIONS	
99T	ENGINE: 6.7L 4V OHV POWER STROKE V8 TURBO DIESEL B20, -inc: Diesel Exhaust Fluid (DEF) tank, intelligent oil-life monitor and manual push-button engine-exhaust braking, 240 Amp Alternator, 4.10 Axle Ratio, Dual 78-AH 750 CCA Batteries	\$9,325.00
44G	TRANSMISSION: TORQSHIFT 10-SPEED AUTOMATIC, -inc: selectable drive modes: normal, tow/haul, eco and deep sand/snow (STD)	\$0.00
TGK	TIRES: 225/70RX19.5G BSW TRACTION (TGK), -inc: 4 traction tires on the rear and 2 traction tires on the front, Not recommended for over the road applications; could incur irregular front tire wear and/or NVH, Optional spare is 225/70Rx19.5G BSW traction	\$215.00
Z1	OXFORD WHITE	\$0.00
—	STANDARD PAINT	\$0.00
AS	MEDIUM EARTH GRAY, HD VINYL 40/20/40 SPLIT BENCH SEAT, -inc: center armrest, cupholder, storage and driver's side manual lumbar	\$0.00
X8L	LIMITED SLIP W/4.88 AXLE RATIO	\$360.00
90L	POWER EQUIPMENT GROUP, -inc: Deletes passenger side lock cylinder, upgraded door-trim panel, Accessory Delay, Advanced Security Pack, SecurILock Passive Anti-Theft System (PATS) and inclination/intrusion sensors, MyKey, owner controls feature, Power Locks, Remote Keyless Entry, Trailer Tow Mirrors w/Power Heated Glass, manual telescoping, heated convex spotter mirror and integrated clearance lamps/turn signals, Power Front Side Windows, 1-touch up/down driver/passenger window	\$915.00
62R	TRANSMISSION POWER TAKE-OFF PROVISION, -inc: transmission mounted live drive and stationary mode PTO	\$0.00
41H	ENGINE BLOCK HEATER	\$100.00
68M	GVWR: 19,500 LB PAYLOAD PLUS UPGRADE PACKAGE, -inc: upgraded frame, rear-axle and low deflection/high capacity springs, Increases max RGAWR to 14, 706, Note: See Order Guide Supplemental Reference for further details on GVWR	\$1,155.00
67P	EXTRA HEAVY-DUTY FRONT END SUSPENSION - 7,500 GAWR, -inc: upgraded front axle and max 7,500 lbs, Front springs/GAWR rating for configuration selected, Incomplete vehicle package - requires further manufacture and certification by a final stage manufacturer	\$285.00
76C	EXTERIOR BACKUP ALARM (PRE-INSTALLED), -inc: Custom accessory	\$140.00
512	SPARE TIRE, WHEEL & JACK, -inc: Excludes carrier, 6-Ton Hydraulic Jack	\$350.00
18B	PLATFORM RUNNING BOARDS	\$320.00
63C	AFT-AXLE FRAME EXTENSION PACK, -inc: 32.4" aft-of-axle frame extension increases AF dimension to 79.6"	\$115.00
61J	6-TON HYDRAULIC JACK	INC
525	STEERING WHEEL-MOUNTED CRUISE CONTROL	\$235.00
872	REAR VIEW CAMERA & PREP KIT, -inc: loose camera and wiring bundle	\$415.00
660A	ORDER CODE 660A	\$0.00

Please note selected options override standard equipment

SUBTOTAL	\$57,370.00
Advert/ Adjustments	\$0.00
Manufacturer Destination Charge	\$1,595.00
TOTAL PRICE	\$58,965.00

Est City: MPG
Est Highway: MPG
Est Highway Cruising Range: 0.00 mi

Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

Standard Equipment**MECHANICAL**

Engine: 7.3L 2V DEVCT NA PFI V8 Gas
Transmission: TorqShift 10-Speed Automatic -inc: selectable drive modes: normal, tow/haul, eco and deep sand/snow
4.88 Axle Ratio
GVWR: 18,000 lbs Payload Package
50-State Emissions System
Transmission w/Oil Cooler
Electronic Transfer Case
Part-Time Four-Wheel Drive
78-Amp/Hr 750CCA Maintenance-Free Battery w/Run Down Protection
HD 240 Amp Alternator
Towing Equipment -inc: Trailer Sway Control
Trailer Wiring Harness
10950lbs. Maximum Payload
HD Shock Absorbers
Front And Rear Anti-Roll Bars
Firm Suspension
Hydraulic Power-Assist Steering
40 Gal. Fuel Tank
Single Stainless Steel Exhaust
Dual Rear Wheels
Auto Locking Hubs
Front Suspension w/Coil Springs
Leaf Rear Suspension w/Leaf Springs
4-Wheel Disc Brakes w/4-Wheel ABS, Front And Rear Vented Discs and Brake Assist
Upfitter Switches

EXTERIOR

Wheels: 19.5" Argent Painted Steel -inc: Hub covers/center ornaments not included
Tires: 225/70Rx19.5G BSW A/P -inc: Optional spare is 225/70Rx19.5G BSW A/P
Clearcoat Paint
Black Front Bumper w/Black Rub Strip/Fascia Accent and 2 Tow Hooks
Black Fender Flares
Black Side Windows Trim and Black Front Windshield Trim
Black Door Handles
Black Manual Side Mirrors w/Manual Folding
Manual Extendable Trailer Style Mirrors

Fixed Rear Window
Light Tinted Glass
Variable Intermittent Wipers
Aluminum Panels
Front Splash Guards
Black Grille
Front License Plate Bracket
Fully Automatic Aero-Composite Halogen Auto High-Beam Daytime Running Lights Preference Setting Headlamps w/Delay-Off
Cab Clearance Lights

ENTERTAINMENT

Radio: AM/FM Stereo w/MP3 Player -inc: 4 speakers
Radio w/Seek-Scan
Fixed Antenna
SYNC Communications & Entertainment System -inc: enhanced voice recognition, 911 Assist, 4.2" LCD center stack screen, AppLink, 1 smart-charging USB-C port and steering wheel audio controls

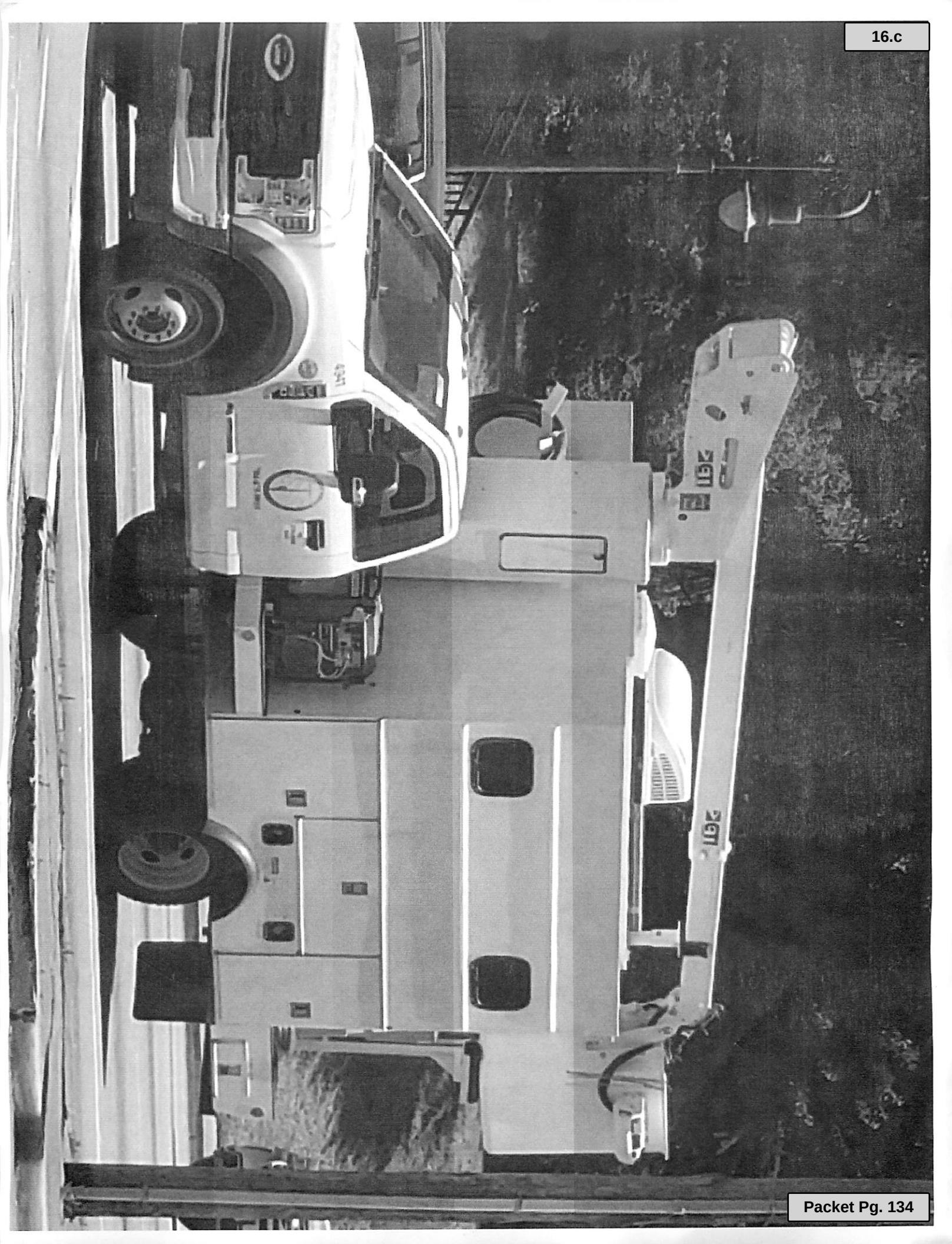
INTERIOR

4-Way Driver Seat -inc: Manual Recline and Fore/Aft Movement
4-Way Passenger Seat -inc: Manual Recline and Fore/Aft Movement
Manual Tilt/Telescoping Steering Column
Gauges -inc: Speedometer, Odometer, Oil Pressure, Engine Coolant Temp, Tachometer, Transmission Fluid Temp, Engine Hour Meter, Trip Odometer and Trip Computer
FordPass Connect 4G LTE WiFi Mobile Hotspot Internet Access
Manual Air Conditioning
Illuminated Locking Glove Box
Interior Trim -inc: Chrome Interior Accents
Full Cloth Headliner
Urethane Gear Shift Knob
HD Vinyl 40/20/40 Split Bench Seat -inc: center armrest, cupholder, storage and driver's side manual lumbar
Day-Night Rearview Mirror
Passenger Visor Vanity Mirror
2 12V DC Power Outlets
Front Map Lights
Fade-To-Off Interior Lighting
Full Vinyl/Rubber Floor Covering
Underhood Lights
Smart Device Remote Engine Start
Instrument Panel Covered Bin and Dashboard Storage

Manual 1st Row Windows
Systems Monitor
Trip Computer
Outside Temp Gauge
Analog Display
Manual Adjustable Front Head Restraints
Air Filtration

SAFETY

Driveline Traction Control
Side Impact Beams
Dual Stage Driver And Passenger Seat-Mounted Side Airbags
Dual Stage Driver And Passenger Front Airbags w/Passenger Off Switch
Safety Canopy System Curtain 1st Row Airbags
Outboard Front Lap And Shoulder Safety Belts -inc: Height Adjusters



INTERNATIONAL®

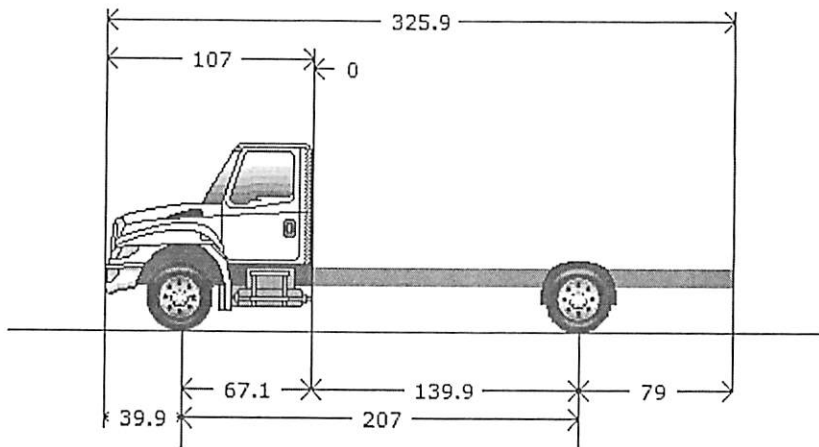
December 13, 2019

Prepared For:
CITY OF COLUMBIA
MARLON O EPPS
2910 Colonial Dr.
Columbia, SC 29203-6812
(803)545 - 3476
Reference ID: mv607 25000

Presented By:
CAROLINA INTERNATIONAL TRUCKS, INC
RANDY R SPIRES
1619 BLUFF RD
COLUMBIA SC 29201 -
(803)799-4923

Thank you for the opportunity to provide you with the following quotation on a new International truck. I am sure the following detailed specification will meet your operational requirements, and I look forward to serving your business needs.

STATE CONTRACT #4400019807



Model Profile
2020 MV607 SBA (MV607)

AXLE CONFIG:	4X2
APPLICATION:	Bucket Lift (Utility)
MISSION:	Requested GVWR: 33000. Calc. GVWR: 33000 Calc. Start / Grade Ability: 38.53% / 2.59% @ 55 MPH Calc. Geared Speed: 79.6 MPH
DIMENSION:	Wheelbase: 207.00, CA: 139.90, Axle to Frame: 79.00
ENGINE, DIESEL:	{Cummins B6.7 325} EPA 2017, 325HP @ 2400 RPM, 750 lb-ft Torque @ 1800 RPM, 2600 RPM Governed Speed, 325 Peak HP (Max)
TRANSMISSION, AUTOMATIC:	{Allison 3000 RDS} 5th Generation Controls, Close Ratio, 6-Speed with Double Overdrive, with PTO Provision, Less Retarder, Includes Oil Level Sensor, with 80,000-lb GVW and GCW Max, On/Off Highway
CLUTCH:	Omit Item (Clutch & Control)
AXLE, FRONT NON-DRIVING:	{Meritor MFS-14-122A} I-Beam Type, 14,000-lb Capacity
AXLE, REAR, SINGLE:	{Meritor RS-23-160} Single Reduction, 23,000-lb Capacity, Driver Controlled Locking Differential, 200 Wheel Ends Gear Ratio: 6.14
CAB:	Conventional, Day Cab
TIRE, FRONT:	(2) 12R22.5 Load Range H HSR2 (CONTINENTAL), 483 rev/mile, 75 MPH, All-Position
TIRE, REAR:	(4) 11R22.5 Load Range G HDR2 (CONTINENTAL), 491 rev/mile, 75 MPH, Drive
SUSPENSION, REAR, SINGLE:	31,000-lb Capacity, Vari-Rate Springs, with 4500-lb Capacity Auxiliary Rubber Springs
PAINT:	Cab schematic 100WP Location 1: 9219, Winter White (Std) Chassis schematic N/A

INTERNATIONAL®

Vehicle Specifications
2020 MV607 SBA (MV607)

December 13, 2019

<u>Code</u>	<u>Description</u>	<u>List</u> (US DOLLAR)
MV60700	Base Chassis, Model MV607 SBA with 207.00 Wheelbase, 139.90 CA, and 79.00 Axle to Frame.	\$93,638.00
1570	TOW HOOK, FRONT (2) Frame Mounted	\$84.00
1ANA	AXLE CONFIGURATION {Navistar} 4x2	\$0.00
	<u>Notes</u> : Pricing may change if axle configuration is changed.	
1CEM	FRAME RAILS Heat Treated Alloy Steel (120,000 PSI Yield); 10.375" x 3.705" x 0.438" (263.5mm x 94.1mm x 11.1mm); 456.0" (11582mm) Maximum OAL, Limited to 33,000 lb Maximum GVWR	\$1,274.00
1LEG	LICENSE PLATE HOLDER Includes Upper & Lower Mounting Plate Hardware, Mounted in Existing Holes in Front Bumper	\$29.00
1LLE	BUMPER, FRONT Contoured, Steel, Severe Duty	\$170.00
1WAC	BUMPER EXTENSION, FRONT 4.0"	\$50.00
1WEJ	WHEELBASE RANGE 199" (505cm) Through and Including 254" (645cm)	\$349.00
2AST	AXLE, FRONT NON-DRIVING {Meritor MFS-14-122A} I-Beam Type, 14,000-lb Capacity	\$521.00
3770	SPRINGS, FRONT AUXILIARY Rubber	\$111.00
3ADD	SUSPENSION, FRONT, SPRING Parabolic Taper Leaf, Shackle Type, 14,000-lb Capacity, with Shock Absorbers	\$662.00
	<u>Includes</u> : SPRING PINS Rubber Bushings, Maintenance-Free	
4091	BRAKE SYSTEM, AIR Dual System for Straight Truck Applications	(\$339.00)
	<u>Includes</u> : BRAKE LINES Color and Size Coded Nylon : DRAIN VALVE Twist-Type : GAUGE, AIR PRESSURE (2) Air 1 and Air 2 Gauges; Located in Instrument Cluster : PARKING BRAKE CONTROL Yellow Knob, Located on Instrument Panel : QUICK RELEASE VALVE On Rear Axle for Spring Brake Release: 1 for 4x2, 2 for 6x4 : SLACK ADJUSTERS, FRONT Automatic (with Air Cam Brakes) : SLACK ADJUSTERS, REAR Automatic (with Air Cam Brakes) : SPRING BRAKE MODULATOR VALVE R-7 for 4x2, SR-7 with relay valve for 6x4/8x6	
4732	DRAIN VALVE {Berg} with Pull Chain, for Air Tank	\$30.00
4AZA	AIR BRAKE ABS {Bendix AntiLock Brake System} Full Vehicle Wheel Control System (4-Channel)	\$1,357.00
4EBT	AIR DRYER {Bendix AD-IP} with Heater	\$526.00
4EXP	BRAKE CHAMBERS, FRONT AXLE {Bendix} 20 SqIn	\$0.00
4EXU	BRAKE CHAMBERS, REAR AXLE {Bendix EverSure} 30/30 Spring Brake	\$0.00
4JCJ	BRAKES, FRONT, AIR CAM S-Cam; 16.5" x 5.0"; Includes 20 Sq. In. Long Stroke Brake Chambers	\$0.00
4NDB	BRAKES, REAR, AIR CAM S-Cam; 16.5" x 7.0"; Includes 30/30 Sq.In. Long Stroke Brake Chamber and Spring Actuated Parking Brake	\$0.00
4SPA	AIR COMPRESSOR {Cummins} 18.7 CFM	\$69.00
4VKC	AIR DRYER LOCATION Mounted Inside Left Rail, Back of Cab	\$50.00

INTERNATIONAL®**Vehicle Specifications
2020 MV607 SBA (MV607)**

December 13, 2019

<u>Code</u>	<u>Description</u>	<u>List</u> (US DOLLAR)
4VKJ	AIR TANK LOCATION (2) Mounted Under Battery Box, Outside Left Rail, Back of Cab, Perpendicular to Rail	\$50.00
5710	STEERING COLUMN Tilting and Telescoping	\$463.00
5CAW	STEERING WHEEL 4-Spoke; 18" Dia., Black	\$0.00
5PSA	STEERING GEAR {Sheppard M100} Power	\$120.00
6DGG	DRIVELINE SYSTEM {Dana Spicer} 1710, for 4x2/6x2	(\$249.00)
7BEU	AFTERTREATMENT COVER Aluminum	\$278.00
7BKP	EXHAUST SYSTEM Single, Horizontal Aftertreatment Device, Frame Mounted Right Side Under Cab, for Single Short Horizontal Tail Pipe, Frame Mounted Right Side Back of Cab	\$1,161.00
7SCP	ENGINE EXHAUST BRAKE for Cummins ISB/B6.7/ISL/L9 Engine with Variable Vane Turbo Charger	\$184.00
8000	ELECTRICAL SYSTEM 12-Volt, Standard Equipment	\$0.00
	<u>Includes</u>	
	: DATA LINK CONNECTOR For Vehicle Programming and Diagnostics In Cab	
	: HAZARD SWITCH Push On/Push Off, Located on Instrument Panel to Right of Steering Wheel	
	: HEADLIGHT DIMMER SWITCH Integral with Turn Signal Lever	
	: PARKING LIGHT Integral with Front Turn Signal and Rear Tail Light	
	: STARTER SWITCH Electric, Key Operated	
	: STOP, TURN, TAIL & B/U LIGHTS Dual, Rear, Combination with Reflector	
	: TURN SIGNAL SWITCH Self-Cancelling for Trucks, Manual Cancelling for Tractors, with Lane Change Feature	
	: TURN SIGNALS, FRONT Includes Reflectors and Auxiliary Side Turn Signals, Solid State Flashers; Flush Mounted	
	: WINDSHIELD WIPER SWITCH 2-Speed with Wash and Intermittent Feature (5 Pre-Set Delays), Integral with Turn Signal Lever	
	: WINDSHIELD WIPERS Single Motor, Electric, Cowl Mounted	
	: WIRING, CHASSIS Color Coded and Continuously Numbered	
8518	CIGAR LIGHTER Includes Ash Cup	\$18.00
8541	HORN, ELECTRIC (2) Disc Style	\$29.00
8718	POWER SOURCE Cigar Type Receptacle without Plug and Cord	\$30.00
8GXD	ALTERNATOR {Leece-Neville AVI160P2013} Brush Type; 12 Volt 160 Amp. Capacity, Pad Mount, with Remote Sense	\$0.00
8HAB	BODY BUILDER WIRING Back of Day Cab at Left Frame or Under Sleeper, Extended or Crew Cab at Left Frame; Includes Sealed Connectors for Tail/Amber Turn/Marker/ Backup/ Accessory Power/Ground and Sealed Connector for Stop/Turn	\$100.00
8HAH	ELECTRIC TRAILER BRAKE/LIGHTS Accommodation Package to Rear of Frame; for Combined Trailer Stop, Tail, Turn, Marker Light Circuits; Includes Electric Trailer Brake Accommodation Package with Cab Connections for Mounting Customer Installed Electric Brake Unit, Less Trailer Socket	\$363.00
8MSG	BATTERY SYSTEM {Fleetrite} Maintenance-Free, (3) 12-Volt 1980CCA Total, Top Threaded Stud	\$103.00
8RML	RADIO AM/FM/WB/Clock/Bluetooth/USB Input/Auxiliary Input, MP3, Apple Device Play & Control	\$483.00

INTERNATIONAL®Vehicle Specifications
2020 MV607 SBA (MV607)

December 13, 2019

<u>Code</u>	<u>Description</u>	<u>List</u> (US DOLLAR)
8RMZ	SPEAKERS (2) 6.5" Dual Cone Mounted in Both Doors, (2) 5.25" Dual Cone Mounted in Both B-Pillars	\$138.00
8THB	BACK-UP ALARM Electric, 102 dBA	\$120.00
8TKK	TRAILER AUXILIARY FEED CIRCUIT for Electric Trailer Brake Accommodation/Air Trailer ABS; with 30 Amp Fuse and Relay, Controlled by Ignition Switch	\$123.00
8TPR	STOP, TURN, TAIL & B/U LIGHTS {Weldon} Multi-Function LED Lamp, Mounted Outside Rails, Includes LED License Plate Light	\$178.00
8VUL	BATTERY BOX Steel, with Plastic Cover, 18" Wide, 2-4 Battery Capacity, Mounted Left Side Back of Cab	\$177.00
8WPB	HEADLIGHTS Halogen, Composite Aero Design, with Daytime Running Lights	\$58.00
8WPH	CLEARANCE/MARKER LIGHTS (5) {Truck Lite} Amber LED Lights, Flush Mounted on Cab or Sunshade	\$70.00
8WPZ	TEST EXTERIOR LIGHTS Pre-Trip Inspection will Cycle all Exterior Lamps Except Back-up Lights	\$42.00
8WRB	HEADLIGHTS ON W/WIPERS Headlights Will Automatically Turn on if Windshield Wipers are turned on	\$42.00
8WTK	STARTING MOTOR {Delco Remy 38MT Type 300} 12 Volt, Less Thermal Over-Crank Protection	\$193.00
8WWJ	INDICATOR, LOW COOLANT LEVEL with Audible Alarm	\$0.00
8XAH	CIRCUIT BREAKERS Manual-Reset (Main Panel) SAE Type III with Trip Indicators, Replaces All Fuses	\$0.00
8XGT	TURN SIGNALS, FRONT Includes LED Side Turn Lights Mounted on Fender	\$25.00
8XHN	HORN, AIR Black, Single Trumpet, with Lanyard Pull Cord	\$94.00
8XHR	POWER SOURCE, ADDITIONAL Auxiliary Power Outlet (APO) & USB Port, Located in the Instrument Panel	\$38.00
9AAB	LOGOS EXTERIOR Model Badges	\$0.00
9AAE	LOGOS EXTERIOR, ENGINE Badges	\$0.00
9HAD	GRILLE Chrome	\$0.00
9WAC	BUG SCREEN Mounted Behind Grille	\$131.00
9WAY	FRONT END Tilting, Fiberglass, with Three Piece Construction	\$0.00
10021	CHASSIS COATING Corrosion Resistant E-Coat Primer Coating for Single Frame Rails	\$500.00
10060	PAINT SCHEMATIC, PT-1 Single Color, Design 100	\$0.00
	<u>Includes</u> : PAINT SCHEMATIC ID LETTERS "WP"	
10761	PAINT TYPE Base Coat/Clear Coat, 1-2 Tone	\$0.00
10BAE	LABEL, DEF "DEF ONLY"	\$8.00
10SLV	PROMOTIONAL PACKAGE Government Silver Package	\$0.00
10WBS	KEYS - ALL ALIKE, ADDITIONAL 2 Keys	\$48.00
10WKJ	KEYS - ALL ALIKE, ID I-1003 Compatible with Z-001	\$0.00

INTERNATIONAL®

Vehicle Specifications
2020 MV607 SBA (MV607)

December 13, 2019

<u>Code</u>	<u>Description</u>	<u>List</u> (US DOLLAR)
10WUE	MUD FLAPS, FRONT WHEELS (2) Rubber, Mounted on Fender Extension	\$76.00
11001	CLUTCH Omit Item (Clutch & Control)	\$0.00
12703	ANTI-FREEZE Red, Extended Life Coolant; To -40 Degrees F/ -40 Degrees C, Freeze Protection	\$0.00
12EKC	ENGINE, DIESEL {Cummins B6.7 325} EPA 2017, 325HP @ 2400 RPM, 750 lb-ft Torque @ 1800 RPM, 2600 RPM Governed Speed, 325 Peak HP (Max)	\$5,649.00
12EMZ	VENDOR WARRANTY, ENGINE {Cummins} B6.7 Engine, 3-Year Unlimited Miles Standard Warranty	\$0.00
12THT	FAN DRIVE {Horton Drivemaster} Direct Drive Type, Two Speed with Residual Torque Device for Disengaged Fan Speed	\$654.00
	<u>Includes</u> : FAN Nylon	
12UYE	RADIATOR Aluminum; 2-Row, Cross Flow, Over Under System, 717 SqIn Louvered, with 313 SqIn Charge Air Cooler. with In-Tank Transmission Cooler	\$0.00
	<u>Includes</u> : DEAERATION SYSTEM with Surge Tank : HOSE CLAMPS, RADIATOR HOSES Gates Shrink Band Type; Thermoplastic Coolant Hose Clamps : RADIATOR HOSES Premium, Rubber	
12VBR	AIR CLEANER with Service Protection Element	\$0.00
12VHH	FEDERAL EMISSIONS {Cummins B6.7} EPA, OBD and GHG Certified for Calendar Year 2020	\$0.00
12VXU	THROTTLE, HAND CONTROL Engine Speed Control for PTO; Electronic, Stationary Pre-Set, Two Speed Settings; Mounted on Steering Wheel	\$0.00
12WCG	HOSE CLAMPS, RADIATOR HOSES {R.G. Ray Mini Flex Seal} Coil Spring/"T"-Bolt Type, for Radiator Hoses over 1" I.D.	\$54.00
12WPV	OIL PAN 15 Quart Capacity, For Cummins ISB/B6.7 Engines	\$0.00
12WZE	EMISSION COMPLIANCE Federal, Does Not Comply with California Clean Air Idle Regulations	\$0.00
12XAT	ENGINE CONTROL, REMOTE MOUNTED Provision for; Includes Wiring for Body Builder Installation of PTO Controls; with Ignition Switch Control for Cummins ISB/B6.7 or ISL/L9 Engines	\$45.00
13AVR	TRANSMISSION, AUTOMATIC {Allison 3000 RDS} 5th Generation Controls, Close Ratio, 6-Speed with Double Overdrive, with PTO Provision, Less Retarder, Includes Oil Level Sensor, with 80,000-lb GVW and GCW Max, On/Off Highway	\$6,899.00
13WET	TRANSMISSION SHIFT CONTROL for Column Mounted Stalk Shifter	\$50.00
13WLP	TRANSMISSION OIL Synthetic; 29 thru 42 Pints	\$203.00
13WUC	ALLISON SPARE INPUT/OUTPUT for Rugged Duty Series (RDS); General Purpose Trucks, Construction	\$0.00
13WVV	NEUTRAL AT STOP Allison Transmission Shifts to Neutral When Service Brake is Depressed and Vehicle is at Stop; Remains in Neutral Until Service Brake is Released	\$525.00
13WYU	SHIFT CONTROL PARAMETERS Allison 3000 or 4000 Series Transmissions, 5th Generation Controls, Performance Programming	\$0.00

INTERNATIONAL®

Vehicle Specifications
2020 MV607 SBA (MV607)

December 13, 2019

<u>Code</u>	<u>Description</u>	<u>List</u> (US DOLLAR)
13XAL	PTO LOCATION Customer Intends to Install PTO at Left Side of Transmission	\$0.00
14ARB	AXLE, REAR, SINGLE {Meritor RS-23-160} Single Reduction, 23,000-lb Capacity, Driver Controlled Locking Differential, 200 Wheel Ends . Gear Ratio: 6.14	\$2,076.00
14VAJ	SUSPENSION, REAR, SINGLE 31,000-lb Capacity, Vari-Rate Springs, with 4500-lb Capacity Auxiliary Rubber Springs	\$269.00
15924	FUEL TANK STRAPS Bright Finish Stainless Steel	\$260.00
15BAA	DEF TANK COVER Stainless Steel	\$233.00
15LMR	FUEL/WATER SEPARATOR {Racor 400 Series,} with Primer Pump, Includes Water-in-Fuel Sensor	\$0.00
15LMU	LOCATION FUEL/WATER SEPARATOR Mounted Outside Left Rail, 8" Back of Cab	\$0.00
15SRE	FUEL TANK Top Draw, Non-Polished Aluminum, D-Style, 19" Tank Depth, 50 US Gal (189L), Mounted Left Side, Under Cab	\$155.00
15WDG	DEF TANK 7 US Gal (26L) Capacity, Frame Mounted Outside Left Rail, Under Cab	\$0.00
16030	CAB Conventional, Day Cab	\$0.00
	<u>Includes</u> : CLEARANCE/MARKER LIGHTS (5) Flush Mounted	
16BAM	AIR CONDITIONER with Integral Heater and Defroster	\$923.00
16GDC	GAUGE CLUSTER Base Level; English with English Speedometer and Tachometer, for Air Brake Chassis, Includes Engine Coolant Temperature, Primary and Secondary Air Pressure, Fuel and DEF Gauges, Oil Pressure Gauge, Includes 3 Inch Monochromatic Text Display	\$0.00
16HGH	GAUGE, OIL TEMP, AUTO TRANS for Allison Transmission	\$48.00
16HHE	GAUGE, AIR CLEANER RESTRICTION {Filter-Minder} with Black Bezel, Mounted in Instrument Panel	\$30.00
16HKT	IP CLUSTER DISPLAY On Board Diagnostics Display of Fault Codes in Gauge Cluster	\$0.00
16JNT	SEAT, DRIVER {National 2000} Air Suspension, High Back with Integral Headrest, Vinyl, Isolator, 1 Chamber Lumbar, with 2 Position Front Cushion Adjust, -3 to +14 Degree Angle Back Adjust	\$116.00
16SDC	GRAB HANDLE, EXTERIOR (2) Chrome, Towel Bar Type, with Anti-Slip Rubber Inserts, for Cab Entry Mounted Left and Right Side at B-Pillar	\$236.00
16SMH	SEAT, TWO-MAN PASSENGER {National} Fixed Back, Integrated Headrest in Both Occupant Positions, Vinyl, with Under Seat Storage Compartment	\$576.00
16SNX	MIRROR, CONVEX, LOOK DOWN Right Side, Bright, 6" x 10.5"	\$57.00
16SPJ	MIRRORS (2) C-Loop, Power Adjust, Heated, LED Clearance Lights, Bright Heads and Arms, 7" x 14.5", Includes 8" x 6" Convex Mirrors, for 96" Load Width	\$498.00
	<u>Notes</u> : Mirror Dimensions are Rounded to the Nearest 0.5"	
16VCC	SEAT BELT All Orange; 1 to 3	\$26.00
16VKB	CAB INTERIOR TRIM Classic, for Day Cab	\$0.00
	<u>Includes</u> : CONSOLE, OVERHEAD Molded Plastic with Dual Storage Pockets, Retainer Nets and CB Radio Pocket; Located Above Driver and Passenger	

INTERNATIONAL®

Vehicle Specifications
2020 MV607 SBA (MV607)

December 13, 2019

<u>Code</u>	<u>Description</u>	<u>List</u> (US DOLLAR)
	: DOME LIGHT, CAB Door Activated and Push On-Off at Light Lens, Timed Theater Dimming, Integral to Overhead Console, Center Mounted : SUN VISOR (2) Padded Vinyl; 2 Moveable (Front-to-Side) Primary Visors, Driver Side with Toll Ticket Strap	
16VLM	CAB REAR SUSPENSION Rubber Suspension, for Low Cab Height	\$0.00
16WHJ	HOSE CLAMPS, HEATER HOSE {Breeze} Belleville Washer Type	\$25.00
16WJU	WINDOW, POWER (2) and Power Door Locks, Left and Right Doors, Includes Express Down Feature	\$367.00
16WKZ	KEYLESS ENTRY SYSTEM REMOTE with Panic and Auxiliary Buttons, Includes One Key Fob (Transmitter)	\$328.00
16XJN	INSTRUMENT PANEL Flat Panel	\$0.00
16XTK	ACCESS, CAB Bright Aluminum, Driver & Passenger Sides, Two Steps per Door, for use with Day Cab or Extended Cab	\$651.00
27DUW	WHEELS, FRONT {Accuride 51408} DISC; 22.5x8.25 Rims, Powder Coat Steel, 2-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with Steel Hubs	(\$61.00)
28DUW	WHEELS, REAR {Accuride 51408} DUAL DISC; 22.5x8.25 Rims, Powder Coat Steel, 2-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with Steel Hubs	(\$104.00)
29580	WHEEL SEALS, FRONT {International} Oil-Lubricated Wheel Bearings	\$37.00
7372135423	(4) TIRE, REAR 11R22.5 Load Range G HDR2 (CONTINENTAL), 491 rev/mile, 75 MPH, Drive	\$872.00
7382155415	(2) TIRE, FRONT 12R22.5 Load Range H HSR2 (CONTINENTAL), 483 rev/mile, 75 MPH, All-Position	\$386.00
	Total of Product Features	\$125,858.00
	Services Section:	
40129	WARRANTY Standard for MV Series, Effective with Vehicles Built July 1, 2017 or Later, CTS-2020A	\$0.00
40LKS	SRV CONTRACT, EXT STARTER/ALT {Navistar Prepackaged Components} Covers Starter and Alternator Only, To 60-Month/200,000 Miles (320,000 km)	\$840.00
40SYT	SRV CONTRACT, EXT CMS ENG/AFTR {Cummins} To 60-Month/200,000 Miles (320,000 km), Extended Cummins B6.7 Engine Coverage, Protection Plan 1 and Aftertreatment, (Truck Application Only)	\$3,600.00
	Total of Service Features	\$4,440.00
	Total List Price Including Options:	\$130,298.00
1	Pintle Hook	\$785.00
2	Glad Hands	\$125.00
3	Back up alarm	\$85.00
4	AUX POWER	\$135.00
5	CAMERA SYSTEM	\$960.00

INTERNATIONAL®

Vehicle Specifications
2020 MV607 SBA (MV607)

December 13, 2019

<u>Code</u>	<u>Description</u>	<u>List</u> (US DOLLAR)
6	FIRE EXT AND TRIANGLES	\$85.00
7	VERSALIFT-VO270 FORESTRY PACKAGE	\$0.00
	89747	
	Total Body Allied:	\$2,175.00
	2nd key fob required - 2 KEYS	\$220.00
	LOT	\$300.00
	Wash - RFQ was \$150	\$150.00
	PDI - No Charge	\$0.00
	DOT Inspection	\$78.00
	Cut Extra Key was \$8	\$8.00
	Install Trailer Wiring RFQ was \$36.72	\$36.72
	Admin Fee was 600	\$600.00
	fuel	\$50.00
	Total Goods Purchased:	\$1,442.72

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Financial Summary
2020 MV607 SBA (MV607)

December 13, 2019

<u>Description</u>	(US DOLLAR)	<u>Price</u>
Factory List Prices:		
Product Items	\$125,858.00	
Service Items	\$4,440.00	
Total Factory List Price Including Options:		\$130,298.00
Total Goods Purchased:		\$1,442.72
ADDS	\$0.00	
Base CA 84.9 WB 152 AF 63		
Increase CA to 102" - 1WEH WB 169 AF		
63 No charge		
Increase CA to 120" - 1WEH WB 187 AF		
75 No charge		
Increase CA to 138" - 1WEJ WB 205 AF		
75 \$214		
ADDS	\$0.00	
Full Air Brakes - \$924		
4619 tractor connector valve		
ABS 4AZA		
Front Chambers 4EXP		
Rear Chambers 4EXU		
S Cam Front 4JCH		
S Cam Rear 4NDB		
Air Compressor 4SPA		
Drain Valve - Standard no code		
**NO AIR DRYER INCLUDED IN THIS		
ADD**		
ADDS	\$0.00	
Body Install Fee \$200		
ADDS	\$0.00	
Operator Manual No charge		
Operator Training No charge		
Repair Technician Training No charge		
Shop Manual (CD or DVD) No charge		
DEDUCTS	\$0.00	
Auxiliary Power Connection(our service		
install) less \$36.70		
Auxiliary Rear Springs Req'd feature		
14VAD no deduct		
Pintle Hook Assembly ONLY less \$1275		
VERSALIFT-VO270 FORESTRY	\$89,747.00	
PACKAGE		
Total Preparation And Delivery:		\$89,747.00
Freight	\$2,200.00	
180 VERSALIFT- LEAD TIME,	\$1,800.00	
INTEREST INCURRED		
Total Freight:		\$4,000.00
Total Factory List Price Including Freight:		\$225,487.72
Less Customer Allowance:		(\$60,650.78)
Total Vehicle Price:		\$164,836.94
Total Body/Allied Equipment:		\$2,175.00
Total Sale Price:		\$167,011.94
Total Per Vehicle Sales Price:		\$167,011.94
Total Net Sales Excluding Taxes:		\$167,011.94
IMF	\$500.00	
Total Taxes:		\$500.00
Net Sales Price:		\$167,511.94

PRICE SUMMARY**BUDGET PRICE:****\$89,747.00**

Terms: 30 Days
Availability: 180 Days after Receipt of Order
Validity: This quote is valid for 30 days

Please let us know if you have any questions.

Best Regards,
Logan Stewart
Regional Account Manager
Versalift Southeast
Ph: (336) 213-4878
E-mail: LoganStewart@versalift.com

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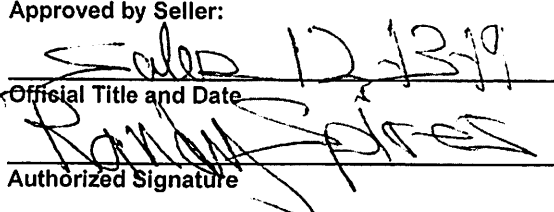
Financial Summary
2020 MV607 SBA (MV607)

December 13, 2019

Please feel free to contact me regarding these specifications should your interests or needs change. I am confident you will be pleased with the quality and service of an International vehicle.

Approved by Seller:

Accepted by Purchaser:


 Official Title and Date

Firm or Business Name

Authorized Signature

Authorized Signature and Date

This proposal is not binding upon the seller without
Seller's Authorized Signature

 Official Title and Date

The TOPS FET calculation is an estimate for reference purposes only. The seller or retailer is responsible for calculating and reporting/paying appropriate FET to the IRS.

The limited warranties applicable to the vehicles described herein are Navistar, Inc.'s standard printed warranties which are incorporated herein by reference and to which you have been provided a copy and hereby agree to their terms and conditions.



DATE: November 7, 2019

TO: City of Columbia
Attn: Caleb King
2910 Colonial Dr
Columbia SC 29203

SUBJECT: Specs and Quote for Versalift VO270 Forestry Package Installed on Customer Supplied Chassis

We are pleased to quote the VERSALIFT VO-270-I, Reverse Mounted, insulated 70 ft. 10 in. (21.6 m) overcenter, articulated aerial platform lift, 75ft. 10 n working height (23.1). With 50 ft. 8 in. (15.4 m) over-center horizontal reach including the following items:

Platform: The fiberglass platform is 24" x 24" x 42" deep with inside and outside step for easy access. The maximum platform capacity is 350 lbs. (161 kg). The VO-270 platform is side mounted and classified as one man.

Tilt Platform: The tilt platform can be quickly released and tipped for rescue or clean out.

Mechanical Platform Leveling: Platform leveling is achieved automatically through a completely enclosed parallelogram system. The major components of this system include ½" (13 mm) diameter fiberglass leveling rods, and #60 high strength roller chain. There are no cables used in this system. The fiberglass leveling rods maintain the insulation gaps in all boom positions and are tested at twice the rated load. The tension is adjusted by means of a threaded rod in the upper and lower boom and platform leveling is adjusted by a threaded rod at the turret.

Lower Boom: The lower boom is designed and constructed from high strength steel plate, forming a 10" x 12" (250mm x 300mm) rectangular tube. **Boom articulation is 125° from horizontal to 35° past vertical.** Articulation is achieved by using a double-acting hydraulic cylinder equipped with two integral holding valves. In the event of a hydraulic failure, the integral holding valves prevent the booms from dropping by locking the booms in position. In addition, the cylinder rod eye is both threaded and welded.

Chassis Insulating System (Lower Boom Insert): Each end of a high strength filament-wound epoxy resin fiberglass is inserted into the steel boom sections. A fiberglass insert maintains a 18" (0.45m) insulation between the two steel sections. The steel and fiberglass sections are bonded with pressure-injected adhesive, which fills all the voids. After the adhesive cures, 16 bolts are installed to ensure maximum strength. A stainless-steel stud is supplied at each end of the insert to shunt the chassis insulating system during electrical testing.

Insulated Upper Boom: The rectangular upper boom tapers from 8" x 12" (200mm x 300mm) at the elbow end to 8" x 10" (200mm x 250mm) at the platform end and is constructed of high strength filament-wound epoxy resin fiberglass. The fiberglass has a gel coat and a high gloss durable urethane finish for added weather protection and water beading. A steel weldment is inserted into the fiberglass at the elbow end of the boom then adhesive is pumped in under pressure to fill all voids. The fiberglass boom is certified for 46KV and below in accordance with ANSI A92.2 Category C dielectric rating requirements. **The upper boom articulates a total of 245° relative to the lower boom.** A side by side boom design allows low travel height and improved platform access. The upper

boom articulation is accomplished by a double acting hydraulic cylinder and 4-bar mechanical linkage. The system does not use any cables and the booms can be stowed in any sequence. A double acting holding valve is provided. An upper boom storage cradle mounted on the turret assures solid boom support in the stowed position. A ratchet-type boom tie-down strap is included.

Turret: The turret wings are designed for strength and rigidity. The bearing cover is continuously welded to seal out moisture and prevent foreign materials from obstructing the turret rotation. The 1 ¼" (32mm) turret base plate is machined to provide a flat surface to support the rotation bearing.

Continuous Rotation: Rotation is continuous and unrestricted in either direction. This is accomplished by a hydraulically driven worm and spur gear with a shear-ball rotation bearing. The critical bolts holding the lift to the rotation bearing and the rotation bearing to the pedestal are grade 8 hex head capscrews. These critical bolts are torque seal marked to provide a quick means of detecting any turning of the bolt upon inspection. An eccentric ring gearbox mounting allows for precise adjustments to the gearbox to pinion clearance.

Lubrication: Non-lube bearings are used at most points of motion. Only the rotation bearing and extension chain require lubrication.

Elevator – The Longitudinal elevator replaces a traditional pedestal and provides a 10 ft (3.0 m) vertical lift. The elevator is actuated by two double acting cylinders. An equalizer link keeps each cylinder synchronized through the full range of motion. All major components are fully boxed to provide a stiff and secure structure. The top plate of the elevator is 1-1/4 in. (32 mm) thick and machined flat to support the rotation bearing.

Subframe: The longitudinal subframe is designed for 141-inch cab to axle chassis. The chassis frame must be a minimum 18 in³ section modulus and a 900,000 in-lbs frame resisting bending moment.

Main Outriggers: The main A-frame outriggers are attached to the subframe. The outriggers are equipped with pilot operated check valves, internal thermal relief valves and separate controls for each outrigger. At maximum extension, the outriggers provide 150" (3.81 m) of spread and a maximum of 7" (178 mm) of penetration based on a 36" (0.91 m) frame height. Outrigger selector controls are included. Alarm sounds when outrigger in motion.

Outrigger/Boom Interlock System: The outrigger/boom interlock system prevents lift operation until the outriggers contact the ground and outrigger retraction before the aerial lift is properly stored.

Paint: The complete unit is primed and painted before assembly. The standard color is white urethane.

Hydraulic System: The open-center hydraulic system operates at 2900psi (205 kg/cm²) at 7 gpm (26 lpm). A 10-micron return-line filter, mounted above the hydraulic oil level and inside the pedestal, can easily be changed without draining the reservoir. A filter gauge with a color coded range is used to monitor the condition of the return line filter for replacement. The 100 mesh (149 micron) suction strainer in the reservoir can be removed for cleaning. A gate valve, located below the reservoir, prevents oil loss when the pump is serviced. A magnetic drain plug attracts metal particles from the oil. Sight gauges mounted on the reservoir wall are convenient for monitoring the oil level.

Hydraulic Oil Reservoir: External 30 gal. (115 L) hydraulic reservoir has anti-splash baffles, a return line filter gauge, and easy to read fluid level gauges.

Cylinders: Both the upper and the lower cylinders are a threaded head-cap design. The upper cylinder is equipped with two integral holding valves to prevent creep down and lock the booms in position in case of hose failure. All holding valves are recessed into the base of the cylinders to provide protection from falling objects. When stowed, both cylinder rods are retracted, protecting them from damage and rust.

Hydraulic Tools: Dual set of hydraulic tool ports (pressure port and return port) at the upper controls. A pressure-reducing valve is used to limit the tool pressure. This valve is preset at 2000 psi (140 kg/cm²), but can be adjusted to the desired tool pressure. The tool circuit provides a 7 gpm (26 lpm) flowrate.

Control Valves: Full pressure hydraulic control valves at the platform and turret control rotation, upper boom, and lower boom movements. The upper control is Unitrol single stick upper control is optional. The lower controls are

equipped with a selector valve to override the upper controls and also serves as the emergency stop for the upper controls. The outriggers are operated by separate control valves located with the ground controls. On reverse mounted units, an additional control valve is provided to operate a dump body. Hydraulic tool power is standard at the upper controls.

Hoses and Fittings: The hoses, routed through the booms, are high pressure and non-conductive with swaged hose end fittings. Retainers separate the hoses inside the booms to prevent chafing and nylon sleeves are installed over hoses at points of movement. Reusable fittings can be installed if a hose is damaged.

Electrical Insulation Specifications: The outer/inner boom assembly is tested and certified for electrical work at 46 KV and below in accordance with ANSI A92.2 requirements. It is fully insulated even in a retracted position. The chassis insulating system (lower boom insert) is also tested according to ANSI A92.2. Vacuum prevention for all the hydraulic hoses routed through the insulated booms is standard on VO-270-I.

Manuals: Two operator's manuals and two service manuals are included with each VO-270-I aerial lift.

Warranty: Those parts manufactured by Time Manufacturing are warranted for one (1) full year from date of purchase.

Truck:

International MV607

13,000lbs Front - 20,000lbs Rear

14,000lbs Front Springs – 23,500lbs Rear Springs with Helpers

Air Brakes

22.5 x 8.25 Painted Disc Wheels

12R22.5 Tires Front - 11R22.5 Traction Tires on Rear

Single Frame with 120,000PSI, 20.1 Section Modulus

141" Clean CA, 138" Effective CA (Usable)

Horizontal or Vertical Exhaust, Exhaust Tip pointing toward rear under frame if horizontal

Body: 11ft Forestry Body Painted White

132" Long x 60" Tall x 96" Wide

6x4 Cross Box with J-Hooks and Shelves

3 Doors on Drivers Side, Ferox Coating on Top for Walking (Anti-Skid)

2 Doors with Horizontal Box on Passenger Side, Ferox Coating on Top for Walking (Anti-Skid)

All Locks Keyed Alike

Theft Rods for Bin Doors

Inside Ladder & Pruner Pole Box/Curbside

Tailgate w/270 Degree Swing

Coal Tar Undercoating

Chipper Air Exhaust Vents

Wheel Chock Holders w/2 Chocks

Outrigger Pad Holders w/2 Outrigger Pads

4 Point Strobe Lights

LED Lighting

Back Up Alarm

Electric Brake Controller

Pintle Hitch with Reinforcement

6 Pin Round and 7 RV Trailer Connector

Full Cab Guard w/Access Steps Painted Black, Ferox Coating on Top of Cab Guard (Anti-Skid)

ICC Bumper

Mud Flaps

Body Harness & Lanyard

5lbs ABC Fire Extinguisher

Outrigger Pads 18x18 Included

Wheel Chocks Included (Rubber)

DOT Triangles

Road Tested and Safety Inspected

Cone Holder on Front Bumper



We Are Columbia

MEETING DATE: March 10, 2020

DEPARTMENT: Procurement and Contracts

FROM: Sandra Wright, Purchasing Agent

SUBJECT: Council is asked to approve the purchase of Pressure Relief Valve Repair Kits for the Lake Murray Water Treatment Plant, as requested by Columbia Water. Award to Ross Valve MFG Co., as a Sole Source, in the amount of \$61,536.08. This vendor is located in Troy, NY.

REQUISITION NO.: R201887 & R202508

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: Utilities Lake Murray Water Plant - Small Hand Tools / Other Equipment (5516207-623100) \$17,000; Utilities Columbia Canal WTP - Small Hand Tools / Other Equipment (5516206-623100) \$16,000; Utilities Columbia Canal WTP - Pipe, Fittings, Hydrants (5516206-625700) \$37,000. The original budget amount is \$70,000.

CLEAN WATER 2020?: No

We respectfully request Council's approval for this purchase using the Vendor, Ross Valve MFG Co at the following cost plus sales tax.

Repair Kits	
Base Price	\$61,186.08
Approx. Freight	\$350.00
SC State Taxes	\$0.00
PO Total	\$61,536.08

Sec. 2-204.-Item (5) - 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: Sole source procurements.

ATTACHMENTS:

- **#a:** R201887 R202508 - End user signed - Ross Valve (PDF)

SOLE SOURCE AGREEMENT FOR PURCHASE OF GOODS

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

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

2. Term and Option to Renew. The term of this AGREEMENT is effective as of the latter date of the execution of this AGREEMENT as shown by the signatures of the parties below; upon issuance of a Notice to Proceed; receipt of a valid Purchase Order from the City of Columbia; and a approval of the City Council, if applicable. This agreement is valid until June 30, 2020. An option to renew or continue purchasing goods for an additional one-year period may be authorized at the mutual pleasure and discretion of both parties. However, neither party shall be under any obligation to agree to an extension of the initial term or any additional term.

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

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

5. Compensation. The compensation paid by the City to Seller under this AGREEMENT shall not exceed Sixty-one Thousand, Five Hundred-Thirty-Six dollars and 08/100 \$61,536.08 unless authorized by the City under Section 2 of this AGREEMENT. The Seller shall submit an invoice for the sale of goods. Each invoice submitted must describe the items and show payment calculations. The invoice shall bear the signature of the Seller, which signature shall certify that the information contained in the invoice is true and accurate and that the invoice amount is currently due and owing. The City will not pay interest or penalty on any past due amount.

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

APPROVED AS TO FORM

Legal Department City of Columbia

or damages including bodily injury or death which may arise during operations under this AGREEMENT, to be maintained during the entire term (including any renewals or Additional and Supplemental Services):

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CITY OF COLUMBIA, SOUTH CAROLINA

By: _____

Witness

By: _____

Title: City Manager

Date: _____

Ross Valve

By: Judith DeFurough

Witness

By: Evan Ross

Title: Operations

Date: 2/12/20

RECOMMENDED BY:

David A Sharpe

David Sharpe, Water Plant Maintenance Supervisor

RECOMMENDED BY:

Sandra A. Wright, CPPB, Purchasing Agent

Exhibit A

Requisition # R201807 and R202508 JUSTIFICATION FOR
SOLE SOURCE PROCUREMENT

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

This Department proposes to procure for the COLUMBIA WATER - LMCC WTP Division.

MULTIPLE ROSS VALVE REPAIR KITS TO REPAIR PRV IN THE DISTRIBUTION

SYSTEM - COST TO BE SPLIT BETWEEN THE LMWP AND CCWP

as a sole source procurement from ROSS VALVE

based upon the following justifications ROSS VALVE IS THE SOLE MANUFACTURER AND

DISTRIBUTOR FOR VALVES AND RELATED PARTS NEEDED TO MAINTAIN

THE FACTORY WARRANTY ON THE EXISTING MACHINERY AT THE WATER

TREATMENT PLANTS

This sole source is valid through June 30, 2020

Amount \$ ~~20550.02~~ \$61,536.08

COLUMBIA WATER

Department

Signature of Department Head

11/5/2019

Date

Signature of Purchasing Agent

Date

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

Signature of Finance Director

Date

Signature of Asst. City Manager

11/5/2019

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

Attachment: Original attached to requisition (Form PRR 102301) Copy retained in Department's file. (Rev. 07/2018)

This agreement may be executed in one or more counterparts, and each shall be considered one and the same agreement, and this term one a binding agreement when two or more counterparts have been signed by and delivered to each of the parties. Such delivery may occur by hand or email/pdf and any counterparts so exchanged in this manner shall be considered original.



P.O. BOX 595, TROY, NEW YORK 12181
 TEL 518 274 0961 - FAX 518 274 0210
 WWW.ROSSVALVE.COM

October 31, 2019

Attn: City of Columbia, South Carolina
 Lake Murray Water Plant
 102 Rocky Point Drive
 Columbia, SC 29212

Subj: Sole Source

Dear Customer,

I would like to confirm the methods by which Ross Valve markets our products and services. All products are manufactured at our sole facility in Troy, NY. We have a completely captive manufacturing plant that is comprised of the following departments: Iron Foundry, Bronze Foundry, Pattern Shop, Machine Shop, and Final Assembly/Testing. We also provide factory service personnel with fully equipped vans to support our products.

Our Sales activities are divided into territories. These territories are then assigned to a Manufacturer's Representative who is responsible for that area. In addition, Ross Valve provides direct sales and service from our office staff in Troy, NY.

Products and services are sold either directly to a Municipality from Ross Valve, or to a Mechanical Contractor, or to a supply house for distribution to either the Contractor or Municipality. The net result is that we price all items the same. The most cost effective method for a Municipality to purchase our products is direct from the factory.

Should you require any further assistance, please do not hesitate to contact us. Our company's experience since 1879 is at your service.

Thanks and Best Regards
 Mina G. Georgy

79 102nd Street, Troy, NY 12180
 Tel: 518.274.0961
 Fax: 518.274.0210
 www.rossvalve.com



A Complete Line of Control Valves for Water & Wastewater.



EXTREME SERVICE – BALL VALVES – CONE VALVES – ELECTRIC – PILOT OPERATED



Lake Murray Water Plant/Utility Operations
102 Rocky Point Road | Columbia, SC 29212 | (803) 781-2181

TO: LaToyia Davis
Department of Procurement and Contracts

FROM: Trey Varn
WTP Superintendent -
Lake Murray Water Plant

DATE: February 6, 2020

RE: Ross Valve Quote: #QT01029491

Dear Ms. Davis,

This letter is in reference to quote# QT01029491 from Ross Valve Manufacturing Company for control valve repair kits. The kits are used at both water treatment facilities, as well as throughout the distribution system to replace worn components in valves that are displaying signs of failure. Valve failure can result in mild to severe disruption in water service depending on the location and purpose of the control valve. Thus, it is essential that they be maintained to avoid unnecessary damage to infrastructure or interruption in service.

The revised quote I am sending to you contains an approximated freight cost of \$350.00. The sales tax, based on an 8% tax rate on the purchase amount of \$61,186.08, will be \$4,894.88.

Should you have any questions or concerns, please feel free to contact me.

Very truly yours,

Trey Varn
WTP Superintendent -
Lake Murray

ColumbiaSCWater.Net



Ross Valve Manufacturing Co
 79 102nd Street

Troy NY 12180-1125

Phone: (518) 274-0961 Fax: (518) 274-0210

Website: www.rossvalve.com

Attn: David Sharpe

Fax: 803-749-5859

Bill To: 98

Columbia, City of
PO Box 147Columbia SC 29217
United States of America

Phone: (803) 401-8844 Ext. 0000

Fax: (803) 733-8218 Ext. 0000


**Automatic Control Valves
& Pre-Packaged Vaults
for Water & Wastewater**
 www.rossvalve.com

Quote	QT01029491
Date	1/29/2020
Master No.	75,753

Terms: 0%/NET30

Quoted by:
EVAN ROSS

Page: _____ of _____

Job: _____

QUOTE FORM

Quantity	Item Number	Description	Unit Price	Ext. Price
1	800-120-074-117	Kit, 12", 12", Slide, Leather, 2.5"	\$ 1,095.56	\$ 1,095.56
For 12" 40WR-R #L87270				
1.00	023-120-025-001	Btm Cylinder, 2.5", Thd Tube, 12" Valve w/gskt	\$ 113.31	\$ 113.31
1.00	004-025-011-000	Bottom Cup Followers, (2 pieces) 2.5" x 1-1/8"	\$ 208.15	\$ 208.15
2.00	005-025-011-101	Bottom Cup Packing, 2.5" x 1-1/8", Ross Treat	\$ 44.60	\$ 89.20
2	800-160-096-114	Kit, 16", 16", Slide, 4.25"	\$ 1,679.27	\$ 3,358.54
16" Model 40WR L87183				
2.00	023-160-042-002	Btm Cylinder, 4.25", Cast Bush, 16" V w/gasket	\$ 743.99	\$ 1,487.98
2.00	004-042-015-000	Bottom Cup Followers, (2 Pieces), 4.25" x 1.5"	\$ 390.11	\$ 780.22
4.00	005-042-015-101	Bottom Cup Packing, 4.25" x 1.5", Ross Treat	\$ 87.64	\$ 350.56
1	800-120-074-113	Kit, 12", 12", Slide, Leather, 3.25"	\$ 1,107.87	\$ 1,107.87
12" Model 40AWR-R L82721				
1.00	023-120-032-001	Btm Cylinder, 3.25", Thd Tube, 12" V w/gasket	\$ 167.30	\$ 167.30
1.00	004-032-011-000	Bottom Cup Followers, (2 Pieces), 3.25" x 1-1/8"	\$ 283.26	\$ 283.26
2.00	005-032-011-101	Bottom Cup Packing, 3.25" x 1-1/8", Ross Treat	\$ 50.68	\$ 101.36
1	800-120-074-117	Kit, 12", 12", Slide, Leather, 2.5"	\$ 1,095.56	\$ 1,095.56

F.O.B. Troy, NY, Thank you for supporting US Manufacturing.

Offer valid for 60 days, unless otherwise stated.

RETAINERS NOT ALLOWED.

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Troy NY 12180-1125

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Website: www.rossvalve.com



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for Water & Wastewater**
 www.rossvalve.com

Quote	QT01029491
Date	1/29/2020
Master No.	75,753

Terms: 0%0/NET30

 Quoted by:
 EVAN ROSS

Attn: David Sharpe

Fax: 803-749-5859

Bill To: 98

 Columbia, City of
 PO Box 147

 Columbia SC 29217
 United States of America

Phone: (803) 401-8844 Ext. 0000

Fax: (803) 733-8218 Ext. 0000

Page: _____ of _____

Job:

QUOTE FORM

Quantity	Item Number	Description	Unit Price	Ext. Price
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For 12" model 40WR-R, L88436

1.00	023-120-025-001	Btm Cylinder, 2.5", Thd Tube, 12" Valve w/gskt	\$ 113.31	\$ 113.31
1.00	004-025-011-000	Bottom Cup Followers, (2 pieces) 2.5" x 1-1/8"	\$ 208.15	\$ 208.15
2.00	005-025-011-101	Bottom Cup Packing, 2.5" x 1-1/8", Ross Treat	\$ 44.60	\$ 89.20
1.00	800-100-013-112	Kit, 10", 10", Slide, Leather, 2"	\$ 900.96	\$ 900.96

For 10" model 40WR-R with limit switch, L87182.

1.00	023-100-020-001	Btm Cyl, 2" Thd Tube, 10" Valve w/gasket	\$ 113.31	\$ 113.31
1.00	004-020-011-000	Bottom Cup Followers, (2 Pieces), 2" x 1-1/8"	\$ 147.81	\$ 147.81
2.00	005-020-010-101	Bottom Cup Packing, 2" x 1", Ross Treat	\$ 41.57	\$ 83.14
1	800-100-013-117	Kit, 10", 10", Slide, Leather, 2.5"	\$ 905.62	\$ 905.62

For 10" Model 40WR Serial No. L88113

1.00	023-100-025-001	Btm Cyl, 2.5" Thd Tube, 10" VA w/gasket	\$ 113.31	\$ 113.31
1.00	004-025-011-000	Bottom Cup Followers, (2 pieces) 2.5" x 1-1/8"	\$ 208.15	\$ 208.15
2.00	005-025-011-101	Bottom Cup Packing, 2.5" x 1-1/8", Ross Treat	\$ 44.60	\$ 89.20
1.00	800-160-09N-236L	Kit, 16", 15-7/8", Flat, Poly, 6-1/8", L/S	\$ 1,792.65	\$ 1,792.65

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Website: www.rossvalve.com

Attn: David Sharpe

Fax: 803-749-5859



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Quote	QT01029491
Date	1/29/2020
Master No.	75,753

Terms: 0%0/NET30

Quoted by:
EVAN ROSS

QUOTE FORM

Page: _____ of _____

Job:

Bill To: 98

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United States of America

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Fax: (803) 733-8218 Ext. 0000

Quantity	Item Number	Description	Unit Price	Ext. Price
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For 16" model 42WR-S, L82706.

1.00	023-160-061-002	Btm Cylinder, 6-1/8", Cast Bush, 16" V w/gasket	\$ 1,043.60	\$ 1,043.60
1.00	004-061-015-000	Bottom Cup Followers, (2 Pieces) 6-1/8" x 1.5"	\$ 438.32	\$ 438.32
2.00	005-061-015-101	Bottom Cup Packing, 6-1/8" x 1.5", Ross Treat	\$ 141.30	\$ 282.60
1	800-060-061-232	Kit, 6.5", 6", Flat, Poly, 2"	\$ 554.78	\$ 554.78

6" Model 40WR L07391

1.00	023-060-020-001	Bottom Cylinder, 2" id(6"v) Brass Thr Tube w/gasket	\$ 71.01	\$ 71.01
1.00	004-020-010-000	Bottom Cup Followers, (2 Pieces), 2" x 1"	\$ 147.81	\$ 147.81
2.00	005-020-010-101	Bottom Cup Packing, 2" x 1", Ross Treat	\$ 41.57	\$ 83.14
1.00	800-200-027-119	Kit, 20", 20", Slide, 12"	\$ 3,257.15	\$ 3,257.15

For 18" model 50FWR, L73081

1.00	023-200-120-002	Bottom Cyl, 12", Cast Bush, 20" V w/gasket	\$ 1,549.61	\$ 1,549.61
1.00	004-120-021-000	Bottom Cup Followers, (2 Pieces) 12" x 2-1/8"	\$ 1,183.77	\$ 1,183.77
2.00	005-120-021-101	Bottom Cup Packing, 12" x 2-1/8", Ross Treat	\$ 298.82	\$ 597.64
2	800-080-082-117	Kit, 8", 8", Slide, Leather, 2.5"	\$ 994.23	\$ 1,988.46

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Quote	QT01029491
Date	1/29/2020
Master No.	75,753

Terms: 0%0/NET30

Quoted by:
EVAN ROSS

Page: _____ of _____

Job:

QUOTE FORM

Quantity	Item Number	Description	Unit Price	Ext. Price
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For 8" model 40WR, L87238

2.00	023-080-025-001	Bottom Cyl, 2-1/2" id (8" v) Threaded Tube w/gasket	\$ 102.69	\$ 205.38
2.00	004-025-011-000	Bottom Cup Followers, (2 pieces) 2.5" x 1-1/8"	\$ 208.15	\$ 416.30
4.00	005-025-011-101	Bottom Cup Packing, 2.5" x 1-1/8", Ross Treat	\$ 44.60	\$ 178.40
1	800-060-061-231	Kit, 6.5", 6", Flat, Poly, 1.5"	\$ 540.96	\$ 540.96

For 6" Model 40WR-R-C Serial No. L78273

1.00	023-060-015-001	Bottom Cylinder, 1-1/2" id (6" v) Threaded Tube, w/gskt	\$ 68.03	\$ 68.03
1.00	004-015-007-000	Bottom Cup Followers, (2 Pieces) 1.5" x 0.75"	\$ 98.15	\$ 98.15
2.00	005-015-007-101	Bottom Cup Packing, 1.5" x 0.75", Ross Treat	\$ 33.99	\$ 67.98
16	800-019-100-110	Kit, 3-7/8", 40WR Pilot, Diaphragm, Cup & O-Ring	\$ 90.74	\$ 1,451.84
100.00	050-003-015-001	Set, 5/16" * 1-1/2" Bronze Bolt, Nut, Washer	\$ 6.35	\$ 635.00

For 6" Flat Seat

100.00	050-003-022-001	Set, 5/16" * 2-1/4" Bronze Bolt, Nut, Washer	\$ 6.35	\$ 635.00
--------	-----------------	--	---------	-----------

For 12" Slide Seat

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 EVAN ROSS

Attn: David Sharpe

Fax: 803-749-5859

Page: _____ of _____

Job:

QUOTE FORM
Bill To: 98

 Columbia, City of
 PO Box 147

 Columbia SC 29217
 United States of America

Phone: (803) 401-8844 Ext. 0000

Fax: (803) 733-8218 Ext. 0000

Quantity	Item Number	Description	Unit Price	Ext. Price
100.00	050-003-025-001	Set, 5/16" * 2-1/2" Bronze Bolt, Nut, Washer For 16" Slide Seat	\$ 6.35	\$ 635.00
100.00	050-004-030-001	Set, 3/8" * 3" Bronze Bolt, Nut, Washer For 20" Slide Seat	\$ 10.79	\$ 1,079.00
1.00	L88113	For 10" Model 40WR Serial No. L88113	\$ 0.00	\$ 0.00
1.00	023-100-025-001	Btm Cyl, 2.5" Thd Tube, 10" VA w/gasket	\$ 113.31	\$ 113.31
1.00	023-100-025-101	Btm Cyl, 2.5" Thd Tube, 10"V,StainlessStl w/gasket	\$ 476.07	\$ 476.07
1.00	L83314	For 10" Model 40WR-R L83314	\$ 0.00	\$ 0.00
1.00	023-100-032-102	Btm Cylinder, 3.25", Cast Bush., SS, 10" V w/gsk	\$ 1,329.73	\$ 1,329.73
1.00	023-100-032-002	Btm Cylinder, 3.25", Cast Bushing w/gasket	\$ 561.68	\$ 561.68
2	800-100-013-117	Kit, 10", 10", Slide, Leather, 2.5"	\$ 905.62	\$ 1,811.24

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Page: _____ of _____

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QUOTE FORM

Quantity	Item Number	Description	Unit Price	Ext. Price
----------	-------------	-------------	------------	------------

For 10" Model 40WR Serial No. L88113

2.00	800-160-09N-236L	Kit, 16", 15-7/8", Flat, Poly, 6-1/8", L/S	\$ 1,792.65	\$ 3,585.30
For 16" model 42WR-S, L82706.				

2	800-080-08A-237	Kit, 8", 7-5/8", Flat, Poly, 2.5"	\$ 871.91	\$ 1,743.82
8" Model 40WR L94652				

2.00	800-040-060-113S	Kit, 6", 5", Slide, Leather, 3.25", Spring Assy	\$ 511.92	\$ 1,023.84
For 4" model 30AWR, L82112				

2.00	800-120-074-113L	Kit, 12", 12", Slide, Leather, 3.25", L/S	\$ 1,114.00	\$ 2,228.00
12" Model 40AWR-R L82721				

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Page: _____ of _____

Job:

QUOTE FORM

Quantity	Item Number	Description	Unit Price	Ext. Price
2.00	800-120-07G-233L	Kit, 12", 11-5/8", Flat, Poly, 3.25", L/S	\$ 1,150.68	\$ 2,301.36
For Valve Serial # L90548 12" 42WRS/40WR 125#				
2.00	800-120-07G-233L	Kit, 12", 11-5/8", Flat, Poly, 3.25", L/S	\$ 1,150.68	\$ 2,301.36
For Valve Serial # L90549 12" 42WRS/40WR 125#				
2	800-160-096-114	Kit, 16", 16", Slide, 4.25"	\$ 1,679.27	\$ 3,358.54
16" Model 40WR L87183				
2	800-160-096-114	Kit, 16", 16", Slide, 4.25"	\$ 1,679.27	\$ 3,358.54
For 16" model 40WR-R, L86043.				
2.00	800-120-074-117L	Kit, 12", 12", Slide, Leather, 2.5", L/S	\$ 1,101.69	\$ 2,203.38

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Quote	QT01029491
Date	1/29/2020
Master No.	75,753

Terms: 0%0/NET30
Quoted by:
EVAN ROSS

Page: _____ of _____
Job:

QUOTE FORM

Quantity	Item Number	Description	Unit Price	Ext. Price
For 12" Model 50RWR #L82705				
2.00	800-120-37G-235L	Kit, 12", 11-5/8", Flat, Poly, 5", L/S, Angle	\$ 1,288.65	\$ 2,577.30
Valve Serial Number L14347 12" Model 50RWR-LS Angle				

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Subtotal	\$ 61,186.08
Misc	\$ 0.00
Tax	\$ 0.00
Approx. Freight	\$ 350.00
Trade Discount	\$ 0.00
Total	\$ 61,536.08



We Are Columbia

MEETING DATE: March 10, 2020

DEPARTMENT: Procurement and Contracts

FROM: Sandra Wright, Purchasing Agent

SUBJECT: Council is asked to approve Contract Amendment #3 for Project SS7306; Wastewater Collection Flow Monitoring Services, as requested by Columbia Water. Award to Woolpert, Inc. in the amount of \$110,640.00. This firm is located in Columbia, SC.

REQUISITION NO.: P180111

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: 5516221-638305. The original budget amount for this amendment is \$452,619.00. The revised total contract amount is \$452,619.00.

CLEAN WATER 2020?: Yes

FOCUS AREAS: Economic Prosperity - Endless Possibilities, Innovative & High Quality Municipal Services

The above referenced Amendment 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.

Proposed Change and Basis for Payment:

Original Contract Price:	\$184,560.00
Amendment #1 (no cost, time extension):	\$0.00
Amendment #2 (cost change increase/addition):	\$157,419.00
Current Contract Price:	\$341,979.00
This Change Amendment #3 (cost change increase/addition):	\$110,640.00
Revised Contract Price:	\$452,619.00

Additional funding is respectfully requested in the amount of \$110,640.00 as compensation for the above services.

The Office of the City Attorney has reviewed the Amendment and the Director of Utility Operations, as well as the Assistant City Manager for Columbia Water recommend its approval.

ATTACHMENTS:

- **#a:** CA #3 Woolpert - SS7306 - Wastewater Collection Flow Monitoring Services (PDF)

Contract Amendment #3

SS7306 Wastewater Collection Flow Monitoring Services
RFP014-17-18-CCP
Woolpert, Inc.

February 6, 2020

Description of Change: Request change in Agreement for Engineering Services between the City of Columbia (City) and Woolpert, Inc. (Engineer) dated February 25, 2019 (Agreement) to compensate the engineer for additional services as attached hereto.

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

Proposed Change and Basis for Payment:

Original Contract Price:	\$184,560.00
Amendment #1 (no cost, time extension):	\$0.00
Amendment #2 (cost change increase/addition):	\$157,419.00
Current Contract Price:	\$341,979.00
This Change Amendment #3 (cost change increase/addition):	\$110,640.00
Revised Contract Price:	\$452,619.00

This Change is Acceptable:

Name of Firm
Woolpert, Inc.

Eric MacDonald

Print Name

Eric MacDonald

Signature

2/11/2020

Date

City of Columbia
Office of the City Manager

Teresa Wilson, City Manager

Signature

Date

Witness

Recommended by:

By:

Joseph D. Jaco, P.E., Director of Utilities

2.17.2020

Date

By:

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

2/17/2020

Date

By:

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

2/25/2020

Date

Eric MacDonald

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, Acousonic, 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 80% 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, APPENDIX A
 SECTION 17212

FLOW METERS AND ACCESSORIES

PART 1 - GENERAL

1.1 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.

1.2 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 under each 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.

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PART 2 - PRODUCTS

2.1 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.

2.2 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.

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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.

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

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

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

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

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

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

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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.

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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.

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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.

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

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2.3 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.

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

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

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

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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

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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

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Use additional paper if necessary

2.4 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.

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

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

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4. Accuracy: ± 0.1 ft full scale

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2.5 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.

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

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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.

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

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

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2.6 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 windblown debris. The funnel assembly shall be removable for easy cleaning.

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

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

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

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

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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.

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

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2.7 WARRANTY

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

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2.8 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.

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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.

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

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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.

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2.9 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.

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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.

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

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

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

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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.

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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.

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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.

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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.

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Use additional paper if necessary

2.10 MANUFACTURERS

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, ADS Environmental Services, and Teledyne ISCO approved equal. Approved products shall be as listed in the RFP Section IV. Scope of Services, Paragraph 1, Section 1, part 1

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PART 3 - EXECUTION

3.1 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.

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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.

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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.

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3.2 CALIBRATION

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

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3.3 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.

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Use additional paper if necessary

****END OF SECTION****

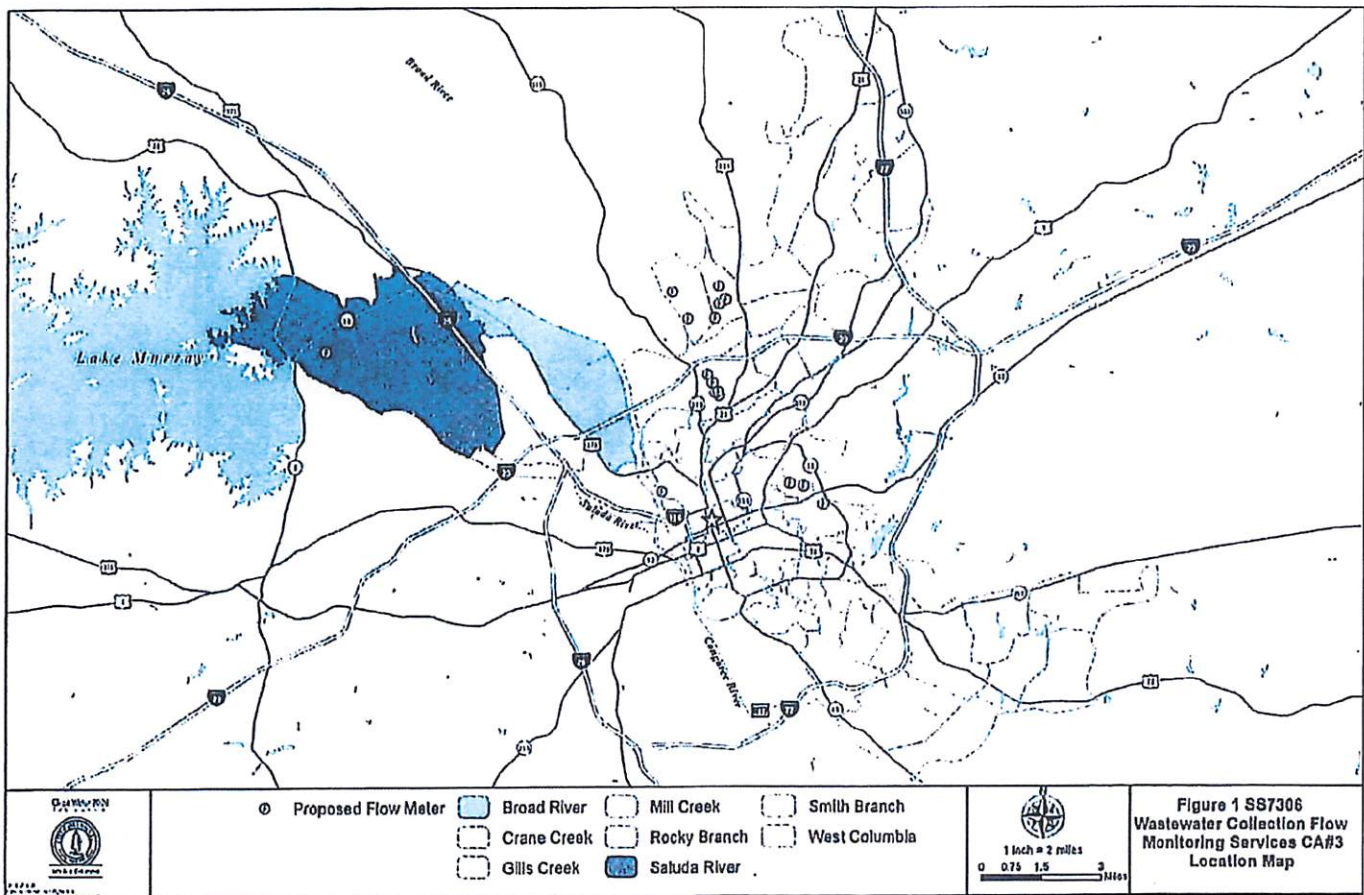


EXHIBIT B**COMPENSATION**

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. Current contract for services is \$341,979. Additional funds requested are \$110,640, with the total contract not to exceed \$452,619. Table 1 summarizes the estimated FY19/20 cost for the project. Permanent monitoring is for a 12-month period, and temporary monitoring is for an approximate 1 to 3-month period. Amendment covers the addition of 17 meters and 87 months of monitoring.

Table 1
Fee Summary for FY19/20

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	\$108,120
3	Rain gauge installation and removal	\$445	0	\$0
4	Monthly monitoring and maintenance of permanent rain gauge sites	\$200	14	\$33,600
5	Temporary flow monitor site selection and installation	\$1,295	49	\$63,455
6	Temporary flow monitoring maintenance (3-months)	\$1,020	49	\$149,940
7	Temporary flow monitoring maintenance (1-month)	\$1,020	5	\$5,100
Total				\$380,215

Note: The cost expended in FY18/19 was \$92,404. The budget for FY19/20 is \$380,215. The total Contract Amount is \$452,619. The difference in the total contract amount and the fee summary amount for FY19/20 is the \$92,404 expended in FY18/19.





We Are Columbia

MEETING DATE: March 10, 2020

DEPARTMENT: Procurement and Contracts

FROM: Sandra Wright, Purchasing Agent

SUBJECT: Council is asked to approve Contract Amendment #5 for Project SS7337; East Rocky Branch Improvements Phase II, as requested by Columbia Water. Award to Hussey Gay Bell in the amount of \$165,000.00. This firm is located in Savannah, GA with a local office in Columbia, SC.

REQUISITION NO.: R170040

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: 5529999-SS733702-658650. The original budget amount for this amendment is \$165,000.00. The total revised contract amount is \$1,695,000.00.

BUSINESS PROGRAM: Mentor Protege Program

CLEAN WATER 2020?: Yes

FOCUS AREAS: Innovative & High Quality Municipal Services

PURPOSE:

This is a Clean Water 2020 Program Project and a Mentor Protégé Program Project. With this amendment, the Mentor, Hussey Gay Bell of Savannah, GA, with a local office in Columbia, SC, will provide engineering service assistance with the acquisition of easements, the realignment and redesign of approximately 1,500 linear feet of 42" gravity sewer. The Mentor will perform a total of 77.11% (1,307,000.00) of the revised contract value, which includes 80% (132,000.00) of the contract amendment. The Protégé, Civil Engineering of Columbia, SC, will provide assistance with construction administration and observation services. The Protégé will perform 20% (\$339,000.00) of the revised contract value, which includes 20% (33,000.00) of the contract amendment.

The following subconsultants are assisting with the overall contract, but will not provide additional services under this contract amendment:

Terracon Consultants, Inc. of Olathe, KS will provide geotechnical services at 1.24% (\$21,000.00) of the total revised contract amount.

MA Engineering Consultants, Inc. of Cary, NC will provide subsurface utility engineering

services at 0.62% (\$10,500.00) of the total revised contract amount.

Environmental Permitting Consultants of Greenville, SC will provide environmental permitting services at 1.03% (\$17,500.00) of the total revised contract amount.

The above referenced Amendment is to compensate Hussey Gay Bell for additional engineering services regarding the development of student housing at the end of Williams Street, and extend the Agreement expiration date to December 30, 2020.

Proposed Change and Basis for Payment:

Original Contract Price:	\$1,920,000.00
Amendment #1 (cost change decrease):	(\$720,000.00)
Amendment #2 (cost change increase/addition):	\$330,000.00
Amendment #3 (time extension/no cost change):	\$0.00
Amendment #4 (time extension/no cost change):	\$0.00
Current Contract Price:	\$1,530,000.00
This Change Amendment #5 (cost change increase/time extension):	\$165,000.00
Revised Contract Price:	\$1,695,000.00

The Legal Department has reviewed the Agreement. The Director of Utilities and Engineering and the ACM for Columbia Water recommend its approval.

ATTACHMENTS:

- **#a:** CA #5 Hussey Gay Bell SS7337 East Rocky Branch Improvements Phase II (PDF)

Contract Amendment #5

East Rocky Branch Phase 2
 Project Number: SS733702
 Solicitation Number: ENRFQ003B-13-14

Hussey Gay Bell

February 11, 2020

Description of Change: Request change in Agreement for Engineering Services between the City of Columbia (City) and Hussey Gay Bell (Engineer) dated August 18, 2015 (Agreement). This Amendment is to add engineering services for the development of student housing at the end of Williams Street, and extend the Agreement expiration date to December 30, 2020.

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

Proposed Change and Basis for Payment:

Original Contract Price:	\$1,920,000.00
Amendment #1 (cost change decrease):	(\$720,000.00)
Amendment #2 (cost change Increase/addition):	\$330,000.00
Amendment #3 (time extension/no cost change):	\$0.00
Amendment #4 (time extension/no cost change):	\$0.00
Current Contract Price:	\$1,530,000.00
This Change Amendment #5 (cost change increase/time extension):	\$165,000.00
Revised Contract Price:	\$1,695,000.00

This Change Is Acceptable:

Name of Firm
 Hussey Gay Bell

City of Columbia
 Office of the City Manager

Kevin F. Strickland
 Print Name

 Teresa Wilson, City Manager

Kevin F. Strickland
 Signature

 Signature

2-19-20
 Date

 Date Witness

Recommended by:

By: [Signature]
 Joseph D. Jacob, P.E., Director of Utility Services

2-24-2020
 Date

By: [Signature]
 Clint E. Sealey, P.E., Assistant City Manager for Columbia Water

2/25/2020
 Date

By: [Signature]
 Sandra A. Wright, CPPB, Director of Procurement & Contracts/Purchasing Agent

2/27/2020
 Date

APPROVED AS TO FORM

[Signature]
 Legal Department, City of Columbia, SC



COST CHANGE AMENDMENT #5

August 27, 2019

**Mr. John T. Riggs, PE
Wastewater Project Manager
City of Columbia
Utilities and Engineering
P.O. Box 147
Columbia, South Carolina 29217**

**Subject: PROJECT NAME: East Rocky Branch Improvements Phase 2
CIP NUMBER: S733702**

Dear Mr. Riggs,

Under a previously executed City of Columbia contract for SS733702, Hussey Gay Bell was commissioned to provide engineering services for the construction of approximately 7,200 linear feet of 36" and 42" gravity sewer main to replace existing gravity sewer (sizes 20" to 30") from manhole 24193MH to manhole 14373 MH.

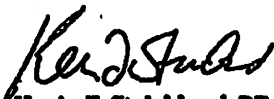
The purpose of this amendment is to add engineering services for assistance with the acquisition of easements, the realignment and redesign of approximately 1,500 linear feet of 42" gravity sewer to accommodate for the development of student housing at the end of Williams Street, and six (6) additional months of construction.

Noted on the attached amendment detail pages are the Scope addition, Compensation, and Schedule adjustments necessary for this change.

Hussey Gay Bell appreciates the opportunity to provide this modification to the City of Columbia for the East Rocky Branch Improvements Phase 2 project. If you should have any questions please feel free to contact me.

Sincerely,

HUSSEY GAY BELL


**Kevin F. Strickland, PE
Principal**

cc: Jamie Kelso, PE, Clean Water 2020 Project Manager

1219 Assembly Street, Suite 300 • Columbia, South Carolina 29201 • 803.799.0444 • husseygaybell.com

SAVANNAH • STATESBORO • ATLANTA • CHARLESTON • COLUMBIA • NASHVILLE

COST CHANGE AMENDMENT 5 – Task Details

PROJECT NAME: East Rocky Branch Improvements Phase 2
CIP NUMBER: SS733702

I. SCOPE ADDITION

Task 320 – Property Research and Easement Exhibits

Additional scope for this task includes revising five (5) easement exhibits and preparing three (3) additional easement exhibits. The revisions are in response to new development that was proposed along the project route after approval of the 90% design plans.

Task 500 – Final Design

To accommodate for the development of student housing at the end of Williams Street, approximately 1,500 LF of 42" gravity sewer will be realigned and redesigned to be installed using a trenchless construction method (bore and jack or microtunnelling). Additional scope for this task includes evaluation of using bore and jack vs. microtunnelling and revising plan sheets as necessary.

Task 800 – Engineering Services During Construction

Based on feedback from General Contractors it is recommended that the anticipated eighteen (18) month construction period be increased by six (6) months to twenty-four (24) months. This includes six (6) additional monthly progress meetings.

Task 850 – Periodic Construction Observation

The scope for this task will be amended to include six (6) additional months of weekly site visits by the Project Engineer and part time (20 hours per week) construction observation by the field representative.

II. COMPENSATION

The following changes to the initial SS#733702 contract are requested in this amendment:

- Task 300 – "Survey and Utility Mapping" - Increase dollar amount by \$5,000 (from \$183,000 to \$188,000).
- Task 500 – "Final Design" – Increase dollar amount by \$30,000 (from \$400,400 to \$430,400)

III. SCHEDULE

The project schedule will be modified to include six (6) additional months for the construction phase once approval of the amendment has been given by the City. The project schedule will be updated to reflect the appropriate dates.

IV. SUBCONSULTANT FIRM INFORMATION

The original contract included Civil Engineering of Columbia (CEC) as a Protégé Firm and Terracon as a sub-consultant Firm, for a Protégé percentage of 20.0% and total combined Protégé/Sub-consultant fee of 20.7%. MA Engineering Consultants was added as a sub-consultant Firm with CA#1. Environmental Permitting Consultants (EPC) was added as a sub-consultant Firm with CA#2. The updated Protégé and sub-consultant percentages and amounts are listed in the table below for the original contract and each contract amendment, as well as the updated total. The Protégé participation will remain at 20.0%. This amendment will decrease the total combined Protégé/Sub-consultant fee listed in Cost Amendment #2 from 23.2% to 22.8%.

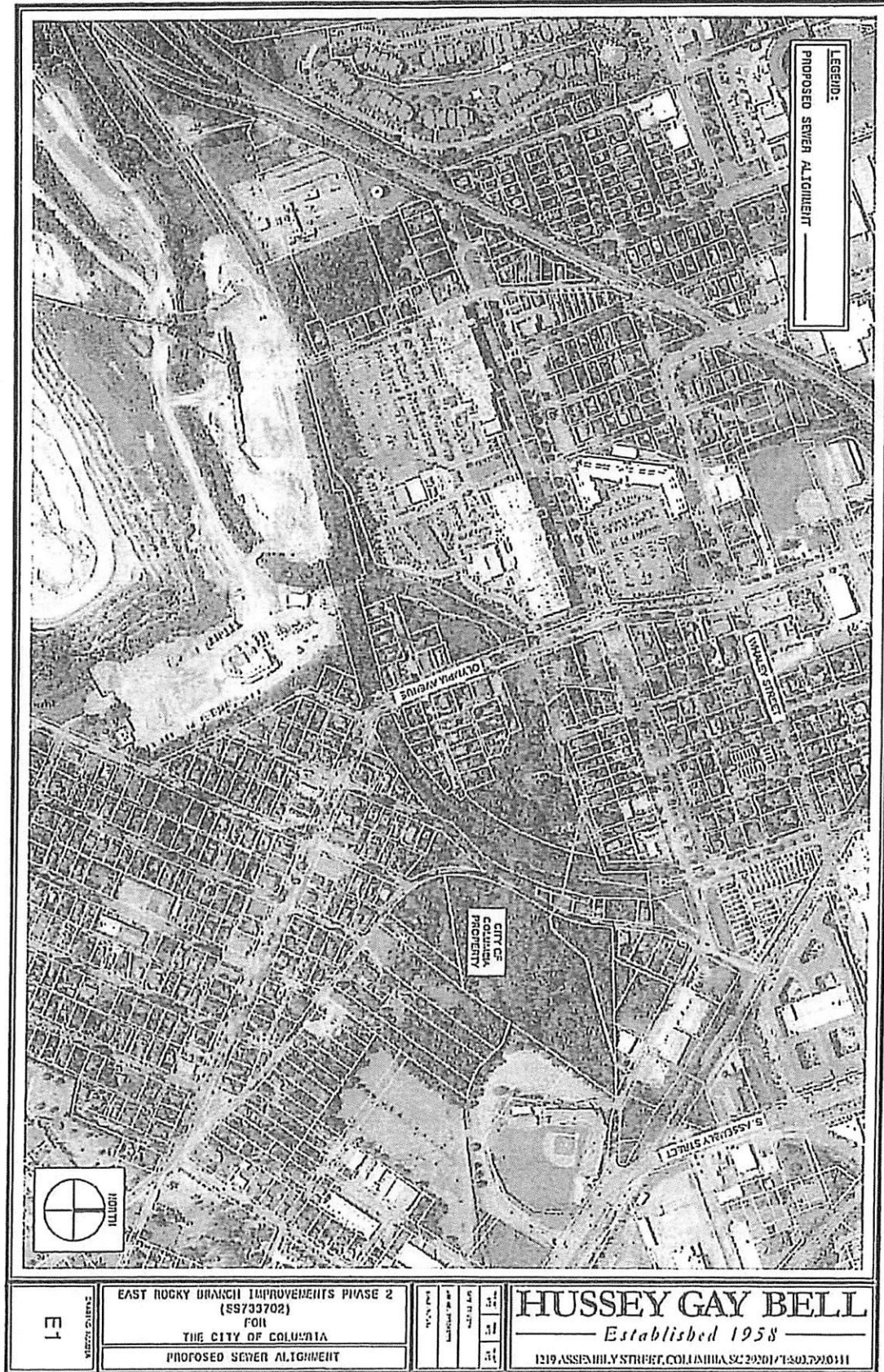
	Total Contract Amount	CEC Amount (Protégé)	% of Contract Amount	Terracon Amount (Sub-cons)	% of Contract Amount	MA Eng. Amount (Sub-cons)	% of Contract Amount	EPC Amount (Sub-cons)	% of Contract Amount
Original Contract	\$1,920,000	\$384,000	20.0%	\$14,300	0.7%	\$0	0.0%	\$0	0.0%
CA#1	\$(720,000)	\$(144,000)	20.0%	\$0	0.0%	\$8,500	1.2%	\$0	0.0%
CA#2	\$330,000	\$66,000	20.0%	\$6,700	2.0%	\$2,000	0.6%	\$17,500	5.3%
NCA #3	\$0	\$0	0.0%	\$0	0.0%	\$0	0.0%	\$0	0.0%
NCA #4	\$0	\$0	0.0%	\$0	0.0%	\$0	0.0%	\$0	0.0%
CA #5	\$165,000	\$33,000	20.0%	\$0	0.0%	\$0	0.0%	\$0	0.0%
New Total Contract Amount	\$1,695,000	\$339,000	20%	\$21,000	1.2%	\$10,500	0.6%	\$17,500	1.0%

- Task 800 – "Engineering Services During Construction" – increase dollar amount by \$130,000 (from \$390,000 to \$520,000).

The new contract values based on the above recommended changes are presented below:

Task Number	Task Title	Original Contract	Previous Amendments	Current Amendment	New Contract Value
Task 100	Evaluation and Design Phase Administration	\$96,000	\$0	\$0	\$96,000
Task 200	Preliminary Planning, Investigation, Engineering and Alternative Analysis	\$249,600	\$(127,600) [CA #1] \$72,000 [CA#2]	\$0	\$194,000
Task 300	Survey and Utility Mapping	\$172,800	\$(56,800) [CA#1] \$67,000 [CA#2]	\$5,000	\$188,000
Task 400	Geotechnical Investigation	\$48,000	\$17,000 [CA#2]	\$0	\$65,000
Task 500	Final Design	\$806,400	\$(525,000) [CA#1] \$119,000 [CA#2]	\$30,000	\$430,400
Task 600	Permits and Property	\$76,800	\$46,000 [CA # 2]	\$0	\$122,800
Task 650	Permits and Property (Permit Fees)	\$0	\$5,000 (NTE) [CA#1]	\$0	\$5,000 (NTE)
Task 700	Bidding and Award	\$28,800	\$0	\$0	\$28,800
Task 800	Engineering Services During Construction	\$441,600	\$(51,600) [CA#1]	\$130,000	\$520,000
Task 1000	Project Closeout	\$0	\$21,000 [CA#1] \$9,000 [CA #2]	\$0	\$30,000
Task 1100	Additional Services	\$0	\$15,000 (NTE) [CA#1]	\$0	\$15,000 (NTE)
Total Fee		\$1,920,000	\$(720,000) [CA#1] \$330,000 [CA#2]	\$165,000	\$1,695,000

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CITY OF COLUMBIA

Department of Utilities and Engineering
Compliance Division
P.O. Box 147 | Columbia, South Carolina 29217
Phone: 803-848-3010 Fax: 803-848-4180

MENTOR PROTÉGÉ PROGRAM Implementation Plan

Date: September 04, 2019

Project Number: OIP SS 733702

Mentor: Hussey Gay Ball

Project Name: East Rocky Branch (Phase 2)

Protégé: Civil Engineering of Columbia

Duration of the Project: 6 years

Project Contract Amount: \$1,665,000

Protégé Amount: \$339,000

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 learning arrangements.

The protégé will provide assistance with permitting and easement preparation and will be primarily responsible for construction administration and inspections.

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.

Protégé will gain experience with gravity sewer projects of this size and magnitude which can be translated to opportunities for future work.

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.

Once project is complete Protégé will have experience with gravity sewer projects of this size and magnitude that can be included in the company's resume for winning future work.



CITY OF COLUMBIA

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 Compliance Division
 P.O. Box 167 | Columbia, South Carolina 29217
 Phone: 803-545-9049 Fax: 803-545-1130

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:

Mentor will provide the Project Manager, Project Engineer, Design support staff, and survey team

Protégé:

Protégé will provide design support staff, construction administrator and inspector

Subcontractors:

See Item #11 for Subcontractors

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:

Mentor will provide design and overall project management including direction of protégé services.

b. Description of Protégé's responsibilities on project:

Protégé will assist with permitting and provide construction administration and inspections.

c. Description of responsibilities that will be completed as a team:

All work performed by Protégé will be in partnership with Mentor.

6. What is the anticipated duration (in months) of each major phase of the project? During which phases will the Protégé be utilized?

See attached schedule. Protégé will be involved in the construction and project closeout phases:



CITY OF COLUMBIA

Department of Utilities and Engineering
Compliance Division
P.O. Box 147 | Columbia, South Carolina 29217
Phone: 803-545-3049 Fax: 803-545-3150

7. How will the team comply with and maintain the focus on the requirements of the program for the duration of the project?

The Team will have regular meetings to discuss the effectiveness of the program and make adjustments as necessary to assure a successful outcome.

8. What are the team's specific, quantitative goals and milestones for the current project?

The team's goals are to provide the City a project on time and on-budget and are as defined in the scope and schedule of the contract.

9. Outline of Regularly Scheduled meeting between Mentor and Protégé (Progress reporting).

Progress reporting/meetings will be conducted on a routine basis of no less than once per month and will correspond with the City's regularly scheduled progress meetings.

10. Define payment schedule and financial terms identifying milestones for initial, progress and final payments.

Payment schedule and financial terms will match that included in the Mentor's contract with the City of Columbia.



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Compliance Division
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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	
Terracon Consultants	803-741-8000	521 Clemson Road	Hussey Gay Bell	\$21,000		1.2%
MA Engineering Cons.	877-682-2123		Hussey Gay Bell	\$10,600		.4%
Env. Permitting Cons.	884-271-3040	126 W. Stone Avenue	Hussey Gay Bell	\$17,500		1.0%

12. What percentage of the project is being implemented by the Protégé? Must equate to a minimum of 20% of total contract amount.

Protégé Contract Value: \$338,000

Percentage of Contract: 20% (Minimum of 20% of total contract amount is required)



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Department of Utilities and Engineering
Compliance Division
P.O. Box 147 | Columbia, South Carolina 29217
Phone: 803-845-3049 Fax: 803-845-4130

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 Hussey Gay Bell (Mentor Firm) this 4th day of September, 2019,
Corporate SEAL

By: [Signature]
Title: Principal

ATTEST:
By: [Signature]
Title: Project Manager

EXECUTED by CEC (Protégé Firm) this 4th day of September, 2019,
Corporate SEAL

By: [Signature]
Title: Vice President

ATTEST:
By: [Signature]
Title: Project Manager

RECOMMENDED FOR APPROVAL:

EXECUTED by the Department of Utilities & Engineering, Compliance Division on this 9
day of September, 2019.

By: [Signature]
Title: Compliance Administrator



We Are Columbia

MEETING DATE: March 10, 2020

DEPARTMENT: Procurement and Contracts

FROM: Sandra Wright, Purchasing Agent

SUBJECT: Council is asked to approve Contract Amendment #10 for Project SS685401; Wastewater Collection System Sewer Model and Capacity Assurance Program, as requested by Columbia Water. Award to Hazen and Sawyer in the amount of \$222,123.00. This firm is located in New York, NY with a local office in Columbia, SC.

REQUISITION NO.: R161756

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: 5516221-SS685401-638305. The original budget amount for this amendment is \$222,123.00. The total revised contract amount is \$3,264,395.00.

CLEAN WATER 2020?: Yes

FOCUS AREAS: Economic Prosperity - Endless Possibilities, Innovative & High Quality Municipal Services

PURPOSE:

This is a Clean Water 2020 Program Project.

The above referenced Amendment is to compensate the Engineer for work associated with an update to the previously developed Capacity Assurance Program (CAP) Tool to reflect the City's updated GIS based on the current Sewer Mapping Program data and the updated and recalibrated Hydraulic Model (2019, completed under SS7485). The CAP Tool will then represent the most current data available for the wastewater system.

Proposed Change and Basis for Payment:

Original Contract Price:	\$1,761,508.00
Amendment #1 (cost change increase/addition):	\$100,000.00
Amendment #2 (cost change increase/addition):	\$100,000.00
Amendment #3 (cost change increase/addition):	\$175,744.00
Amendment #4 (cost change increase/addition):	\$100,000.00
Amendment #5 (cost change increase/addition):	\$412,200.00
Amendment #6 (cost change increase/addition):	\$100,000.00

Amendment #7 (time extension/no cost change):	\$0.00
PO Modification #1 (cost change increase/addition):	\$15,520.00
Amendment #8 (cost change increase/addition):	\$277,300.00
Amendment #9 (time extension/no cost change):	\$0.00
Current Contract Price:	\$3,042,272.00
This Change Amendment #10 (cost change increase/addition):	\$222,123.00
Revised Contract Price:	\$3,264,395.00

Additional funding is respectfully requested in the amount of \$222,123.00 as compensation for the above services.

The Office of the City Attorney has reviewed the Amendment and the Director of Utility Operations, as well as the Assistant City Manager for Columbia Water recommend its approval.

ATTACHMENTS:

- **#a:** CA #10 Hazen & Sawyer - SS6854 Model & Eval. SS Piping & P.S.'s for CAP (PDF)

CONTRACT AMENDMENT NO. 10

Modeling and Evaluating the City's Sanitary Sewer System Piping and Pumping Stations to
Support a Capacity Assurance Program (CAP)

Project Number: CIP SS685401
Hazen and Sawyer, P.C.
February 13, 2020

Description of Change: Request change in Agreement for Engineering Services between the City of Columbia (City) and Hazen and Sawyer, P.C. (Engineer) dated September 18, 2012 (Agreement). This Amendment is to extend the Agreement term from June 30, 2020 to June 30, 2021, and to compensate the Engineer for additional services as attached hereto.

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

Proposed Changes and Basis for Payment:

Original Contract Price:	\$1,761,508.00
Amendment #1 (cost change increase/addition):	\$100,000.00
Amendment #2 (cost change increase/addition):	\$100,000.00
Amendment #3 (cost change increase/addition):	\$175,744.00
Amendment #4 (cost change increase/addition):	\$100,000.00
Amendment #5 (cost change increase/addition):	\$412,200.00
Amendment #6 (cost change increase/addition):	\$100,000.00
Amendment #7 (time extension/no cost change):	\$0.00
PO Modification #1 (cost change increase/addition):	\$15,520.00
Amendment #8 (cost change increase/addition):	\$277,300.00
Amendment #9 (time extension/no cost change):	\$0.00
Current Contract Price:	\$3,042,272.00
This Change Amendment #10 (cost change increase/addition):	\$222,123.00
Revised Contract Price:	\$3,264,395.00

This Change is Acceptable:

Name of Firm

City of Columbia

Hazen and Sawyer, P.C.:

Office of the City Manager

WILLIAM ORNETeresa Wilson, City Manager

Print Name

Print Name

Signature

Signature

Date

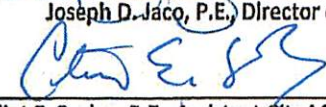
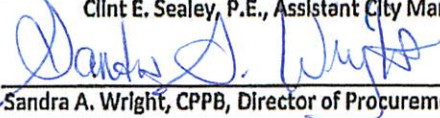
Date

Witness

APPROVED AS TO FORM

[Signature]
Legal Department City of Columbia, SC

Recommended by:

By:	 _____ Joseph D. Jaco, P.E., Director of Utility Services	<u>02.24.2020</u> _____ Date
By:	 _____ Clint E. Sealey, P.E., Assistant City Manager for Columbia Water	<u>2/27/2020</u> _____ Date
By:	 _____ Sandra A. Wright, CPPB, Director of Procurement & Contracts/Purchasing Agent	<u>2/28/2020</u> _____ Date



**Exhibit A
TO
AMENDMENT No. 10 TO AGREEMENT
FOR
PROFESSIONAL ENGINEERING SERVICES
BETWEEN CITY OF COLUMBIA, SC
AND HAZEN AND SAWYER
FOR**

**SS685401 - Modeling and Evaluating the City's Sanitary Sewer System Piping and
Pumping Stations to Support a Capacity Assurance Program (CAP)**

SCOPE OF SERVICES

Task 1 – Update CAP Tool System Geometry:

The purpose of this task is to update the CAP Tool network (manholes, pipes, force mains, and pumps stations). *The following items will be completed as part of this task:*

- 1.1 Hazen will conduct a Project Kickoff Meeting to review project scope, schedule, and budget. The Kickoff meeting shall include a discussion with the City, Program Manager, and Hazen to identify critical success factors for the project. The critical success factors will be reviewed over the course of the project. During this meeting, work to be performed under this task will be reviewed.
- 1.2 Hazen will update the size and alignment of pipes and manholes (inverts and connectivity) in the CAP Tool based on the City's latest GIS files and based on the physical parameters used in the re-calibrated hydraulic computer model of the trunk system.
- 1.3 Upon the time the data is received from the City, a demarcation date will be established as to when the data was obtained. This date will be used as a point in time for the version of GIS was used to create the initial CAP database. Additional physical data will not be added to the system unless otherwise agreed by Hazen and the City.
- 1.4 Hazen will coordinate with City and Program Staff to review noted discrepancies found in the database that effects system connectivity and flow traceability. Missing data will also be reviewed with the City. One data review will be performed as part of this task.

Job No.

Hazen

1.5 Hazen will document the process used to update the CAP tool database in the “CAP Tool Standard Operating Protocol.” The information will include:

- System geometry updates
- New feature additions
- Flow assignments
- GIS flow routing processes

(Subtask 1.5 is provided here only as a reference and will be completed under Amendment 5 - “CAP Tool Standard Operating Protocol.”)

Task 2 – Mapping Component Modifications:

The City’s Information Technology (IT) department wishes to have the mapping component of the CAP Tool utilize an ESRI-based mapping component. The purpose of this task is to revise the mapping component in the CAP Tool to leverage an ESRI-based mapping component. The following items will be completed as part of this task:

- 2.1 Hazen will conduct a Task 2 kickoff meeting with the City’s IT Staff, Engineering Staff, and the Program to review the goals and objectives for this task.**
- 2.2 Hazen will modify the current CAP Tool programming to use an ESRI-based mapping component.**
- 2.3 Hazen will conduct a second meeting with the City’s IT Staff, Engineering Staff, and the Program to review the CAP Tool mapping interface components**
- 2.4 Hazen will make modifications to the CAP Tool based on feedback from the City.**
- 2.5 Hazen will conduct a third meeting City’s IT Staff, Engineering Staff, and the Program to review any revisions to CAP Tool mapping interface components**

Task 3 – Review and Modify Capacity Methodology based on City and Program Input:

Hazen will review the agreed upon capacity determination approach for modeled and non-modeled facilities. It is understood that a section capacity determination for modeled gravity pipes will be used. There may be adjustments in sections and segments based on the updated system geometry. Downstream and backwater criteria will be reviewed and factored into the capacity determinations.

- 3.1 Hazen will conduct a Task 3 kickoff meeting to review the goals and objectives for this task.**

Hazen

- 3.2** A representative case will be used for four (4) sections of the system to compare model predicted tailwater surcharge conditions against full pipe tailwater conditions to gauge sensitivity to the pipe capacity impacted by tailwater conditions in those areas of the system that are designed or intended to surcharge based on downstream pump station controls or other diversion structures. The following sections will be considered in this evaluation:

- Gravity outfall discharging to the North Columbia Pump Station
- Gravity outfall discharging to the West Columbia Pump Station
- Gravity outfall discharging to the Saluda River Pump Station
- Gravity outfall discharging to the Broad River Pump Station

The capacities evaluations will be compared with the model predicted surcharge conditions for the selected 2-year 24-hour event to determine the level of approximation of capacity achieved from the method above. The comparisons will be reviewed with the City to determine what tailwater conditions will be applied to the capacity analysis for the CAP Tool.

3.3 Memorandum – CAP Tool Capacity Approach Memorandum

- Hazen will submit a draft Technical Memorandum documenting the sewer system capacity comparison analysis.
- Hazen will meet to receive Clean Water 2020 and City comments. It is anticipated this meeting will be held during a normal monthly progress meeting.
- Hazen will finalize the Technical Memorandum after incorporating comments.

Task 4 – Develop CAP Tool Capacities

The purpose of this task is to update the CAP tool modeled and non-modeled capacities based on the criteria defined in Task 3.2.

- 4.1** Hazen will perform the segmental hydraulic analysis of the modeled pipe system using the calibrated hydraulic model and based on the recommended conditions developed in Task 3.
- 4.2** Manning full pipe equations will be used to develop the non-modeled pipe capacities. The capacity will be based on the recent facility data provided by the CleanWater 2020 program. Where elevation and slope information is missing or where pipe slope is zero or on a negative grade, it will be assumed that the pipe is at minimum grade based on its diameter and the capacity determined accordingly.
- 4.3** Modeled pump station capacities will be based on model predicted firm capacities obtained during the system capacity analysis.

Hazen

- 4.4 The non-modeled pump station capacities will be based on the available drawdown testing or best available data for each of the pump stations from the City and CleanWater 2020 Program.
- 4.5 Hazen will develop a series of system maps by basin to compare modeled predicted capacity to the segmental capacity analysis to be used by the CAP Tool. The maps will compare CAP Tool percent of full flow capacity to the model predicted percent of depth of flow to pipe diameter for current flow conditions
- 4.6 The facilities capacities will be compiled in the appropriate format and imported into the CAP Tool.
- 4.7 The CAP tool database will be reviewed with the City and the CleanWater 2020 Program for concurrence.

Task 5 – Develop Non-Modeled Pipe Flows

The purpose of this task is to develop the CAP Tool flows for the system to use as the baseline for the capacity analysis program. The base line flows will be considered the “existing” flows for the system starting January 2016. This period is used because the model will have been calibrated to temporary flow meter data collected during that time. The following tasks will be performed:

- 5.1 The flow assignments for the CAP Tool non-modeled nodes will be based on discrete points of known flows aggregated to local nodes/pipes. This technique is used to leverage the spatial accuracy of the meter locations for the sewered customer water meter billing data.
- 5.2 Once the flows are distributed in the system, known flows from the calibrated model for a 2-year 24-hour event (the appropriate event will be determined for the model recalibration effort) will be used to adjust the assigned flows by factoring the flows up or down to more closely match the predicted model entry points. The system peaking factors for non-modeled pipes will be based on the ratios of the distributed average daily flows to the distributed peak flows based on the prescribed 2-year 24-hour event.
- 5.3 Hazen will make a presentation to the City and the CleanWater 2020 Program to review the flow distribution and resulting peaking factors distributed in the model.
- 5.4 Hazen will update the CAP Tool database with the revised flows determined for both the modeled and non-modeled system components.
- 5.5 Updated Capacity related overflow for events greater than a 2-year event over the last 24 months will be obtained from the City and updated in the CAP tool.



Task 6 – CAP Tool Testing Internal/External

The purpose of this task is to test the CAP Tool internally and externally (City Staff) to verify the tools operation with the updated flows. The Tool will then be migrated to the City's system where it will be tested again to confirm operation in the City's environment. The following tasks will be performed:

6.1 The CAP Tool will be tested in Hazen's hosted environment. The following functionality will be confirmed by Hazen:

- Item 1 - Add a residential flow in 1 location
- Item 2 - Add a residential flow split between 2 locations
- Item 3 - Add a residential flow upstream of an original location
- Item 4 - Add a residential flow downstream of an original location
- Item 5 - Removing a connection
- Item 6 - Un-approve a permit
- Item 7 - Add a credit
- Item 8 - Use a credit
- Item 9 - Add a residential flow directly to a pump station
- Item 10 - Test change in use feature
- Item 11 - Override approval

The purpose using this testing criteria, used previously to evaluate the CAP Tool, is to ensure system functionality remains intact with modifications made.

6.2 Hazen will work with the City / CleanWater2020 to prepare a timeline for the CAP Tool implementation to migrate the Tool to the City's network system for database storage.

6.3 Hazen will generate a table of responsibilities between the System administrator (IT), the User administrator (staff member in engineering), and 3rd Party Support (Hazen on-call support). Roles and responsibilities for updates / revisions (mapping, flow numbers, credits, user / password, logic, outputs, etc.) will need to be developed along with the roles and responsibilities. It is anticipated that there will be two phases of participation of roles and responsibilities. There will be an initial startup and implementation phase and then it will migrate into an operational phase. A roles and responsibilities table will be developed for both phases with input provided by the City's IT and Engineering Departments. IT wishes to fully understand the service level that they will have to provide:

- The City's IT will be responsible for configuring and maintaining a SQL Server environment to internally host the production version Columbia's CAP software
- The City's IT noted that No TEST environment is anticipated. Following the meeting, Hazen notes that a test environment can be created if needed during transition of the Hazen hosted environment to the City's hosted environment.
- IT will need to continue to maintain the ESRI mapping utilities.



7. Summary of Deliverables

- 1. Meeting minutes and notes specific to this amendment.**
- 2. Comparison Maps (Subtask 4.5)**
 - a. Overall System Map**
 - b. Crane Creek Basin**
 - c. Smith Branch Basin**
 - d. Saluda River Basin**
 - e. Broad River Basin**
 - f. West Columbia Basin**
 - g. Rocky Branch Basin**
 - h. Gills Creek Basin**
 - i. Mill Creek Basin**
- 3. CAP Tool Capacity Approach Memorandum (Subtask 3.3)**
 - a. Draft Memorandum**
 - b. Final Memorandum**
- 4. CAP Tool Implementation Timeline (Subtask 6.2)**
- 5. Table of responsibilities between the System administrator (IT), the User administrator (staff member in engineering), and 3rd Party Support (Hazen on-call support) (Subtask 6.3)**



Hazen and Sawyer
1122 Lady Street, Suite 1230
Columbia, SC 29201 • 803.778.0001

**Exhibit B
TO
AMENDMENT No. 10 TO AGREEMENT
FOR
PROFESSIONAL ENGINEERING SERVICES
BETWEEN CITY OF COLUMBIA, SC
AND HAZEN AND SAWYER
FOR**

**SS685401 - Modeling and Evaluating the City's Sanitary Sewer System Piping and
Pumping Stations to Support a Capacity Assurance Program (CAP)**

COMPENSATION

The table below summarizes the estimated cost for each task of the project.

Task Description	VPI/OS (hrs)	SA (hrs)	A (hrs)	PE (hrs)	PD (hrs)	H&S Labor Hrs	H&S Fee	Total Fee
Task 1 – Update CAP Tool System Geometry								
1.1 Task - Kickoff Meeting		4	0		10	22	\$3,630	\$3,630
1.2 Geometry Update of CAP Tool		10			40	50	\$7,310	\$7,310
1.3 Organization of CAP Tool Database						0	\$0	\$0
1.4 Review of System Discrepancies		4	0		10	20	\$4,604	\$4,604
1.5 CAP Tool Update Process Documentation						0	\$0	\$0
Expenses								\$100
Subtotal	0	18	10	0	60	100	\$15,544	\$15,644
Task Description	VPI/OS (hrs)	SA (hrs)	A (hrs)	PE (hrs)	PD (hrs)	H&S Labor Hrs	H&S Fee	Total Fee
Task 2 – Mapping Component Modifications								
2.1 Task - Kickoff Meeting with Engineering and IT Staff		4	10			20	\$3,620	\$3,620
2.2 CAP Tool ESRI Mapping Interface		4	120		40	164	\$28,220	\$28,220
2.3 Initial Tool Modification Review Meeting		4	10			20	\$3,620	\$3,620
2.4 CAP Tool ESRI Mapping Interface Revisions		4	60		20	84	\$14,560	\$14,560
2.5 Final Tool Modification Review Meeting		4	10			20	\$3,620	\$3,620
Expenses								\$2,000
Subtotal	0	20	214	0	60	304	\$54,220	\$54,220
Task Description	VPI/OS (hrs)	SA (hrs)	A (hrs)	PE (hrs)	PD (hrs)	H&S Labor Hrs	H&S Fee	Total Fee
Task 3 – Review and Modify Capacity Methodology based on City and Program Input								
3.1 Task - Kickoff Meeting		4	0		10	22	\$3,630	\$3,630
3.2 Tail Water Conditions Analysis		0	10	10	10		\$0,904	\$0,904
3.3 Memorandum – CAP Tool Capacity Approach Memorandum								
Draft TM		8	20	30	12	70	\$12,000	\$12,000
Final TM		4	10	10	12	44	\$0,770	\$0,770
Expenses								\$100
Subtotal	0	24	64	10	60	142	\$31,400	\$31,500
Task Description	VPI/OS (hrs)	SA (hrs)	A (hrs)	PE (hrs)	PD (hrs)	H&S Labor Hrs	H&S Fee	Total Fee

hazenandsawyer.com

Task Description	VP100	SA	A	PE	PD	HAS	HAS	Total
	(hrs)	(hrs)	(hrs)	(hrs)	(hrs)	(hrs)	(hrs)	
Task 4 - Develop CAP Tool Capabilities								
4.1 Assess Pipe Capacities	10	120		20	100	\$21,220		\$23,220
4.2 Non-Model Pipe Capacities Development	0	0		00	140	\$20,440		\$20,440
4.3 Model Pump Station Capacity Development	4	0		20	12	\$2,340		\$2,340
4.4 Non-Model Pump Station Capacity Development	4	0		20	24	\$3,690		\$3,690
4.5 Model CAP Tool Capabilities Development	4	0		10	20	\$4,494		\$4,494
4.6 CAP Tool Database Compiling into CAP Tool	4	20		20	44	\$7,140		\$7,140
4.7 CAP Tool Database Review with City	4	0		10	22	\$3,690		\$3,690
Expenses								\$1,600
Subtotal	0	44	104	60	340	\$60,004		\$71,338
Task 5 - Develop Non-Modelled Pipe Flows								
5.1 Water Meter Sizing Data for Distribution	4			20	00	\$4	\$11,400	\$11,400
5.2 Carbonaceous Model Flow Capabilities for Non-Modelled System	0			10	40	\$3,280		\$3,280
5.3 Flow Distribution for Non-Modelled City	0			0	18	\$4,904		\$4,904
5.4 Modelled and Non-Modelled Existing Flow Updated in CAP Tool	4	20		20	44	\$7,140		\$7,140
5.5 Overflow Database Update in CAP Tool	1			4	0	\$1,261		\$1,261
Expenses								\$200
Subtotal	0	20	20	40	340	\$30,015		\$32,315
Task 6 - CAP Tool Testing Internal/External								
6.1 Model CAP Tool Testing	2	0		00	70	\$3,690		\$3,690
6.2 Implementation Timeline Preparation	2	10			12	\$2,290		\$2,290
6.3 Table of Responsibilities for IT, Engineering and Mgmt	2	10			12	\$2,290		\$2,290
Expenses								\$200
Subtotal	0	0	20	0	00	\$10,270		\$10,270
Overall Total								\$222,123



Exhibit C
TO
AMENDMENT No. 10 TO AGREEMENT
FOR
PROFESSIONAL ENGINEERING SERVICES
BETWEEN CITY OF COLUMBIA, SC
AND HAZEN AND SAWYER
FOR
SS685401 - Modeling and Evaluating the City's Sanitary Sewer System Piping and
Pumping Stations to Support a Capacity Assurance Program (CAP)

HOURLY RATE SCHEDULE

Hazen shall be allowed to adjust employee hourly rates on annual basis starting in July 2020. Adjustments shall not exceed 3% per year. Hazen will submit to the Client, for approval, the proposed hourly rates.

Hazen and Sawyer
2019-20 Hourly Billing Rates

<u>Employee Classification</u>	<u>2019-20 Billing Rates</u>
Vice President	\$253.00
Associate Vice President	\$230.00
Senior Associate	\$215.00
Associate	\$185.00
Senior Principal Engineer	\$160.00
Principal Engineer	\$140.00
Engineer	\$130.00
Assistant Engineer	\$114.00
Senior Principal Designer	\$150.00
Principal Designer	\$129.00
Designer, GIS Technician	\$104.00
Administrative	\$72.00
Technicians	\$37.00

2019



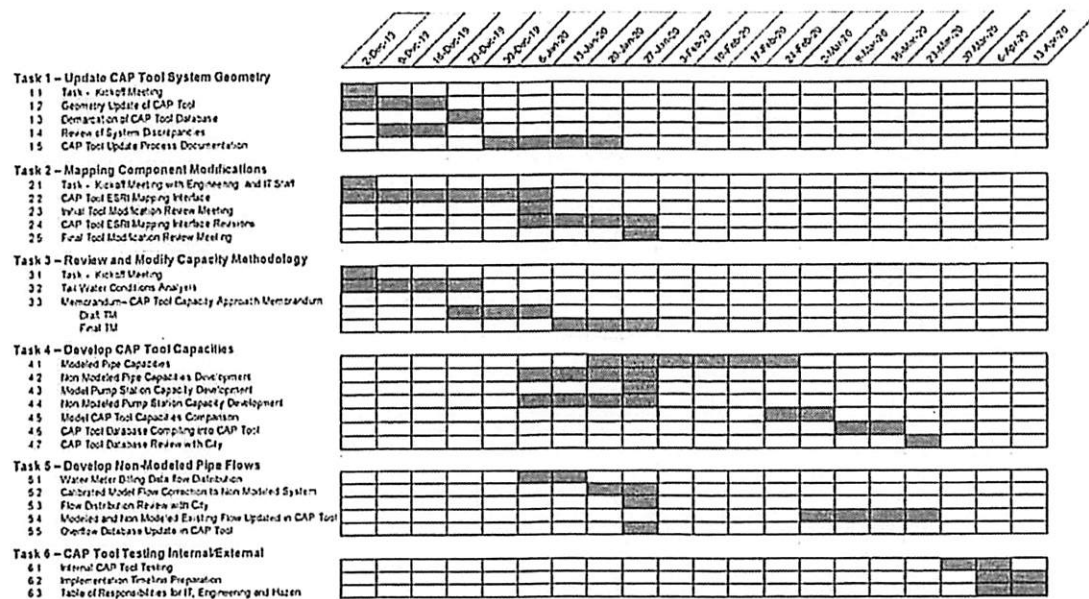
Hazen and Sawyer
1122 Lady Street, Suite 1230
Columbia, SC 29201 • 803.779.0001

**Exhibit D
TO
AMENDMENT No. 10 TO AGREEMENT
FOR
PROFESSIONAL ENGINEERING SERVICES
BETWEEN CITY OF COLUMBIA, SC
AND HAZEN AND SAWYER
FOR**

**SS685401 - Modeling and Evaluating the City's Sanitary Sewer System Piping and
Pumping Stations to Support a Capacity Assurance Program (CAP)**

PROJECT SCHEDULE

The schedule below summarizes the major milestones for this proposed amendment.
It is anticipated that five (5) months will be required to complete the tasks described herein.



Hazen recommends extending the overall project schedule to June 1, 2021 to facilitate development and submittal of the EPA CAP Report.

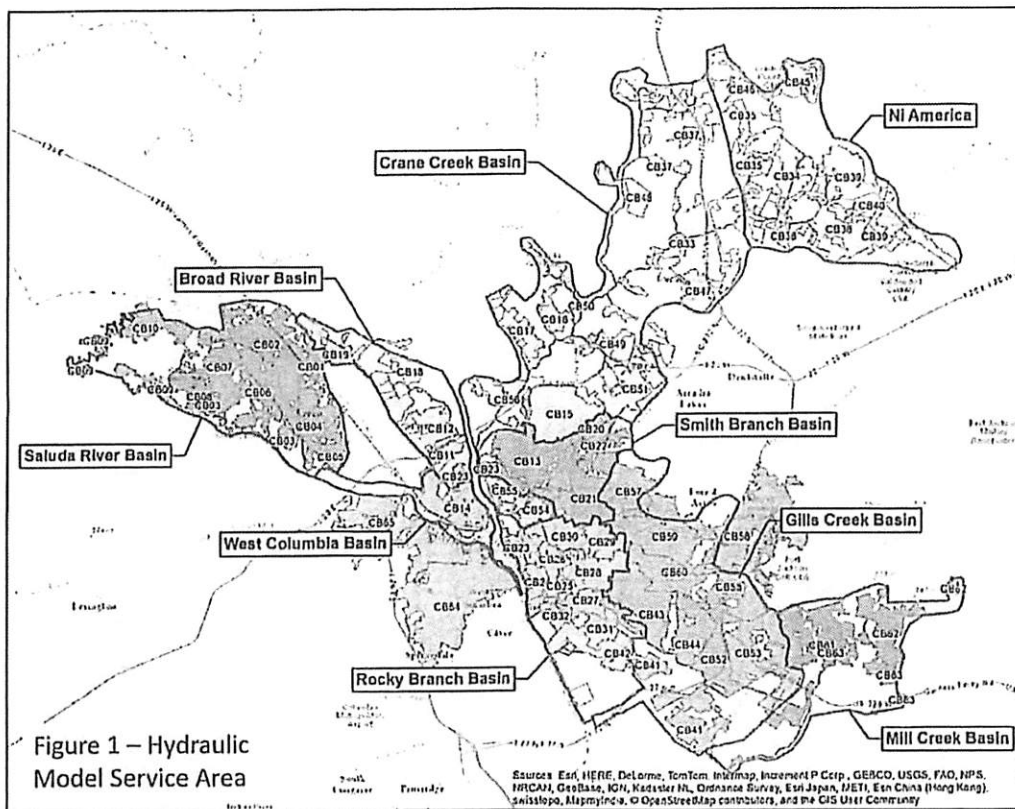


Figure 1 – Hydraulic
Model Service Area

Clean Water 2020

Columbia's Clear Vision For Clean Water

Address: 1441 Main Street, 10th Floor | Columbia, SC 29201

Office: 803.545.3400 Email: Info@CleanWater2020.com

Memorandum

To: *Procurement and Contracts*

From: *John Riggs*

Date: *January 25, 2020*

Subject: *SS685401 Contract Amendment #10 Justification*

Since 2012, Hazen and Sawyer (H&S) has been leading the effort to develop a collection system-wide hydraulic computer model and a Capacity Assurance Program (CAP) Tool, both of which will be used to evaluate and refine future projects necessary to improve the sewer system and the reduce sanitary sewer overflows (SSO's). This work is required by the Consent Decree and is an integral part of the overall CleanWater 2020 program. H&S possesses an extensive working knowledge of the City of Columbia's collection system and has completed much of the required work to date including its on-going work to recalibrate the Hydraulic Model and redevelop the Collection System Master Plan as part of SS7485. Amendment No. 10 is for follow-on work requested by the City to update the CAP Tool to reflect current system conditions.

SS685401 Amendment No. 10 includes the following work:

1. **Update CAP Tool:** The purpose of this task is to update the CAP Tool to reflect the recent system conditions generated from the recalibration of the Hydraulic Model completed in SS7485, which includes a renewed representation of the system via the Sewer Mapping Program and updated GIS for "Modeled" and "Non-Modeled" pipe segments.
2. **Mapping Component Modification:** The purpose of this task is to implement City IT improvements to integrate the renewed CAP Tool into city GIS and IT systems.
3. **Review Capacity Methodology:** Hazen will revisit system capacity limitations and triggers from the CAP Tool based on the recalibrate the model of the existing conditions.
4. **CAP Tool Testing:** Hazen will facilitate the testing of the CAP Tool with City departments and Engineering.

Amendment No. 10 is a continuation of these services so CW2020 recommends that this Amendment be issued solely to Hazen & Sawyer.



Clean Water 2020

Columbia's Clear Vision For Clean Water

Address: 1441 Main Street, 10th Floor | Columbia, SC 29201

Office: 803.545.3400 Email: info@CleanWater2020.com

Memorandum

To: *Procurement and Contracts*

From: *John Riggs, Project Manager*

Date: *January 25, 2020*

Subject: *SS685401 Time Extension Justification*

Hazen and Sawyer is currently completing the Wastewater Collection System Sewer Model and Capacity Assurance Program (CAP) project under SS685401. Under this City of Columbia contract, the Consultant is providing engineering services for the development and implementation of the CAP Tool and the CAP. Under another ongoing project, SS7485, Hazen and Sawyer has recalibrated the wastewater collection system model to reflect current system conditions. The CAP Tool and CAP are based on the hydraulics of the wastewater collection system. Under Amendment No. 10 to this contract (current request), Hazen and Sawyer will update the CAP Tool to integrate the recalibrated system model conditions. This effort will delay the deployment of the CAP Tool to the city and require a time extension of the project work under the main agreement to coordinate follow-up work with the renewal of the CAP Tool.

Consequently, Consultant is requesting to extend the contract end date to the projected project completion schedule. (see Exhibit D for the revised schedule).

The contract expiration date from the original agreement is June 30, 2020 (amended). Under this proposed Time Extension, it is requested that the contract expiration date be extended to June 30, 2021.

Consultant will seamlessly and efficiently continue the current services working with City staff and its Clean Water 2020 Program Manager. For the reasons presented, I recommend that the Contract Time Extension be Issued for SS685401 under Amendment No. 10.





We Are Columbia

MEETING DATE: March 10, 2020

DEPARTMENT: Procurement and Contracts

FROM: Sandra Wright, Purchasing Agent

SUBJECT: Council is asked to approve a Contract for Project WM4389; Water Main Construction along Crestwood Drive, Southwood Drive, Hollywood Drive, and South Gregg Street, as requested by Columbia Water. Award to GH Smith Construction, Inc. in an amount not to exceed \$1,431,667.60, which includes contingency. This firm is located in Columbia, SC.

REQUISITION NO.: R200647

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: 5529999-WM438901-658650. The original budget amount is \$1,431,667.60.

BUSINESS PROGRAM: Mentor Protege Program

CLEAN WATER 2020?: No

FOCUS AREAS: Innovative & High Quality Municipal Services

PURPOSE:

This is a Mentor Protégé Program project. GH Smith Construction, Inc., a Local Business Enterprise of Columbia, SC, is the Mentor and will be performing water line installation and other services at 47.0% (\$611,212.80) of the total contract value. Smoak Construction, LLC, a Disadvantaged Business Enterprise (Woman) and a Local Business Enterprise of Columbia, SC, is the Protégé and will be performing water line installation at 20.0% (\$260,303.20) of the total contract value.

The following suppliers will be providing additional services:

Fortiline Waterworks of Columbia, SC will be providing pipe and fittings at 21.9% (\$285,000.00) of the total contract value.

Martin Marietta of Columbia, SC will be providing rock/crusher run at 0.2% (\$3,000.00) of the total contract value.

Capital Concrete of Lexington, SC will be providing flowable fill and concrete at 8.2% (\$107,000.00) of the total contract value.

Sloan Construction of Columbia, SC will be providing asphalt at 2.3% (\$30,000.00) of the total contract value.

Super Sod of Columbia, SC will be providing sod at 0.4% (\$5,000.00) of the total contract value.

There were four (4) responsive and responsible bids received for this project under BID #024-19-20-LAG.

The total construction time allocated for this project is three hundred (300) consecutive calendar days after the Notice to Proceed is issued.

Base Bid	\$ 1,301,516.00
Contingency (20%)	\$ 130,151.60
Total	\$ 1,431,667.60

ATTACHMENTS:

- **#a:** Contract approved by Legal (PDF)
- **#b:** PM Recommendation (MSG)
- **#c:** Compliance Approved & MPP Imp. Plan (PDF)
- **#d:** Bid Tabulation (PDF)
- **#e:** Location Map (PDF)
- **#f:** GH Smith BIR Form (PDF)

CONTRACT

City of Columbia, South Carolina

WM4389 (MPP)

Water Main Construction along Crestwood Dr., Southwood Dr., Hollywood Dr., and S. Gregg St.

BID 024-19-20-LAG

This Contract is made by and between the City of Columbia, Columbia, South Carolina, hereinafter called Owner, and **G H Smith Construction, Inc.** with legal address and principal place of business at **430 Shuler Court, Columbia SC, 29212**, 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 SC**.

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 **One Million, Three Hundred One Thousand, Five Hundred Sixteen Dollars and Zero Cents (\$1,301,516.00)**.

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

APPROVED AS TO FORM

Legal Department City of Columbia, SC

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 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 Permits.

9.2.7 Part 15 "General Specifications", Part 16 "Specifications for Water Distribution System, Materials, and Construction, all of the of the City of Columbia's Engineering Regulations.

9.2.8 Special Provisions.

9.2.9 Location Map.

9.2.10 Drawings, numbered 1 through 13 inclusive and dated 7/3/2018.

9.2.11 Addendum number 1.

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

9.2.13 The Mentor Protégé Program (MPP) Guidelines and the Mentor Protégé Program (MPP) Implementation Plan.

ARTICLE 10. TERMINATION

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

contract price which is equal to its percent of completion, whichever of the two methods provides the lowest sum to be paid to the Contractor. In no event shall the Contractor be entitled to anticipatory profit or damages for any termination under this clause. In no event shall the Contractor be entitled to assert a claim in quantum meruit or any other measure of damages other than that stated herein.

ARTICLE 11. MISCELLANEOUS

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

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

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

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

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

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

Contractor

BY

(CORPORATE SEAL)

Attest

Address for giving notices:

Date: _____

Owner

City of Columbia, SC

BY

Teresa Wilson, City Manager

(CORPORATE SEAL)

Attest

Address for giving notices:

Department of Procurement and Contracts1800 Main Street, 2nd FloorColumbia, SC 29201

Date: _____

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

APPROVED AS TO FORM



Legal Department City of Columbia, SC

Hammond, Erika

From: Culclasure, Susan
Sent: Tuesday, December 17, 2019 2:38 PM
To: Grice, Latisha A; Nelly, Juliet M
Subject: RE: BID 024-19-20-LAG- Water Main Construction along Crestwood Dr. Southwood Dr. Hollywood Dr. and S. Gregg St. (WM4389)
Attachments: Rhett Culclasure.vcf

The apparent low bidder is GH Smith Construction, Inc. at \$1,301,516.00. It is recommended that City Council accept the proposed bid and a 10% contingency for a total cost of \$1,431,667.60.

Please let me know if you need any additional information. Thanks!

Rhett



From: Grice, Latisha A
Sent: Tuesday, December 17, 2019 1:16 PM
To: Culclasure, Susan <Susan.Culclasure@columbiasc.gov>; Nelly, Juliet M <Juliet.Nelly@columbiasc.gov>
Subject: BID 024-19-20-LAG- Water Main Construction along Crestwood Dr. Southwood Dr. Hollywood Dr. and S. Gregg St. (WM4389)

Greetings,

To: Compliance: Please see the attached documents for Bid 013-19-20-LAG for project compliance evaluation.

To: Project Manager: Please review Bid Analysis and submit a Letter of Recommendation of contractor for Council Agenda Approval. Please include the contractor's base amount, contingency and total.

Thank you in advance. Have A Wonderful Day!

--Latisha



Latisha A. Grice, MPA

Bid Coordinator

Department of Procurement & Contracts

1800 Main St 2nd Fl., Columbia, SC 29201

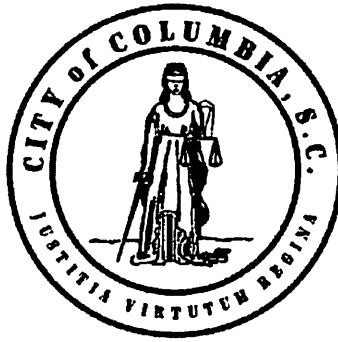
Phone: 803-545-3469 Fax: 803-758-1013

Email: latisha.grice@columbiasc.gov

www.columbiasc.net

Not everything that is faced can be changed, but nothing can be changed until it is faced.

-- James Baldwin



CITY OF COLUMBIA

INTER-OFFICE MEMORANDUM

TO: Juliet Nelly, Program Compliance Administrator

FROM: Latisha A. Grice, Bid Coordinator
Department of Procurement and Contracts

DATE: December 17, 2019

SUBJECT: PROJECT: BID# 024-19-20-LAG - Water Main Construction along Crestwood Dr. Southwood Dr. Hollywood Dr. and S. Gregg St. (WM4389)

Bids for this project were opened publicly at 3:00 p.m., December 12, 2019 in the second floor Conference Room, 1800 Main Street.

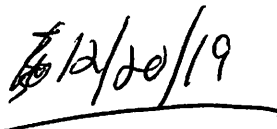
Bids submitted for the referenced project were in participation with the Mentor Protégé Program (MPP). The apparent responsive low bidder is **G H Smith Construction, Inc of Columbia SC, at \$1,301,516.00.**

Please review for Mentor Protégé Program compliance and return your approval as soon as possible. Also, please verify the percentages listed on the Business Information Record and check for consistency to the noted dollar amount.

Please indicate your approval with your signature below and return to me when you have completed your review.

Thank You.

Review Approved: 
Juliet Nelly, Compliance Administrator

DATE: 



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: 12/12/19

Project Number: WM4389

Mentor: GH Smith Construction Inc

Project Name: Crestwood/Southwood Water

Protégé: Smoak Construction LLC

Duration of the Project: 300 days

Project Contract Amount: 1,301,516.00

Protégé Amount: \$ 260,303.20

Statement of Commitment: Both Mentor and Protégé are committed to providing an adequate amount of resources and effort to execute the plan below. Mentor and Protégé acknowledge the Implementation Plan is a joint plan and agree to meet at least quarterly to verify compliance with this Plan.

1. How do the Mentor and Protégé intend to work together on the designated project?
Address contractual relationship, general roles and informal teaming arrangements.

We will subcontract a minimum of 20% to Smoak Construction assigning specific sections for them to complete working along side GH Smith. Jerry Smith and Ron Smoak will coordinate day to day work, ordering materials, cleanup and safety control.

2. How will the specific, quantitative goals in the Annual Business Plan and MPP Agreement be implemented via the work on the project? Address general goals here and specific goals in question 9.

This is a very large project and will allow Smoak to continue to increase revenue, keep current staff working, and purchase more equipment. We have completed our current MPP job together and it went very well. We hope to be able to move right into the next project and keep our goals.

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.

Jerry and Ron will meet weekly to discuss weekly project goals and maintaining safety issues and scheduling. we will also work with their office staff on how to handle their own payroll. We recently helped them get set up with a new accountant that specialized in construction contractors and knows what the bonding company looks for. We want them to increase revenue, profitability and produce solid financial statements.



CITY OF COLUMBIA

Department of Utilities and Engineering
Compliance Division
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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:

GH Smith will handle the bonding for the project. Jerry Smith will be supervisor/our crew and equipment will be used.

Protégé:

Ron Smoak is their supervisor. They will use their own equipment and our when needed.

Subcontractors:

Jerry Smith will be in charge of any sub-contractors but there are none as of now besides Smoak.

Special Arrangements:

We have two other supervisors on site, Tim Sinnott and Rodger Roberts who can oversee if Jerry is not there.

5. What scope of work to be performed by each participant of the MPP team?

a. Description of Mentor's responsibilities:

Overall project management, insurance, billing, calling in locates, water line installation, ordering materials, addressing any safety issues, clean up, traffic control, maintaining the storage lot.

b. Description of Protégé's responsibilities on project:

Reporting any problems to Jerry Smith, completing their assigned sections of the project while maintaining safety goals including not hitting located lines, proper cleanup, traffic control.

c. Description of responsibilities that will be completed as a team:

Keeping up with weekly completion goals, daily work site safety, clean up and meeting the city inspector concerning quantities and communicating any issues or problems to Jerry.

6. What is the anticipated duration (in months) of each major phase of the project? During which phases will the Protégé be utilized?

This project will take about 10 months and we will work alongside each other from start to finish unless we have to pull off on another job.



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?

This will be our 2nd project together as MPP. The first one has gone very well and we are near completion so we feel like this next one will go well also.

8. What are the team's specific, quantitative goals and milestones for the current project?

We are hoping for Smoak to have a good revenue year and be able to bid on a stand alone project at some point. The protege only project did not work out for them to bid because of the 3 year warranty clause and them being a new company. That policy has been changed but no new projects have been out for bid yet—they are ready for that.

9. Outline of Regularly Scheduled meeting between Mentor and Protégé (Progress reporting).

Jerry and Ron routinely talk on a daily basis about any problems and meeting weekly completion goals.

10. Define payment schedule and financial terms identifying milestones for initial, progress and final payments.

We do our billing at the end of each month after meeting with city inspectors and any outside engineer. When we are paid from the city—usually about 3 weeks—we cut them a check the next day for their portion of the work. They bill us for the work they have completed with a set amount for each item.



CITY OF COLUMBIA

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11. List the Subcontractors that will be used on this project, as well as the information requested below: (The Subcontractor(s) listed below will NOT consist of your Protégé.)

Subcontractor's Name	Telephone	Address	Who will they report to?	Contract Amount	MPP, MBE, WBE, SBE	Percentage of Contract

12. What percentage of the project is being implemented by the Protégé? Must equate to a minimum of 20% of total contract amount.

Protégé Contract Value: 260,303.20

Percentage of Contract: 20% (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 GH Smith Const. Inc (Mentor Firm) this 11th day of Dec. 2019.
Corporate SEAL

By: [Signature]
Title: President

ATTEST:
By: [Signature]
Title: Assist. Sec.

EXECUTED by Smoak Const. LLC (Protégé Firm) this 11 day of Dec. 2019.
Corporate SEAL
By: [Signature]
Title: Owner

ATTEST:
By: [Signature]
Title: Owner

RECOMMENDED FOR APPROVAL:

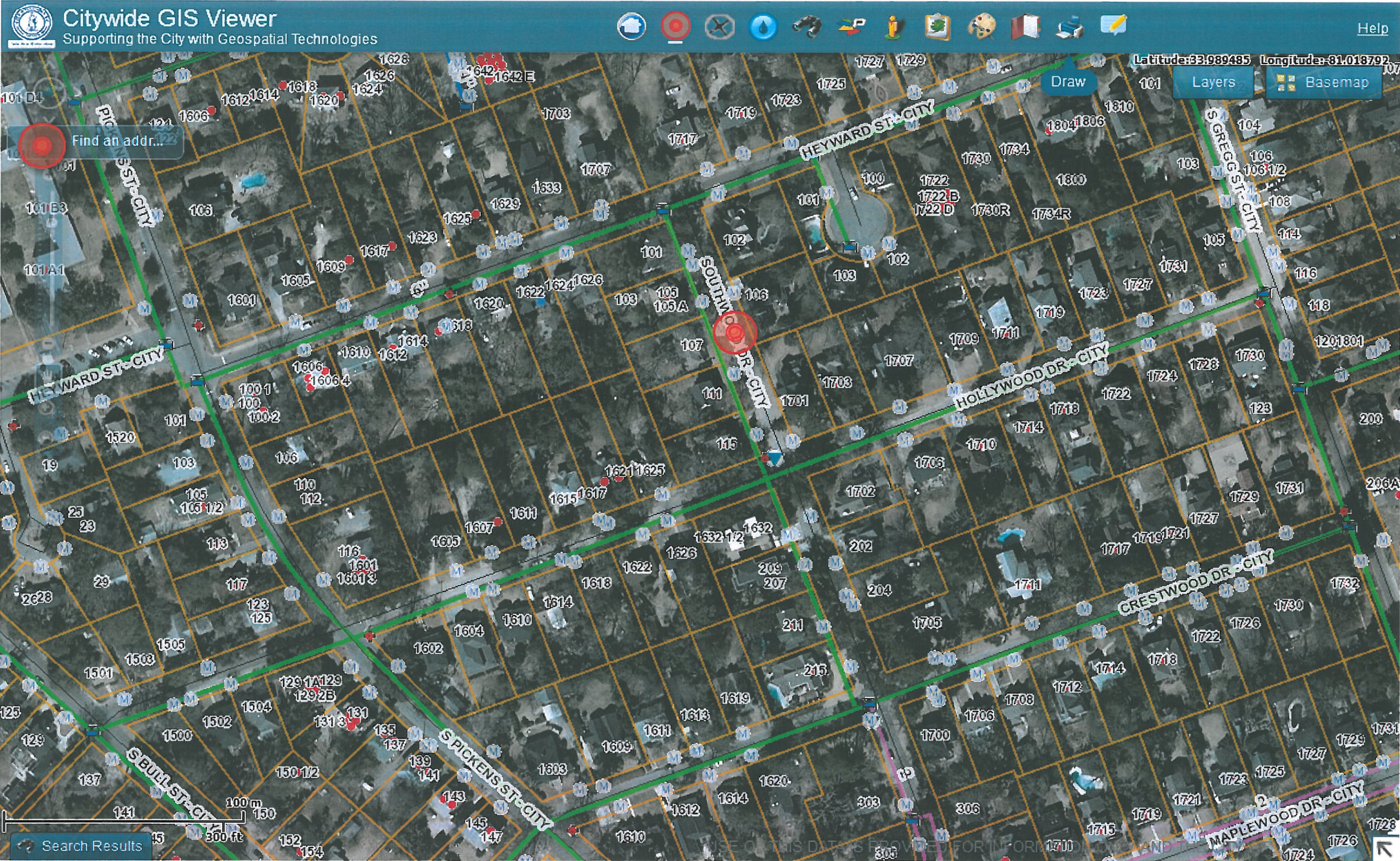
EXECUTED by the Department of Utilities & Engineering, Compliance Division on this 20
day of DECEMBER, 2019.

By: [Signature]
Title: Compliance Administrator

Event Number	BID #024-19-20-LAG Addendum 1	Organization	City of Columbia, SC
Event Title	Water Main Construction along Crestwood	Workgroup	Purchasing
Event Description	Pre-Bid Meeting will be held on November	Event Owner	Latisha Grice
Event Type	IFBs	Email	latisha.grice@columbiasc.gov
Issue Date	11/14/2019 04:17:45 PM (ET)	Phone	
Close Date	12/12/2019 03:00:00 PM (ET)	Fax	

Responding Supplier	City	State	Response Submitted	Lines Responded	Response Total
G H Smith Construction, Inc	Columbia	SC	12/12/2019 11:04:24 AM (ET)	1	\$1,301,516.00
LAD Construction, LLC	Swansea	SC	12/12/2019 02:12:59 PM (ET)	1	\$1,596,471.00
Carolina Tap & Bore, Inc.	West Columbia	SC	12/12/2019 01:59:30 PM (ET)	1	\$1,728,432.00
Stutts & Williams, LLC	Lexington	SC	12/12/2019 02:56:41 PM (ET)	1	\$2,610,718.00

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



**Bid No. 024-19-20-LAG Water Main Construction along Crestwood Dr., Southwood Dr.,
Hollywood Dr., and S. Gregg St (WM4389 (MPP))**

Page 34 of 61

Business Information Records

A MANDATORY FORM

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.

Business w/ Address	Contact w/Phone	Services / Materials	\$ Value <u>and</u> % * * *	MBE, WBE, SBE, LBE (indicate all that apply)	Is your business CDBE Approved? Yes or No
Fortiline Waterworks 120 N Shorecrest Dr Columbia, SC 29204	Hayne McCall 803-467-3909	Pipe & fittings	\$285,000.00 22%		No
Smoak Construction 989 Holy Trin. Ch. Rd Little Mtn. SC 29075	Ron Smoak 803-546-7009	Water install	\$260,303.20 20%	WBE	Yes
Martin Marietta 370 Monticello Trail Columbia SC 29203	803-786-4510	Rock/crusher run	\$3,000.00 .2%		No
Capital Concrete P.O. Box 2494 Lexington, SC 29071	Denny Rudd 843-737-3595	Flowable fill/ concrete	\$107,000.00 8.2%		No
Sloan Construction 645 Rosewood Dr Columbia SC 29201	Wendy 803-376-1240	Asphalt	\$30,000.00 2.3%		NO
Super Sod Columbia SC	803-936-1265	Sod	\$5,000.00 .4%		No

TOTAL:\$ 690,303.20

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

Business Name GH Smith Construction, Inc

Representative Name / Title Self, Pres.

Date: 12-12-19



We Are Columbia

MEETING DATE: March 10, 2020

DEPARTMENT: Legal Department

FROM: Shari Ardis, Legal Office Manager

SUBJECT: Ordinance No.: 2020-005 Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 5, Article II, Building and Technical Codes, Division 2, Building Code, Sec. 5-51, Adoption; conflicting provisions

**FUNDING SOURCE &
ORIGINAL BUDGET:**

FOCUS AREAS: Empowering Our Residents, Enhancing Columbia's Neighborhoods, Innovative & High Quality Municipal Services, Planning Together

PURPOSE:

Adopt 2018 International Building Code - First reading approval was given on February 25, 2020.

ATTACHMENTS:

- **#a:** 2020-005 amend Sec. 5-51 Adoption; conflicting provisions (adopt 2018 IBC) (PDF)

HISTORY:

02/25/20

Columbia City Council

APPROVED ON FIRST READING.

ORDINANCE NO.: 2020-005

*Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina,
Chapter 5, Article II, Building and Technical Codes, Division 2,
Building Code, Sec. 5-51, Adoption; conflicting provisions*

BE IT ORDAINED by the Mayor and Council this ____ day of _____, 2020, that Chapter 5, Article II, Building and Technical Codes, Division 2, Building Code, Sec. 5-51, Adoption; conflicting provisions, of the 1998 Code of Ordinances of The City of Columbia, South Carolina, is amended to read as follows:

Sec. 5-51. Adoption; conflicting provisions.

(a) There is hereby adopted by and for the city the International Building Code ~~2015~~ 2018 edition, as modified by amendment of the South Carolina Building Code Council, which code is published separately in book form and is adopted by reference as though copied fully in this section, as published by the International Code Council, Inc. Specifically excluded from the adoption of the International Code referenced herein Section 103 in its entirety, and its subsections (enumerated as 103.1, 103.2, 103.3 and 104.8). Any other provision not specifically excluded above which concerns the qualification, removal, dismissal and duties of the building official or any other city official or employee are deemed excluded from this section. A file of record of this code is in the offices of the city clerk and building official.

(b) In the event of any conflict between the provisions of the code adopted by this section and state law or city ordinances, rules or regulations, then the code adopted by this section shall prevail and be controlling unless the code is specifically amended by state law which shall prevail and be controlling.

This ordinance is effective as of final reading.

Requested by:

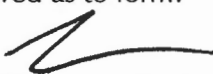
Assistant City Manager Gentry

Mayor

Approved by:

City Manager

Approved as to form:



City Attorney

ATTEST:

City Clerk

Introduced:

Final Reading:



We Are Columbia

MEETING DATE: March 10, 2020

DEPARTMENT: Legal Department

FROM: *Shari Ardis, Legal Office Manager*

SUBJECT: Ordinance No.: 2020-006 Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 9, Fire Prevention and Protection, Article IV, Fire Prevention Code, Sec. 9-61, Adoption

**FUNDING SOURCE &
ORIGINAL BUDGET:**

FOCUS AREAS: Empowering Our Residents, Enhancing Columbia's Neighborhoods, Innovative & High Quality Municipal Services, Planning Together

PURPOSE:

Adopt 2018 International Fire Code - First reading approval was given on February 25, 2020.

ATTACHMENTS:

- **#a:** 2020-006 amend Sec. 9-61 Adoption (adopt 2018 IFC) (PDF)

HISTORY:

02/25/20

Columbia City Council

APPROVED ON FIRST READING.

ORDINANCE NO.: 2020-006

Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 9, Fire Prevention and Protection, Article IV, Fire Prevention Code, Sec. 9-61, Adoption

BE IT ORDAINED by the Mayor and Council this ___ day of _____, 2020, that the 1998 Code of Ordinances of The City of Columbia, South Carolina, Chapter 9, Fire Prevention and Protection, Article IV, Fire Prevention Code, Sec. 9-61, Adoption, is amended to read as follows:

Sec. 9-61. Adoption.

(a) There is hereby adopted by the city council, for the purpose of prescribing regulations governing conditions hazardous to life and property from fire or explosion, that certain code known as the 2015 2018 Edition of the International Fire Code as adopted and modified by amendment of the South Carolina Building Code Council and published by the International Code Council, Inc., Section 103 and its subsections (enumerated as Sections 103.1, 103.2, 103.3, 103.4 and 103.4.1) are expressly excluded from the Code of Ordinances of the City of Columbia.

(b) In the event of any conflict between the provisions of the code adopted by this section and state law or city ordinances, rules or regulations, then the code adopted by this section shall prevail and be controlling, unless the code is specifically amended by state law which shall prevail and be controlling.

This ordinance is effective as of final reading.

Requested by:

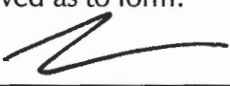
Assistant City Manager Gentry

Mayor

Approved by:

City Manager

Approved as to form:



City Attorney

ATTEST:

City Clerk

Introduced:

Final Reading:



We Are Columbia

MEETING DATE: March 10, 2020

DEPARTMENT: Legal Department

FROM: Shari Ardis, Legal Office Manager

SUBJECT: Ordinance No.: 2020-007 Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 5, Article 11, Building and Technical Codes, Division 3, Gas Code, Sec. 5-71, Adoption; conflicting provisions

**FUNDING SOURCE &
ORIGINAL BUDGET:**

FOCUS AREAS: Empowering Our Residents, Enhancing Columbia's Neighborhoods, Innovative & High Quality Municipal Services, Planning Together

PURPOSE:

Adopt 2018 International Fuel Gas Code - First reading approval was given on February 25, 2020.

ATTACHMENTS:

- **#a:** 2020-007 amend Sec. 5-71 Adoption; conflicting provisions (adopt 2018 IFGC) (PDF)

HISTORY:

02/25/20

Columbia City Council

APPROVED ON FIRST READING.

ORDINANCE NO.: 2020-007

*Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina,
Chapter 5, Article II, Building and Technical Codes, Division 3,
Gas Code, Sec. 5-71, Adoption; conflicting provisions*

BE IT ORDAINED by the Mayor and Council this ____ day of _____, 2020, that Chapter 5, Article II, Building and Technical Codes, Division 3, Gas Code, Sec. 5-71, Adoption; conflicting provisions, of the 1998 Code of Ordinances of The City of Columbia, South Carolina, is amended to read as follows:

Sec. 5-71. Adoption; conflicting provisions.

(a) There is hereby adopted for the city the International Fuel Gas Code, ~~2015~~ 2018 edition as adopted and modified by amendment of the South Carolina Building Code Council, published by the International Code Council, Inc., which code is published separately in book form and is adopted by reference as though copied fully in this section. Specifically excluded from the adoption of the International Code referenced herein is Section 103 and its subsections (enumerated as Sections 103.1, 103.2, 103.3 and 103.4). Any other provision not specifically excluded above which concerns the qualification, removal, dismissal and duties of the building official or any other city official or employee are deemed excluded from this section. A file of record of this code is in the offices of the city clerk and building official.

(b) In the event of any conflict between the provisions of the code adopted by this section and state law or city ordinances, rules or regulations, then the code adopted by this section shall prevail and be controlling unless the code is specifically amended by state law which shall prevail and be controlling.

This ordinance is effective as of final reading.

Requested by:

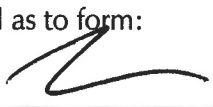
Assistant City Manager Gentry

Mayor

Approved by:

City Manager

Approved as to form:



City Attorney

ATTEST:

City Clerk

Introduced:

Final Reading:



We Are Columbia

MEETING DATE: March 10, 2020

DEPARTMENT: Legal Department

FROM: Shari Ardis, Legal Office Manager

SUBJECT: Ordinance No.: 2020-008 Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 5, Article II, Building and Technical Codes, Division 6, Mechanical Code, Sec. 5-131, Adoption; conflicting provisions

**FUNDING SOURCE &
ORIGINAL BUDGET:**

FOCUS AREAS: Empowering Our Residents, Enhancing Columbia's Neighborhoods, Innovative & High Quality Municipal Services, Planning Together

PURPOSE:

Adopt 2018 International Mechanical Code - First reading approval was given on February 25, 2020.

ATTACHMENTS:

- **#a:** 2020-008 amend Sec. 5-131 Adoption; conflicting provisions (adopt 2018 IMC) (PDF)

HISTORY:

02/25/20

Columbia City Council

APPROVED ON FIRST READING.

ORDINANCE NO.: 2020-008

*Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina,
Chapter 5, Article II, Building and Technical Codes, Division 6,
Mechanical Code, Sec. 5-131, Adoption; conflicting provisions*

BE IT ORDAINED by the Mayor and Council this ____ day of _____, 2020, that Chapter 5, Article II, Building and Technical Codes, Division 6, Mechanical Code, Sec. 5-131, Adoption; conflicting provisions, of the 1998 Code of Ordinances of The City of Columbia, South Carolina, is amended to read as follows:

Sec. 5-131. Adoption; conflicting provisions.

(a) There is hereby adopted by and for the city the International Mechanical Code, ~~2015~~ 2018 edition as adopted by the South Carolina Building Code Council, published by the International Code Council, Inc., which code is published separately in book form and is adopted by reference as though copied fully in this section. Specifically excluded from the adoption of the International Code referenced herein is Section 103 and its subsections (enumerated as Sections 103.1, 103.2, 103.3 and 103.4). Any other provision not specifically excluded above which concerns the qualification, removal, dismissal and duties of the building official or any other city official or employee are deemed excluded from this section. A file of record of this code is in the offices of the city clerk and building official.

(b) In the event of any conflict between the provisions of the code adopted by this section and state law or city ordinances, rules or regulations, then the code adopted by this section shall prevail and be controlling unless the code is specifically amended by state law which shall prevail and be controlling.

This ordinance is effective as of final reading.

Requested by:

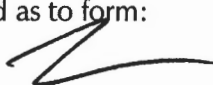
Assistant City Manager Gentry

Mayor

Approved by:

City Manager

Approved as to form:



City Attorney

ATTEST:

City Clerk

Introduced:

Final Reading:



We Are Columbia

MEETING DATE: March 10, 2020

DEPARTMENT: Legal Department

FROM: Shari Ardis, Legal Office Manager

SUBJECT: Ordinance No.: 2020-009 Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 5, Article II, Building and Technical Codes, Division 4, Plumbing Code, Sec. 5-91, Adoption; conflicting provisions

**FUNDING SOURCE &
ORIGINAL BUDGET:**

FOCUS AREAS: Connecting Our Community, Economic Prosperity - Endless Possibilities, Empowering Our Residents, Enhancing Columbia's Neighborhoods, Planning Together

PURPOSE:

Adopt 2018 International Plumbing Code - First reading approval was given on February 25, 2020.

ATTACHMENTS:

- **#a:** 2020-009 amend Sec. 5-91 Adoption; conflicting provisions (adopt 2018 IPC) (PDF)

HISTORY:

02/25/20

Columbia City Council

APPROVED ON FIRST READING.

ORDINANCE NO.: 2020-009

*Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina,
Chapter 5, Article II, Building and Technical Codes, Division 4,
Plumbing Code, Sec. 5-91, Adoption; conflicting provisions*

BE IT ORDAINED by the Mayor and Council this ____ day of _____, 2020, that Chapter 5, Article II, Building and Technical Codes, Division 4, Plumbing Code, Sec. 5-91, Adoption; conflicting provisions, of the 1998 Code of Ordinances of The City of Columbia, South Carolina, is amended to read as follows:

Sec. 5-91. Adoption; conflicting provisions.

(a) There is hereby adopted for the city the International Plumbing Code, 2015 2018 edition, as adopted by the South Carolina Building Code Council, published by the International Code Council, Inc., which code is published separately in book form and is adopted by reference as though copied fully in this section. Specifically excluded from the adoption of the International Code referenced herein is Section 103 and its subsections (enumerated as Sections 103.1, 103.2, 103.3 and 103.4.) Any other provision not specifically excluded above which concerns the qualification, removal, dismissal and duties of the building official or any other city official or employee are deemed excluded from this section. A file of record of this code is in the offices of the city clerk and building official.

(b) In the event of any conflict between the provisions of the code adopted by this section and state law or city ordinances, rules or regulations, then the code adopted by this section shall prevail and be controlling unless the code is specifically amended by state law which shall prevail and be controlling.

This ordinance is effective as of final reading.

Requested by:

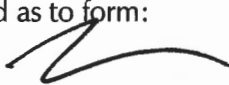
Assistant City Manager Gentry

Mayor

Approved by:

City Manager

Approved as to form:



City Attorney

ATTEST:

City Clerk

Introduced:

Final Reading:



We Are Columbia

MEETING DATE: March 10, 2020

DEPARTMENT: Legal Department

FROM: Shari Ardis, Legal Office Manager

SUBJECT: Ordinance No.: 2020-010 Amending Code of Ordinances of the City of Columbia, South Carolina, Chapter 5, Buildings and Building Regulations, Article II, Building and Technical Codes, Division 7, Property Maintenance Code, Sec. 5-151, Adoption; conflicting provisions

**FUNDING SOURCE &
ORIGINAL BUDGET:**

FOCUS AREAS: Empowering Our Residents, Enhancing Columbia's Neighborhoods, Innovative & High Quality Municipal Services, Planning Together

PURPOSE:

Adopt 2018 International Property Maintenance Code - First reading approval was given on February 25, 2020.

ATTACHMENTS:

- **#a:** 2020-010 amend Sec. 5-151 Adoption; conflicting provisions (adopt 2018 IPMC) (PDF)

HISTORY:

02/25/20

Columbia City Council

APPROVED ON FIRST READING.

ORDINANCE NO.: 2020-010

Amending Code of Ordinances of the City of Columbia, South Carolina, Chapter 5, Buildings and Building Regulations, Article II, Building and Technical Codes, Division 7, Property Maintenance Code, Sec. 5-151, Adoption; conflicting provisions

BE IT ORDAINED by the Mayor and Council this ____ day of _____, 2020, that the Code of Ordinances of the City of Columbia, South Carolina, Chapter 5, Buildings and Building Regulations, Article II, Building and Technical Codes, Division 7, Property Maintenance Code, Sec. 5-151, Adoption; conflicting provisions, is amended as follows:

Sec. 5-151. Adoption; conflicting provisions.

(a) There is hereby adopted by and for the city the International Property Maintenance Code ~~2015~~ 2018 edition as published by the International Code Council Inc., which code is published separately in book form and is adopted by reference as though copied fully in this section. Specifically excluded from the adoption of the Property Maintenance Code is Section 103, and its subsections (enumerated as 103.1 103.2, 103.3, 103.4 and 103.5). Any other provision not specifically excluded above which concerns the qualification, removal, dismissal and duties of the building official or any other city official or employee are deemed excluded from this section. A file of record of this code is in the offices of the city clerk and building official.

(b) Section 111.1 of the ~~2015~~ 2018 International Property Maintenance Code is amended to read as follows:

111.1 Application for appeal. Any person directly affected by a decision of the code official or a notice or order issued under this code shall have the right to appeal to the board of appeals, provided that a written application for appeal is filed within 20 days after the day the decision, notice or order was served. An application for appeal shall be based on a claim that the true intention of this code or the rules legally adopted thereunder have been incorrectly interpreted, the provisions of this code do not fully apply, or the requirements of this code are adequately satisfied by other means, or that the strict application of any requirement of this code would cause an undue hardship.

(c) Section 302.4 of the ~~2015~~ 2018 International Property Maintenance Code is amended to read as follows:

302.4 Weeds. All premises and exterior property shall be maintained free from weeds or plant growth in excess of one foot on the average. Weeds shall be defined as all grasses, annual plants and vegetation, other than trees or shrubs provided; however, this term shall not include cultivated flowers and gardens.

Upon failure of the owner or agent having charge of a property to cut and destroy weeds after service of a notice of violation, they shall be subject to prosecution in accordance with Section 106.3 and as prescribed by the authority having jurisdiction. Upon failure to comply with the notice of violation, any duly authorized employee of the jurisdiction or contractor hired by the jurisdiction shall be authorized to enter upon the property in violation and cut and destroy the weeds growing thereon, and the costs of such removal shall be paid by the owner or agent responsible for the property.

(d) Section 304.14 of the ~~2015~~ 2018 International Property Maintenance Code is amended to read as follows:

304.14 Insect Screens. During the period from January 1st to December 31st, every door, window and other outside opening required for ventilation of habitable rooms, food preparation areas, food service areas or any areas where products to be included or utilized in

food for human consumption are processed, manufactured, packaged or stored shall be supplied with approved tightly fitting screens of not less than 16 mesh per inch (16 mesh per 25 mm), and every screen door used for insect control shall have a self-closing device in good working condition.

Exception: Screens shall not be required where other approved means, such as air curtains or insect repellent fans, are employed.

(e) In the event of any conflict between the provisions of the code adopted by this section and state law or city ordinances, rules or regulations, then the code adopted by this section shall prevail and be controlling unless the code is specifically amended by state law which shall prevail and be controlling.

This Ordinance shall become effective upon second reading.

Requested by:

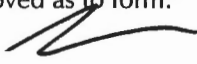
Assistant City Manager Gentry

Mayor

Approved by:

City Manager

Approved as to form:



City Attorney

ATTEST:

City Clerk

Introduced:

Final Reading:



We Are Columbia

MEETING DATE: March 10, 2020

DEPARTMENT: Legal Department

FROM: *Shari Ardis, Legal Office Manager*

SUBJECT: Ordinance No.: 2020-011 Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 5, Article II, Building and Technical Codes, Division 9, International Residential Code for One and Two Family Dwellings, Sec. 5-191, Adoption; conflicting provisions

**FUNDING SOURCE &
ORIGINAL BUDGET:**

FOCUS AREAS: Economic Prosperity - Endless Possibilities, Empowering Our Residents, Enhancing Columbia's Neighborhoods, Innovative & High Quality Municipal Services, Planning Together

PURPOSE:

Adopt 2018 International Residential Code for One-and Two-Family Dwellings - First reading approval was given on February 25, 2020.

ATTACHMENTS:

- **#a:** 2020-011 amend Sec. 5-191 Adoption; conflicting provisions (adopt 2018 IRC One-and Two-Family Dwellings) (PDF)

HISTORY:

02/25/20

Columbia City Council

APPROVED ON FIRST READING.

ORDINANCE NO.: 2020-011

Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 5, Article II, Building and Technical Codes, Division 9, International Residential Code for One- and Two- Family Dwellings, Sec. 5-191, Adoption; conflicting provisions

BE IT ORDAINED by the Mayor and Council this ____ day of _____, 2020, that Chapter 5, Article II, Building and Technical Codes, Division 9, International Residential Code for One- and Two- Family Dwellings, Sec. 5-191, Adoption; conflicting provisions, of the 1998 Code of Ordinances of The City of Columbia, South Carolina, is amended to read as follows:

Sec. 5-191. Adoption; conflicting provisions.

(a) There is hereby adopted by and for the city the ~~2015~~ 2018 International Residential Code for One- and Two-Family Dwellings as adopted and modified by amendment of the South Carolina Building Code Council, which code is published separately in book form and is adopted by reference as though copied fully in this section, as published by the International Code Council, Inc. Specifically excluded from the adoption of the International Residential Code for One- and Two- Family Dwellings referenced herein are Sections R103 in its entirety and its subsections (enumerated as Sections R103.1, R103.2, and R103.3) and R104.8. Any other provision not specifically excluded above which concerns the qualification, removal, dismissal and duties of the building official or any other city official or employee are deemed excluded from this section. A file of record of this code is in the offices of the city clerk and building official.

(b) In the event of any conflict between the provisions of the code adopted by this section and state law or city ordinances, rules or regulations, then the code adopted by this section shall prevail and be controlling unless the code is specifically amended by state law which shall prevail and be controlling unless the code is specifically amended by state law which shall prevail and be controlling.

This ordinance is effective as of final reading.

Requested by:

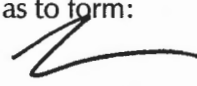
Assistant City Manager Gentry

Mayor

Approved by:

City Manager

Approved as to form:



City Attorney

ATTEST:

City Clerk

Introduced:

Final Reading:



We Are Columbia

MEETING DATE: March 10, 2020

DEPARTMENT: Legal Department

FROM: Shari Ardis, Legal Office Manager

SUBJECT: Ordinance No.: 2020-012 Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 5, Article II, Building and Technical Codes, Division 5, Electric Code, Sec. 5-111, Adoption; conflicting provisions

**FUNDING SOURCE &
ORIGINAL BUDGET:**

FOCUS AREAS: Empowering Our Residents, Enhancing Columbia's Neighborhoods, Innovative & High Quality Municipal Services, Planning Together

PURPOSE:

Adopt 2017 National Electric Code (NFPA 70) - First reading approval was given on February 25, 2020.

ATTACHMENTS:

- **#a:** 2020-012 amend Sec. 5-111 Adoption; confliction provisions (adopt 2017 NEC NFPA 70) (PDF)

HISTORY:

02/25/20

Columbia City Council

APPROVED ON FIRST READING.

ORDINANCE NO.: 2020-012

*Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina,
Chapter 5, Article II, Building and Technical Codes, Division 5,
Electric Code, Sec. 5-111, Adoption; conflicting provisions*

BE IT ORDAINED by the Mayor and Council this ____ day of _____, 2020, that Chapter 5, Article II, Building and Technical Codes, Division 5, Electric Code, Sec. 5-111, Adoption; conflicting provisions, of the 1998 Code of Ordinances of The City of Columbia, South Carolina, is amended to adopt the ~~2014~~ 2017 Edition of the National Electric Code (NFPA 70) published by the National Fire Protection Association (NFPA).

Sec. 5-111. Adoption; conflicting provisions.

(a) There is hereby adopted for the city the National Electric Code (NFPA 70), ~~2014~~ 2017 edition, published by the National Fire Protection Association (NFPA), as adopted by the South Carolina Building Code Council, which code is published separately in book form and is adopted by reference as though copied fully in this section. Any provision not specifically excluded above which concerns the qualification, removal, dismissal and duties of the building official or any other city official or employee are deemed excluded from this section. A file of record of this code is in the office of the city clerk and building official. Any other provision not specifically excluded above which concerns the qualification, removal, dismissal and duties of the building official or any other city official or employee are deemed excluded from this section. A file of record of this code is in the offices of the city clerk and building official.

(b) In the event of any conflict between the provisions of the code adopted by this section and, state law or city ordinances, rules or regulations, then the code adopted by this section shall prevail and be controlling unless the code is specifically amended by state law which shall prevail and be controlling.

This ordinance is effective as of final reading.

Requested by:

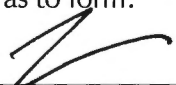
Assistant City Manager Gentry

Mayor

Approved by:

City Manager

Approved as to form:



City Attorney

ATTEST:

City Clerk

Introduced:

Final Reading:



We Are Columbia

MEETING DATE: March 10, 2020

DEPARTMENT: Legal Department

FROM: *Shari Ardis, Legal Office Manager*

SUBJECT: Ordinance No.: 2020-020 Granting an Easement to Dominion Energy South Carolina, Inc. along a portion of City-owned property identified as Richland County TMS# 08915-03-01 for installation of an electric line and appurtenances for the Greene Street Streetscape Project, Phase 2 (Gadsden Street); CF#250-495

FUNDING SOURCE & ORIGINAL BUDGET:

FOCUS AREAS: Connecting Our Community, Enhancing Columbia's Neighborhoods, Innovative & High Quality Municipal Services, Planning Together

PURPOSE:
First reading approval was given on February 25, 2020.

ATTACHMENTS:

- **#a:** 2020-020 Dominion Easement Greene St Streetscape Proj Ph 2 (PDF)

HISTORY:

02/25/20

Columbia City Council

APPROVED ON FIRST READING.

ORDINANCE NO.: 2020-020

Granting an Easement to Dominion Energy South Carolina, Inc. Along a Portion of City-Owned Property Identified as Richland County TMS#08915-03-01 for installation of an electric line and appurtenances for the Greene Street Streetscape Project, Phase 2 (Gadsden Street); CF#250-495

WHEREAS, Dominion Energy South Carolina, Inc. has made a request for an easement along the subject City-owned property for construction of an electric line and appurtenances for an underground conversion to serve the Greene Street Streetscape Project, Phase 2, a Richland County Penny Transportation project; and,

WHEREAS, the plans for the electric line and appurtenances have been reviewed and approved by the Department of Engineering and there are no conflicts with existing utilities, planned City utilities or the structures and improvements on the subject property; NOW, THEREFORE,

BE IT ORDAINED by the Mayor and City Council of the City of Columbia, South Carolina this ____ day of _____, 2020, for and in consideration of the sum of One and No/100 (\$1.00) Dollar, each to the other paid, the City Manager is hereby authorized to execute an easement on behalf of the City of Columbia to **DOMINION ENERGY SOUTH CAROLINA, INC.** for ingress, egress, installation and maintenance of an electric line and appurtenances along the subject property.

The referenced easement is shown on a drawing prepared for Greene Street Streetscape Project, Phase 2, dated January 29, 2020, Project #D-82429, sheet 7 of 9, and being on file in the office of the Department of Engineering under City file reference #250-495. Copies of said drawing being attached hereto and made a part hereof as Exhibit "A".

Requested by:

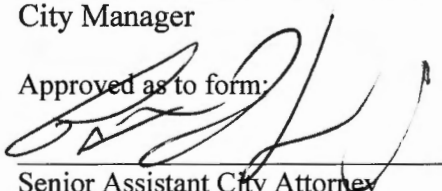
Assistant City Manager Shealy

Mayor

Approved by:

City Manager

Approved as to form:



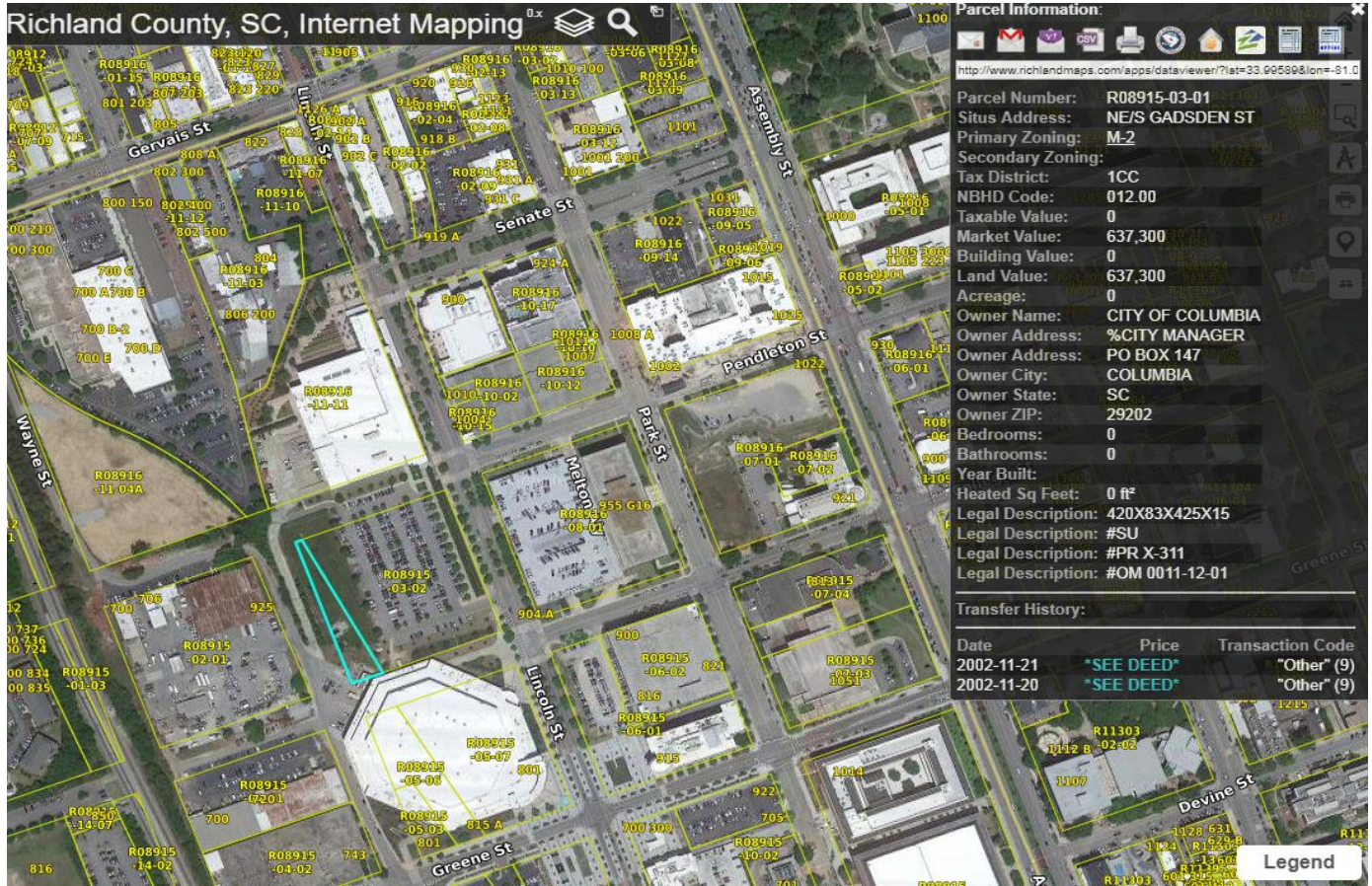
Senior Assistant City Attorney

ATTEST:

City Clerk

Introduced
Final Reading

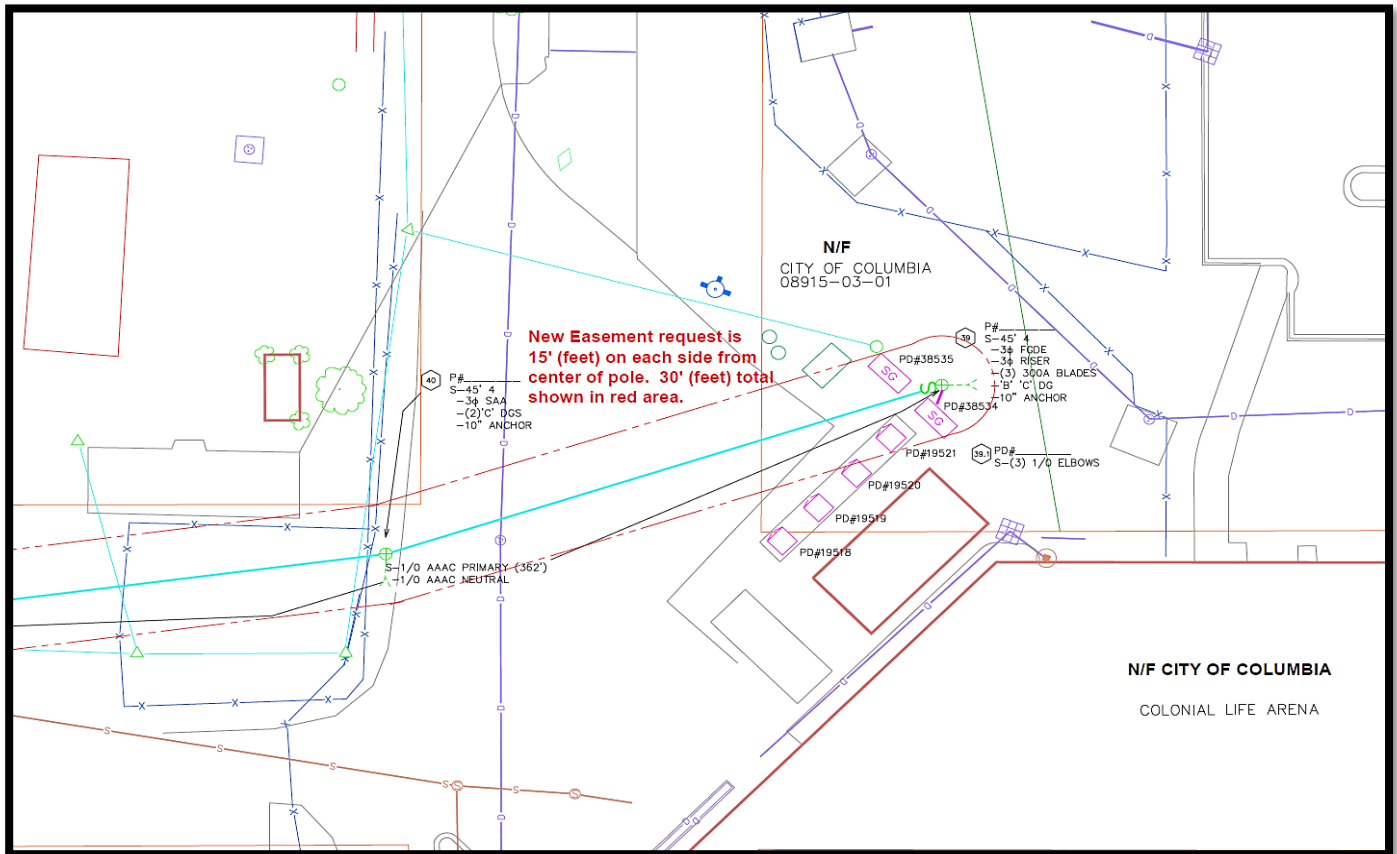
ORDINANCE NO.: 2020-020
EXHIBIT "A"



ORDINANCE NO.: 2020-020
EXHIBIT "A"

DOMINION ENERGY EASEMENT #899861

PROJECT NAME: GREENE STREET STREETSCAPE PROJECT, PHASE 2 (GADSDEN STREET); CF#250-495





We Are Columbia

MEETING DATE: March 10, 2020

DEPARTMENT: Legal Department

FROM: *Shari Ardis, Legal Office Manager*

SUBJECT: Ordinance No.: 2020-021 Granting an Easement to Dominion Energy South Carolina, Inc. along a portion of City-owned property identified as Richland County TMS#08913-13-01(Pacific Park) for the installation of power lines and appurtenances for the Church Street House Relocations; CF#250-497

**FUNDING SOURCE &
ORIGINAL BUDGET:**

PURPOSE:

First reading approval was given on February 25, 2020.

ATTACHMENTS:

- **#a:** 2020-021 Dominion Easement Church Street House Relocations (PDF)

HISTORY:

02/25/20

Columbia City Council

APPROVED ON FIRST READING.

ORDINANCE NO.: 2020-021

Granting an Easement to Dominion Energy South Carolina, Inc. Along a Portion of City-Owned Property Identified as Richland County TMS#08913-13-01(Pacific Park) for the Installation of Power Lines and Appurtenances for the Church Street House Relocations; CF#250-497

WHEREAS, Dominion Energy South Carolina, Inc. has made a request for an easement along the subject City-owned property for construction of power lines and appurtenances to serve the relocation of two houses to property located at 224 Church Street; and,

WHEREAS, the plans for the power line and appurtenances have been reviewed and approved by the Department of Engineering and there are no conflicts with existing utilities, planned City utilities or the structures and improvements on the subject property; NOW, THEREFORE,

BE IT ORDAINED by the Mayor and City Council of the City of Columbia, South Carolina this ____ day of _____, 2020, for and in consideration of the sum of One and No/100 (\$1.00) Dollar, each to the other paid, the City Manager is hereby authorized to execute an easement on behalf of the City of Columbia to **DOMINION ENERGY SOUTH CAROLINA, INC.** for ingress, egress, installation and maintenance of an electric line and appurtenances along the subject property.

The referenced easement is shown on a drawing prepared by Dominion Energy South Carolina, Inc. for the Church Street House Relocations, dated December 16, 2019, sheet 1 of 1, and being on file in the office of the Department of Engineering under City file reference #250-497. A copy of said drawing being attached hereto and made a part hereof as Exhibit "A".

Requested by:

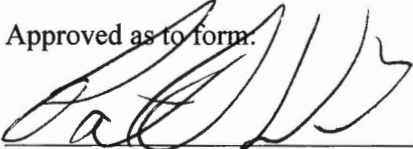
Assistant City Manager Shealy

Mayor

Approved by:

City Manager

Approved as to form:



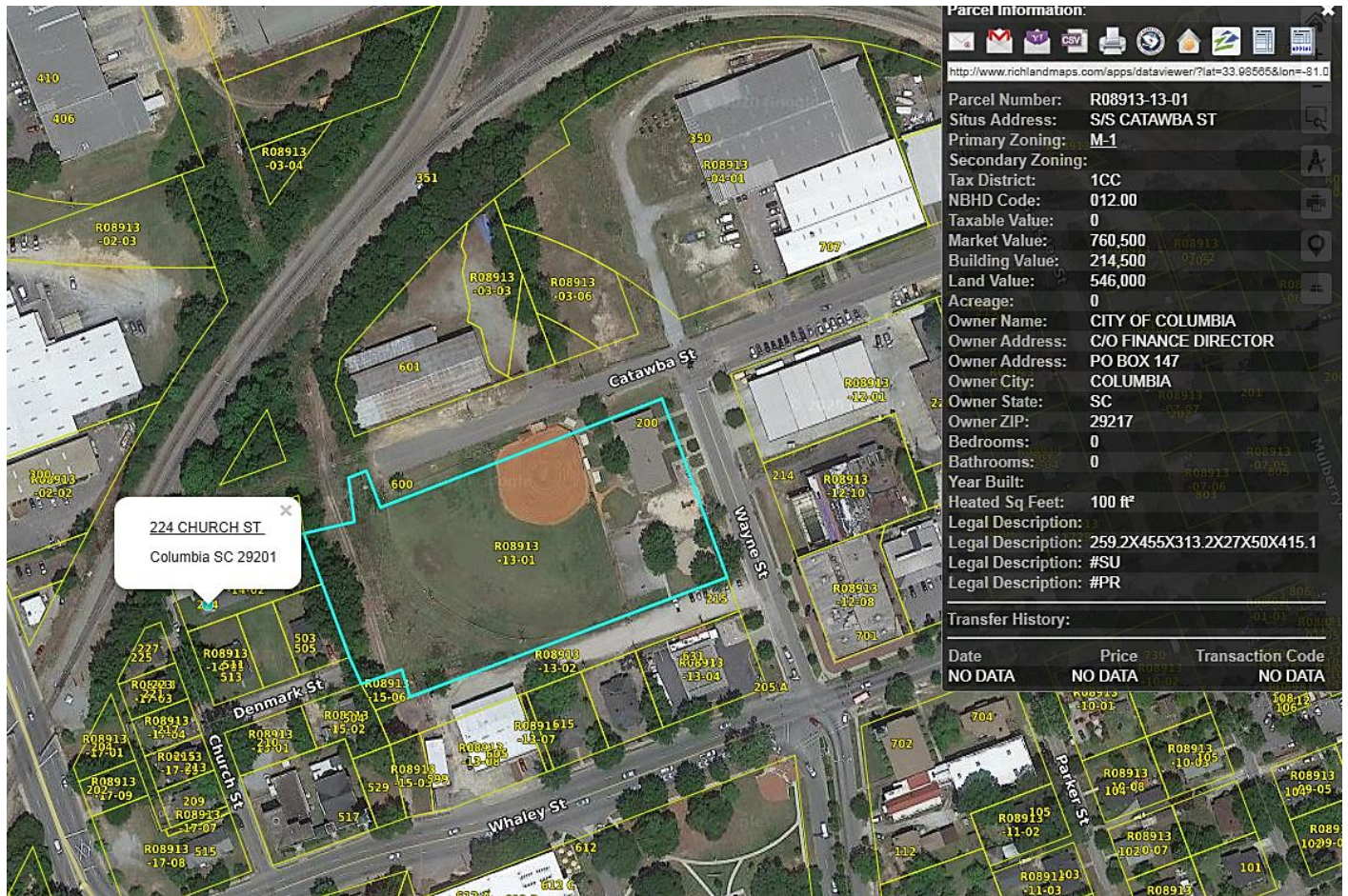
Senior Assistant City Attorney

ATTEST:

City Clerk

Introduced
Final Reading

ORDINANCE NO.: 2020-021
EXHIBIT "A"

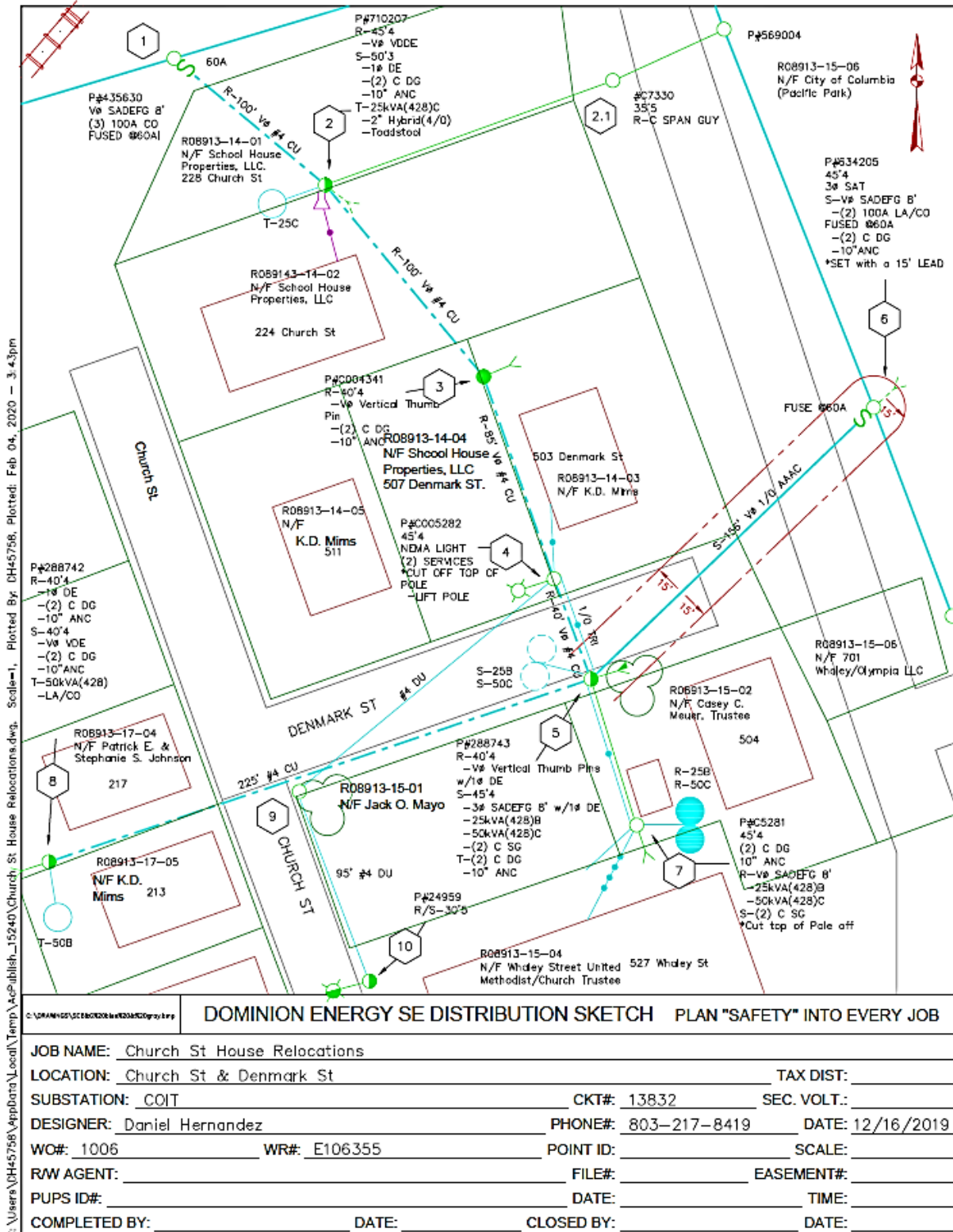


ORDINANCE NO.: 2020-021

EXHIBIT "A"

DOMINION ENERGY EASEMENT #899898

PROJECT NAME: CHURCH STREET HOUSE RELOCATIONS; CF#250-497





We Are Columbia

MEETING DATE: March 10, 2020

DEPARTMENT: Legal Department

FROM: *Shari Ardis, Legal Office Manager*

SUBJECT: Resolution No.: R-2020-020 Authorizing consumption of beer and wine beverages only at the South Carolina Carnival in the 1800 block of Main Street between Laurel Street and Richland Street on Saturday, June 13, 2020

FUNDING SOURCE & ORIGINAL BUDGET:

FOCUS AREAS: Connecting Our Community, Economic Prosperity - Endless Possibilities, Empowering Our Residents, Planning Together

ATTACHMENTS:

- **#a:** R-2020-020 SC Carnival Block Party (June 13) (PDF)

RESOLUTION NO.: R-2020-020

Authorizing consumption of beer and wine beverages only at the South Carolina Carnival in the 1800 block of Main Street between Laurel Street and Richland Street on Saturday, June 13, 2020

WHEREAS, South Carolina Carnival ("Sponsor") is sponsoring the South Carolina Carnival in the 1800 block of Main Street between Laurel Street and Richland Street from 12:00 p.m. until 9:00 p.m. on Saturday, June 13, 2020; and,

WHEREAS, Sponsor has requested permission for the temporary closing and use of the 1800 block of Main Street between Laurel Street and Richland Street on Saturday, June 13, 2020 from 8:00 a.m. until 11:00 p.m. for set up, clean up, and staging of the event to be held from 12:00 p.m. until 9:00 p.m.; for patrons to consume beer and wine beverages only during the event hours of 12:00 p.m. until 8:30 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 _____, 2020, that the sale of beer and wine beverages only is authorized between the hours of 12:00 p.m. and 8:30 p.m. on Saturday, June 13, 2020; 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. All pets, including snakes, 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 1800 block of Main Street between Laurel Street and Richland Street, with the exception of the parking area and any other areas posted as to not allow alcoholic beverages, shall be declared to be a Public Park and provisions of Chapter 15, Parks and Recreation, Sec. 15-1, 15-2 and 15-3, 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 1800 block of Main Street between Laurel Street and Richland Street, with the exception of the parking area and any other areas posted as to not allow alcoholic beverages, is deemed to be the site of a public festival at which 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, June 13, 2020, 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:

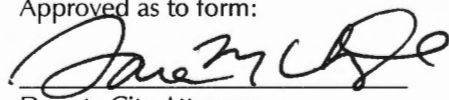
City Manager _____

Mayor

Approved by:

City Manager

Approved as to form:


Deputy City Attorney

ATTEST:

City Clerk

Introduced:

Final Reading:

DATE OF REQUEST 15 JANUARY 2020

REQUESTOR'S NAME/CONTACT
INFORMATION (E-MAIL/
PHONE#/FAX#)LISA SMALL/PRESIDENT
CAROLINA'S CARIBBEAN CULTURE FESTIVAL
southcarolinacarnival@gmail.com
(803)795-5270

EVENT NAME/PURPOSE (i.e., St. Patrick's/Charity Fund-raiser)

SOUTH CAROLINA CARNIVAL BLOCK PARTY

DATE(S) OF EVENTS: (monthly can be on one request)

SATURDAY JUNE 13TH

RAIN CONTINGENCY DATE:

(Rescheduling due to inclement weather is allowed once within one week from the date of the originally scheduled event upon 24-hours written notice to the City, without a new request. The time of event operation shall remain the same.)

NONE

LOCATION OF EVENT

(i.e., Amphitheater area
of Finlay Park; 1300 and 1400 blocks
of Main Street between Lady Street
and Hampton Street)

MAIN STREET BETWEEN LAUREL AND RICHLAND STREETS

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)

1800 MAIN STREET

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

8AM TO 11PM

HOURS OF EVENT

(i.e., 6:00 p.m. - 10:00 p.m.)*

NOON TO 9PM

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.)*

NOON TO 8:30 PM

Requests should be submitted by mail, e-mail or fax at least 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 (), 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.**

****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., Main Street Latin Festival, St. Patrick's Festival, Vista Lights, Rocky Shoals Spider Lily Festival, etc.).

This form should not be used to request use of City property for private events (birthday, retirement, anniversary parties, etc.) nor for sidewalk sales or neighborhood block parties. Requests for private events at City parks should be made through the Parks and Recreation Department. Requests for sidewalk sales 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;

Legal Department - Shari Ardis; 803-737-4242;

Parking Services - Jessica Argoe; (803) 545-0287;

Police Department Special Events - Officer Robert Hall; 803-545-3535;

Parks and Recreation - Pearl Osborne; 803-545-3100;

Police Department Community Services Brenda Murphy; 803-545-3507;

Last revised: 12/2019

or fax 803-737-4250 - resolution preparation

- meter bagging

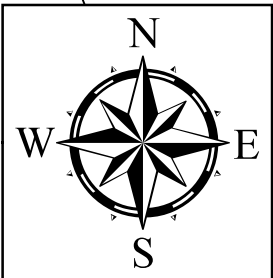
- parade permit, police

park reservations

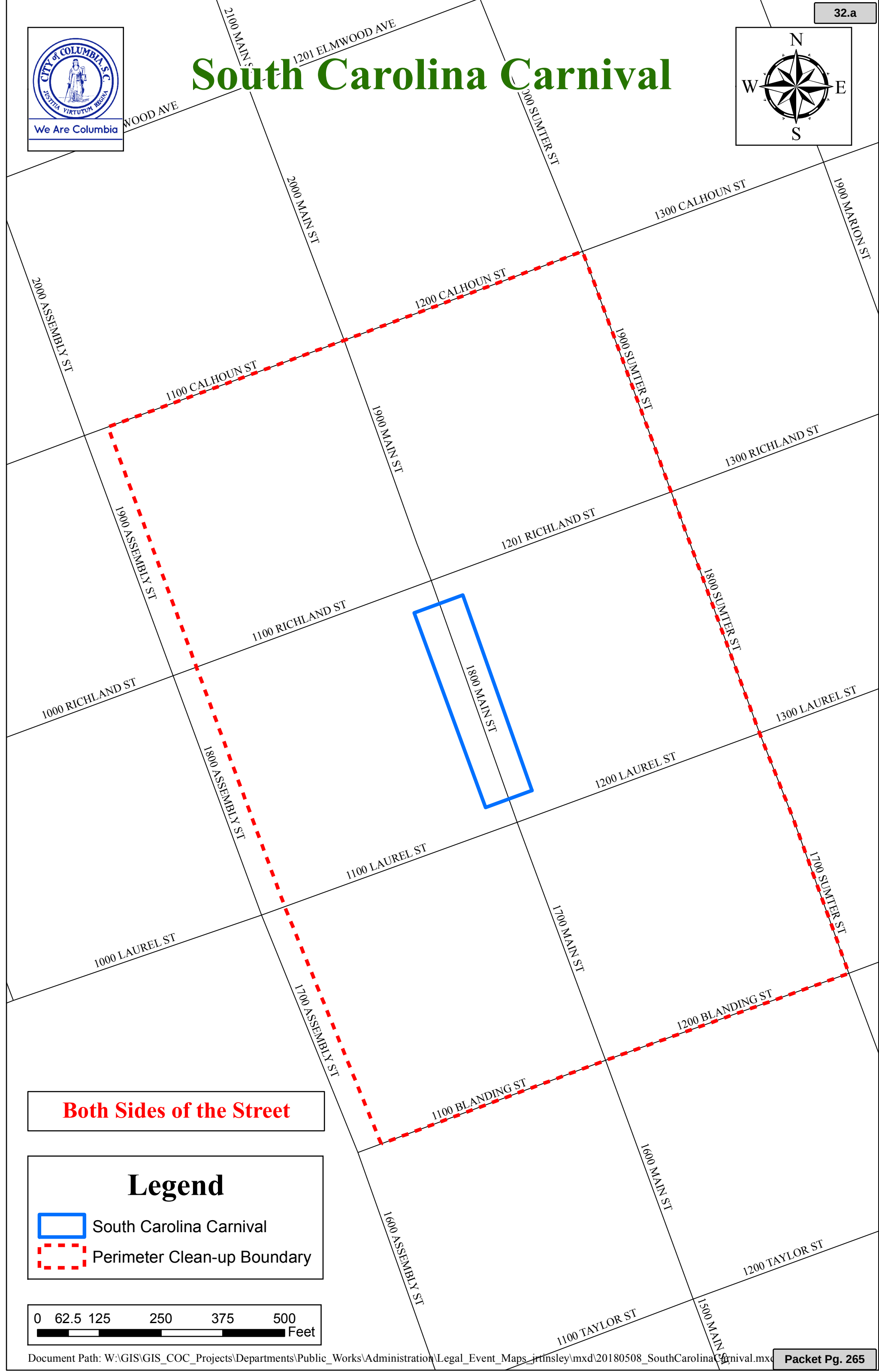
- street closing

20004313

R-2020-08



South Carolina Carnival

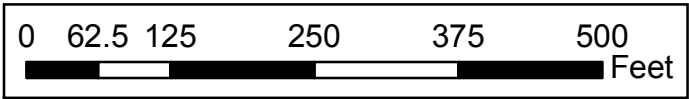


Both Sides of the Street

Legend

South Carolina Carnival

Perimeter Clean-up Boundary





We Are Columbia

MEETING DATE: March 10, 2020

DEPARTMENT: Legal Department

FROM: *Shari Ardis, Legal Office Manager*

SUBJECT: Resolution No.: R-2020-024 Authorizing consumption of beer and wine beverages only at Outfest Columbia in the 1100 block of Park Street between Gervais Street and Senate Street on Saturday, June 6, 2020

FUNDING SOURCE & ORIGINAL BUDGET:

FOCUS AREAS: Attracting & Retaining Talent, Connecting Our Community, Economic Prosperity - Endless Possibilities, Empowering Our Residents, Planning Together

ATTACHMENTS:

- **#a:** R-2020-024 Outfest (June 6) (PDF)

RESOLUTION NO.: R-2020-024

*Authorizing consumption of beer and wine beverages only at Outfest Columbia
in the 1100 block of Park Street between Gervais Street and Senate Street on Saturday, June 6, 2020*

WHEREAS, SC Pride ("Sponsor") is sponsoring Outfest Columbia a SC Pride Fundraiser in the 1100 block of Park Street between Gervais Street and Senate Street from 1:00 p.m. until 10:00 p.m. on Saturday, June 6, 2020; and,

WHEREAS, Sponsor has requested permission for the temporary closing and use of the 1100 block of Park Street between Gervais Street and Senate Street and the right hand westbound lane of Senate Street at the intersection of Park Street from 8:00 a.m. until 11:00 p.m. for set up, clean up, and staging of the event to be held from 2:00 p.m. until 10:00 p.m.; for patrons to consume beer and wine beverages only during the event hours of 2:00 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 _____, 2020, that the sale of beer and wine beverages only is authorized between the hours of 1:00 p.m. and 9:30 p.m. on Saturday, June 6, 2020; 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. All pets, including snakes, 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 1100 block

of Park Street between Gervais Street and Senate Street, with the exception of the parking area and any other areas posted as to not allow alcoholic beverages, shall be declared to be a Public Park and provisions of Chapter 15, Parks and Recreation, Sec. 15-1, 15-2 and 15-3, 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 1100 block of Park Street between Gervais Street and Senate Street, with the exception of the parking area and any other areas posted as to not allow alcoholic beverages, is deemed to be the site of a public festival at which 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, June 6, 2020, 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:

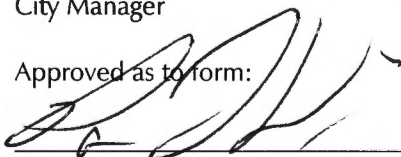
Assistant City Manager Shealy

Mayor

Approved by:

City Manager

Approved as to form:



Senior Assistant City Attorney

ATTEST:

City Clerk

Introduced:

Final Reading:

DATE OF REQUEST

01-23-2020

REQUESTOR'S NAME/CONTACT
INFORMATION (E-MAIL/
PHONE#/FAX#)

Jeff March, marchnsc@yahoo.com

EVENT NAME/PURPOSE (i.e., St. Patrick's/Charity Fund-raiser)

OUTFEST 2020

DATE(S) OF EVENTS: (monthly can be on one request)

06-06-2020

RAIN CONTINGENCY DATE:

(Rescheduling due to inclement weather is allowed once within one week from the date of the originally scheduled event upon 24-hours written notice to the City, without a new request. The time of event operation shall remain the same.)

Rain or Shine

LOCATION OF EVENT

(i.e., Amphitheater area
of Finlay Park; 1300 and 1400 blocks
of Main Street between Lady Street
and Hampton Street)

Park Street, Between Gervais Street and Senate Street. (One lane to be closed in the intersection of Park and Senate, closest lane to behind the stage location-for backstage tent)

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)

Park Street between Gervais and Senate Street.

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

Street closure at 8am until 10pm on June 6, 2020

HOURS OF EVENT

(i.e., 6:00 p.m. - 10:00 p.m.)*

1pm-10pm

HOURS OF SERVICE OF BEER/WINE BEVERAGES ONLY (NO LIQUOR**)

(Service should end one-half hour prior to end of event, i.e., event is 6-10 p.m., beer/wine service is 6-9:30 p.m.)*

1pm-10pm

9:30

Requests should be submitted by mail, e-mail or fax at least **NINETY (90) days in advance of the event** to allow for preparation and review of the Resolution and scheduling on Council's agenda. Requests may be sent by e-mail (slardis@columbiasc.net), fax (803-737-4250) or mailed to City Attorney's Office, ATTN: Shari Ardis, POB 667, Columbia, SC 29202. A draft Resolution will be prepared and forwarded for review to the event organizer, as well as to the City departments for coordination of City services and requirements (i.e., Police, Solid Waste, Parks and Recreation, etc.). Approval from the adjoining business/property owners must be obtained before your request will be submitted to City Council if streets are to be closed off during business hours. The event organizer is responsible for obtaining a permit or license if required by the South Carolina Department of Revenue.

***Outdoor possession and consumption of beer and wine beverages only, all outdoor musical performances and use of sound-amplifying devices shall end by 10:00 p.m. due to the proximity of events to residential properties.**

****With the exception of the parks listed in Sec. 15-1 Prohibited acts in parks (8), POSSESSION OF LIQUOR IS STRICTLY PROHIBITED. VIP tents or VIP areas for possession and consumption of alcoholic beverages or alcoholic liquors within the event area are prohibited.**

NOTE: **This form should only be used for public events where beer and/or wine are to be sold and consumed on City property** (i.e., Five After Five, St. Patrick's Festival, Concerts in Finlay Park, etc.).

This form **should not** be used to request use of City property for **private** events (birthday, retirement, anniversary parties, etc.) nor for sidewalk sales or neighborhood block parties. Requests for private events at City parks should be made through the Parks and Recreation Department. Requests for sidewalk sales should be made to the City Manager. Requests for street closings for private neighborhood block parties should be made to the Police Department Special Events and Public Safety.

Fire Marshal George N. Adams, Jr., 803-545-3703; cfdgadams@columbiasc.net

Legal Department - Shari Ardis; 803-737-4242; slardis@columbiasc.net or fax 803-737-4250 - resolution preparation

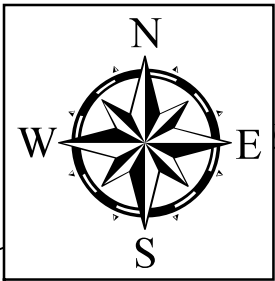
Parking Services - Zach Pearce; (803) 545-0287; ztpearce@columbiasc.net - meter bagging

Police Department Special Events - Officer Robert Hall; 803-545-3535; rjhall@columbiasc.net parade permit, police

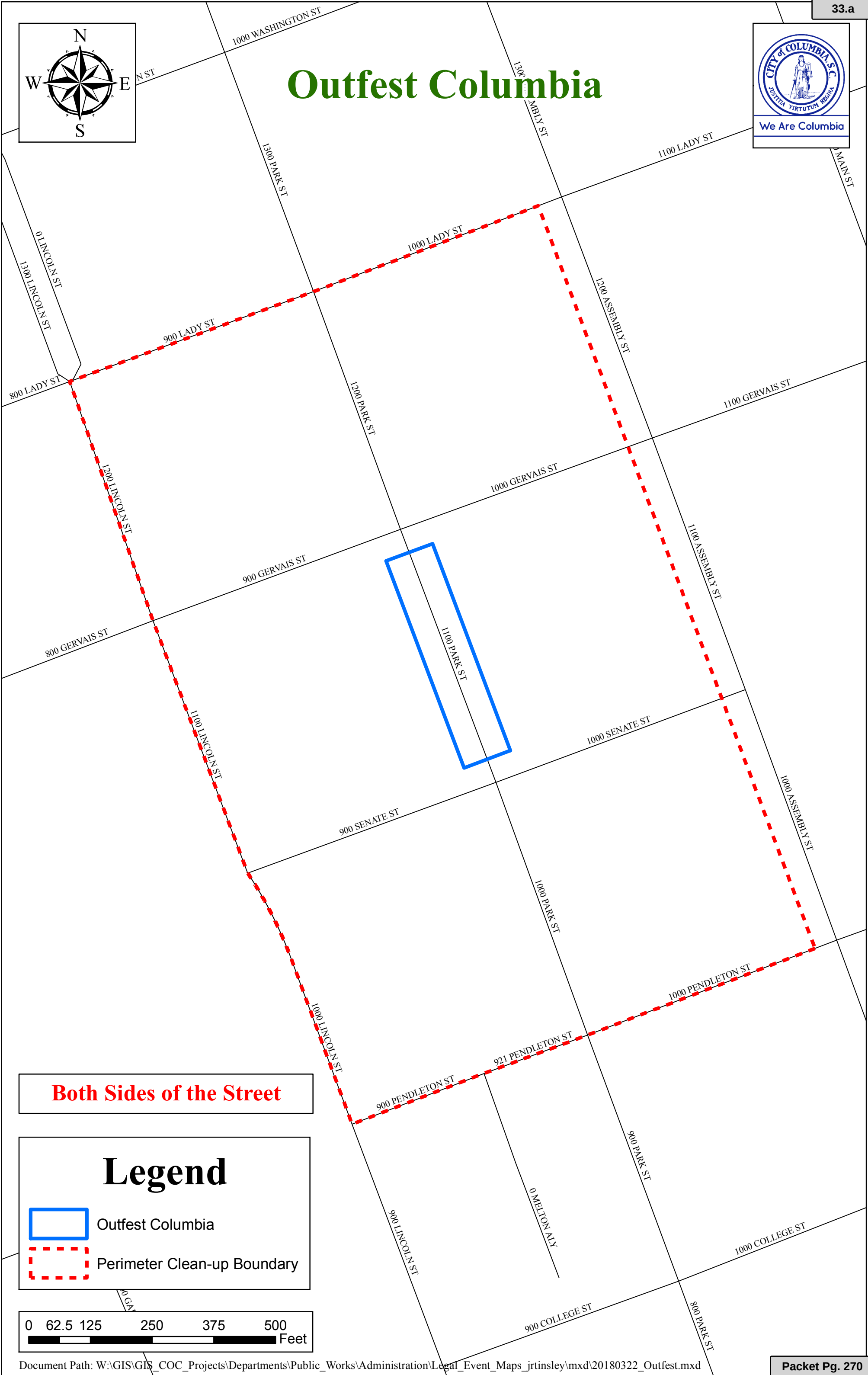
Parks and Recreation - Pearl Osborne; 803-545-3100; peosborne@columbiasc.net park reservations

Police Department Community Services - Brenda Murphy; 803-545-3507; bmmurphy@columbiasc.net - street closing

Last revised: 3/2018



Outfest Columbia

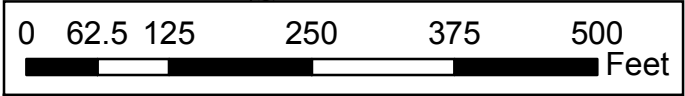


Both Sides of the Street

Legend

Outfest Columbia

Perimeter Clean-up Boundary





We Are Columbia

MEETING DATE: March 10, 2020

DEPARTMENT: Legal Department

FROM: *Shari Ardis, Legal Office Manager*

SUBJECT: Resolution No.: R-2020-027 Authorizing consumption of beer and wine beverages only at the Palmetto Peanut Boil Fundraiser on September 26, 2020 with a rain contingency date of October 3, 2020

FUNDING SOURCE & ORIGINAL BUDGET:

FOCUS AREAS: Connecting Our Community, Economic Prosperity - Endless Possibilities, Empowering Our Residents, Planning Together

ATTACHMENTS:

- **#a:** R-2020-027 Palmetto Peanut Boil (Sept 26) (PDF)

RESOLUTION NO.: R-2020-027

Authorizing consumption of beer and wine beverages only at the Palmetto Peanut Boil Fundraiser on September 26, 2020 with a rain contingency date of October 3, 2020

WHEREAS, the Animal Mission ("Sponsor") is sponsoring the Palmetto Peanut Boil on Saturday, September 26, 2020 with a rain contingency date of October 3, 2020 in the 2900 block of Devine Street between Sims Avenue and Olive Street; and,

WHEREAS, Sponsor has requested permission for the temporary closing and use from 8:00 a.m. until 7:00 p.m. of the 2900 block of Devine Street between Sims Avenue and Olive Street, for set up, clean up, for crowd control and overflow, and staging of the event, to be held on Saturday, September 26, 2020 with a rain contingency date of October 3, 2020 from 11:00 a.m. until 7:00 p.m.; for patrons to consume beer and wine beverages only at the event during the hours of 11:00 a.m. until 6:30 p.m. on September 26, 2020 with a rain contingency date of October 3, 2020; 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 _____, 2020, that the sale of beer and wine beverages only is authorized between the hours of 11:00 a.m. until 6:30 p.m. on September 26, 2020 with a rain contingency date of October 3, 2020; and,

BE IT FURTHER RESOLVED that possession and consumption of alcoholic liquors or alcoholic beverages other than beer and/or wine beverages within the event area is prohibited; and,

BE IT FURTHER RESOLVED that VIP tents or VIP areas for the possession and consumption of alcoholic liquors or alcoholic beverages, other than beer or wine beverages, within the event area are prohibited; and,

BE IT FURTHER RESOLVED that organizer is responsible or shall make arrangements for the cleanup of all trash and debris within the festival area and within the designated area of impact as shown on the attached drawing, and shall place same in the roll carts provided by the City. Any overflow of trash and debris shall be placed in garbage bags with the top securely closed and placed beside the City roll carts. The number of roll carts needed for the event shall be determined by organizer and the City Solid Waste Division prior to the event and placed throughout the event area to ensure that trash and debris are well contained. Roll carts and bagged trash and debris shall be returned to the collection point designated by the City in a timely manner. If the organizer has not opted to use City services to clean up the festival area and within the designated area of impact as shown on the attached drawing, any costs incurred by the City in removing loose trash and debris within the festival area and within the designated area of impact as shown on the attached drawing, which the organizer has failed to clean up, shall be billed to and paid by the organizer; and,

BE IT FURTHER RESOLVED that outdoor possession and consumption of beer and wine beverages only, all outdoor musical performances and use of sound-amplifying devices shall end by 10:00 p.m. due to the proximity of the event to residential properties; and,

BE IT FURTHER RESOLVED that all vendors be restricted to stationary location; and,

BE IT FURTHER RESOLVED that only pedestrian traffic will be allowed within the area. All other traffic, including, but not limited to, automobiles, trucks, motorcycles, mopeds, bicycles, skate boards, and horses, except police horses, is prohibited. All pets shall be prohibited. Coolers, glass bottles, breakable glasses and/or cups, large bags and backpacks shall be prohibited; and,

BE IT FURTHER RESOLVED that during the designated time the closed portion the 2900 block of Devine Street between Sims Avenue and Olive Street, with the exception of the parking areas, adjacent off-street parking areas and any other areas posted as to not allow alcoholic liquors or alcoholic beverages other than beer and/or wine beverages only, is deemed to be the site of a public festival at which only beer and wine beverages may be consumed and the prohibition against possession or consumption of alcoholic beverages set forth in Sec. 14-99 shall not apply as to the possession and consumption of beer and/or wine beverages only. Possession and consumption of beer and wine beverages only shall be permitted only in plastic cups, plastic or aluminum bottles or aluminum cans provided by vendors within the areas designated.

PROVIDED, FURTHER, that the event organizer shall provide the names and cell phone numbers of a least two contact persons who can receive complaints during the event, including any set up and breakdown times. The cell phones shall remain on at all times during the event and during any set up and breakdown time.

PROVIDED, FURTHER, that failure of the event organizer to strictly comply with the time frames and other requirements and responsibilities set forth in this resolution may result in a denial of subsequent requests to allow the event.

PROVIDED, HOWEVER, that no solicitation or transactions be made in violation of Sec. 14-32, 1998 Code of Ordinances of the City of Columbia, South Carolina.

BE IT FURTHER RESOLVED that in the event of inclement weather on Saturday, September 26, 2020, that the closed portion the 2900 block of Devine Street between Sims Avenue and Olive Street shall be closed on Saturday, October 3, 2020. 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

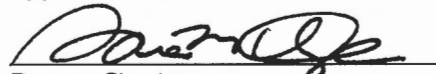
Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:


Deputy City Attorney

City Clerk

Introduced:

Final Reading:

DATE OF REQUEST

2/3/20

REQUESTOR'S NAME/CONTACT
INFORMATION (E-MAIL/
PHONE#/FAX#)Jen Coody
The Animal Mission
(803) 479-2096
jen@animalmission.org

EVENT NAME/PURPOSE (i.e., St. Patrick's/Charity Fund-raiser)

Palmetto Peanut Boil - charity fundraiser

DATE(S) OF EVENTS: (monthly can be on one request)

Saturday September 26th, 2020

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 October 3, 2020

LOCATION OF EVENT

(i.e., Amphitheater area
of Finlay Park; 1300 and 1400 blocks
of Main Street between Lady Street
and Hampton Street)

2900 block of Devine Street, from Sims Avenue to Holly Street

STREET(S) OR PARK AREA TO BE
CLOSED(i.e., 1300 and 1400 blocks of Main
Street between Lady Street and
Hampton Street; Amphitheater area of
Finlay Park; Boyd Plaza)

2900 block of Devine Street, from Sims Avenue to Holly Street

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

8am to 7pm

HOURS OF EVENT

(i.e., 6:00 p.m. - 10:00 p.m.)*

11am to 7pm

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.)*

11am to 6:30pm

Requests should be submitted by mail, e-mail or fax at least **NINETY (90) days in advance of the event** to allow for preparation and review of the Resolution and scheduling on Council's agenda. Requests may be sent by e-mail (slardis@columbiasc.net), fax (803-737-4250) or mailed to City Attorney's Office, ATTN: Shari Ardis, POB 667, Columbia, SC 29202. A draft Resolution will be prepared and forwarded for review to the event organizer, as well as to the City departments for coordination of City services and requirements (i.e., Police, Solid Waste, Parks and Recreation, etc.). Approval from the adjoining business/property owners must be obtained before your request will be submitted to City Council if streets are to be closed off during business hours. The event organizer is responsible for obtaining a permit or license if required by the South Carolina Department of Revenue.

***Outdoor possession and consumption of beer and wine beverages only, all outdoor musical performances and use of sound-amplifying devices shall end by 10:00 p.m. due to the proximity of events to residential properties.**

****With the exception of the parks listed in Sec. 15-1 Prohibited acts in parks (8), POSSESSION OF LIQUOR IS STRICTLY PROHIBITED. VIP tents or VIP areas for possession and consumption of alcoholic beverages or alcoholic liquors within the event area are prohibited.**

NOTE: **This form should only be used for public events where beer and/or wine are to be sold and consumed on City property** (i.e., Five After Five, St. Patrick's Festival, Concerts in Finlay Park, etc.).

This form **should not** be used to request use of City property for **private** events (birthday, retirement, anniversary parties, etc.) nor for sidewalk sales or neighborhood block parties. Requests for private events at City parks should be made through the Parks and Recreation Department. Requests for sidewalk sales should be made to the City Manager. Requests for street closings for private neighborhood block parties should be made to the Police Department Special Events and Public Safety.

Fire Marshal George N. Adams, Jr., 803-545-3703; cfdgadams@columbiasc.net

Legal Department - Shari Ardis; 803-737-4242; slardis@columbiasc.net or fax 803-737-4250 - resolution preparation

Parking Services - Zach Pearce; (803) 545-0287; ztpearce@columbiasc.net - meter bagging

Police Department Special Events - Officer Robert Hall; 803-545-3535; rjhall@columbiasc.net parade permit, police

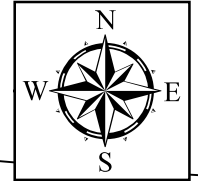
Parks and Recreation - Pearl Osborne; 803-545-3100; peosborne@columbiasc.net park reservations

Police Department Community Services - Brenda Murphy; 803-545-3507; bmmurphy@columbiasc.net - street closing

Last revised: 3/2018



Palmetto Peanut Boil Fundraiser



MAPLE ST

HOLLY ST

OLIVE ST

KIRKWOOD RD

AMHERST AVE

GREENWOOD RD

DALY ST

MILLWOOD AVE

PRINCETON ST

BELLWOOD AVE

DEVINE ST

SHANDON PLACE DR

SIMS AVE

BLOSSOM ST

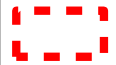
CAPITOL PL

AMHERST AVE

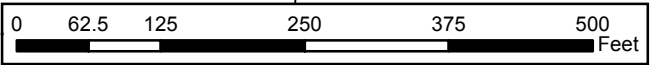
Legend



Palmetto Peanut Boil Fundraiser



Perimeter Clean-up Boundary





We Are Columbia

MEETING DATE: March 10, 2020

DEPARTMENT: Legal Department

FROM: *Shari Ardis, Legal Office Manager*

SUBJECT: Resolution No.: R-2020-029 Authorizing consumption of beer and wine beverages only at the Jam Room Music Festival in the 1400 block of Main Street, the eastern half block of the 1100 block of Hampton Street adjacent to Boyd Plaza, and Boyd Plaza on October 3, 2020 with a rain date contingency of Saturday, October 10, 2020

FUNDING SOURCE & ORIGINAL BUDGET:

FOCUS AREAS: Attracting & Retaining Talent, Connecting Our Community, Economic Prosperity - Endless Possibilities, Planning Together

ATTACHMENTS:

- **#a:** R-2020-029 Jam Room Music (Oct 3) (PDF)

RESOLUTION NO.: R-2020-029

Authorizing consumption of beer and wine beverages only at the Jam Room Music Festival in the 1400 block of Main Street, the eastern half block of the 1100 block of Hampton Street adjacent to Boyd Plaza, and Boyd Plaza on October 3, 2020 with a rain date contingency of Saturday, October 10, 2020

WHEREAS, Jam Room Recording Studio ("Sponsor") is sponsoring the Jam Room Music Festival in the 1400 block of Main Street between Washington Street and Hampton Street, the eastern half block of the 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 into the parking lot, and Boyd Plaza, from 10:00 a.m. until 10:00 p.m. on Saturday, October 3, 2020 with a rain contingency date of Saturday, October 10, 2020; and,

WHEREAS, Sponsor has requested permission for the temporary closing and use of the 1400 block of Main Street between Washington Street and Hampton Street, the eastern half block of the 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 into the parking lot; and Boyd Plaza, from 12:00 a.m. Saturday, October 3, 2020 until 12:00 a.m. Sunday, October 4, 2019 for set up, clean up, and staging of the event to be held in the 1400 block of Main Street between Washington Street and Hampton Street, the eastern half block of the 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 into the parking lot, and Boyd Plaza, on Saturday, with a rain contingency date of Saturday, October 10, 2020 from 10:00 a.m. until 10:00 p.m.; for patrons to consume beer and wine beverages during the event hours of 10:00 a.m. until 9:30 p.m. on with a rain contingency date of Saturday, October 10, 2020; 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 _____, 2020, that the sale of beer and wine beverages only is authorized between the hours of 10:00 a.m. and 9:30 p.m. on with a rain contingency date of Saturday, October 10, 2020 in the 1400 block of Main Street between Washington Street and Hampton Street, the eastern half block of the 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 into the parking lot, and Boyd Plaza; 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 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 during the designated time the closed portion of the 1400 block of Main Street between Washington Street and Hampton Street, the eastern half block of the 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 into the parking lot, and Boyd Plaza, 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 1400 block of Main Street between Washington Street and Hampton Street, the eastern half block of the 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 into the parking lot, and Boyd Plaza 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.

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, October 3, 2020, that the 1400 block of Main Street between Washington Street and Hampton Street, the eastern half block of the 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 into the parking lot, and Boyd Plaza shall be closed on Saturday, October 10, 2020. 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:

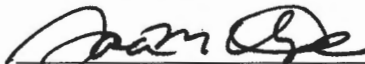
Assistant City Manager Shealy

Mayor

Approved by:

Approved as to form:

ATTEST:


Deputy City Attorney

City Clerk

Introduced:

Final Reading:

DATE OF REQUEST	2/3/2020	REQUESTOR'S NAME/CONTACT INFORMATION (E-MAIL/PHONE #/FAX #)	Philip Blair
EVENT NAME/PURPOSE (i.e., St. Patrick's/Charity fund-raiser)	5th Annual Jam Room Music Festival		
DATE(S) OF EVENTS: (monthly can be on one request)	10/3/2020	10/10/2020	
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.)			
LOCATION OF EVENT (i.e., Amphitheater area of Finlay Park; 1300 and 1400 blocks of Main Street between Lady Street and Hampton Street)	1100 Block of Hampton Street, 1400 Block of Main 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)	1100 Block of Hampton Street, 1400 Block of Main Street, & 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	12:00am 10/3/2020 - 2:00am 10/4/2020		
HOURS OF EVENT (i.e., 6:00 p.m. - 10:00 p.m.)*	10:00am-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.)*	10:00am-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 (shari.ardis@columbiasc.gov), 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.**

****ONLY BEER AND WINE BEVERAGES ARE ALLOWED ON CITY PROPERTY. POSSESSION OF LIQUOR IS STRICTLY PROHIBITED. VIP tents or VIP areas for possession and consumption of beer and wine beverages within the event area are PROHIBITED.**

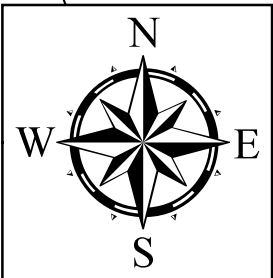
NOTE: **This form should only be used for public events where beer and/or wine are to be sold and consumed on City property** (i.e., Main Street Latin Festival, St. Patrick's Festival, Vista Lights, Rocky Shoals Spider Lily Festival, etc.).

This form should not be used to request use of City property for private events (birthday, retirement, anniversary parties, etc.) nor for sidewalk sales or neighborhood block parties. Requests for private events at City parks should be made through the Parks and Recreation Department. Requests for sidewalk sales 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.

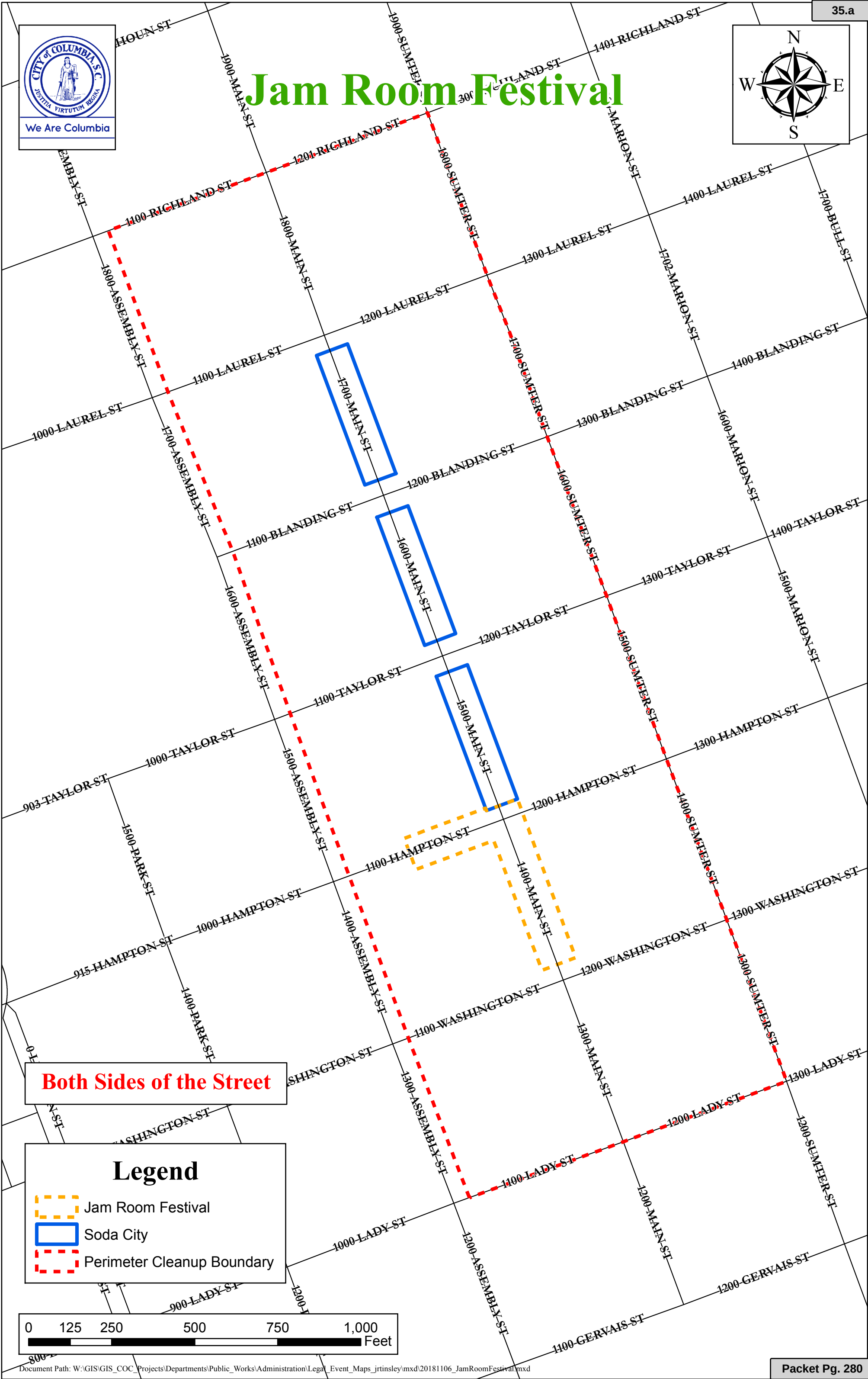
Fire Marshal George N. Adams, Jr., 803-545-3703; george.adams@columbiasc.gov
 Legal Department - Shari Ardis; 803-737-4242; shari.ardis@columbiasc.gov or fax 803-737-4250 - resolution preparation
 Parking Services - Jessica Argoe; (803) 545-0287; jessica.argoe@columbiasc.gov - meter bagging
 Parks and Recreation - Pearl Osborne; 803-545-3100; pearl.osborne@columbiasc.gov - park reservations
 Police Department Special Events - Officer Robert Hall; 803-545-3535; robert.hall@columbiasc.gov - parade permit, police
 Police Department Community Services - Brenda Murphy; 803-545-3507; brenda.murphy@columbiasc.gov - street closing
 Last revised: 12/2019

72020-025

200



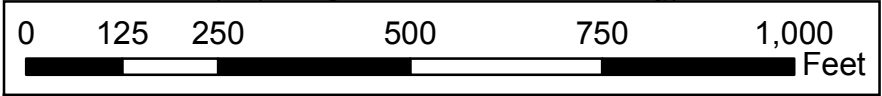
Jam Room Festival



Both Sides of the Street

Legend

- Jam Room Festival
- Soda City
- Perimeter Cleanup Boundary





We Are Columbia

MEETING DATE: March 10, 2020

DEPARTMENT: Legal Department

FROM: *Shari Ardis, Legal Office Manager*

SUBJECT: Resolution No.: 2020-040 Authorizing consumption of beer and wine beverages only at the Columbia Food and Wine Kickoff Dinner at the Five Points Fountain on Thursday, April 23, 2020

FUNDING SOURCE & ORIGINAL BUDGET:

FOCUS AREAS: Attracting & Retaining Talent, Connecting Our Community, Economic Prosperity - Endless Possibilities, Empowering Our Residents, Planning Together

ATTACHMENTS:

- **#a:** R-2020-040 Columbia Food and Wine Kickoff Dinner (April 23) (PDF)

RESOLUTION NO.: R-2020-040

Authorizing consumption of beer and wine beverages only at the Columbia Food and Wine Kickoff Dinner at the Five Points Fountain on Thursday, April 23, 2020

WHEREAS, Saluda's Restaurant is sponsoring the Columbia Food and Wine Kickoff Dinner on Thursday, April 23, 2020 on Saluda Avenue at the fountain plaza and in the half block area of the 2000 block of Greene Street from the driveway adjacent to the western side of the Publico building to the driveway adjacent to the western side of 801 Harden Street, excluding the rights lane of Greene Street from Harden Street to allow for ingress and egress and to the driveway adjacent to 801 Harden Street; and,

WHEREAS, the Association has requested permission for the temporary closing and use of Saluda Avenue between the fountain plaza and Starbuck's building at the intersection of Greene Street from 3:00 p.m. until 11:00 p.m., for preparation of the area for an outdoor event to be held during the hours of 6:00 p.m. and 10:00 p.m., and for patrons to consume beer and wine beverages at the event during the hours of 6:00 p.m. and 9:30 p.m.; and,

WHEREAS, it has been determined that such an event would be in the public interest; NOW, THEREFORE,

BE IT RESOLVED by the Mayor and Council this ____ day of _____, 2020, that the sale beer and wine beverages only is authorized between the hours of 6:00 p.m. and 9:30 p.m. on Thursday, April 23, 2020 on Saluda Avenue at the fountain plaza and in the half block area of the 2000 block of Greene Street from the driveway adjacent to the western side of the Publico building to the driveway adjacent to the western side of 801 Harden Street, excluding the rights lane of Greene Street from Harden Street to allow for ingress and egress and to the driveway adjacent to 801 Harden Street; and,

BE IT FURTHER RESOLVED that all vendors be restricted to stationary location; and,

BE IT FURTHER RESOLVED that possession and consumption of alcoholic liquors or alcoholic beverages other than beer and/or wine beverages within the event area is prohibited; and,

BE IT FURTHER RESOLVED that VIP tents or VIP areas for the possession and consumption of alcoholic liquors or alcoholic beverages, other than beer or wine beverages, within the event area are prohibited; and,

BE IT FURTHER RESOLVED that organizer is responsible or shall make arrangements for the cleanup of all trash and debris within the festival area and within the designated area of impact as shown on the attached drawing, and shall place same in the roll carts provided by the City. Any overflow of trash and debris shall be placed in garbage bags with the top securely closed and placed beside the City roll carts. The number of roll carts needed for the event shall be determined by organizer and the City Solid Waste Division prior to the event and placed throughout the event area to ensure that trash and debris are well contained. Roll carts and bagged trash and debris shall be returned to the collection point designated by the City in a timely manner. If the organizer has not opted to use City services to clean up the festival area and within the designated area of impact as shown on the attached drawing, any costs incurred by the City in removing loose trash and debris within the festival area and within the designated area of impact as shown on the attached drawing, which the organizer has failed to clean up, shall be billed to and paid by the organizer; and,

BE IT FURTHER RESOLVED that outdoor possession and consumption of beer and wine beverages, all outdoor musical performances and use of sound-amplifying devices shall end by 10:00 p.m. due to the proximity of the event to residential properties; and,

BE IT FURTHER RESOLVED that only pedestrian traffic will be allowed within the area. All other traffic, including, but not limited to, automobiles, trucks, motorcycles, mopeds, bicycles, skateboards, and horses, except police horses, is prohibited. All pets, including snakes, shall be prohibited. Coolers, glass bottles and breakable glasses and/or cups shall be prohibited; and,

BE IT FURTHER RESOLVED that during the designated time the closed portion of 2000 block of Greene Street from the driveway adjacent to the western side of the Publico building to the driveway adjacent to the western side of 801 Harden Street, excluding the rights lane of Greene Street from Harden Street to allow for ingress and egress and to the driveway adjacent to 801 Harden Street, with the exception of the parking area and any other areas posted as to not allow alcoholic beverages, shall be declared to be a Public Park and provisions of Chapter 15, Parks and Recreation, Sec. 15-1, 15-2 and 15-

3, 1998 Code of Ordinances of the City of Columbia, South Carolina are in effect. Pursuant to Chapter 14, Offenses and Miscellaneous Provisions, Article IV, Offenses Against the Public Peace and Order, Sec. 14-99, 1998 Code of Ordinances of the City of Columbia, South Carolina, 2000 block of Greene Street from the driveway adjacent to the western side of the Publico building to the driveway adjacent to the western side of 801 Harden Street, excluding the rights lane of Greene Street from Harden Street to allow for ingress and egress and to the driveway adjacent to 801 Harden Street, with the exception of the parking area and any other areas posted as to not allow alcoholic beverages, is deemed to be the site of a public festival at which alcoholic beverages may be consumed and the prohibition against possession or consumption of alcoholic beverages set forth in Sec. 14-99 shall not apply. Possession and consumption of beer and wine beverages shall be permitted only in provided by vendors within the areas designated.

PROVIDED, FURTHER, that the event organizer shall provide the names and cell phone numbers of a least two contact persons who can receive complaints during the event, including any set up and breakdown times. The cell phones shall remain on at all times during the event and during any set up and breakdown time.

PROVIDED, FURTHER, that failure of the event organizer to strictly comply with the time frames and other requirements and responsibilities set forth in this resolution may result in a denial of subsequent requests to allow the event.

PROVIDED, HOWEVER, that no solicitation or transactions be made in violation of Sec. 14-32, 1998 Code of Ordinances of the City of Columbia, South Carolina.

BE IT FURTHER RESOLVED that in the event of inclement weather on Thursday, April 23, 2020, the City Manager is authorized to approve the rescheduling of the 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 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	2/16/2020	REQUESTOR'S NAME/CONTACT INFORMATION (E-MAIL/ PHONE#/FAX#)	Saluda's Restaurant Steven Cook steve@saludas.com 803-447-1733
EVENT NAME/PURPOSE (i.e., St. Patrick's/Charity Fund-raiser)	Columbia Food and Wine Kickoff Dinner		
DATE(S) OF EVENTS: (monthly can be on one request)	Thursday, April 23 2020		
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.)	NA		
LOCATION OF EVENT (i.e., Amphitheater area of Finlay Park; 1300 and 1400 blocks of Main Street between Lady Street and Hampton Street)	Five Points Fountain and street in between fountain and 751 Saluda Avenue Same footprint as Five Points Association fountain concert events		
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)	Loading Zone adjacent Five Points Fountain and Saluda Avenue in front of 751 Saluda Avenue. Same Footprint as Five Points Association fountain concert events		
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	3:00pm-11:00pm		
HOURS OF EVENT (i.e., 6:00 p.m. - 10:00 p.m.)*	8:00-10:00pm		
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.)*	8:00-10:00 pm 9:30 by email 2/19/20		

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 (sharl.ardis@columbiasc.gov), fax (803-737-4250) or mailed to City Attorney's Office, ATTN: Sharl 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 and by 10:00 p.m. due to the proximity of events to residential properties.**

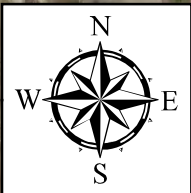
****ONLY BEER AND WINE BEVERAGES ARE ALLOWED ON CITY PROPERTY. POSSESSION OF LIQUOR IS STRICTLY PROHIBITED. VIP tents or VIP areas for possession and consumption of beer and wine beverages within the event area are PROHIBITED.**

NOTE: This form should only be used for public events where beer and/or wine are to be sold and consumed on City property (i.e., Main Street Latin Festival, St. Patrick's Festival, Vista Lights, Rocky Shoals Spider Lily Festival, etc.).

This form should not be used to request use of City property for private events (birthday, retirement, anniversary parties, etc.) nor for sidewalk sales or neighborhood block parties. Requests for private events at City parks should be made through the Parks and Recreation Department. Requests for sidewalk sales 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; george.adams@columbiasc.gov
Legal Department - Sharl Ardis; 803-737-4242; sharl.ardis@columbiasc.gov or fax 803-737-4250 - resolution preparation
Parking Services - Jessica Argoe; (803) 545-0287; jessica.argoe@columbiasc.gov - meter bagging
Parks and Recreation - Pearl Osborne; 803-545-3100; pearl.osborne@columbiasc.gov - park reservations
Police Department Special Events - Officer Robert Hall; 803-545-3535; robert.hall@columbiasc.gov - parade permit, police
Police Department Community Services - Brenda Murphy; 803-545-3507; brenda.murphy@columbiasc.gov - street closing
Last revised: 12/2019

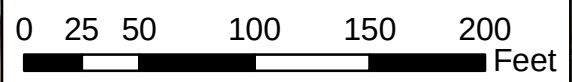
2020-040
20004741



Both Sides of the Street

Legend

- Event Area
- Perimeter Clean-up Boundary





We Are Columbia

MEETING DATE: March 10, 2020

DEPARTMENT: Legal Department

FROM: *Shari Ardis, Legal Office Manager*

SUBJECT: Resolution No.: R-2020-041 Authorizing consumption of beer and wine only within Boyd Plaza adjacent to the Columbia Museum of Art for the CMA Contemporaries' Membership Event on Thursday, May 28, 2020

FUNDING SOURCE & ORIGINAL BUDGET:

FOCUS AREAS: Attracting & Retaining Talent, Connecting Our Community, Empowering Our Residents, Planning Together

ATTACHMENTS:

- **#a:** R-2020-041 CMA Contemporaries Membership Event (May 28) (PDF)

RESOLUTION NO.: R-2020-041

Authorizing consumption of beer and wine only within Boyd Plaza adjacent to the Columbia Museum of Art for the CMA Contemporaries' Membership Event on Thursday, May 28, 2020

WHEREAS, the Columbia Museum of Art is sponsoring the CMA Contemporaries' Membership Event in Boyd Plaza adjacent to the Museum on Thursday, May 28, 2020 from 5:30 p.m. until 8:30 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 Thursday, May 28, 2020 from 3:30 p.m. until 9:30 p.m. for set up, clean up, and staging of the event to be held on Thursday, May 28, 2020 from 5:30 p.m. until 8:30 p.m.; for patrons to consume beer and wine beverages only during the event hours on Thursday, May 28, 2020 from 5:30 p.m. until 8:00 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 _____, 2020, 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 5:30 p.m. to 8:00 p.m. on Thursday, May 28, 2020; 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 Thursday, May 28, 2020, 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 Simons

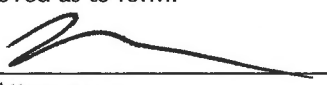
Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:



City Attorney

City Clerk

Introduced:

Final Reading:

DATE OF REQUEST 2/18/2020

REQUESTOR'S NAME/CONTACT
INFORMATION (E-MAIL/
PHONE#/FAX#)Caitlin Thomas
cthomas@columbiamuseum.org
(803)343-2208

EVENT NAME/PURPOSE (i.e., St. Patrick's/Charity Fund-raiser)

CMA Contemporaries' Membership Event

DATE(S) OF EVENTS: 5/28/2020

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

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

3:30pm - 9:30pm

HOURS OF EVENT

(i.e., 6:00 p.m. - 10:00 p.m.)*

5:30pm - 8:30pm

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.)*

5:30pm - 8:00pm

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.**

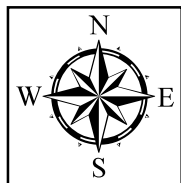
****With the exception of the parks listed in Sec. 15-1 Prohibited acts in parks (8), POSSESSION OF LIQUOR IS STRICTLY PROHIBITED. VIP tents or VIP areas for possession and consumption of alcoholic beverages or alcoholic liquors within the event area are prohibited.**

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.).

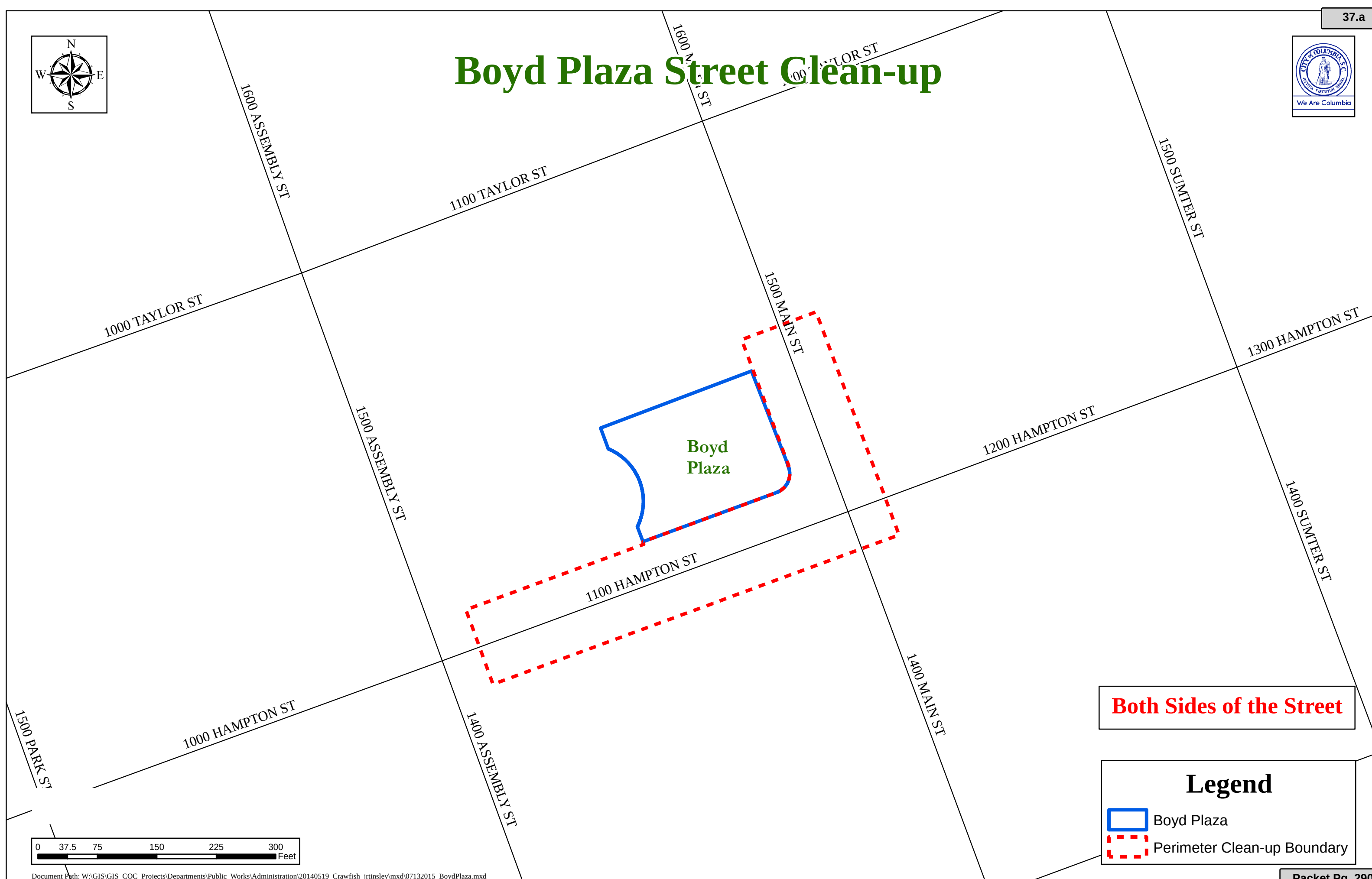
This form **should not** be used to request use of City property for **private** events (birthday, retirement, anniversary parties, etc.) nor for sidewalk sales or neighborhood block parties. Requests for private events at City parks should be made through the Parks and Recreation Department. Requests 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; cfgdadams@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



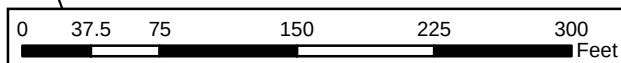
Boyd Plaza Street Clean-up



Both Sides of the Street

Legend

-  Boyd Plaza
-  Perimeter Clean-up Boundary





We Are Columbia

MEETING DATE: March 10, 2020

DEPARTMENT: Legal Department

FROM: *Shari Ardis, Legal Office Manager*

SUBJECT: Resolution No.: R-2020-045 Authorizing consumption of beer and wine beverages only at the LoCo Craft Beer Jam at City Roots Urban Farm in the 1000 block of Airport Boulevard between Jim Hamilton Boulevard and the north side of the entrance into Hunter Gatherer on Saturday, March 14, 2020

**FUNDING SOURCE &
ORIGINAL BUDGET:**

FOCUS AREAS: Attracting & Retaining Talent, Connecting Our Community, Economic Prosperity - Endless Possibilities, Empowering Our Residents, Planning Together

ATTACHMENTS:

- **#a:** R-2020-045 Loco Craft Beer Jam at City Roots (March 14) (PDF)

RESOLUTION NO.: R-2020-045

Authorizing consumption of beer and wine beverages only at the LoCo Craft Beer Jam at City Roots Urban Farm in the 1000 block of Airport Boulevard between Jim Hamilton Boulevard and the north side of the entrance into Hunter Gatherer on Saturday, March 14, 2020

WHEREAS, the Rosewood Merchants Association ("Sponsor") is sponsoring the LoCo Craft Beer Jam at City Roots Urban Farm and in a portion of the 1000 block of Airport Boulevard between Jim Hamilton Boulevard and the north side of the entrance into Hunter Gatherer from 12:00 p.m. until 6:00 p.m. on Saturday, March 14, 2020; and,

WHEREAS, Sponsor has requested permission for the temporary closing and use of a portion of the 1000 block of Airport Boulevard between Jim Hamilton Boulevard and the north side of the entrance into Hunter Gatherer from 8:00 a.m. until 7:00 p.m. for set up, clean up, and staging of the event to be held from 12:00 p.m. until 6:00 p.m.; for patrons to consume beer and wine beverages only during the event hours of 12:00 p.m. until 5:30 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 _____, 2020, that the sale of beer and wine beverages only is authorized between the hours of 12:00 p.m. until 5:30 p.m. on Saturday, March 14, 2020; 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 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 that the closed portion of the 1000 block of Airport Boulevard between Jim Hamilton Boulevard and the north side of the entrance into Hunter Gatherer, 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 1000 block of Airport Boulevard between Jim Hamilton Boulevard and the north side of the entrance into Hunter Gatherer, 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 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 14, 2020, 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

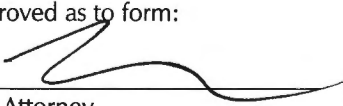
Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:



City Attorney

City Clerk

Introduced:

Final Reading:

DATE OF REQUEST

2/24/20

REQUESTOR'S NAME/CONTACT
INFORMATION (E-MAIL/
PHONE#/FAX#)David Britt
rosewoodmerchants@gmail.com
803-960-3552

EVENT NAME/PURPOSE (i.e., St. Patrick's/Charity Fund-raiser)

LoCo Craft Beer Jam - fundraiser

DATE(S) OF EVENTS: (monthly can be on one request)

3/14/20

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.)

Not Applicable/none

LOCATION OF EVENT

(i.e., Amphitheater area
of Finlay Park; 1300 and 1400 blocks
of Main Street between Lady Street
and Hampton Street)

1005 Airport Blvd - Columbia, SC 20205

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)

Airport Blvd to be closed from the intersection at Jm Hamilton Blvd to the intersection at Commerce Drive.

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

8am - 7 pm

HOURS OF EVENT

(i.e., 6:00 p.m. - 10:00 p.m.)*

12 pm - 6 pm

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 to 5:30 pm

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 (shari.ardis@columbiasc.gov), 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.**

****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., Main Street Latin Festival, St. Patrick's Festival, Vista Lights,, Rocky Shoals Spider Lily Festival, etc.).

This form **should not** be used to request use of City property for **private** events (birthday, retirement, anniversary parties, etc.) nor for sidewalk sales or neighborhood block parties. Requests for private events at City parks should be made through the Parks and Recreation Department. Requests for sidewalk sales 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; george.adams@columbiasc.gov

Legal Department - Shari Ardis; 803-737-4242; shari.ardis@columbiasc.gov or fax 803-737-4250 - resolution preparation

Parking Services - Jessica Argoe; (803) 545-0287; jessica.argoe@columbiasc.gov - meter bagging

Police Department Special Events - Officer Robert Hall; 803-545-3535; robert.hall@columbiasc.gov - parade permit, police

Parks and Recreation - Pearl Osborne; 803-545-3100; pearl.osborne@columbiasc.gov park reservations

Police Department Community Services - Brenda Murphy; 803-545-3507; brenda.murphy@columbiasc.gov - street closing

Last revised: 12/2019



City Roots Festival



Both Sides of the Street

Legend



City Roots Festival

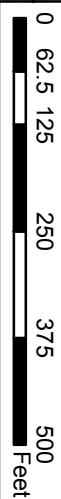


Perimeter Clean-up Boundary



Roadway Closed

Document Path: W:\GIS\GIS_COC_Projects\Departmental_Public_Works_Administration\Map_Series\Legal_Event_Maps_June2012\CityRootsFestival.mxd





We Are Columbia

MEETING DATE: March 10, 2020

DEPARTMENT: Legal Department

FROM: *Shari Ardis, Legal Office Manager*

SUBJECT: Ordinance No.: 2020-023 Authorizing the City Manager to execute a Contract of Sale, Deed and any other documents necessary to consummate the transfer of 6317 Azalea Drive, Richland County TMS #13810-01-16 from the City of Columbia (Community Development Department)

FUNDING SOURCE & ORIGINAL BUDGET:

FOCUS AREAS: Attracting & Retaining Talent, Connecting Our Community, Economic Prosperity - Endless Possibilities, Empowering Our Residents, Enhancing Columbia's Neighborhoods, Innovative & High Quality Municipal Services, Planning Together

ATTACHMENTS:

- **#a:** 2020-023 Contract of Sale 6317 Azalea Drive (PDF)



CONTRACT OF SALE

Date. A Contract for the sale and purchase of the hereinafter described property is entered into by and between _____, Purchaser(s) and **City of Columbia, South Carolina**, Seller.

Offer and Description. Purchaser(s) agree(s) to buy and Seller(s) agree(s) to sell that lot or parcel of land, with improvements thereon situated in **Richland** County, State of **South Carolina** and being described as follows: **TMS# 13810-01-16.**

The Property address: 4317 Azalea Dr. Columbia, SC 29205

Conveyance Shall Be Made. Conveyance shall be made subject to all covenants of record (provided they do not make the title unmarketable) and to all governmental statutes, ordinances, rules and regulations.

Price The purchase price is Two Hundred Twenty-Five Thousand and No/100 (**\$225,000.00**) **Dollars** and shall be paid by the Purchaser as follows: Five Hundred and No/100 **\$500.00 Dollars** (same as required down-payment) upon execution of the Contract as an earnest money in certified funds towards the purchase price.

Closing Cost. The Purchaser shall pay all pre-paid items to include 1st year annual home owners insurance, required property taxes, and insurance escrow due at closing. Purchaser is responsible for the preparation of the deed; and any deed of trust; the fees of the Purchaser closing attorney. The Seller shall pay all allowable closing cost not to exceed **One Thousand Five Hundred and No/100 (\$1,500.00) Dollars.**

Contract Contingencies: This closing is contingent upon the Purchaser receiving financing from the City of Columbia's Community Development Home Loan Program and meeting all the required underwriting and income requirements of the loan program.

Conveyance Date of Closing. The closing shall take place within sixty (60) days from the date of this contract. Seller(s) agree(s) to convey by marketable title and deliver a proper statutory warranty deed with power duly renounced, if applicable, and free of encumbrances, except as herein stated, with all stamps affixed thereto. The deed shall be prepared in the name of _____.

ORDINANCE NO.: 2020-023

Authorizing the City Manager to execute a Contract of Sale, Deed and any other documents necessary to consummate the transfer of 6317 Azalea Drive, Richland County TMS #13810-01-16 from the City of Columbia

BE IT ORDAINED by the Mayor and Council this ____ day of _____, 2020, that the City Manager is authorized to execute the attached Contract of Sale, or on a form approved by the City Attorney, a deed and any other documents necessary and approved by the City Attorney to consummate the transfer of 4317 Azalea Drive, Richland County TMS #13810-01-16, for the sum of Two Hundred Twenty-five Thousand and No/100 (\$225,000.00) Dollars.

Requested by:

Assistant City Manager Gentry

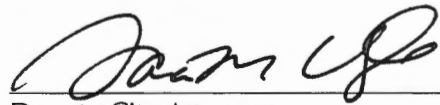
Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:



Deputy City Attorney

City Clerk

Introduced:

Final Reading:

Adjustments: Real estate taxes, homeowner association/regime fees, and rents when applicable, will be adjusted as of the date of closing. Tax proration pursuant to this Contract is to be based on the tax information available and deemed reliable by the Closing Attorney on the date of closing and to be prorated on that basis. Buyer will be responsible for applying for any applicable tax exemptions. Buyer is also responsible for any tax increases due to change of ownership. Unless otherwise agreed, Seller will pay all regular and special homeowner's association assessments and all governmental assessments levied through date of closing and Buyer will pay for those assessments levied after the date of closing.

Condition of Property. This property is being sold "*As Is*". Purchaser may have home inspection done within 10 days from complete execution of said contract. This may include CL-100, HVAC or other inspections or tests done to determine the condition of property. Seller will have no obligations to make any repairs or replacements to property identified as a result of inspections.

Home Warranty Coverage: Buyer and Seller agree that a home warranty will () will not (**X**) be provided at closing.

Condition of Title. At the closing, the premises shall be conveyed with good, marketable and insurable fee simple title subject to the following:

- (a) Taxes: Real Estate taxes for the current year and future years;
- (b) Easements and Right-of-Way: Easements and right-of-way of record or as would be shown by a current survey; provided, however, Seller warrants that said easements and right-of-way do not materially affect the premises or unreasonably interfere with purchaser's intended use;
- (c) Restrictions of record.

Possession. Possession of said premises will be given to the Purchaser on the day of the closing.

Default. If the Purchaser shall default under this agreement, the Seller shall have the option of suing for damages including but not limited to reasonable attorney's fees or rescinding this contract. The earnest money shall be paid to the Seller. Upon default by the Seller, the Purchaser shall have the option of suing for damages or specific performance, or rescinding this contract. Upon default by the Seller, if the Purchaser elects to rescind this agreement, the purchaser will be refunded all sums paid hereunder.

Other Terms: The following assistance is being provided to the Buyer as part of HUD's guidelines of affordable mortgage lending.

- (a) At closing, The City will pay on behalf of the Buyer up to **One Thousand Five Hundred and No/100 (\$1,500.00)** Dollars to be used exclusively to pay for Buyer's closing cost. This amount plus any equity realized in this transaction by the Buyer, based upon the appraised value of the property, will be recorded as a loan that is forgivable over a **Fifteen (15) year period.**
- (b) The amount of this loan shall be **One Thousand Five Hundred and No/100 (\$1,500.00)** Dollars for closing cost plus **Seventy-Five Thousand and No/100 (\$75,000.00)** Dollars equity realized for a total loan amount of **Seventy-Six Thousand Five Hundred and No/100 (\$76,500.00)** Dollars. Additional terms of this loan are that the Buyer must occupy and use the property as her primary residence during this **Fifteen (15) year period,** and should the property be sold or cease to be used as the Buyer's primary residence during this **Fifteen (15) year period,** the forgivable loan balance must be repaid at a prorated basis. This loan of **Seventy-Six Thousand Five Hundred and No/100 (\$76,500.00)** Dollars will be a subordinate lien to the first mortgage.
- (c) Six and Sixty-Sixth Hundredths (6.66%) per cent per year of the original amount of **Seventy-Six Thousand Five Hundred and No/100 (\$76,500.00)** Dollars shall be forgivable and not required to be repaid on each anniversary date of the loan, not to exceed **Fifteen (15) years,** at which time this debt will be fully discharged and forgiven.

Effect of Contract. The parties hereto further agree that this written contract expresses the entire agreement between the parties, and that there is no other agreement, oral or otherwise, modifying the terms hereunder.

Binding Contract. This contract shall be binding on both parties, their principals, heirs, personal representatives, successors and assigns as state law permits.

Disbursing Agent. It is agreed by both parties that all money paid under the contract shall pass through the hands of the **Blair Cato & Pickerin, LLC,** and he/she shall act as disbursing agent for both parties hereto.

Extension Agreement. Time is of the essence; however, if the transaction is not closed within the stipulated time limits of this contract, then both parties agree to extend said contract for a period not to exceed fifteen (15) days from the date designated for original closing.

Cashier's check. Purchaser must have a cashier's check, or certified funds when completing this transaction.

Commissions. None.

SIGNATURES BELOW SIGNIFY ACCEPTANCE OF ALL TERMS AND CONDITIONS
STATE HEREIN.

SIGNED, SEALED AND DELIVERED

IN THE PRESENCE OF:

WITNESS

PURCHASER
Date _____

WITNESS

SELLER
City of Columbia, SC
By: Teresa B. Wilson
Its: City Manager
Date: _____

APPROVED AS TO FORM

Legal Department, City of Columbia, SC



We Are Columbia

MEETING DATE: March 10, 2020

DEPARTMENT: Legal Department

FROM: *Shari Ardis, Legal Office Manager*

SUBJECT: Resolution No.: R-2020-031 Authorizing the City Manager to execute an Amendment to Lease Agreement Extending Term of Lease for 715 Bluff Road for use as the Police Substation and Property Storage Facility

**FUNDING SOURCE &
ORIGINAL BUDGET:**

FOCUS AREAS: Enhancing Columbia's Neighborhoods, Innovative & High Quality Municipal Services, Planning Together

Funding Source: 1012403-636300

ATTACHMENTS:

- **#a:** R-2020-031 715 Bluff CPD Lease Amendment (PDF)

HISTORY:

02/25/20 Columbia City Council DEFERRED

RESOLUTION NO.: R-2020-031

Authorizing the City Manager to execute an Amendment to Lease Agreement Extending Term of Lease for 715 Bluff Road for use as the Police Substation and Property Storage Facility

BE IT RESOLVED by the Mayor and City Council this ____ day of _____, 2020, that the City Manager is hereby authorized to execute the attached Amendment to Lease Agreement Extending Term of Lease, or on a form approved by the City Attorney, for the lease of 715 Bluff Road for use as the Police Substation and Property Storage Facility.

(Funding Source: 1012403-636300).

Requested by:

City Manager _____

Mayor

Approved by:

City Manager

ATTEST:

Approved as to form:



Senior Assistant City Attorney

City Clerk

Introduced:

Final Reading:



807 Gervais Street, Suite
200
Columbia, SC 29201
+1 803 254 0100
www.naicolumbia.com

STATE OF SOUTH CAROLINA)

COUNTY OF RICHLAND)

**AMENDMENT TO LEASE AGREEMENT
EXTENDING TERM OF LEASE**

THIS AGREEMENT, made this ____ day of March, 2020 by and between Edens/Graham Partners, LLC, hereinafter referred to as Landlord, and City of Columbia hereinafter referred to as Tenant.

WITNESSETH:

WHEREAS, Landlord and Tenant entered into a Lease Agreement in January 2015 for a period of sixty one (61) months commencing March 10, 2015 and terminating March 9, 2020, for the leased premises described as all of that certain office space containing 58,187 square feet located at 715 Bluff Road, in the City of Columbia, County of Richland, State of South Carolina and

WHEREAS, Landlord and Tenant now mutually desire to extend the term of the Lease Agreement for an additional period;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the mutual promises and covenants contained herein and other valuable consideration, Landlord hereby grants and leases unto Tenant, and Tenant hereby accepts and agrees to lease from Landlord, said 58,187 square feet of space for a term commencing May 1, 2020 and terminating April 30, 2023 and Tenant further agrees to pay rental therefore at the rate of:

No. of Months	From	To	Monthly Rental	Annual Rent	Lease Rate
12	5/1/2020	4/30/2021	\$17,940.99	\$215,291.90	\$3.70
12	5/1/2021	4/30/2022	\$18,474.37	\$221,692.47	\$3.81
12	5/1/2022	4/30/2023	\$19,007.75	\$228,093.04	\$3.92

WHEREUPON, the original Lease Agreement is hereby deemed to continue in force and be binding in full upon the parties hereto in all of its terms and provisions except as amended and modified above.

IN WITNESS WHEREOF, the parties have signed their hands, affixed their seals, and caused this Amendment to Lease Agreement to be executed the day and year above written.

WITNESSES:

LANDLORD: Edens/Graham Partners, LLC

By: _____

Its: _____

TENANT: City of Columbia

By: _____

Its: _____

APPROVED AS TO FORM

Jess Mangin 3/4/20
Legal Department City of Columbia, SC



807 Gervais, Suite 301
Columbia, South Carolina 29201
803.254.0100
1.888.251.0102

STATE OF SOUTH CAROLINA)

LEASE

COUNTY OF RICHLAND)

THIS AGREEMENT, made this ____ day of January, 2015, by and between Edens/Graham Partners, LLC, or its assigns, hereinafter called "Landlord," and City of Columbia, hereinafter called "Tenant."

WITNESSETH

In consideration of the covenants and agreement of the respective parties herein contained, the parties hereto, for themselves, their heirs, successors, distributees, executors, administrators, legal representatives and permitted assigns, do hereby agree as follows:

A. Leased Premises:

Landlord by these presents does hereby demise and let unto Tenant, and Tenant leases and hires from Landlord all those certain Premises, together with the buildings and other improvements thereon, for the term and upon the rental and the covenant and agreements of the respective parties herein set forth. Said Premises are situate, lying and being in the State of South Carolina, County of Richland, City of Columbia, located at 715 Bluff Road. Further described in the Richland County tax map records as Parcel # 11202, block 06, and lot 02 and outlined in Exhibit "A" attached. The Leased Premises hereunder contains 58,187 square feet and the total area of the building is approximately 58,187 square foot. Tenant's Pro Rata Share is 100%.

B. Term and Delivery of Premises:

TO HAVE AND TO HOLD said Premises unto Tenant for a term of sixty-one (61) months, beginning on the date upon which Landlord provides Tenant with a copy of an Approved Report (as that term is defined in Section 4 hereof) (the "Commencement Date"), and ending on the date sixty-one (61) months thereafter.

C. Covenants and Conditions of Lease:

This Lease is made on the following covenants and conditions which are expressly agreed to by Landlord and Tenant:

1. **Rent:** Tenant covenants to pay as rent to Landlord, beginning on the earliest date upon which Landlord has completed the Required Work (as that term is defined in Section 4 hereof) and delivered to Tenant a copy of an Approved Report, as follows:

Date	Monthly Base Rent	Annual Base Rent	PSF
Months 1 – 37 of the term of the Lease	\$16,971.20	\$203,654.40	\$3.50
Months 38 – 61 of the term of the Lease	\$17,941.00	\$215,291.90	\$3.70

Additionally, Tenant shall pay to Landlord as its monthly contribution to the taxes and building insurance, the initial annual sum of Forty Seven Thousand and Seventy and no/100ths Dollars, (\$47,070) payable in equal monthly installments of Three Thousand Nine Hundred and Twenty Two and 50/100ths Dollars (\$3,922.50).

In the event the annual reconciliation reveals a balance due from Tenant, Landlord will invoice Tenant for the remaining balance of its Pro Rata Share of costs and expenses. Tenant shall have thirty (30) days from the date of such invoice to pay

zw

recovery of possession by Landlord, then upon such abandonment, expiration, termination or recovery of possession and after ten (10) days' written notice to Tenant, which notice shall also be conspicuously posted on the Leased Premises, all personal property of any nature then remaining on the Leased Premises shall be deemed abandoned and title thereto shall vest exclusively to Landlord, unless Landlord shall give notice to Tenant to remove all or any part of such personal property in which event Tenant shall promptly, at its own expense, remove same or Landlord may do so at Tenant's expense and said expense shall be treated as additional Rent hereunder. Tenant hereby waives any claim for loss of damage arising from Landlord's dealing with Tenant's personal property pursuant to the terms of this Article and agrees to reimburse Landlord for all costs associated with the same.

19. Holdover: Should Tenant hold over the Leased Premises or any part thereof after the expiration of the term of this Lease, unless otherwise agreed in writing, such holding over shall be deemed to be occupying as a tenant at sufferance at a rent equal to 150% of the Rent paid for the last month under this Lease and all other terms and conditions shall apply.

20. Quiet Enjoyment: If and so long as Tenant pays the rents reserved by this lease and performs and observes all the covenants and provisions hereof, Tenant shall quietly enjoy the Leased Premises, subject, however, to the terms of this Lease, and Landlord will warrant and defend Tenant in the enjoyment and peaceful possession of the Leased Premises throughout the term of this Lease.

21. Waiver of Covenants: It is agreed that the waiving of any of the covenants of this Lease agreement by either party shall be limited to the particular instance and shall not be deemed to waive any other breaches of such covenant or any provision herein contained.

22. Default by Tenant: This Lease is made upon the condition that the Tenant shall punctually and faithfully perform all of the covenants and agreements by it to be performed as herein set forth, and if any of the following events of default shall occur, to-wit: (a) any installment of Rent, additional Rent, taxes, or any other sums required to be paid by Tenant hereunder, or any part thereof, shall at any time be in arrears and unpaid for fifteen (15) days after written demand therefor, or (b) there be any default on the part of Tenant in the observance or performance of any of the other covenants, agreements, or conditions of this Lease on the part of Tenant to be kept and performed, and said default shall continue for a period of fifteen (15) days after written notice thereof from Landlord to Tenant (unless such default cannot reasonably be cured within fifteen (15) days and Tenant shall have commenced to cure said default within said fifteen (15) days and continues diligently to pursue the curing of the same), or (c) Tenant shall file a petition in bankruptcy or be adjudicated a bankrupt, or file any petition or answer seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief for itself under any present or future federal, state or other statute, law or regulation, or make an assignment for the benefit of creditors, or (d) any trustee, receiver or liquidator of Tenant or of all or any substantial part of its properties or of the Leased Premises shall be appointed in any action, suit or proceeding by or against Tenant and such proceeding or action shall not have been dismissed within thirty (30) days after such appointment, or (e) the leasehold estate hereby created shall be taken on execution or by other process of law, or (f) Tenant shall admit in writing its inability to pay its obligations generally as they become due, or (g) Tenant shall vacate or abandon the Leased Premises, then and in any of said cases, Landlord at its option may terminate this lease with full right to sue for and collect all sums or amounts with respect to which Tenant may then be in default and accrued up to the time of such entry, including damages to Landlord by reason of any breach or default on the part of Tenant, or Landlord may, if it elects to do so, bring suit for the collection of such rents and damages without entering into possession of the Leased Premises or voiding this Lease.

If Tenant at any time shall fail to pay any taxes, assessments, or liens, or to make any payment or perform any act required by this Lease to be made or performed by it, Landlord, without waiving or releasing Tenant from any obligation or default under this lease, may (but shall be under no obligation to) at any time thereafter make such payment or perform such act for the account and at the expense of Tenant.

All rights and remedies of Landlord herein enumerated shall be cumulative, and none shall exclude any other remedies allowed at law or in equity.

23. Exculpation: Tenant specifically agrees to look solely to Landlord's interest in the Leased Premises for recovery of any judgment from Landlord, it being specifically agreed that neither Landlord nor anyone claiming under Landlord shall ever be personally liable for any such judgment. In no event shall Landlord ever be liable to Tenant for any indirect or consequential damages.

24. Bankruptcy: In the event a petition in a bankruptcy or insolvency or for reorganization or for the appointment of a receiver or trustee of all or a portion of the property of Tenant shall be filed against Tenant in any court, pursuant to any statute either of the United States or of any state (hereinafter referred to as "Bankruptcy Law"), and if, within thirty (30) days thereafter, Tenant fails to secure a discharge thereof, or in the event Tenant shall voluntarily file any such petition or make an assignment for the benefit of creditors or petition for or enter into an arrangement, or if this Lease is taken under writ of execution (herein called "Act of Bankruptcy"), then Tenant shall be deemed in breach and default of this Lease and Landlord, in its discretion and at its election may, to the extent permitted by law, elect to cancel and terminate this Lease. Upon the cancellation and termination of this Lease pursuant to the provisions of this Article 35, Landlord, in addition to all the remedies provided by law, shall be entitled to all its remedies set forth in this Lease upon Tenant's default.

In the event this Lease is assumed or assigned by a trustee pursuant to the provisions of the prevailing Bankruptcy Law, then the trustee shall cure any default under this Lease and shall provide such adequate assurance of future performance of this Lease as is required by the Bankruptcy Law including the following:

- (A) the source of Rent and other considerations due under this Lease;
- (B) that any Percentage Rent due under this Lease will not decline;
- (C) the assumption or assignment of this Lease will not breach any provision such as a radius, location, use or exclusivity provisions in any other lease, finance agreement or master agreement relating to the Leased Premises; and
- (D) the assumption or assignment of this Lease will not disrupt any tenant mix or balance.

In the event the trustee does not cure such defaults and provide such adequate assurances under the Bankruptcy Law, then this Lease shall be deemed rejected and Landlord shall have the right to immediate possession of the Leased Premises, and shall be entitled to all remedies provided by the Bankruptcy Law for damages for breach and/or termination of this Lease.

If this Lease shall be guaranteed on behalf of Tenant, all of the provisions of this Article with respect to the bankruptcy of Tenant, etc., shall be deemed to read "Tenant or the Guarantor hereof."

25. Failure to Perform Covenant: Any failure on the part of either party to this Lease to perform any obligation hereunder, and any delay in doing any act required hereby shall be excused if such failure or delay is caused by any strike, lockout, governmental restriction or any other similar cause beyond the control of the party so failing to perform, to the extent and for the period that such continues, save and except that the provisions of this paragraph shall not excuse a non-payment of Rent or other sums due hereunder on its due date.

26. Rights of Successors and Assigns: The covenants and agreements contained in the within Lease shall apply to, inure to the benefit of, and be binding upon the parties hereto, their heirs, successors, distributees, executors, administrators, legal representatives, assigns and upon their respective successors, in interest, except as expressly otherwise herein provided.

27. Liens: Tenant will not permit any lien for moneys owing by Tenant to remain against the Leased Premises for a period of more than thirty (30) days following discovery of the same by Tenant; provided, however, that nothing herein contained shall prevent Tenant, in good faith and for good cause, from contesting in the courts the claim or claims of any person, firm or corporation growing out of Tenant's operation of the Leased Premises or costs of improvements by Tenant on the said Premises, and the postponement of payment of such claim or claims, until such contest shall finally be decided by the courts shall not be a violation of this agreement or any covenant thereof. Should any such lien be filed and not released or discharged or action not commenced to declare the same invalid within thirty (30) days after discovery of the same by Tenant, Landlord may at Landlord's option (but without any obligation so do) pay and discharge such lien and may likewise pay and discharge any taxes, assessments or other charges against the Leased Premises which Tenant is obligated hereunder to pay and which may or might become a lien on said Premises.

28. Tenant's Estoppel Certificate: Within seven (7) business days after each request by Landlord is received by Tenant, Tenant shall deliver an Estoppel Certificate to Landlord ("Estoppel Certificate"). The Estoppel Certificate shall be in writing, and shall be executed on behalf of Tenant by persons having appropriate authority. Each Estoppel Certificate shall be made in favor of Landlord, any mortgagee, any assignee, any purchaser or any other person specified by Landlord.

Each Estoppel Certificate shall contain information required by Landlord, and satisfactory to any mortgagee, assignee, purchaser or other person specified by Landlord including, but not limited to the following:

- (A) ratifying this Lease;
- (B) specifying the Commencement Date and termination date of this Lease Term;
- (C) certifying that this Lease is in full force and effect and has not been assigned, modified, supplemented or amended (except by such writings as shall be so stated);
- (D) that all conditions and obligations under this Lease to be performed by Landlord have been satisfied or stating those not performed;
- (E) that there are no defenses or offsets against the enforcement of this Lease by Tenant or specifying any such defenses;
- (F) the amount of current Rent and the date to which all Rent has been paid;
- (G) any contractual Rent modifications beyond the date of estoppel;

- (H) the approximate number of square feet of floor space in the Leased Premises;
- (I) that no Rent has been paid in advance or specifying any such advance Rent; and
- (J) the amount of the security deposit held by Landlord.

If Tenant fails to execute, acknowledge and deliver to Landlord or any mortgagee, assignee, purchaser or other person specified by Landlord a statement in accordance with the foregoing provision of this paragraph 31 within seven (7) business days after the receipt of such request, such shall constitute an acknowledgment by Tenant that this Lease is unmodified and in full force and effect and that all conditions and obligations under this Lease to be performed by Landlord have been satisfied, and that there are no defenses or offsets against the enforcement of this Lease by Tenant.

29. Construction of Lease: The word "Landlord" as used herein shall refer to the individual, individuals, partnership, or corporation called "Landlord." The word "Tenant" shall likewise refer to the individual, individuals, partnership, or corporation called "Tenant." Words of any gender used in this Lease shall be held to include any other gender, and words in the singular number shall be held to include the plural when the sense requires.

30. Paragraph Headings: The paragraph headings as to the contents of particular paragraphs herein, are inserted only for convenience and are in no way to be construed as part of such paragraph or as a limitation on the scope of the particular paragraph to which they refer.

31. Authority: In the event Tenant and/or the Guarantor of Tenant's obligations hereunder shall be a corporation or limited liability company, the persons executing this Lease on behalf of Tenant hereby individually covenant and warrant that: Tenant is a duly qualified corporation or limited liability company; all steps have been taken prior to the date hereof to qualify Tenant to do business in the State in which the Leased Premises is located; all franchise and corporate or limited liability company taxes have been paid to date; all future forms, reports, fees and other documents necessary to comply with applicable laws will be filed when due; and those persons executing this Lease on behalf of Tenant are duly qualified and authorized to bind, and in fact do bind, the corporation or limited liability company.

In the event Tenant hereunder shall be a partnership, either general or limited, the persons or entities executing this Lease on behalf of Tenant hereby individually covenant and warrant that: Tenant is a duly qualified partnership; all steps have been taken prior to the date hereof to qualify Tenant to do business in the State in which the Leased Premises is located, if required by law; all franchise and partnership taxes have been paid to date; all future forms, reports, fees and other documents necessary to comply with applicable law will be filed when due; and those entities executing this Lease on behalf of the partnership are duly qualified to bind, and in fact do bind, the partnership.

32. Notices: All notices required to be given to the parties shall be delivered by hand, sent by United States registered or certified mail, return receipt requested, postage paid or express delivery by a nationally recognized courier at the addresses shown below:

To the Landlord at the following address:

NAI Avant, LLC
PO Box 2267
Columbia SC 29202
Attn: Property Management

To the Tenant at the following address:

Any such notice shall be considered given on the date of such hand delivery, deposit with such overnight courier for next business day delivery, or deposit in the United States mail, but the time period (if any is provided herein) in which to respond to such notice shall commence on the date of hand or courier delivery or on the date received following deposit in the United States mail as provided above. Rejection or other refusal to accept or inability to deliver because of changed address of which no notice was given shall be deemed to be receipt of the notice.

All usual or ordinary correspondence shall be sent by regular mail. Each party shall promptly notify the other in writing of any change of address. Any such notice, demand, or communication from an attorney acting or purporting to act on behalf of a party shall be deemed to be notice from such party provided that such attorney is authorized to act on behalf of such party.

33. Confidentiality: Tenant and its agents, employees, officers, directors, accountants and attorneys agree to keep the financial terms of this Lease strictly confidential, and shall not disclose, directly or indirectly, such terms to any

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person or entity without first obtaining the prior written consent of Landlord; provided, however, that Landlord's consent shall not be required for any disclosure (i) to Tenant's officers, directors, employees, lenders, accountants, attorneys or current or potential investors in, or purchasers of Tenant's business; or (ii) when compelled by applicable laws, regulations or court orders.

34. Notice to Mortgagee: After receiving written notice from any person, firm, or other entity, that it holds a mortgage (which term shall include a deed of trust) which includes as part of the mortgaged premises the Leased Premises, Tenant shall, so long as such mortgage is outstanding, be required to give to such holder the same notice as is required to be given to Landlord under the terms of this Lease, but such notice may be given by Tenant to Landlord and such holder concurrently. It is further agreed that such holder shall have the same opportunity to cure any default, and the same time within which to effect such curing, as is available to Landlord plus an additional sixty (60) days and such further time as shall be required to gain control over the Leased Premises in order to effect such cure; and if necessary to cure such a default, such holder shall have access to the Leased Premises.

35. Subordination: Tenant's rights under this Agreement shall at all times be subordinate to and subject to any mortgage which is now or later placed on the property of which the Premises is a part; and if requested, Lessee shall execute promptly any certificate that Owner may request to specifically implement the subordination outlined in this paragraph.

36. No Estate in Land: This Lease creates only the relationship of Landlord and Tenant between Landlord and Tenant. Tenant has only the right of use and enjoyment of the Demised Premises and not an estate of years and no estate shall pass out of Landlord.

37. Entire Agreement: This Lease constitutes the entire Lease between the parties, and no modification hereof shall be valid unless made in writing and signed by Landlord.

38. Nonwaiver: Failure of Landlord to insist upon strict compliance with the terms of this Lease shall not constitute a waiver of Landlord's right to act on any violation.

39. Remedies Cumulative: All remedies under this Lease or by law or equity shall be cumulative.

40. Counterparts: The Signatories may execute this Lease Agreement in one or more counterparts, with each counterpart being deemed an original Lease, but with all counterparts being considered one Lease.

41. Choice of Law: THIS AGREEMENT WILL BE GOVERNED BY THE LAWS OF THE STATE OF SOUTH CAROLINA WITHOUT REGARD FOR CONFLICTS OF LAW PRINCIPLES. IT WAS EXECUTED IN THE STATE OF SOUTH CAROLINA AND IS INTENDED TO BE VALID IN ALL JURISDICTIONS OF THE UNITED STATES OF AMERICA AND ALL FOREIGN NATIONS.

42. Additional Provisions: Insofar as the following provisions conflict with any other provisions of the Lease, the following shall control:

- (a) The submission of this document for examination does not constitute an option or offer to lease space at the Property. This document shall have no binding effect on the parties unless executed by the Landlord and the Tenant and a fully executed copy is delivered to the Tenant.
- (b) EACH PARTY ACKNOWLEDGES THAT HE/SHE HAS READ THIS LEASE PRIOR TO SIGNING, HAS CONSULTED WITH AN ATTORNEY REGARDING SAME, AND AGREES TO ALL TERMS CONTAINED HEREIN.
- (c) Landlord shall provide Tenant with Five (5) one (1) year option periods to renew the Lease at rental rate to be negotiated. Tenant shall give notice of its intention to extend Six (6) months prior to lease expiration.

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IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the day and year first above written.

WITNESSES:

Jessie Williams

Ms. Hall

LANDLORD: Edens/Graham Partners, LLC, or its assigns

By: Joe Edens

Its: Manager

TENANT: City of Columbia

By: Chessa Wilson

Its: City Manager

APPROVED AS TO FORM

Jeanne Kuzmowski
Legal Department City of Columbia, SC

JW

Exhibit "A"

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Exhibit "B"

Landlord shall make the following building improvements prior to the Commencement Date:

- Paint (two colors) and carpet (standard commercial grade) throughout the front and rear office space
- Service all overhead doors and dock levelers
- Replace damaged ceiling tiles
- Patch all damaged drywall
- New HVAC in all of office space and in front warehouse space (13,274 SF bay)
- New toilets, partitions, and accessories in restrooms
- Plumbing & electrical systems serviced
- General cleaning of the office and warehouse throughout
- Per Building Official, a second exit must be added from the 2nd floor office space to the exterior of the building to meet building Code
- Perform any and all work necessary to deliver an Approved Report.

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We Are Columbia

MEETING DATE: March 10, 2020

DEPARTMENT: Legal Department

FROM: *Shari Ardis, Legal Office Manager*

SUBJECT: Resolution No.: R-2020-039 Permitting the Fire Department to collect money for the Muscular Dystrophy Association (March 18, 2020-March 20, 2020)

FUNDING SOURCE & ORIGINAL BUDGET:

FOCUS AREAS: Connecting Our Community, Empowering Our Residents, Innovative & High Quality Municipal Services, Planning Together

ATTACHMENTS:

- **#a:** R-2020-039 FD MDA Boot Drive (PDF)

RESOLUTION NO.: R-2020-039*Permitting the Fire Department to collect money for the Muscular Dystrophy Association*

WHEREAS, the Fire Department requests permission pursuant to South Carolina Code Ann. §5-27-910 for their personnel to collect money to benefit the Muscular Dystrophy Association at the intersections of Assembly Street and Gervais Street; Huger Street and Blossom Street; Devine Street and Harden Street; Bull Street and Elmwood Avenue; Main Street and Sunset Boulevard; Bush River Road and Broad River Road; South Beltline Boulevard and Rosewood Drive and Leesburg Road and Garners Ferry Road, on Wednesday, March 18, 2020 Thursday, March 19, 2020 and Friday, March 20, 2020; NOW, THEREFORE,

BE IT RESOLVED by the Mayor and City Council of the City of Columbia, South Carolina this ____ day of _____, 2020, that Fire Department personnel are permitted to collect money for the Muscular Dystrophy Association at the intersections of Assembly Street and Gervais Street; Huger Street and Blossom Street; Devine Street and Harden Street; Bull Street and Elmwood Avenue; Main Street and Sunset Boulevard; Bush River Road and Broad River Road; South Beltline Boulevard and Rosewood Drive and Leesburg Road and Garners Ferry Road, provided, however, that: (1) there is no interference with either vehicular or pedestrian traffic; (2) no personnel shall leave the curb or raised median while soliciting for or collecting funds; and (3) personnel shall remove all trash from the sidewalk and median.

Requested by:

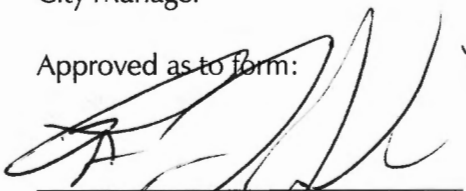
City Manager _____

Mayor

Approved by:

City Manager

Approved as to form:



Senior Assistant City Attorney

ATTEST:

City Clerk

Introduced:

Final Reading:



We Are Columbia

MEETING DATE: March 10, 2020

DEPARTMENT: Legal Department

FROM: *Shari Ardis, Legal Office Manager*

SUBJECT: Resolution No.: R-2020-043 Authorizing the City Manager to execute all closing documents necessary to consummate the purchase by the City of Columbia of approximately 3.4 acres known as Richland County TMS #09006-08-02 from Indigo Associates, LTD Partnership

**FUNDING SOURCE &
ORIGINAL BUDGET:**

FOCUS AREAS: Empowering Our Residents, Enhancing Columbia's Neighborhoods, Innovative & High Quality Municipal Services, Planning Together

PURPOSE:

Alternate water source project - Water and Sewer Funds.

ATTACHMENTS:

- **#a:** R-2020-043 purchase 3.4 ac TMS 09006-08-02 adj Canal (PDF)

RESOLUTION NO.: R-2020-043

Authorizing the City Manager to execute all closing documents necessary to consummate the purchase by the City of Columbia of approximately 3.4 acres known as Richland County TMS #09006-08-02 from Indigo Associates, LTD Partnership

BE IT RESOLVED by the Mayor and City Council of the City of Columbia, South Carolina this ____ day of _____, 2020, that the City Manager is hereby authorized to execute all closing documents necessary and pre-approved by the City Attorney to consummate the acquisition by the City of Columbia of approximately 3.4 acres known as Richland County TMS No.: 09006-08-02 being located adjacent to the City of Columbia Water Treatment Plant, from Indigo Associates, LTD Partnership for Three Hundred Seventy and No/100 (\$370,000.00) Dollars, to be used as an alternate water source project for the Columbia Canal Water Treatment Plant.

(Funding Source: Water and Sewer Funds)

Requested by:

Assistant City Manager Gentry

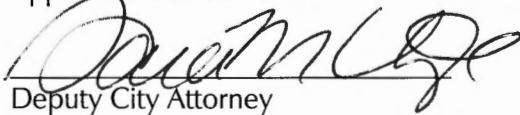
Mayor

Approved by:

City Manager

ATTEST:

Approved as to form:


Deputy City Attorney

City Clerk

Introduced:

Final Reading:

STATE OF SOUTH CAROLINA)
)
 COUNTY OF RICHLAND) **LAND SALE CONTRACT**

THIS LAND SALE CONTRACT (this "**AGREEMENT**") is made and entered into by and between **THE CITY OF COLUMBIA**, a body politic (hereinafter referred to as "Buyer"), and **INDIGO ASSOCIATES LLC**, a South Carolina limited liability company, its successors or assigns (hereinafter referred to as "Seller").

WITNESSETH:

WHEREAS, Seller agrees to sell and Buyer agrees to buy in fee simple all that certain tract or parcel of land located in Richland County, South Carolina, being more fully described in Exhibit "A" attached hereto and made a part hereof (hereinafter "Property").

NOW, THEREFORE, in consideration of the mutual covenants herein contained and other good and valuable consideration, Buyer and Seller agree as follows:

1. The sales price is Three Hundred Seventy Thousand and No/100 (\$370,000.00) Dollars, of which Ten Thousand and No/100 (\$10,000.00) Dollars, hereinafter referred to as the Deposit, has been paid and delivered to Rogers Townsend LLC (the "Escrow Agent") upon the signing hereof, receipt whereof is hereby acknowledged by Escrow Agent. The balance of Three Hundred Sixty Thousand and No/100 (\$360,000.00) Dollars is to be paid in cash on delivery of the limited warranty deed as hereinafter provided.

2. Seller will convey marketable title to the Property, by limited warranty deed pursuant to the "as vested" legal description set forth in Exhibit "A" attached hereto and incorporated herein, subject only to covenants, conditions, easements and restrictions of record. For purposes hereof, "marketable title" shall be mean title which is insurable by a national title insurer at standard rates, subject to exceptions for utility easements, use restrictions, or matters of survey, and without exception to general lack of marketability of the Property. Notwithstanding anything to the contrary contained herein, title shall be conveyed subject to matters which might be disclosed by a current survey and inspection of the Property.

3. Title to the Property is subject to prompt examination at Buyer's cost and expense. Buyer will notify Seller of any objections or defects relative to said title during the first thirty (30) days of the Inspection Period (as herein defined). Excepting the express obligations of Seller contained in Section 23 hereof, Seller may cooperate in curing objections or defects, but will not be obligated to cure any objections or defects in said title. Buyer's sole remedy for Seller's failure to cure any objections or defects will be to accept said title "as is" or to declare this Agreement void and receive the full refund of the Deposit.

4. Buyer shall have ninety (90) days (the "Inspection Period") from the complete execution of this Agreement to perform any and all studies, inspections or investigations of the Property. Provided, however, Buyer must obtain Seller's advance written consent to the performance of any invasive environmental testing, which consent may be withheld in Seller's commercially reasonable discretion. It shall not be deemed unreasonable for Seller to withhold consent to invasive environmental testing until such time as Buyer has presented a Phase I Environmental Assessment recommending additional

testing and Seller has expressly approved the scope and manner of such recommended invasive testing. In the event Buyer determines, in its sole and absolute discretion, that the Property is not suitable for its intended purpose, it shall have the right to terminate this Agreement and receive a full refund of the Deposit by providing written notice to Seller and Escrow Agent prior to expiration of the Inspection Period.

5. Any title insurance on the Property will be secured at Buyer's sole cost and expense.

6. The sale closing date will be determined by Buyer and will not be later than forty-five (45) days following the expiration of the Inspection Period. Provided, however, Buyer may elect to close at any time upon ten (10) days' notice to Seller. The closing (hereinafter "Closing") will be at a time and place to be designated by Buyer. On or before Closing, Buyer shall provide Seller with evidence that the Council for the City of Columbia has approved the terms hereof and ratified the execution of this Agreement in accordance with the requirements of all applicable laws, rules, regulations, and ordinances to which Buyer's performance may be subject.

7. Property taxes will be prorated based on the most current tax information as of the Closing. Any roll-back taxes that may be assessed as a result of any change of use or tax status of the Property subsequent to the Closing will be Buyer's responsibility, as applicable.

8. County and State transfer taxes, excise, recording taxes or deed taxes, by whatever name, will be paid or provided for by Buyer in an amount required by law.

9. Seller agrees not to cut or remove any trees located on the Property prior to Closing.

10. Buyer represents, warrants and covenants to Seller that Buyer has all necessary power and authority to enter into and perform this Agreement, and to carry out and perform its obligations under this Agreement. This Agreement is, and as of the date of the Closing will be, a valid, legal and binding obligation, enforceable against Buyer in accordance with its terms. On the date of the Closing, Buyer will have all necessary power and authority to enter into, execute and deliver each of the closing documents required to be delivered by Buyer and to carry out and perform Buyer's obligations under this Agreement and under the terms of the closing documents.

11. Seller warrants to Buyer that the following statements are true and correct as of the date of this Agreement and will be true and correct on the date of Closing. To the extent that between the date of this Agreement and the Closing, Seller learns of facts which render such statements untrue, it shall disclose the same to Buyer, and Buyer shall have the option to waive the conditions disclosed by such facts and proceed to Closing, or terminate the Agreement.

- (a) As of the date of Closing, the Property shall be free of all liens. If any material or labor has been furnished to the Property within the ninety (90) day period immediately prior to the date of the Closing, the Seller shall furnish evidence reasonably satisfactory to the Buyer and title company that the payment in full for all such material and labor has been made or provided for.
- (b) Seller has not received notice of any pending lawsuits, threatened lawsuits, or asserted or threatened violations affecting the Property or any part of the Property.

- (c) No improvements have been installed since the date of the last taxing authority's assessment against the Property, or if improvements have been installed, the installation of improvements will not result in the imposition of rollback taxes against the Property.
- (d) Seller has not received notice of any condemnation proceedings pending or contemplated that would affect the Property.
- (e) Seller is not a foreign person under Section 1445 of the Internal Revenue Code.
- (f) Seller has full authority to enter into and carry out the terms of this Agreement.
- (g) To the best of Seller's knowledge and belief, Seller represents that during Seller's ownership, the Property has never been used as a landfill, disposal site, or location for the generation of any hazardous waste as that term is defined by the Resource Conservation and Recovery Act of 1976, and/or the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended by Superfund Amendments and Reauthorization Act of 1986, or other Federal, state and local statutes and ordinances governing hazardous wastes, or by regulations promulgated by any Federal, State or Local agency pursuant to said Acts, statutes or ordinances; nor has the Property been used as a landfill, disposal site, or location for the generation of any hazardous substance or environmental pollutant or contaminant; nor has the Property been used for the operation of any business that has manufactured or used such hazardous materials; except as may otherwise be disclosed in this Agreement.
- (h) Seller has paid all real estate taxes and annual assessments for which it has received notice, both general and special, against the Property that are now due and payable.
- (i) To the best of Seller's knowledge and belief, Seller represents that there are no underground storage tanks located on the Property that are not in full compliance with all existing local, county, state and Federal laws, as that term is defined in the Resource Conservation and Recovery Act of 1986.
- (j) No representation or warranty by Seller contained in this Agreement or any statement or certificate furnished or to be furnished by Seller to Buyer or its representatives in connection with this Agreement contains or will contain any untrue statement of a material fact, or omits to state any material fact known to Seller.
- (k) Until Closing, the Property will be maintained in such manner as to preserve the Property in no less satisfactory condition than exists as of the date of this Agreement, provided, however, that nothing in this Agreement shall obligate Seller to incur any expenses or liability except as otherwise specifically provided in the Agreement.
- (l) To the best of Seller's knowledge, there are no latent or material defects in, on,

or about the Property.

- (m) Seller warrants that it will provide Buyer within ten (10) days of the date of this Agreement with copies of the following which are in Seller's readily available possession: (a) title policies, (b) environmental reports, (c) surveys, and (d) correspondence with the local taxing authority.

Notwithstanding anything to the contrary contained herein, the phrase "to Seller's best knowledge" or other phrases of similar import, shall mean and refer to the actual knowledge of Charles C. Thompson and Allen S. Guignard, Seller's Managers, and no other party.

12. Subject to the requirements of Section 4 hereof, should Buyer, in its examination of the Property or as a result of an environmental assessment, discover that the Property is contaminated, Buyer's sole remedies will be to accept all the Property "as is" and close this transaction or to notify Seller of such contamination, declare this Agreement void and receive a full refund of the Deposit. Provided, however, Seller acknowledges that applicable law may require that Buyer or its consultants disclose such contamination to the applicable governmental authorities and Buyer shall have no liability to Seller for the discovery thereof unless such contamination is caused by Buyer's release of the same on the Property or failure to obtain Seller's advance written consent prior to Buyer's performance of invasive environmental testing.

13. All warranties and covenants in this Agreement have been relied upon as material inducements for entering into this Agreement and shall survive the Closing and the passage of title for a period of twelve (12) months.

14. The Property covered by this Agreement is being sold by the tract or boundary and not by the acre. Buyer will be responsible for all costs pertaining to any surveys which Buyer may have done in conjunction with this transaction.

15. Seller has not offered the Property covered by this Agreement by or through any realtor or real estate broker or sales agent, and will pay all sales commissions, if any, on the contracting for sale or Closing of the sale of the Property.

16. The Property is sold subject to existing easements and rights-of-way for public roads and highways and public utilities, if any, extending into, through, over, or across the Property. Further, the Property is subject to all applicable Federal, state and county laws, rules, regulations and ordinances. The Property is further subject to the plat, covenants, restrictions, zoning, government requirements, boundary lines, improvements, encroachments, and to such other matters as an accurate survey and inspection of the Property might disclose.

17. Subject to the contingencies contained herein, it is expressly agreed that if Buyer fails or refuses to comply with the conditions assumed by Buyer, or to perform all of Buyer's obligations hereunder, Seller may, as its sole remedy, retain the Deposit and rescind and terminate the Agreement, whereupon all rights and obligations hereunder shall cease and terminate.

18. It is expressly agreed that if Seller fails or refuses to perform Seller's obligations hereunder, including the furnishing of good title as herein defined and transfer of possession as agreed, Buyer shall have the deposit refunded to Buyer by Seller and Buyer may:

- (a) Rescind and terminate the Agreement, whereupon all rights and obligations hereunder shall cease and terminate; or
- (b) Pursue any remedy available to Buyer, in law or equity, including an action to compel specific performance of this Agreement, or one for damages for breach.

19. This Agreement constitutes the entire agreement between the parties. No representations, warranties or promises not expressly referred to herein nor any waivers or modifications not in writing and duly signed by Seller will be binding.

20. Commencing on the date of this Agreement and continuing until Closing, Buyer and Buyer's agents, employees, contractors, engineers, and consultants shall have the right to enter on the Property for the purpose of conducting surveys, investigation, and testing of the Property which Buyer reasonably determines to be necessary or appropriate. All such work shall be at Buyer's expense. Buyer shall be responsible for all loss, cost, or claim arising directly or indirectly from the act or omission of Buyer, its agents, employees, or contractors.

21. Time is of the essence in the acceptance and execution of this Agreement. If Seller has not executed this Agreement by 5PM on March 11, 2020, and an executed original thereof provided to Buyer prior to such time, this Agreement shall automatically be deemed void and of no further force and effect and the parties shall bear no obligation to the other.

22. Any notice, request, demand, instruction or other communication to be given to either party hereunder, except those required to be delivered at Closing, shall be in writing, and shall be deemed to be given (a) upon receipt if (i) hand delivered, (ii) delivered by recognized overnight courier service, or (iii) three (3) business days after deposit of such notice in registered or certified mail, return receipt requested, addressed as follows:

IF TO BUYER:

Teresa Wilson
City Manager
City of Columbia
P. O. Box 147
Columbia, South Carolina 29217

WITH A COPY TO:

Missy Gentry
Assistant City Manager
City of Columbia
P. O. Box 147
Columbia, South Carolina 29217

IF TO SELLER:

Indigo Associates LLC
c/o Charles C. Thompson, Manager
2116 College Street, Suite 200
(PO Box 50909-US MAIL ONLY)
Columbia, South Carolina 29250

WITH A COPY TO:

Rogers Townsend LLC
c/o Stuart M. Lee, Esquire
1221 Main Street, 14th Floor
Columbia, South Carolina 29201

IF TO ESCROW AGENT:

Rogers Townsend LLC
c/o Stuart M. Lee, Esquire
1221 Main Street, 14th Floor
Columbia, South Carolina 29201

The addresses for the purpose of this article may be changed by either party by giving notice of such change to the other party in the manner provided herein for giving notice. For the purpose of changing such addresses or addressees only, unless and until such written notice is received, the last address and addressee stated herein shall be deemed to continue in effect for all purposes.

23. Seller shall take all necessary action to satisfy the standard and customary requirements of Buyer's title insurer which are applicable to Seller and necessary to enable Buyer to procure an owner's policy of title insurance without exception to the standard exceptions contained in an owner's policy of title insurance.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement effective as of the date of the last signature hereinbelow.

WITNESSES:

SELLER: Indigo Associates LLC

By: Charles C. Thompson, Manager
Date: _____

By: Allen S. Guignard, Manager
Date: _____

BUYER: City of Columbia

_____ p _____

By: Teresa B. Wilson
Date: _____

ESCROW AGENT:

By: Stuart M. Lee, Esquire
Date: _____

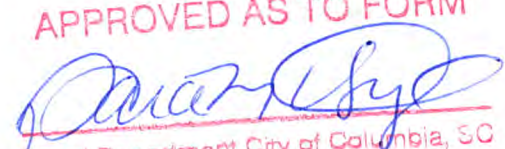
APPROVED AS TO FORM

Legal Department City of Columbia, SC

EXHIBIT "A"**PROPERTY DESCRIPTION**

All that piece, parcel or tract of land containing 3.4 acres more or less situate, lying and being in Richland County, South Carolina, immediately West of the City Limits of Columbia between the right-of-way of Columbia Canal and what would be Roberts St. if opened, and bounded as follows: On the north by what would be an extension of Elmwood Ave. in the city of Columbia if same were extended in a westerly direction; east by western line of Roberts St. if same were opened; and on the south and west by the line of right-of-way of the Columbia Canal. This property is shown upon a plat made by Thomas Lee dated Jan. 30, 1883 and recorded in the Office of the Clerk of Court for Richland County in Plat Book A, at page 49, an enlarged copy of which, made by D. B. Miller, C.E. was recorded in the Clerk's office on April 17, 1908 in Plat Book A at page 201. This is the same property heretofore conveyed to the Lexington Holding Co. by deed recorded in the Clerk's office on May 26, 1955 in Deed Book 160, page 4756.

This property was subsequently annexed to the City of Columbia.

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