



COLUMBIA CITY COUNCIL MEETING AGENDA TUESDAY, MARCH 6, 2018

The City Council will conduct a Work Session & Council Meeting at 2:00 p.m. and 6:00 p.m. on Tuesday, March 6, 2018 at City Hall, 1737 Main Street, 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

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.

ROLL CALL

INVOCATION

CITY COUNCIL DISCUSSION

1. Fiscal Year 2018 / 2019 General Fund Department Revenue Proposals - Ms. Missy Caughman, Budget and Program Management Director
2. Comprehensive Annual Financial Report for Fiscal Year ending June 30, 2017 - Mr. Bud Addison, Audit Senior Manager for Webster Rogers, LLP
3. Boil Water Notification Process - Mr. Joey Jaco, P.E., Utility Operations Director

EXECUTIVE SESSION

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

*Bull Street Development
Lower Richland Sewer Agreement
Bond Counsel*

5. Discussion of negotiations incident to the proposed purchase of property pursuant to S.C. Code §30-4-70(a)(2) **Removed**

North Columbia



We Are Columbia

COLUMBIA CITY COUNCIL MEETING AGENDA TUESDAY, MARCH 6, 2018

Rosewood Community

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

Evalena Catoe as Personal Representative for the Estate of Richard Catoe, Jr., deceased, v. City of Columbia

Frank J. Cumberland, Jr., Individually and as Class Representatives v. City of Columbia

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

Boards and Commissions

8. 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)

Affordable Housing Initiative

COUNCIL MEETING - 6:00 P.M.

ROLL CALL

PLEDGE OF ALLEGIANCE

INVOCATION

ADOPTION OF THE AGENDA

PUBLIC INPUT RELATED TO AGENDA ITEMS

APPROVAL OF MINUTES

9. Council is asked to approve the February 20, 2018 City Council Meeting Minutes.

CONSENT AGENDA ITEMS 10 THROUGH 23

10. Council is asked to approve the Purchase of two (2) International Durastar 4000 Trash Trucks, as requested by the Fleet Services Division. Award to Carolina International Trucks, Inc. a certified Local Business Enterprise, using the SC State Contract in the amount of \$146,556.00. This vendor is located in Columbia, SC.



We Are Columbia

COLUMBIA CITY COUNCIL MEETING AGENDA TUESDAY, MARCH 6, 2018

Funding Source: Utilities, Capital Replacement - Auto, Trucks, Heavy Equipment Capital: 6308972-658500. The original budgeted amount is \$150,380.00.

11. Council is asked to approve the Purchase of two (2) Side Loader Refuse Trucks, as requested by the Fleet Services Division. Award to Carolina Environmental Systems, Inc using the National Joint Powers Alliance Contract in the amount of \$528,800.00. This vendor is located in Kernersville, NC.

Funding Source: Capital Replacement-Auto, Trucks, Heavy-Equipment Capital; 6308972-658500. The original budgeted amount is \$528,800.00.

12. Council is asked to approve the Purchase of two (2) Air Sweeper Trucks, as requested by the Fleet Services Division. Award to TYMCO, Inc. using the Helping Governments Across the Country Cooperative Purchasing Agreement in the amount of \$560,540.00. This firm is located in Waco, TX.

Funding Source: Solid Waste Street Sweeping- Auto, Trucks, Heavy Equipment Capital; 5534408-658500. The original budgeted amount is \$599,999.40.

13. Council is asked to approve the Purchase of a Custom Cab Pumper Fire Truck, as requested by the Fleet Services Division. Award to Safe Industries using the Helping Governments Across the Country Cooperative Purchasing Agreement in the amount of \$582,830.00. This vendor is located in Easley, SC.

Funding Source: Capital Replacement-Auto, Trucks, Heavy Equipment Capital; 6308972-658500. The original budgeted amount is \$596,000.00.

14. Council is asked to ratify an Emergency Procurement for the Repair of Asphalt Roadway and the Installation of a New Fire Hydrant at the intersection of Farrow Road and Pine Wedge Drive, as requested by Columbia Water. Award to G.H Smith Construction Co. a certified Local Business Enterprise, in the amount of \$50,100.00. This firm is located in Columbia, SC.

Funding Source: Engineering -SPC Contracts (W/S,SW); 5511706-638305. The original budgeted amount is \$50,100.00.

15. Council is asked to ratify Emergency Project WM4432 for the Construction of a 6" Water Main at Windsong Point Lane and Windsong Island Lane, as requested by Columbia Water. Award to G.H Smith Construction Co. a certified Local Business Enterprise, in the amount of \$206,850.00 This firm is located in Columbia, SC.



COLUMBIA CITY COUNCIL MEETING AGENDA TUESDAY, MARCH 6, 2018

Funding Source: Water & Sewer Capital Projects – Capital Projects Cost; 5529999-658650 WM4432. The original budgeted amount is \$206,850.00.

16. Council is asked to approve an Agreement for Project SS7335-A; Services to Designate, Mark, and Record Easement Boundary over Sanitary Sewer Force Mains, as requested by Columbia Water. Award to American Engineering Consultants, Inc., in an amount not to exceed \$250,000.00. This firm is located in Cayce, SC.

Funding Source: Water Maintenance Budget; 5516205-638305. The original budgeted amount is \$250,000.00.

17. Council is asked to ratify an Emergency Procurement for eight (8) Waterline Breaks throughout the City, as requested by Columbia Water. Award to Carolina Tap and Bore, a certified Local Business Enterprise, in the amount of \$253,576.00. This firm is located in West Columbia, SC.

Funding Source: Engineering – SPC Contracts, (W/S, SW); 5511706-638305. The original budgeted amount is \$253,576.00.

18. Council is asked to approve a Maintenance Services Agreement for the Devil's Ditch Waterway Project, as requested by Columbia Water. Award to Richland County in the amount of \$406,073.80.

Funding Source: CIP FY14/15 Stormwater; 5549999-SD838901-658650. The original budgeted amount is \$406,073.80.

19. Council is asked to approve a Contract for Project SS7284; Train 1 Aeration Improvements at the Metro Wastewater Treatment Plant, as requested by Columbia Water. Award to M.B. Kahn Construction Co. Inc., in an amount not to exceed \$28,488,500.00. This firm located in Columbia, SC.

Funding Source: 5529999-658650; Water & Sewer Capital Project Cost. The original budgeted amount is \$18,000,000. The remaining balance of \$3,995,700 will be transferred from Unforeseen and Miscellaneous Project SS728801 and \$6,492,800 will be transferred from East Rocky Branch Improvements Phase II Project SS733702.

This is a Clean Water 2020 Program Project and a Subcontracting Outreach Program Project.

The following sub-consultants will provide additional services:

The DESA Group of Columbia, SC will provide pipe and air diffusers at \$2,845,023.00 (10%) of the



COLUMBIA CITY COUNCIL MEETING AGENDA TUESDAY, MARCH 6, 2018

contract value.

Corley Construction of Columbia, SC will provide hauling and material disposal services at \$14,400.00 (0.05%) of the contract value.

L.A. Barrier of Columbia, SC will provide furnishing stones at \$41,558.00 (0.15%) of the contract value.

K & D Masonry of Columbia, SC will provide concrete flat work, curb and gutter services at \$80,442.00 (0.28%) of the contract value.

Industrial HVAC of Boone, NC will provide HVAC services at \$272,000.00 (0.95%) of the contract value.

Harrelson Painting of Swansea, SC will provide painting services at \$215,000.00 (0.75%) of the contract value.

Heyward Services of Charlotte, NC will provide process equipment supplies at \$3,526,885.00 (12.4 %) of the contract value.

Gregory Electric of Columbia, SC will provide electrical services at \$6,187,335.00 (21.7%) of the contract value.

20. Resolution No.: R-2018-007 Amending Resolution No.: R-2017-096 - Authorizing consumption of beer and wine only at the See Spot Run 5K Race and Family Festival in Earlewood Park to change the date of the event from Saturday, March 31, 2018 to Saturday, April 28, 2018
21. Resolution No.: R-2018-014 - Authorizing consumption of beer and wine only at the Indie Grits Closing Day Concert in the 3900 and 4000 blocks of Monticello Road and 900 block of Jackson Avenue on Sunday, April 15, 2018
22. Resolution No.: R-2018-016 - Authorizing consumption of beer and wine only at the NOCO Music Series in the Earlewood Park Amphitheater area on Tuesdays, March 6 , April 3, May 1, June 5, September 4 , October 2, November 6, 2018 with rain contingency dates of Tuesdays, March 13, April 10, May 8, June 12, September 11, October 9 and November 13, 2018
23. Resolution No.: R-2018-017 - Authorizing consumption of beer and wine only at the Vedi, Vini, Bocce Fundraising Tournament for Special Olympics, SC in Earlewood Park on Sunday, March 18 2018 with a rain contingency date of Sunday, March 25, 2018

RESOLUTION



COLUMBIA CITY COUNCIL MEETING AGENDA TUESDAY, MARCH 6, 2018

-
24. Resolution No.: R-2018-018 - Permitting the Fire Department to collect money for the Muscular Dystrophy Association (March 21-23)

PRESENTATIONS

25. Recognition of the 2017 Stephen G. Morrison Visionary Award Recipient - The Honorable Mayor Stephen K. Benjamin **Removed**

Dr. Bobby Donaldson

26. Recognition of the Mentor Protégé College Participants - Ms. Melissa Lindler, Director for the Office of Business Opportunities

To recognize the participants of the City of Columbia Mentor Protégé College by presenting certificates of completion.

27. Childhood Cancer Awareness Day Proclamation - The Honorable Mayor Stephen K. Benjamin

28. Bleeding Disorders Awareness Month Proclamation - The Honorable Mayor Stephen K. Benjamin

29. American Red Cross Day Proclamation - The Honorable Stephen K. Benjamin

30. Recognition of the Canvas Eruption Award Recipients - The Honorable Edward McDowell, Jr.

31. Historic Columbia Update - Ms. Kim Jamieson, Historic Columbia Board Liaison for the City of Columbia and Ms. Jaelyn Ellis, Student Volunteer

ORDINANCES - FIRST READING

32. Ordinance No.: 208-004 - Authorizing the City Manager to execute an Eleventh Amendment to Purchase Agreement between the City of Columbia and Bright-Meyers 2001 LLC for the sale of 5.97 +/-acres (Capital City Stadium), Richland County TMS #11204-02-02

RESOLUTIONS

33. Resolution No.: R-2018-002 - First Extension of Bull Street Development Agreement
-



We Are Columbia

COLUMBIA CITY COUNCIL MEETING AGENDA TUESDAY, MARCH 6, 2018

-
- 34. Resolution No.: R-2018-008 - Ratifying the execution of a District Office Lease Amendment and Lease Attachment between the City of Columbia and U.S. House Representative James E. Clyburn for approximately 5,199.50 square feet of office space known as Suite 200, 1225 Lady Street
 - 35. Resolution No.: R-2018-019 - Authorizing the City Manager to execute a Professional Services Agreement between the City of Columbia and Bewegan Technologies, Inc. for management of a Bike Share System

OTHER MATTERS

- 36. Council is asked to approve requests for funding from the Hospitality Tax Fund and to amend the Fiscal Year 2017/2018 Hospitality Tax Budget.
- 37. Council is asked to approve the Installation of four (4) Speed Humps on Waccamaw Avenue, as requested by the Public Works Department. **Removed**

The Columbia Police Department and Fire Department approved the proposed locations.

- 38. Boyd Island Project Temporary Construction License (Three Rivers Greenway)

CONSIDERATION OF MATTERS DISCUSSED DURING THE WORK SESSION

CITY COUNCIL COMMITTEE REPORTS / REFERRALS

APPEARANCE OF THE PUBLIC



We Are Columbia

MEETING DATE: March 6, 2018

DEPARTMENT: Budget & Program Management

FROM: Missy Caughman,

SUBJECT: Fiscal Year 2018 / 2019 General Fund Department Revenue
Proposals - Ms. Missy Caughman, Budget and Program
Management Director

FINANCIAL IMPACT:

CLEAN WATER 2020?: No

STRATEGIC GOALS: Provide high quality municipal services

As we proceed with FY 18/19 budget preparations and as requested by City Council during the previous budget deliberations, we are bringing forward revenue options for the General Fund that help to cover the cost of services provided and help to economically distribute costs across all who benefit from the services provided. It is important that we discuss the elements of a revenue structure for the General Fund that supports the services provided. Below are two proposals that we bringing forward during the March 6 Work Session:

Public Works Street Light Fee

Implement a service/impact fee to all city parcels for street lights. Staff has proposed a \$5.00 per month fee for the estimated 45,506 parcels. Based on our estimates, if this fee were applied the estimated revenues would be \$2,730,360 which would cover the current electrical street lighting expenditures. The City currently leases over 9,400 street lights from SCE&G, and owns/maintains 2,330 lights, mostly decorative.

Parks & Recreation User Fees

Parks & Recreation has proposed an update to rates for various user fees that were first presented last September. Rate adjustments are proposed for Swimming, Summer Day Camps, Art Center Classes and Event Vendor Fee. The fee adjustments keep us in line with other programs and centers in the area.

Staff will be prepared to discuss the above proposals and future action. Any new or changes in fees and charges require a public hearing. As we continue through the budget process, we are evaluating the various sources of revenue that support the General Fund programs and services offered. We look forward to discussing these matters further with you.



We Are Columbia

MEETING DATE: March 6, 2018

DEPARTMENT: Finance

FROM: *Jan Alonso, Finance Director*

SUBJECT: **Comprehensive Annual Financial Report for Fiscal Year ending June 30, 2017 - Mr. Bud Addison, Audit Senior Manager for Webster Rogers, LLP**

REQUISITION NO.: Ms. Jan Alonso, Finance Director

FINANCIAL IMPACT:

ATTACHMENTS:

- **#a:** Fy 2017 CAFR



We Are Columbia

MEETING DATE: March 6, 2018

DEPARTMENT: Utility Operations

FROM: *Joey Jaco, Director of Utility Operations*

SUBJECT: Boil Water Notification Process - Mr. Joey Jaco, P.E., Utility Operations Director

FINANCIAL IMPACT:

STRATEGIC GOALS: Provide high quality municipal services

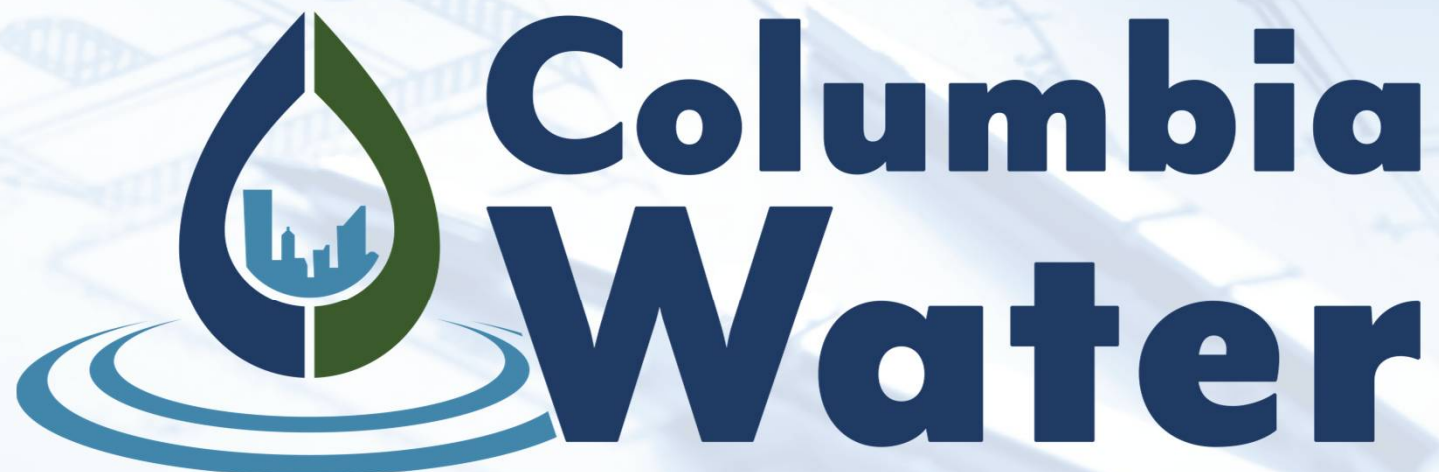
ATTACHMENTS:

- **#a:** Boil Water Notification (PDF)

Boil Water Notification Process

Clint Shealy, PE, ACM Columbia Water

Joey Jaco, PE, Director of Utilities



Drinking Water • Wastewater • Stormwater

What is the difference between a Boil Water Advisory and Notice?

- Boil Water Advisory (BWA) is issued when there is a **POTENTIAL** for contamination.
 - Water main break
 - Complication with treatment process
 - Loss of pressure in a significant portion of the distribution system
- Boil Water Notice (BWN) is issued when there is a **CONFIRMED** contamination.
- Repeal is issued after necessary repair and bacteriological testing is complete.

Notification Process

- Small area, door hangers are distributed
 - Less than 25 homes and no schools or restaurants
- Large area, contact list includes:
 - SCDHEC
 - Customer Care and City Employees
 - School Districts
 - Towns and Counties
 - Local Media
 - Nixle (pushes information to Twitter and Facebook)
 - Everbridge (notifies all registered users in affected area)



Notification Process

- Nixle   
 - Online database of all active Boil Water Advisories & repeals
 - Pushes alerts to Columbia Water social media (Facebook/Twitter)
 - Available to the public: local.nixle.com/city-of-columbia-water-and-sewer/
- Everbridge 
 - Automatically includes all available landline numbers (landline holders *will receive* emergency alerts without signing up)
 - Any customer can opt in for cell phone, text, and email alerts
 - Customers can choose what type of alerts to receive and can opt-in for additional locations like work, home, and school
 - Sign up at: www.ColumbiaSC.net/911/citizen-alerts

More Information

- <https://www.ColumbiaSC.net/drinking-water/advisories>

The screenshot shows the City of Columbia website. At the top, there are social media icons for Facebook, Twitter, YouTube, and Instagram. Below them are the City of Columbia logo and the text "CITY OF COLUMBIA". A search bar with the word "SEARCH" is on the right. A navigation menu includes links for DEPARTMENTS, ABOUT, CITY COUNCIL, SERVICES, BUSINESS, and CONTACT. The main content area is titled "Boil Water Advisories & Repeals" with a breadcrumb trail: Home > Drinking Water > Boil Water Advisories & Repeals. There are four columns of links: Utilities & Engineering, Drinking Water, Stormwater, and Wastewater. The Drinking Water column includes links for Report A Concern, Boil Water Advisories & Repeals, Program Documents, Regulatory Programs & Permits, Educational Programs, and About Drinking Water Quality. The Stormwater column includes links for Awards, Conserve Columbia, Drink Tap!, Drinking Water FAQ, Water Works System Facts, For More Information, and Floodplain Management. Below the links, a paragraph states: "Columbia Water works diligently to protect our customers' tap water. In the event of a water line rupture crews are dispatched immediately to help prevent the possible contamination through that break." Below this paragraph are two links: "Sign Up to Be Notified! | What is a Boil Water Advisory?" and "More About Boil Water Advisories". A section titled "Sign Up to be Notified!" contains a box with the text "Register for alerts & advisories by e-mail, phone & text message from us. It's Free & Easy! CRA Columbia - Richland Alerts" and a link "Columbia - Richland Alerts". Below this is a link "Sign up for Columbia - Richland Alerts!". At the bottom, a paragraph states: "You can receive phone, e-mail or text messages when a Boil Water Advisory or Repeal is issued in your area." Below this is a link "Columbia - Richland Alerts?".

Boil Water Advisories & Repeals

Home > Drinking Water > Boil Water Advisories & Repeals

Utilities & Engineering
 Latest Engineering News
 Engineering Regulations
 Forms & Documents
 Engineering Bids
 Business Outreach
 Property Services

Drinking Water
 → Report A Concern
 → Boil Water Advisories & Repeals
 → Program Documents
 → Regulatory Programs & Permits
 → Educational Programs
 → About Drinking Water Quality

→ Awards
 → Conserve Columbia
 → Drink Tap!
 → Drinking Water FAQ
 → Water Works System Facts
 → For More Information
Floodplain Management

Stormwater
Wastewater
 Educational Programs
 Contact us

Columbia Water works diligently to protect our customers' tap water. In the event of a water line rupture crews are dispatched immediately to help prevent the possible contamination through that break.

[Sign Up to Be Notified! | What is a Boil Water Advisory?](#)
[More About Boil Water Advisories](#)

Sign Up to be Notified!

Register for alerts & advisories by e-mail, phone & text message from us.
It's Free & Easy! **CRA**
 Columbia - Richland Alerts

[Columbia - Richland Alerts](#)

Sign up for [Columbia - Richland Alerts!](#)

You can receive phone, e-mail or text messages when a Boil Water Advisory or Repeal is issued in your area.

[Columbia - Richland Alerts?](#)



We Are Columbia

MEETING DATE: March 6, 2018

DEPARTMENT: City Clerk

FROM: *Erika Moore, City Clerk*

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

PURPOSE: Bull Street Development
Lower Richland Sewer Agreement
Bond Counsel

FINANCIAL IMPACT:



We Are Columbia

MEETING DATE: March 6, 2018

DEPARTMENT: City Clerk

FROM: *Erika Moore, City Clerk*

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

PURPOSE: North Columbia
Rosewood Community

FINANCIAL IMPACT:



We Are Columbia

MEETING DATE: March 6, 2018

DEPARTMENT: Legal Department

FROM: *Shari Ardis, Legal Office Manager*

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

PURPOSE: Evalena Catoe as Personal Representative for the Estate of Richard Catoe, Jr., deceased, v. City of Columbia
Frank J. Cumberland, Jr., Individually and as Class Representatives v. City of Columbia

FINANCIAL IMPACT:



We Are Columbia

MEETING DATE: March 6, 2018

DEPARTMENT: City Clerk

FROM: *Erika Moore, City Clerk*

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

PURPOSE: Boards and Commissions

FINANCIAL IMPACT:



We Are Columbia

MEETING DATE: March 6, 2018

DEPARTMENT: City Clerk

FROM: *Erika Moore, City Clerk*

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

PURPOSE: Affordable Housing Initiative

FINANCIAL IMPACT:

STRATEGIC GOALS: Collaborate and partner with entities



We Are Columbia

MEETING DATE: March 6, 2018

DEPARTMENT: City Clerk

FROM: *Erika Moore, City Clerk*

SUBJECT: Council is asked to approve the February 20, 2018 City Council Meeting Minutes.

FINANCIAL IMPACT:

ATTACHMENTS:

- **#a:** MN_02_20_2018_D (PDF)



**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, FEBRUARY 20, 2018**

WORK SESSION - 2:00 P.M.

The Columbia City Council met for a Work Session on Tuesday, February 20, 2018 at City Hall, 1737 Main Street, Columbia, South Carolina 29201. The Honorable Mayor Stephen K. Benjamin called the meeting to order at 2:26 p.m. and the following members of Council were present: The Honorable Sam Davis, the Honorable Tameika Isaac Devine, the Honorable Howard Duvall, Jr., the Honorable Edward McDowell, Jr., and the Honorable Daniel Rickenmann. The Honorable Moe Baddourah was absent. Also present were Ms. Teresa Wilson, City Manager and Ms. Erika D. Moore, City Clerk. This meeting was advertised in accordance with the South Carolina Freedom of Information Act.

INVOCATION

The Honorable Mayor Stephen K. Benjamin offered the invocation.

FINANCIAL REPORT

1. Ms. Jan Alonso, Finance Director will be present to answer questions regarding the November 2017 Financial Report.

Councilor Duvall expressed concerns about the monthly reports being behind schedule. He asked for an update on the 2017 audit.

Ms. Teresa Wilson, City Manager said that an update will be provided on March 6, 2018.

CITY COUNCIL DISCUSSION

2. Water and Sewer Rate Study: Initial Presentation - Mr. Robert Chambers, Financial and Utility Management Consultant for Black and Veatch Management Consulting, LLC

Mr. Jeff Wells, Client Director for the City of Columbia / Black and Veatch Management Consulting, LLC thanked the members of Council for keeping water and sewer as a focal point in moving forward financially.

Mr. Robert Chambers, Financial and Utility Management Consultant for Black and Veatch Management Consulting, LLC presented an overview of the water and sewer rates. He said financial planning for water and sewer impacts customers and it affects how we do business. He presented the City's key drivers, which includes the increased demand for utility services; a more



**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, FEBRUARY 20, 2018**

diverse, informed, and focused customer base; sustainable implementation of the capital and operating programs; maintaining revenue stability; and enhancing stakeholder engagement. The goal is to produce revenues that meet the financial. He provided an update on the revenue adjustments for fiscal year 2013 through 2017 and he presented financial planning scenarios for fiscal year 2017 through 2022. He presented the water industry report for infrastructure and a plan for integrating financial planning.

Councilor McDowell asked about the customer class equity.

Mr. Robert Chambers, Financial and Utility Management Consultant for Black and Veatch Management Consulting, LLC explained that services will be charged to customers requesting certain amenities. The goal is to provide balanced equality for all customers and the City will gain equity on what it will cost to provide services to the customer. He presented the project approach for reduced revenue growth; implementing capital programs; providing service to new bulk use customers; impact fee analysis; and maintaining and enhancing financial metrics. He described the study approach for impact fees as a contribution from a new customer solely for the construction and development of water and wastewater system facilities. The study approach is the fundamental principle that establishes a relationship between the nature of the service required and the cost to provide the service. He presented the buy-in approach, the incremental cost approach, and the combined systems approach for impact fees.

The member of Council thanked Mr. Chambers for the presentation. There were no questions at this time.

3. Review of requests for funding from the Hospitality Tax Fund Surplus

Ms. Teresa Wilson, City Manager explained that this will be a discussion on hospitality tax surplus funding to include amending the fiscal year 2017 /2018 hospitality tax budget. She said an action is required at tonight's City Council Meeting.

Councilman Davis asked about the remaining balance.

Ms. Teresa Wilson, City Manager said there was a total of \$780,000: \$120,000 was approved last week, and the current balance is \$643,000.

Councilor Rickenmann expressed concerns about the additional funding request from the City Center Partnership.



**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, FEBRUARY 20, 2018**

Ms. Dee Dee Fanning, Grants Administrator / Community Projects Liaison said we currently have three (3) groups that are responsible for clean and safety. Two of the groups are assigned to the Vista and Five Points communities. The committee decided to combine the clean and safe programs for fiscal year 2017/2018.

Councilor Rickenmann asked about the allocated funding for each organization.

Ms. Dee Dee Fanning, Grants Administrator / Community Projects Liaison said the City Center Partnership received \$260,000; the Congaree Vista Guild received \$260,000; and Five Points received \$229,000 overall to include the clean and safe program funding.

Councilor Devine inquired about the additional funding for fiscal year 2018/2019 for the clean and safe program for Five Points.

Ms. Dee Dee Fanning, Grants Administrator / Community Projects Liaison said they are asking for money that didn't get funded this fiscal year.

Councilor Rickenmann sought clarity about the commitment to fund the Vista clean and safe program for fiscal year 2018/2019.

Ms. Teresa Wilson, City Manager said they are asking for a three year commitment. We are presenting this to Council as an option for your consideration. When the committee meets in March 2018, hopefully they will sustain them at their requested level for fiscal year 2018/2019.

Councilor Rickenmann said we need to put money aside in a separate account for surplus funding for each fiscal year.

Councilor McDowell asked about access to the the groups' financials.

Ms. Dee Dee Fanning, Grants Administrator / Community Projects Liaison said Zoom Grants will allow you to review applications and financial information to include previous allocations.

Mayor Benjamin said it would be helpful to have four to five data references for each organization. This will help with the future consideration of funding.

Councilor Devine agreed that money should be set aside in fiscal year 2018/2019. She noted that Black Pages was previously allocated \$25,000. She suggested a funding increase to \$50,000 for fiscal year 2018/2019.



**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, FEBRUARY 20, 2018**

Councilor Rickenmann said we need a weaning process. This will give more opportunity for new organizations to apply for funding.

Councilor Devine expressed concerns about the group's performance if the funding is dwindled.

Councilor McDowell asked about the accountability of the Hospitality Tax Committee.

Mr. John Whitehead, Chair of the Hospitality Tax Advisory Committee said the committee is concerned with spreading funding around the community. The goal is to provide a steady funding source for the arts community. The committee looks for ways to supplement each organization and not to give them everything they need. We are dedicated to helping every organization fill out their application to ensure they are meeting the requirements.

Mayor Benjamin said this is a human process which requires shifting priorities and values for certain types of events. The connection between events and driving more hospitality funds is getting more tenuous. We need to use these resources to improve the equity, innovation and quality of life for every organization. Having money set aside will give us the latitude we need to make more decisions. There are some urgent needs that we will have to address at tonight's meeting. He expressed concerns about the remaining \$643,000 surplus being over budgeted.

Mr. Jeff Palen, Assistant City Manager/Chief Financial Officer said our revenue collections are usually higher in April, May, and June. Currently, we are barely on budget from January 2018. As we continue to collect, we will more than likely have a surplus for the next fiscal year.

Councilor Duvall presented a proposal for setting up four categories for hospitality tax funding. The first category will include signing a contract with cultural groups to assure they will provide the specified services and the City will provide the funding. The second category will allow the committee to be more involved with issuing funding. The third category will include setting money aside for helping new organizations. The fourth category will include funding capital projects.

Councilor Davis asked about the audit process for the proposed categories.

Councilor Duvall said all groups will be subject to an audit.

Councilor Rickenmann expressed concerns about signing a contract with cultural groups.



**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, FEBRUARY 20, 2018**

Ms. Teresa, City Manager said we have to be cautious on how we express the deliverables for each contract.

Mayor Benjamin said we need a system that is accountable. We will need to spend more time understanding the fundamental philosophy for each category. I am interested in the efficiency of our process, but we will need a more inclusive approach for each organization. He asked staff to bring back recommendations for fiscal year 2018/2019 in April 2018 to include a discussion of Mr. Duvall's proposal. He listed the organizations that will need funding approval at tonight's meeting.

Councilor Devine asked that \$25,000 be added for Black Expo.

Councilor Duvall said I will not support the recommendations. He suggested carrying forward the surplus balance to fiscal year 2018/2019 budget.

Mayor Benjamin clarified that the consideration for approval from the new list will be the Language Buzz Foundation, Palmetto Opera, Five Points Association Food and Wine Festival, Sally Salamander-Expansion Walking Tour, and Black Expo. Consideration from the previous list will be Security Cameras, City Center Partnership Ambassador Program, Palmetto Capital City Classic, NCAA Basketball Tournament, State Firefighters Conference, Regional Sports Council, and Girl Scouts.

Ms. Teresa Wilson, City Manager thanked Grants Professional Ms. Chris Segars for five (5) years services with the City of Columbia.

EXECUTIVE SESSION

Upon a motion made by Mr. Duvall and seconded by Ms. Devine, Council voted unanimously to enter into Executive Session at 4:06 p.m. for the discussion of **Items 4** through **8** as amended to include the discussion of negotiations incident to the proposed purchase of property in North Columbia and the Rosewood Community pursuant to S.C. Code §30-4-70(a)(2).

4. Receipt of legal advice relating to a pending, threatened or potential claim – S.C. Code §30-4-70(a)
 - *City of Charleston, SC, City of North Charleston, SC, City of Columbia, SC, City of Myrtle Beach, SC and Town of Hilton Head Island, SC vs. Hotel-Guides.Com, Inc. (f/k/a Hotel-Guides.US, Inc.), et al. (Failure to pay business license fee)*



We Are Columbia

**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, FEBRUARY 20, 2018**

-
- *Larry Strickland, et al. v. City of Columbia*
5. Receipt of legal advice related to matters covered by attorney-client privilege pursuant to S.C. Code §30-4-70(a)(2)
 - *Extended Hours Permits for Commercial Establishments*
 - *Railroad Referendum*
 - *Security Measures*
 6. Discussion of matters relating to proposed location or expansion of services to encourage location or expansion of industries or other businesses pursuant to S.C. Code §30-4-70(a)(2)
 - *Sewer Expansion Fees*
 7. Discussion of negotiations incident to proposed contractual arrangements pursuant to S.C. Code §30-4-70(a)(2)
 - *Capital City Stadium*
 - *Bull Street Development*
 - *Lower Richland Sewer Agreement*
 - *Carolina Water*
 - *Park Repairs*
 8. Discussion of employment of an employee pursuant to S.C. Code §30-4-70(a)(2)

Council adjourned the Executive Session at 5:40 p.m.



We Are Columbia

**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, FEBRUARY 20, 2018**

COUNCIL MEETING - 6:00 P.M.

The Columbia City Council conducted a meeting on Tuesday, February 20, 2018 at City Hall, 1737 Main Street, Columbia, South Carolina 29201. The Honorable Mayor Stephen K. Benjamin called the meeting to order at 6:15 p.m. and the following members of Council were present: The Honorable Sam Davis, the Honorable Tameika Isaac Devine, the Honorable Howard Duvall, Jr., the Honorable Edward McDowell, Jr., and the Honorable Daniel Rickenmann. The Honorable Moe Baddourah was absent. Also present were Ms. Teresa Wilson, City Manager and Ms. Erika D. Moore, City Clerk. This meeting was advertised in accordance with the South Carolina Freedom of Information Act.

PLEDGE OF ALLEGIANCE

INVOCATION

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

ADOPTION OF THE AGENDA

Upon a motion made by Mr. McDowell and seconded by Mr. Rickenmann, Council voted unanimously to adopt the agenda.

PUBLIC INPUT RELATED TO AGENDA ITEMS

No one appeared at this time.

APPROVAL OF MINUTES

9. Council is asked to approve the December 19, 2017 and February 6, 2018 City Council Meeting Minutes.

Upon a motion made by Mr. Rickenmann and seconded by Mr. McDowell, Council voted unanimously to approve the December 19, 2017 and February 6, 2018 City Council Meeting Minutes.



**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, FEBRUARY 20, 2018**

CONSENT AGENDA ITEMS

Upon a single motion made by Mr. Davis and seconded by Ms. Devine, Council voted unanimously to approve the **Consent Agenda Items 10** through **18**.

10. Council is asked to approve the Purchase of two (2) Chevrolet Tahoes for the Police Department, as requested by the Fleet Services Division. Award to Love Chevrolet, using the SC State Contract in the amount of \$66,468.00. This vendor is located in Columbia, SC. *Funding Source: US Justice Grants Control - Auto, Trucks, Heavy Equipment-Capital / FY18 Highway Safety Grant - Auto, Trucks, Heavy Equipment-Capital 2659999-658500 / 9210006018-658500. The original budgeted amount is \$66,468.00. – Approved*

11. Council is asked to approve Annual Software and License Support Services for Cityworks, as requested by the Information Technology Services Department. Award to Azteca Systems, LLC in the amount of \$100,000. This firm is located in Sandy, UT. *Funding Source: Public Works Administration - Computer Equipment/Hardware 1011124-627500 (\$1,990.00); Public Works Administration – Maintenance & Service Contract 1011124-638200 (\$5,000.00); Forestry Horticulture – Maintenance & Service Contract 1011217-638200 (\$7,500.00); Streets: Street & Sidewalk Repair - Maintenance & Service Contract 1013201-638200 (\$2,000.00); Traffic Operations - Maintenance & Service Contract 1013204-638200 (\$3,000.00); Streets-Storm Drains - Maintenance & Service Contract 5534203-638200 (\$1,500.00); Customer Service - Special Contracts 5511407-638300 (\$3,000.00); Utilities-Water Maintenance Customer Service - Maintenance & Service Contract 5516202-638200 (\$15,000.00); Utilities Wastewater Maintenance - Computer License 5516205-627510 (\$49,010.00); Solid Waste Street Sweeping - Maintenance & Service Contract 5534408-638200 (\$10,000.00); and Streets-Water & Sewer Repair - Maintenance & Service Contract 5513202-638200 (\$2,000.00). The original budgeted amount is \$100,000.00. – Approved*

12. Council is asked to approve an Contract Amendment #2; An Extension for Project SS7278 to collect structural data with the use of Closed-Circuit Television Cameras, as requested by Columbia Water. Award to Hydromax USA. This firm is located in Louisville, KY. *Funding Source: 5529999-SS727801-658650. – Approved*

This is a no cost change amendment.



We Are Columbia

**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, FEBRUARY 20, 2018**

13. Council is asked to approve a Contract for Project SD8423; Improvements to Stormwater Storage at Martin Luther King Park Detention Facilities, as requested by Columbia Water. Award to LAD Corporation of West Columbia, a Minority Business Enterprise in an amount not to exceed \$1,159,780.60 including a contingency in the amount of \$105,434.60. This firm is located in Swansea, SC. *Funding Source: Water and Sewer Capital Project Cost; 5549999-658650. The original budgeted amount is \$1,159,780.60.*
– Approved

This project includes the design of several depressed areas in traditionally wet areas adjacent to Rocky Branch that will promote water quality through plants and provide some storage of stormwater runoff. Boardwalks to access the areas will be constructed and educational material will teach about the created wetlands.

This is a Mentor Protégé Program Project. Lexington Earthworks of Columbia, SC is the Protégé and will provide services at 20% (\$210,869) of the contract value.

The following sub-consultants will provide additional services:

Greenview Landscaping of Lexington, SC will provide landscaping services at 54% (\$574,156) of the contract value.

Wickcraft Boardwalks of Madison, WI will provide boardwalk services at 18% (\$187,264) of the contract value.

Premier Constructors, Inc. of West Columbia, SC will provide electrical services at 6% (\$60,000) of the contract value.

Infrastructure Supply Co. of Columbia, SC will provide storm drainage services at 2 % (\$25,760) of the contract value.

Councilor Rickenmann asked for a description of the project.

Ms. Dana Higgins, Director of Engineering said this project will create boardwalks and educational opportunities for the wetland area.



We Are Columbia

**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, FEBRUARY 20, 2018**

14. Council is asked to ratify six (6) Emergency Purchase Orders for Contractual Services for the Repair of Waterlines throughout the City, as requested by Columbia Water. Award to North American Pipeline of Marietta, GA in the amount of \$1,000,000; McClam and Associates of Little Mountain, SC in the amount of \$55,640; LAD Corporation of West Columbia, SC in the amount of \$199,465; Carolina Tap and Bore of West Columbia, SC in the amount of \$148,280; and G.H Smith Construction Co. of Columbia, SC in the amount of \$68,565 for a total amount of \$1,471,950.00. *Funding Source: Engineering – Paving and Asphalt Supplies; 5511706—623500. The original budgeted amount is \$1,471,950.00. – Approved*
15. Resolution R-2018-001 - Authorizing consumption of beer and wine beverages only at the Columbia Food & Wine Festival in the 700 block of Saluda Avenue on April 15, 2018 with a rain contingency date of Sunday, April, 22, 2018. – *Approved*
16. Resolution No.: R-2018-003 - Authorizing consumption of beer and wine only at the Dinner on Main Street on April 22, 2018. – *Approved*
17. Resolution No.: R-2018-004 - Authorizing consumption of beer and wine beverages only at the Back to the Roots Festival at City Roots Farm on April 28, 2018. – *Approved*
18. Resolution No.: R-2018-012 - Authorizing consumption of beer and wine only at the South Carolina Cornbread Festival in Earlewood Park on Saturday, April 21, 2018 with a rain contingency date of Sunday, April 22, 2018. – *Approved*

PRESENTATIONS

19. Recognition of the Honorable Sam Davis - Reverend Clark McGriff, President of the Midlands Coalition of Churches

Reverend Clark McGriff, President of the Midlands Coalition of Churches said each year we host a Martin Luther King, Jr. prayer breakfast not only to recognize Dr. King's legacy, but to recognize members of the community. In January 2018, the coalition recognized The Honorable Sam Davis. We wanted to publicly present him with an award for his years of service on City Council and leadership in the metro community.

Councilor Davis thanked Reverend Clark McGriff for the recognition. This is unexpected, but I am pleased for the people who are committed and working on behalf of our fellow man with no expectation in return.



We Are Columbia

**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, FEBRUARY 20, 2018**

RESOLUTIONS

20. Resolution No.: R-2018-009 - Approving the Honorary naming of the 1000 block of Blossom Street between Assembly Street and Huger Street "Ward One Way". – *Approved*

Mayor Benjamin said many people have been waiting a long time for this formal recognition. He said Ms. Agnes Harris Perez was the pillar of this community and the people here tonight represent her remarkable leadership. We are honored to identify the 1000 block of Blossom Street as "Ward One Way".

Mrs. Mattie Anderson Roberson thanked the members of Council for the recognition. On behalf of all of our ancestors, it's an honor to have a street renamed where most of us grew up and attended Saxon Elementary School.

Mr. David Tucker, son of Ms. Agnes Harris Perez thanked the members of Council for recognizing his mother's contribution to the community.

Upon a motion made by Ms. Devine and seconded by Mr. Rickenmann, Council voted unanimously to approve Resolution No.: R-2018-009 - Approving the Honorary naming of the 1000 block of Blossom Street between Assembly Street and Huger Street "Ward One Way".

OTHER MATTERS

21. Council is asked to approve the installation of one (1) additional street light each on Petigru Street and Hagood Avenue, as requested by the Traffic Engineering Division.

Councilor Rickenmann inquired about the request for speed humps for Bellfield Lane in district four.

Mr. Robert Anderson, Public Works Director said the road is owned by SCDOT. We are in the process of doing traffic counts and we will update you once we get the speed counts.

Upon a motion made by Mayor Benjamin and seconded by Ms. Devine, Council voted unanimously to approve the installation of one (1) additional street light each on Petigru Street and Hagood Avenue.



We Are Columbia

**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, FEBRUARY 20, 2018**

22. Affordable Housing Initiative - Ms. Melissa Gentry, P.E., Assistant City Manager

Ms. Missy Gentry, P.E., Assistant City Manager recalled that on February 6, 2018, staff presented the City's Affordable Housing Initiative and we are coming back with the recommendations for your approval.

Upon a motion made by Mayor Benjamin and seconded by Mr. Rickenmann, Council voted unanimously to approve the following Affordable Housing Initiative recommendations.

- Reallocate \$250,000 from the CDBG Revolving Loan Fund to an Affordable Housing Initiative and allowing staff to develop criteria for projects to be eligible for this funding.
- Allocate \$250,000 from General Fund Revolving Loan Fund to Affordable Housing Initiative and allowing staff to develop criteria for projects to be eligible for this funding.
- Direct staff to consider allocating taxes generated from identified projects to Affordable Housing Initiative during the upcoming Budget Cycle, funds of which will be made available via same criteria used for General Fund Revolving Loan \$.

Mayor Benjamin said as we develop the criteria let's give added weight to those looking to leverage other sources of funding. He explained that we are discussing having the latitude of using new tax revenue generated from student housing to help develop more workforce housing in the City.

Councilor Rickenmann asked staff to look at including alternatives for expedited services for developers working to create mixed income projects.

CONSIDERATION OF MATTERS DISCUSSED DURING THE WORK SESSION

23. Council is asked to approve requests for funding from the Hospitality Tax Fund and to amend the Fiscal Year 2017/2018 Hospitality Tax Budget.

A motion made by Mayor Benjamin and seconded by Ms. Devine to approve the following allocations from the 2017/2018 Hospitality Tax Fund surplus and an additional allocation from the fiscal year 2018/2019 Hospitality Tax Fund to the Congaree Vista Guild - Clean and Safe Program as a three-year commitment in the amount of \$115,000 per year, failed by a vote of three (3) to three (3). Voting aye were Ms. Devine, Mr. Davis, and Mayor Benjamin. Voting nay were Mr. McDowell, Mr. Rickenmann and Mr. Duvall.



We Are Columbia

**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, FEBRUARY 20, 2018**

▪ Security Cameras - Hospitality Districts	\$75,000
▪ City Center Partnership - Ambassador Program	\$40,000
▪ Palmetto Capital City Classic	\$7,000
▪ NCAA Basketball Tournament (2019) Planning	\$75,000
▪ State Firefighters Conference	\$6,000
▪ Regional Sports Council - Marketing	\$75,000
▪ Girl Scouts	\$130,000
▪ Language Buzz – Cinco De Mayo Festival	\$5,000
▪ Palmetto Opera	\$10,000
▪ Five Points - Food & Wine Festival	\$10,000
▪ Sally Salamander - Expansion of Walking Tour	\$5,620
▪ Black Expo	\$25,000

Upon a motion made by Mr. McDowell and seconded by Mayor Benjamin, Council voted unanimously four (4) to two (2) to approve the following allocations from the 2017/2018 Hospitality Tax Fund surplus and an additional allocation from the fiscal year 2018/2019 Hospitality Tax Fund to the Congaree Vista Guild - Clean and Safe Program as a three-year commitment in the amount of \$115,000 per year. The remaining requests will be considered on March 6, 2018. Voting aye were Mr. McDowell, Ms. Devine, Mr. Davis, and Mayor Benjamin. Voting nay were Mr. Rickenmann and Mr. Duvall.

▪ Security Cameras - Hospitality Districts	\$75,000
▪ City Center Partnership - Ambassador Program	\$40,000
▪ Palmetto Capital City Classic	\$7,000
▪ NCAA Basketball Tournament (2019) Planning	\$75,000
▪ State Firefighters Conference	\$6,000
▪ Regional Sports Council - Marketing	\$75,000
▪ Girl Scouts	\$130,000
▪ Five Points - Food & Wine Festival	\$10,000
▪ Sally Salamander - Expansion of Walking Tour	\$5,620



**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, FEBRUARY 20, 2018**

CITY COUNCIL COMMITTEE REPORTS / REFERRALS

24. Council is asked to refer a presentation from the SC Progressive Network regarding the Modjeska Simkins School for Human Rights to the Environment and Infrastructure Committee.

Upon a motion made by Ms. Devine and seconded by Mr. Rickenmann, Council voted unanimously to refer a presentation from the SC Progressive Network regarding the Modjeska Simkins School for Human Rights to the Environment and Infrastructure Committee.

APPEARANCE OF THE PUBLIC

No one appeared at this time.

ADJOURNMENT

Upon a motion made by Mr. Davis and seconded by Ms. Devine, Council voted unanimously to adjourn the meeting at 6:52 p.m.

Respectfully submitted by:

Erika D. Moore, CMC
City Clerk



We Are Columbia

MEETING DATE: March 6, 2018

DEPARTMENT: Procurement and Contracts

FROM: *Sandra Wright, Purchasing Agent*

SUBJECT: Council is asked to approve the Purchase of two (2) International Durastar 4000 Trash Trucks, as requested by the Fleet Services Division. Award to Carolina International Trucks, Inc. a certified Local Business Enterprise, using the SC State Contract in the amount of \$146,556.00. This vendor is located in Columbia, SC.

REQUISITION NO.: R186057

FINANCIAL IMPACT: Funding Source: Utilities, Capital Replacement - Auto, Trucks, Heavy Equipment Capital: 6308972-658500. The original budgeted amount is \$150,380.00.

ORIGINAL BUDGET: \$150,380.00

CLEAN WATER 2020?: No

STRATEGIC GOALS: Provide high quality municipal services

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

ATTACHMENTS:

- **#a:** State contract and pricing information (PDF)

Michael Speakmon, Procurement Manager
 Phone: (803)737-9816
 Email: mspeakmon@mimo.sc.gov

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

Section: V
 Page: 6
 Date: 11/1/2017

CC-5: Cab/Chassis, 22,000 GVWR, Diesel Engine

<u>Contract Number:</u>	4400014796	<u>Contractor:</u>	Carolina International Trucks, Inc.
<u>Initial Contract Term:</u>	11/28/2016 - 10/31/2017	<u>Address:</u>	1619 Bluff Rd., Columbia, SC 29201
<u>Contract Rollover Dates:</u>	11/1/2017 - 10/31/2018	<u>Vendor #:</u>	7000083474
<u>Order Cutoff Date:</u>	TBD	<u>Contact:</u>	Linda Barksdale
<u>Model:</u>	International Durastar 4000	<u>Email:</u>	lbarksdale@carolinainternational.com
<u>Commodity Code:</u>	07210	<u>Telephone:</u>	864-968-2230
<u>Delivery Days ARO:</u>	75	<u>Fax:</u>	N/A

BASE PRICE **\$60,647.00**

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

Optional Additions

Body Installation Fee	\$200.00
The Body Installation Fee is a charge based on the dealer arranging for bodies to be installed on this cab & chassis from the State contract vendor.	
CA 102" - Increase CA to 102"	No Charge
CA 120" - Increase CA to 120"	No Charge
CA 138" - Increase CA to 138"	\$214.00
Full Air Brakes	\$924.00
Operators Manual	No Charge
Operator Training	No Charge
Repair Technician Training	No Charge
Shop Manual (For All Components - CD or DVD Preferred)	No Charge

Optional Deductions

Auxiliary Power Connection-Standard State Spec	\$37.00
Auxiliary Rear Springs	Factory Standard
Pintle Hook Assembly	\$1,275.00
Also deducts trailer brake control and six way trailer electrical.	

[Return to Index](#)

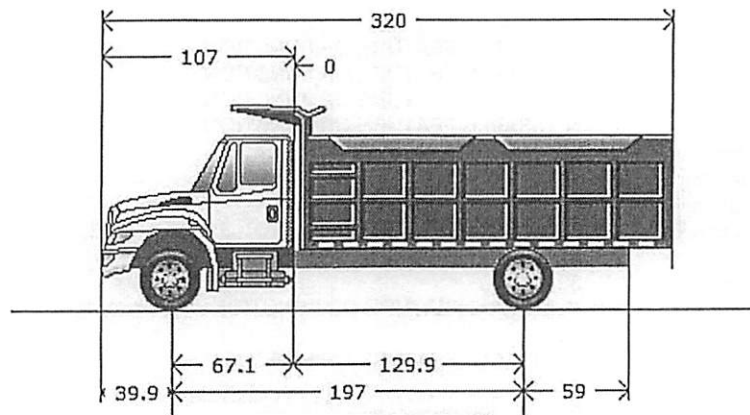
INTERNATIONAL®

February 08, 2018

Prepared For:
CITY OF COLUMBIA
Mr EDGAR A HEUSTESS
1136 Washington St.
Columbia, SC 29201-3224
(803)545 - 3470
Reference ID: N/A

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.



Model Profile
2018 4300 SBA 4X2 (MA025)

APPLICATION:	Flat Dump
MISSION:	Requested GVWR: 25999. Calc. GVWR: 25999 Calc. Start / Grade Ability: 18.99% / 1.12% @ 55 MPH Calc. Geared Speed: 91.3 MPH
DIMENSION:	Wheelbase: 197.00, CA: 129.90, Axle to Frame: 59.00
ENGINE, DIESEL:	{Cummins B6.7 220} EPA 2017, 220HP @ 2400 RPM, 520 lb-ft Torque @ 1600 RPM, 2600 RPM Governed Speed, 220 Peak HP (Max)
TRANSMISSION, AUTOMATIC:	{Allison 2100 RDS} 5th Generation Controls, Close Ratio, 5-Speed with Overdrive, with PTO Provision, Less Retarder, with 26,000-lb GVW and GCW Max, On/Off Highway
CLUTCH:	Omit Item (Clutch & Control)
AXLE, FRONT NON-DRIVING:	{Navistar Select} I-Beam Type, 10,000-lb Capacity
AXLE, REAR, SINGLE:	{Navistar Select} Single Reduction, Hypoid Gearing, 19,000-lb Capacity, 190 Wheel Ends Gear Ratio: 4.88
CAB:	Conventional
TIRE, FRONT:	(2) 11R22.5 Load Range G HSR2 (CONTINENTAL), 498 rev/mile, 75 MPH, All-Position
TIRE, REAR:	(4) 11R22.5 Load Range G HDL2 (CONTINENTAL), 493 rev/mile, 75 MPH, Drive
SUSPENSION, RR, SPRING, SINGLE:	Vari-Rate; 23,500-lb Capacity, with 4500 lb Auxiliary Rubber Spring
PAINT:	Cab schematic 100GA Location 1: 9219, Winter White (Std) Chassis schematic N/A

INTERNATIONAL®**Electronic Parameters Summary
2018 4300 SBA 4X2 (MA025)****February 08, 2018****(0012EJG)
ATTACHMENTS: 0012TSY**

<u>Parameter</u>	<u>Value</u>	<u>UOM</u>
Max Accelerator Vehicle Speed	68	MPH
Road Speed Governor Upper Droop	0	MPH
Road Speed Governor Lower Droop	0	MPH
Max Engine Speed No Veh Speed Sensr	2107	RPM
Idle Speed Adjustment Enable	Y, ENABLE FEATURE OR FUNCTION	N/A
Low Idle Speed	750	RPM
Idle Shutdown Enable	N, DISABLE FEATURE OR FUNCTION	N/A
ISD Time Before Shutdown	60.0	MIN
ISD Percent Engine Loading	100	%
ISD With PTO	N, DISABLE FEATURE OR FUNCTION	N/A
ISD Manual Override	N, DISABLE FEATURE OR FUNCTION	N/A
ISD With Parking Brake Set	N, DISABLE FEATURE OR FUNCTION	N/A
ISD Ambient Temperature Override	N, DISABLE FEATURE OR FUNCTION	N/A
ISD Cold Ambient Air Temperature	30	F
ISD Intermediate Ambient Air Temp	40	F
ISD Hot Ambient Air Temperature	81	F
ISD Manual Override Inhibit Zone En	N, DISABLE FEATURE OR FUNCTION	N/A
ISD Hot Ambient Automatic Override	N, DISABLE FEATURE OR FUNCTION	N/A
ISD Engine Coolant Temp Threshold	30	F
Cruise Control Enable	Y, ENABLE FEATURE OR FUNCTION	N/A
CC Maximum Vehicle Speed	75	MPH
CC Save Set Speed	N, DISABLE FEATURE OR FUNCTION	N/A
CC Upper Droop	0.0	MPH
CC Lower Droop	0.0	MPH
CC Auto Resume	N, DISABLE FEATURE OR FUNCTION	N/A
Remote Accelerator Enable	N, DISABLE FEATURE OR FUNCTION	N/A
Remote Accelerator Mode	1, REMOTE ACCELERATOR PEDAL OR LEVER WITH TRANS VERIFICATION	N/A
PTO Enable	Y, ENABLE FEATURE OR FUNCTION	N/A
PTO In Cab Mode	Y, ENABLE FEATURE OR FUNCTION	N/A
Remote PTO Enable	N, DISABLE FEATURE OR FUNCTION	N/A
Remote Station PTO Enable	N, DISABLE FEATURE OR FUNCTION	N/A
PTO Max Engine Speed	2600	RPM
PTO Min Engine Speed	750	RPM
PTO Maximum Engine Load	800	LB-FT
PTO Max Vehicle Speed	5	MPH
PTO Accelerator Override	N, DISABLE FEATURE OR FUNCTION	N/A
PTO Accel Override Max Engine Speed	2800	RPM
PTO Clutch Override	N, DISABLE FEATURE OR FUNCTION	N/A
PTO Service Brake Override	Y, ENABLE FEATURE OR FUNCTION	N/A
PTO Parking Brake Interlock Mode	0, PTO PRK BRK INT TYPE SET TO NONE	N/A
PTO Transmission Neutral Interlock	N, DISABLE FEATURE OR FUNCTION	N/A
PTO Eng Spd Limit w/VSS Limit	N, DISABLE FEATURE OR FUNCTION	N/A
PTO Ignore Vehicle Speed Sensor	N, DISABLE FEATURE OR FUNCTION	N/A
PTO Resume Switch Speed	950	RPM
PTO Set Switch Speed	950	RPM
PTO Additional Switch Speed	950	RPM
PTO Ramp Rate	250	RPM/SEC
Remote PTO Number of Speed Settings	1	N/A
Remote PTO Speed Setting 1	950	RPM
Remote PTO Speed Setting 2	950	RPM
Remote PTO Speed Setting 3	950	RPM
Remote PTO Speed Setting 4	950	RPM
Remote PTO Speed Setting 5	950	RPM
Remote Station PTO Resume Sw Spd	950	RPM

INTERNATIONAL®**Electronic Parameters Summary**
2018 4300 SBA 4X2 (MA025)

February 08, 2018

Remote Station PTO Set Switch Speed	950	RPM
Remote Station PTO Addition Sw Spd	950	RPM
Transmission Driven PTO	N, DISABLE FEATURE OR FUNCTION	N/A
Transmission Driven PTO Type	0, ENGINE DRIVEN STEADY LOAD	N/A
Powertrain Protection Enable	N, DISABLE FEATURE OR FUNCTION	N/A
Max Torque Allow By Axle/Driveshaft	23602	LB-FT
Max Torque In Top Gear Range	2995	LB-FT
Max Torque In Int. Gear Range	2995	LB-FT
Max Torque In Low Gear Range	2995	LB-FT
Max Torque w/o Vehicle Speed	1475	LB-FT
Lowest Gear of Top Gear Range	2.00	N/A
Lowest Gear of Int. Gear Range	3.00	N/A
Lowest Gear of Low Gear Range	6.00	N/A
Engine Protection Shutdown	N, DISABLE FEATURE OR FUNCTION	N/A
Engine Protection Restart Inhibit	Y, ENABLE FEATURE OR FUNCTION	N/A
Trip Information Vehicle Ovrsped1	0	MPH
Trip Information Vehicle Ovrsped2	0	MPH
Maintenance Monitor Enable	N, DISABLE FEATURE OR FUNCTION	N/A
Maintenance Monitor Operating Mode	0, MAINTENANCE MONITOR AUTOMATIC MODE OF OPERATION	N/A
Maintenance Monitor Alert Percent	90	%
Maintenance Monitor Distance	15000	MILES
Maintenance Monitor Fuel	2000	GALLONS
Maintenance Monitor Time	500	HOURS
Maintenance Monitor Interval Factor	1.00	N/A
Master Password	000000	N/A
Adjustment Password	000000	N/A
Reset Password	000000	N/A

These Electronic Parameters have been successfully finalized

INTERNATIONAL®

Vehicle Specifications
2018 4300 SBA 4X2 (MA025)

February 08, 2018

<u>Code</u>	<u>Description</u>	<u>List</u> (US DOLLAR)
MA02500	Base Chassis, Model 4300 SBA 4X2 with 197.00 Wheelbase, 129.90 CA, and 59.00 Axle to Frame.	\$79,642.00
1CAD	FRAME RAILS High Strength Low Alloy Steel (80,000 PSI Yield); 10.250" x 3.092" x 0.375" (260.4mm x 78.5mm x 9.5mm); 427.0" (10846mm) Maximum OAL	\$397.00
1LLD	BUMPER, FRONT Full Width, Aerodynamic, Steel; 0.142" Material Thickness	\$0.00
	<u>Includes</u> : BUMPER, FRONT Powder Coated Gray (Argent) Color	
1WEH	WHEELBASE RANGE 134" (340cm) Through and Including 197" (500cm)	\$0.00
2AUT	AXLE, FRONT NON-DRIVING (Navistar Select) I-Beam Type, 10,000-lb Capacity	\$165.00
3770	SPRINGS, FRONT AUXILIARY Rubber	\$104.00
3ADB	SUSPENSION, FRONT, SPRING Parabolic, Taper Leaf; 10,000-lb Capacity; with Shock Absorbers	\$117.00
	<u>Includes</u> : SPRING PINS Rubber Bushings, Maintenance-Free	
	<u>Notes</u> : The following features should be considered when calculating Front GAWR: Front Axles; Front Suspension; Brake System; Brakes, Front Air Cam; Wheels; Tires.	
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 : PARKING BRAKE VALVE For Truck : 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	
	<u>Notes</u> : Front and Rear Dust Shields not Included : Rear Axle is Limited to 19,000-LB GAWR with Code 04091 BRAKE SYSTEM, AIR and Code 04NDC BRAKES, REAR, AIR CAM Regardless of Axle/Suspension Ordered : Rear Axle is Limited to 20,000-LB GAWR with Code 04092 BRAKE SYSTEM, AIR and Code 04NCW BRAKES, REAR, AIR CAM Regardless of Axle/Suspension Ordered : Rear Axle is Limited to 23,000-lb GAWR with Code 04091 BRAKE SYSTEM, AIR and Standard Rear Air Cam Brakes Regardless of Axle/Suspension Ordered	
4AZA	AIR BRAKE ABS (Bendix AntiLock Brake System) Full Vehicle Wheel Control System (4-Channel)	\$1,357.00
4EBD	AIR DRYER (Wabco System Saver 1200) with Heater	\$450.00
	<u>Includes</u> : AIR DRYER LOCATION Inside Left Rail, Back of Cab	
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

INTERNATIONAL®**Vehicle Specifications**
2018 4300 SBA 4X2 (MA025)

February 08, 2018

<u>Code</u>	<u>Description</u>	<u>List</u> (US DOLLAR)
	<u>Notes</u> : Front Axle with 14,000-lb GAWR is Limited to 13,200-lb GAWR when used in Conjunction with 15" BRAKES, FRONT, AIR CAM. : The following features should be considered when calculating Front GAWR: Front Axles; Front Suspension; Brake System; Brakes, Front Air Cam; Wheels; Tires.	
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
	<u>Notes</u> : The following features should be considered when calculating Front GAWR: Front Axles; Front Suspension; Brake System; Brakes, Front Air Cam; Wheels; Tires.	
4SPA	AIR COMPRESSOR (Cummins) 18.7 CFM Capacity	\$69.00
5708	STEERING COLUMN Tilting	\$125.00
5CAL	STEERING WHEEL 2-Spoke, 18" Dia., Black	\$0.00
5PSA	STEERING GEAR (Sheppard M100) Power	\$110.00
6DBZ	DRIVESHAFT (Dana Spicer) SPL100 In lieu of SPL90 Series	\$79.00
7BEV	AFTERTREATMENT COVER Steel, Black	\$0.00
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
8000	ELECTRICAL SYSTEM 12-Volt, Standard Equipment	\$0.00
	<u>Includes</u> : BATTERY BOX Steel : DATA LINK CONNECTOR For Vehicle Programming and Diagnostics In Cab : FUSES, ELECTRICAL SAE Blade-Type : HAZARD SWITCH Push On/Push Off, Located on Top of Steering Column Cover : HEADLIGHT DIMMER SWITCH Integral with Turn Signal Lever : JUMP START STUD Located on Positive Terminal of Outermost Battery : 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
8HAA	BODY BUILDER WIRING To Rear of Frame, with Stop, Tail, Turn, and Marker Lights Circuits, Ignition Controlled Auxiliary Feed and Ground, Less Trailer Socket	\$327.00
8MEP	BATTERY SYSTEM (International) Maintenance-Free, (2) 12-Volt 1300CCA Total	\$0.00

INTERNATIONAL®**Vehicle Specifications**
2018 4300 SBA 4X2 (MA025)**February 08, 2018**

<u>Code</u>	<u>Description</u>	<u>List</u> (US DOLLAR)
8RMA	RADIO AM/FM/WB/Clock/Bluetooth/USB Input/3MM Auxiliary Input, MP3, Apple Device Play & Control, Bluetooth for Phone & Music, with Multiple Speakers	\$483.00
8VUL	BATTERY BOX Steel with Plastic Cover, 18" Wide, 2, 3, or 4 Battery Capacity, Mounted Left Side Back of Cab	\$69.00
8WCL	HORN, AIR Black, Single Trumpet, Air Solenoid Operated	\$94.00
8WPB	HEADLIGHTS Halogen; Composite Aero Design for Two Light System; Includes 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
8WTK	STARTING MOTOR (Delco Remy 38MT Type 300) 12 Volt; less Thermal Over-Crank Protection	\$0.00
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	\$99.00
8XGT	TURN SIGNALS, FRONT Includes LED Side Turn Lights Mounted on Fender	\$25.00
9HAD	GRILLE Chrome	\$0.00
9WAY	FRONT END Tilting, Fiberglass, with Three Piece Construction	\$0.00
10060	PAINT SCHEMATIC, PT-1 Single Color, Design 100	\$0.00
	<u>Includes</u> : PAINT SCHEMATIC ID LETTERS "GA"	
10761	PAINT TYPE Base Coat/Clear Coat, 1-2 Tone	\$0.00
10943	KEYS - ALL ALIKE Fleet - Includes Ignition and Cab Door Keys	\$39.00
10WBA	KEYS - ALL ALIKE, ID Z-250	\$0.00
10WCY	SAFETY TRIANGLES	\$29.00
10WGD	SPECIAL RATING, GVWR Limited to 25,999-lb GVWR	\$0.00
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
12EJG	ENGINE, DIESEL (Cummins B6.7 220) EPA 2017, 220HP @ 2400 RPM, 520 lb-ft Torque @ 1600 RPM, 2600 RPM Governed Speed, 220 Peak HP (Max)	\$818.00
12EMZ	VENDOR WARRANTY, ENGINE (Cummins) B6.7 Engine, 3-Year Unlimited Miles Standard Warranty	\$250.00
12TSY	FAN DRIVE (Borg-Warner SA85) Viscous Type, Screw On	\$0.00
	<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>	

INTERNATIONAL®**Vehicle Specifications
2018 4300 SBA 4X2 (MA025)****February 08, 2018**

<u>Code</u>	<u>Description</u>	<u>List</u> (US DOLLAR)
	: 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
	<u>Includes</u> : GAUGE, AIR CLEANER RESTRICTION Air Cleaner Mounted	
12VXT	THROTTLE, HAND CONTROL Engine Speed Control; Electronic, Stationary, Variable Speed; Mounted on Steering Wheel	\$0.00
12WPV	OIL PAN 15 Quart Capacity, For Cummins ISB/B6.7 Engines	\$0.00
12WZB	EMISSION COMPLIANCE Low NOx Idle Engine, Complies with California Clean Air Regulations; Includes "Certified Clean Idle" Decal on Hood	\$62.00
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
12XZE	FEDERAL EMISSIONS (Cummins B6.7) EPA, OBD and GHG Certified for Calendar Year 2017	\$700.00
13ARA	TRANSMISSION, AUTOMATIC (Allison 2100 RDS) 5th Generation Controls, Close Ratio, 5-Speed with Overdrive, with PTO Provision, Less Retarder, with 26,000-lb GVW and GCW Max, On/Off Highway	\$4,312.00
	<u>Includes</u> : OIL FILTER, TRANSMISSION Mounted on Transmission : TRANSMISSION OIL PAN Magnet in Oil Pan	
13WLN	TRANSMISSION OIL Synthetic; 20 thru 28 Pints	\$161.00
13WYY	SHIFT CONTROL PARAMETERS Allison 1000 or 2000 Series Transmissions, 5th Generation Controls, Performance Programming	\$0.00
13XAL	PTO LOCATION Left Side of Transmission	\$0.00
14AWA	AXLE, REAR, SINGLE (Navistar Select) Single Reduction, Hypoid Gearing, 19,000-lb Capacity, 190 Wheel Ends . Gear Ratio: 4.88	(\$202.00)
14VAH	SUSPENSION, RR, SPRING, SINGLE Vari-Rate; 23,500-lb Capacity, with 4500 lb Auxilliary Rubber Spring	\$133.00
	<u>Notes</u> : The following features should be considered when calculating Rear GAWR: Rear Axles; Rear Suspension; Brake System; Brakes, Rear Air Cam; Brake Shoes, Rear; Special Rating, GAWR; Wheels; Tires.	
15LMK	LOCATION FUEL/WATER SEPARATOR Mounted Outside Left Rail, 54" Back of Cab	\$70.00
15LMN	FUEL/WATER SEPARATOR (Racor 400 Series,) 12 VDC Electric Heater, Includes Pre-Heater, with Primer Pump, Includes Water-in-Fuel Sensor	\$123.00
15SGG	FUEL TANK Top Draw, Non-Polished Aluminum, D-Style, 19" Tank Depth, 70 US Gal (265L), with Quick Connect Outlet, Mounted Left Side, Under Cab	\$253.00
	<u>Notes</u> : N/A with 19.5" Tires	
15WDG	DEF TANK 7 U.S. Gal. 26.5L Capacity, Frame Mounted Outside Left Rail, Under Cab	\$0.00

INTERNATIONAL®

Vehicle Specifications
2018 4300 SBA 4X2 (MA025)

February 08, 2018

<u>Code</u>	<u>Description</u>	<u>List</u> (US DOLLAR)
16030	CAB Conventional	\$0.00
	<u>Includes</u> : ARM REST (2) Molded Plastic; One Each Door : CLEARANCE/MARKER LIGHTS (5) Flush Mounted : COAT HOOK, CAB Located on Rear Wall, Centered Above Rear Window : CUP HOLDERS Two Cup Holders, Located in Lower Center of Instrument Panel : DOME LIGHT, CAB Rectangular, Door Activated and Push On-Off at Light Lens, Timed Theater Dimming, Integral to Console, Center Mounted : GLASS, ALL WINDOWS Tinted : GRAB HANDLE, CAB INTERIOR (1) "A" Pillar Mounted, Passenger Side : GRAB HANDLE, CAB INTERIOR (2) Front of "B" Pillar Mounted, One Each Side : INTERIOR SHEET METAL Upper Door (Above Window Ledge) Painted Exterior Color	
16HBA	GAUGE CLUSTER English with English Electronic Speedometer	\$0.00
	<u>Includes</u> : GAUGE CLUSTER (5) Engine Oil Pressure (Electronic), Water Temperature (Electronic), Fuel (Electronic), Tachometer (Electronic), Voltmeter : ODOMETER DISPLAY, Miles, Trip Miles, Engine Hours, Trip Hours, Fault Code Readout : WARNING SYSTEM Low Fuel, Low Oil Pressure, High Engine Coolant Temp, and Low Battery Voltage (Visual and Audible)	
16HKT	IP CLUSTER DISPLAY On Board Diagnostics Display of Fault Codes in Gauge Cluster	\$0.00
16HLJ	GAUGE, DEF FLUID LEVEL	\$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
	<u>Includes</u> : SEAT BELT 3-Point, Lap and Shoulder Belt Type	
16SDZ	MIRROR, CONVEX, HOOD MOUNTED {Lang Mekra} Right and Left Side; 7.44" Sq., Bright	\$190.00
16SMP	SEAT, TWO-MAN PASSENGER {National} Vinyl, Less Under Seat Storage Compartment	\$554.00
16SNC	MIRRORS (2) {Lang Mekra} Rectangular, Thermostatically Controlled Heated Heads, Bright Finish Heads, with Black Brackets and Arms, Breakaway Type, 7.55" x 14.1" Integral Convex Both Sides, 102" Inside Spacing,	\$204.00
16WBY	ARM REST, RIGHT, DRIVER SEAT	\$39.00
16WCT	AIR CONDITIONER {Blend-Air} with Integral Heater & Defroster	\$923.00
	<u>Includes</u> : HEATER HOSES Premium : HOSE CLAMPS, HEATER HOSE Mubea Constant Tension Clamps : REFRIGERANT Hydrofluorocarbon HFC-134A	
16WHJ	HOSE CLAMPS, HEATER HOSE {Breeze} Belleville Washer Type	\$25.00
16WJS	INSTRUMENT PANEL Center Section, Flat Panel	\$0.00
16WJU	WINDOW, POWER (2) and Power Door Locks, Left and Right Doors, Includes Express Down Feature	\$367.00
16WLS	FRESH AIR FILTER Attached to Air Intake Cover on Cowl Tray in Front of Windshield Under Hood	\$76.00
16WRZ	CAB INTERIOR TRIM Premium	\$304.00
	<u>Includes</u>	

INTERNATIONAL®**Vehicle Specifications**
2018 4300 SBA 4X2 (MA025)

February 08, 2018

<u>Code</u>	<u>Description</u>	<u>List</u> (US DOLLAR)
	: "A" PILLAR COVER Molded Plastic	
	: CAB INTERIOR TRIM PANELS Cloth Covered Molded Plastic, Full Height; All Exposed Interior Sheet Metal Is Covered Except for the Following: with a Two-Man Passenger Seat or with a Full Bench Seat the Back Panel Is Completely Vold of Covering	
	: CAB SOUND INSULATION Includes Dash and Engine Cover Insulators	
	: CONSOLE, OVERHEAD Molded Plastic; With Dual Storage Pockets with Retainer Nets, CB Radio Pocket, Speakers, and Reading Lights	
	: COURTESY LIGHT (2) Mounted In Front Map Pocket Left and Right Side	
	: DOOR TRIM PANELS with Cloth Insert on Bolster Driver and Passenger Doors	
	: FLOOR COVERING Rubber, Black	
	: GAUGE, TEMPERATURE, AMBIENT Includes Wiring and Sensor With Display Unit Mounted in Cluster	
	: HEADLINER Soft Padded Cloth	
	: INSTRUMENT PANEL TRIM Molded Plastic with Black Center Section	
	: STORAGE POCKET, DOOR (2) Molded Plastic (Carpet Texture), Full-Length; Driver and Passenger Doors	
	: SUN VISOR (3) Padded Vinyl: 2 Moveable (Front-to-Side) Primary Visors, Driver Side with Vanity Mirror and Toll Ticket Strap, plus 1 Auxillary Visor (Front Only), Driver Side	
16WSE	LOW WASHER FLUID INDICATOR	\$15.00
27DTU	WHEELS, FRONT (Accuride 29001) DISC; 22.5x7.50 Rims, Powder Coat Steel, 5-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with Steel Hubs	\$0.00
28DUK	WHEELS, REAR (Accuride 29169) DUAL DISC; 22.5x8.25 Rims, Powder Coat Steel, 5-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with .472" Thick Increased Capacity Disc and Steel Hubs	\$127.00
29580	WHEEL SEALS, FRONT (International) Oil-Lubricated Wheel Bearings	\$37.00
29WLK	WHEEL BEARING, FRONT, LUBE (EmGard FE-75W-90) Synthetic Oil	\$59.00
7372135415	(2) TIRE, FRONT 11R22.5 Load Range G HSR2 (CONTINENTAL), 498 rev/mile, 75 MPH, All-Position	\$218.00
7372135432	(4) TIRE, REAR 11R22.5 Load Range G HDL2 (CONTINENTAL), 493 rev/mile, 75 MPH, Drive	\$332.00
	Total of Product Features	\$95,150.00
	Services Section:	
40116	WARRANTY Standard for Durastar 1000/4000 Series, Effective with Vehicles Built January 2, 2015 or Later, CTS-2475P	\$0.00
	Total of Service Features	\$0.00
	Total List Price Including Options:	\$95,150.00
1	W&W Body Builders- Debris Collect Body	\$14,325.00
2	Please add \$500.00 S.C. Sales Tax	\$0.00
	Total Body Allied:	\$14,325.00

W & W Body Builders of Columbia, Inc.

2620 Shop Road
Columbia, SC 29209
Phone: (803) 695-1770
Fax: (803) 695-1818
Email: wwbodybuilders@yahoo.com

Invoice

Date	Invoice #
2/28/2017	218713

Bill To
Carolina International of Columbia P.O. Box 7548 Columbia, SC 29202

Ship To
Attn: Randy Spires Ph: 799-4923 Fax: 779-6585 Cell: 240-0231 E: rspires@carolinainternational.com

P.O. No.	Terms	Stock Number	Vehicle ID #
	Net 30	Columbia, SC	JH547920

Quantity	Description	Unit Price	Amount
	16' Body Built As Specified Chelsea Hot Shift With Over Speed Set At 1200 RPM Hoist S# 2245281 Model # 1900 D/A 8 Ton Pintle 7 Way RV Plug Back- Up Alarm Painted # 83378-A- Blue Installed No Electric Brake Per Specs VIN# JH547920 End User: City of Columbia 1st Truck	14,325.00	14,325.00
Subtotal			\$14,325.00
Sales Tax (8.0%)			\$0.00
Total			\$14,325.00
Payments/Credits			\$0.00
Balance Due			\$14,325.00

Dealer will collect Federal Excise Tax & Sales Tax when applicable.

Please note that there will be a 3% charge added to any invoice that totals \$1,000 or more if paid by credit card.

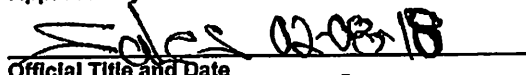
INTERNATIONAL®**Financial Summary**
2018 4300 SBA 4X2 (MA025)**February 08, 2018**

<u>Description</u>	<u>(US DOLLAR)</u>	<u>Price</u>
Factory List Prices:		
Product Items	\$95,150.00	
Service Items	\$0.00	
Total Factory List Price Including Options:		\$95,150.00
Freight Charge	\$2,950.00	
Total Freight:		\$2,950.00
Total Factory List Price Including Freight:		\$98,100.00
Less Customer Allowance:		(\$40,187.00)
Total Vehicle Price:		\$57,913.00
Total Body/Allied Equipment:		\$14,325.00
Total Warranty:		\$540.00
Total Sale Price:		\$72,778.00
Total Per Vehicle Sales Price:		\$72,778.00
Net Sales Price:		\$72,778.00

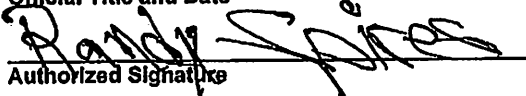
Please feel free to contact me regarding these specifications should your interests or needs change. I am confident you will be pleased with the quality and service of an International vehicle.

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.

Minimum Specifications For Truck, Cab & Chassis, 25,999 GVWR Non CDL-Diesel to be used as a Dump Truck with 16foot trash collection body.

The cab and chassis shall be equipped with all the standard equipment as specified by the manufacturer for this model and shall comply with all EPA Emission Standards and all Motor Vehicle Safety Standards as established by the U.S. Department of Transportation regarding the manufacture of motor vehicles. All equipment to be factory installed. The CA measurement will be as needed by the body manufacturer. Any items not specifically described, but required for operation, or provided as standard equipment by the manufacturer, are to be provided.

The cab and chassis shall also meet the minimum specifications as set forth below:

1. Six cylinder 240 hp or greater 560 lb ft of torque diesel engine with a fuel/water separator
2. Block Heater
3. AM/FM Radio
4. Engine Hour Meter
5. Power Steering
6. Dual Sun Visors
7. Back-Up Alarm
8. Fender Mounted Turn Signals
9. Color – White Exterior w/ Dark Grey Interior
10. Alternator – 210 Amp
11. Fuel Tank – 50 gallons minimum.
12. Allison 2500RDS Series 5-Speed Auto Transmission w/PTO Gear
13. 5.13 Rear Axle Ratio or equal – governor set @ 70mph
14. Tilting Hood & Grill
15. Brakes W/4- Wheel ABS AIR BRAKES
16. Front Tires 11R22.5H, 16ply steer tread
17. Rear Tires 11R22.5H, 16ply Mud Snow
18. Mirrors – stainless steel arms and heads, 6" LH & RH Convex mirrors mounted under primary mirrors
19. Radiator – heavy duty
20. Mud Flaps
21. Heavy Duty Full Width Front Bumper
22. Heavy Duty Air Filter
23. All Gauges-Speedometer, Oil Pressure, Volt/Amp. Meter, Fuel, Water Temperature, Transmission Temperature
24. Cab insulation with Air Condition
25. Grab Rails on both sides of truck to help driver in and out of truck
26. C/A 120"
27. Two tow hooks on front of truck
28. Exterior paint to be White
29. Interior Grey Vinyl

30. Drivers seat will be air ride by its self and passenger seat will be a two man fixed seat

31. Body Builder wiring to end of frame

32. Two Parts and Two Service Manuals on CD's

33. Factory training for technician

34. extended warranty on transmission (5 year)

These are minimum chassis specifications, anything that the manufacturer finds that needs to be greater than these minimum specifications, should be changed and bid as manufacturer requires for the safe and efficient operation of this type of unit.

Hoist: trunion mounted, twin telescopic inside mounted. 57 inch stroke, three stage, 45 dump angle, 24 ton capacity on 16 foot body with 120 inch cab to axle, or equal. Hydraulic tank must be mounted on the out side of the frame with a side fill cap. The tank must have a site glass mounted on the side of the tank. Line must be in placed inside frame rail and must not be any lower than hyd tank

P. T. O.: Chelsea cast iron body with an electronic overspeed control.

Pintle Hook: To be mounted on body beneath tailgate.

Installation: Body to be assembled on a
Chassis: 120 inch cab to axle

Top Rails: Reinforced top rail with angle (3 x 2 angle x 1/4 inch - INSIDE).

Rear Gate: Full swing gate at rear with 3 heavy duty hinges(steel not cast) on curb side. Constructed of 10 gauge expanded metal with perimeter frame structure of 2/3/3/16 rectangular tubing, and (3) three equally speed vertical frame post of 2X2X3/16 rectangular tubing. Heavy duty hinges(steel) to be of such strength and size as to insure level swing of gate. Positive hold back mechanism on curb side. Positive latch mechanism on road side to support gate in closed position

History

USER ID	WHEN IN	NAME	WHEN OUT	GROUP
EAHEUSTE ✓ ✕ ↘ Ⓢ	10/16/17 15:46:40	Edgar Heustess		wavDivision 8972
TBA	Future Task Item	To Be Assigned		wBudgUnit 2600 &
TBA	Future Task Item	To Be Assigned		wFleet Services
TBA	Future Task Item	To Be Assigned		wFixed Assets
TBA	Future Task Item	To Be Assigned		wAsst City Mgr 1
TBA	Future Task Item	To Be Assigned		wCity Mgr-Money
TBA	Future Task Item	To Be Assigned		wPurchasing Direc
TBA	Future Task Item	To Be Assigned		wCity Council-Mor
TBA	Future Task Item	To Be Assigned		wBuyer 1

Summary

Purchase Request# = R186057
 PR Total\$ = \$150,380.00
 Requested By = Edgar Heustess
 Request Date = 10/16/2017
 Entry Date = 10/16/2017
 Vendor = TBD-VENDOR TO BE DETERMINED BY PURCHASING

ACCOUNT INFORMATION

Item#	Quantity	Price	Item Total	Lg	Key	Object	Amt/Pct
0001	2.00	\$74,690.00	\$150,380.00	GL	6308972	658500	

Item Description

Trash trucks purchased off lease



We Are Columbia

MEETING DATE: March 6, 2018

DEPARTMENT: Procurement and Contracts

FROM: Sandra Wright, Purchasing Agent

SUBJECT: Council is asked to approve the Purchase of two (2) Side Loader Refuse Trucks, as requested by the Fleet Services Division. Award to Carolina Environmental Systems, Inc using the National Joint Powers Alliance Contract in the amount of \$528,800.00. This vendor is located in Kernersville, NC.

REQUISITION NO.: R186970

FINANCIAL IMPACT: Funding Source: Capital Replacement-Auto, Trucks, Heavy-Equipment Capital; 6308972-658500. The original budgeted amount is \$528,800.00.

ORIGINAL BUDGET: \$528,800.00.

CLEAN WATER 2020?: No

STRATEGIC GOALS: Provide high quality municipal services

Sec. 2-204.-Item (10) - 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 purchasing agreements.

ATTACHMENTS:

- **#a:** Quote and NJPA information with bid tabulation (PDF)

2

Carolina Environmental Systems, Inc.
306 Pineview Drive, Kernersville, NC 27284
(336) 869-9900

February 6, 2018

Mr. Edgar Heustess
Fleet Administrator
2910 Colonial Drive
Columbia, South Carolina 29203

Reference : NJPA - Heil Python 28 Eject Automated Side Loader / 2018 Peterbilt

Dear Mr. Heustess :

Per your request, we are pleased to quote to you the following **Heil Python 28 Yd Full Eject Automated Side Loader** per the standard factory specifications as follows :

1. Factory Mounting
2. **Tri-Cuff Grabbers**
3. 5.2 Cubic Yd Hopper
4. 108" Lift Reach
5. Street Side Access Door with Step and Grab
6. Under Hopper Liquid Sump
7. Body Props
8. Tailgate Props
9. Fully Automatic Shur-Lock Tailgate Locks
10. OIGAI Front Tandem Vane Pump
11. Chassis Frame Mounted Oil Tank w/ Temp Gauge and Shut Off
12. 3 Micron Return Line Filter
13. 100 Mesh Suction Line Strainer
14. In-Cab Packing Controls / Electric-Air
15. In-Cab Hoist Controls Air Electric Joystick
16. In-Cab Controls for Tailgate
17. Cortex Controller "In Sight " Diagnostic Display / Lift Cycle Counter
18. Select -O-Pack
19. Auto Lift
20. Arm Rest
21. Back - Up Alarm
22. LED Center Mounted Brake Light
23. LED Duplicate High and low mount stop , Turn and Tail Lights
24. LED Mid Body Turn Signals
25. LED Federal # 108 Clearance and Reflector Lights
26. ICC Reflective Tape
27. Rear Mud Flaps
28. Rear Underride Guard

29. Rear Camera Bracket and Floodlights – No Camera
30. Body Undercoating
31. City of Columbia Royal Blue Paint – Dupont # N3056HN
32. Cavity Coat and Joint Sealer
33. Remote Packer Lube Kit
34. Safety Triangle Kit
35. Hopper Lift and Worklight Kit
36. Strobe Light @ Tailgate
37. Peterson Smart Lights
38. Dual Front Oval Strobe Lights
39. Manual Hopper Cover w/ Mesh Expanded Metal and Handle
40. 20 # Fire Extinguisher
41. Tool Box @ Tailgate Bumper
42. Rear Caution Decal Kit
43. Four (4) Camera System and Monitor / 3rd Eye
44. Lincoln Auto Lube System / Arm Only
45. 12 Month Body Warranty
46. Freight

1. Heil Python 28 – Full Eject / 2018 Peterbilt 520 RH Drive \$ 263,900.00

Delivery on the complete truck and body will be approximately 60-75 Days after receipt of a confirming purchase order.

In addition , our standard terms of Full Net Invoice / Delivery will also apply.

The South Carolina state sales tax of \$500.00 is not included in the above price and should be paid to the DMV when licensing the vehicle.

Please know that all of our ready trucks are quoted subject to prior sale.

The enclosed pricing is based on the Heil Environmental contract that is currently in place with National Joint Powers Alliance per contract # 112014-THE per for the truck and body.

The specifications are based on the Heil Python and Peterbilt specs enclosed for your review. We thank you for this opportunity and we look forward to hearing from you soon should there be any questions

Kindest Regards ,



Chip Taylor
Carolina Environmental Systems, Inc.

Mobile : (803) 238-3590

E-Mail :chiptaylor@sc.rr.com

GSP Marketing

322 Lavansville Road - Somerset, PA 15501 -
 Phone: 704-608-8126 - Fax: 814-443-4966 - Email: dave@g-sproducts.com

**QUOTE**

Date	Quote #
01/24/18	DZJMQ1279

Quote To: Columbia, City of
 Edgar Heustess
 2910 Colonial Drive
 Columbia, SC 29203

Email: eaheustess@columbiasc.net
Phone: (803) 545-3890
Fax: (803) 733-8500

Ship To Columbia, City of
 Edgar Heustess
 2910 Colonial Drive
 Columbia, SC 29203

Phone: (803) 545-3890
Fax: (803) 733-8500

Here is the quote you requested.

TERMS:
PAYMENT ON DELIVERY

Dave Cote Mobile

P.O. #

F.O.B.
SOMERSET PA.

Qty.	Description	Unit Price	Ext. Price
1	CS-9129A 29 CU YD COLLECSTAR AUTOMATED SIDE LOADER CLASS 8 174"		
	CT 56"+AF 240" WB TANDEM		
1	TANDEM FRONT MOUNT VANE PUMP, ELECTRIC JOY STICK		
1	PAINT CITY BLUE DUPONT #N3056 ARM SAFETY YELLOW		
1	IN CAB ELECTRONIC LIFT CYCLE COUNTER		
1	IN CAB HYDRAULIC FILTER BY-PASS MONITOR WITH SHUTDOWN		
1	PETERSON SMART LIGHT (6) STROBE SYSTEM 4 REAR 2 FRONT		
1	QUAD CAMERA SYSTEM BY ZONE DEFENSE INCL QUAD MONITOR (LEFT DOOR, REAR, HOPPER AND ARM)		
2	20# FIRE EXTINGUISHER MOUNTED ON BODY		
1	RESETABLE CIRCUIT BREAKERS		
1	CAUTION SIGN ON TAILGATE COVERING MORE THAN HALF		
1	EXTENDED CLAENOUT TOOL, SHOVEL AND BROOM HOLDER		
1	HYDRAULIC HOSES FULLY GUARDED		
1	SPARE TIRE AND RIM FRONT AND REAR		
550	TRUCK DELIVERY		

SubTotal	\$112,749.10
Sales Tax	\$0.00
Shipping	\$0.00
Total	\$112,749.10



Contract#: 081716-PMC



KEEPING CUSTOMERS FOR LIFE



January 31, 2018

Edgar Heustess
City of Columbia
2910 Colonial Drive
Columbia, SC 29203

Regarding: 2019 Peterbilt 520 quotation per NJPA Contract #081716-PMC

The Larson Group-Peterbilt is a proud vendor for NJPA, and we are pleased to submit for your review our quotation for a new 2019 Peterbilt 520 per NJPA Contract #081716-PMC. Your terms are as follows:

- 2019 Peterbilt 520 per the attached specifications
- Price includes NJPA discount from Peterbilt Motors Company
- Price includes pre-delivery inspection
- Price does NOT include state or federal taxes, such as Federal Excise Tax
- Price is FOB Body Builder
- Delivery in approximately 90-120 days after receipt of PO
- Net cash price: \$135,556**

Based on a list price of \$231,009 this represents a discount of 41.32% in agreement with the NJPA contract #081716-PMC pricing for this model.

Additionally, we will add cost of 29 Cubic Yard Collect Star Automated side loader body from GSP Products per quote number DZJMQ1279 dated 01/24/2018 of **\$112,749**. Installation of body will add approximately 45 days to delivery. GSP Products quote includes delivery to Columbia, SC. Additional items include 5 year/unlimited mileage Allison warranty **\$1,001**, Peterbilt parts and service manuals **\$460**. Your total purchase cost would be **\$249,766**. Please call or email me if you have any questions regarding this quotation. We have over 100 vocational and trucks and over 100 highway tractors in stock at all times, and we can also review our current inventory to see if we have any trucks in stock that would meet your requirements. We look forward to doing business with you and your agency.

Sincerely,

James Fisher
Medium Duty and Vocational Sales
Office 704-599-2312
Cell 704-619-1276
Fax 704-597-8764
jfisher@tlgtrucks.com



THE LARSON GROUP TLGTRUCKS.COM
Phone: 417.865.5355 3026 N Mulroy Road
Fax: 417.869.7735 Strefford, MO 65757

History

USER ID	WHEN IN	NAME	WHEN OUT	GROUP
EAHEUSTE	12/01/17 16:22:10	Edgar Heustess		wavDivision 8972
TBA	Future Task Item	To Be Assigned		wBudgUnit 2600
TBA	Future Task Item	To Be Assigned		wFleet Services
TBA	Future Task Item	To Be Assigned		wFixed Assets
TBA	Future Task Item	To Be Assigned		wAsst City Mgr 1
TBA	Future Task Item	To Be Assigned		wCity Mgr-Money
TBA	Future Task Item	To Be Assigned		wPurchasing Direc
TBA	Future Task Item	To Be Assigned		wCity Council-Mor
TBA	Future Task Item	To Be Assigned		wBuyer 1

Summary

Purchase Request# = R186970
 PR Total\$ = \$507,566.00
 Requested By = Edgar Heustess
 Request Date = 12/1/2017
 Entry Date = 12/1/2017
 Vendor = TBD-VENDOR TO BE DETERMINED BY PURCHASING

ACCOUNT INFORMATION

Item#	Quantity	Price	Item Total	Lg	Key	Object	Amt/Pct
0001	2.00	\$253,283.00	\$507,566.00	GL	6308972	658500	

Item Description

Side Loaders for Solid Waste to be purchase off lease

FORM G

MOBILE REFUSE COLLECTION VEHICLES WITH RELATED EQUIPMENT, ACCESSORIES, AND SERVICES

	Possible Points	Crane Carrier Company	Labrie Enviroquipo Group	McNeilus Companies	Pak-Mor Ltd	Routeware Inc.	Scranton Mftg Company Inc/New Way	The Heil Company
Conformance to Terms/ Conditions to Include Documentation	50	42.50	38.00	32.50	30.00	25.00	40.00	45.00
Pricing	400	312.50	327.50	333.75	275.00	237.50	307.50	343.75
Financial, Industry and Marketplace Successes	75	55.00	56.25	65.00	47.50	41.25	52.50	68.75
Bidder's Ability to Sell/ Service Contract Nationally	100	70.00	67.50	77.50	51.25	41.25	76.25	85.00
Bidder's Marketing Plan	50	38.75	38.75	36.25	32.50	31.25	37.50	42.75
Value Added Attributes	75	60.00	64.00	53.75	48.75	50.00	53.75	68.75
Warranty Coverages and Information	50	38.75	38.75	40.00	30.00	40.00	33.75	40.00
Selection and Variety of Products and Services Offered	200	116.25	152.50	145.00	133.75	110.00	155.00	167.50
Total Points	1,000	733.75	783.25	783.75	648.75	576.25	756.25	861.50


Ginger Line, CPPB, NJPA

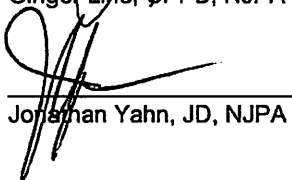
12/3/2014


Tracy Plinske, NJPA

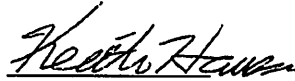
12/3/2014


Gregg Meierhofer, CPPO, NJPA

12/3/2014


Jonathan Yahn, JD, NJPA

12/3/2014


Keith Hanson, CPA, NJPA

12/3/2014

Form E



Contract Acceptance and Award

(To be completed only by NJPA)

**NJPA 112014 # MOBILE REFUSE COLLECTION VEHICLES WITH RELATED
EQUIPMENT, ACCESSORIES, AND SERVICES**

The Hell Co.

 Proposer's full legal name

Your proposal is hereby accepted and awarded. As an awarded Proposer, you are now bound to provide the defined product/equipment and services contained in your proposal offering according to all terms, conditions, and pricing set forth in this RFP, any amendments to this RFP, your Response, and any exceptions accepted or rejected by NJPA on Form C.

The effective start date of the Contract will be December 16, 20 14 and continue for four years from the board award date. This contract has the consideration of a fifth year renewal option at the discretion of NJPA.

National Joint Powers Alliance® (NJPA)

NJPA Authorized signature:

NJPA Executive Director

Dr. Chad Connette

(Name printed or typed)

Awarded this

16th

day of

December, 20 14NJPA Contract Number 112014-THC

NJPA Authorized signature:

NJPA Board Member

Scott Veronen

(Name printed or typed)

Executed this

16th

day of

December, 20 14NJPA Contract Number 112014-THC

Proposer hereby accepts contract award including all accepted exceptions and NJPA clarifications identified on FORM C.

Vendor Name

THE HELL CO.

Vendor Authorized signature:

LARRY ANGEL

(Name printed or typed)

Title:

GENERAL MANAGER - READY TRUCKS

Executed this

12TH

day of

JANUARY, 20 15NJPA Contract Number 112014-THC

Contract Award
RFP 112014 #

FORM D

Formal Offering of Proposal

**MOBILE REFUSE COLLECTION VEHICLES WITH RELATED EQUIPMENT, ACCESSORIES,
AND SERVICES**

In compliance with the Request for Proposal (RFP) for MOBILE REFUSE COLLECTION VEHICLES WITH RELATED EQUIPMENT, ACCESSORIES, AND SERVICES the undersigned warrants that I/we have examined this RFP and, being familiar with all of the instructions, terms and conditions, general specifications, expectations, technical specifications, service expectations and any special terms, do hereby propose, fully commit and agree to furnish the defined equipment/products and related services in full compliance with all terms, conditions of this RFP, any applicable amendments of this RFP, and all Proposer's Response documentation. Proposer further understands they accept the full responsibility as the sole source of responsibility of the proposed response herein and that the performance of any sub-contractors employed by the Proposer in fulfillment of this proposal is the sole responsibility of the Proposer.

Company Name: The Heil Co.

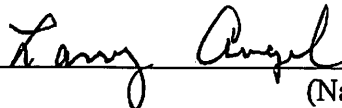
Date: 11/19/2014

Company Address: 2030 Hamilton Place Blvd, Suite 200

City: Chattanooga, TN 37421

Contact Person: Larry Angel

Authorized Signature (ink only):


(Name printed or typed)



We Are Columbia

MEETING DATE: March 6, 2018

DEPARTMENT: Procurement and Contracts

FROM: Sandra Wright, Purchasing Agent

SUBJECT: Council is asked to approve the Purchase of two (2) Air Sweeper Trucks, as requested by the Fleet Services Division. Award to TYMCO, Inc. using the Helping Governments Across the Country Cooperative Purchasing Agreement in the amount of \$560,540.00. This firm is located in Waco, TX.

REQUISITION NO.: R186230

FINANCIAL IMPACT: Funding Source: Solid Waste Street Sweeping– Auto, Trucks, Heavy Equipment Capital; 5534408-658500. The original budgeted amount is \$599,999.40.

ORIGINAL BUDGET: \$599,999.40

CLEAN WATER 2020?: No

STRATEGIC GOALS: Provide high quality municipal services

Sec. 2-204.-Item (10) - 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 purchasing agreements.

ATTACHMENTS:

- **#a:** Quote and State contract information (PDF)
- **#b:** HGAC Cooperative explanation (JPG)

Packet Pg. 63

History

USER ID		WHEN IN	NAME	WHEN OUT	
JPHOOKS	✓	10/26/17 11:06:14	John P. Hooks	10/26/17 14:35:26	wavDI
RAANDERS	✓	10/26/17 14:36:07	Robert Anderson	10/31/17 08:48:21	wBudg
JDKNOCHE	✓ ✕ ↘ 🌐	10/31/17 08:52:18	David Knoche	10/31/17 09:50:01	wFlee
EAHEUSTE	✓ ✕ ↘ 🌐	10/31/17 09:51:44	Edgar Heustess		
JDKNOCHE		Future Task Item	To Be Assigned		
TBA		Future Task Item	To Be Assigned		wFixe
TBA		Future Task Item	To Be Assigned		wAsst
TBA		Future Task Item	To Be Assigned		wCity
TBA		Future Task Item	To Be Assigned		wPurc
TBA		Future Task Item	To Be Assigned		wCity
TBA		Future Task Item	To Be Assigned		wBuye

Summary

Purchase Request# = R186230
 PR Total\$ = \$599,999.40
 Requested By = Regina Brown-Pendergrass
 Request Date = 10/26/2017
 Entry Date = 10/26/2017
 Vendor = TBD-VENDOR TO BE DETERMINED BY PURCHASING

ACCOUNT INFORMATION

Item#	Quantity	Price	Item Total	Lg	Key	Object	Amt/Pct
0001	555555.00	\$1.00	\$599,999.40	GL	5534408	658500	

Item Description

=====

SWEEPER- TRUCKS - FIRE TRUCKS

PR Notes

=====

Fleet Service will place a bid for (2) Sweepers requisition
total for \$600,000.00

Fleet Service will provide John Hooks with the
Winning Bid to attach to current requisition.
POC- John Hooks- 545-3830.


[LOGIN](#)

GENERAL PURPOSE & EMERGENCY VEHICLES	INFRASTRUCTURE EQUIPMENT & SERVICES	COMMUNICATIONS EQUIPMENT & SERVICES	GROUND FACILITIES & PARKS EQUIPMENT	PUBLIC WORKS EQUIPMENT	EMERGENCY EQUIPMENT & SUPPLIES	CONSULTING LEASING & STAFFING SERVICES	EMERGENCY PREPAREDNESS & DISASTER RECOVERY	COOPERATIVE ENERGY PURCHASING
--	---	---	---	------------------------------	--------------------------------------	--	--	-------------------------------------

You are here: [Home](#) > [Information About The Program](#) > [Contract List](#) > [Sweeping Equipment - SW04-16](#)

CONTRACT LIST

SWEEPING EQUIPMENT - SW04-16

For Pricing and Contractor's contact details, please [click here...](#)

Contract No.: SW04-16

Effective Date: April 1, 2016 to March 31, 2018

Sweeper bodies designed for installation on commercial cab-chassis (Ref. subsections B, C, and F, below) are priced below exclusive of an underlying chassis, and with mounting costs included. H-GAC has cab-chassis available for use with these sweeper bodies on our "Car & Light Truck" and our "Medium and Heavy Truck" contracts. Additionally, many vendors for these type sweepers (listed below) also included optional pricing for various brands and models of commercial chassis to complement these sweeper bodies. Contact contractors for more information. This equipment, as priced below, is inclusive of the manufacturers' standard components and performance. These units are priced as turn-key machines, operational upon delivery. Other than underlying chassis on commercial chassis configurations, each priced models below should not require any additional, compulsory equipment to render it a functioning, legally-equipped machine (except for the chassis on commercial chassis designs or where unforeseen circumstances additional mounting needs (e.g. customer supplies chassis outside of typical conversions)).

Street Sweepers: A General Overview:

Mechanical: scrubbing brushes work in tandem with water jets, with a conveyor used to transfer debris to a hopper. These are well-suited for collection of larger debris - versus dust and smaller particles; Vacuum: same as mechanical style, except that a vacuum nozzle is utilized to move debris from the brushes and direct to the hopper. Vacuum sweepers represent a balance between mechanical and regenerative air styles; Regenerative Air: air blasts serve to loosen debris on the road surface, and then are directed to the interior of the sweeper, where upon passing through screens, the debris is deposited and the filtered air is passed again to the road surface. Regenerative sweepers are designed to leave very little dust and to gather all but the most minute sized particles.

A sweeper's main drive engine may be the source of all power or an additional auxiliary engine may be also incorporated into the design.

- [A: Street Sweepers: Purpose Built / Custom Chassis](#)
- [A: Elgin](#)
- [A: Global](#)
- [A: Johnston](#)
- [B: Street Sweepers: Commercial Cab-Chassis-Mounted Design](#)
- [B: Elgin](#)
- [B: Global](#)
- [B: Johnston](#)
- [B: NiteHawk](#)
- [B: Schwarze](#)
- [B: Stewart-Amos](#)
- [B: Tymco](#)
- [C: Airport Runway Sweepers](#)
- [C: Elgin](#)
- [C: Johnston](#)
- [C: Schwarze](#)
- [C: Tymco](#)
- [D: Commercial/Industrial Sweepers and Scrubbers - Walk-Behind Design](#)
- [D: Advance](#)
- [D: Clarke](#)
- [D: Minuteman](#)
- [E: Commercial/Industrial Sweepers and Scrubbers - Riding Design](#)
- [E: Advance](#)
- [E: Clarke](#)
- [E: Minuteman](#)
- [F: Miscellaneous: Parking Lot, Walkway, Light Street, and Other Applications](#)
- [F: Cyclone](#)
- [F: NiteHawk](#)
- [F: Schwarze](#)
- [F: Waterblasting Technologies](#)

A: Street Sweepers: Purpose Built / Custom Chassis

[Back to top](#)

A: Elgin

Manufacturer: Elgin

Contractors: Kinloch Equipment & Supply, Inc.; MetroQuip, Inc.; Key Equipment & Supply Co. (Kansas City); Owen Equipment Company (OR); Owen Equipment Sales (CA); Trans Iowa Equipment, LLC; Virginia Public Works Equipment Company

H-GAC PRODUCT CODE	BASE UNIT DESCRIPTION
--------------------------	-----------------------

AA01	Pelican-NP: 3-wheel mechanical sweeper; engine: Deere 4045T diesel, 74 hp (EPA tier 4f); hopper: 3.5 cu. yds; water tank: 220 gallons; standard sweep path, max: 120"
AA02	Pelican-NR: 3-wheel mechanical waterless sweeper; engine: Deere 4045T diesel, 74 hp (EPA tier 4f); hopper: 3.5 cu yds variable height dump; standard sweep path, max: 120"; dust control skirts, dust extraction fan, filtered air exhaust.

[Back to top](#)

A: Global

Manufacturer: Global

Contractors: Global Environmental Products, Inc.; gT Equipment Co., Inc.; Associated Supply Company, Inc., dba ASCO Equipment Co.; AZ Wastewater Industries, Inc.; Brown Equipment Co., Inc.; Cyncon Equipment, Inc.; Elliot Equipment Co.; Equipment Company of the Rockies, LLC; J.F. McDermott Corp.; Jet-Vac Sewer Equipment Co., LLC; MSC Equipment, Inc.; Sellers Equipment, Inc.; Sewer Equipment of Illinois; Sheehan Mack Sales & Equipment; SSES, Inc., dba Southern Sewer Equipment Sales; Suffolk County Brake Service; Swanston Equipment Corp.; Team Eagle, Inc.; The Safety Company, LLC, dba MTech Company; Utility Truck and Equipment Co.; WSF LLC, dba Western Systems, Bortek Industries Inc.

H-GAC PRODUCT CODE	BASE UNIT DESCRIPTION
AB01	M3: 3-wheel mechanical sweeper; center-forward cab; Rear dump; engine: Deere 4045D diesel, 115 hp; hopper: 5.6 cu yds; water tank: 220 gallons; standard path, max: 125"
AB02	M4HSD: 4-wheel mechanical sweeper; Center Steer; RH or LH dump; engine: Cummins ISB 280, hopper: 5.0 cu yds; water tank: 280 gallons; standard path, max: 125"
AB03	M4: 4-wheel mechanical sweeper; center-forward cab; REAR DUMP; engine: Cummins diesel, 280 hp; hopper: 5.6 cu yds; water tank: 250 gallons; standard path, max: 125"
AB04	M4 Electric Hybrid: 4-wheel mechanical sweeper; center-forward cab; engine: Cummins diesel with generator-lithium ion battery system; hopper: 5.6 cu yds; water tank: 250 gallons; standard path, max: 125"
AB05	R3: 3-wheel regenerative air Sweeper; center forward cab; engine: Isuzu Tier IV Final 180HP, hopper: 6 cu. Yds; water tank: 230 gallons; standard path: 125"

[Back to top](#)

A: Johnston

Manufacturer: Johnston

Contractors: Johnston North America

H-GAC PRODUCT CODE	BASE UNIT DESCRIPTION
AC01	C201: 4-wheel compact vacuum sweeper; VMI diesel, 84 hp; hopper: 2.3 cu yds; water tank: 66 gallons; standard path, max: 120"

[Back to top](#)

B: Street Sweepers: Commercial Cab-Chassis-Mounted Design

[Back to top](#)

B: Elgin

Manufacturer: Elgin

Contractors: Kinloch Equipment & Supply, Inc.; MetroQuip, Inc.; Key Equipment & Supply Co. (Kansas City); Owen Equipment Company (OR); Owen Equipment Sales (CA); Trans Iowa Equipment, LLC; Virginia Public Works Equipment Company

H-GAC PRODUCT CODE	BASE UNIT DESCRIPTION
BA01	Eagle F: mechanical broom sweeper; auxiliary engine: Cummins diesel, 74 hp (EPA tier 4f); hopper: 4.5 cu. Yds; variable height dump; water tank: 280 gallons; standard sweep path, max: 120"
BA02	Eagle FW: mechanical broom waterless sweeper; auxiliary engine: Deere 4045T diesel, 74 hp (EPA tier 4f); hopper: 4.5 cu. Yds; variable height dump; standard sweep path, max: 120"; dust control skirts, dust extraction fan, filtered air exhaust
BA04	Broom Badger: mechanical sweeper; auxiliary engine Kubota 59 hp diesel (EPA tier 4f); hopper: 4 cubic yards; variable height dump; water tank: 220 gallons; standard sweep path, max 114"
BA05	Broom Bear: mechanical sweeper; single diesel chassis-engine design; hopper: 4.5 cu. yds variable height dump, water tank: 350 gallons; standard sweep path, max: 144"

B: Tymco

Manufacturer: Tymco
Contractors: Tymco, Inc.

H-GAC PRODUCT CODE	BASE UNIT DESCRIPTION
BI01	210-D: regenerative air sweeper; auxiliary engine: Kubota V2403MT Tier 4i turbocharged diesel, 56 hp; hopper: 2.4 cu.yds.; standard sweep path, max: 98"
BI02	210h: regenerative air sweeper; Hdrive hydraulic power system; single engine design; BlueLogic Control System; hopper: 2.4 cu.yds.; standard sweep path, max: 98"
BI03	435: mid-sized regenerative air sweeper; auxiliary engine: Kubota V2403T Tier 4i turbocharged diesel, 56 hp; hopper: 4 cu. yds.; water tank: 150 gallons; standard sweep path, max: 130"
BI04	DST-4: mid-sized regenerative air dustless sweeping technology sweeper; auxiliary engine: Kubota V2403T Tier 4i turbocharged diesel, 56 hp; hopper: 4 cu. yds.; water tank: 76 gallons; standard sweep path, max: 130"
BI05	DST-6: full size regenerative air dustless sweeping technology sweeper; auxiliary engine: Deere 4045 FT4 turbocharged diesel, 99 hp; hopper: 6 cu. yds.; water tank: 220 gallons; standard sweep path, max: 142"
BI06	Model 600: regenerative air sweeper; auxiliary engine: Deere 4045 FT4 turbocharged diesel, 99 hp; hopper: 7.3 cu.yds.; water tank: 220 gallons; standard sweep path, max: 142"
BI07	Model 500-X: high side dump regenerative air sweeper; auxiliary engine: Deere 4045 FT4 turbocharged diesel, 115 hp; hopper: 5.7 cu. yds., stainless steel; water tank: 250-gallons; dump height: 2-11"; standard sweep path, max: 142"

[Back to top](#)**C: Airport Runway Sweepers**[Back to top](#)**C: Elgin**

Manufacturer: Elgin
Contractors: Kinloch Equipment & Supply, Inc.; MetroQuip, Inc.; Key Equipment & Supply Co. (Kansas City); Owen Equipment Company (OR); Owen Equipment Sales (CA); Virginia Public Works Equipment Company

H-GAC PRODUCT CODE	BASE UNIT DESCRIPTION
CA01	Crosswind FSX: recirculating air sweeper; auxiliary engine: Deere 4045TF diesel, 74 hp (EPA tier 4f); hopper: 8 cu.yds; water tank: 240 gallons; standard sweep path, max: 144"

[Back to top](#)**C: Johnston**

Manufacturer: Johnston
Contractors: Johnston North America

H-GAC PRODUCT CODE	BASE UNIT DESCRIPTION
CB01	VS801: vacuum sweeper; single engine design; gearbox auxiliary drive hydraulic drive system; hopper: 10.8 cu yds; water tank: 535 gallons; dual steering; standard sweep path, max: 144"
CB02	RT655R: regenerative air sweeper; auxiliary engine: Deere 4045HF, 115 hp; hopper: 8.5 cu. yds.; water tank: 250 gallons; dual broom; standard sweep path, max: 144"

[Back to top](#)**C: Schwarze**

Manufacturer: Schwarze
Contractors: Schwarze Industries, Inc.; Balar Holding Corp. dba Balar Equipment; Texan Waste Equipment Inc. dba Heil of Texas

H-GAC PRODUCT CODE	BASE UNIT DESCRIPTION
CC01	A7 Zephyr: regenerative air sweeper; auxiliary engine: Deere 4045T Tier IV Final diesel, 115 hp; hopper: 8.4 cu. yds.; water tank: 250 gallons; standard sweep path, max: 144"

[Back to top](#)

C: Tymco

Manufacturer: Tymco
Contractors: Tymco, Inc.

H-GAC PRODUCT CODE	BASE UNIT DESCRIPTION
CD01	HSP: regenerative air high speed performance runway sweeper; auxiliary engine: Deere 4045T turbocharged diesel, 99 hp; hopper: 7.3 cu.yds.; water tank: 220 gallons; standard sweep path, max: 120"

[Back to top](#)

D: Commercial/Industrial Sweepers and Scrubbers - Walk-Behind Design

[Back to top](#)

D: Advance

Manufacturer: Advance
Contractors: Nilfisk, Inc

H-GAC PRODUCT CODE	BASE UNIT DESCRIPTION
DA01	7765 Propane (industrial series): sweeper-scrubber; 86 hp GM 3.0L; hopper: 16 cu. ft.; solution tank: 100 gallons; recovery tank: 100 gallons; standard scrub / sweep path: 54" / 60"
DA02	CS7000 (industrial series): sweeper-scrubber; hybrid propane / battery; hopper: 7 cu. ft.; high dump; solution tank: 75 gallons; recovery tank: 75 gallons; standard scrub / sweep path: 48" / 61"
DA03	Adfinity (industrial series): scrubber; battery powered; solution tank: 14 gallons; recovery tank: 14 gallons; standard scrub path: 20", disc pad
DA04	SC750 (industrial series): scrubber; battery powered; regular-to-heavy scrub applications; solution tank: 21 gallons; recovery tank: 21 gallons; standard scrub path: 26", disc pad
DA05	SC800 (industrial series): scrubber; battery powered; regular-to-heavy scrub applications; solution tank: 25 gallons; recovery tank: 25 gallons; standard scrub path: 26", disc pad
DA06	Warrior (industrial series): scrubber; battery powered; regular-to-heavy scrub applications; solution tank: 30 gallons; recovery tank: 30 gallons. standard scrub path: 28", disc pad
DA07	Terra 28-B (commercial series): sweeper; battery powered; removable rider design; hopper: 2.1 cu. ft.; standard sweep path: 28"
DA08	SW900 (commercial series): sweeper; battery powered; hopper: 1.8 cu. ft.; standard sweep path: 32"
DA09	CFP polishers (commercial series): cleaner-polisher; power cord design; pad/brush: standard scrub path: 20", disc pad

[Back to top](#)

D: Clarke

Manufacturer: Clarke
Contractors: Nilfisk, Inc

H-GAC PRODUCT CODE	BASE UNIT DESCRIPTION
DB01	Vantage 14: scrubber; battery powered; solution-recovery tank: 3 gallons; 14" scrub path; 14" disc pad
DB02	CA90 32T: scrubber; battery powered; solution-recovery tank: 30 gallon/28 gallon; 32" scrub path; 32" disc pad
DB03	Focus II MidSize: scrubber; battery powered; solution-recovery tank: 23 gallons; standard scrub path: 26", disc pad
DB04	Focus II MidSize BOOST: orbital technology for chemical free removal of floor finishes and scrubber; battery powered; solution-recovery tank: 23 gallons; standard scrub path: 28"
DB05	Focus II Compact: scrubber; battery powered; solution-recovery tank: 14.5 gallons; standard scrub path 20", disc pad
DB06	Focus II Compact BOOST: orbital technology for chemical free removal of floor finishes and scrubber; battery powered; solution-recovery tank: 14.5 gallons; standard scrub path: 20"
DB07	MA50 15B: scrubber; battery powered; solution-recovery tank: 3.5 gallons; 15" scrub path; 15" brush
DB08	CA30 17E: scrubber; cord electric; solution-recovery tank: 13.2 gallons; 17" scrub path; pad assist; 65 ft cord



Search H-GAC

Search



HGACBuy

HGACBuy is a "Government-to-Government" procurement service available nationwide. Governmental entities have been procuring products and services through HGACBuy for over 30 years. As a unit of local government assisting other local governments, HGACBuy strives to make the governmental procurement process more efficient by establishing competitively priced contracts for goods and services, and providing the customer service necessary to help its members achieve their procurement goals. All contracts available to members of HGACBuy have been awarded by virtue of a public competitive procurement process compliant with state statutes.

All units of local government, including non-profits providing governmental services, are eligible to join HGACBuy.

Become a Contractor

Bid Notices

Create an Interlocal Contract



We Are Columbia

MEETING DATE: March 6, 2018

DEPARTMENT: Procurement and Contracts

FROM: *Sandra Wright, Purchasing Agent*

SUBJECT: Council is asked to approve the Purchase of a Custom Cab Pumper Fire Truck, as requested by the Fleet Services Division. Award to Safe Industries using the Helping Governments Across the Country Cooperative Purchasing Agreement in the amount of \$582,830.00. This vendor is located in Easley, SC.

REQUISITION NO.: R186972

FINANCIAL IMPACT: Funding Source: Capital Replacement–Auto, Trucks, Heavy Equipment Capital; 6308972-658500. The original budgeted amount is \$596,000.00.

ORIGINAL BUDGET: \$596,000.00

CLEAN WATER 2020?: No

STRATEGIC GOALS: Provide high quality municipal services

Sec. 2-204.-Item (10) - 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 purchasing agreements.

ATTACHMENTS:

- **#a:** Quote and HGAC information (PDF)
- **#b:** HGAC Cooperative explanation (JPG)



SAFE INDUSTRIES

Official Proposal of the City of Columbia Fire Department

All Source Enterprises LLC. DBA Safe Industries herewith submits a specification of a KME Apparatus on December 20, 2017 in response to the specification request and in compliance with the description and specifications outlined in the meetings held with City of Columbia FD for:

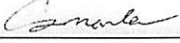
Package A:

• <u>Severe Service XMFD Cab w/ RollTec and Frontal Airbags, Side Mount Pump, Lowered Hosebed Body</u>	\$534,500.00
• <u>HGAC Fee for Cooperative Purchasing</u>	\$2,000.00
• <u>IMF Fee</u>	\$500.00
• <u>Precon at Columbia and Final Inspection at KME with 2 FD members</u>	Included
• <u>Loose Equipment Package</u>	\$45,830.00
• <u>Mounting of ALL LOOSE EQUIPMENT AND BRACKETS</u>	Included

Total of Package A

\$582,830.00

Bidding Organization Name: All Source Enterprises LLC. DBA Safe Industries
 Bidding Organization Address: 5031 Hwy 153
Easley, SC 29642

Signature of Bidder's Representative: 

Name: Cameron Marler
 Title: Apparatus Salesman
 Phone: 864-245-7937
 Email: cmarler@safeindustries.com

Delivery is to be made to Safe Industries subject to all clauses of the attached contract, within approximately 330 calendar days from receipt of the *CONTRACT* by the Bidder. Company will not be liable for any delay, failure to make delivery, or other default due to strikes or labor unrest, war, riot, federal, state or local government action, fire, flood or other disaster or acts of God, accidents, breakdown of machinery, lack of or inability to obtain materials, parts or supplies, or any other causes or circumstances beyond the reasonable control of Company which prevent or hinder Company's manufacture and/or delivery of the Apparatus. The Bidder's right to withdraw this proposal, if not accepted within thirty (30) days from the above date is hereby acknowledged. The above price is good for 60 days.

Revision 2/9/2018



5031 Hwy 153
Easley, SC 29642



(864) 845 - 7175 (P)
(864) 845 - 7176 (F)



sales@safeindustries.com



www.safeindustries.com

Safety is our Business. Service is our Priority

Packet Pg. 71


CONTRACT PRICING WORKSHEET
 For MOTOR VEHICLES Only

 Contract
 No.:

FS12-17

 Date
 Prepared:

2/9/2018

A. Product Item Base Unit Price Per Contractor's H-GAC Contract:

Buying Agency:	Columbia City Fire Department	Contractor:	Safe Industries
Contact Person:	Edgar Huestess	Prepared By:	Meredith Martin
Phone:	803-413-2746	Phone:	864-671-2233
Fax:		Fax:	864-845-7176
Email:	eahuestess@columbiasec.net	Email:	mmartin@safeindustries.com
Product Code:	MC04	Description:	KME Custom Cab Pumper

A. Product Item Base Unit Price Per Contractor's H-GAC Contract: \$ 358,929.00

B. Published Options - Itemize below - Attach additional sheet(s) if necessary - Include Option Code in description if applicable.

(Note: Published Options are options which were submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
Upgrade Panther cab and chassis to KME Severe Service	\$36,305	Whelen Led 36" - #Tal65 "Traffic Advisor" On Rear Of Body	\$1,287
Add Side Curtain Protection Air Bag System	\$8,143	Federal Q2B Siren @ Cab Front	\$3,302
20" Front Bumper Extension With Tread Plate Gravel Shield	\$1,233	Add 2-1/2" rear discharge DS	\$3,625
Upgrade front GVWR to 21,500# (includes axle upgrade, susp	\$1,281	Add 2-1/2" rear discharge OS	\$3,625
Upgrade front brakes to disc	\$1,083	Add 3" Manual extend-a-gun	\$1,760
Upgrade chassis engine to Cummins L9 450 hp with DPF and S	\$7,440	Add 3"deck gun discharge (gun not included)	\$3,426
Upgrade Fuel Tank 65 Gallons	\$1,460	Add 1-1/2" front bumper discharge	\$3,131
Add Frontal Protection Air Bag System	\$8,143	Upgrade to hinged treadplate hosebed cover	\$3,313
Delco Remy 40Si, 320 Amp Brushless Alternator	\$2,781	Add Booster Reel Package in Dunnage Area	\$5,023
Kussmaul Model 1200, 40Amp, Battery Charger	\$1,221	Upgrade to Hale QMAX pump, any rating from 1250 gpm thro	\$7,812
360 Degree Camera System	\$5,148	Add front suction with 180 degree chrome swivel (includes plu	\$6,726
Whelen Pioneer #Pfp2 Brow Light, 150W12V Led, (2) @ Fron	\$3,050	Upgrade OS Primary discharge to 4" w/ Handwheel control	\$5,102
Compt. Lights Upgrade, Amdor Luma Bar Led Lighting - Dual	\$3,199	Upgrade to "L-Style" water tank	\$2,136
(2) Whelen Pioneer #Pfal Recessed Lights, 35W12V Led, Rear	\$1,752	Subtotal From Additional Sheet(s):	\$947
(2) Whelen Pioneer #Pfal Recessed Lights, 35W12V Led Cab	\$1,752	Subtotal B:	\$135,206

C. Unpublished Options - Itemize below / attach additional sheet(s) if necessary.

(Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
Add I/C load management elctrical system	\$ 17,558	Add Whelen M6 LED Brake, Reverse & turn	\$ 1,060
Add Roll Sensor	\$ 1,769	Add Class 1 seat belt warning separate display	\$ 1,053
Add Setcom wireless and wired digital intercom D&O	\$ 3,996	Subtotal From Additional Sheet(s):	\$ 57,529
Add 3 headssets	\$ 1,230	Subtotal C:	\$ 84,195

For this transaction the percentage is:

17%

D. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C)

Quantity Ordered:	1	X Subtotal of A + B + C:	578330	=	Subtotal D:	578330
					Subtotal E:	2000

F. Trade-Ins / Other Allowances / Special Discounts / Freight / Installation

Description	Cost	Description	Cost
IMF fee	\$500		
Delivery	\$2,000		
		Subtotal F:	2500

Delivery Date:

TBD

G. Total Purchase Price (D+E+F):

\$ 582,830.00

Safe Industries

5031 HWY 153
 Easley, SC 29642
 P. 864.845.7175
 www.SafeIndustries.com

**QUOTE****QUOTE # QAS00070**

Page 1/3

BILL TO:

Columbia Fire Department
 Accounting Division
 PO Box 147
 Columbia, SC 29202-0147

SHIP TO:

Columbia Fire Department
 Logistics
 1901 Harden St
 Columbia, SC 29204-1015

Customer ID	Shipping Method	Sales Rep	Quote Exp Date	Terms	Date
COLUMBIAFDI001	BEST WAY-GROUND	CAMERONMARLER	5/7/2018	NET 30	2/6/2018

Quantity	UOM	Item #	Description	Unit Price	Extended Price
10	EACH	LOOSE_EQUIP_NON_I NVENTORY	HYDRO FLOW,RUBBER,5" X 100', EXTRA STRONG	\$650.00	\$6,500.00
3	EACH	LOOSE_EQUIP_NON_I NVENTORY	ATTACK LITE POLY,5" SUPPLY HOSE,5" STORZ X	\$500.00	\$1,500.00
6	EACH	LOOSE_EQUIP_NON_I NVENTORY	FIREQUIP DJ800,POLY,3" X 2.5"NH X 50',WHITE	\$230.00	\$1,380.00
8	EACH	LOOSE_EQUIP_NON_I NVENTORY	FIREQUIP DJ800,POLY,2.5"NH X 50',WHITE	\$175.00	\$1,400.00
24	EACH	LOOSE_EQUIP_NON_I NVENTORY	FIREQUIP DJ800,POLY,1.75" X 1.5"NH X 50',WHITE	\$120.00	\$2,880.00
6	EACH	ELKHART_BRASS_N ON_INVEN	XD Shut-Off 1.5", without pistol grip WITH XD Tip, 200gpm at 75psi, with integrated 15/16" slug.	\$865.00	\$5,190.00
<i>Orange Tip Stainless teeth</i>					
1	EACH	ELKHART_BRASS_N ON_INVEN	XD Shut-Off 2.5", without pistol grip with XD Tip, 300gpm at 75psi, with integrated 1 1/4" slug.	\$1,075.00	\$1,075.00
<i>Orange Tip Stainless teeth Options are ST-197A 1"/1 1/4" 1 1/2" or 1 3/8"/1 1/2"</i>					
1	EACH	ELKHART_BRASS_N ON_INVEN	XD Shut-Off 2.5", without pistol grip with triple stacked tips per Elkhart.	\$720.00	\$720.00
1	EACH	LOOSE_EQUIP_NON_I NVENTORY	Oasis Hydrant Assist Valve 4.5" NH(F)L/H X3-5" W/ bracket	\$2,300.00	\$2,300.00
2	EACH	LOOSE_EQUIP_NON_I NVENTORY	5" st RIGID X 6" NH(F) lhw	\$1,650.00	\$3,300.00
1	EACH	LOOSE_EQUIP_NON_I NVENTORY	Ramfan Battery powered, 18" power shroud	\$3,100.00	\$3,100.00
1	EACH	LOOSE_EQUIP_NON_I NVENTORY	Honda Generator with 500 watts LED light	\$1,900.00	\$1,900.00
1	EACH	LOOSE_EQUIP_NON_I NVENTORY	Bullard T3X Max Bundle with Electronic Thermal Throttle, Thermal Imager Charger with 2 Batteries	\$9,000.00	\$9,000.00

Safe Industries

5031 HWY 153
 Easley, SC 29642
 P. 864.845.7175
 www.SafeIndustries.com

**QUOTE****QUOTE # QAS00070**

Page 2/3

BILL TO:

Columbia Fire Department
 Accounting Division
 PO Box 147
 Columbia, SC 29202-0147

SHIP TO:

Columbia Fire Department
 Logistics
 1901 Harden St
 Columbia, SC 29204-1015

Customer ID	Shipping Method	Sales Rep	Quote Exp Date	Terms	Date
COLUMBIAFDI001	BEST WAY-GROUND	CAMERONMARLER	5/7/2018	NET 30	2/6/2018

Quantity	UOM	Item #	Description	Unit Price	Extended Price
1	EACH	ELKHART_BRASS_N ON_INVEN	Elkhart Stinger with mount and full set of stacked tips	\$3,160.00	\$3,160.00
1	EACH	LOOSE_EQUIP_NON_I NVENTORY	Hard Suction Hose Maxi flex, suction 6"hose, 5" storz X 6" RLM, 10'	\$640.00	\$640.00
1	EACH	LOOSE_EQUIP_NON_I NVENTORY	Hard Suction Hose Maxi flex, suction, 6" hose, 6" Storz x 6" RLM, 10'	\$465.00	\$465.00
1	EACH	45670	45670 - Streamlight Portable Scene Light with 120V AC/12V DC - Yellow..	\$660.00	\$660.00
4	EACH	44451	Streamlight Fire Vulcan LED Vehicle Mount with 12V DC (Orange)	\$165.00	\$660.00

Subtotal	\$45,830.00
Misc	\$0.00
Tax	\$0.00
Freight	\$0.00
Trade Discount	\$0.00
Total	\$45,830.00

FE01	Spartan Single Rear Axle Chassis, Poly Body, 1000 GPM Midship Pump, 2000 Gallon Tank
FE02	IH 2-Door Tandem Rear Axle Chassis, Poly Body, 1250 GPM Midship Pump, 2500 Gallon Tank
FE03	Spartan Tandem Rear Axle Chassis, Poly Body, 1500 GPM Midship Pump, 3500 Gallon Tank

[Back to top](#)

Deep South

Contractors:

Deep South Fire Trucks (Mfr.)

Fire Trucks of Texas (Dealer - Texas)

Product Code	Model & Description
B. Wildland Fire Apparatus (Brush Fire)	
GB01	Deep South Wildland Fire Apparatus, Ford Gas F-550 Regular Cab, 4X4, - 9' Alum. Flatbed Fire Body w/skid unit-150 GPM pump, 250 gallon tank.
GB02	Deep South Wildland Fire Apparatus, IHC 4400 Regular Cab, 4X2, 15' Alum. Flatbed Fire Body w/skid unit-150 GPM pump, 250 gallon tank.
GB03	Skid Unit, 100 GPM pump, 250 gallon water tank, Hose reel, 200' of 1" redline
GB04	Deep South Wildland Fire Apparatus, Ford Diesel F-550, Regular Cab, 4x4, 8' Factory Truck Bed w/skid unit, 150 GPM pump, 250 gallon water tank
C. Pumper Fire Apparatus	
GC01	1000 Series Pumper / KW T-370 2 door, Hi/Low Series Pumper, 750 Gallon Poly Tank - 1/8" Hi/Low Alum. body. Side-mount 1250 GPM pump.
GC02	1000 Series Pumper / Spartan Metro X 4 door, Hi/Low Series Pumper, 750 Gallon Poly Tank - 1/8" Hi/Low Alum. Body. Side-mount 1250 GPM pump.
D. Special Service Apparatus (Walk-In & Non Walk-In Bodies) Multi-Use: Rescue, Re-Hab, Hazmat, Mobile Command Center	
GD01	Quick Response Rescue / Fire Apparatus, Ford Gas F-550 Regular cab, 4X4, 9' - 1/8" Alum. 68" High Rescue / Fire Body.
GD02	Medium-Duty "Walk-Around" Rescue Body / KW T-370 2- door 12' - 1/8" Alum. 84" High Rescue / Fire Body.
GD03	Heavy Duty "Walk-Around" Rescue Body/Spartan MetroX 4 Door, 18' Alum. 84" High Rescue/Fire Body.
E. Pumper/Tankers & Tankers	
GE01	Classic Series Mild Steel Tank / KW T-370 2 door - 3/16" Semi-Elliptical 1800 gallon coated mild steel tank body & subframe, 500 GPM PTO pump.
GE02	Classic Series Poly Tank / KW T-370 2 door. 1800 gallon Poly Tank 1/8" Aluminum Body & Subframe, 500 GPM PTO pump.
GE03	Classic Series Poly Tank / Spartan Metro X 4 dr - 1800 gallon Poly Tank 1/8" Alum. Body & Subframe, 500 GPM PTO pump.

[Back to top](#)

Emergency One (E-One)

Contractors:

E-One Inc. (Mfr.)

Hall-Mark Texas (Dealer - TX)

Vogelpohl Fire Equipment, Inc., (Dealer - KY)

First Choice Fire Apparatus (Dealer - PA)

Chief Fire & Safety (Dealer - OK)

Blue Ridge Rescue Suppliers (Dealer - VA)

Desorcie Emergency Products (Dealer - VT)

Patriot Fire (Dealer - MD)

Fire Service Inc. (Dealer - IN)

Mid-South Emergency Equipment (Dealer - TN)

Greenwood Emergency Vehicles, Inc. (Dealer - MA)

Banner Fire Equipment (Dealer - IL)

Pete's Equipment Repair Inc. (Dealer - NM)

Hall-Mark RTC (Dealer - FL)

Sunbelt Fire, Inc. (Dealer - AL)

Fire Connections Inc.

Absolute Fire Protection Inc.

Allsource Enterprises, LLC dba Safe Industries

Matheny Motor Truck Company

Fire Safety USA, Inc.

Product Code	Model & Description
A. Aerials (Booms/Platforms, Ladders, Ladder/Platforms)	



Search H-GAC

Search



HGACBuy

HGACBuy is a "Government-to-Government" procurement service available nationwide. Governmental entities have been procuring products and services through HGACBuy for over 30 years. As a unit of local government assisting other local governments, HGACBuy strives to make the governmental procurement process more efficient by establishing competitively priced contracts for goods and services, and providing the customer service necessary to help its members achieve their procurement goals. All contracts available to members of HGACBuy have been awarded by virtue of a public competitive procurement process compliant with state statutes.

All units of local government, including non-profits providing governmental services, are eligible to join HGACBuy.

Become a Contractor

Bid Notices

Create an Interlocal Contract



We Are Columbia

MEETING DATE: March 6, 2018

DEPARTMENT: Procurement and Contracts

FROM: *Sandra Wright, Purchasing Agent*

SUBJECT: Council is asked to ratify an Emergency Procurement for the Repair of Asphalt Roadway and the Installation of a New Fire Hydrant at the intersection of Farrow Road and Pine Wedge Drive, as requested by Columbia Water. Award to G.H Smith Construction Co. a certified Local Business Enterprise, in the amount of \$50,100.00. This firm is located in Columbia, SC.

REQUISITION NO.: R188209

FINANCIAL IMPACT: Funding Source: Engineering –SPC Contracts (W/S,SW); 5511706-638305. The original budgeted amount is \$50,100.00.

ORIGINAL BUDGET: \$50,100.00

CLEAN WATER 2020?: No

STRATEGIC GOALS: Provide high quality municipal services

Sec 2-204. (6) of the City Ordinance. Competitive sealed bidding required; exceptions allow the City to purchase goods and services without competitive sealed bidding when it is an emergency procurement.

ATTACHMENTS:

- **#a:** Signed emergency and quote (PDF)

R/88207

JUSTIFICATION FOR EMERGENCY PROCUREMENT

Based upon the following determination, the proposed procurement action described below is being procured pursuant to the authority of Section 1.17 of the City of Columbia Procurement Regulation and the 1976 South Carolina Code of Laws.

This governmental body proposes to procure _

Contractual services for the repair of the asphalt roadway and installation of a new fire hydrant at the intersection of Farrow and Pine Wedge. It appears the hydrant at this location was damaged due to a vehicle colliding with it, causing a massive water leak under the roadway. Once the asphalt gave way, the result was a 14' by 30' crater in the road. Farrow Road, at this location, was closed. Due to the size and emergency nature of the repair required, the Water Maintenance Department requested this specific repair be completed by a contractor.

Not repairing these areas has the potential for significant additional damage to the roads and danger to life safety. (1)

as an emergency procurement from G.H. Smith Construction, Inc. for a cost of \$ 50,100 funded from 5529999 WM4323-18. (2)

The basis for this emergency determination and the reason no other vendor is suitable is:

Failure to move quickly with required repairs will further jeopardize public safety and increase the possibility of damaging the integrity of waterlines and roadway. G.H. Smith Construction, Inc. was selected for their ability to respond immediately. This contractor is very familiar with working with city specification and standards for waterline repair. G.H. Smith Construction, Inc. is available to start work immediately and has the most knowledge of this line. (3)

2/12/18
Date

[Signature] 2/12/18
Department Head Date

[Signature] 2/12/18
Assistant City Manager Date

[Signature] 2/13/18
Purchasing Agent Date

[Signature] 2/13/2018
CFO or Authorized Designee Date

Notes: (1) Enter description of goods or services to be procured.
(2) Enter name of emergency contractor.
(3) Enter the determination and basis for emergency procurement.
REV. 4/1/2015

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

G. H. Smith Construction, Inc.

430 Shuler Court • Columbia, S.C. 29212 • (803) 781-5460 • Fax (803) 781-1644

February 5, 2018

City of Columbia
Attn: Toby Porter

RE: Price for Farrow Road Emergency Repair

1. Mobilization	\$5,000.00
2. Backfill & re-excavate area 14'W x 30'L	\$3,000.00
3. Install new fire hydrant	\$5,000.00
4. Flowable Fill 52 CY x \$150.00	\$7,800.00
5. Asphalt patch (4" depth) 43 SY x \$100.00 per SY	\$4,300.00
6. Mill & resurface 100 SY @ 85.00 per SY	\$8,500.00
7. Traffic Control - Lump Sum	\$12,000.00
8. Restoration including striping	\$4,500.00

Total Price for Completed Repairs - \$50,100.00



We Are Columbia

MEETING DATE: March 6, 2018

DEPARTMENT: Procurement and Contracts

FROM: *Sandra Wright, Purchasing Agent*

SUBJECT: Council is asked to ratify Emergency Project WM4432 for the Construction of a 6" Water Main at Windsong Point Lane and Windsong Island Lane, as requested by Columbia Water. Award to G.H Smith Construction Co. a certified Local Business Enterprise, in the amount of \$206,850.00 This firm is located in Columbia, SC.

REQUISITION NO.: R186773

FINANCIAL IMPACT: Funding Source: Water & Sewer Capital Projects – Capital Projects Cost; 5529999-658650 WM4432. The original budgeted amount is \$206,850.00.

ORIGINAL BUDGET: \$206,850.00

CLEAN WATER 2020?: No

STRATEGIC GOALS: Provide high quality municipal services

Sec 2-204. (6) of the City Ordinance. Competitive sealed bidding required; exceptions allow the City to purchase goods and services without competitive sealed bidding when it is an emergency procurement

ATTACHMENTS:

- **#a:** Signed emergency justification and quote (PDF)

R18677J

JUSTIFICATION FOR EMERGENCY PROCUREMENT WM4432

Based upon the following determination, the proposed procurement action described below is being procured pursuant to the authority of Section 1.17 of the City of Columbia Procurement Regulation and the 1976 South Carolina Code of Laws.

This governmental body proposes to procure

Contractual services for the installation of 360 linear feet of 6" ductile iron pipe (D.I.P) and 140 linear feet of 2" polyethylene tubing on Windsong Point Lane and Windsong Island Lane. Additional work includes the abandonment of a 4" PVC waterline and 2" galvanized waterline, fire hydrant installation, fire hydrant relocation, connection to existing water meters, bacterial testing, paving, traffic control and erosion control. The installation of the new line also includes repair of asphalt lanes impacted by this replacement.

Due to a persistent leak in the existing 4" waterline that City Forces have patched on numerous occasions, a design for this replacement has been completed. This design package was in the process of being routed to Procurement. However, a new leak has been located under elaborate landscaping and brick work. In order to repair the current leak, the landscaping and brick work would need to be impacted. City Forces does not have the expertise to replace this landscaping and brick work. An above ground temporary bypass line is not feasible due to the cold weather season. Not repairing the leak could cause structural damage to the residential property, which has been the property owner's concern from previous leaks.

as an emergency procurement for a cost of \$ 206,850 funded from WM 3001-18. This total includes the lowest bid total plus a 15% contingency amount to cover any unforeseen costs.

The basis for this emergency determination and the reason no other vendor is suitable is:

Failure to move quickly with required repairs could jeopardize public safety and the structural integrity of adjacent buildings. Three contractors were invited to propose their prices. These three contractors are very familiar with working with galvanized pipe, PVC pipe, and DIP and are familiar with city specification and standards for waterline repair. G.H. Smith Construction, Inc. is the lowest responsible responsive contractor and is available to start work immediately and has the most knowledge of this line.

Date

Department Head

Assistant City Manager

Purchasing Agent

CFO or Authorized Designee

Date

Date

Date

Date

- Notes: (1) Enter description of goods or services to be procured.
(2) Enter name of emergency contractor.
(3) Enter the determination and basis for emergency procurement.

REV. 4/1/2015

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

G. H. Smith Construction, Inc.

430 Shuler Court

CIP PROJECT #: WM4432

6" WATER MAIN CONSTRUCTION ON WINDSONG POINT LN. & WINDSONG ISLAND LN.

Columbia, SC 29212-8020 OPINION OF PROBABLE COST TO CONSTRUCT IMPROVEMENTS BY CONTRACT

DO NOT CHANGE ANY ITEM DESCRIPTION ON THESE SHEETS UNLESS YOU ARE DIRECTED TO BY ADDENDUM. IN THE EVENT THE CONTRACTOR MAKES ANY CHANGES, THE BID WILL NOT BE READ PUBLICLY AND THE PROPOSAL WILL BE REJECTED AND NOT CONSIDERED.

Item No.	Description	Estimated Quantities	Unit	Unit Price	Amount
1	Water Pipeline in a Trench				
a)	6" Ductile Iron Pipe	350	LF	80.00	28,800.00
b)	2" Polyethylene PE3408 Tubing	140	LF	60.00	8,400.00
2	Fittings				
a)	Mechanical Joint Ductile Iron				
1)	Bonds				
a)	6-inch 11, 25°, 22.5°, 45°, and 90° Bonds	2	EA	400.00	800.00
2)	Tees				
a)	6-inch (main) x 6-inch (Branch)	2	EA	500.00	1,000.00
3)	Tapping Tee and Valve				
a)	6-inch (main) x 6-inch (Branch)	1	EA	4500.00	4,500.00
4)	Tapping Tee and Valve				
a)	10-inch (main) x 6-inch (Branch)	1	EA	4000.00	4,000.00
5)	6" Sleeve				
a)	6-inch x 2-inch	1	EA	500.00	500.00
6)	Reducer				
a)	6-inch x 2-inch	1	EA	400.00	400.00
7)	Plug / Cap				
a)	6-inch	1	EA	300.00	300.00
3	In-place Abandonment of Existing Waterline				
a)	Existing Water Main Plugged (cut and plug both sides)	2	EA	3000.00	6,000.00
4	In-place Abandonment of Existing Valve				
		2	EA	300.00	600.00
5	New Fire Hydrant Assembly (to include the teelapping sleeve, gate valve, hydrant lead, & hydrant)				
		3	EA	4000.00	12,000.00
6	New Blow Off Assembly (Below Ground w/ Box)				
		1	EA	2000.00	2,000.00
7	Valve with Box & Cover				
a)	6" Gate Valve	3	EA	800.00	2,400.00
8	New Water Service (including saddle, tubing, corporation stop, curb stop, backflow preventer, pressure reducing valve, plastic box, metal lid with reader)				
a)	Short Side Water Service (1")	13	EA	1000.00	13,000.00
b)	Long Side Water Service (1")	7	EA	1200.00	8,400.00
9	Remove and Replace Asphalt Pavement	75	CY	450.00	34,200.00
10	Excavatable Flowable Fill (200 psi)	227	CY	50.00	11,350.00
11	Remove and Replace Existing Curb and Gutter	12	LF	100.00	1,200.00
12	Erosion and Sediment Control	1	LS	10,000.00	10,000.00
13	Restoration (to include, but not limited to sod replacement and any driveway repair)	1	LS	20,000.00	20,000.00
14	Traffic Control	1	LS	10,000.00	10,000.00

SUBTOTAL \$ 179,850.00

+ 15% \$ 27,000

* Total \$ 206,850 *

Jerry Smith
803-622-5139

Page 1 of 1

CIP# WM4432

G. H. Smith Construction, Inc.

430 Shuler Court

CIP PROJECT #: WM4432

0" WATER MAIN CONSTRUCTION ON WINDSONG POINT LN. & WINDSONG ISLAND LN.

Columbia, SC 29212-8020 OPINION OF PROBABLE COST TO CONSTRUCT IMPROVEMENTS BY CONTRACT

DO NOT CHANGE ANY ITEM DESCRIPTION ON THESE SHEETS UNLESS YOU ARE DIRECTED TO BY ADDENDUM. IN THE EVENT THE CONTRACTOR MAKES ANY CHANGES, THE BID WILL NOT BE READ PUBLICLY AND THE PROPOSAL WILL BE REJECTED AND NOT CONSIDERED.

Item No.	Description	Estimated Quantities	Unit	Unit Price	Amount
1	Water Pipeline in a Trench				
a)	6" Ductile Iron Pipe	360	LF	80.00	28,800.00
b)	2" Polyethylene PE3408 Tubing	140	LF	60.00	8,400.00
2	Fittings				
a)	Mechanical Joint Ductile Iron				
1) Bonds					
a)	6-Inch 11.25°, 22.5°, 45°, and 90° Bonds	2	EA	400.00	800.00
2) Tees					
a)	6-Inch (main) x 6-Inch (Branch)	2	EA	500.00	1,000.00
3) Tapping Tee and Valve					
a)	6-Inch (main) x 6-Inch (Branch)	1	EA	4500.00	4500.00
4) Tapping Tee and Valve					
a)	10-Inch (main) x 6-Inch (Branch)	1	EA	4000.00	4000.00
5) 6" Sleeve					
a)	6-Inch x 2-Inch	1	EA	500.00	500.00
6) Reducer					
a)	6-Inch x 2-Inch	1	EA	400.00	400.00
7) Plug / Cap					
a)	6-Inch	1	EA	300.00	300.00
3	In-place Abandonment of Existing Waterline				
a)	Existing Water Main Plugged (cut and plug both sides)	2	EA	3000.00	6000.00
4	In-place Abandonment of Existing Valve	2	EA	300.00	600.00
5	New Fire Hydrant Assembly (to include the test tapping sleeve, gate valve, hydrant lead, & hydrant)	3	EA	4000.00	12,000.00
6	New Blow Off Assembly (Below Ground w/ Box)	1	EA	2000.00	2000.00
7	Valve with Box & Cover				
a)	6" Gate Valve	3	EA	800.00	2400.00
8	New Water Service (including saddle, tubing, corporation stop, curb stop, backflow preventer, pressure reducing valve, plastic box, metal lid with roader)				
a)	Short Side Water Service (1")	13	EA	1000.00	13,000.00
b)	Long Side Water Service (1")	7	EA	1200.00	8400.00
9	Remove and Replace Asphalt Pavement	76	CY	450.00	34,200.00
10	Excavatable Flowable Fill (200 psi)	227	CY	50.00	11,350.00
11	Remove and Replace Existing Curb and Gutter	12	LF	100.00	1200.00
12	Erosion and Sediment Control	1	LS	10,000.00	10,000.00
13	Restoration (to include, but not limited to sod replacement and any driveway repair)	1	LS	20,000.00	20,000.00
14	Traffic Control	1	LS	10,000.00	10,000.00

SUBTOTAL \$179,850.00

CIP# WM4432

+ 15% \$27,000

* Total → 206,850 *

Jimmy Smith
803-622-5139

Page 1 of 1



We Are Columbia

MEETING DATE: March 6, 2018

DEPARTMENT: Procurement and Contracts

FROM: Sandra Wright, Purchasing Agent

SUBJECT: Council is asked to approve an Agreement for Project SS7335-A; Services to Designate, Mark, and Record Easement Boundary over Sanitary Sewer Force Mains, as requested by Columbia Water. Award to American Engineering Consultants, Inc., in an amount not to exceed \$250,000.00. This firm is located in Cayce, SC.

REQUISITION NO.: R185208

FINANCIAL IMPACT: Funding Source: Water Maintenance Budget; 5516205-638305. The original budgeted amount is \$250,000.00.

ORIGINAL BUDGET: \$250,000.00

CLEAN WATER 2020?: Yes

STRATEGIC GOALS: Provide high quality municipal services

Staff has negotiated a fee not to exceed Two Hundred Fifty Thousand Dollars and No/100 (\$250,000.00) for the specified needs with American Engineering Consulting, Inc. The purpose for this Agreement is to locate the limits of Force Main Easements, physically mark the easement boundaries and update the City Geographic Information System (GIS) and real-estate record databases with the documented easement boundaries.

The majority of the sanitary sewer force mains are located on City owned property or easements owned leased or operated by the City. The City has permanent sewer easements that are of varying widths. Property easements owned, leased or operated by the City can vary from wet, low lying areas next to creeks, streams or rivers to those in fully developed neighborhoods and businesses districts, to easements on steeply sloped embankments, or to areas at City owned facilities.

The data collected will support the administration of the Transmission System Operations and Maintenance Program (TSOMP). The TSOMP ensures the City is able to address and prevent Sanitary Sewer Overflows (SSO) associated with Pump Stations and their Force Mains.

The City currently operates under the terms of a Consent Decree and is mandated by the United States Environmental Protection Agency (EPA) and the South Carolina Department of Health and Environmental Control (SCDHEC) to administer the TSOMP. At all times during fulfillment of this project activities and deliverables shall support the TSOMP and the requirements of the Consent Decree to the maximum extent possible. American Engineering is a non DBE firm located in Cayce, SC. There are no subs on this project.

ATTACHMENTS:

- **#a:** American.Engineering.Consultants. SS7335-A Designate Mark & Record signed by American Engineering. (PDF)
- **#b:** SS7335-A_Project Manual_Force Main Easement Boundary ID_Version 11-10-20... (PDF)
- **#c:** Business Information Record for Subconsultants (PDF)
- **#d:** SS7335 SS Force Main Easement Boundary Marking Maps (PDF)

American Engineering Consultant, Inc.

AGREEMENT FOR CONTRACTOR SERVICES

THIS AGREEMENT is entered into as of the date of the last signature affixed hereto, by and between the City of Columbia, South Carolina (hereinafter referred to as the "OWNER") and American Engineering Consultants, Inc., (hereinafter referred to as the "CONTRACTOR"), for CONTRACTOR to render services in accordance with Project SS7335-A, "Designate, Mark and Record Locations of Easement Boundary Over Sanitary Sewer Force Mains," to locate the limits of Force Main easements for the OWNER, physically mark the easement boundaries, and update OWNER GIS and real-estate record databases with accurately documented easement boundaries.

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

I. Scope of Services

Upon written notification by the OWNER to proceed, the CONTRACTOR shall complete the scope of services more fully described in Exhibit A, SS7335-A Project Manual, attached hereto. The CONTRACTOR shall perform any and all incidental services not specifically set forth in Exhibit A, which are necessary to fully complete the scope of services described in Exhibit A and as further outlined by the CONTRACTOR in Exhibit B, Surveying Services For Sanitary Sewer Force Main Easement Boundary Marking SS7335-A statement of work.

II. Supplemental or Additional Services

Supplemental or Additional Services may be required of the CONTRACTOR by the OWNER or recommended by the CONTRACTOR and approved by the OWNER in writing.

The CONTRACTOR must obtain written approval from the OWNER for any Supplemental or Additional Services prior to the work being performed. If the CONTRACTOR fails to obtain prior written approval to perform the work, the OWNER is under no obligation to compensate the CONTRACTOR for services performed.

III. Term of Agreement

This Agreement shall expire, unless terminated earlier as provided for herein, on June 30, 2018, or at such time the total compensation provided for herein is reached, whichever is later.

IV. Schedule for Completion of Services

Time is of the essence. The CONTRACTOR shall complete any and all services performed under this Agreement by June 30, 2018.

V. Compensation/Invoicing Procedure

A. The compensation to be paid by the OWNER to the CONTRACTOR under this Agreement shown in the 'Detailed Cost Schedule' section of Exhibit B, attached hereto, shall not exceed Two Hundred Fifty Thousand Dollars and No/100 (\$250,000.00) and as further defined in Exhibit A, SS7335-A Project Manual, Section 7.6. Use of contingency funds for additional services is dependent upon written authorization of the OWNER.

B. The CONTRACTOR shall submit invoices no more frequently than monthly for services rendered during each phase of the Project. Each invoice submitted must describe the services for which payment is requested as shown in the project schedule, show payment calculations and specify the person(s) rendering such service(s). Each invoice shall bear the signature of the successful 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 OWNER will not pay interest or penalty on any past due amount. **Each invoice must also clearly identify any portion of the fee invoiced for subcontractor's services, specified in Exhibit C and whereas sub-Contractors are Identified as a Disadvantaged Business Enterprise, to include but not limited to: Minority Owned Business Enterprise, Small Business Enterprise, Disabled Veterans Owned Business Enterprise and Women Owned Business Enterprise.**

1. Invoicing Procedure:

- a) The OWNER's Project Manager or his/her designee must review all invoices prior to payment.
- b) The CONTRACTOR'S invoice must contain sufficient detail by task and resource and should be easily traceable to the work completed on the project schedule. Descriptions used in the project schedule shall match those descriptions contained in the CONTRACTOR'S invoice.
- c) The work completed on the Engineer's project schedule must be the basis for full or percentage of completion payment on the Engineer's invoice.
- d) The CONTRACTOR will not request payment for taxes on professional services, labor or installation fees.
- e) The CONTRACTOR will not invoice, or request payment for any equipment or services that may be specified in this Agreement prior to the delivery of said equipment or performance of said services.
- f) The CONTRACTOR shall adhere to an agreed-upon delivery schedule for equipment and/or services. This is to ensure that the OWNER does not have to pay for the advanced delivery of equipment that it was not expecting in that timeframe and/or have to warehouse or make space for unanticipated equipment deliveries. Exceptions to this requirement must be agreed to in writing by OWNER.
- g) All invoices shall include a valid Purchase Order number on the bill; if emergency purchases are required for any reason before a purchase order number is available, a copy of the emergency request for purchase should accompany the CONTRACTOR'S invoice.
- h) The CONTRACTOR shall name a representative who will be responsible for reviewing all invoicing concerns that the OWNER may have concerning this project.

American Engineering Consultant, Inc.

- i) Left blank intentionally.
- j) At this time the OWNER does not anticipate travel expenses. Any travel expenses must be preapproved by the OWNER if warranted in the future and billable at the per diem rate according to GSA schedule established at www.gsa.gov.
- k) Field documents and other equipment/supplies shall be invoiced at cost only; and
- l) Copies/supplies shall be invoiced at cost only and with approved documentation; no markup is allowed.
- m) Other required non-labor expenses as may be applicable to the project and pre-approved by the OWNER shall be invoiced at cost only and with approved documentation; no markup allowed
- n) Each invoice/payment request shall identify the percentage and dollar amount that will be paid to the subcontractor and/or vendor as applicable for work performed and materials/products furnished. If required, the CONTRACTOR shall submit supporting documentation as required by the designated point of contact to support the amount being invoiced.
- o) The CONTRACTOR shall provide the names of the subcontractors and vendor and a description of the work performed in the invoice/request for payment. The CONTRACTOR shall also provide a breakdown of the supplies and materials being billed by each subcontractor and/or vendor and the dollar amount to be reimbursed by the OWNER.

Each 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 OWNER will not pay interest or penalty on any past due amount. Failure of the CONTRACTOR to follow these invoice requirements will result in the delay of payment of the invoices.

VI. Subcontracting (Not Applicable)

VII. Indemnification, Hold Harmless And Insurance

A. The CONTRACTOR shall provide to the OWNER evidence of Professional Liability Insurance in an amount not less than One Million Dollars and no/100 (\$1,000,000.00) per occurrence and Two Million Dollars and no/100 (\$2,000,000.00) Aggregate and General Liability Insurance in accordance with the current Columbia Code of Ordinances, which can be located at www.columbiasc.net.

B. The CONTRACTOR shall furnish the OWNER with a certificate showing satisfactory proof of carriage of the insurance required hereunder and such insurance shall be approved by the OWNER prior to the CONTRACTOR and any subcontractor of the CONTRACTOR commencing any services under this Agreement. The OWNER shall be the Certificate Holder and shall be named as an Additional Insured.

C. The CONTRACTOR shall indemnify, defend, hold harmless and reimburse the OWNER from any and all claims, causes of action, fines, fees, losses, liabilities, cost, and expenses of any kind that arise out of the CONTRACTOR'S performance or failure to perform the services or subject matter under this Agreement.

American Engineering Consultant, Inc.

VIII. Subcontracting Outreach Program (<http://www.columbiasc.net/business-outreach/>) (Not Applicable)

IX. Mentor-Protégé Program (<http://www.columbiasc.net/business-outreach/>) (Not Applicable)

X. Permits and Licenses

A. The CONTRACTOR shall be responsible for obtaining any approvals, permits and/or licenses as may be required of the CONTRACTOR in performing the services required under this Agreement. The CONTRACTOR shall be responsible for any costs relating to same.

B. The CONTRACTOR shall be responsible for identifying the necessity for and providing any and all applications and supporting documentation to the OWNER for any approvals and/or permits required of the OWNER in order for the CONTRACTOR to perform the services required under this Agreement. Such approvals and/or permits may include, but not necessarily be limited to, OWNER/County/SCDOT Encroachment Permits, Encroachment Permits for other utility rights-of-way and Railroad Right-of-Way Encroachment Permits/Agreements. The OWNER shall obtain the approvals and/or permits identified by the CONTRACTOR and pay any costs relating to same.

C. The CONTRACTOR shall answer questions and consult with the OWNER and/or appropriate authorities as necessary to assist the OWNER's efforts in obtaining required permits/approvals.

D. The CONTRACTOR shall procure and maintain a City of Columbia business license while performing services under this Agreement.

XI. Duties Upon Termination

At termination of this Agreement, the CONTRACTOR shall immediately provide the OWNER with all records and data in any format the CONTRACTOR is capable of producing and at no cost, with the exception of paid deliverables specifically identified in Exhibit A, to the OWNER, which were generated, created or received by the CONTRACTOR in performance of the services required by this Agreement or as the OWNER may deem necessary to perform the required services by the OWNER or the CONTRACTOR'S successor. All records shall be free from any proprietary claims or interest. The CONTRACTOR agrees to fully cooperate with the OWNER and any successor to ensure an effective transition to continuously provide the required services.

XII. Termination of Agreement

American Engineering Consultant, Inc.

The OWNER may terminate this Agreement at any time upon any of the following grounds:

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

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

XIII. Ownership of Project Documents

All data, documents or other information of any description generated by or used by the CONTRACTOR or any subcontractor retained by the CONTRACTOR and related to the services required by this Agreement shall be the property of the OWNER and shall not be used by the CONTRACTOR for any purpose whatsoever except to perform the services required by this Agreement.

XIV. Notice

A. Written notice to the OWNER shall be made by placing such notice in the United States Mail, postage prepaid and addressed to: Wastewater Management, Attn: Contracts Project Manager, City of Columbia, Post Office Box 147, Columbia, South Carolina 29217.

B. Written notice to the CONTRACTOR shall be made by placing such notice in the United States Mail, postage prepaid and addressed to: American Engineering Consultants, Inc., 1300 12th Street, Cayce, South Carolina 29072.

XV. Consent Decree

A. The services performed by the CONTRACTOR pursuant to this Agreement are required in whole or in part to satisfy the terms of the Consent Decree entered by the United States District Court for the District of South Carolina on May 21, 2014, in the case captioned *The United States of America and State of South Carolina by and through the Department of Health and Environmental Control v. City of Columbia*, Civil Action No. 3:13-2429-TLW (the "Consent Decree"), a copy of which can be located at www.columbiasc.net and is incorporated by reference herein. The CONTRACTOR shall perform the services pursuant to this Agreement in conformity with the terms of the Consent Decree as required by Paragraph 5 therein.

B. In addition to the requirements above, the CONTRACTOR shall comply with the document retention requirements of Paragraph 68 of the Consent Decree which includes, but is not limited to, the obligation to preserve all non-identical copies of all documents, records, or other information (including documents, records, or other information in electronic form) in the CONTRACTOR'S possession or control that relate in any manner to the CONTRACTOR'S performance under this Agreement ("Preserved Documents"). Upon the CONTRACTOR'S performance of all services required under this Agreement, the CONTRACTOR shall provide the OWNER with all Preserved Documents. In addition to the requirements above, the CONTRACTOR shall provide the OWNER with all Preserved Documents upon termination of this Agreement.

C. Upon the occurrence of a force majeure event as defined in Paragraph 55 of the Consent Decree, the CONTRACTOR shall provide notice to the OWNER's Wastewater Contracts Project Manager in person, by phone, or by electronic mail within twenty-four (24) hours of when the CONTRACTOR first knew or should have known that the event might cause a delay. Within three (3) days thereafter, the CONTRACTOR shall provide written notice in accordance with Section XIII above to include the following information: an explanation and description of the reasons for the delay; the anticipated duration of the delay; all actions taken or to be taken in an effort to prevent or minimize the delay; a schedule for implementation of any measures to be taken in an effort to prevent or mitigate the delay or the effect of the delay; and the CONTRACTOR'S rationale for attributing such delay to a force majeure event. The CONTRACTOR shall include with any notice all available documentation supporting the claim that the delay was attributable to a force majeure event.

D. The CONTRACTOR shall reimburse the OWNER the amount of any stipulated penalties imposed on the OWNER pursuant to Paragraph 47 of the Consent Decree if the CONTRACTOR neglects, fails, or refuses to meet the deadlines set forth herein. The CONTRACTOR agrees that any failure to meet such deadlines will result in the OWNER's failure to meet the deadlines set forth in the Consent Decree except in the event of force majeure notice by the CONTRACTOR which results in the extension of said deadline by the U.S. Environmental Protection Agency under the Consent Decree. The OWNER reserves all other remedies available for the CONTRACTOR'S failure to perform pursuant to the Agreement.

E. The CONTRACTOR shall perform the services pursuant to this Agreement using sound practices

American Engineering Consultant, Inc.

as set forth in Paragraph 9 of the Consent Decree.

XVI. Miscellaneous

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

B. The CONTRACTOR shall be responsible for performance of all services required by this Agreement. The CONTRACTOR does not act as the OWNER's agent or employee.

C. The CONTRACTOR will not assign or sublet its obligations to perform the services required by this Agreement without the written consent of the OWNER.

D. In the event there are any disagreements between the OWNER 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 OWNER as, from time to time may be made by the OWNER. Ambiguities in the terms of this Agreement, if any, shall not be construed against the OWNER.

E. This Agreement shall be construed in accordance with the laws of the State of South Carolina. The CONTRACTOR agrees to subject itself to the jurisdiction and venue of the Circuit Courts of Richland County, State of South Carolina as to all matters and disputes arising or to arise under this Agreement and the performance thereof. The OWNER may seek attorney's fees and the CONTRACTOR agrees to pay such fees as awarded by the Court or other body. No attorney's fees may be sought by, nor will be paid to, the CONTRACTOR.

F. This Agreement represents the entire agreement between the OWNER and the CONTRACTOR and supersedes all prior communications, negotiations, representations or agreements, either written or oral. Only written Change Order signed by both the OWNER and the CONTRACTOR may amend this Agreement.

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

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

I. This Agreement is subject to OWNER'S Council approval.

J. The CONTRACTOR is subject to the provisions of the 1991 Ethics Reform Act (8-13-100, et seq, South Carolina Code of Laws, 1976, as amended). Under this Act, OWNER employees are prohibited from

American Engineering Consultant, Inc.

accepting anything of value from any person. "Anything of value" includes, but is not limited to, lodging, transportation, entertainment, food, meals, beverages, money, gifts, honorariums, discounts and interest-free loans.

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

CITY OF COLUMBIA, SOUTH CAROLINA

Witness

By: _____
Teresa Wilson, City Manager

Laura S. Stetinger

Witness

AMERICAN ENGINEERING CONSULTANTS, INC.

By: *Meghan Jensen*
Title: *Head of Survey Dept.*

BY: _____
Joseph D. Jaco, P.E., Director of Utility Operations

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

APPROVED AS TO FORM

Good 2/13/18
Legal Department City of Columbia, SC

PROJECT MANUAL

CITY OF COLUMBIA

DESIGNATE, MARK AND RECORD LOCATIONS OF EASEMENT BOUNDARY OVER SANITARY SEWER FORCE MAINS

TRANSMISSION SEWER SYSTEM

SS7335-A



FY 2017-2018

CONTRACT NO.	PROJECT TITLE	PAGE
SS7335-A	Designate, Mark and Record Locations of Easement Boundary over Sanitary Sewer Force Mains	ii of ii

TABLE OF CONTENTS

PROJECT MANUAL

1. PURPOSE	1
2. SCOPE	1
3. CONTACT INFORMATION	3
4. REFERENCES.....	3
5. DEFINITIONS	3
6. RESPONSIBILITIES	3
7. PROJECT SPECIFICATIONS	5
8. SPECIAL PROVISIONS	21
9. REVISIONS	21

SUPPORTING DOCUMENTATION (SEPARATE FROM PROJECT MANUAL)

City of Columbia Sewer Mapbook: SS7335 Force Main Easement Identification

City of Columbia Map: Force Main Easement Boundary Marking SS7335 BR & WC Basins

City of Columbia Map: Force Main Easement Boundary Marking SS7335 Central Columbia

City of Columbia Map: Force Main Easement Boundary Marking SS7335 MC Basin

City of Columbia Map: Force Main Easement Boundary Marking SS7335 Northern CC Basin

City of Columbia Map: Force Main Easement Boundary Marking SS7335 RB & GC Basins

City of Columbia Map: Force Main Easement Boundary Marking SS7335 SR Basin

City of Columbia Map: Force Main Easement Boundary Marking SS7335 West Columbia Basin

City of Columbia E-Size Map: SS7335 Force Main Easement Identification

CONTRACT NO.	PROJECT TITLE	PAGE
SS7335-A	Designate, Mark and Record Locations of Easement Boundary over Sanitary Sewer Force Mains	1 of 21

1. PURPOSE

- 1.1. The purpose of this project is to locate the limits of Force Main easements for the City of Columbia, South Carolina (hereafter called the “OWNER”), physically mark the easement boundaries, and update OWNER GIS and real-estate record databases with accurately documented easement boundaries.
- 1.2. This project is established to support Transmission System Operations and Maintenance Program (TSOMP) administration for the OWNER. The TSOMP ensures the OWNER is able to address and prevent Sanitary Sewer Overflows (SSO) associated with Pump Stations and their Force Mains.
- 1.3. The OWNER currently operates under the terms of a Consent Decree and is mandated by the United States Environmental Protection Agency (EPA) and the South Carolina Department of Health and Environmental Control (SCDHEC) to administer the TSOMP. At all times during fulfillment of the project described herein, CONTRACTOR activities and deliverables shall support the TSOMP and the requirements of the Consent Decree to the maximum extent possible.

2. SCOPE

- 2.1. In general terms, the work described includes Sanitary Sewer Force Main Easement boundary identification, marking, and record location for the OWNER. The majority of the sanitary sewer force mains are located on OWNER-owned property or easements owned, leased, or operated by the OWNER.
 - 2.1.1. The OWNER has permanent sewer easements that are of varying width.
 - 2.1.2. Property and easements encountered during this project can vary from wet, low lying areas next to creeks, streams or rivers to those in fully developed neighborhoods and business districts, to easements on steeply sloped embankments, or to areas at OWNER-owned facilities.
- 2.2. The OWNER’s Sanitary Sewer Transmission System shall be divided into three areas to be addressed separately in order to complete Force Main Easement boundary identification, marking, and record location for OWNER’s entire Transmission System. The area to be addressed by this project is identified as SS7335-A and includes the following Force Main Easements, from the Lift Station up to and including the discharge manhole:

CONTRACT NO.	PROJECT TITLE	PAGE
SS7335-A	Designate, Mark and Record Locations of Easement Boundary over Sanitary Sewer Force Mains	2 of 21

2.2.1. Saluda River Basin

Pump Station	Force Main (Linear Feet)
Piney Grove	1137.11
Hillcreek 2	1475.249
Hillcreek 1	1315.229
Wexhurst	862.994
Lake Murray WTP	3337.583
The Palms	1110.176
Wexford	2999.592
Crockett's Road	1749.474
Clearwater	2376.61
Windsong	3344.44
Regatta Point 1	9079.107
Regatta Point 2	624.915
Regatta Point 3	117.493
Regatta Forest	67.222
Georgetown	682.501
Pine Island	4055.311
Harbour Pointe	540.59
Yacht Cove	1340.409
Saluda River	22154.36
TOTAL	58370.365

2.2.2. West Columbia Basin

Pump Station	Force Main (Linear Feet)
Colonial Life	3851.257
Three Rivers	2455.791
Meadowlands	5610.955
TOTAL	11918.003

2.3. The following scope of services is applicable to each identified work area:

- 2.3.1. The CONTRACTOR shall perform all administrative and management tasks necessary to support satisfactory completion of the work scope as described in the project specifications herein, including project schedule development and update, payment application submission, and work progress tracking via the Contractor Work Summary.
- 2.3.2. The CONTRACTOR shall survey all Force Main easement boundaries, including all research, measurements, and computations as described in the project specifications herein.

CONTRACT NO.	PROJECT TITLE	PAGE
SS7335-A	Designate, Mark and Record Locations of Easement Boundary over Sanitary Sewer Force Mains	3 of 21

2.3.3. The CONTRACTOR shall field locate easement boundaries and Force Main reference points (e.g. manholes and air-relief valves) and install monuments to designate easements in accordance with Standards of Practice Manual for Surveying in South Carolina and as described in the project specifications herein.

2.3.4. The CONTRACTOR shall develop an Easement Boundary Plat from the Force Main Easement Boundary survey and submit to the OWNER within 30 days of project work activity completion or project termination as described in the project specifications herein.

3. CONTACT INFORMATION

3.1. OWNER Representative:

Contracts Project Manager
Columbia Water - Wastewater Management Division
P.O. Box 147
Columbia, SC 29217

4. REFERENCES

4.1. SCLLR

4.1.1. Standards of Practice Manual for Surveying in South Carolina

4.2. NOAA

4.2.1. State Plane Coordinate System of 1983

5. DEFINITIONS

5.1. Definitions and descriptions associated with this Project Manual may be found in the following locations:

5.1.1. Standards of Practice Manual for Surveying in South Carolina

6. RESPONSIBILITIES

6.1. OWNER Responsibilities

6.1.1. The OWNER representative shall manage the coordination of status meetings, receipt and acceptance of project deliverables, and determine satisfactory completion of the project scope.

6.1.2. The OWNER representative shall review and provide approval or rejection of requested project schedule changes.

CONTRACT NO.	PROJECT TITLE	PAGE
SS7335-A	Designate, Mark and Record Locations of Easement Boundary over Sanitary Sewer Force Mains	4 of 21

6.1.3. The OWNER representative shall, to the maximum extent practical, make archived drawings and maps of sewer system segments associated with this project available to the CONTRACTOR for use.

6.1.4. The OWNER representative shall be responsible for providing clarifications requested by the CONTRACTOR as necessary to assist with completion of work as specified herein.

6.2. CONTRACTOR Responsibilities

6.2.1. The CONTRACTOR shall be responsible for safe execution of the project work scope and develop and submit a project-specific safety plan.

6.2.2. The CONTRACTOR shall ensure personnel and vehicles associated with this project are positively identified to the public as specified herein.

6.2.3. The CONTRACTOR shall be responsible for quality control during execution of the project work scope as specified herein.

6.2.4. The CONTRACTOR shall ensure that qualifications and licensure requirements as described herein are maintained throughout the execution of the project work scope.

6.2.5. The CONTRACTOR shall be responsible for making notifications as described herein.

6.2.6. The CONTRACTOR shall be responsible for preparing for and attending meetings as identified herein.

6.2.7. The CONTRACTOR shall be responsible for developing and maintaining the project schedule.

6.2.8. The CONTRACTOR shall be responsible for tracking progress and work activities as described herein.

6.2.9. The CONTRACTOR shall be responsible for completion of the work scope as specified herein.

6.2.10. The CONTRACTOR shall be responsible for submission of deliverables satisfactory to the OWNER as specified herein.

6.2.11. The CONTRACTOR shall be responsible for submission of timely pay requests and additional information required to allow the OWNER representative to confirm work completion.

CONTRACT NO.	PROJECT TITLE	PAGE
SS7335-A	Designate, Mark and Record Locations of Easement Boundary over Sanitary Sewer Force Mains	5 of 21

7. PROJECT SPECIFICATIONS

7.1. General Requirements

7.1.1. Safety

- A. CONTRACTOR shall ensure that all project activities conform to state and federal OSHA standards and regulations.
- B. CONTRACTOR shall develop a project-specific Safety Plan and submit to the OWNER representative for review and comment. **[DELIVERABLE]**
- C. All personnel shall wear appropriate Personal Protective Equipment (PPE) as required by regulations at all times while performing work or in the vicinity of work activities.

7.1.2. Positive Identification

- A. CONTRACTOR shall use company marked vehicles at all times during the project to outwardly demonstrate the business name.
- B. CONTRACTOR personnel shall be prepared to provide identification to persons inquiring about their operations at all times while on OWNER property or easements owned, leased, or operated by the OWNER.
- C. CONTRACTOR personnel directly involved in contacting property owners are required to have identification, complete with photograph, associating them with their employer.
 - i. Identification shall be prominently displayed at all times while engaged in contact with property owners.

7.1.3. Quality Control

- A. The CONTRACTOR shall implement and adhere to internal quality control and quality assurance procedures for all project activities, including subcontractor/subconsultant work.
- B. The CONTRACTOR shall make any quality control and quality assurance processes material to the project available for review by OWNER representative or designee as requested.
- C. The CONTRACTOR shall provide staffing as needed to complete work without undue delay and within the contract time allotted.
- D. The CONTRACTOR shall assume full responsibility for all damages to OWNER property and other public and private property.

CONTRACT NO.	PROJECT TITLE	PAGE
SS7335-A	Designate, Mark and Record Locations of Easement Boundary over Sanitary Sewer Force Mains	6 of 21

7.2. Qualification and Licensure

7.2.1. Work on this project associated with surveying, boundary marking, or plat development shall be performed by a Professional Land Surveyor licensed to practice in the state of South Carolina by the South Carolina Board of Professional Engineers and Land Surveyors.

7.3. Notification and Communication

7.3.1. Property Owner Notification

A. Written Notice

- i. CONTRACTOR shall provide written notice to each affected property owner regarding project work on or immediately adjacent to their property at the following intervals:
 - a. 7 calendar days prior to accessing the property or immediate vicinity
- ii. CONTRACTOR shall draft notification language for approval by the OWNER representative.
- iii. OWNER representative shall review, provide feedback, and make final approval of written notifications.
- iv. CONTRACTOR shall prepare and distribute copies of all public notifications.
- v. Each written notice shall include, at minimum:
 - a. Date and time of activity start
 - b. Estimated date and time of activity completion
 - c. CONTRACTOR telephone number for property owners to call for information while work is in progress.

B. If property owner objects to project work on their property, the CONTRACTOR shall make every reasonable effort to obtain consent to carry out the provisions of this Project Manual. If all efforts to obtain consent are unsuccessful, the CONTRACTOR shall notify OWNER representative. The OWNER shall then take or recommend further action as necessary.

7.3.2. OWNER Representative Notification and Communication

A. The CONTRACTOR shall utilize the OWNER representative as the primary point of contact for all project activities.

CONTRACT NO.	PROJECT TITLE	PAGE
SS7335-A	Designate, Mark and Record Locations of Easement Boundary over Sanitary Sewer Force Mains	7 of 21

- i. Additional personnel may be designated by the OWNER representative to communicate with the CONTRACTOR, but the OWNER representative shall receive, at minimum, a carbon copy of all correspondence.
- B. The CONTRACTOR shall utilize the project Sharepoint (web-based document storage, sharing, and controls) site directly or via email to share and document project progress, data, decisions, deliverables, and other information material to the project.
 - i. The CONTRACTOR shall attend a brief Sharepoint user introduction session provided by the OWNER in order to gain access to the site. Scheduling of the session shall be coordinated with the OWNER representative.
- C. Notify OWNER representative IMMEDIATELY for:
 - i. Any conditions or defects posing imminent danger to the public (e.g. missing manhole lids, broken covers, sink holes, etc.)
 - ii. Any manhole that is buried, cannot be found, or cannot be accessed
 - a. Provide manhole identification number, map (.PDF) showing location of the manhole, and procedures used to attempt to locate the manhole.
 - iii. Any property owner objection to project work on their property
 - iv. Any changes to scope of work necessary for project completion (**NOTE: Changes shall be made only upon OWNER written authorization**)
 - a. OWNER representative or designee shall review scope change requests and provide written authorization if approved.
- D. Notify OWNER representative at the time of any deliverable submittal.

7.3.3. Project Meetings

- A. Project Kickoff Meeting
 - i. The CONTRACTOR shall attend a Project Kickoff Meeting prior to work commencement.
 - ii. The OWNER representative shall coordinate with the CONTRACTOR for scheduling of the Project Kickoff Meeting.
- B. Monthly Project Update Meetings
 - i. The CONTRACTOR shall attend Monthly Project Update Meetings identifying progress and schedule throughout the project.

CONTRACT NO.	PROJECT TITLE	PAGE
SS7335-A	Designate, Mark and Record Locations of Easement Boundary over Sanitary Sewer Force Mains	8 of 21

ii. The CONTRACTOR shall provide the monthly project status report in support of Monthly Project Update Meetings.

C. The CONTRACTOR shall attend additional meetings as requested by the OWNER representative with a minimum 3 calendar day notice.

7.4. Project Schedules and Status Updates

7.4.1. The CONTRACTOR shall develop and maintain the project schedule.

A. The initial project schedule shall be provided to the OWNER representative for review prior to work commencement. **[DELIVERABLE]**

B. Schedule shall be updated not less than monthly and provided to the OWNER representative for review as part of the Monthly Project Status Report. **[DELIVERABLE]**

C. The OWNER representative shall have approval authority for any schedule changes from the initial project schedule.

i. If any schedule changes not due to weather or other natural factors are rejected by the OWNER representative, the CONTRACTOR is responsible for ensuring that work continues on schedule.

ii. The OWNER representative shall provide schedule change approval or rejection in writing.

iii. The OWNER representative schedule change approval process shall in no way relieve the CONTRACTOR's obligation to perform project work in accordance with the latest approved schedule.

iv. Any schedule change requests submitted with less than 48 hour notice shall be assumed rejected unless directed by the OWNER representative in writing.

7.4.2. DAILY work activities and work progress shall be monitored and available for review as requested by the OWNER representative.

7.4.3. A preview report of work for the upcoming week shall be submitted WEEKLY. **[DELIVERABLE]**

A. The CONTRACTOR shall identify any potential risks to timely work completion.

7.4.4. A project status report shall be submitted MONTHLY. **[DELIVERABLE]**

A. Status report shall be submitted no less than 7 calendar days prior to the scheduled Monthly Project Status meetings.

CONTRACT NO.	PROJECT TITLE	PAGE
SS7335-A	Designate, Mark and Record Locations of Easement Boundary over Sanitary Sewer Force Mains	9 of 21

7.5. Work Completion

7.5.1. Traffic Control

- A. The CONTRACTOR shall develop a traffic control plan and implement the plan using traffic control devices and procedures as necessary throughout the project.
- B. The traffic control plan shall be subject to approval by the applicable jurisdiction authority prior to work commencement.
 - i. The CONTRACTOR shall ensure the traffic control plan is submitted to and approved by the appropriate jurisdiction in a timely manner.
 - ii. Failure to receive approval due to delays in the traffic control plan approval process do not relieve the CONTRACTOR from the responsibility of timely work completion. Impacts shall be at the CONTRACTOR's expense.
- C. The Contractor shall not obstruct traffic along and across major through streets or intersections thereof during the hours of 7:00 A.M. to 8:30 A.M. and 4:30 P.M. to 6:00 P.M., Monday through Friday.

7.5.2. Working Hour Restrictions

- A. Work beyond the street rights-of-way is restricted to between 7:00 A.M. and 7:00 P.M., Monday through Friday.
- B. For work at other times and days, the CONTRACTOR shall submit to the OWNER representative for approval a request for change in work hours.
- C. A request shall be submitted no later than 3 business days prior to the time and date of requested schedule change.

7.5.3. The CONTRACTOR shall survey all Force Main easement boundaries, including all research, measurements, and computations.

- A. All survey activities shall encompass the complete easement perimeter and shall conform to the Standards of Practice Manual for Surveying in South Carolina for a Class A General Property Survey.
- B. The CONTRACTOR shall perform research and gather deeds of record for the location of the easement boundaries.
- C. The CONTRACTOR shall direct questions regarding easement area to the OWNER representative and shall identify all prior efforts to obtain the necessary information.

CONTRACT NO.	PROJECT TITLE	PAGE
SS7335-A	Designate, Mark and Record Locations of Easement Boundary over Sanitary Sewer Force Mains	10 of 21

- i. As determined on a case-by-case basis, on-site clarification of easement boundaries between the CONTRACTOR and the OWNER representative or designee may be necessary (e.g. easement boundaries located in a river, creek, or lake).

7.5.4. The CONTRACTOR shall field locate easement boundaries and install monuments and Force Main reference points (e.g. manholes and air-relief valves) to designate easements in accordance with Standards of Practice Manual for Surveying in South Carolina and additional specifications identified herein.

A. Procurement Requirements

- i. The CONTRACTOR shall be responsible for procuring new Utility Markers/Locators from a manufacturer regularly engaged in the manufacturing of Utility Markers/Locators to ensure future supply to the maximum extent possible.
- ii. The CONTRACTOR may submit for an alternate product as a substitution for the specified Basis of Design products identified herein. Submission of an alternate Easement Boundary Post shall include sufficient documentation to demonstrate that the product substitution meets or exceeds the performance specifications provided herein.
- iii. The OWNER representative reserves the authority to reject any substitution request that does not meet the requirements of these specifications to the satisfaction of the OWNER.
- iv. The CONTRACTOR shall furnish standard items, materials, and accessories identified in the material specifications.
 - a. The CONTRACTOR shall purchase Basis of Design Easement Boundary Marker Posts by the case (20 Posts). Any surplus Easement Boundary Post not incorporated into the work shall become the property of the OWNER and shall be delivered as directed by the OWNER representative.
 - b. Bersten Survey Products identifies and supplies standard products identified herein and may be used as a resource for the CONTRACTOR to assist with material procurement.

CONTRACT NO.	PROJECT TITLE	PAGE
SS7335-A	Designate, Mark and Record Locations of Easement Boundary over Sanitary Sewer Force Mains	11 of 21

B. Material Specifications

i. Above Ground Easement Boundary Marker/Witness Marker

a. Marker Post

1. Basis of Design:

MANUFACTURER	MODEL	DESCRIPTION
CARSONITE COMPOSITES	CBM 2072	CARSONITE FIBERGLASS BOUNDARY POST

2. Width: 2.6 inches (minimum)

3. Length: 72 inches (minimum)

4. Durable, UV resistant, continuous glass fiber and resin reinforced, thermosetting composite material resistant to impact, ozone, and hydrocarbons within a service temperature range of -40°F to +140°F

5. Pigmented throughout the entire cross-section so as to produce a uniform color which is an integral part of the material. Ultraviolet resistant materials shall be incorporated in the construction to inhibit fading or cracking of the marker upon field exposure.

b. Vinyl Applied Decal

1. Basis of Design:

MANUFACTURER	MODEL	DESCRIPTION
CARSONITE COMPOSITES	CUSTOM	CARSONITE CUSTOM DECAL

2. Decals shall be of impact resistant, pressure sensitive vinyl sheeting which shall be subject to approval by the Owner.

3. Size: The maximum allowable width for decals applied to Easement Boundary Post shall be 3.0 inches. Decals shall be appropriately sized to fit on marker post without overlay.

4. Thickness: The minimum total decal thickness with adhesive and UV Shield® shall not be less than 4 mils for vinyl decals. Decal shall consist of a minimum adhesive thickness of 1 mil. The clear UV Shield® overlaminating film shall be a minimum of 0.75 mils in thickness.

5. Substrate: The decal shall consist of either cast vinyl sheeting which has been printed with UV-stabilized inks for outdoor applications.

CONTRACT NO.	PROJECT TITLE	PAGE
SS7335-A	Designate, Mark and Record Locations of Easement Boundary over Sanitary Sewer Force Mains	12 of 21

6. Adhesive: The decal shall have a high tack, aggressive, permanent, pre-applied layer of pressure-sensitive adhesive, protected by a removable release film.
 7. Overlaminating Film: UV Shield® overlaminating film shall be applied to the decal for long term ultraviolet and abrasion protection. Clear coating shall not be allowed as a substitute for the UV Shield®.
 8. Color: Green
 9. Legend: City of Columbia Easement Boundary
- c. Standard Post Driver

1. Basis of Design:

MANUFACTURER	MODEL	DESCRIPTION
CARSONITE COMPOSITES	RMTLD250	BOUNDARY MARKER DRIVER

2. Post Driver shall be appropriately sized for installation of boundary markers without damage to the markers.

ii. Easement Boundary Monument/Witness Monument

a. Cast-in-Place Concrete Mix

1. Basis of Design: ASTM C150 and ACI 318

CLASS	DESIGN STRENGTH (PSI)	CEMENT ASTM C150	CEMENTITIOUS CONTENT (LBS/CY)	W/C	WR ADMIXTURE	SLUMP RANGE (IN)
A	2500	TYPE II	440	0.62 MAX	ALLOWED	1-4

2. Select proportions of ingredients to meet the design strength and materials limits specified in the following table and to produce placeable, durable concrete conforming to the basis of design. Proportion ingredients to produce a homogeneous mixture which will readily work into corners and angles of forms and around reinforcement without permitting materials to segregate or allowing free water to collect on the surface.

CONTRACT NO.	PROJECT TITLE	PAGE
SS7335-A	Designate, Mark and Record Locations of Easement Boundary over Sanitary Sewer Force Mains	13 of 21

b. Concrete Reinforcing Bars

1. Basis of Design: ASTM A615, Grade 60
2. Diameter: 5/8 inches minimum
3. Length: 24 inches minimum
4. Material: Carbon Steel

c. Survey Marker Rebar Cap

1. Basis of Design:

MANUFACTURER	MODEL	DESCRIPTION
BERNTSEN COMPOSITES	RBD5250	2-1/2" ALUMINUM SURVEY MARKER FOR 5/8" REBAR (DOMED)

2. Size: 2-1/2 inches diameter, sized to fit selected reinforcing bar.
3. Material: Aluminum
4. Legend: See Figure 1



Figure 1: City of Columbia Easement Boundary Rebar Marker Cap

C. Field Installation

- i. Above Ground Easement Boundary Marker/Witness Marker
 - a. Markers are required for all set monuments.

CONTRACT NO.	PROJECT TITLE	PAGE
SS7335-A	Designate, Mark and Record Locations of Easement Boundary over Sanitary Sewer Force Mains	14 of 21

- b. Bury a minimum of 1.5 feet deep, with a minimum of 4 feet above ground.
- c. Marker location shall be in accordance with Figure 2.
 1. Two witness posts, facing away from easement area, shall be installed at each angle point in the easement boundary, one on the back tangent and one on the forward tangent to represent the direction of the easement boundary.
 2. Single marker witness posts facing away from easement area will be installed at each straight line monument location and at all property line intersection monuments.
- d. Straight line marker posts shall be placed every 500 feet along straight tangents.
- e. Marker posts shall also be placed at each sanitary sewer manhole and air release valve located along the surveyed route.

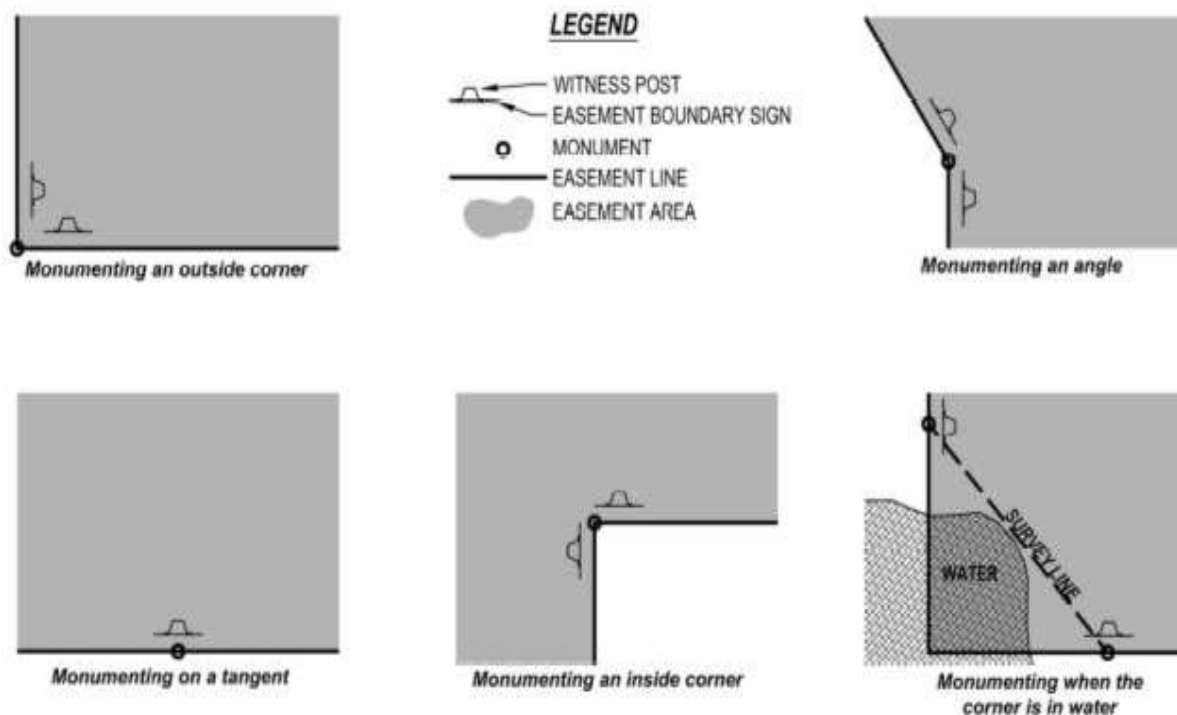


Figure 2: Detail for Placement of Above Ground Easement Boundary Marker/Witness Marker

CONTRACT NO.	PROJECT TITLE	PAGE
SS7335-A	Designate, Mark and Record Locations of Easement Boundary over Sanitary Sewer Force Mains	15 of 21

ii. Easement Boundary Monument/Witness Monument

- a. Monuments shall be installed at each angle point of the surveyed easement boundary.
- b. Monuments shall be installed approximately every 500 feet on a tangent along the easement boundary.
- c. Witness Monuments shall be installed to mark corners or boundary lines which are inaccessible (e.g. located in a river, creek, lake, etc.)
- d. Monument installation shall be in accordance with Figure 3.

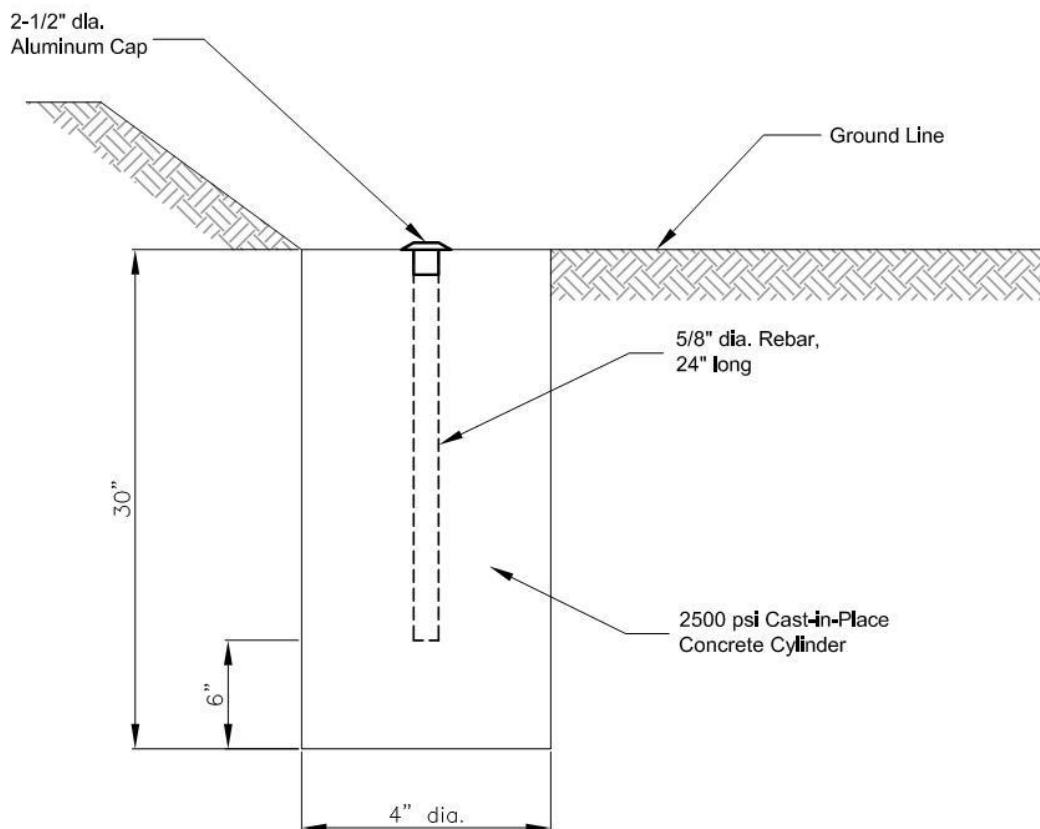


Figure 3: Detail for Easement Boundary Monument/Witness Monument Installation

- 7.5.5. The CONTRACTOR shall develop an Easement Boundary Plat from the Force Main Easement Boundary survey and submit to the OWNER within 30 days of project work activity completion or project termination. **[DELIVERABLE]**
- A. The Easement Boundary Plat shall conform to the Standards of Practice Manual for Surveying in South Carolina.

CONTRACT NO.	PROJECT TITLE	PAGE
SS7335-A	Designate, Mark and Record Locations of Easement Boundary over Sanitary Sewer Force Mains	16 of 21

- i. Signed and sealed by a Professional Land Surveyor licensed to practice in the state of South Carolina by the South Carolina Board of Professional Engineers and Land Surveyors
 - ii. South Carolina State Plane Coordinate System
 - iii. North American Datum 1983
 - iv. International Feet
 - v. Basis of Bearing: Grid North
 - vi. Additional details identified as variables within the Standards of Practice Manual and not specified herein shall be submitted to the OWNER's representative for clarification.
- B. The Easement Boundary Plat shall be delivered as three (3) signed and sealed paper copies (36 inches by 24 inches), one (1) electronic Autocad file (.dwg format compatible with AutoCad Civil 3D 2013 at minimum), and one (1) electronic general-use file (.pdf)
- i. Easement perimeter shall be attributed as a separate and extractable polygon feature component of the drawing for conversion to a Geographic Information System (GIS).
 - ii. Monuments and markers shall be attributed as a separate and extractable point feature component of the drawing for conversion to GIS.
 - iii. The Autocad file shall conform to the OWNER's Geospatial Data Submission Standards and Regulations.

7.6. Payment

- 7.6.1. The CONTRACTOR is responsible for submitting payment applications and all supporting documentation to allow the OWNER representative to confirm work completion prior to payment approval. **[DELIVERABLE]**
- A. Payment applications shall correspond to Monthly Status Updates to facilitate comparison and discussion at the Monthly Project Status Meetings.
- 7.6.2. The OWNER representative is responsible for reviewing payment applications and recommending OWNER approval or rejection.
- 7.6.3. The OWNER representative has authority to hold payment application processing due to lack of sufficient supporting information or deliverables not received.

CONTRACT NO.	PROJECT TITLE	PAGE
SS7335-A	Designate, Mark and Record Locations of Easement Boundary over Sanitary Sewer Force Mains	17 of 21

7.6.4. Payments associated with this project shall be processed according to the following bases:

A. Survey Force Main Easement Boundaries

- i. Measurement shall be made on a per Linear Foot (LF) basis of Force Main easement researched, located and surveyed, as measured along Force Main pipe line segments.
- ii. Payment shall be at the Contract Unit Price as determined by the bid per the actual count of linear feet along Force Main pipe line segments for which easement research, location, and surveying has been completed.
- iii. Price and payment shall be full compensation for furnishing all materials, labor, tools, equipment, and appurtenances required or otherwise necessary to satisfactorily complete the work scope including researching and gathering of deeds of record for the horizontal location of the sanitary sewer force main easement boundary, field locating and marking the easement boundary angle and tangent points, and verification of work progress.

B. Furnish and Install Easement Boundary and Witness Monuments and Above Ground Markers

- i. Measurement shall be made on a per Linear Foot (LF) basis of Force Main easement researched, located and surveyed, as measured along Force Main pipe line segments.
- ii. Payment shall be at the Contract Unit Price as determined by the bid per the actual count of linear feet along Force Main pipe line segments for which easement boundary monuments and markers have been installed.
- iii. Price and payment shall be full compensation for furnishing all materials, labor, tools, equipment, and appurtenances required or otherwise necessary to satisfactorily complete the work scope including furnishing of boundary monument and marker materials, installation of boundary monuments and markers, and verification of work progress.

C. Develop and Submit Complete Easement Boundary Plat

- i. Measurement shall be made on a lump sum basis for the development and submission of a complete Easement Boundary Plat as described herein.
- ii. Payment shall be paid at the Contract Lump Sum Price as determined by the bid for the satisfactory completion of the work and submission of the deliverable.

CONTRACT NO.	PROJECT TITLE	PAGE
SS7335-A	Designate, Mark and Record Locations of Easement Boundary over Sanitary Sewer Force Mains	18 of 21

- iii. Price and payment shall be full compensation for furnishing all materials, labor, tools, equipment, and appurtenances required or otherwise necessary to satisfactorily complete the work scope including development, in accordance with Standards of Practice Manual for Surveying in South Carolina, of a completed easement boundary plat with signature and seal of a registered Land Surveyor and submission of electronic (.dwg and .pdf) and paper copies.

7.7. Project Deliverables

7.7.1. Project deliverables shall be submitted as follows:

- A. The project Sharepoint site shall be the primary method of submittal for electronic deliverables (e.g. .xlsx spreadsheet Contractor Work Summaries, .pdf work progress maps, etc.).
 - i. Submittal via direct email or external hard drive may be acceptable if Sharepoint submittal is impractical with prior authorization from the OWNER representative.
- B. Deliverables which must be submitted as hard copies (e.g. official signed and sealed plats) shall be submitted via mail or other delivery service or hand delivered to the OWNER representative or designee.
- C. All project deliverable submittals shall be accompanied by an emailed notification of submittal to the OWNER representative.

7.7.2. Contractor Work Summary

- A. The CONTRACTOR shall submit a work summary spreadsheet which identifies project progress using the template provided by the OWNER.
 - i. The Contractor Work Summary shall contain a comprehensive list identifying each Force Main segment or other asset to which the work is tied.
 - ii. Work completion shall be tracked in relation to progress along Force Main segments or relative other assets identified in the original maps provided by the OWNER.
- B. The Contractor Work Summary shall be updated by the CONTRACTOR and submitted at monthly intervals.
 - i. Each subsequent Contractor Work Summary submitted after the first shall be cumulative.
- C. The final, comprehensive Contractor Work Summary shall identify all work completed for the entirety of the project.

CONTRACT NO.	PROJECT TITLE	PAGE
SS7335-A	Designate, Mark and Record Locations of Easement Boundary over Sanitary Sewer Force Mains	19 of 21

D. The Contractor Work Summary shall be submitted in Microsoft Excel format (.xlsx is preferred, version 97-2003 .xls required at minimum).

7.7.3. The following deliverables shall be submitted by the CONTRACTOR to the OWNER representative at the identified frequency:

A. PRIOR TO PROJECT WORK ACTIVITY START

- i. Project-specific Safety Plan
- ii. Initial Project Schedule
- iii. Contractor specifications and product data (e.g. part number, manufacturer information, etc.) for monument materials

B. WEEKLY

- a. Preview of work for the upcoming week
 - 1. Map showing work area (.pdf)
 - 2. List of traffic control implementation and affected streets/roads
 - 3. Planned portions of Contractor Work Summary to be completed

C. MONTHLY

- i. Payment Applications (must include all supporting documentation necessary to understand work associated with payment application)
 - a. City of Columbia Pay Application Form
 - b. City of Columbia Subcontractor Form
 - c. Work completed to date in map format (.pdf) which identifies the area associated with the pay request
 - 1. Map identifying work progress does not need to show survey detail but should identify progress along Force Main segments
 - d. Contractor Work Summary in spreadsheet format (Excel format .xlsx is preferred, version 97-2003 .xls required at minimum)
 - e. Any additional information identified by the CONTRACTOR which supports understanding of the extent of work completion.

CONTRACT NO.	PROJECT TITLE	PAGE
SS7335-A	Designate, Mark and Record Locations of Easement Boundary over Sanitary Sewer Force Mains	20 of 21

1. The OWNER representative has the authority to request additional supporting documentation applicable to the work process as necessary to understand the extent of work completion.

ii. Monthly Project Status Report

- a. Work yet to be completed in map (.pdf) and spreadsheet format (Excel format .xlsx is preferred, version 97-2003 .xls required at minimum)
- b. Work completed to date in map format (.pdf)
 1. Map identifying work progress does not need to show survey detail but should identify progress along Force Main segments
- c. Contractor Work Summary in spreadsheet format (Excel format .xlsx is preferred, version 97-2003 .xls required at minimum)
- d. Challenges/obstructions to timely project completion
- e. Contract amount expended to date
- f. Current project schedule with any updates from previous versions clearly noted

D. WITHIN 30 DAYS OF PROJECT WORK ACTIVITY COMPLETION OR PROJECT TERMINATION

i. Final Project Report which shall include the following:

- a. Comprehensive work completion in map format (.pdf)
 1. Map identifying work progress does not need to show survey detail but should identify progress along Force Main segments
- b. Final Contractor Work Summary in spreadsheet format (Excel format .xlsx is preferred, version 97-2003 .xls required at minimum)
- c. Final written report summarizing Force Main Easement Boundary survey and marking activities

ii. Final Pay Application

- a. City of Columbia Pay Application Form
- b. City of Columbia Subcontractor Form
- c. Comprehensive work completion in map format (.pdf) which identifies the area associated with the pay request

CONTRACT NO.	PROJECT TITLE	PAGE
SS7335-A	Designate, Mark and Record Locations of Easement Boundary over Sanitary Sewer Force Mains	21 of 21

1. Map identifying work progress does not need to show survey detail but should identify progress along Force Main segments
- d. Final Contractor Work Summary in spreadsheet format (Excel format .xlsx is preferred, version 97-2003 .xls required at minimum)
- e. Any additional information identified by the CONTRACTOR which supports understanding of the extent of work completion.
 1. The OWNER representative has the authority to request additional supporting documentation applicable to the work process as necessary to understand the extent of work completion.
- iii. Survey research data file showing all data collected (e.g. title search of public records, last deeds of record, etc.) which supports the project survey deliverables
- iv. Easement Boundary Plat
 - a. Three (3) signed and sealed paper copies
 - b. One (1) electronic Autocad file (.dwg format compatible with AutoCad Civil 3D 2013 at minimum)
 1. Easement perimeter shall be attributed as a separate and extractable polygon feature component of the drawing for conversion to a Geographic Information System (GIS).
 2. Monuments and markers shall be attributed as a separate and extractable point feature component of the drawing for conversion to GIS.
 3. The Autocad file shall conform to the OWNER's Geospatial Data Submission Standards and Regulations.
 - c. One (1) electronic general-use file (.pdf)

8. SPECIAL PROVISIONS

- 8.1. No exceptions or special provisions are invoked for this project.

9. REVISIONS

- 9.1. Initial Issue

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 City prior to initiation of any action, with the reason for proposed changes.

Project: Designate, Mark & Record Locations of Easement Boundary Over Sanitary Sewer Force Main (SS7335-A)

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

Business Name (as shown in SAM.gov) / Address / DUNS # & CAGE #	Contact Name & Telephone	Services and/or Materials Provided	Cost of Services and/or Material (\$ Value)	Percentage of Total Agreement	MBE, WBE, SBE, DBE, LBE (indicate all that apply)	Is your Business CDBE Approved? Yes or No
None.				%		
				%		
				%		
				%		
				%		

TOTAL: \$_____

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

Business Name: _____

Representative Name / Title: _____

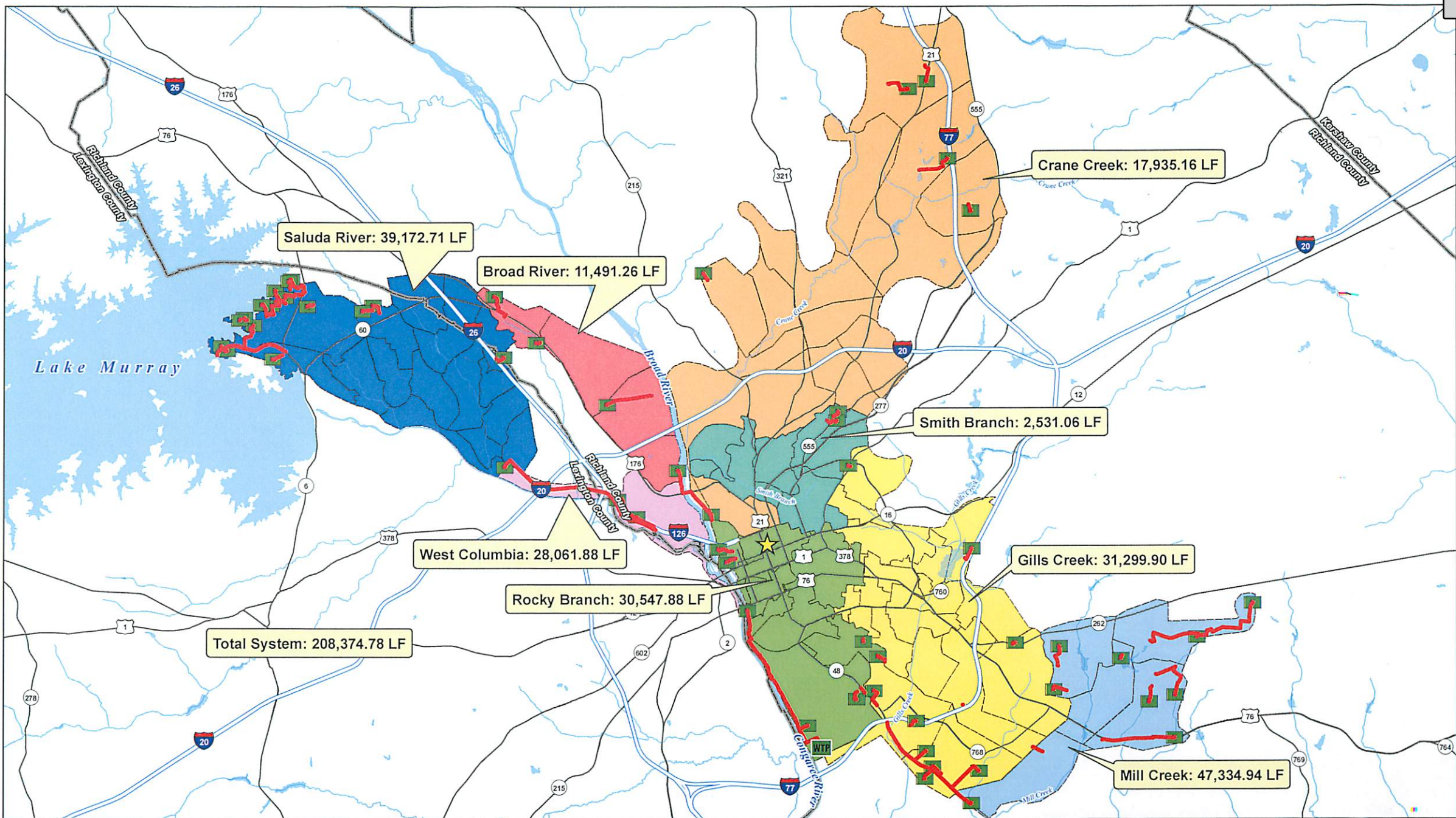
Date: _____

American Engineering Consultant, Inc.

Exhibit C

Page 1 of 1

Form 710





Clean Water 2020
© Columbia Gas & Electric

City of Columbia
We Are Columbia

PA: February 13, 2017
DWTS2017 Production Map/Project Location Map/02/13/17

★ City Hall

WTP Metro WWTP

■ Pump Station

— Sanitary Sewer Force Main

■ Broad River

■ Crane Creek

■ Gills Creek

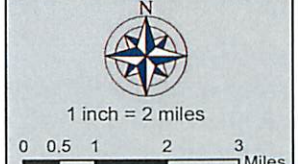
■ Mill Creek

■ Rocky Branch

■ Saluda River

■ Smith Branch

■ West Columbia



1 inch = 2 miles

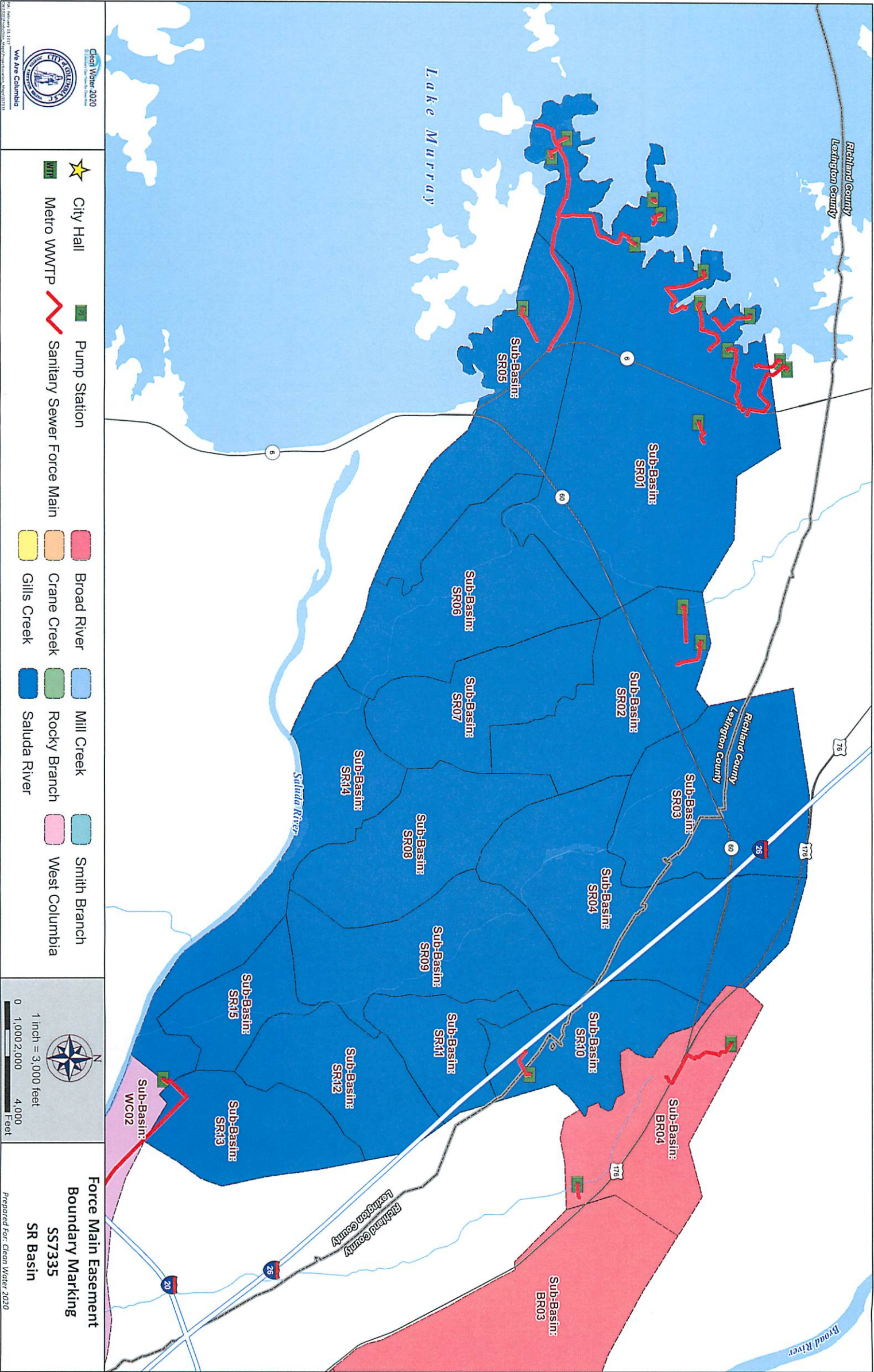
0 0.5 1 2 3 Miles

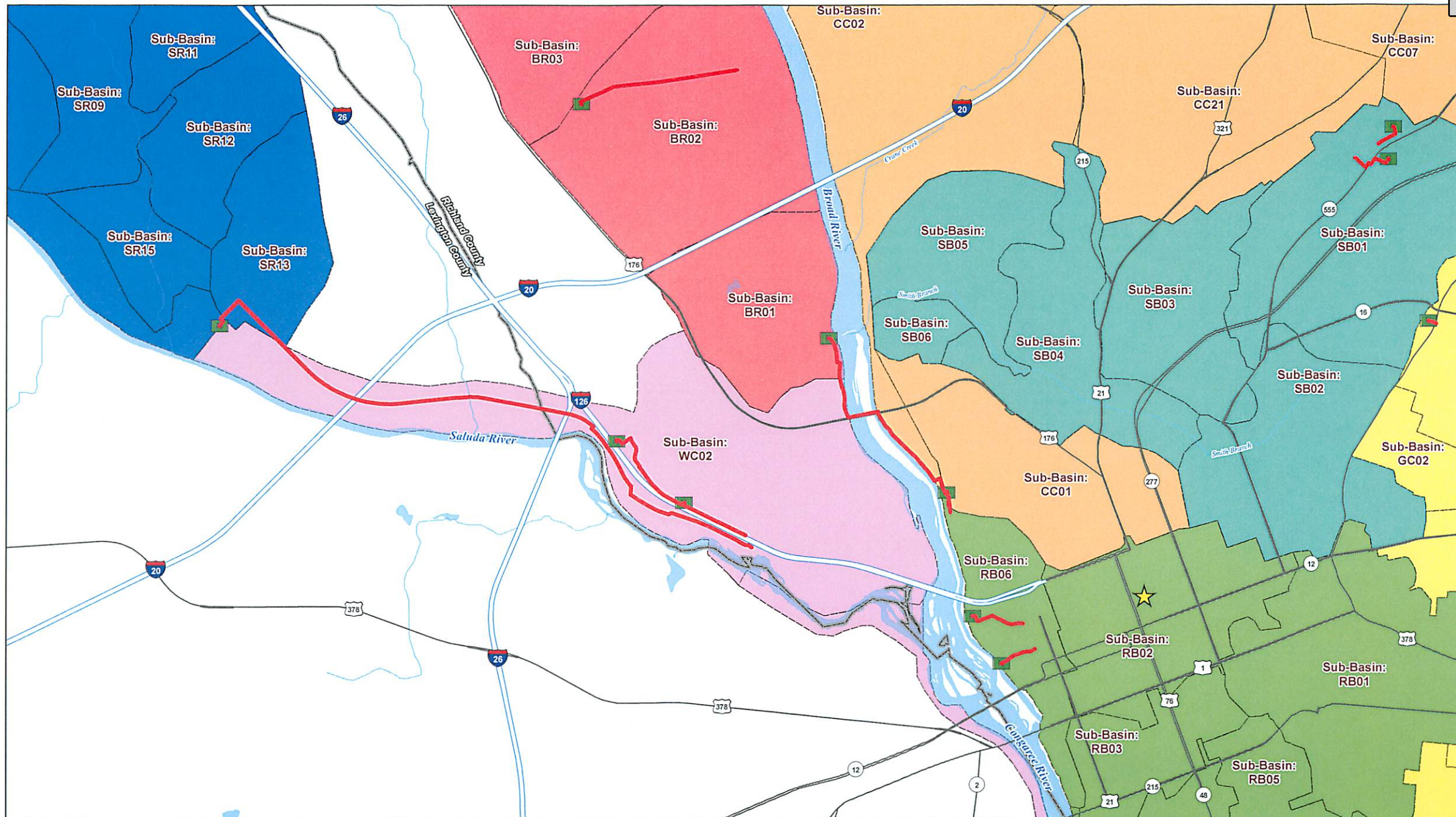
Annual Sanitary Sewer Force Main Easement Boundary Marking

SS7335

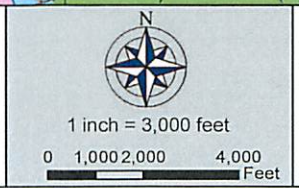
Prepared For: Clean Water 2020

Packet Pg. 119



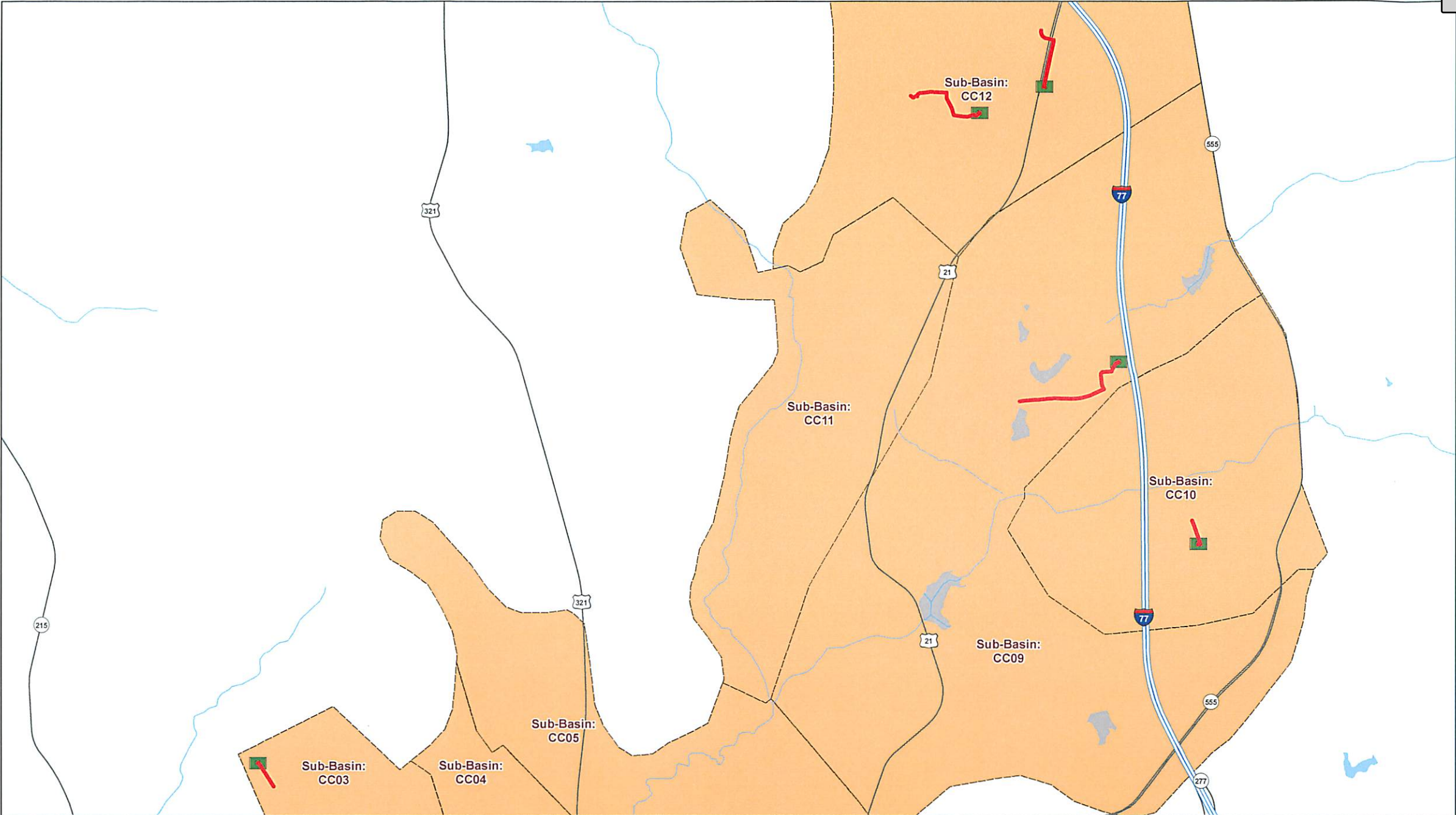


- | | | | | |
|--------------|-----------------------------|---------------|----------------|-----------------|
| ★ City Hall | ■ Pump Station | ■ Broad River | ■ Mill Creek | ■ Smith Branch |
| ■ Metro WWTP | — Sanitary Sewer Force Main | ■ Crane Creek | ■ Rocky Branch | ■ West Columbia |
| | | ■ Gills Creek | ■ Saluda River | |



**Force Main Easement
Boundary Marking
SS7335
BR & WC Basins**

Prepared For: Clean Water 2020





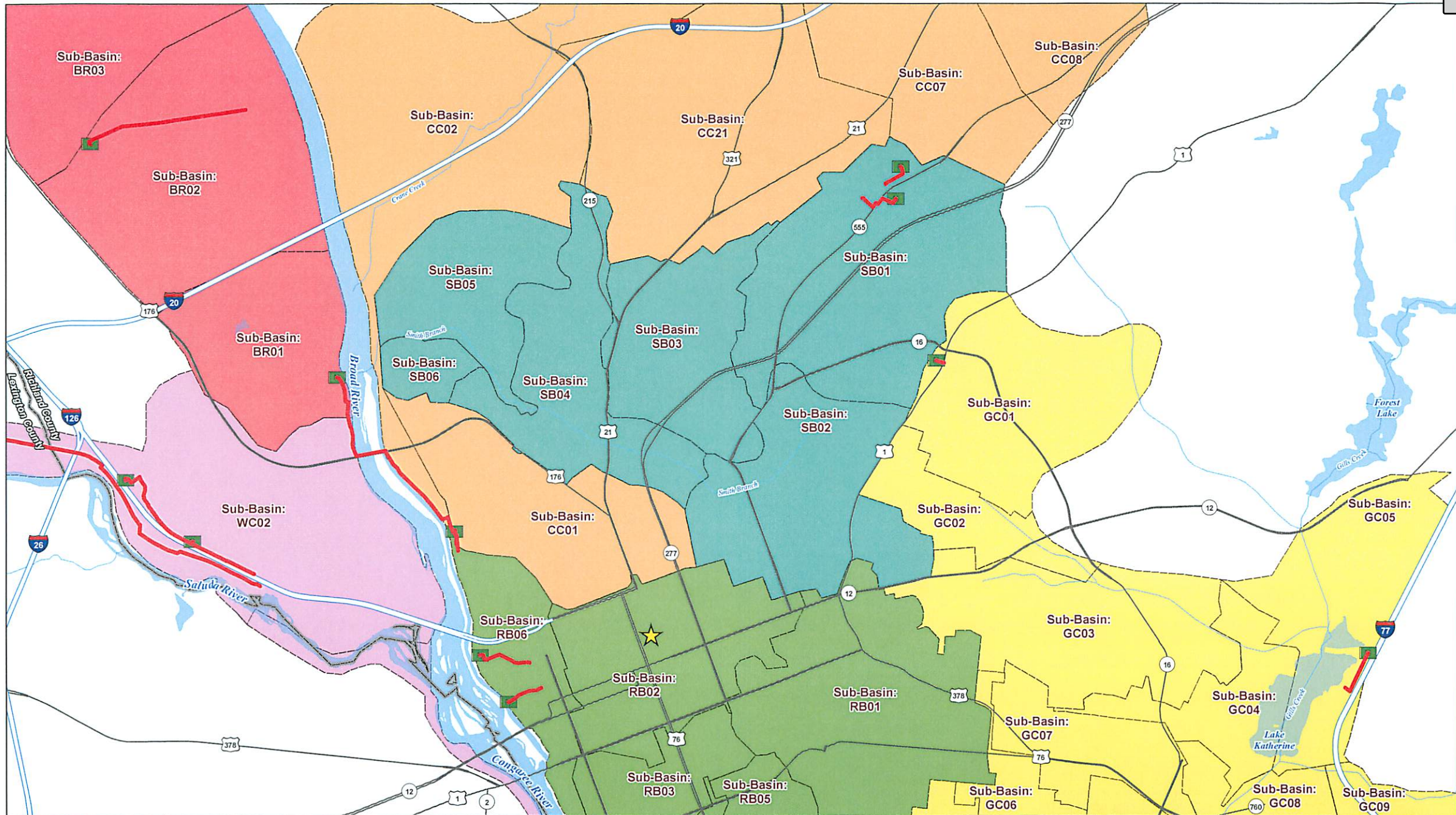
PA: February 13, 2017
CWA 2020 Production Map/ProjectLocation Map/SS7335

 City Hall	 Pump Station	 Broad River	 Mill Creek	 Smith Branch
 Metro WWTP	 Sanitary Sewer Force Main	 Crane Creek	 Rocky Branch	 West Columbia
		 Gills Creek	 Saluda River	


1 inch = 3,000 feet
0 1,000 2,000 4,000 Feet

**Force Main Easement
Boundary Marking
SS7335
Northern CC Basin**
Prepared For: Clean Water 2020

Packet Pg. 122





PA: February 13, 2013
C:\2020\Production_Maps\Project\Map_Series\Map_Series_12313

★ City Hall

WTF Metro WWTP

■ Pump Station

Sanitary Sewer Force Main

■ Broad River

■ Crane Creek

■ Gills Creek

■ Mill Creek

■ Rocky Branch

■ Saluda River

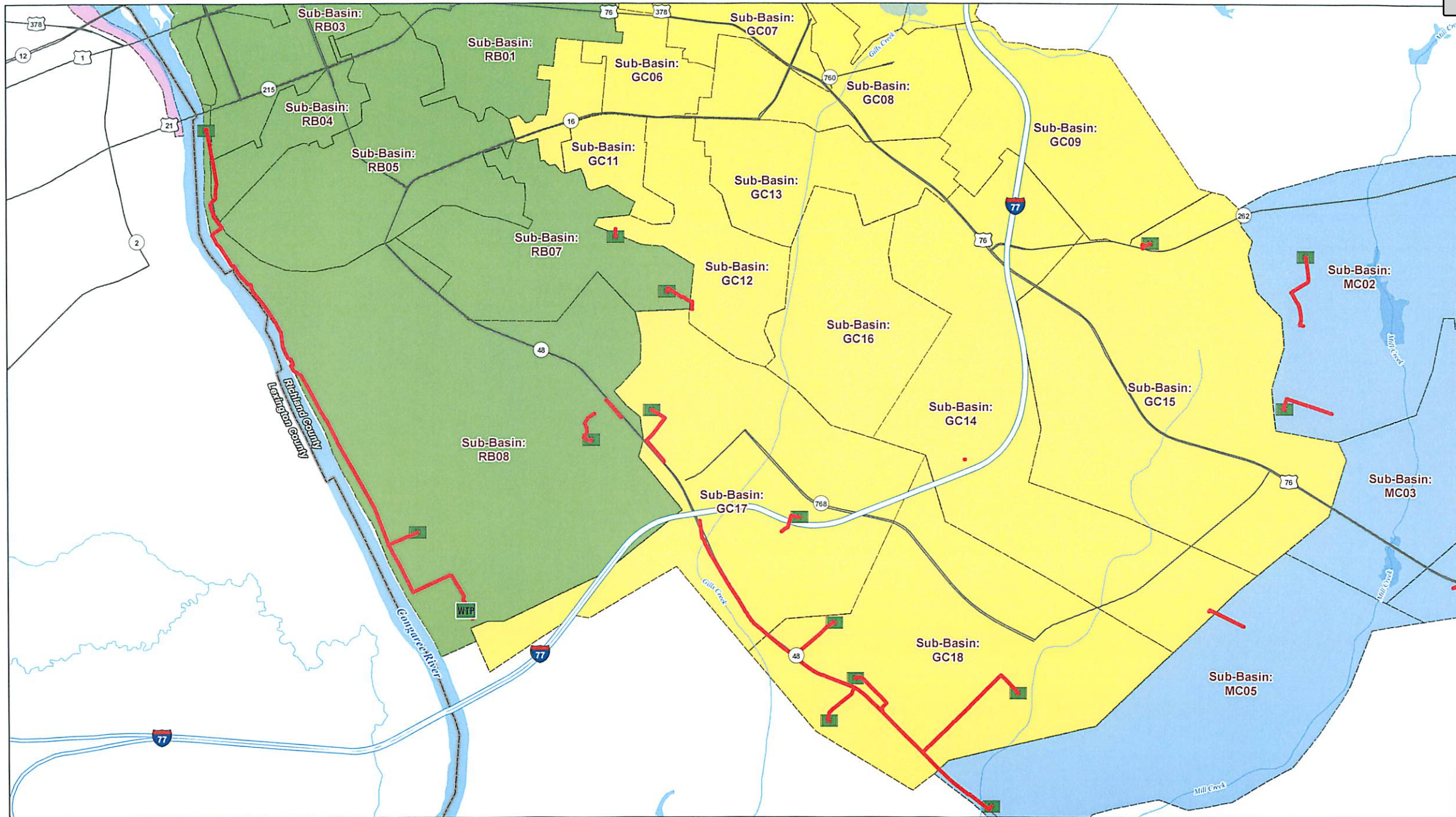
■ Smith Branch

■ West Columbia


1 inch = 3,000 feet
0 1,000 2,000 4,000 Feet

**Force Main Easement
Boundary Marking
SS7335
Central Columbia**

Prepared For: Clean Water 2020





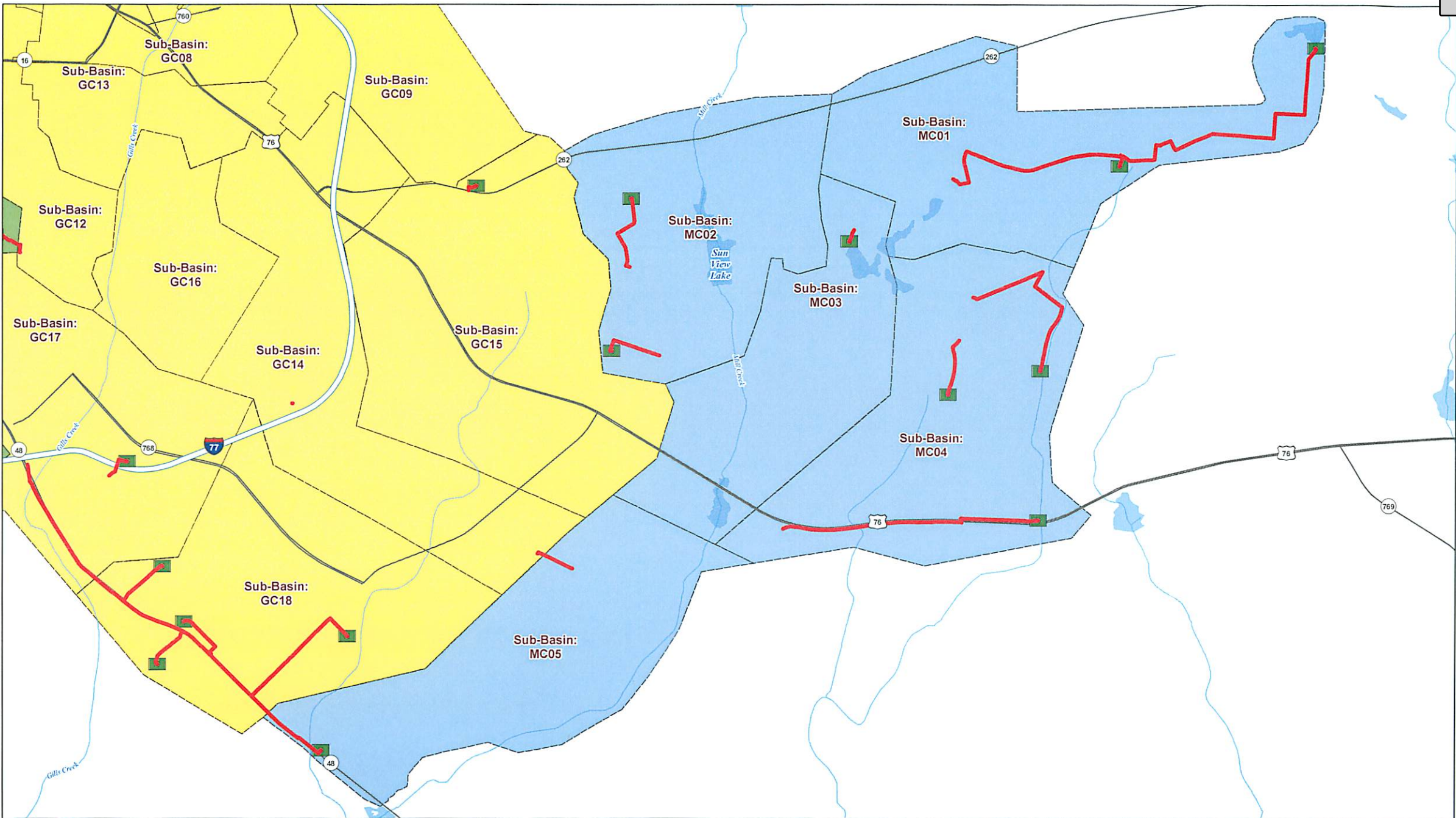
PA: February 13, 2017
CW2020 Production Map/Project Location Map/057335

 City Hall	 Pump Station	 Broad River	 Mill Creek	 Smith Branch
 Metro WWTP	 Sanitary Sewer Force Main	 Crane Creek	 Rocky Branch	 West Columbia
		 Gills Creek	 Saluda River	


1 inch = 3,000 feet
0 1,000 2,000 4,000 Feet

**Force Main Easement
Boundary Marking
SS7335
RB & GC Basins**
Prepared For: Clean Water 2020

Packet Pg. 124





Clean Water 2020
Columbia County Water Utility
We Are Columbia

 City Hall	 Pump Station	 Broad River	 Mill Creek	 Smith Branch
 Metro WWTP	 Sanitary Sewer Force Main	 Crane Creek	 Rocky Branch	 West Columbia
		 Gills Creek	 Saluda River	



1 inch = 3,000 feet
0 1,000 2,000 4,000 Feet

**Force Main Easement
Boundary Marking
SS7335
MC Basin**

Prepared For: Clean Water 2020

Packet Pg. 125



We Are Columbia

MEETING DATE: March 6, 2018

DEPARTMENT: Procurement and Contracts

FROM: Sandra Wright, Purchasing Agent

SUBJECT: Council is asked to ratify an Emergency Procurement for eight (8) Waterline Breaks throughout the City, as requested by Columbia Water. Award to Carolina Tap and Bore, a certified Local Business Enterprise, in the amount of \$253,576.00. This firm is located in West Columbia, SC.

REQUISITION NO.: R188116

FINANCIAL IMPACT: Funding Source: Engineering – SPC Contracts, (W/S, SW); 5511706-638305. The original budgeted amount is \$253,576.00.

ORIGINAL BUDGET: \$253,576.00

CLEAN WATER 2020?: No

STRATEGIC GOALS: Provide high quality municipal services

Sec 2-204. (6) of the City Ordinance. Competitive sealed bidding required; exceptions allow the City to purchase goods and services without competitive sealed bidding when it is an emergency procurement.

ATTACHMENTS:

- **#a:** Signed Emergency justification and quote (PDF)

R188116

JUSTIFICATION FOR EMERGENCY PROCUREMENT

Based upon the following determination, the proposed procurement action described below is being procured pursuant to the authority of Section 1.17 of the City of Columbia Procurement Regulation and the 1976 South Carolina Code of Laws.

This governmental body proposes to procure _

Contractual services for the repair of eight (8) waterlines throughout the Columbia Water service area that were due to the recent temperature fluctuations. These eight locations require exploratory digging to locate the exact location of the leak. The repair includes repair of asphalt lanes impacted by the break. The Water Maintenance Department is overwhelmed by the current number of leaks and requested these specific repairs be completed by a contractor due to the amount of time involved in locating the leak location.

These areas continue to leak which may undermine the roadways, causing the potential for significant damage to the roads and danger to life safety. (1)

as an emergency procurement from _Carolina Tap and Bore for a cost of \$ 253,576 funded from ~~5529989 WM4323-18~~ (2)

5511706-688305

The basis for this emergency determination and the reason no other vendor is suitable is:

Failure to move quickly with required repairs will further jeopardize public safety and increase the possibility of damaging the integrity of waterlines and roadway. Carolina Tap and Bore was selected for their ability to respond immediately. This contractor is very familiar with working with city specification and standards for waterline repair. Carolina Tap and Bore is available to start work immediately and has the most knowledge of this line. (3)

2/6/18	<u>Andrea Bellins</u>	2/6/18
Date	Department Head <i>for Dana Hissins</i>	Date
	<u>[Signature]</u>	2/6/18
	Assistant City Manager	Date
	<u>[Signature]</u>	2/8/18
	Purchasing Agent	Date
	<u>[Signature]</u>	2/9/2018
	CFO or Authorized Designee	Date

Notes: (1) Enter description of goods or services to be procured.

(2) Enter name of emergency contractor.

(3) Enter the determination and basis for emergency procurement.

REV. 4/1/2015

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

BID ITEM	DESCRIPTION	UNIT	UNIT PRICE	NOTES
1 Mobilization		EA	\$	<u>2000.00</u>
2 Traffic Control		EA	\$	<u>1800.00</u>
3 3/4 to 1" Service Line Replacement Main to Meter		EA	\$	<u>4500.00</u>
4 6 to 8" Mainline Replacement (up to 10 lf), Includes 2 solid sleeves w/ megalugs		EA	\$	<u>5000.00</u>
5 6 to 8" Valve Replacement, Includes up to 2 solid sleeves w/ megalugs		EA	\$	<u>6000.00</u>
6 Exploratory Dig/ Chasing Leaks		HR	\$	<u>482.00</u>
7 #57 Stone		TN	\$	<u>60.00</u>
8 DOT Flowable Fill & Haul Off		CY	\$	<u>200.00</u>
9 Asphalt		TN	\$	<u>240.00</u>
10 Curb and Gutter		LF	\$	<u>20.00</u>
11 CONCRETE Rd. Repair		SY	\$	<u>125.00</u>
	TOTAL			<u>20,427.00</u>

PER BENNIE Gable....

Add Item 11 FOR CONCRETE REPAIR

NOTE* Due to Unknown Quantities in Items 7-11, I have projected that you may need up to 10 additional units in each of these items. For your convenience I have totaled below.

Item # 6 @ \$482.00 per hr. X 10 = \$4,820.00

Item # 7 @ \$60.00 per TN. X 10 = \$600.00

Item # 8 @ \$200.00 per CY X 10 = \$2000.00

Item # 9 @ \$240.00 per TNX 10 = \$2400.00

Item # 10 @ \$20.00 per LF X 10 = \$200.00

Item # 11 @ \$125.00 per SY X 10 = \$1250.00

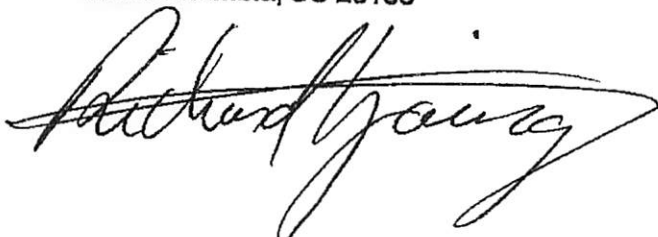
Projected additional cost per project: \$11,270.00 X 8 projects = \$90,160.00

This is a projected cost to not exceed prices shown.

Original Cost \$163,416.00
Additional projected units \$90,160.00

Carolina Tap & Bore, Inc.
2430 Morningside Drive
West Columbia, SC 29169

TOTAL COST WITH ADDITIONAL UNITS SHOWN \$253,576.00





PROPOSAL

Date: 2/1/2018
 To: Mr. Alan Cockrell
 Project: Emergency Water Repairs
 Owner: City of Columbia
 Bid Date: 2/1/2018

Certified WBE, MBE, DBE
 Georgia UC License UC301664
 North Carolina GC License 70877
 South Carolina GC License G116108

We are pleased to provide the following pricing for the subject project.
 Thank you for the opportunity.

Please contact us at 404.606.7987 if you have any questions or require additional information.

BID ITEM	DESCRIPTION	UNIT	UNIT PRICE	NOTES
1	Mobilization	EA	\$ 5,000.00	
2	Traffic Control	EA	\$ 5,000.00	
3	3/4 to 1" Service Line Replacement Main to Meter	EA	\$ 6,800.00	
4	6 to 8" Mainline Replacement (up to 10 lf), Includes 2 solid sleeves w/ megalugs	EA	\$ 23,500.00	City to Kill Water
5	6 to 8" Valve Replacement, Includes up to 2 solid sleeves w/ megalugs	EA	\$ 24,700.00	City to Kill Water
6	Exploratory Dig/ Chasing Leaks	HR	\$ 795.00	
7	#57 Stone	TN	\$ 75.00	
8	DOT Flowable Fill & Haul Off	CY	\$ 285.00	
9	Asphalt	TN	\$ 350.00	
10	Curb and Gutter	LF	\$ 61.00	
11	Conc Sidewalk	LF	\$ 64.00	

Stipulations

- Payment Terms: Net 30 days, no retainage.
- Prime/ Owner is responsible for all access, permits, and easements.
- Proposal good for 60 days.

PROPOSED BY: NAPM, INC.

APPROVED FOR CONSTRUCTION BY:

Shannon Herford

Date

Date

1628 Milford Rd.

BID ITEM	DESCRIPTION	UNIT	UNIT PRICE	NOTES
1 Mobilization		EA	\$	5000. ⁰⁰
2 Traffic Control		EA	\$	5000. ⁰⁰
3 3/4 to 1" Service Line Replacement Main to Meter		EA	\$	2000. ⁰⁰
4 6 to 8" Mainline Replacement (up to 10 lf), Includes 2 solid sleeves w/ megalugs		EA	\$	5000. ⁰⁰
5 6 to 8" Valve Replacement, Includes up to 2 solid sleeves w/ megalugs		EA	\$	6000. ⁰⁰
6 Exploratory Dig/ Chasing Leaks		HR	\$	200. ⁰⁰ per hour
7 #57 Stone		TN	\$	100. ⁰⁰ per ton
8 DOT Flowable Fill & Haul Off		CY	\$	200. ⁰⁰ per CY
9 Asphalt		TN	\$	500. ⁰⁰ per ton
10 Curb and Gutter		LF	\$	200. ⁰⁰ per LF

G. H. Smith Construction, Inc.

430 Shuler Court

Columbia, SC 29212-8020

1315 Woodlawn Ave.

BID ITEM	DESCRIPTION	UNIT	UNIT PRICE	NOTES
1 Mobilization		EA	\$	<u>5000.⁰⁰</u>
2 Traffic Control		EA	\$	<u>2500.⁰⁰</u>
3 3/4 to 1" Service Line Replacement Main to Meter		EA	\$	<u>2000.⁰⁰</u>
4 6 to 8" Mainline Replacement (up to 10 lf), Includes 2 solid sleeves w/ megalugs		EA	\$	<u>5000.⁰⁰</u>
5 6 to 8" Valve Replacement, Includes up to 2 solid sleeves w/ megalugs		EA	\$	<u>6000.⁰⁰</u>
6 Exploratory Dig/ Chasing Leaks		HR	\$	<u>200.⁰⁰ per hour</u>
7 #57 Stone		TN	\$	<u>100.⁰⁰ per ton</u>
8 DOT Flowable Fill & Haul Off		CY	\$	<u>200.⁰⁰ per CY</u>
9 Asphalt		TN	\$	<u>500.⁰⁰ per ton</u>
10 Curb and Gutter		LF	\$	<u>200.⁰⁰ per LF</u>

G. H. Smith Construction, Inc.

430 Shuler Court

Columbia, SC 29212-8020

10146 Garners Ferry Rd

BID ITEM	DESCRIPTION	UNIT	UNIT PRICE	NOTES
1 Mobilization		EA	\$	<u>5,000.00</u>
2 Traffic Control		EA	\$	<u>25,000.00</u>
3 3/4 to 1" Service Line Replacement Main to Meter	Repair Leak	EA	\$	<u>5,000.00</u>
4 6 to 8" Mainline Replacement (up to 10 lf), Includes 2 solid sleeves w/ megalugs		EA	\$	<u> </u>
5 6 to 8" Valve Replacement, Includes up to 2 solid sleeves w/ megalugs		EA	\$	<u> </u>
6 Exploratory Dig/ Chasing Leaks		HR	\$	<u> </u>
7 #57 Stone		TN	\$	<u> </u>
8 DOT Flowable Fill & Haul Off	14 CY @ 150.00 per CY	CY	\$	<u>2100.00</u>
9 Asphalt	2 tons @ 500 per ton	TN	\$	<u>1000.00</u>
10 Curb and Gutter		LF	\$	<u> </u>

Total - \$ 38,100.00

G. H. Smith Construction, Inc.

430 Shuler Court

Columbia, SC 29212-8020

808 Kingsbridge Rd.

BID ITEM	DESCRIPTION	UNIT	UNIT PRICE	NOTES
1 Mobilization		EA	\$	<u>2500.00</u>
2 Traffic Control		EA	\$	<u>3000.00</u>
3 3/4 to 1" Service Line Replacement Main to Meter		EA	\$	_____
4 6 to 8" Mainline Replacement (up to 10 lf), Includes 2 solid sleeves w/ megalugs		EA	\$	_____
5 6 to 8" Valve Replacement, Includes up to 2 solid sleeves w/ megalugs		EA	\$	_____
6 Exploratory Dig/ Chasing Leaks		HR	\$	<u>100.⁰⁰ per hour</u>
7 #57 Stone		TN	\$	<u>100.⁰⁰ per ton</u>
8 DOT Flowable Fill & Haul Off		CY	\$	<u>150.⁰⁰ per CY</u>
9 Asphalt		TN	\$	<u>300.⁰⁰ per ton</u>
10 Curb and Gutter		LF	\$	_____

G. H. Smith Construction, Inc.

430 Shuler Court

Columbia, SC 29212-8020

Hazelwood @ Garners Ferry Rd

BID ITEM	DESCRIPTION	UNIT	UNIT PRICE	NOTES
1 Mobilization		EA	\$	<u>5000.00</u>
2 Traffic Control		EA	\$	<u>5000.00</u>
3 3/4 to 1" Service Line Replacement Main to Meter		EA	\$	<u>2000.00</u>
4 6 to 8" Mainline Replacement (up to 10 lf), Includes 2 solid sleeves w/ megalugs		EA	\$	<u>5000.00</u>
5 6 to 8" Valve Replacement, Includes up to 2 solid sleeves w/ megalugs		EA	\$	<u>6000.00</u>
6 Exploratory Dig/ Chasing Leaks		HR	\$	<u>200.00 per hour</u>
7 #57 Stone		TN	\$	<u>100.00 per ton</u>
8 DOT Flowable Fill & Haul Off		CY	\$	<u>200.00 per CY</u>
9 Asphalt		TN	\$	<u>500.00 per ton</u>
10 Curb and Gutter		LF	\$	<u>200.00 per LF</u>

G. H. Smith Construction, Inc.

430 Shuler Court

Columbia, SC 29212-8020

700 Henderson St.

BID ITEM	DESCRIPTION	UNIT	UNIT PRICE	NOTES
1 Mobilization		EA	\$	5000. ⁰⁰
2 Traffic Control		EA	\$	5000. ⁰⁰
3 3/4 to 1" Service Line Replacement Main to Meter		EA	\$	2000. ⁰⁰
4 6 to 8" Mainline Replacement (up to 10 lf), Includes 2 solid sleeves w/ megalugs		EA	\$	5000. ⁰⁰
5 6 to 8" Valve Replacement, Includes up to 2 solid sleeves w/ megalugs		EA	\$	6000. ⁰⁰
6 Exploratory Dig/ Chasing Leaks		HR	\$	200. ⁰⁰ per hour
7 #57 Stone		TN	\$	100. ⁰⁰ per ton
8 DOT Flowable Fill & Haul Off		CY	\$	200. ⁰⁰ per CY
9 Asphalt Concrete		TN CY	\$	500. ⁰⁰ per CY
10 Curb and Gutter		LF	\$	200. ⁰⁰ per LF

G. H. Smith Construction, Inc.

430 Shuler Court

Columbia, SC 29212-8020

Riviera @ Hemphill

BID ITEM	DESCRIPTION	UNIT	UNIT PRICE	NOTES
1 Mobilization		EA	\$	5000. ⁰⁰
2 Traffic Control		EA	\$	5000. ⁰⁰
3 3/4 to 1" Service Line Replacement Main to Meter		EA	\$	2000. ⁰⁰
4 6 to 8" Mainline Replacement (up to 10 lf), Includes 2 solid sleeves w/ megalugs		EA	\$	5000. ⁰⁰
5 6 to 8" Valve Replacement, Includes up to 2 solid sleeves w/ megalugs		EA	\$	6000. ⁰⁰
6 Exploratory Dig/ Chasing Leaks		HR	\$	200. ⁰⁰ per hour
7 #57 Stone		TN	\$	100. ⁰⁰ per ton
8 DOT Flowable Fill & Haul Off		CY	\$	200. ⁰⁰ per CY
9 Asphalt		TN	\$	500. ⁰⁰ per ton
10 Curb and Gutter		LF	\$	200. ⁰⁰ per LF

G. H. Smith Construction, Inc.

430 Shuler Court

Columbia, SC 29212-8020

109 Meredith Square

BID ITEM	DESCRIPTION	UNIT	UNIT PRICE	NOTES
1 Mobilization		EA	\$	<u>5000.⁰⁰</u>
2 Traffic Control		EA	\$	<u>5000.⁰⁰</u>
3 3/4 to 1" Service Line Replacement Main to Meter		EA	\$	<u>2000.⁰⁰</u>
4 6 to 8" Mainline Replacement (up to 10 lf), Includes 2 solid sleeves w/ megalugs		EA	\$	<u>5000.⁰⁰</u>
5 6 to 8" Valve Replacement, Includes up to 2 solid sleeves w/ megalugs		EA	\$	<u>6000.⁰⁰</u>
6 Exploratory Dig/ Chasing Leaks		HR	\$	<u>200.⁰⁰ per hour</u>
7 #57 Stone		TN	\$	<u>100.⁰⁰ per ton</u>
8 DOT Flowable Fill & Haul Off		CY	\$	<u>200.⁰⁰ per CY</u>
9 Asphalt <i>Concrete</i>		<i>CY</i> TN	\$	<u>500.⁰⁰ per CY</u>
10 Curb and Gutter		LF	\$	<u>200.⁰⁰ per LF</u>

G. H. Smith Construction, Inc.

430 Shuler Court

Columbia, SC 29212-8020



We Are Columbia

MEETING DATE: March 6, 2018

DEPARTMENT: Engineering Department

FROM: *Dana Higgins, Director of Engineering*

SUBJECT: Council is asked to approve a Maintenance Services Agreement for the Devil's Ditch Waterway Project, as requested by Columbia Water. Award to Richland County in the amount of \$406,073.80.

FINANCIAL IMPACT: Funding Source: CIP FY14/15 Stormwater; 5549999-SD838901-658650. The original budgeted amount is \$406,073.80.

ORIGINAL BUDGET: \$406,073.80

CLEAN WATER 2020?: No

STRATEGIC GOALS: Collaborate and partner with entities

Council is asked to approve an agreement request of Richland County, SC and the City of Columbia, SC for mutual interest in the maintenance of Devil's Ditch. Parties request to collaborate on the maintenance project - with City lead on procurement and implementation - in accordance with project plans. Funding originally approved as part of Stormwater 5549999-SD838901-658650 CIP FY14/15, funded at \$450,000.

ATTACHMENTS:

- **#a:** Devils Ditch Agreement w. Attachments and Legal Approval (PDF)

PROJECT AGREEMENT

This Agreement entered into by and between Richland County, South Carolina (the "County") and the City of Columbia, South Carolina (the "City").

WITNESSETH THAT:

WHEREAS, the Devils Ditch waterway ("Devils Ditch") is located within the areas served by and under the jurisdiction of the City and areas that are under the jurisdiction of the County; and

WHEREAS, the City and the County, and all those served by these entities, have a mutual interest in the maintenance of Devils Ditch; and

WHEREAS, the City and the County coordinated to have an evaluation conducted, as well as a project plans and specifications (the "Project Plans") and a project estimate (the "Project Estimate") prepared for Devils Ditch by Dennis Corporation, as illustrated in Attachment A; and

WHEREAS, the parties have agreed to collaborate on the maintenance project, in accordance with the Project Plans, and procure one contractor to execute the maintenance project in order to reduce costs; and

WHEREAS, the parties wish to authorize the maintenance activities specified in the aforesaid Project in accordance with the Project Plans and within the Project Budget;

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants herein set forth, the County and the City agree as follows:

1. The parties agree that each party will secure, at their own cost, any necessary property rights – e.g., easements, licenses, etc. – to perform work located in their own jurisdiction and which property rights will provide for access and maintenance activities performed by either party. Each party will provide to the other party copies of all filed and recorded easements obtained by the party for work under this Agreement.
2. The Project Plans will be bid through the City's procurement process. Once the bidding process is completed, no further action or approvals are needed with the exception of final approvals from City and County Council for construction. Parties agree that as of the date of this agreement the Project Budget should be sufficient to complete the Project Plans.
3. The City and County consent to the maintenance activities specified in the Project within both the City corporate limits and the County unincorporated areas in accordance with the Project Plans and within the Project Budget. The foregoing consent shall be the sole approval necessary from the County for the City to complete the Project under the Project Plans and within the Project Budget.
4. The County and City will provide up to **Four Hundred Six Thousand Seventy-three and 80/100 (\$406,073.80) Dollars** toward the cost of the Project from the budget sources detailed in Attachment B. If maintenance activity costs as reflected in the low bid are over budget, the City will work with the County to revise the Project Plans as necessary to bring the cost within the funds currently allocated for the project. Until the Project Plans have been revised such that the executed contract is within the funds currently allocated for the project, a Notice to Proceed will not be issued.

5. If, after contractor award or during maintenance activities, circumstances arise or conditions are discovered which cause the Project Budget to be insufficient to complete the Project, neither party shall be responsible for obtaining or providing additional funding. In such case, the City will cooperate with the County in revising the Project Plans as necessary to complete the Project within the Project Budget. In no event will the City or County be required to provide any funds in excess of the amount reflected in the Project Budget; however, the County or the City may provide funds if approved through an appropriate change order.

6. The City may authorize change orders that it deems necessary to portions of the project that are the City's responsibility and the County may authorize change orders that it deems necessary to portions of the project that are the County's responsibility so long as such change orders are within the scope of the Project Plans and the Project Budget after the Notice of Proceed is issued..

7. Upon completion of the Project, and inspection of the Project proving the maintenance activities have been completed in accordance with Project Plans, all future maintenance activities will remain the responsibility of the entity which had maintenance responsibility prior to the Project.

9. If any provision of this Agreement or any obligation or agreement contained herein is determined by a court of competent jurisdiction to be invalid or unenforceable, that determination shall not affect any other provision, obligation or agreement, each of which shall be construed and enforced as if the invalid or unenforceable portion were not contained herein.

10. This Agreement may be executed in several counterparts, all or any of such shall be regarded for all purposes as one original and shall constitute and be but one and the same instrument.

11. This Agreement represents the entire agreement between the County and the City and supersedes and replaces all terms and conditions of any prior agreements, arrangements, negotiations, or representations, written or oral, with respect to the Project.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year of the last signature hereinbelow.

WITNESSES:

RICHLAND COUNTY, SOUTH CAROLINA

By: _____
Printed Name: Gerald Seals
Title: County Administrator
Date: _____

City of Columbia, South Carolina

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

APPROVED AS TO FORM

[Signature] 2/19/18
Legal Department C

**Devils Ditch
Richland County, SC
Construction Cost Budget Sources**

Preliminary Funding Estimate – Phase 1		
Entity	Percentage of Project	Cost
Richland County Stormwater	67 %	\$272,069.44
City of Columbia Stormwater	33%	\$134,004.36
Total	100%	\$406, 073.80

Basis for breakdown:

- Line items for work along the entire project length are a function of the relative length within each jurisdiction
- Riprap costs are allocated by location of the work as shown on the plans

Devils Ditch
Richland County, SC
Construction Cost Estimate - Phase I
STA: 100+00 - 133+00; 200+00 - 203+91.46
Maintenance Plan

Preliminary Construction Estimate - Phase I - 04/11/14					
Item	Description	Quantity	Units	Unit Cost	Total Cost
1	Mobilization	1	LS	\$8,500.00	\$8,500.00
2	Temporary Signage, Maintenance	1	LS	\$10,000.00	\$10,000.00
3	Maintenance Access Clearing & Stabilization	6,550	SY	\$4.50	\$29,475.00
4	Selected Clearing, (No Grubbing)	3.40	AC	\$14,000.00	\$47,600.00
5	Ditch Cleanout & Debris Removal	3,692	LF	\$12.00	\$44,304.00
6	Stormdrainage Repairs	1	LS	\$50,000.00	\$50,000.00
7	Class B RipRap - End Treatment	90	TON	\$85.00	\$7,650.00
8	Class B RipRap - Aprons	85	TON	\$85.00	\$7,225.00
9	Class C RipRap - Channel Lining & End Treatment	910	TON	\$110.00	\$100,100.00
10	RipRap Bank Armoring (Includes RipRap and Grout)	400	SY	\$155.00	\$62,000.00
11	Permanent Grassing / Vegetation	1.28	AC	\$1,800.00	\$2,304.00
12	Contigent Maintenance Stone	400	TON	\$38.00	\$15,200.00

Subtotal	\$369,158.00
Contingency (10%)	\$36,915.80
GRAND TOTAL	\$406,073.80



We Are Columbia

MEETING DATE: March 6, 2018

DEPARTMENT: Procurement and Contracts

FROM: *Sandra Wright, Purchasing Agent*

SUBJECT: Council is asked to approve a Contract for Project SS7284; Train 1 Aeration Improvements at the Metro Wastewater Treatment Plant, as requested by Columbia Water. Award to M.B. Kahn Construction Co. Inc., in an amount not to exceed \$28,488,500.00. This firm located in Columbia, SC.

PURPOSE: This is a Clean Water 2020 Program Project and a Subcontracting Outreach Program Project.

The following sub-consultants will provide additional services:

The DESA Group of Columbia, SC will provide pipe and air diffusers at \$2,845,023.00 (10%) of the contract value.

Corley Construction of Columbia, SC will provide hauling and material disposal services at \$14,400.00 (0.05%) of the contract value.

L.A. Barrier of Columbia, SC will provide furnishing stones at \$41,558.00 (0.15%) of the contract value.

K & D Masonry of Columbia, SC will provide concrete flat work, curb and gutter services at \$80,442.00 (0.28%) of the contract value.

Industrial HVAC of Boone, NC will provide HVAC services at \$272,000.00 (0.95%) of the contract value.

Harrelson Painting of Swansea, SC will provide painting services at \$215,000.00 (0.75%) of the contract value.

Heyward Services of Charlotte, NC will provide process equipment supplies at \$3,526,885.00 (12.4 %) of the contract value.

Gregory Electric of Columbia, SC will provide electrical services at \$6,187,335.00 (21.7%) of the contract value.

REQUISITION NO.: R181842

FINANCIAL IMPACT: Funding Source: 5529999-658650; Water & Sewer Capital Project Cost. The original budgeted amount is \$18,000,000. The remaining balance of \$3,995,700 will be transferred from Unforeseen and Miscellaneous Project SS728801 and \$6,492,800 will be transferred from East Rocky Branch Improvements Phase II Project SS733702.

ORIGINAL BUDGET: \$21,995,700.00

BUSINESS PROGRAM: Subcontracting Outreach Program

CLEAN WATER 2020?: Yes

STRATEGIC GOALS: Provide high quality municipal services

Five (5) bids were received for this project. The total construction time for this project is six hundred ninety (690) consecutive calendar days after the commencement date specified in the Notice to Proceed. The total construction time includes the following milestones: Intermediate substantial completion shall be four hundred fifty (450) consecutive calendar days from the date of commencement as described above. Substantial completion shall be six hundred thirty (630) consecutive calendar days from the date of commencement as described above. Final completion shall be six hundred ninety (690) consecutive calendar days from the date of commencement as described above.

This project includes both Subcontracting Outreach Program requirements of 15% and Columbia Disadvantaged Business Enterprise Program requirements of 10%. It has been determined that M.B. Kahn Construction has met the requirements of both the Columbia Disadvantaged Business Enterprise Program (CDBE) and Subcontracting Outreach Program (SOP).

ATTACHMENTS:

- **#a:** Contract (PDF)
- **#b:** Train1_Bid_Tab (PDF)
- **#c:** Train 1_total contractsheet (PDF)
- **#d:** Columbia Water Award Recommendation Memo for SS7284 (PDF)
- **#e:** Train 1 Compliance Review (PDF)
- **#f:** Train 1 Business Information Record (PDF)

CONTRACT

City of Columbia, South Carolina

CIP #SS7284

Train 1 Aeration Improvements at MWWTP

Bid #021-17-18-LRL

This Contract is made by and between the City of Columbia, South Carolina, hereinafter called Owner, and **M.B. Kahn Construction Co., Inc.** with legal address and principal place of business at **101 Flintlake Road, Columbia, SC 29223**, 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 **AECOM, Inc.**, who will act as Engineer in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE 3. CONTRACT TIME.

3.1 The total Contract Time shall be **Six Hundred Ninety (690)** consecutive calendar days from the said date of commencement as defined in the Notice to Proceed (NTP). **The total Contract Time shall include the following milestones. Intermediate substantial completion shall be Four Hundred Fifty (450) consecutive calendar days from the date of commencement as described above. Substantial completion shall be Six Hundred Thirty (630) consecutive calendar days from the date of commencement as described above and final completion shall be Six Hundred Ninety (690) consecutive calendar days from the date of commencement as described above.**

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 **Twenty-Eight Million Four Hundred Eighty-Eight Thousand Five Hundred Dollars and Zero Cents (\$28,488,500.00).**

ARTICLE 5. APPLICATIONS FOR PAYMENT

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

ARTICLE 6. PROGRESS AND FINAL PAYMENTS

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

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

ARTICLE 7. LIQUIDATED DAMAGES

7.1 Owner and Contractor recognize that time is of the essence of this Contract and that Owner will suffer financial loss if the Work is not completed within the Contract Time (and specific milestones) specified in Article 3 above, plus any extensions thereof allowed. They also recognize the delays, expense and difficulties involved in proving, in a legal proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner **Three Thousand Dollars and Zero Cents (\$3,000.00)** per day for each calendar day of delay until the Work is complete.

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

ARTICLE 8. ASSURANCE

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

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

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

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

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

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

ARTICLE 9. CONTRACT DOCUMENTS.

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

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

9.2.1 Invitation To Bid.

9.2.2 Instructions To Bidders.

9.2.3 Bid Form.

9.2.4 This Contract.

9.2.5 Performance and Payment Bond.

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

9.2.7 Special Provisions.

9.2.8 General Conditions Section 00700

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

9.2.10 Drawings, numbered **1** through **139**, inclusive and dated **September 2017**.

9.2.11 Addenda numbers **1** to **8**, inclusive.

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

ARTICLE 10. MISCELLANEOUS

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

10.2 Neither Owner nor Contractor shall, without the prior written consent of the other, assign or sublet in whole or in part any interest under any of the Contract Documents; and, specifically but without

limitation, Contractor shall not assign any monies due or to become due without the prior written consent of Owner. In case Contractor assigns all or any part of any monies due or to become due under this Contract, the instrument of assignment shall contain a clause substantially to the effect that it is agreed that the right of the assignee in and to any monies due or to become due to Contractor shall be subject to prior claims of all persons, firms and corporations for services rendered or materials supplied for the performance of the Work called for in this Contract.

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

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

This Contract shall become effective on _____, 20__.

Contractor M.B. KAHN CONSTRUCTION CO., INC. Owner

City of Columbia, SC

BY


WILLIAM P. EDMONDS
EXECUTIVE VICE PRESIDENT

(CORPORATE SEAL)

BY

Teresa Wilson, City Manager

(CORPORATE SEAL)

Attest



Attest

Address for giving notices

101 FLINTLAKE RD.

COLUMBIA, SC 29223

Address for giving notices

Department of Procurement and Contracts

1800 Main Street, 2nd Floor

Columbia, SC 29201

Date: _____

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

 2/20/18
 Legal Department City of Columbia, SC

Event Number	BID021-17-18-LRL Addendum 8	Organization	City of Columbia, SC
Event Title	Train 1 Aeration Improvements at WWTP (S	Workgroup	Purchasing
Event Description	Mandatory Pre-Bid Meeting on November 8	Event Owner	LaWana Robinson-Lee
Event Type	RFP	Email	lcrobinson@columbiasc.net
Issue Date	11/3/2017 03:39:04 PM (ET)	Phone	
Close Date	12/18/2017 03:00:00 PM (ET)	Fax	

Responding Supplier	City	State	Response Submitted	Lines Responded	Response Total
URSource Contracting, LLC	West Columbia	SC	11/15/2017 11:33:35 PM (ET)	0	\$0.00
M. B. Kahn Construction Co., Inc	Columbia	SC	12/18/2017 02:55:00 PM (ET)	1	\$28,488,500.00
The Lane Construction Corporat	Cheshire	CT	12/18/2017 02:46:22 PM (ET)	1	\$29,485,377.00
Adams Robinson Enterprises ,In	Dayton	OH	12/18/2017 02:52:32 PM (ET)	1	\$29,614,000.00
State Utility Contractors, Inc.	Monroe	NC	12/18/2017 02:53:53 PM (ET)	1	\$31,036,000.00
T.A. Loving Company	Goldsboro	NC	12/18/2017 02:58:20 PM (ET)	1	\$31,037,000.00

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

MB KAHN

Total Contract
\$ 28,488,500.00

SOP (services)				SOP (materials)				CDBE		
Company	Amount	Percentages		Company	Amount	Percentages		Company	Amount	Percentages
Industrial HVAC	\$272,000	0.95%		Heyward Services	\$3,526,885	7.43%		The DESA Group	\$2,845,023	9.99%
Harrelson Painting	\$215,000	0.75%			\$2,116,131			Corley Construction	\$14,400	0.05%
Gregory Electric	\$6,187,335	21.72%						LA Barrier	\$41,558	0.15%
	\$6,674,335							K&D Masonry	\$80,442	0.28%
								\$2,981,423		

Actual		
SOP total (services + materials (60%))	\$8,790,466	30.86%
CDBE total	\$2,981,423	10%
\$11,771,889		

Requirements	
15% SOP req.	10% CDBE req.
\$ 4,273,275.00	\$ 2,848,850.00



Department/Division Name
PO Box 147 | Columbia, SC 29217 | (803) 545-3300

Memorandum

To: Gary Porth
Construction Procurement Manager

From: John Riggs, P.E.
Assistant Wastewater Engineer

Date: January 26, 2018

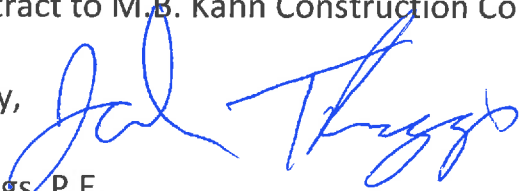
Subject: SS7284 – Improvements to Train 1 Aeration Metro WWTP
Recommendation of Award

As you are aware, the City of Columbia received competitive bids for SS7284 – Improvements to Train 1 Aeration Metro WWTP on December 18, 2017. The bid tabulations have been reviewed and we find no issues with the prices provided. The 5 bids were as follows:

M. B. Kahn Construction Co	\$28,488,500.00
The Lane Construction Corporation	\$29,485,377.00
Adams Robinson Enterprises	\$29,614,000.00
State Utility Contractors, Inc	\$31,036,000.00
T.A. Loving Company	\$31,037,000.00

We have reviewed the bids and find everything in order. We recommend awarding the contract to M.B. Kahn Construction Co. at their bid of \$28,488,500.00.

Sincerely,


John Riggs, P.E.
Assistant Wastewater Engineer

ColumbiaSCWater.Net





CITY OF COLUMBIA

Office of Business Opportunities Compliance Division

P.O. Box 147 | Columbia, South Carolina 29217
Phone: 803-545-3049

December 21, 2017

Attn: Lawana Robinson – Lee, Deputy Director
Department of Procurement and Contracts

Re: SS7284 Train 1 Aeration Improvements

From: Ayesha Driggers, Compliance Administrator (OBO)

After careful review of the documentation provided to our compliance team, it has been determined that M.B. Kahn Construction has met the requirements of the Columbia Disadvantaged Business Enterprise Program (CDBE) and Subcontracting Outreach Program (SOP).

Breakout of bid percentages:

- LBE Certification: Yes
- Bid Amount: \$28,488,500
- 15% SOP Requirement: \$ 4,273,275
- Amount/Percentage SOP Outreach Achieved: \$ 8,790,466(30.86%)
- SOP contract by Services: \$ 6,674,335
- SOP contract by Materials: \$ 2,116,131(\$3,526,885 @60%)
- CDBE Subcontractor Amount: \$2,981,423(10%)

Based on the information listed above, M.B. Kahn is approved as the responsive low bidder with a score of 100 points, to complete the scope of work as outlined in the specifications of project SS7284 Train 1 Aeration Improvements.

Bid No: 021-17-18-LRL Train 1 Aeration Improvements (SS7284)

Appendix A: Business Information Record (SOP)

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

MUST BE TYPED - "NO LINE STRIKE THROUGH"

Business Name & Address	Contact Name & Telephone	Services and/or Materials Provided	Cost of Services and/or Material (\$ Value)	Percentage of Total Contract	MBE, WBE, SBE, DBE, LBE (indicate all that apply)	Is your Business CDBE Approved ? Yes or No
Industrial HVAC Boone, NC	Wes Carter 828.434.5757	HVAC	\$272,000	0.95 %		
Harrelson Painting Swansea, SC	Lee Sharpe 803.960.1797	Painting	\$215,000	0.75%		
Heyward Services Charlotte, NC	Doug Wilson 704.583.2305	Process Equipment Supply	\$3,526,885	12.4 %		
Gregory Electric Columbia, SC	Glenn Greer 803.748.1146	Electrical	\$6,187,335	21.72 %		
				%		

TOTAL: \$ 10,201,220

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

Business Name:

M.B. Kahn Construction Co., Inc.

Representative Name / Title:

William P. Edmonds, Executive Vice President

Date:

December 12, 2017

Bid No: 021-17-18-LRL Train 1 Aeration Improvements (SS7284)

Appendix B: Business Information Record (CDBE)

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

MUST BE TYPED - "NO LINE STRIKE THROUGH"

Business Name & Address	Contact Name & Telephone	Services and/or Materials Provided	Cost of Services and/or Material (\$ Value)	Percentage of Total Contract	MBE, WBE, SBE, DBE, LBE (indicate all that apply)	Is your Business CDBE Approved ? Yes or No
The DESA Group	Dionne Heshman 803.509.5965	Furnish and Install S.S. Pipe and Air Diffusers	\$2,845,023	10 %	MBE	Yes
Corley Construction	Todd Corley 803.513.1269	Haul and Dispose Material	\$14,400	0.05 %	MBE	Yes
L.A. Barrier	Dayrl Howard 803.356.2351	Furnish Stone	\$41,558	0.15 %	MBE	Yes
K & D Masonry	Kenneth Boyles 803.862.7789	Concrete Flat Work, Curb, and Gutter	\$80,442	0.28 %	MBE	Yes
				%		

TOTAL: \$ 2,983,446

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

Business Name:

M. B. Kahn Construction Co., Inc.

Representative Name / Title:

William P. Edmonds, Executive Vice President

Date:

December 12, 2017

Bid No: 021-17-18-LRL Train 1 Aeration Improvements (SS7284)

APPENDIX C: CONTRACTOR QUALIFICATION QUESTIONNAIRE

PART 1 - GENERAL

The following information and completed forms are required by the Owner and failure to provide the data in this section, will subject bidder to disqualification.

1.1 DESCRIPTION

- A. Information submitted will be used by the Owner to determine the competency and ability of the Contractor to perform the scheduled work in a manner deemed satisfactory to the Owner. The Owner's decision shall be final.
- B. The Contractor shall include with this section most recent audited financial statements for a 3-year period. Complete balance sheets and income statements must be included. **(This information must be submitted back in a sealed envelope labeled "Financials" with your company name).** Data provided for parent or child entities related to the contractor firm in lieu of the contractor's data shall not be reviewed.
- C. The Contractor shall certify by attaching his signature to this Section as provided that all information contained herein is complete and all statements and answers are accurate and true. Providing misinformation, incomplete information, inaccurate information, or failure to certify the information, will subject bidder to disqualification.

1.2 GENERAL INFORMATION

1.2.a. General Company information (Primary/Main office location)

M. B. Kahn Construction Co., Inc.
Company Name

101 Flintlake Road, Columbia, SC 29223-7851
Physical Address

P.O. Box 1179
Mailing Address

Columbia, SC 29202-1179
City/State Zip Code + 4

(803) 736-2950 (803) 736-3924
Phone number Fax number

William P. Edmonds A.C. Arnn
Primary Contact Name Secondary Contact Name

bedmonds@mbkahn.com acarnn@mbkahn.com
Primary Contact Email Address Secondary Contact Email Address

1.3 ORGANIZATION

- 1.3.a. Business type (check box) ☒ Corporation ☐ Partnership ☐ Limited Liability Company ☐ Sole Proprietor ☐ Joint Venture
- 1.3.b. Type of Work (check box) ☒ General Construction ☐ Electrical ☐ Mechanical ☐ Plumbing ☐ Other (please specify)
- 1.3.c. Licensing information (Please provide all South Carolina professional licenses required for you to perform your services.)

Bid No: 021-17-18-LRL Train 1 Aeration Improvements (SS7284)

SC License Type (check box) ☒ General Construction ☐ Electrical ☐ Mechanical ☐ Plumbing
☒ Other (please specify)

<u>SC License number</u> (provide copy)	<u>License Limit/Level</u>	<u>State/County/City Privilege License</u>
<u>G10572</u>	<u>Unlimited</u>	<u>State of South Carolina</u>
<u>8024</u>	<u>Business and Professional License</u>	<u>City of Columbia, SC</u>

1.4 BONDING

1.4.a. Attach letter, dated within the last 30 days, from your surety company, signed by their Attorney in Fact, verifying their willingness to issue a payment and performance bond in the amount of \$25,000,000.00 for this project, on behalf of your firm or its agent licensed to do business in South Carolina, and verifying your company's capability and capacity based on your current value of work. Surety company bond rating shall be rated "A" or better under the A.M. Best Rating system or The Federal Treasury List.

Have you attached a surety letter? ☒ Yes ☐ No

1.4.b. Have any funds been expended by a surety company on your firm's behalf?

☐ Yes ☒ No If yes, explain:

N/A

1.4.c. List all surety companies that have provided bonds for your company for the past five (5) years, provide explanation, required, if more than one company.

<u>Since 1942</u>	<u>Travelers Casualty and Surety</u>	<u>N/A</u>
<u>Date</u>	<u>Firm</u>	<u>Reason</u>
<u>N/A</u>	<u>N/A</u>	<u>N/A</u>
<u>Date</u>	<u>Firm</u>	<u>Reason</u>
<u>N/A</u>	<u>N/A</u>	<u>N/A</u>
<u>Date</u>	<u>Firm</u>	<u>Reason</u>

1.5 INSURANCE

1.5.a. Evidence of Insurance

In order to prequalify, contractors must indicate that they can provide evidence of insurance coverage, see below, as follows should they subsequently be the successful bidder. Do you agree? ☒ Yes ☐ No

Liability Insurance - The contractor shall procure and maintain for the duration of the contract insurance against claims for any injuries to persons or damages to property, which may arise from or in connection with the performance of the work by the contractor, his agents, or representatives, employees or subcontractors.

Bid No: 021-17-18-LRL Train 1 Aeration Improvements (SS7284)

A.) **Commercial General Liability Insurance:** Coverage in an amount not less than \$1,000,000.00 per occurrence, and \$2,000,000.00 aggregate combined single limit for bodily injury, personal injury, and property damage, naming the City of Columbia as an additional insured.

B.) **Automobile Liability Insurance:** \$500,000.00 combined single limit per accident for bodily injury and property damage.

C.) **Excessive Liability Insurance:** Naming the Contractor or other person who will be performing the activity as insured and also naming the City of Columbia as an additional insured in an amount no less than \$10,000,000.00 for bodily injury, personal injury, property damage and products completed operations.

1.6 SIZE/CAPACITY

1.6.a. How many full-time permanent employees work for the company?

511

1.6.b. If the company has more than one office location, how many full-time permanent employees work for the company at the location which will serve this project?

436

PART 2 - EXPERIENCE

Does your company have a minimum of 5 years of experience in performing similar wastewater treatment plant work as indicated in the proposed scope of services?

☒ Yes ☐ No (If No, your company will be deemed not qualified and your bid will not be considered.)

2.1 YEARS OF OPERATION

Number of years in business as a contractor under the company name listed in 1. 2. a., above: 90 years. List any other names your firm operated under previously including dates of operation.

N/A

2.1.a. List date, State and type of incorporation, partnership, or proprietorship establishment:

October 31, 1955 South Carolina/Incorporation
Date State/Type (incorporation, partnership/proprietorship)

2.1.b. List names of the firm principals appropriate to the type of the firm:

Corporation: President, Vice-president, Secretary, Treasurer

Partnership: Partners

Proprietorship: Owner

Other: List and explain

Bid No: 021-17-18-LRL Train 1 Aeration Improvements (SS7284)Title: President/Secretary Full Name: William H. Neely Yrs. Service: 44Title: Executive VP/Treasurer Full Name: Robert A. Chisholm Yrs. Service: 23Title: Executive Vice President Full Name: William P. Edmonds Yrs. Service: 24Title: Executive Vice President Full Name: Scott C. Appleton Yrs. Service: 23Title: Executive Vice President Full Name: David A. Burrell Yrs. Service: 32Please see attached Authorized Officers list for additional principals.

2.1.c. Has your company ever performed substantially similar services to the proposed scope of services (specifically wastewater treatment plant work) with a total value of more than \$20,000,000.00

☒ Yes ☐ No (If No, your company will be deemed not qualified and your bid will not be considered.)

If yes, list the name of the agency/entity, dollar value, owner and contact names, contact phone numbers and contract dates for all contracts completed (or current) within the last five (5) years.

Entity	Dollar Value	Owner Agency Contact Name	Contact Phone Number	Contract Dates
Columbia Water - Lake Murray WTP Disinfection, Residuals Handling & Pumping Improvements	\$22,062,300.00	Columbia Water Clint Shealy	803.240.6350	Completed: 11/2017
Santee Cooper - Lake Moultrie WTP Phase II Reliability Improvements	\$31,827,000.00	Santee Cooper Vicki Sweatman	843.761.8000	Anticipated: 12/30/2017
Santee Cooper - Cross Foundation Works Package 2	\$30,007,600.00	Santee Cooper Caleb Rodgers	843.761.8000	Anticipated: 4/30/2018
Forsyth County - James Creek WRF Expansion & Upgrade	\$24,815,250.00	Forsyth County Barry Lucas	770.886.2793	Anticipated: 05/31/2018
Columbia Water - Metro WWTP Anaerobic Digester Rehabilitation	\$21,922,400.00	Columbia Water Lawrence Westbury	803.545.3400	Anticipated: 1/31/2019
City of Rock Hill - WTP Upgrade & Expansion to 48MGD	\$34,851,955.00	City of Rock Hill Chris Taylerson	803.329.5613	Anticipated 1/8/2021

2.1.d. Within the last 5 years, has your organization been pre-qualified to bid on a substantially similar project and failed to submit a bid without notice of good cause before final bid date?

☐ Yes ☒ No If yes, on a separate sheet list name of project and reason you did not submit a bid.

2.1.e. Provide the resumes for the key personnel that will be assigned to the project. These individuals shall be assigned for the term of the project. Include the project Manager, Site Superintendent, Project Engineer(s) and any other relevant individuals. (Please use a separate sheet of paper and label the section accordingly)

Bid No: 021-17-18-LRL Train 1 Aeration Improvements (SS7284)**2.2 WORKLOAD AND CAPACITY**

2.2.a. How many projects do you currently have under contract or in progress and what is their total dollar value?

_____ 86 _____ (#) of projects

\$ 607,051,637.00 _____ (Current projects contract amount)

2.2.b Provide a list of equipment and human resources required to perform the services specified. (Please use a separate sheet of paper and label the section accordingly)

2.3 SIMILAR WORK

2.3.a List a wastewater treatment plant improvement project that you have completed. The most recent project should be listed below.

Entity Name	Clinton-Joanna WWTP Upgrade
Owner Name/ Representative	Laurens County Water & Sewer Commission / Kevin Anderson
Owner Address/Phone #	3850 US Hwy 221 S, Laurens, SC 29360 / 864.682.3250
Owner Address, Phone # and Email	3850 US Hwy 221 S, Laurens, SC 29360, 864.682.3250, kanderson@lcwsc.com
Value	\$6,266,469.00 (final)

2.3.b. Describe the services performed. The description shall include the process, issues (if any) and completion time (on time, delay with explanation) for the project.

This project involved upgrades to the Clinton Joanna WWTP consisting of influent pump station improvements, fine screen improvements, new grit chamber, new liquid lime facility, new flow division box, equalization basin improvements, new aeration basin, new blower building, new alum feed equipment, new drain pump station, secondary clarifier improvements, new plant water pump station, new polymer feed building, and associated controls, electrical, yard piping, and site work. Difference in contract duration and contract price were due to changes in scope.

2.4.a. Has your company ever failed to complete work awarded to it? ☐ Yes ☒ No

If yes, please provide project name(s), contact information for owner, year(s), and reason why. Attach relevant documentation.

N/A

Bid No: 021-17-18-LRL Train 1 Aeration Improvements (SS7284)

2.4.b. Have you ever paid liquidated damages on any project? ☐ Yes ☒ No If yes, state the project name(s), year(s), and reason why.

2.4.c. Has your company filed any claims on any previous services within the last five years?
☐ Yes ☒ No If yes, state the entity name(s), year(s), case number, and reason why.

2.4.d. Has your present company, its officers, owners, or agents ever been convicted of charges relating to conflicts of interest, bribery, or bid-rigging? ☐ Yes ☒ No If yes, state the entity name(s), year(s), and reason why:

N/A

2.4.e. Has your present company ever been suspended or debarred? ☐ Yes ☒ No If yes, state the year(s) and reason why:

N/A

Bid No: 021-17-18-LRL Train 1 Aeration Improvements (SS7284)

PART 3 REFERENCES

3.1.a. Please identify three (3) references most closely reflecting the scope of services being requested for the currently proposed project. The substantially similar projects should have been completed within the last five (5) years. The City of Columbia shall **not** be used as a reference.

#1	
Entity Name	Clinton-Joanna WWTP Upgrade
Owner Name/ Representative	Laurens County Water & Sewer Commission / Kevin Anderson
Owner Address/Phone #	3850 US Hwy 221 S, Laurens, SC 29360 / 864.682.3250
Original contract price:	\$6,230,223.00
Final construction price:	\$6,266,469.00
Specified completion time:	3/9/2015
Actual completion time:	10/31/2015
Explanation:	This project involved upgrades to the Clinton Joanna WWTP consisting of influent pump station improvements, fine screen improvements, new grit chamber, new liquid lime facility, new flow division box, equalization basin improvements, new aeration basin, new blower building, new alum feed equipment, new drain pump station, secondary clarifier improvements, new plant water pump station, new polymer feed building, and associated controls, electrical, yard piping, and site work. Difference in contract duration and contract price were due to changes in scope.
Reference Letter Attached (y/n)	no

#2	
Entity Name	Mallard Creek Water Reclamation Facility
Owner Name/ Representative	Charlotte-Mecklenburg Utilities / George Brant
Owner Address/Phone #	5100 Brookshire Blvd. Charlotte, NC 28262 / 704.391.5130
Original contract price:	\$5,338,100.00
Final construction price:	\$5,352,649.00
Specified completion time:	11/1/2013
Actual completion time:	7/14/2014
Explanation:	The Work included improvements to the Mallard Creek WRF, including construction of Final Clarifier No. 5, RAS pumping station, two Oxid Recycle pumping stations, two new flow distribution boxes, a flow control structure, modifications to two existing flow distribution boxes, demolition, yard piping, electrical, instrumentation, repair and reconstruction of existing improvements affected by the Work, and incidentals for the facility. Difference in contract duration and contract price were due to changes in scope.
Reference Letter Attached (y/n)	no

Bid No: 021-17-18-LRL Train 1 Aeration Improvements (SS7284)

#3	
Entity Name	Long Creek WWTP Rehabilitation
Owner Name/ Representative	City of Albemarle / Judy Redwine
Owner Address/Phone #	144 N. 2nd St., Albemarle, NC 28001 / 704.984.9405
Original contract price:	\$4,498,500.00
Final construction price:	\$3,861,821.00
Specified completion time:	12/30/2012
Actual completion time:	3/1/2013
Explanation:	This project consisted of the complete removal/replacement of two (2) screw pumps, one (1) pump each at two Return Sludge Pump Stations, two (2) distribution box modifications including replacement of nine (9) sluice gates each, secondary clarifier modifications, waste sludge pump station modifications, construction of new tertiary effluent filters, and all associated appurtenances. Work was deleted from the original contract, lowering the final price. Unforeseen issues in the WAS pump and chlorine contact chamber caused delays in construction.
Reference Letter Attached (y/n)	no

3.2 SAFETY PERFORMANCE

3.2.a. OSHA Citations – Provide a list of OSHA citations levied during the past five (5) years.

Describe the infractions and indicate whether there was a warning or fine imposed and the dollar amount of each. (Please use a separate sheet of paper and label the section accordingly).

3.2.b. OSHA 300A- Details from your organization's OSHA 300A log for the past five (5) years indicating (Please use a separate sheet of paper and label the section accordingly):

- Number of lost workday cases
- Number of restricted workday cases
- Number of cases with medical attention only
- Number of fatalities



We Are Columbia

MEETING DATE: March 6, 2018

DEPARTMENT: Legal Department

FROM: *Shari Ardis, Legal Office Manager*

SUBJECT: Resolution No.: R-2018-007 Amending Resolution No.: R-2017-096 - Authorizing consumption of beer and wine only at the See Spot Run 5K Race and Family Festival in Earlewood Park to change the date of the event from Saturday, March 31, 2018 to Saturday, April 28, 2018

FINANCIAL IMPACT:

STRATEGIC GOALS: Connect the City's neighborhoods and business dist, Foster a healthy quality of life

ATTACHMENTS:

- **#a:** R-2018-007 amending 2017-096 See Spot Run (April 28) (PDF)

RESOLUTION NO.: R-2018-007

Amending Resolution No.: R-2017-096 Authorizing consumption of beer and wine only at the See Spot Run 5K Race and Family Festival in Earlewood Park to change the date of the event from Saturday, March 31, 2018 to Saturday, April 28, 2018

WHEREAS, on December 5, 2017, Mayor and City Council approved Resolution No.: R-2017-096 authorizing the temporary closing and use from 7:00 a.m. until 3:00 p.m. of Earlewood Park and Parkside Drive between North Main Street and Earlewood Drive, for preparation of the See Spot Run 5K Race and Family Festival in Earlewood Park, to include clean up after the event, crowd control, and overflow of the event to be held on Saturday, March 31, 2018 from 8:00 a.m. until 2:00 p.m.; and for patrons to consume beer and wine beverages only at the event during the hours of 8:30 a.m. until 1:30 p.m.

WHEREAS, Sponsor desires to reschedule the event from Saturday, March 31, 2018 to Saturday, April 28, 2018 and requests an amendment to Resolution No.: R-2017-096 to reflect the new event date; 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 _____, 2018, that Resolution No.: R-2017-096 is hereby amended to reflect the rescheduled date of the event from Saturday, March 31, 2018 to Saturday, April 28, 2018, and hereby authorizes the sale of beer and wine beverages only between the hours of 8:30 a.m. and 1:30 p.m. on Saturday, April 28, 2018; and,

BE IT FURTHER RESOLVED that all vendors be restricted to stationary location; and,

BE IT FURTHER RESOLVED that outdoor possession and consumption of beer and wine beverages only, all outdoor musical performances and use of sound-amplifying devices shall end by 10:00 p.m. due to the proximity of the event to residential properties; and,

BE IT FURTHER RESOLVED that possession and consumption of alcoholic liquors or alcoholic beverages other than beer and/or wine beverages within the event area is prohibited; and,

BE IT FURTHER RESOLVED that VIP tents or VIP areas for the possession and consumption of alcoholic liquors or alcoholic beverages, other than beer or wine beverages, within the event area are prohibited; and,

BE IT FURTHER RESOLVED that organizer is responsible or shall make arrangements for the 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 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 portions of Earlewood Park and Parkside Drive between North Main Street and Earlewood Drive, 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, 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. 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, April 28, 2018, 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:

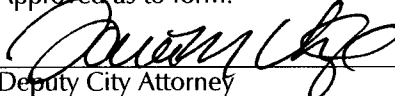
City Manager _____

Mayor _____

Approved by:

City Manager _____

Approved as to form:


Deputy City Attorney

ATTEST:

City Clerk _____

Introduced:

Final Reading:

DATE OF REQUEST

1/22/2018

REQUESTOR'S NAME/CONTACT
INFORMATION (E-MAIL/
PHONE#/FAX#)

Humane Society for the Prevention of Cruelty to Animals

Wayne Brennessel
wbrennessel@humanesc.org
803-783-1267

EVENT NAME/PURPOSE (i.e., St. Patrick's/Charity Fund-raiser)

See Spot Run, 5K run to benefit the Humane society

DATE(S) OF EVENTS:

Saturday, April 28, 2017

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)Earlewood Park
1113 Parkside Dr.
Columbia, SCSTREET(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)Parkside Dr.
From North main St. through the park to Earlewood Dr.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

7:00 AM for street and park closure for the 5K Run. Remain closed until 1:30 PM. Clean up until 3:00 PM

HOURS OF EVENT

(i.e., 6:00 p.m. - 10:00 p.m.)*

7:30 AM to 1:30 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.)*

8:00 AM to 1:30 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 (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.**

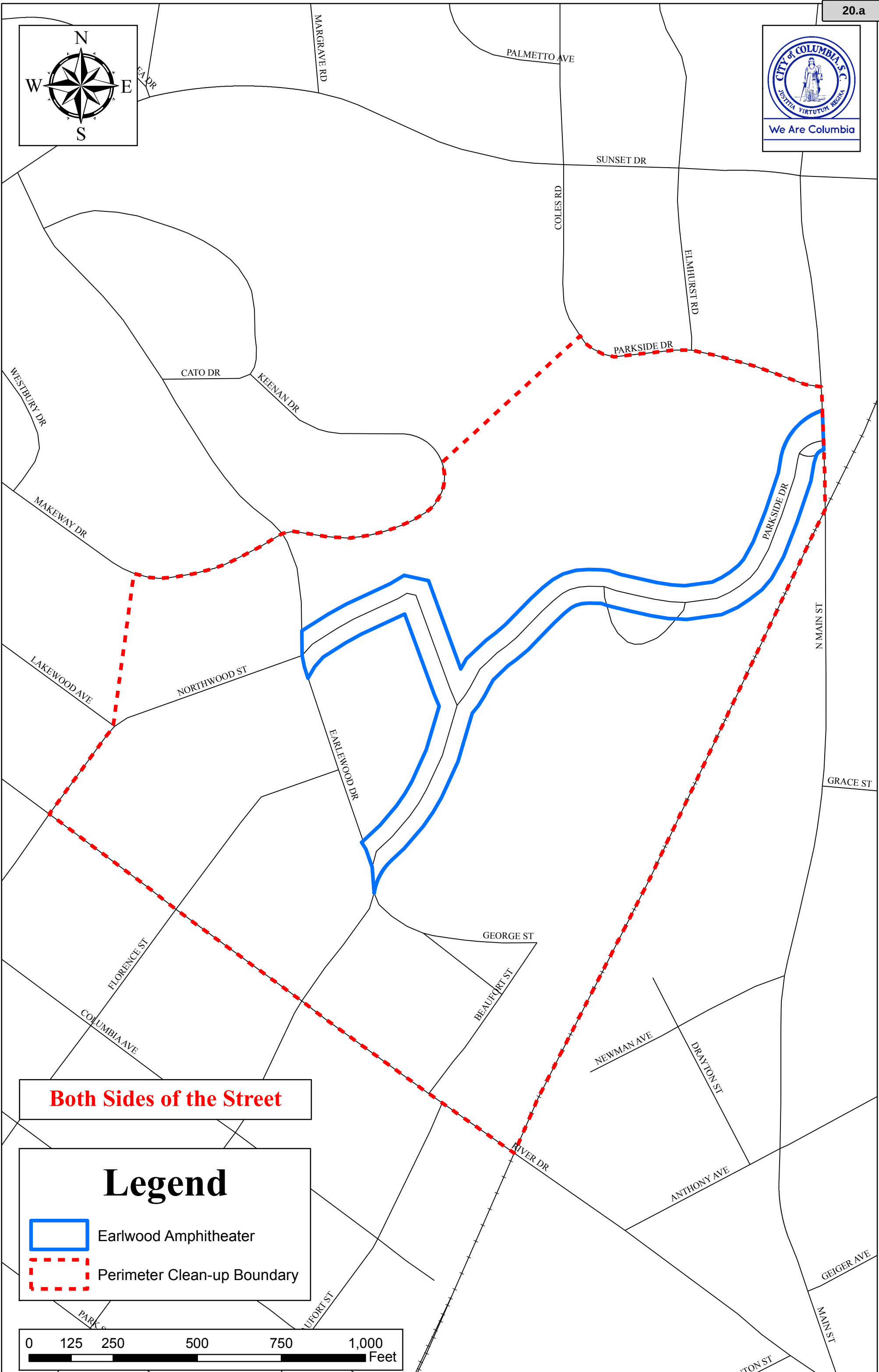
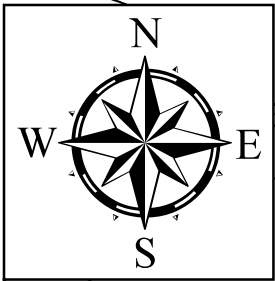
****With the exception of the parks listed in Sec. 15-1 Prohibited acts in parks (8), POSSESSION OF LIQUOR IS STRICTLY PROHIBITED. VIP tents or VIP areas for possession and consumption of alcoholic beverages or alcoholic liquors within the event area are prohibited.**

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.netLegal Department - Shari Ardis; 803-737-4242; slardis@columbiasc.net or fax 803-737-4250 - resolution preparationPolice Department Special Events - Officer Robert Hall; 803-545-3535; rjhall@columbiasc.net parade permit, policeParks and Recreation - Pearl Osborne; 803-545-3100; peosborne@columbiasc.net park reservationsPolice Department Community Services - Brenda Murphy; 803-545-3507; bmmurphy@columbiasc.net - street closing

Last revised: 1/2017

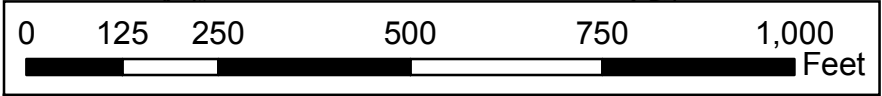


Both Sides of the Street

Legend

Earlwood Amphitheater

Perimeter Clean-up Boundary





We Are Columbia

MEETING DATE: March 6, 2018

DEPARTMENT: Legal Department

FROM: *Shari Ardis, Legal Office Manager*

SUBJECT: Resolution No.: R-2018-014 - Authorizing consumption of beer and wine only at the Indie Grits Closing Day Concert in the 3900 and 4000 blocks of Monticello Road and 900 block of Jackson Avenue on Sunday, April 15, 2018

FINANCIAL IMPACT:

STRATEGIC GOALS: Collaborate and partner with entities

ATTACHMENTS:

- **#a:** R-2018-014 Indie Grits Closing Day Concert (April 15) (PDF)

RESOLUTION NO.: R-2018-014

Authorizing consumption of beer and wine only at the Indie Grits Closing Day Concert in the 3900 and 4000 blocks of Monticello Road and 900 block of Jackson Avenue on Sunday, April 15, 2018

WHEREAS, the Indie Grits Film Festival and Nickelodean Theater ("Sponsor") are sponsoring the Indie Grits Closing Day Concert on Sunday, April 15, 2018 from 11:00 a.m. to 7:00 p.m. at in the 3900 and 4000 blocks of Monticello Road and 900 block of Jackson Avenue; and,

WHEREAS, the Council has requested permission for the temporary closing and use of the 3900 and 4000 blocks of Monticello Road between North Main Street and Duke Avenue, and the 900 block of Jackson Avenue between Monticello Road and Lamar Street from 7:00 a.m. until 8:00 p.m. Sunday, April 15, 2018, for preparation and staging of the area and for crowd control and overflow at the outdoor event to be held between 11:00 a.m. and 7:00 p.m. on Sunday, April 15, 2018, in the 3900 and 4000 blocks of Monticello Road between North Main Street and Duke Avenue, and in the 900 block of Jackson Avenue between Monticello Road and Lamar Street; and for patrons to consume beer and wine only at the event during the hours of 11:00 a.m. and 6:30 p.m.; and,

WHEREAS, it has been determined that such events would be in the public interest; NOW, THEREFORE,

BE IT RESOLVED by the Mayor and Council this ____ day of _____, 2018, that the sale of beer and wine beverages only are authorized between the hours of 11:00 a.m. and 6:30 p.m. at the event; 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, skateboards, 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 possession and consumption of alcoholic liquors or alcoholic beverages other than beer and/or wine beverages only 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 only, within the event area are prohibited; and,

BE IT FURTHER RESOLVED that organizer is responsible or shall make arrangements for the clean up of all trash and debris within the festival area and shall place same in the roll carts provided by the City. Any overflow of trash and debris shall be placed in garbage bags with the top securely closed and placed beside the City roll carts. The number of roll carts needed for the event shall be determined by organizer and the City Solid Waste Division prior to the event and placed throughout the event area to ensure that trash and debris are well contained. Roll carts and bagged trash and debris shall be returned to the collection point designated by the City in a timely manner. If the organizer has not opted to use City services to clean up the festival area, any costs incurred by the City in removing loose trash and debris within the festival area, which the organizer has failed to clean up, shall be billed to and paid by the organizer; and,

BE IT FURTHER RESOLVED that 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 during the designated time that the closed portion of the 3900 and 4000 blocks of Monticello Road between North Main Street and Duke Avenue, and the 900 block of Jackson Avenue between Monticello Road and Lamar Street, with the exception of the parking area and any other areas posted as to not allow beer and wine only, 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 3900 and 4000 blocks of Monticello Road between North Main Street and Duke Avenue, and the 900 block of Jackson Avenue between Monticello Road and Lamar Street, with the exception of the parking area and any other areas posted as to not allow beer and wine only, is deemed to be the site of a public festival at which beer and wine only may be consumed and the prohibition against possession or consumption of beer and wine only as set forth in Sec. 14-99 shall not apply. Possession and consumption of beer and wine only shall be permitted only in containers provided by vendors within the areas designated.

PROVIDED, FURTHER, that the event organizer shall provide the names and cell phone numbers of a least two contact persons who can receive complaints during the event, including any set up and breakdown times. The cell phones shall remain on at all times during the event and during any set up and breakdown time.

PROVIDED, FURTHER, that failure of the event organizer to strictly comply with the timeframes and other requirements and responsibilities set forth in this resolution may result in a denial of subsequent requests to allow the event.

PROVIDED, HOWEVER, that no solicitation or transactions be made in violation of Code Sec. 14-32, 1998 Code of Ordinances of the City of Columbia, South Carolina.

BE IT FURTHER RESOLVED that in the event of inclement weather on Sunday, April 15, 2018, 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:

City Manager _____

Mayor _____

Approved by:

City Manager _____

Approved as to form:

Deputy City Attorney

Introduced:

Final Reading:

ATTEST:

City Clerk _____

DATE OF REQUEST 2-12-18

REQUESTOR'S NAME/
CONTACT
INFORMATION (E-MAIL/
PHONE#/FAX#)Phillip Blair/Indie Grits Film Festival
Nickelodeon Theatre
Phillip Blair
803-767-8008
phillblair@gmail.com

EVENT NAME/PURPOSE (i.e., St. Patrick's/Charity Fund-raiser)

Indie Grits Closing Day Concert

DATE(S) OF EVENTS: 4-15-18

LOCATION OF EVENT
(i.e., Amphitheater area
of Finlay Park; 1200 and 1300
blocks of Main Street)

3900 and 4000 blocks of Monticello Road between North Main and Duke Avenue, and the 900 block of Jackson Avenue between Monticello Road and Lamar Street & joined private lot

STREET(S) TO BE CLOSED
(i.e., 1200 and 1300 blocks of
Main Street and 1100 and 1200
blocks of Lady Street)

3900 and 4000 blocks of Monticello Road between North Main and Duke Avenue, and the 900 block of Jackson Avenue between Monticello Road and Lamar Street

HOURS FOR STREET(S) TO BE CLOSED
(i.e., 5:00 p.m. - 12:00 a.m.)
ALLOW TIME FOR SET UP/CLEAN UP

7:00am - 8:00 pm

HOURS OF EVENT
(i.e., 6:00 p.m. - 10:00 p.m.)

11:00am-7:00pm

HOURS OF SERVICE OF BEER/WINE
(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.)

11:00pm-6:30pm

Please submit requests 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 (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 your review as well as to the Police Department Special Events office and to Parks and Recreation if the event is to be held in a City park.

PLEASE 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.).

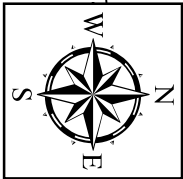
This form **should not** be used to request use of City property for **private** events (birthday, retirement, anniversary parties, etc.) nor for sidewalk sales or neighborhood block parties. Requests for private events at City parks should be made through the Parks and Recreation Department. Requests 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.

Legal Department - Shari Ardis; 737-4242; slardis@columbiasc.net

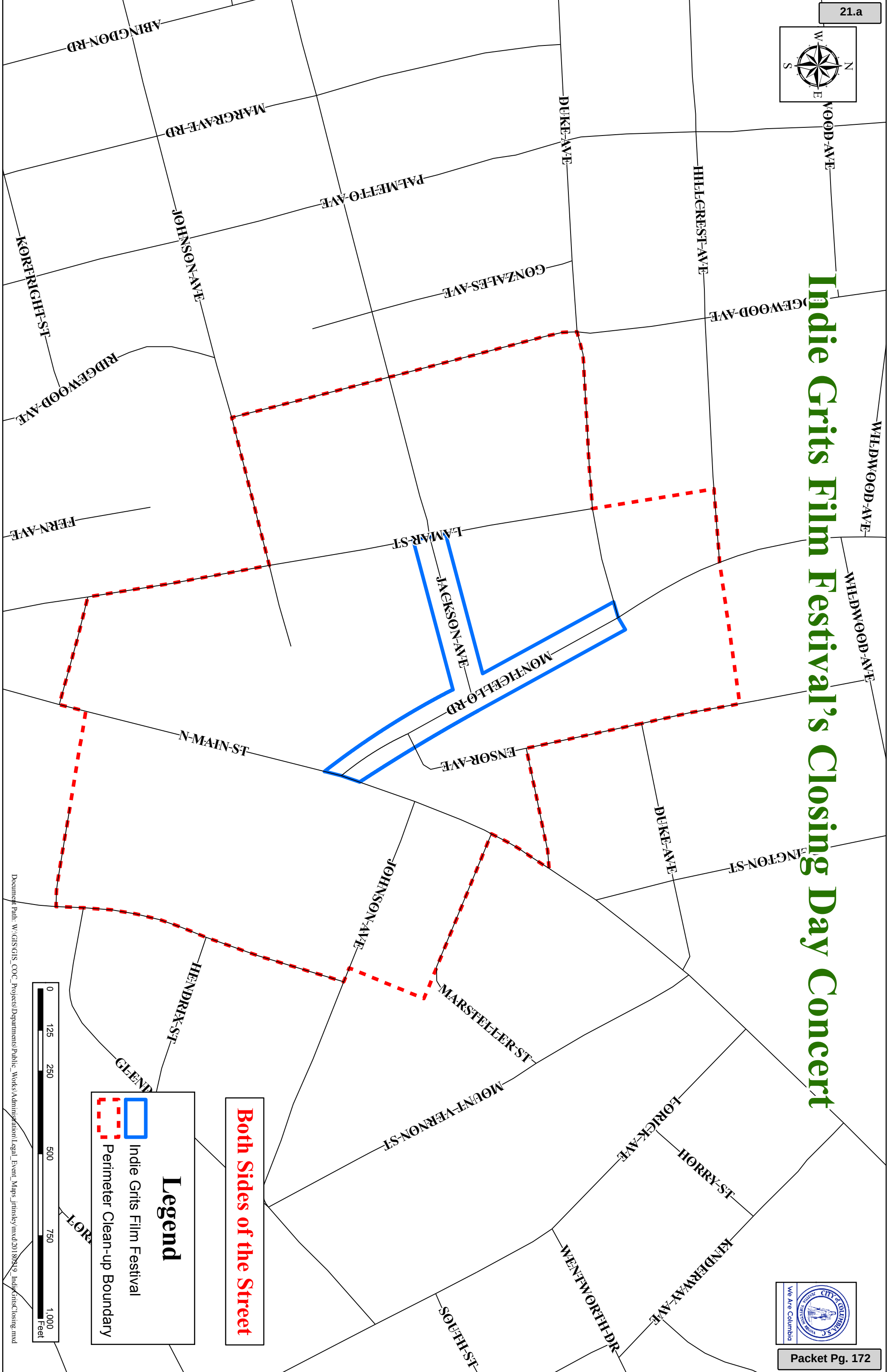
Police Department Special Events - Officer Robert Hall; 545-3535; rjhall@columbiasc.net

Parks and Recreation - Loretta Coleman; 545-3100; lcoleman@columbiasc.net

Police Department Public Safety - Verna York; 545-3391; vyork@columbiasc.net



Indie Grits Film Festival's Closing Day Concert



Both Sides of the Street

Legend



Indie Grits Film Festival



Perimeter Clean-up Boundary





We Are Columbia

MEETING DATE: March 6, 2018

DEPARTMENT: Legal Department

FROM: *Shari Ardis, Legal Office Manager*

SUBJECT: Resolution No.: R-2018-016 - Authorizing consumption of beer and wine only at the NOCO Music Series in the Earlewood Park Amphitheater area on Tuesdays, March 6 , April 3, May 1, June 5, September 4 , October 2, November 6, 2018 with rain contingency dates of Tuesdays, March 13, April 10, May 8, June 12, September 11, October 9 and November 13, 2018

FINANCIAL IMPACT:

ATTACHMENTS:

- **#a:** R-2018-016 NOCO Music Festival @ Earlewood Park (PDF)

RESOLUTION NO.: R-2018-016

Authorizing consumption of beer and wine only at the NOCO Music Series in the Earlewood Park Amphitheater area on Tuesdays, March 6, April 3, May 1, June 5, September 4, October 2, November 6, 2018 with rain contingency dates of Tuesdays, March 13, April 10, May 8, June 12, September 11, October 9 and November 13, 2018

WHEREAS, the North Columbia Business Association ("Sponsor") is sponsoring the NOCO Tuesday Music Series in the Earlewood Park Amphitheater area on Tuesdays, March 6, April 3, May 1, June 5, September 4, October 2, November 6, 2018 with rain contingency dates of Tuesdays, March 13, April 10, May 8, June 12, September 11, October 9 and November 13, 2018; and,

WHEREAS, Sponsor has requested permission for the temporary closing and use from 5:00 a.m. until 9:00 p.m. of the Earlewood Park Amphitheater area, for preparation of the event, clean up after the event, crowd control and overflow of the event to be held on Tuesdays, March 6, April 3, May 1, June 5, September 4, October 2, November 6, 2018 with rain contingency dates of Tuesdays, March 13, April 10, May 8, June 12, September 11, October 9 and November 13, 2018, from 6:00 p.m. until 8:00 p.m.; and for patrons to consume beer and wine beverages only at the event during the hours of 6:00 p.m. until 7:30 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 _____, 2018, that the sale of beer and wine beverages only is authorized between the hours of 6:00 p.m. and 7:30 p.m. on Tuesdays, March 6, April 3, May 1, June 5, September 4, October 2, November 6, 2018 with rain contingency dates of Tuesdays, March 13, April 10, May 8, June 12, September 11, October 9 and November 13, 2018; and,

BE IT FURTHER RESOLVED that all vendors be restricted to stationary location; and,

BE IT FURTHER RESOLVED that outdoor possession and consumption of beer and wine beverages only, all outdoor musical performances and use of sound-amplifying devices shall end by 10:00 p.m. due to the proximity of the event to residential properties; and,

BE IT FURTHER RESOLVED that possession and consumption of alcoholic liquors or alcoholic beverages other than beer and/or wine beverages within the event area is prohibited; and,

BE IT FURTHER RESOLVED that VIP tents or VIP areas for the possession and consumption of alcoholic liquors or alcoholic beverages, other than beer or wine beverages, within the event area are prohibited; and,

BE IT FURTHER RESOLVED that organizer is responsible or shall make arrangements for the 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, skateboards, 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 portions of Earlewood Park Amphitheater area, 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, 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. 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 timeframes and other requirements and responsibilities set forth in this resolution may result in a denial of subsequent requests to allow the event.

PROVIDED, HOWEVER, that no solicitation or transactions be made in violation of Sec. 14-32, 1998 Code of Ordinances of the City of Columbia, South Carolina.

BE IT FURTHER RESOLVED that in the event of inclement weather on Tuesdays, March 6, April 3, May 1, June 5, September 4, October 2, November 6, 2018, the Earlewood Park Amphitheater area, 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, shall be closed on Tuesdays, March 13, April 10, May 8, June 12, September 11, October 9 and November 13, 2018. 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.

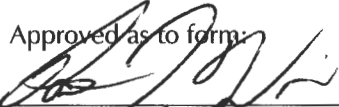
Requested by:

City Manager _____

Mayor _____

Approved by:

City Manager _____

Approved as to form:

 Assistant City Attorney _____

ATTEST:

City Clerk _____

Introduced:

Final Reading:

DATE OF REQUEST

3/13/18

REQUESTOR'S NAME/CONTACT
INFORMATION (E-MAIL/
PHONE#/FAX#)Sabrina Odom
2965 N Main St Columbia, S.C. 29201
Sabrina.Odom1@gmail.com
803-900-2664

EVENT NAME/PURPOSE (i.e., St. Patrick's/Charity Fund-raiser)

WGO First Tuesday Music Series

DATE(S) OF EVENTS:

3/6/18; 4/3/18; 5/1/18; 6/5/18; 9/4/18; 10/2/18; 11/6/18

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.)

3/13/18; 4/10/18; 5/8/18;
6/12/18; 9/11/18; 10/9/18;
11/13/18

LOCATION OF EVENT

(i.e., Amphitheater area
of Finlay Park; 1300 and 1400 blocks
of Main Street between Lady Street
and Hampton Street)Earlewood Park
1113 Parkside Drive
Columbia, S.C. 29201
Amphitheater areaSTREET(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)

1113 Parkside Drive and Amphitheater area

HOURS FOR STREET(S) OR PARK AREA TO
BE CLOSED(i.e., 5:00 p.m. - 12:00 a.m.
ALLOW TIME FOR SET UP/CLEAN UP

5:30 to 7:30 p.m.

HOURS OF EVENT

(i.e., 6:00 p.m. - 10:00 p.m.)*

6 p.m. to 7:30 p.m.

HOURS OF SERVICE OF BEER/WINE BEVERAGES ONLY (NO LIQUOR**)

(Service should end one-half hour prior to end of event, i.e., event is 6-10 p.m., beer/wine service is 6-9:30 p.m.)*

6pm to 7p.m.

Requests should be submitted by mail, e-mail or fax at least **NINETY (90) days in advance of the event** to allow for preparation and review of the Resolution and scheduling on Council's agenda. Requests may be sent by e-mail (slardis@columbiasc.net), fax (803-737-4250) or mailed to City Attorney's Office, ATTN: Shari 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.**

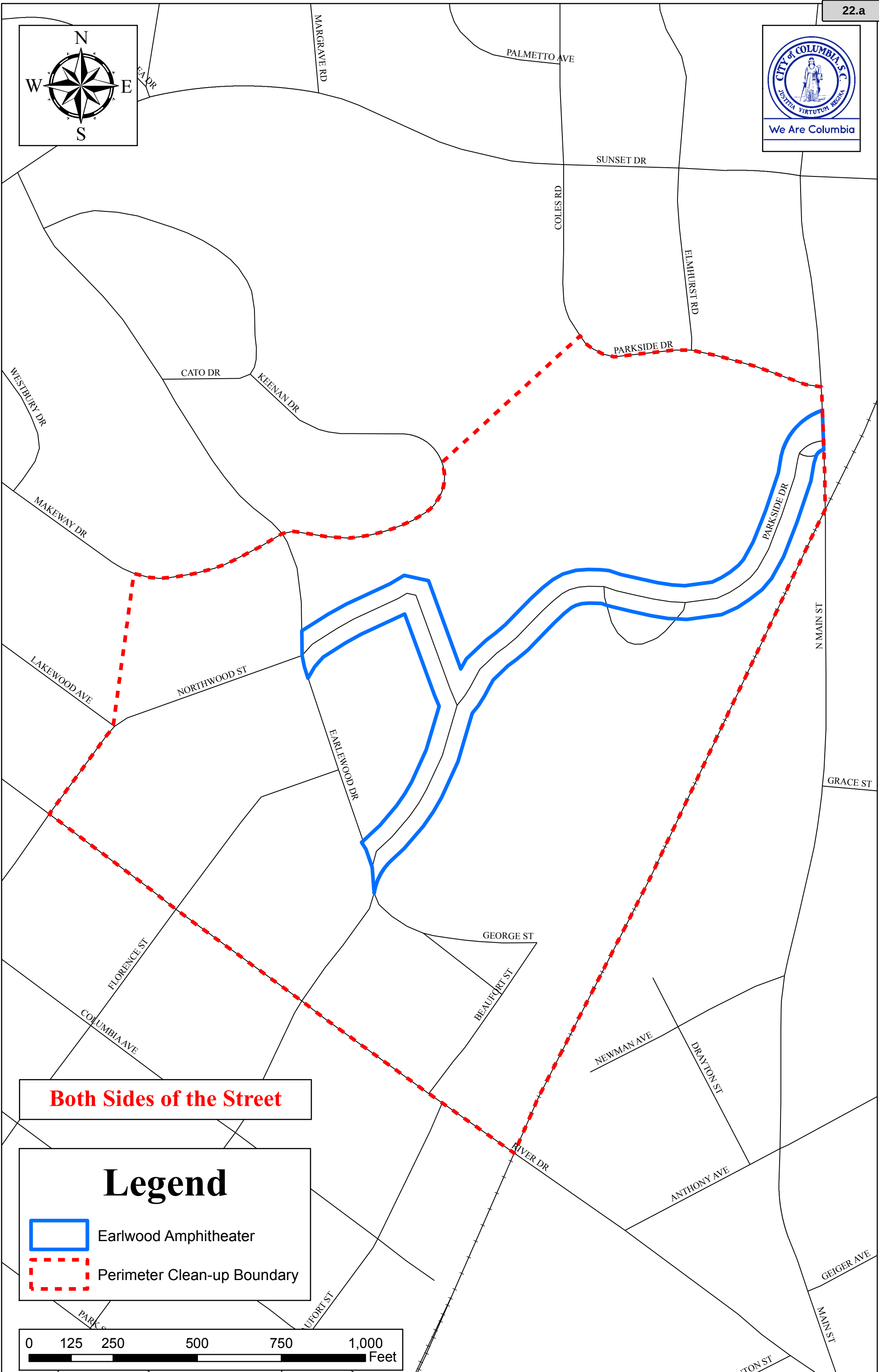
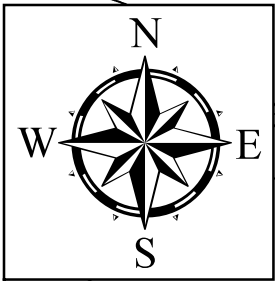
****With the exception of the parks listed in Sec. 15-1 Prohibited acts in parks (8), POSSESSION OF LIQUOR IS STRICTLY PROHIBITED. VIP tents or VIP areas for possession and consumption of alcoholic beverages or alcoholic liquors within the event area are prohibited.**

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.netLegal Department - Shari Ardis; 803-737-4242; slardis@columbiasc.net or fax 803-737-4250 - resolution preparationPolice Department Special Events - Officer Robert Hall; 803-545-3535; rjhall@columbiasc.net parade permit, policeParks and Recreation - Pearl Osborne; 803-545-3100; peosborne@columbiasc.net park reservationsPolice Department Community Services - Brenda Murphy; 803-545-3507; bmmurphy@columbiasc.net - street closing

Last revised: 1/2017

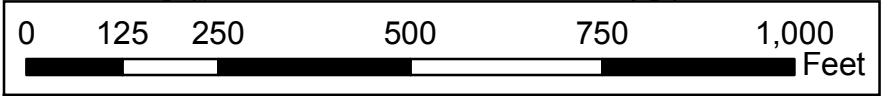


Both Sides of the Street

Legend

Earlwood Amphitheater

Perimeter Clean-up Boundary





We Are Columbia

MEETING DATE: March 6, 2018

DEPARTMENT: Legal Department

FROM: *Shari Ardis, Legal Office Manager*

SUBJECT: Resolution No.: R-2018-017 - Authorizing consumption of beer and wine only at the Vedi, Vini, Bocce Fundraising Tournament for Special Olympics, SC in Earlewood Park on Sunday, March 18 2018 with a rain contingency date of Sunday, March 25, 2018

FINANCIAL IMPACT:

ATTACHMENTS:

- **#a:** R-2018-017 Vedi, Vini, Bocce Fundraising Tournament for Special Olympics, SC (Mar 18) (PDF)

RESOLUTION NO.: R-2018-017

Authorizing consumption of beer and wine only at the Vedi, Vini, Bocce Fundraising Tournament for Special Olympics, SC in Earlewood Park on Sunday, March 18 2018 with a rain contingency date of Sunday, March 25, 2018

WHEREAS, Special Olympics, SC ("Sponsor") is sponsoring the Vedi, Vini, Bocce Fundraising Tournament for Special Olympics, SC in Earlewood Park on Sunday, March 18, 2018 with a rain contingency date of Sunday, March 25, 2018; and,

WHEREAS, Sponsor has requested permission for the temporary closing and use from 11:00 a.m. until 6:30 p.m. of Earlewood Park and Parkside Drive between North Main Street and Earlewood Drive, for preparation of the event, clean up after the event, crowd control and overflow of the event to be held on Sunday, March 18, 2018 with a rain contingency date of Sunday, March 25, 2018, from 1:00 p.m. until 6:00 p.m.; and for patrons to consume beer and wine beverages only at the event during the hours of 1:00 p.m. until 5:30 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 _____, 2017, that the sale of beer and wine beverages only is authorized between the hours of 1:00 p.m. and 5:30 p.m. on Sunday, March 18, 2018 with a rain contingency date of Sunday, March 25, 2018; and,

BE IT FURTHER RESOLVED that all vendors be restricted to stationary location; and,

BE IT FURTHER RESOLVED that outdoor possession and consumption of beer and wine beverages only, all outdoor musical performances and use of sound-amplifying devices shall end by 10:00 p.m. due to the proximity of the event to residential properties; and,

BE IT FURTHER RESOLVED that possession and consumption of alcoholic liquors or alcoholic beverages other than beer and/or wine beverages within the event area is prohibited; and,

BE IT FURTHER RESOLVED that VIP tents or VIP areas for the possession and consumption of alcoholic liquors or alcoholic beverages, other than beer or wine beverages, within the event area are prohibited; and,

BE IT FURTHER RESOLVED that organizer is responsible or shall make arrangements for the 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 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 portions of Earlewood Park and Parkside Drive between North Main Street and Earlewood Drive, 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, 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. 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 Sunday, March 18, 2018, that Earlewood Park and Parkside Drive between North Main Street and Earlewood Drive, shall be closed on Sunday, Sunday, March 25 2018. 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

ATTEST:

Approved as to form:

City Clerk



Assistant City Attorney

Introduced:

Final Reading:

DATE OF REQUEST

2/20/18

REQUESTOR'S NAME/CONTACT
INFORMATION (E-MAIL/
PHONE#/FAX#)Sue Maner
Special Olympics SC
109 Oak Park Drive, IRmo, SC 29063
smaner@so-sc.org
office, 803-404-5511cell, 803-237-4231

EVENT NAME/PURPOSE (i.e., St. Patrick's/Charity Fund-raiser)

Vedi, Vini, Bocce
Fundraising Bocce Tournament for Special Olympics SC

DATE(S) OF EVENTS:

March 18, 2018

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 date is March 25, 2018

LOCATION OF EVENT

(i.e., Amphitheater area
of Finlay Park; 1300 and 1400 blocks
of Main Street between Lady Street
and Hampton Street)Earlewood Park, 1113 Parkside Drive, Columbia, SC 29203
upper field area facing Earlewood DriveSTREET(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)upper ball field area
Earlewood Drive and Parkside DriveHOURS 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

11:am - 6:30 pm

HOURS OF EVENT

(i.e., 6:00 p.m. - 10:00 p.m.)*

set up at 11:00 am
registration at noon and play begins at 1:00 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.)*

1:00 pm - 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 (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.**

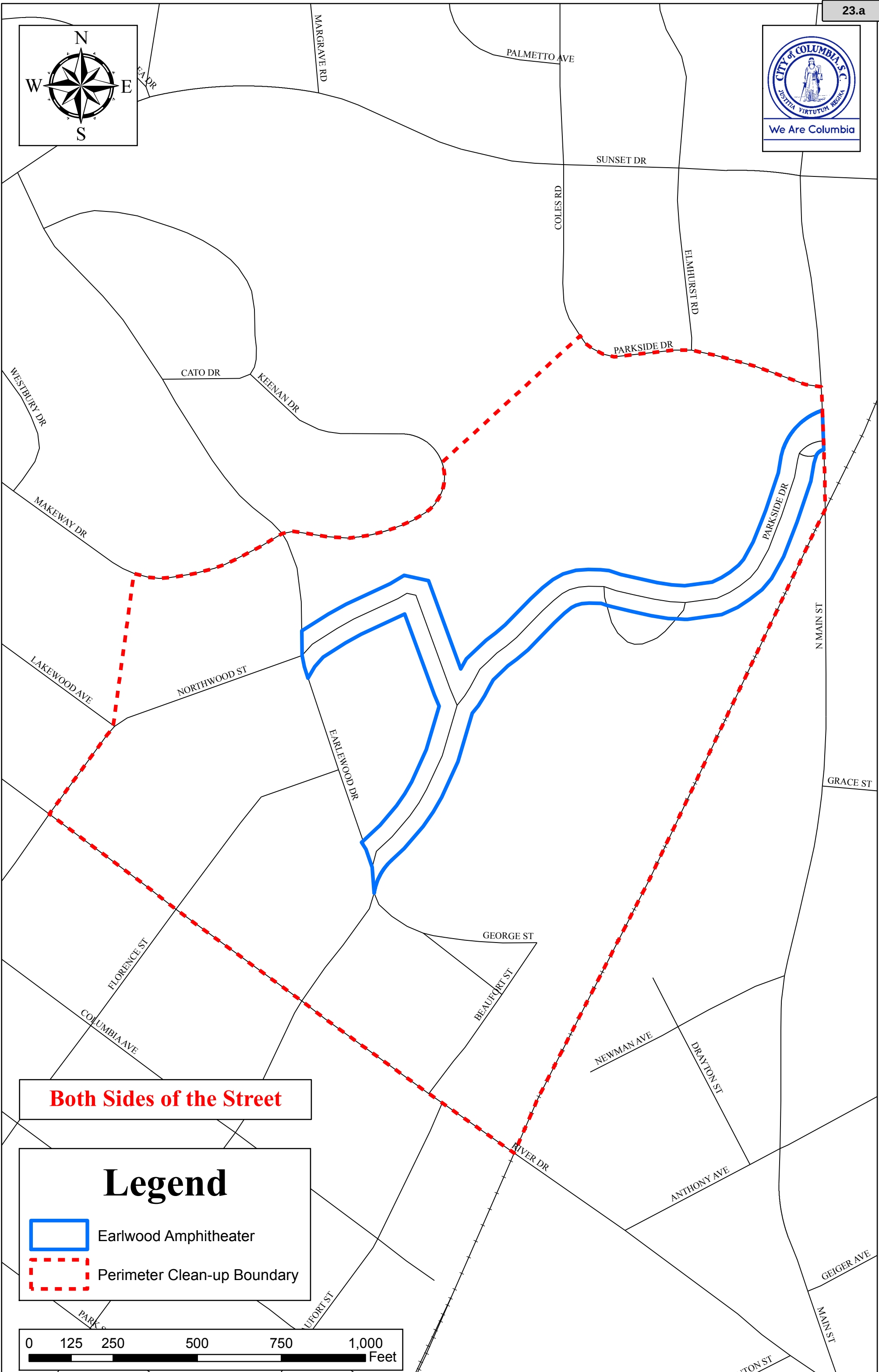
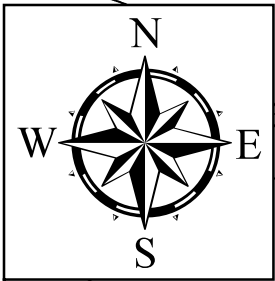
****With the exception of the parks listed in Sec. 15-1 Prohibited acts in parks (8), POSSESSION OF LIQUOR IS STRICTLY PROHIBITED. VIP tents or VIP areas for possession and consumption of alcoholic beverages or alcoholic liquors within the event area are prohibited.**

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.netLegal Department - Shari Ardis; 803-737-4242; slardis@columbiasc.net or fax 803-737-4250 - resolution preparationPolice Department Special Events - Officer Robert Hall; 803-545-3535; rjhall@columbiasc.net parade permit, policeParks and Recreation - Pearl Osborne; 803-545-3100; peosborne@columbiasc.net park reservationsPolice Department Community Services - Brenda Murphy; 803-545-3507; bmmurphy@columbiasc.net - street closing

Last revised: 1/2017

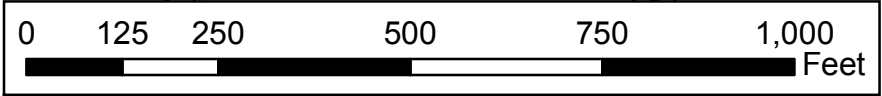


Both Sides of the Street

Legend

Earlwood Amphitheater

Perimeter Clean-up Boundary





We Are Columbia

MEETING DATE: March 6, 2018

DEPARTMENT: Legal Department

FROM: *Shari Ardis, Legal Office Manager*

SUBJECT: Resolution No.: R-2018-018 - Permitting the Fire Department to collect money for the Muscular Dystrophy Association (March 21-23)

FINANCIAL IMPACT:

STRATEGIC GOALS: Collaborate and partner with entities, Foster a healthy quality of life

ATTACHMENTS:

- **#a:** R-2018-018 CFD MDA Boot Drive (March 21-23) (PDF)

RESOLUTION NO.: R-2018-018

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 21, 2018, Thursday, March 22, 2018 and Friday, March 23, 2018; NOW, THEREFORE,

BE IT RESOLVED by the Mayor and City Council of the City of Columbia, South Carolina this ____ day of _____, 2018 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:

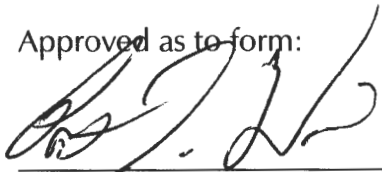
City Manager _____

Mayor _____

Approved by:

City Manager _____

Approved as to form:



Assistant City Attorney

ATTEST:

City Clerk _____

Introduced:

Final Reading:



We Are Columbia

MEETING DATE: March 6, 2018

DEPARTMENT: Office of the Mayor

FROM: *Stephen Benjamin, Mayor*

SUBJECT: Recognition of the 2017 Stephen G. Morrison Visionary Award
Recipient - The Honorable Mayor Stephen K. Benjamin

PURPOSE: Dr. Bobby Donaldson

FINANCIAL IMPACT:

ATTACHMENTS:

- **#a:** PressRelease_MorrisonAward_Donaldson_102417 (DOCX)



News Release

FOR IMMEDIATE RELEASE

October 21, 2017

Contact: Lee Snelgrove, One Columbia Arts and History, 803-254-5008

2017 Stephen G. Morrison Visionary Award

One Columbia for Arts and History Recognizes Dr. Bobby Donaldson with 2017 Award

COLUMBIA, SC. One Columbia for Arts and History is proud to announce Dr. Bobby Donaldson, a leader in the preservation of Columbia's civil rights history, as the recipient of the 2017 Stephen G. Morrison Visionary Award. The award will be presented Friday, November 17 at the Booker T. Washington Auditorium.

The Stephen G. Morrison Visionary Award is an annual recognition of a Columbian who reflects many of the values and qualities of those generously given by One Columbia's former leader in support of the growth and vitality of his City of Columbia. Morrison, who passed away in 2013, co-chaired the One Columbia Arts and History Board of Directors for three years.

Dr. Donaldson began his career at the University of South Carolina in 1999 and now leads the Center for Civil Rights History and Research, housed in the Hollings Special Collections Library. He also serves as the lead scholar for Columbia SC 63: Our Story Matters, a documentary history initiative that chronicles the struggle for civil rights and social justice in Columbia.

Additionally, he has served as a consultant for museum exhibitions, archival collections, oral history initiatives, documentary films, and historic preservation projects, including the renovation of the Booker T. Washington High School in downtown Columbia. In 2008, the Historic Columbia Foundation awarded Dr. Donaldson and his students the Helen Kohn Hennig Prize for their documentary project on the Ward One community in downtown Columbia.

Dr. Donaldson is a native of Augusta, GA, and received his undergraduate degree in History and African-American Studies from Wesleyan University and his Ph.D. in History from Emory University where he served on the staff of the Martin Luther King Jr. Papers Project. Previously, he held the Thurgood Marshall Fellowship at Dartmouth College and the Susan Biddle Ford Fellowship at the W. E. B. Du Bois Institute for African and African American Research at Harvard University.

1219 Taylor Street, Columbia, SC 29201 | 803.254.5008 | onecolumbiasc.com | [@OneColumbia](https://www.instagram.com/OneColumbia)

"I am extremely honored by this recognition," says Donaldson. "Steve Morrison was a phenomenal ambassador for our city--an extraordinary, brilliant, and energetic leader who exemplified the very best in civic engagement. I had the good fortune of serving with him on the founding One Columbia board."

He continues, "As a history professor at USC and as the lead scholar for Columbia SC 63, countless students, colleagues, and community members have joined me in uncovering, documenting, and promoting our city's rich and diverse histories. It is enormously gratifying and indeed inspiring to sit down, record, and listen to memories and enduring lessons of the past. I am proud of our efforts to bring greater voice and visibility to often overlooked and unrecognized chapters in our collective history. I am humbled by this award, and I am excited about the work and collaborations ahead that highlight why our stories matter."

"Professor Donaldson's efforts to document and tell the story of the civil rights struggle here in Columbia have made a tremendous impact on the cultural foundation and fabric of our city. His work has ensured that Columbia will not forget the role its citizens played in the struggle for civil rights and social justice so that current and future generations may appreciate and honor those contributions, but may also understand the work that remains to be done as we continue to march toward those honorable goals. We are extremely proud and humbled to honor Professor Donaldson by selecting him as this year's recipient," says Jeremy Hodges, President of the One Columbia for Arts and History Board of Directors.

The recipient of the Steve Morrison Visionary Award honors the best combination of vision and leadership, applied to arts and history and the entire cultural foundation of the City, and the value they bring to Columbia.

"One Columbia for Arts and History recognizes the cultural and community significance of Dr. Bobby Donaldson's influence in our community along with the substantial contribution he has made in recognizing the role of Columbia's citizens during the civil rights movement," said Columbia Mayor Steve Benjamin. "Dr. Donaldson has become the incredibly articulate and passionate voice of the rich, colorful and often painful story highlighting the contributions of the African seed in our Columbia sun. He has left an indelible mark on this amazing city that we call home."

The award will be formally presented Friday, November 17 at 6 p.m. at the Booker T. Washington Auditorium, 1400 Wheat Street, on the USC campus.

###

About One Columbia for Arts and History

One Columbia for Arts and History is a non-profit corporation that works to promote collaboration among citizens, the cultural community, and city government through celebrations of Columbia's arts and historic treasures. Its goal is to enhance the quality of life for our residents, attract tourist dollars to our city, and further build our vibrant community. In short, it serves as the promotional arm of the City for Columbia's cultural community. Visit the One Columbia website (<http://onecolumbiasc.com>) for a continuously updated master list of art and cultural activities occurring throughout the city.



We Are Columbia

MEETING DATE: March 6, 2018

DEPARTMENT: Office of Business Opportunities

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

SUBJECT: Recognition of the Mentor Protégé College Participants - Ms. Melissa Lindler, Director for the Office of Business Opportunities

PURPOSE: To recognize the participants of the City of Columbia Mentor Protégé College by presenting certificates of completion.

FINANCIAL IMPACT:

BUSINESS PROGRAM: Mentor Protege Program

STRATEGIC GOALS: Grow opportunities for entrepreneurship

The City of Columbia Office of Business Opportunities (OBO) partnered with the Minority Business Development Agency Business Center to host the Mentor Protégé (MP) College. The purpose of the capacity building program was to expand the knowledge of both current Mentor Protégé Program (MPP) participants and others with an interest in participating in the program. Over a five week period, college participants met weekly to receive in-depth instruction on bidding, estimating, project management, safety, quality, and project closeout. The college also provided a better understanding on how to increase the effectiveness of MPP teams and offered industry specific training and technical assistance required for project success.

The MP College sessions were held from 6:00 - 8:00 p.m. on February 6th, 13th, 20th, 27th, and March 6th. In recognition of participants' completion of the college, certificates of completion will be presented.

ATTACHMENTS:

- **#a:** MP College Flyer (PDF)
- **#b:** Is the City of Columbia Mentor Protégé College for You (PDF)

City of Columbia MENTOR PROTÉGÉ COLLEGE

February 6, 13, 20, 27, March 6
6 pm to 8 pm

Earlewood Park Community Center
1113 Parkside Drive | Columbia, SC 29203

This capacity-building program is a 'must-attend' for Mentors and Proteges. Learn the fundamentals of successfully bidding, managing, and completing City of Columbia Mentor-Protégé projects.

WHAT TO EXPECT

- 5 weekly sessions (Tuesdays, 6pm to 8pm)
- In-depth instruction on Bidding, Estimating, Project Management, Safety, Quality, Project Close-out and more
- Weekly breakout sessions for Professional and Construction sectors for specialized instruction
- Presenters are experienced, industry leaders



For more information, contact Teowonna Clifton at 803-743-1126, tclifton@columbiambdacenter.com.

REFRESHMENTS WILL BE SERVED



WEEKLY SESSIONS

Week 1: City of Columbia Procurement & MPP

Program Overview
Tuesday, February 6, 2018

Week 2: Bid-to-Win Strategy

Tuesday, February 13, 2018

Week 3: Pricing/Estimating

Tuesday, February 20, 2018

Week 4: Day-to-Day Project Management

Tuesday, February 27, 2018

Week 5: Project Closeout, An Ongoing Process

Tuesday, March 6, 2018

City of Columbia, in conjunction with MBDA Business Center – Columbia, SC presents

City of Columbia MENTOR PROTÉGÉ COLLEGE

Is City of Columbia Mentor Protégé College Right for Your Firm?

You Bet It Is!

If you still have questions, these FAQs may help.

Frequently Asked Questions

Q: Is this program geared primarily to construction firms?

A: No. This unique program was created with professional firms (engineering) in mind, as well as construction firms. In fact, each session will feature breakouts with separate presentations by construction and engineering experts. This means you get information geared specifically to your sector by an industry professional.

Q: Do I have to attend each session?

A: No. You don't have to, but to get the full impact of the program, you should try to attend each session. If you must miss a sessions, feel free to send a representative from your firm.

Q: Can more than one person from my office attend?

A: Yes. This program is suitable for anyone within mentor-protégé firms. Owners, project managers, team leads, proposal writers may all find this program beneficial.

Q: Who are the presenters?

A: Presenters are experienced industry leaders from firms with proven success records. Confirmed presenters include:

- Wayne Bye, McClam & Associates
- William Davis, Weston & Sampson
- Kevin O'Brien, Adams Robinson
- Bill Edmonds, MB Kahn
- Bryan Cully, CDM Smith
- And others!



More questions? We Can Help!

Contact Teowonna Clifton at 803-743-1126, tcclifton@columbiambdacenter.com.



We Are Columbia

MEETING DATE: March 6, 2018

DEPARTMENT: Office of the Mayor

FROM: *Stephen Benjamin, Mayor*

SUBJECT: Childhood Cancer Awareness Day Proclamation - The Honorable Mayor Stephen K. Benjamin

FINANCIAL IMPACT:

ATTACHMENTS:

- **#a:** childhood cancer awareness proc (DOC)



City of Columbia
A Proclamation of Childhood Cancer Awareness

WHEREAS, childhood cancer remains the leading cause of death by disease in children under the age of 15; and

WHEREAS, only four percent of the National Cancer Institute's budget is dedicated to all forms of pediatric cancer; and

WHEREAS, more than 40,000 children undergo treatment for pediatric cancer each year; and

WHEREAS, in the past 20 years, only three pharmaceutical drugs have been approved by the Federal Drug Administration for childhood cancer treatment; and

WHEREAS, the lack of profitability by pharmaceutical companies results in fewer clinical trials and no new treatments being proposed for children who are fighting the disease; and

WHEREAS, Palmetto Health Children's Hospital Center for Cancer and Blood Disorders is the oldest and largest pediatric cancer facility in South Carolina and is a member of the Children's Oncology Group, a National Cancer Institute supported clinical trials group; and

WHEREAS, Palmetto Health Children's Hospital Center for Cancer and Blood Disorders is proud to raise awareness of and promote increased funding for childhood cancer.

NOW, THEREFORE, I, Stephen K. Benjamin, Mayor of the City of Columbia, South Carolina, along with my fellow members of Columbia City Council, do hereby proclaim March 12, 2018 to be

Childhood Cancer Awareness Day

in the great City of Columbia and urge my fellow citizens to recognize and participate in its observance.

Stephen K. Benjamin
Mayor

Sam Davis
District I, Council Member

Tameika Isaac Devine
At-Large, Council Member

Howard E. Duvall, Jr.
At-Large, Council Member

Edward H. McDowell, Jr.
District II, Council Member

Daniel Rickenmann
District IV, Council Member



We Are Columbia

MEETING DATE: March 6, 2018

DEPARTMENT: Office of the Mayor

FROM: *Stephen Benjamin, Mayor*

SUBJECT: **Bleeding Disorders Awareness Month Proclamation - The Honorable Mayor Stephen K. Benjamin**

FINANCIAL IMPACT:

ATTACHMENTS:

- **#a:** Bleeding Disorders Awareness month proc (DOC)



City of Columbia
A Proclamation of Bleeding Disorders Awareness

WHEREAS, March 2018 is nationally recognized as Bleeding Disorders Awareness Month; and

WHEREAS, this designation will formalize and expand upon the designation 30 years ago of March 1986 as “Hemophilia Awareness Month” by President Ronald Reagan; and

WHEREAS, these bleeding disorders, which share the inability to form a proper blood clot, are characterized by extended bleeding after injury, surgery, trauma or menstruation and can lead to significant morbidity and can be fatal if not treated effectively; and

WHEREAS, many individuals with hemophilia became infected with HIV and Hepatitis C in the 1980s due to the contamination of the blood supply and blood products; and

WHEREAS, Bleeding Disorders Awareness Month will generate greater awareness and understanding of not only hemophilia but all inheritable bleeding disorders including von Willebrand disease—which alone impacts an estimated one percent of the U.S. population or more than 3.2 million individuals; and

WHEREAS, Bleeding Disorders Awareness Month will foster a greater sense of community and shared purpose among individuals with all inheritable bleeding disorders; and

WHEREAS, Bleeding Disorders Awareness Month will elevate awareness of and engagement in the inheritable bleeding disorders journey beyond our community to the general public, enabling the prevention of illness, unnecessary procedures, and disability.

NOW, THEREFORE, I, Stephen K. Benjamin, Mayor of the City of Columbia, South Carolina, along with my fellow members of Columbia City Council, do hereby proclaim March 2018 to be

Bleeding Disorders Awareness Month

in the great City of Columbia and urge my fellow citizens to recognize and participate in its observance.

Stephen K. Benjamin
Mayor

Sam Davis
District I, Council Member

Howard E. Duvall, Jr.
At-Large, Council Member

Daniel Rickenmann
District IV, Council Member

Tameika Isaac Devine
At-Large, Council Member

Edward H. McDowell, Jr.
District II, Council Member



We Are Columbia

MEETING DATE: March 6, 2018

DEPARTMENT: Procurement and Contracts

FROM: *Sandra Wright, Purchasing Agent*

SUBJECT: American Red Cross Day Proclamation - The Honorable Stephen K. Benjamin

REQUISITION NO.: N/A

FINANCIAL IMPACT:

ORIGINAL BUDGET: N/A

CLEAN WATER 2020?: No

STRATEGIC GOALS: Collaborate and partner with entities

The American Red Cross saw a record-breaking year in 2017 of challenging domestic and international response efforts. Through the support of its volunteers, in just 45 days, the Red Cross responded to six of the largest and most complex disasters of 2017 including back-to-back hurricanes, the deadliest week of wildfires in California history, and the horrific mass shooting in Las Vegas. In addition, the Red Cross responded to nearly 50,000 home fires in 2017, providing casework assistance to help 76,000 families recover.

In the Central South Carolina, the Red Cross has a long history of helping our neighbors in need. The Central SC chapter assisted with more than 740 local disasters in the past year alone. They installed nearly 7,000 smoke alarms with its partners and reached 1,500 children with fire safety information. In our area, the Red Cross handles an average of 2,600 emergency military calls every year collects an average of 32,000 units of blood from our generous blood donors.

March is American Red Cross Month, a special time to recognize and thank the Red Cross volunteers and donors who give of their time and resources to help members of the community. The Red Cross depends on these local heroes to deliver help and hope during a disaster. We applaud our heroes here in Columbia who give of themselves to assist their neighbors when they need a helping hand.

Across the country and around the world, the American Red Cross responds to disasters big and small. It collects about 40 percent of the nation's blood supply; provides 24-hour support to military members, veterans and their families; teaches millions lifesaving skills such as lifeguarding and CPR; and through its Restoring Family Links program, connects family members separated by crisis, conflict or migration.

We dedicate the month of March to all those who support the American Red Cross mission to prevent and alleviate human suffering in the face of emergencies. Our community depends on the American Red Cross, which relies on donations of time, money and blood to fulfill its humanitarian mission.

ATTACHMENTS:

- **#a:** (REVISED) Red Cross Proclamation for March 2018 version 2 (DOC)



City Of Columbia
A Proclamation

WHEREAS, The American Red Cross saw a record-breaking year in 2017 of challenging domestic and international response efforts. Through the support of its volunteers, in just 45 days, the Red Cross responded to six of the largest and most complex disasters of 2017 including back-to-back hurricanes, the deadliest week of wildfires in California history, and the horrific mass shooting in Las Vegas. In addition, the Red Cross responded to nearly 50,000 home fires in 2017, providing casework assistance to help 76,000 families recover.

WHEREAS, In the Central South Carolina, the Red Cross has a long history of helping our neighbors in need. The Central SC chapter assisted with more than 740 local disasters in the past year alone. They installed nearly 7,000 smoke alarms with its partners and reached 1,500 children with fire safety information. In our area, the Red Cross handles an average of 2,600 emergency military calls every year collects an average of 32,000 units of blood from our generous blood donors.

WHEREAS, March is American Red Cross Month, a special time to recognize and thank the Red Cross volunteers and donors who give of their time and resources to help members of the community. The Red Cross depends on these local heroes to deliver help and hope during a disaster. We applaud our heroes here in Columbia who gives of themselves to assist their neighbors when they need a helping hand.

WHEREAS, across the country and around the world, the American Red Cross responds to disasters big and small. It collects about 40 percent of the nation's blood supply; provides 24-hour support to military members, veterans and their families; teaches millions lifesaving skills such as lifeguarding and CPR; and through its Restoring Family Links program, connects family members separated by crisis, conflict or migration.

NOW, THEREFORE, I, Stephen K. Benjamin, Mayor of Columbia, by virtue of the authority vested in me by the Constitution and laws of Columbia and South Carolina do hereby proclaim March 2018 as American Red Cross Month. I encourage all Americans to support this organization and its noble humanitarian mission.

IN WITNESS WHEREOF, I have hereunto set my hand this 20 day of March, in the year of our Lord two thousand eighteen, and of the Columbia South Carolina.

Stephen K. Benjamin
Mayor

Sam Davis
District I, Council Member

Tameika Isaac Devine
At-Large, Council Member

Howard E. Duvall, Jr.
At-Large, Council Member

Edward H. McDowell, Jr.
District II, Council Member

Daniel J. Rickenmann
District IV, Council Member



We Are Columbia

MEETING DATE: March 6, 2018

DEPARTMENT: City Clerk

FROM: *Erika Moore, City Clerk*

SUBJECT: Recognition of the Canvas Eruption Award Recipients - The Honorable Edward McDowell, Jr.

FINANCIAL IMPACT:

ATTACHMENTS:

- **#a:** Canvas Eruption Winner Press Release (PDF)



Press Release

For Immediate Release:
Monday January 22, 2018

Media Contact:
Tre' Tailor 803-665-8738
Info@DMRFashion.com

Downtown Boutique to Debut T-shirts featuring Local Student's Artwork!

Columbia, SC – Four Local students will see their original artwork turned into T-shirts next month, when a Columbia SC boutique launches the exclusive line to culminate Canvas Eruption, The T-shirt Design Battle. DMR Fashion held the contest in November at Allen University's historic Chappelle Auditorium and will debut the T-shirts, Saturday February 17th at the store's location at 617 Lady Street in the Vista. Contest winners Latizia Gray from Heyward Career Center and CA Johnson HS student Cyan Greene along with Benedict College students Aaron Caree and Kaitlyn Piper will be in attendance along with faculty, staff and other school administrators plus representatives from the City of Columbia, Richland County and additional noted figures. The students will also be recognized for their innovation and creativity at the Columbia City Council meeting Feb 20th.

The Canvas Eruption T-shirt Launch is part of the DMR Fashion Grand Opening from 2-5pm, which will also feature live music, refreshments, prizes and the debut of the boutiques Custom Sneaker Line and event space.

35 year old entrepreneur Raquel Thomas is the proprietor of the fashion and accessory boutique located in the popular shopping and entertainment district. She hosted the inaugural Canvas Eruption T-shirt Battle in conjunction with her non-profit organization Dream Catchers. The recently launched organization will utilize programs, workshops and mentoring sessions to help at risk youth gain the skills and self-confidence needed to achieve their goals. The Columbia, SC native returned home from the nation's capitol last summer where she owned several successful businesses. "Columbia is home, and I came back to share the knowledge I've gained with our young people, they are our future and it's our responsibility to help them!" Members of the Dream Catcher's board will also be in attendance to announce some of the group's initiatives.

###



We Are Columbia

MEETING DATE: March 6, 2018

DEPARTMENT: City Clerk

FROM: *Erika Moore, City Clerk*

SUBJECT: Historic Columbia Update - Ms. Kim Jamieson, Historic Columbia Board Liaison for the City of Columbia and Ms. Jaelyn Ellis, Student Volunteer

FINANCIAL IMPACT:



We Are Columbia

MEETING DATE: March 6, 2018

DEPARTMENT: Legal Department

FROM: *Shari Ardis, Legal Office Manager*

SUBJECT: Ordinance No.: 208-004 - Authorizing the City Manager to execute an Eleventh Amendment to Purchase Agreement between the City of Columbia and Bright-Meyers 2001 LLC for the sale of 5.97 +/-acres (Capital City Stadium), Richland County TMS #11204-02-02

FINANCIAL IMPACT:

STRATEGIC GOALS: Collaborate and partner with entities, Connect the City's neighborhoods and business dist

ATTACHMENTS:

- **#a:** 2018-004 Bright-Meyers 11th Amendment to Purchase Agreement (PDF)

ORDINANCE NO.: 2018-004

*Authorizing the City Manager to execute an Eleventh Amendment to Purchase Agreement
between the City of Columbia and Bright-Meyers 2001 LLC for the sale
of 5.97 +/- acres (Capital City Stadium), Richland County TMS #11204-02-02*

BE IT ORDAINED by the Mayor and City Council this ____ day of _____, 2018, that
the City Manager is authorized to execute the attached Eleventh Amendment to Purchase Agreement,
or on a form approved by the City Attorney, between the City of Columbia and Bright-Meyers 2001
LLC for the sale of 5.97 acres +/- (Capital City Stadium), Richland County TMS #11204-02-02.

Requested by:

Assistant City Manager Gentry

Mayor

Approved by:

City Manager

Approved as to form:

Janne Jaisowski
Senior Assistant City Attorney

ATTEST:

City Clerk

Introduced:

Final Reading:

ELEVENTH AMENDMENT TO PURCHASE AGREEMENT

This Eleventh Amendment to Purchase Agreement is made and entered into by and between the City of Columbia, hereinafter referred to as "Seller", and Bright-Meyers 2001 LLC, hereinafter referred to as "Buyer".

W I T N E S S E T H:

WHEREAS, Seller and Buyer have entered into a Purchase Agreement ("Agreement") effective August 27, 2012 ("Agreement"), which gives Buyer the exclusive right to purchase the property ("Property") described in the Agreement under the terms and conditions of the Agreement; and,

WHEREAS, the Seller and Buyer previously executed ten (10) separate Amendments to the Purchase Agreement; and,

WHEREAS, Buyer currently has on deposit in an escrow account with the Escrow Agent a total of Three Hundred and Four Thousand and No/100 Dollars (\$304,000.00); and,

WHEREAS, Seller and Buyer mutually desire to further modify, amend and clarify said Agreement and its subsequent Amendments; NOW, THEREFORE,

IT IS HEREBY AGREED, that for and in consideration of the sum of Ten and No/100 (\$10.00) Dollars, the receipt and sufficiency of which is hereby acknowledged, the Agreement is amended as follows:

Paragraph 2 is amended to read "The purchase price is One Million Four Hundred Twenty-five Thousand and No/100 (\$1,425,000.00) Dollars, Two Hundred Fifty Thousand and No/100 (\$250,000.00) Dollars of which shall be applied toward the construction of a Greenway from the development site to Olympia Park. This payment shall satisfy the Buyer's obligation under this Agreement to 'financially assist the City in development of the greenway'. This amount is payable from the Buyer to the Seller as follows:

Paragraph 2b is amended to read, "Upon delivery of the deed, Buyer shall pay to Seller One Million One Hundred Twenty-one Thousand and No/100 (\$1,121,000.00) Dollars by cashier's check, electronic wire or certified check".

Paragraph 9 is amended to delete the last sentence of that paragraph.

Paragraphs 11 and 12 shall be deleted.

Paragraph 14 is amended to allow for the closing to take place not later than May 31, 2019.

IT IS HEREBY FURTHER AGREED that all requirements of escrow having been met, any and all funds currently maintained in escrow may be immediately released to the Seller without restriction.

IT IS HEREBY FURTHER AGREED that Seller may, at any time during the extension period or subsequent extension periods, elect to, commence and demolish any and all buildings and improvements located on the Property that is the subject of the Purchase Agreement, without such actions constituting a breach of the Agreement and its Amendments.

Except as modified and amended hereby, all the terms, covenants and conditions of said Purchase Agreement and subsequent Amendments shall continue and remain in full force and effect insofar as they

do not conflict with the terms of this Eleventh Amendment. In the event that the language of the Agreement or a prior Amendment is contrary to the language of this Amendment, the language of this Amendment shall control regarding that provision.

IN WITNESS WHEREOF, the parties have caused this Eleventh Amendment to Purchase Agreement to be executed and effective as of the date of the last signature hereinbelow.

WITNESSES:

SELLER: CITY OF COLUMBIA

BY: _____
Teresa B. Wilson
ITS: City Manager
Date: _____

PURCHASER: BRIGHT-MEYERS 2001 LLC

BY: _____
Name: _____
ITS: _____
Date: _____

APPROVED AS TO FORM

JJL 2/28/18

Legal Department City of Columbia, SC



We Are Columbia

MEETING DATE: March 6, 2018

DEPARTMENT: Legal Department

FROM: *Shari Ardis, Legal Office Manager*

SUBJECT: Resolution No.: R-2018-002 - First Extension of Bull Street Development Agreement

FINANCIAL IMPACT:

ATTACHMENTS:

- **#a:** R-2018-002 First Extension of Bull Street Dev Agreement (PDF)

RESOLUTION NO.: R-2018-002

Authorizing the City Manager to execute a First Extension of the Development Agreement between the City of Columbia and Bull Street Development, LLC

BE IT RESOLVED by the Mayor and City Council this ____ day of _____, 2018, that the City Manager is hereby authorized to execute the attached First Extension of Development Agreement between the City of Columbia and Bull Street Development, LLC, or on a form to be approved by the City Attorney, to extend the term for an additional five (5) years.

Requested by:

Assistant City Manager Gentry

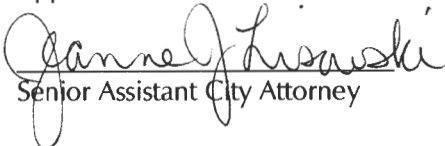
Mayor

Approved by:

City Manager

ATTEST:

Approved as to form:


Senior Assistant City Attorney

City Clerk

Introduced:

Final Reading:

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND) FIRST EXTENSION OF
DEVELOPMENT AGREEMENT
BULL STREET NEIGHBORHOOD

This First Extension of the Development Agreement Bull Street Neighborhood (“First Extension”) is made and entered into by and between **Bull Street Development, LLC**, a South Carolina limited liability company (“Developer”) and the **City of Columbia, South Carolina** (“City”) as of the date of the last signature below.

WHEREAS, Hughes Development Corporation and the City entered into a Development Agreement dated July 13, 2013, as amended by that First Amendment dated April 8, 2014 and that Second Amendment dated August 17, 2016 and that Third Amendment dated July 14, 2017 (collectively, the “Development Agreement”) with respect to Property known as the Bull Street Neighborhood, and Hughes Development Corporation has subsequently assigned all of its rights and obligations under the Development Agreement to Developer; and

WHEREAS, Section VIII of the Development Agreement reads, in part, “due to the scale and density of the Project, the parties anticipate the Project may take at least twenty (20) years to be fully developed, and, as such, the City and Developer agree to consider in good faith renewals or extensions of this Agreement for three (3) successive five (5) year periods absent a material breach of any terms of this Agreement, during the initial term or any renewals, as applicable, and provided further that Developer is diligently pursuing the development of the Property in accordance with the terms of this Agreement.”; and

WHEREAS, the South Carolina Local Government Development Agreement Act expressly provides for the extension of the development agreement by the parties under S.C. Code §6-31-60(A)(2);

NOW THEREFORE, Developer and City hereby agree to extend the term for five (5) years from the effective date of the agreement.

AGREEMENTS

NOW THEREFORE, in consideration of the terms and conditions set forth herein, and other good and valuable consideration, including the potential economic benefits to the City and Developer by entering into this First Extension, the receipt and sufficiency of such consideration is hereby acknowledged, the City and Developer agree as follows:

1. The above Recitals and the Definitions in the Development Agreement are hereby incorporated into this First Extension.
2. Pursuant to §6-31-40 of the Act, which allows a five year term for a development agreement on a tract of highland the size of the Property subject to this Agreement, Developer and City agree to extend the initial term of the Development Agreement which expires on July 31, 2018 for another five-year term expiring on July 31, 2023, as authorized under S.C. Code §6-31-60(A)(2).
3. The Developer and the City hereby acknowledge and agree that this First Extension is being executed pursuant to Section VIII of the Development Agreement.
4. Other than extending the Term of the Development Agreement, this First Extension does not alter, amend, repeal or otherwise change any of the Terms of the Development Agreement.

5. General Provisions:

A. Entire Agreement. This First Extension, together with the Development Agreement, sets forth and incorporates by reference all of the agreements, conditions and understandings between the City and Developer relative to the Property and the Project, and there are no promises, agreements, conditions or understandings, oral or written, expressed or implied, among these parties relative to the matters addressed herein other than as set forth or as referred to herein.

B. Construction. The parties agree that each party and its counsel have reviewed and revised this First Extension and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this First Extension or any amendments or exhibits hereto.

C. Severability. The invalidity or unenforceability of any provision of this First Extension shall not affect the other provisions hereof, and this First Extension shall be construed in all respects as if such invalid and unenforceable provision were omitted.

D. Counterparts. This First Extension may be executed in several counterparts, each of which shall be deemed an original, and such counterparts shall constitute but one and the same instrument.

E. Effective Date. The Effective Date of this First Extension shall be July 31, 2018.

F. Effect on the Agreement. Except as modified by the terms hereof, the provisions of the Development Agreement shall be unchanged and shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereby set their hands and seals on the date of the last signature hereinbelow, and by doing so, agree to be bound by the terms of this First Extension.

WITNESSES:

CITY OF COLUMBIA

BY: _____
Teresa B. Wilson
ITS: City Manager
Date: _____

BULL STREET DEVELOPMENT, LLC

BY: _____
Robert E. Hughes III
ITS: President
Date: _____



We Are Columbia

MEETING DATE: March 6, 2018

DEPARTMENT: Legal Department

FROM: *Shari Ardis, Legal Office Manager*

SUBJECT: Resolution No.: R-2018-008 - Ratifying the execution of a District Office Lease Amendment and Lease Attachment between the City of Columbia and U.S. House Representative James E. Clyburn for approximately 5,199.50 square feet of office space known as Suite 200, 1225 Lady Street

FINANCIAL IMPACT:

ATTACHMENTS:

- **#a:** R-2018-008 1225 Lady Lease-Amendment-Attachment (PDF)

RESOLUTION NO.: R-2018-008

Ratifying the execution of a District Office Lease Amendment and Lease Attachment between the City of Columbia and U.S. House Representative James E. Clyburn for approximately 5,199.50 square feet of office space known as Suite 200, 1225 Lady Street

BE IT RESOLVED by the Mayor and City Council this ____ day of _____, 2018, that the execution by the City Manager of the attached District Office Lease Amendment and Lease Attachment, or on a form approved by the City Attorney, between the City of Columbia and U.S. House Representative James E. Clyburn for lease of approximately 5,199.50 square feet of office space known as Suite 200, 1225 Lady Street, is hereby ratified.

Requested by:

Assistant City Manager Palen

Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:


Senior Assistant City Attorney

City Clerk

Introduced:

Final Reading:

District Office Lease Amendment – Instructions

NO LEASE AMENDMENT OR ATTACHMENT CAN BE SIGNED BEFORE THEY HAVE BEEN APPROVED BY THE ADMINISTRATIVE COUNSEL.

The term for a District Office Lease Amendment for the 115th Congress may not commence prior to January 3, 2017.

Members should endeavor to lease space through the last day of a congressional term rather than the last day of a calendar year. For the 115th Congress, leases should end on January 2, 2019, not December 31, 2018.

- A. Section 1 has three blank lines to be filled in:
 1. the term of the previous lease that is being amended or extended;
 2. street address of office being leased; and
 3. city, state and ZIP where office is being leased.
- B. Section 2 requires the new ending date (if the lease is going to be extended), which must be on or before January 2, 2019. If the lease is not going to be extended, write “N/A” in the space provided.
- C. Section 3 requires the monthly rent amount for the extended term, and if any other provision is changed, the blank space beneath Section 3 is provided for any changes or additions. If there are no other changes to your existing lease write “NONE” in the space provided.
- D. **The Member/Member-Elect is required to personally sign the documents.**
- E. A District Office Lease Attachment for the 115th Congress must accompany this District Office Lease Amendment (“Amendment”).
- F. **Prior to either party signing an Amendment, the Member/Member-Elect must submit the proposed Amendment, accompanied by a copy of the District Office Lease Attachment for the 115th Congress, to the Administrative Counsel for review and approval.** If the proposed terms and conditions of the Amendment are determined to be in compliance with applicable law and House Rules and Regulations, the Administrative Counsel will notify the Member/Member-Elect that (s)he may proceed with the signing of the Amendment. Please submit the proposed Amendment and District Office Lease Attachment either by e-mail in PDF form (leases@mail.house.gov) or fax (202-225-6999).
- G. Once signed by both parties, the Amendment and District Office Lease Attachment must be submitted to the Administrative Counsel for final approval. They may be sent by email in PDF form or faxed to 202-225-6999.
- H. If approved, Administrative Counsel will send them to Finance so that payment can begin. If there are errors, you will be contacted and required to correct them before the Amendment is approved.
- I. If you have any additional questions about District Office Leases, please contact the Office of the Administrative Counsel by e-mail (leases@mail.house.gov).

U.S. House of Representatives

Washington, D.C. 20515

District Office Lease Amendment

(Page 1 of 2 – 115th Congress)

- 1. Prior Lease Term.** The undersigned Landlord ("Lessor") and Member of the U. S. House of Representatives ("Lessee") agree that they previously entered into a District Office Lease ("Lease") (along with the District Office Lease Attachment), which covered the period from 1/3/2017 to 1/2/2019 for the lease of office space located at 1225 Lady Street, Suite 200 in the city, state and ZIP of Columbia, SC.
- 2. Extended Term.** If applicable, the above referenced Lease is extended through and including _____, 20_____. (This District Office Lease Amendment ("Amendment") may not provide for an extension beyond January 2, 2019, which is the end of the constitutional term of the 115th Congress.)
- 3. Rent and Any Other Changes.** The monthly rent for the extended term of the Lease shall now be ***\$17,034.26. All other provisions of the existing Lease shall remain unchanged and in full effect, except for the following additional terms, which are modified as indicated in the space below [If no additional terms are to be modified, write the word "NONE" below].
***Rent increase from Oct 3, 2017 to Jan 2, 2018 to \$17,034.26 for certain landlord made improvements to the office space. Rent reverts to \$5,367.28 on Jan 3, 2018.
- 4. District Office Lease Attachment for 115th Congress.** This Amendment shall have no force and effect unless and until accompanied by an executed District Office Lease Attachment for the 115th Congress and the District Office Lease Attachment for the 115th Congress attached hereto supersedes and replaces any prior District Office Lease Attachment.
- 5. Counterparts.** This Amendment may be executed in any number of counterparts and by facsimile copy, each of which shall be deemed to be an original but all of which together shall be deemed to be one and the same instrument.
- 6. Section Headings.** The section headings of this Amendment are for convenience of reference only and shall not be deemed to limit or affect any of the provisions hereof.

[Signature page follows.]

U.S. House of Representatives
 Washington, D.C. 20515
District Office Lease Amendment
 (Page 2 of 2 – 115th Congress)

IN WITNESS WHEREOF, the parties have duly executed this District Office Lease Amendment as of the later date written below by the Lessor or the Lessee.

City of Columbia, South Carolina

Congressman James E. Clyburn

Print Name of Lessor/Landlord/Company

Print Name of Lessee

By:

Teresa Wilson

Lessor Signature

Name: *Teresa Wilson*

Title: *City Manager*

2/26/2018

Date

James E. Clyburn

Lessee Signature

12/31/17

Date

APPROVED AS TO FORM

Jan 20/18

Legal Department City of Columbia, SC

This District Office Lease Amendment must be accompanied with an executed District Office Lease Attachment.

U.S. House of Representatives

Washington, D.C. 20515

District Office Lease

(Page 1 of 3 – 115th Congress)

Pursuant to 2 U.S.C.A. § 4313, and the Regulations of the Committee on House Administration (as modified from time to time by Committee Order) relating to office space in home districts, _____
City of Columbia, South Carolina, located at 1737 Main Street, Columbia, South Carolina 29201
 (Landlord's name) (Landlord's street address, city, state, ZIP code)

("Lessor"), and Congressman James E. Clyburn, a Member/Member-Elect of the U.S. House of Representatives ("Lessee"), agree as follows:

1. **Location.** Lessor shall lease to Lessee 5,199.5 square feet of office space located at 1225 Lady Street, Suite 200
 (Office street address)
 in the city, state and ZIP code of Columbia, South Carolina 29201.
 (Office city, state and ZIP)
2. **Lease Amenities.** Lessee shall be entitled to receive and Lessor shall be required to provide the amenities selected in Section A of the District Office Lease Attachment ("Attachment") accompanying this Lease.
3. **Term.** Lessee shall have and hold the leased premises for the period beginning January 3
2017 and ending January 2, 2019. The term of this District Office Lease ("Lease") may not exceed two (2) years and may not extend beyond January 2, 2019, which is the end of the constitutional term of the Congress to which the Member is elected.
4. **Rent.** The monthly rent shall be \$ 5,367.28, and is payable in arrears on or before the last day of each calendar month. Rent payable under this Lease shall be prorated on a daily basis for any fraction of a month of occupancy.
5. **Early Termination.** This Lease may be terminated by either party giving 60 days' prior written notice to the other party. The commencement date of such termination notice shall be the date such notice is delivered or, if mailed, the date such notice is postmarked.
6. **Payments.** During the term of this Lease, rent payments under Section 4 of this Lease shall be remitted to the Lessor by the Chief Administrative Officer of the U.S. House of Representatives (the "CAO") on behalf of the Lessee.
7. **District Office Lease Attachment for 115th Congress.** The District Office Lease Attachment attached hereto is incorporated herein by reference, and this Lease shall have no force or effect unless and until accompanied by an executed District Office Lease Attachment for the 115th Congress.
8. **Counterparts.** This Lease may be executed in any number of counterparts and by facsimile copy, each of which shall be deemed to be an original but all of which together shall be deemed to be one and the same instrument.
9. **Section Headings.** The section headings of this Lease are for convenience of reference only and shall not be deemed to limit or affect any of the provisions hereof.

U.S. House of Representatives
Washington, D.C. 20515

District Office Lease

(Page 2 of 3 – 115th Congress)

10. **Modifications.** Any amendments, additions or modifications to this Lease inconsistent with Sections 1 through 9 above shall have no force or effect to the extent of such inconsistency.
11. **Other.** Additionally, the Lessor and the Lessee agree to the following:

The lease agreement includes the use of any furniture currently located in the office space. As part of this agreement, the Lessee shall have full access and use to this furniture.

[Signature page follows.]

U.S. House of Representatives
Washington, D.C. 20515

District Office Lease

(Page 3 of 3 – 115th Congress)

IN WITNESS WHEREOF, the parties have duly executed this District Office Lease as of the later date written below by the Lessor or the Lessee.

City of Columbia, South Carolina

Congressman James E. Clyburn

Print Name of Lessor/Landlord/Company

Print Name of Lessee

By: _____

Teresa Wilson
Lessor Signature

Name: *Teresa Wilson*

Title: *City Manager*

12-20-2016

Date

James E. Clyburn
Lessee Signature

12/13/16
Date

APPROVED AS TO FORM

[Signature]

Legal Department, City of Columbia, SC

This District Office Lease must be accompanied with an executed District Office Lease Attachment.

U.S. House of Representatives
Washington, D.C. 20515

District Office Lease Attachment

(Page 1 of 6 – 115th Congress)

SECTION A (Lease Amenities)

Section A designates whether the leased space will be the Member/Member-Elect's flagship (primary) office and sets forth the amenities provided by the Lessor to be included in the Lease. Except as noted below, the amenities listed are not required for all district offices.

To be completed by the Member/Member-elect:

- ☒ The leased space will serve as my flagship (primary) District Office.
☐ The leased space will NOT serve as my flagship (primary) District Office.

To be completed by the Lessor:

- ☐ Amenities are separately listed elsewhere in the Lease.
 (The below checklist can be left blank if the above box is checked.)

The Lease includes (please check and complete all that apply):
 (Items marked with an asterisk and in bold are required for all flagship offices of Freshman Members of the 115th Congress.)

- ☒ * **Broadband and/or Cable Access to the Leased Space (e.g. Comcast, Cox, Verizon, etc.).**
 (Verify broadband access by entering the address of the leased space at www.broadbandmap.gov)
- ☒ * **Interior Wiring CAT 5e or Better within Leased Space.**
- ☒ **Lockable Space for Networking Equipment.**
- ☒ **Telephone Service Available.**
- ☒ **Parking.** ☒ 11 Assigned Parking Spaces
 ☐ Unassigned Parking Spaces
 ☐ General Off-Street Parking on an As-Available Basis
- ☒ **Utilities.** Includes: Water, Sewer, and Electricity
- ☐ **Janitorial Services.** Frequency: _____
- ☐ **Trash Removal.** Frequency: _____
- ☐ **Carpet Cleaning.** Frequency: _____
- ☒ **Window Washing.** ☐ **Window Treatments.**
- ☐ **Tenant Alterations Included In Rental Rate.**
- ☒ **After Hours Building Access.**
- ☒ **Office Furnishings.** Includes: *See #11 in District Office Lease
- ☒ **Cable TV Accessible.** If checked, Included in Rental Rate: ☐ Yes ☒ No
- ☒ **Building Manager.** ☐ Onsite ☒ On Call Contact Name: David Knoche
 Phone Number: 803-545-9187 Email Address: jdknoche@columbiasec.net

Send completed forms to: Administrative Counsel, 217 Ford House Office Building, Washington, D.C. 20515.
 Copies may also be faxed to 202-225-6999.

Print Form

Save Form

Clear Page

U.S. House of Representatives
Washington, D.C. 20515

District Office Lease Attachment

(Page 2 of 5 – 115th Congress)

SECTION B
(Additional Terms and Conditions)

1. **Incorporated District Office Lease Attachment.** Lessor (Landlord) and Lessee (Member/Member-Elect of the U.S. House of Representatives) agree that this District Office Lease Attachment ("Attachment") is incorporated into and made part of the Lease ("Lease") and, if applicable, District Office Lease Amendment ("Amendment") to which it is attached.
2. **Performance.** Lessor expressly acknowledges that neither the U.S. House of Representatives (the "House") nor its Officers are liable for the performance of the Lease. Lessor further expressly acknowledges that payments made by the Chief Administrative Officer of the House (the "CAO") to Lessor to satisfy Lessee's rent obligations under the Lease – which payments are made solely on behalf of Lessee in support of his/her official and representational duties as a Member of the House – shall create no legal obligation or liability on the part of the CAO or the House whatsoever. Lessee shall be solely responsible for the performance of the Lease and Lessor expressly agrees to look solely to Lessee for such performance.
3. **Modifications.** Any amendment to the Lease must be in writing and signed by the Lessor and Lessee. Lessor and Lessee also understand and acknowledge that the Administrative Counsel for the CAO ("Administrative Counsel") must review and give approval of any amendment to the Lease prior to its execution.
4. **Compliance with House Rules and Regulations.** Lessor and Lessee understand and acknowledge that the Lease shall not be valid, and the CAO will not authorize the disbursement of funds to the Lessor, until the Administrative Counsel has reviewed the Lease to determine that it complies with the Rules of the House and the Regulations of the Committee on House Administration, and approved the Lease by signing the last page of this Attachment.
5. **Payments.** The Lease is a fixed term lease with monthly installments for which payment is due in arrears on or before the end of each calendar month. In the event of a payment dispute, Lessor agrees to contact the Office of Finance of the House at 202-225-7474 to attempt to resolve the dispute before contacting Lessee.
6. **Void Provisions.** Any provision in the Lease purporting to require the payment of a security deposit shall have no force or effect. Furthermore, any provision in the Lease purporting to vary the dollar amount of the rent specified in the Lease by any cost of living clause, operating expense clause, pro rata expense clause, escalation clause, or any other adjustment or measure during the term of the Lease shall have no force or effect.
7. **Certain Charges.** The parties agree that any charge for default, early termination or cancellation of the Lease which results from actions taken by or on behalf of the Lessee shall be the sole responsibility of the Lessee, and shall not be paid by the CAO on behalf of the Lessee.
8. **Death, Resignation or Removal.** In the event Lessee dies, resigns or is removed from office during the term of the Lease, the Clerk of the House may, at his or her sole option, either: (a)

*Send completed forms to: Administrative Counsel, 217 Ford House Office Building, Washington, D.C. 20515.
Copies may also be faxed to 202-225-6999.*

U.S. House of Representatives
Washington, D.C. 20515

District Office Lease Attachment

(Page 3 of 5 - 115th Congress)

terminate the Lease by giving thirty (30) days' prior written notice to Lessor; or (b) assume the obligation of the Lease and continue to occupy the premises for a period not to exceed sixty (60) days following the certification of the election of the Lessee's successor. In the event the Clerk elects to terminate the Lease, the commencement date of such thirty (30) day termination notice shall be the date such notice is delivered to the Lessor or, if mailed, the date on which such notice is postmarked.

9. **Term.** The term of the Lease may not exceed the constitutional term of the Congress to which the Lessee has been elected. The Lease may be signed by the Member-Elect before taking office. Should the Member-Elect not take office to serve as a Member of the 115th Congress, the Lease will be considered null and void.
10. **Early Termination.** If either Lessor or Lessee terminates the Lease under the terms of the Lease, the terminating party agrees to promptly file a copy of any termination notice with the Office of Finance, U.S. House of Representatives, O'Neill Federal Building, Suite 3220, Attn: Levi Matthews, Washington, D.C. 20515, and with the Administrative Counsel by e-mail at leases@mail.house.gov.
11. **Assignments.** Lessor shall not have the right to assign (by operation of law or otherwise) any of its rights, interests and obligations under the Lease, in whole or in part, without providing thirty (30) days prior written notice to Lessee, and any such purported assignment without such notice shall be void. Lessor shall promptly file a copy of any such assignment notice with the Administrative Counsel by e-mail at leases@mail.house.gov.
12. **Sale or Transfer of Leased Premises.** Lessor shall provide thirty (30) days prior written notice to Lessee in the event (a) of any sale to a third party of any part of the leased premises, or (b) Lessor transfers or otherwise disposes of any of the leased premises, and provide documentation evidencing such sale or transfer in such notice. Lessor shall promptly file a copy of any such sale or transfer notice with the Administrative Counsel by e-mail at leases@mail.house.gov.
13. **Bankruptcy and Foreclosure.** In the event (a) Lessor is placed in bankruptcy proceedings (whether voluntarily or involuntarily), (b) the leased premises is foreclosed upon, or (c) of any similar occurrence, Lessor agrees to promptly notify Lessee in writing. Lessor shall promptly file a copy of any such notice with the Office of Finance, U.S. House of Representatives, O'Neill Federal Building, Suite 3220, Attn: Levi Matthews, Washington, D.C. 20515, and with the Administrative Counsel by e-mail at leases@mail.house.gov.
14. **Estoppel Certificates.** Lessee agrees to sign an estoppel certificate relating to the leased premises (usually used in instances when the Lessor is selling or refinancing the building) upon the request of the Lessor. Such an estoppel certificate shall require the review of the Administrative Counsel, prior to Lessee signing the estoppel certificate. Lessor shall promptly provide a copy of any such estoppel certificate to the Administrative Counsel by e-mail at leases@mail.house.gov.

*Send completed forms to: Administrative Counsel, 217 Ford House Office Building, Washington, D.C. 20515.
Copies may also be faxed to 202-225-6999.*

U.S. House of Representatives
Washington, D.C. 20515

District Office Lease Attachment

(Page 4 of 5 – 115th Congress)

15. **Maintenance of Common Areas.** Lessor agrees to maintain in good order, at its sole expense, all public and common areas of the building including, but not limited to, all sidewalks, parking areas, lobbies, elevators, escalators, entryways, exits, alleys and other like areas.
16. **Maintenance of Structural Components.** Lessor also agrees to maintain in good order, repair or replace as needed, at its sole expense, all structural and other components of the premises including, but not limited to, roofs, ceilings, walls (interior and exterior), floors, windows, doors, foundations, fixtures, and all mechanical, plumbing, electrical and air conditioning/heating systems or equipment (including window air conditioning units provided by the Lessor) serving the premises.
17. **Lessor Liability for Failure to Maintain.** Lessor shall be liable for any damage, either to persons or property, sustained by Lessee or any of his or her employees or guests, caused by Lessor's failure to fulfill its obligations under Sections 15 and 16.
18. **Initial Alterations.** Lessor shall make any initial alterations to the leased premises, as requested by Lessee and subject to Lessor's consent, which shall not be unreasonably withheld. The cost of such initial alterations shall be included in the annual rental rate.
19. **Federal Tort Claims Act.** Lessor agrees that the Federal Tort Claims Act, 28 U.S.C. §§ 2671-80, satisfies any and all obligations on the part of the Lessee to purchase private liability insurance. Lessee shall not be required to provide any certificates of insurance to Lessor.
20. **Limitation of Liability.** Lessor agrees that neither Lessee nor the House nor any of the House's officers or employees will indemnify or hold harmless Lessor against any liability of Lessor to any third party that may arise during or as a result of the Lease or Lessee's tenancy.
21. **Compliance with Laws.** Lessor shall be solely responsible for complying with all applicable permitting and zoning ordinances or requirements, and with all local and state building codes, safety codes and handicap accessibility codes (including the Americans with Disabilities Act), both in the common areas of the building and the leased space of the Lessee.
22. **Electronic Funds Transfer.** Lessor agrees to accept monthly rent payments by Electronic Funds Transfer and agrees to provide the Office of Finance, U.S. House of Representatives, with all banking information necessary to facilitate such payments.
23. **Refunds.** Lessor shall promptly refund to the CAO, without formal demand, any payment made to the Lessor by the CAO for any period for which rent is not owed because the Lease has ended or been terminated.
24. **Conflict.** Should any provision of this Attachment be inconsistent with any provision of the attached Lease or attached Amendment, the provisions of this Attachment shall control, and those inconsistent provisions of the Lease or the Amendment shall have no force and effect to the extent of such inconsistency.

Send completed forms to: Administrative Counsel, 217 Ford House Office Building, Washington, D.C. 20515.
Copies may also be faxed to 202-225-6999.

U.S. House of Representatives
Washington, D.C. 20515

District Office Lease Attachment

(Page 5 of 5 – 115th Congress)

25. **Construction.** Unless the clear meaning requires otherwise, words of feminine, masculine or neuter gender include all other genders and, wherever appropriate, words in the singular include the plural and vice versa.
26. **Fair Market Value.** The Lease or Amendment is entered into at fair market value as the result of a bona fide, arms-length, marketplace transaction. The Lessor and Lessee certify that the parties are not relatives nor have had, or continue to have, a professional or legal relationship (except as a landlord and tenant).
27. **District Certification.** The Lessee certifies that the office space that is the subject of the Lease is located within the district the Lessee was elected to represent unless otherwise authorized by Regulations of the Committee on House Administration.
28. **Counterparts.** This Attachment may be executed in any number of counterparts and by facsimile copy, each of which shall be deemed to be an original but all of which together shall be deemed to be one and the same instrument.
29. **Section Headings.** The section headings of this Attachment are for convenience of reference only and shall not be deemed to limit or affect any of the provisions hereof.

IN WITNESS WHEREOF, the parties have duly executed this District Office Lease Attachment as of the later date written below by the Lessor or the Lessee.

APPROVED AS TO FORM

Legal Department City of Columbia, SC

City of Columbia, South Carolina

Print Name of Lessor/Landlord

By:

Teresa Wilson
Lessor Signature
Name: *Teresa Wilson*
Title: *City Manager*

12/20/2016
Date

Congressman James E. Clyburn

Print Name of Lessee

James E. Clyburn
Lessee Signature

12/13/16
Date

From the Member's Office, who is the point of contact for questions?

Name *Melissa Linder*

Phone (803) *799-1100*

E-mail *melissa.linder*

@mail.house.gov

This District Office Lease Attachment and the attached Lease or Amendment have been reviewed and are approved, pursuant to Regulations of the Committee on House Administration.

Signed _____ Date _____, 20____.
(Administrative Counsel)

Send completed forms to: Administrative Counsel, 217 Ford House Office Building, Washington, D.C. 20515.
Copies may also be faxed to 202-225-6999.

District Office Lease Attachment- Instructions

The District Office Lease Attachment must accompany *every* Lease or District Office Lease Amendment that is submitted for a Member/Member-Elect's District Office.

NO LEASE, AMENDMENT OR ATTACHMENT CAN BE SIGNED BEFORE THEY HAVE BEEN APPROVED BY THE ADMINISTRATIVE COUNSEL.

The term of a District Office Lease or Amendment for the 115th Congress may not commence prior to January 3, 2017.

Members should endeavor to lease space through the last day of a congressional term rather than the last day of a calendar year. For the 115th Congress, leases should end on January 2, 2019, not December 31, 2018.

A few things to keep in mind:

- A. The Member/Member-Elect is required to personally sign the documents.
- B. The Member/Member-Elect must indicate in Section A ("Lease Amenities") of the Attachment whether the proposed leased space will serve as a flagship district office.
- C. The Lessor must complete the amenities checklist in Section A ("Lease Amenities"), unless the checkbox at the top of the amenities checklist is marked to indicate that amenities are listed elsewhere in the Lease.
- D. Broadband/cable availability can be confirmed by visiting www.broadbandmap.gov and entering the address of the proposed leased space.
- E. Section B ("Additional Terms and Conditions") of the Attachment **SHALL NOT** have any provisions deleted or changed.
- F. Even if rent is zero, an Attachment is still required.
- G. Prior to either party signing a Lease or Amendment, the Member/Member-Elect must submit the proposed Lease or Amendment, accompanied by a copy of the Attachment, to the Administrative Counsel for review and approval. If the Administrative Counsel determines that the proposed terms and conditions of the Lease or Amendment are in compliance with applicable law and House Rules and Regulations, the Administrative Counsel will notify the Member/Member-Elect that (s)he may proceed with the execution of the Lease or Amendment. Please submit the proposed Lease or Amendment and Attachment either by e-mail in PDF form (leases@mail.house.gov) or by fax (202-225-6999).
- H. Once signed by both parties, the Lease or Amendment and the Attachment must be submitted to the Administrative Counsel for final approval. The Attachment should be submitted at the same time the Lease or Amendment is sent to the Administrative Counsel. They may be sent by email in PDF form or faxed to (202-225-6999).
- I. Without a properly signed and submitted Attachment, the Lease or Amendment cannot be approved and payments will not be made. The parties agree that any charges for default, early termination or cancellation of the Lease or Amendment which result from actions taken by or on behalf of the Lessee shall be the sole responsibility of the Lessee, and are not reimbursable from the Member's Representational Allowance.
- J. Lessor shall provide a copy of any assignment, estoppel certificate, notice of a bankruptcy or foreclosure, or notice of a sale or transfer of the leased premises to the Administrative Counsel by e-mail in PDF form (leases@mail.house.gov).

U.S. House of Representatives
Washington, D.C. 20515

District Office Lease Attachment
(Page 1 of 5 – 115th Congress)

SECTION A
(Lease Amenities)

Section A designates whether the leased space will be the Member/Member-Elect's flagship (primary) office and sets forth the amenities provided by the Lessor to be included in the Lease. Except as noted below, the amenities listed are not required for all district offices.

To be completed by the Member/Member-elect:

- ☒ The leased space will serve as my flagship (primary) District Office.
☐ The leased space will NOT serve as my flagship (primary) District Office.

To be completed by the Lessor:

- ☐ Amenities are separately listed elsewhere in the Lease.
 (The below checklist can be left blank if the above box is checked.)

The Lease includes (please check and complete all that apply):
 (Items marked with an asterisk and in bold are **required** for all flagship offices of Freshman Members of the 115th Congress.)

- ☒ * **Broadband and/or Cable Access to the Leased Space (e.g. Comcast, Cox, Verizon, etc.).**
 (Verify broadband access by entering the address of the leased space at www.broadbandmap.gov)
- ☒ * **Interior Wiring CAT 5e or Better within Leased Space.**
- ☒ Lockable Space for Networking Equipment.
- ☒ Telephone Service Available.
- ☒ Parking. ☒ Assigned Parking Spaces
 ☐ Unassigned Parking Spaces
 ☐ General Off-Street Parking on an As-Available Basis
- ☒ Utilities. Includes: Water, Sewer, and Electricity
- ☐ Janitorial Services. Frequency: _____
- ☐ Trash Removal. Frequency: _____
- ☐ Carpet Cleaning. Frequency: _____
- ☒ Window Washing. ☐ Window Treatments.
- ☐ Tenant Alterations Included In Rental Rate.
- ☒ After Hours Building Access.
- ☒ Office Furnishings. Includes: See #11 in District Office Lease
- ☐ Cable TV Accessible. If checked, Included in Rental Rate: ☐ Yes ☒ No
- ☐ Building Manager. ☐ Onsite ☒ On Call Contact Name: Kelvin Keisler
 Phone Number: 803-545-3115 Email Address: krkeisler@columbiasc.net

Send completed forms to: Administrative Counsel, 217 Ford House Office Building, Washington, D.C. 20515.
 Copies may also be faxed to 202-225-6999.

Print Form

Save Form

Clear Page

U.S. House of Representatives
Washington, D.C. 20515

District Office Lease Attachment
(Page 2 of 5 – 115th Congress)

SECTION B
(Additional Terms and Conditions)

1. **Incorporated District Office Lease Attachment.** Lessor (Landlord) and Lessee (Member/Member-Elect of the U.S. House of Representatives) agree that this District Office Lease Attachment ("Attachment") is incorporated into and made part of the Lease ("Lease") and, if applicable, District Office Lease Amendment ("Amendment") to which it is attached.
2. **Performance.** Lessor expressly acknowledges that neither the U.S. House of Representatives (the "House") nor its Officers are liable for the performance of the Lease. Lessor further expressly acknowledges that payments made by the Chief Administrative Officer of the House (the "CAO") to Lessor to satisfy Lessee's rent obligations under the Lease – which payments are made solely on behalf of Lessee in support of his/her official and representational duties as a Member of the House – shall create no legal obligation or liability on the part of the CAO or the House whatsoever. Lessee shall be solely responsible for the performance of the Lease and Lessor expressly agrees to look solely to Lessee for such performance.
3. **Modifications.** Any amendment to the Lease must be in writing and signed by the Lessor and Lessee. Lessor and Lessee also understand and acknowledge that the Administrative Counsel for the CAO ("Administrative Counsel") must review and give approval of any amendment to the Lease prior to its execution.
4. **Compliance with House Rules and Regulations.** Lessor and Lessee understand and acknowledge that the Lease shall not be valid, and the CAO will not authorize the disbursement of funds to the Lessor, until the Administrative Counsel has reviewed the Lease to determine that it complies with the Rules of the House and the Regulations of the Committee on House Administration, and approved the Lease by signing the last page of this Attachment.
5. **Payments.** The Lease is a fixed term lease with monthly installments for which payment is due in arrears on or before the end of each calendar month. In the event of a payment dispute, Lessor agrees to contact the Office of Finance of the House at 202-225-7474 to attempt to resolve the dispute before contacting Lessee.
6. **Void Provisions.** Any provision in the Lease purporting to require the payment of a security deposit shall have no force or effect. Furthermore, any provision in the Lease purporting to vary the dollar amount of the rent specified in the Lease by any cost of living clause, operating expense clause, pro rata expense clause, escalation clause, or any other adjustment or measure during the term of the Lease shall have no force or effect.
7. **Certain Charges.** The parties agree that any charge for default, early termination or cancellation of the Lease which results from actions taken by or on behalf of the Lessee shall be the sole responsibility of the Lessee, and shall not be paid by the CAO on behalf of the Lessee.
8. **Death, Resignation or Removal.** In the event Lessee dies, resigns or is removed from office during the term of the Lease, the Clerk of the House may, at his or her sole option, either: (a)

*Send completed forms to: Administrative Counsel, 217 Ford House Office Building, Washington, D.C. 20515.
Copies may also be faxed to 202-225-6999.*

U.S. House of Representatives
Washington, D.C. 20515

District Office Lease Attachment
(Page 3 of 5 – 115th Congress)

terminate the Lease by giving thirty (30) days' prior written notice to Lessor; or (b) assume the obligation of the Lease and continue to occupy the premises for a period not to exceed sixty (60) days following the certification of the election of the Lessee's successor. In the event the Clerk elects to terminate the Lease, the commencement date of such thirty (30) day termination notice shall be the date such notice is delivered to the Lessor or, if mailed, the date on which such notice is postmarked.

9. **Term.** The term of the Lease may not exceed the constitutional term of the Congress to which the Lessee has been elected. The Lease may be signed by the Member-Elect before taking office. Should the Member-Elect not take office to serve as a Member of the 115th Congress, the Lease will be considered null and void.
10. **Early Termination.** If either Lessor or Lessee terminates the Lease under the terms of the Lease, the terminating party agrees to promptly file a copy of any termination notice with the Office of Finance, U.S. House of Representatives, O'Neill Federal Building, Suite 3220, Attn: Levi Matthews, Washington, D.C. 20515, and with the Administrative Counsel by e-mail at leases@mail.house.gov.
11. **Assignments.** Lessor shall not have the right to assign (by operation of law or otherwise) any of its rights, interests and obligations under the Lease, in whole or in part, without providing thirty (30) days prior written notice to Lessee, and any such purported assignment without such notice shall be void. Lessor shall promptly file a copy of any such assignment notice with the Administrative Counsel by e-mail at leases@mail.house.gov.
12. **Sale or Transfer of Leased Premises.** Lessor shall provide thirty (30) days prior written notice to Lessee in the event (a) of any sale to a third party of any part of the leased premises, or (b) Lessor transfers or otherwise disposes of any of the leased premises, and provide documentation evidencing such sale or transfer in such notice. Lessor shall promptly file a copy of any such sale or transfer notice with the Administrative Counsel by e-mail at leases@mail.house.gov.
13. **Bankruptcy and Foreclosure.** In the event (a) Lessor is placed in bankruptcy proceedings (whether voluntarily or involuntarily), (b) the leased premises is foreclosed upon, or (c) of any similar occurrence, Lessor agrees to promptly notify Lessee in writing. Lessor shall promptly file a copy of any such notice with the Office of Finance, U.S. House of Representatives, O'Neill Federal Building, Suite 3220, Attn: Levi Matthews, Washington, D.C. 20515, and with the Administrative Counsel by e-mail at leases@mail.house.gov.
14. **Estoppel Certificates.** Lessee agrees to sign an estoppel certificate relating to the leased premises (usually used in instances when the Lessor is selling or refinancing the building) upon the request of the Lessor. Such an estoppel certificate shall require the review of the Administrative Counsel, prior to Lessee signing the estoppel certificate. Lessor shall promptly provide a copy of any such estoppel certificate to the Administrative Counsel by e-mail at leases@mail.house.gov.

*Send completed forms to: Administrative Counsel, 217 Ford House Office Building, Washington, D.C. 20515.
Copies may also be faxed to 202-225-6999.*

U.S. House of Representatives
Washington, D.C. 20515

District Office Lease Attachment
(Page 4 of 5 – 115th Congress)

15. **Maintenance of Common Areas.** Lessor agrees to maintain in good order, at its sole expense, all public and common areas of the building including, but not limited to, all sidewalks, parking areas, lobbies, elevators, escalators, entryways, exits, alleys and other like areas.
16. **Maintenance of Structural Components.** Lessor also agrees to maintain in good order, repair or replace as needed, at its sole expense, all structural and other components of the premises including, but not limited to, roofs, ceilings, walls (interior and exterior), floors, windows, doors, foundations, fixtures, and all mechanical, plumbing, electrical and air conditioning/heating systems or equipment (including window air conditioning units provided by the Lessor) serving the premises.
17. **Lessor Liability for Failure to Maintain.** Lessor shall be liable for any damage, either to persons or property, sustained by Lessee or any of his or her employees or guests, caused by Lessor's failure to fulfill its obligations under Sections 15 and 16.
18. **Initial Alterations.** Lessor shall make any initial alterations to the leased premises, as requested by Lessee and subject to Lessor's consent, which shall not be unreasonably withheld. The cost of such initial alterations shall be included in the annual rental rate.
19. **Federal Tort Claims Act.** Lessor agrees that the Federal Tort Claims Act, 28 U.S.C. §§ 2671-80, satisfies any and all obligations on the part of the Lessee to purchase private liability insurance. Lessee shall not be required to provide any certificates of insurance to Lessor.
20. **Limitation of Liability.** Lessor agrees that neither Lessee nor the House nor any of the House's officers or employees will indemnify or hold harmless Lessor against any liability of Lessor to any third party that may arise during or as a result of the Lease or Lessee's tenancy.
21. **Compliance with Laws.** Lessor shall be solely responsible for complying with all applicable permitting and zoning ordinances or requirements, and with all local and state building codes, safety codes and handicap accessibility codes (including the Americans with Disabilities Act), both in the common areas of the building and the leased space of the Lessee.
22. **Electronic Funds Transfer.** Lessor agrees to accept monthly rent payments by Electronic Funds Transfer and agrees to provide the Office of Finance, U.S. House of Representatives, with all banking information necessary to facilitate such payments.
23. **Refunds.** Lessor shall promptly refund to the CAO, without formal demand, any payment made to the Lessor by the CAO for any period for which rent is not owed because the Lease has ended or been terminated.
24. **Conflict.** Should any provision of this Attachment be inconsistent with any provision of the attached Lease or attached Amendment, the provisions of this Attachment shall control, and those inconsistent provisions of the Lease or the Amendment shall have no force and effect to the extent of such inconsistency.

*Send completed forms to: Administrative Counsel, 217 Ford House Office Building, Washington, D.C. 20515.
Copies may also be faxed to 202-225-6999.*

U.S. House of Representatives
Washington, D.C. 20515

District Office Lease Attachment

(Page 5 of 5 – 115th Congress)

25. **Construction.** Unless the clear meaning requires otherwise, words of feminine, masculine or neuter gender include all other genders and, wherever appropriate, words in the singular include the plural and vice versa.
26. **Fair Market Value.** The Lease or Amendment is entered into at fair market value as the result of a bona fide, arms-length, marketplace transaction. The Lessor and Lessee certify that the parties are not relatives nor have had, or continue to have, a professional or legal relationship (except as a landlord and tenant).
27. **District Certification.** The Lessee certifies that the office space that is the subject of the Lease is located within the district the Lessee was elected to represent unless otherwise authorized by Regulations of the Committee on House Administration.
28. **Counterparts.** This Attachment may be executed in any number of counterparts and by facsimile copy, each of which shall be deemed to be an original but all of which together shall be deemed to be one and the same instrument.
29. **Section Headings.** The section headings of this Attachment are for convenience of reference only and shall not be deemed to limit or affect any of the provisions hereof.

IN WITNESS WHEREOF, the parties have duly executed this District Office Lease Attachment as of the later date written below by the Lessor or the Lessee.

City of Columbia, South Carolina

Print Name of Lessor/Landlord

By: *Teresa Wilson*

Lessor Signature

Name: *Teresa Wilson*

Title: *City Manager*

2/26/2018
Date

Congressman James E. Clyburn

Print Name of Lessee

James E. Clyburn
Lessee Signature

12/31/17
Date

From the Member's Office, who is the point of contact for questions?

Name *Bre Maxwell*

Phone (803) *798-1100*

E-mail *bre.maxwell*

@mail.house.gov

This District Office Lease Attachment and the attached Lease or Amendment have been reviewed and are approved, pursuant to Regulations of the Committee on House Administration.

Signed _____ Date _____, 20____.
(Administrative Counsel)

Send completed forms to: Administrative Counsel, 217 Ford House Office Building, Washington, D.C. 20515.
Copies may also be faxed to 202-225-6999.

APPROVED AS TO FORM

JGL 2/20/18
Legal Department City of Columbia, SC



We Are Columbia

MEETING DATE: March 6, 2018

DEPARTMENT: Legal Department

FROM: *Shari Ardis, Legal Office Manager*

SUBJECT: Resolution No.: R-2018-019 - Authorizing the City Manager to execute a Professional Services Agreement between the City of Columbia and Bewegan Technologies, Inc. for management of a Bike Share System

FINANCIAL IMPACT:

STRATEGIC GOALS: Connect the City's neighborhoods and business dist, Foster a healthy quality of life, Provide high quality municipal services

ATTACHMENTS:

- **#a:** Resolution 2018 019 Bike Share System (PDF)
- **#b:** Bike Share Consultant Recommendation Memo (PDF)
- **#c:** 2018 - Professional Services Contract - Bewegen Technologies, Inc. -18000116 (PDF)
- **#d:** Exhibit A Bike Share Approach (PDF)
- **#e:** Exhibit B Map - Bewegen (PDF)
- **#f:** Exhibit C Bike Share Timeline Bewegen (PDF)

RESOLUTION NO.: R-2018-019

Authorizing the City Manager to execute a Professional Services Agreement between the City of Columbia and Bewegen Technologies, Inc. for management of a Bike Share System

BE IT RESOLVED by the Mayor and City Council this ____ day of _____, 2018, that the City Manager is hereby authorized to execute the attached Professional Services Agreement between the City of Columbia and Bewegen Technologies, Inc., or on a form to be approved by the City Attorney, for the procurement, launch, maintenance, operation, financial and business management of a Bike Share System in Columbia, South Carolina.

Requested by:

Assistant City Manager Gentry

Mayor

Approved by:

City Manager

ATTEST:

Approved as to form:



Senior Assistant City Attorney

City Clerk

Introduced:

Final Reading:



We Are Columbia

Date: March 2, 2018

To: Teresa Wilson City Manager
Jeff Palen, Assistant City Manager/Acting City Manager
From: Melissa Gentry, PE, Assistant City Manager for Development
Re: Bike Share Vendor/Consultant Selection and Request for Approval

Request approval of Bewegen as the City's Bike Share vendor/consultant. The attached contract provides for a Bike Share Program to be implemented throughout Columbia. The initial phase of the project will include fifteen (15) stations/hubs and one hundred thirty five (135) bikes. Phase II of the project will expand the program to twenty five (25) stations/hubs and two hundred twenty five (225) bikes. The system will be expandable beyond Phase II and will allow for other partner agencies to work with the City and Bewegen to identify additional locations for stations. There are no upfront or annual costs of the system to the City, as sponsorships and program revenues will be used to cover upfront capital and on-going operation and maintenance costs. The City will benefit from system revenues once all operation and maintenance costs are covered, which will be used for bicycle improvements throughout the City. The City will provide in kind support as needed for the site preparation for the stations.

The system will include a blend of stationary bike hubs as well as virtual hubs. In addition, temporary virtual hubs can be established as needed to support special events taking place throughout Columbia. Bikes will be a blend of traditional bikes combined with Electric Assist bikes, allowing and encouraging use of all levels of skill. The City, Bewegen and program sponsors will work collaboratively to brand and market the Bike Share System.

The Bike Share Program is an important component of the Walk/Bike Columbia Plan that has been an area of priority. We are pleased to be at this juncture and excited about the upcoming implementation of the system. This is a major milestone in the effort to become a healthier and more connected City.

Melissa Smith-Gentry • Assistant City Manager
1737 Main Street • P.O. Box 147 • Columbia, South Carolina 29217
Office: 803-545-0211 • Fax: 803-255-8922 • Email: msgentry@columbiasc.net

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT made this ____ day of _____, 20__, by and between the City of Columbia, South Carolina (hereinafter referred to as the "City") and Bewegen Technologies, Inc. (hereinafter referred to as the "Consultant"), the Consultant will be responsible for all aspects of procurement, launch, maintenance, operation, financial and business management of a Bike Share System in Columbia, SC.

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

I. Scope of Services

Upon written notification by the City to proceed, the Consultant shall complete the scope of services and perform any and all incidental services not specifically set forth, which services are necessary to fully complete the work. The Consultant will receive general direction from the City of Columbia's Planning Department. The Consultant shall perform all technical and other analyses necessary to complete the scope of work.

The Consultant shall be responsible for all aspects of the Bike Share System, except as provided herein, to include an initial fifteen (15) stations/hubs and one hundred thirty five (135) bikes in Phase I. In Phase II, the Consultant shall expand to twenty five (25) stations/hubs and two hundred twenty five (225) bikes primarily serving in downtown Columbia.

The Consultant shall provide the following elements and deliverables as identified in Exhibit A, attached hereto.

A. Pre-Launch Elements

Title Sponsor: The City of Columbia has identified the Title Bike Share Sponsor (the "Title Sponsor"). Prior to any work taking place on the project, the Consultant through the City will work with the Title Sponsor to finalize the sponsorship. In doing so, the Consultant recognizes the Title Sponsor will be highly involved in the branding and marketing of Columbia's Bike Share Program. The Title Sponsor will also be involved in identifying and recruiting other sponsors to ensure such sponsorships align with the mission and purpose of the program.

Site Planning, Design, and Permitting: The City of Columbia will be responsible for all aspects of station planning and site design. As part of the site planning and design, the Consultant will provide the City with a ranked list of preferred detailed locations and the City shall review for feasibility then verify the location with the Consultant at the point when the City will design the station location. The Consultant will not be responsible for these services but will provide equipment site specifications and one round of review and comment on an updated station plan and each site design more fully described in Exhibit B, attached hereto.

Equipment Procurement: The Consultant shall procure (manufacture and/or purchase) and install the entire hardware and software for the front and back of house operations for the term of this Agreement including, but not limited to, all on street system components, and as well as, supplies and equipment for office management, maintenance and distribution. This shall include, but may not be limited to initial

equipment, spare parts, rebalancing trucks, maintenance tools, information technology equipment & software applications, licensing, upgrade assurances, and necessary warranties.

Branding/Marketing/Sponsorship: The Consultant, in collaboration with and under the direction of the City of Columbia and with direct input from the Title Sponsor, will oversee branding, marketing, and membership sales. The Consultant shall be responsible for securing sponsors and advertisers, in consultation with Title Sponsor, to supplement system revenues and the existing title sponsorship. The Consultant shall provide samples of sponsor branding on the equipment and detail the amount of “real estate” on bikes/stations that would be controlled by the Title Sponsor and available to other sponsors or advertisers. The Consultant will collaborate with the City, Title Sponsor, and other partners to create a name for the Bike Share System.

System Liability: The Consultant must be able to assume all liability for the system throughout the term of the contract, including but not limited to providing the following:

A. Indemnify and hold harmless agreements with the City of Columbia and the Title Sponsor;

B. General Liability insurance consistent with requirements of the agency, institution, and/or private landowner and through a credible company or organization (\$1 million per occurrence and \$2 million aggregate);

C. Ability to list all participating institutions, including the Title Sponsor, and/or private landowners as co-insured's on liability insurance;

D. Assurance of financial sustainability through term of contract;

E. Waivers/assumption of the risk documents to be signed by all end users of the bike share system, either when subscribing via the website or as part of the on-site registration process;

F. Umbrella liability policy of at least \$1 million; and

Website and Mobile App: The Consultant shall design, maintain, and host a website and a mobile application that promotes the program and allows users to register, submit secured credit card data, and execute a User Agreement. The Consultant shall ensure the website displays correctly on all major web browsers and mobile devices/formats.

The Consultant shall provide a system to track bicycle and, if applicable, station and dock status. The website and mobile app shall include real-time map updates to allow users to locate stations and/or bicycles.

The Consultant shall use the General Bike Share Feed Specification (GBFS), a standardized data feed for bike share system availability. The mobile app shall be compatible with the latest iOS and Android operating systems.

Walk-Up Utilization: Allow one-time use by walk-up registration at applicable stations or through cell phone registration. Walk-up renters shall be able to register, submit credit card data, and execute a User Agreement and Waiver.

Hire Bike Share Staff: The Consultant shall be responsible for hiring all staff necessary to install prepare, launch and operate the system. The Consultant shall make every effort to include members of traditionally under-served communities in the hiring process.

Customer Service Plan: The Consultant will ensure customer service and a system to aid customers with mechanical issues is available 24/7.

Pricing Structure: The Consultant shall submit a proposed fare structure(s) and briefly describe rationale to the public.

Public Safety and Public Relations Campaign: In advance of the system launch, the Consultant shall work with local partners to lead a public safety and public relations campaign. The campaign should seek to enhance safety for all roadway users, and build local enthusiasm for bike share ridership, membership, and sponsorship. Public Relations will include branding, marketing, traditional and social media and other public relations strategies. Consultant shall work with local partners to lead a public safety and public relations campaign on an annual basis. Additionally, at least twice a year the Consultant will conduct, at a minimum, a thirty (30) day public safety and public relations campaign.

B. Operational Elements

Meetings: A project steering committee consisting of the City, Consultant and Title Sponsor designees will meet as necessary for consultation. Meetings may be as frequent as quarterly.

Launch: The Consultant shall plan and execute a high profile, timely, smooth and effective System launch. The City and its partners desire a System launch on or before August 1, 2018, unless otherwise agreed upon by both parties. Consultant shall provide a feasible timeline for implementation.

Data Reports: At regular intervals, the Consultant shall submit reports that track key performance indicators. Reports should include the following information at a minimum:

- A. Statistics on ridership by station;
- B. Monthly business/financial metrics;
- C. An annual survey of members;
- D. An annual report available to the public and interested stakeholders will also be required;
- E. GPS route data (if available).

Open Data: The Consultant shall provide open content data that will allow third party developers to provide applications to assist users in finding bicycles, and open docks in stations (where applicable).

Rebalancing Plan: The Consultant shall include a plan that demonstrates an understanding of rebalancing issues and how they will be addressed. The plan should include strategies for reducing the need for rebalancing and for minimizing incidents of bikes parked outside of Bike Share Stations or Hubs.

System Maintenance: Maintenance and repair responsibilities apply to all hardware and software components of the bike share system. The Consultant shall be responsible for developing and implementing a regular inspection, maintenance and repair schedule that keeps the system in continuous compliance with all local regulations, partner contracts, and warranty requirements. System maintenance shall include preventive maintenance, inspection and prompt repair or replacement of all system elements including but not limited to

terminals, signs, bicycles, bicycle components, concrete or asphalt beneath stations, solar panels, website, operating system and all software. The System Maintenance will also include inspecting, cleaning and removing graffiti from system structures within 24 hours of discovery, as well as, removal of debris in and around the system structures.

C. Capital Needs

The Capital Needs for Phase 1 include one hundred thirty five (135) custom bike share bicycles and fifteen (15) custom bike share stations. The Capital Needs in Phase 2 will expand to twenty five (25) stations/hubs and two hundred twenty five (225) bikes. The City reserves the right to increase the number of stations/hubs and/or bikes. All capital needs will be provide by the Consultant by means of sponsorship for the program. The Consultant may not commence work under this Agreement until the City approves Title Sponsors.

II. Supplemental or Additional Services

Supplemental or Additional Services may be required of the Consultant by the City or recommended by the Consultant to the City in writing, signed by a duly authorized representative of both organizations, and approved, where applicable, by the City's governing body.

The Consultant must obtain written approval from the City for any Supplemental or Additional Services prior to the work being performed. If the Consultant fails to obtain prior written approval to perform the work, the City is under no obligation to compensate the Consultant for services performed.

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

III. Term of Agreement

This Agreement shall expire, unless terminated earlier as provided for herein, on June 30, 2021. This Agreement may be renewed one (1) additional year at the request of the City.

IV. Schedule for Completion of Services

Time is of the essence. The Consultant shall complete any and all services performed under this Agreement within the timeframe as outlined in Exhibit C, Bike Share Equipment and Operation Program Timeline, more fully described and attached hereto.

If delay is foreseen Consultant shall give thirty (30) days prior written notice to the Purchasing Department. The City has the right to extend delivery date if reasons appear, in the sole discretion of the City, to be valid. The Consultant must keep the City advised at all times of status of the project.

V. Compensation

Compensation to the Consultant will be provided by means of sponsorship of which, the City reserves the right to approve for Phase I, under this Agreement. Title Sponsor will confirm the total compensation for Phase I with Consultant prior to Consultant commencing work under this Agreement.

The Consultant shall provide full operational cost for services to the Bike Share System to include:

- A. 50 Pedelec Bicycles;
- B. 85 Regular Bicycles;
- C. Shipping;
- D. Planning & Installation;
- E. Testing and GoLive.
- F. Hybrid System: 10 stations (2 Kiosk, 8 wayfinding); 5 virtual stations/hubs (or as many as needed); Physical setup for 15 virtual stations/hubs.
- G. 135 recharging docking points;
- H. IT Infrastructure: Website; Mobile App; Back office and
- I. Ongoing Support.

The Consultant will use revenue generated from the bike share system to fund the full Operational and Maintenance cost from the bike share system. Consultant will share profits with the City after operations and maintenance costs have been met. Eighty (80%) percent of profits will be remitted to the City, to be used for bicycle improvements throughout the City. In the event that revenues are not sufficient to cover the operations and maintenance costs, the loss will be entirely assumed by the Consultant.

The Consultant shall provide a five (5) year warranty on all equipment installed for the Bike Share System.

VI. Indemnification, Hold Harmless and Insurance

The Consultant shall indemnify, defend, hold harmless, and reimburse the City, its other agents and employees from and against any and all losses, liabilities, expenses, and all claims for damages relating to or arising out of the performance or failure to perform by Consultant, its sub consultants, officers, agents and employees of any of the Consultant's obligations under this Agreement. Losses, liabilities, expenses and claims for damages shall include, but not be limited to, civil and criminal fines and penalties, loss of use and/or services, bodily injury, death, person injury, or injury to real or personal property, defense costs, legal fees and costs, and attorney's fees.

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

The Consultant shall furnish the City with a certificate showing satisfactory proof of carriage of the insurance required hereunder and such insurance shall be approved by the City prior to the Consultant and any sub consultant of the Consultant commencing any services under this Agreement. The City of Columbia shall be the Certificate Holder and shall be named as an Additional Insured.

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

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

Workers Compensation Insurance: The Consultant shall procure and shall maintain during the life of this Agreement, Workers Compensation Insurance for all employees to be engaged in work on the project under this Agreement, and in case any work is sublet, the Consultant shall require the sub-consultant similarly to provide Worker Compensation Insurance for all of the latter employees to be engaged in such work unless such employees are covered by the protection afforded by the Consultant's Worker Compensation Insurance. The Consultant shall not permit any person who is not protected by Workers Compensation Insurance or a properly approved Self-Insured Workers Compensation Program to perform any activity related to this Agreement.

General Liability Insurance: General Liability Insurance in accordance with the current Columbia Code of Ordinances, which can be located at www.columbiasc.net. The Consultant shall procure and maintain for the duration of the Agreement insurance against claims for any injuries to persons or damages to property, which may arise form or in connection with the performance of the work by the Consultant, his agents, or representatives, employees or sub-consultants.

A. Commercial General Liability Insurance: Coverage in an amount not less the 1,000,000.00 per occurrence, and \$2,000,000.00 aggregate combined single limit for bodily injury, personal injury, and property damage, naming the City of Columbia as an additional insured.

B. Automobile Liability Insurance- \$500,000.00 combined single limit per accident for bodily injury and property damage.

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

A. The Consultant shall provide the City with an Errors and Omissions Liability Policy (E&O Policy). The policy shall cover the City for all sources of liability that would be covered by the latest edition of the standard Errors and Omissions Liability Coverage Form, as filed for use by the City of Columbia, without the attachment of restrictive endorsements.

B. Notice of Cancellation and/or Restriction: The policy must be specifically endorsed to provide the City with thirty (30) days' notice of cancellation, non-renewal, change in coverage, and/or restriction.

The Consultant shall furnish the City with a certificate showing satisfactory proof of carriage of the insurance required hereunder and such insurance shall be approved by the City prior to the Consultant and any subcontractor of the Consultant commencing any services under this Agreement and this insurance shall remain in effect throughout the term of this Agreement and any renewals. Insurance shall remain in effect for the duration of the project and for a period of one (1) year after completion. The City of Columbia shall be the Certificate Holder and shall be named as an Additional Insured, except the City shall not be names as Additional Insured on Consultant's Professional Liability and Workers Compensation insurance.

VII. Permits and Licenses

The Consultant shall be responsible for obtaining any approvals, permits and/or licenses as may be required of the Consultant in performing the services required under this Agreement. The Consultant shall be responsible for any costs relating to same.

The Consultant shall be responsible for identifying the need for and providing any applications and supporting documentation to the City for any approvals and/or permits required of the City in order for the Consultant to perform the services required under this Agreement. Such approvals and/or permits may include, but not necessarily be limited to, SCDHEC Construction Permits, SCDHEC Stormwater Management for Construction Sites Permits, SCDHEC Water Resources Permits, Corps of Engineers Permits, City/County/SCDOT Encroachment Permits, Encroachment Permits for other utility rights-of-way and Railroad Right-of-Way Encroachment Permits/Agreements. The City shall obtain the approvals and/or permits identified by the Consultant and pay any costs relating to same.

The Consultant shall answer questions and consult with the City and/or appropriate authorities as necessary to assist the City's efforts in obtaining required permits/approvals.

The Consultant shall procure a City of Columbia Business license while performing services under this Agreement.

VIII. Duties upon Termination

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

IX. Termination of Agreement

The City may terminate this Agreement at any time upon any of the following grounds:

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

F. By mutual agreement.

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

X. Ownership of Project Documents

All data, documents or other information of any description generated by or used by the Consultant or any sub-consultant retained by the Consultant and related to the services required by the Agreement shall be the property of the City and shall not be used by the Consultant for any purpose whatsoever except to perform the services required by the Agreement.

All reports, drawings, specifications, documents, and other deliverables of Consultant, whether in hard copy or in electronic form, are instruments of service for this PROJECT, whether the PROJECT is completed or not.

XI. Notice

Written notice to the City shall be made by placing such notice in the United States Mail, postage prepaid and addressed to: Purchasing Agent/Director of Procurement and Contracts, c/o City of Columbia, P.O. Box 147, Columbia SC 29217.

Written notice to the Consultant shall be made by placing such notice in the United States Mail, postage prepaid and addressed to: Bewegen Technologies, Inc., 9095 25th Avenue, Saint-Georges, Quebec G6A 1A1, Canada.

XII. Non-Discrimination in Contracting/Equal Opportunity Employment Policy

In carrying out the services under this Agreement, the Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation or national origin. The Consultant shall take affirmative action to ensure equal employment opportunities for all applicants for employment, without regard to their race, creed, color, religion, ancestry, sex, sexual orientation, national origin, disability or other handicap, age, marital status, or status with regard to public assistance. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the government setting forth the provisions of this nondiscrimination clause. The Consultant will incorporate these nondiscrimination requirements in all subcontracts for services under this Agreement.

XIII. ASSIGNABILITY/SUB-CONSULTING

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

The Consultant shall furnish and cause each of its sub-consultants to furnish all information and reports required hereunder.

XIV. INDEPENDENT CONTRACTOR

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

XV. INTEREST OF CONSULTANT

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

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

XVI. ETHICS

Consultant, for itself and on behalf of any sub-consultant(s), acknowledges that they are subject to the provisions of the 1991 Ethics Reform Act (S.C. Code Ann. §8-13-100, et seq, as amended). Under this Act, a person may not, directly or indirectly, give, offer, or promise anything of value to a public official, public member, or public employee with the intent to:

- A. Influence the discharge of a public official's, public member's, or public employees official responsibilities;
- B. Influence a public official, public member, or public employee to commit, aid in committing, collude in, or allow fraud on a governmental entity; or
- C. Induce a public official, public member, or public employee to perform or fail to perform an act in violation of the public official's, public member's, or public employee's official responsibilities.

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

XVII. SEVERABILITY

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

XVIII. COMPLIANCE WITH LOCAL LAWS

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

The Consultant shall be responsible for obtaining any approvals, permits and/or licenses as may be required of the Consultant in performing the services required under the Agreement. The Consultant shall be responsible for any costs relating to same.

The Consultant shall procure and maintain a City of Columbia business license while performing services under this Agreement.

IXX. PERSONNEL

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

The Consultant represents that Consultant has, or will secure at Consultant's own expense, all personnel required in performing the services under the Agreement.

XX. GOVERNING LAW

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

XXI. BREACH / WAIVER

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

XXII. REMEDIES

The Consultant shall only be entitled to the actual direct costs of all labor and material expended on the services required under the Agreement prior to the effective date of the termination. In no event shall the Consultant be entitled to anticipatory profit or damages for any termination under the Agreement. In no event shall the Consultant be entitled to assert a claim in quantum merit or any other measure of damages other than that stated herein.

XXIV. SUCCESSORSHIP

The Agreement shall be binding upon the Consultant and upon its successors and assignees.

XXV. WHOLE AGREEMENT

The Agreement represents the entire Agreement between the City and the Consultant and supersedes all prior communications, negotiations, representations or agreements, either written or oral. Only written Amendment signed by both the City and the Consultant may amend the Agreement.

XXVI. COPYRIGHT

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

XXVII. Miscellaneous

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

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

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

The Agreement is subject to City Council approval.

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

CITY OF COLUMBIA, SOUTH CAROLINA

Witness

By: _____
Title: City Manager Date

BEWEGEN TECHNOLOGIES, INC.

Witness

By: _____
Title: Date

Bewegen.2017.Bike.Share.System.Draft7 3.2.18.kr

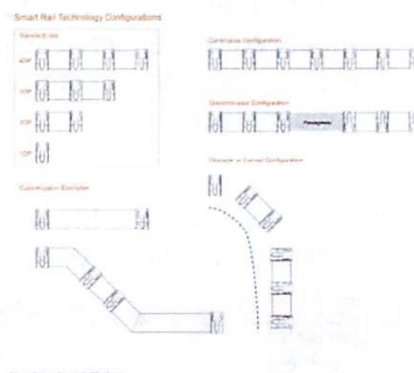
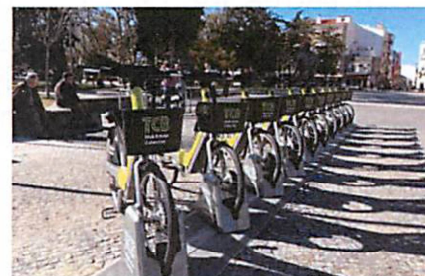
APPROVED AS TO FORM
3/2/18
Legal Department City of Columbia, SC

A. Pre-Launch Elements

1. Site Planning, Design, and Permitting

As per the RFP, the City of Columbia will be responsible for all aspects of station planning, site design, and permitting. Bewegen's Architect and Urban Planner Gil Ribeiro will provide equipment site specifications and one round of review and comment on an updated station plan and each site design.

The Bewegen system prioritizes **adaptability** and **flexibility** at every stage of the design and implementation process. Our regular bikes can be up retrofitted to include Pedelec technology at a minimal cost. Bewegen's unique Smart Rail technology precludes the need for heavy machinery. The anchor system is thin and can be assembled onsite, with the kiosks and docks being mounted directly to the Smart Rail. This provides additional flexibility by eliminating the requirement for excavation or trenching work. Beyond all of this, Bewegen stations require minimal anchoring, making them easy to remove, re-install, or reconfigure. The modularity of Bewegen's system ensures that the equipment can be adapted to meet any and all requirements.



Bewegen's Smart Rail technology can be configured in a variety of manners to suit the specific needs of urban space. Continuous configuration is the most common formation, however there are also customization options for discontinuous configurations, curved configurations, obstacle configurations and various additional station formation possibilities.

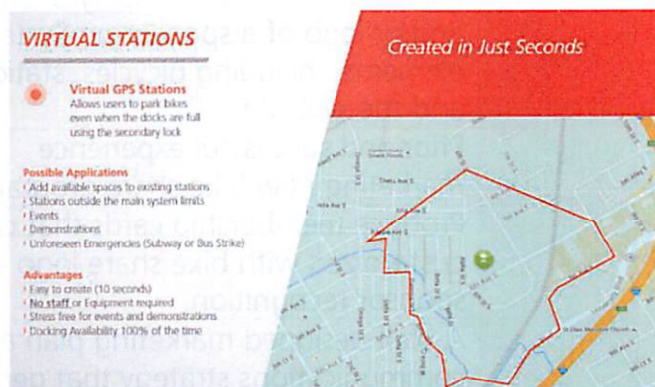
2. Equipment Procurement

Bewegen will procure and install entire hardware and software for front and back of house operations for the term of the agreement. Detailed information about the proposed hardware is included in the section entitled "**C. Capital Needs**".

For the City of Columbia system, Bewegen proposes a hybrid system with **10 physical stations** that are supplemented by virtual stations to ensure bike share service to all desired neighbourhoods. Our team believes that having defined docking stations (both physical & virtual) will be an integral part of the system, helping to maintain order throughout the program area.

Bewegen's urban planning experts estimate 5 virtual stations in defined areas will be required for phase 1 (15 station total). Additional virtual stations will be included **FREE of charge**. Bewegen's station installation includes all urban planning and physical markings for virtual station areas.

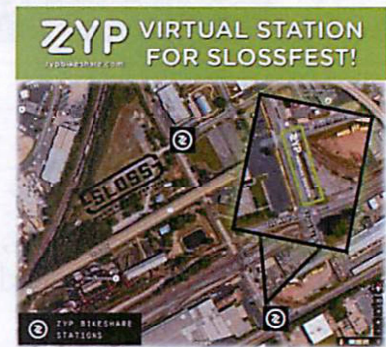
The rationale for proposing this system is that Bewegen's virtual station technology allows for maximum **flexibility** and **lower capital costs**.



In addition to creating defined physical & virtual station areas, Bewegen can also incorporate **free-floating virtual areas** in specific zones (e.g. University campus) during certain periods (e.g. 9AM – 5PM). These free-floating areas are a practical way to provide greater system coverage and increased user satisfaction. Bewegen's advanced smart bike technology provides additional system flexibility, and Bewegen will use this technology ensure that all system objectives are met.

To ensure the proper charging of every bicycles, Bewegen will utilize **recharging trailers** for our redistribution cycles. This advanced system accomplishes the essential tasks of station rebalancing, returning out-of-station bikes, and bicycle charging.

Virtual station technology is practical for any **special event** or activities that require additional bike share support. Virtual stations also provide an ideal solution for situations where a customer wants to return their bicycle to a full physical station. The customer simply contacts customer services, who will create a virtual station within the area, and the customer can then dock the bike using the secondary lock.



Example of temporary virtual station for special event

3. Branding/Marketing/Sponsorship

Bewegen will oversee branding, marketing, and membership sales in collaboration with and under the direction of the City of Columbia with direct input from the title sponsor.

Columbia Bike Share – Marketing Minimum Requirements			
Appendix VII Requirement	Description:	Bewegen System	Requirement Met:
Required Elements			
1.	Develop a marketing strategy for operating the system, including personnel, materials used, projected costs, etc.	④ Full marketing strategy developed, overview included below.	☑
2.	Provide the ability to display one names and/or logo of a sponsor on System elements, including bicycles, stations, and the website	④ Specific space for sponsorship on bicycles, stations, website, app.	☑
3.	Prior and successful experience marketing new bike share programs.	④ Experienced personnel in bike share marketing.	☑
4.	Produce membership cards that can be customized with bike share logo and sponsor recognition;	④ Membership cards customizable with logo	☑
5.	A well-designed marketing plan and communications strategy that generates enthusiasm prior to system launch and has ongoing elements;	④ Full marketing strategy developed, overview included below.	☑
6.	A satisfactory public relations emergency response to address a fatality or serious injury; and	④ Standard Operating Procedures (SOPs) created for emergency response situations.	☑
7.	A quarterly report analyzing system operations including age statistics, origin and destination data, and new subscribers.	④ Confirmed that quarterly reports will be submitted that meet requirements.	☑

Desired Elements			
1.	Provide the ability to display more than one name and/or logo of a sponsor on each System element, including bicycles, stations, and the website	④ Specific space for sponsorship on bicycles, stations, website, app.	☒
2.	Work with a local public relations firm to ensure marketing is sufficiently tailored to the Columbia market;	④ Bewegen can work with local PR firm to ensure specifically tailored marketing	☒
3.	Capability to generate significant free and/or paid publicity on local and national television, radio, print, internet and other outlets; and	④ Bewegen's innovative systems have generated significant amounts of free publicity via television, print, internet, etc.	☒
4.	Strategy for reaching out to major employers, institutions or neighborhood groups to offer bulk discounted memberships	④ Options for corporate membership plans, experience implementing these plans.	☒

To ensure full marketing support, Bewegen will provide dedicated personnel to promote the new system. Bewegen's expert marketing and sponsorship team will ensure that the bike-share system is both attractive and sustainable. Key stages of Bewegen's system marketing are the **Initial Campaign**, **Launch Stage**, and **Ongoing Marketing**.

Initial Campaign

The initial campaign strategy will be implemented to create **widespread awareness** of this new program. We will start with an official announcement that includes multiple public relations initiatives. Following this, our on-street team will present the system and have users experience the bike-share and provide feedback.



This campaign will be complemented with a traditional media campaign, online presence, social media efforts, as well as other public relations initiatives. Bewegen's experienced staff will help at every stage of marketing and public outreach. The main steps are: (1) initial bike-share announcement, (2) public and stakeholder outreach, (3) pre-launch public trials and input, and (4) early adopter campaign and membership drive

Launch Stage

The launch event is a key element, since this is typically the moment where a bike-share system attracts the most attention. It is important to plan not only a conference, but a **full-scale launch event**. At this launch, local politicians, influencers and sponsors must be present. Furthermore, we would include a public segment to this launch in order to involve the local community. This will create greater local ownership and responsibility towards the system.



To complement the launch event, we will add a complete marketing/communications strategy that increases the organic visibility brought upon by a launch event. The main steps are: (1) social media outreach, (2) media tour, (3) web initiatives, and (4) PR & communications.

The ongoing marketing phase is essential in order to grow the membership base and retain existing members. This phase also serves as an important time to effectively communicate key system and safety information.

Keeping constant communication with the public is essential to ensure ongoing sustainability of the bike-share system. Ongoing marketing will ensure that continual communication is achieved through initiatives such as a traditional media campaign, web marketing, social media efforts, public relations, and local organization outreach.



Sponsorship & Advertising Details

Bewegen works in partnership with Effix Inc. for sponsorship acquisition, a firm with extensive marketing experience who have represented a large array of successful organizations, including the Montreal Canadiens NHL team. In terms of bike-share experience, Effix was retained by PBSC of Montreal in 2010 to serve as its broker for advertising and sponsorship of bike share systems. Effix sold bike-share sponsorship in major cities including Montreal, Toronto and New York City as part of this initiative. As in those cities, Effix would use the bicycles, stations and integrated advertising panels to produce sponsorship revenues.

WHO WE ARE	OUR TEAM	RELATIONSHIPS	BIKE SHARE EXPERIENCE
Leading sponsorship agency in Canada with over 30 years of experience in sports and entertainment Exclusive corporate partnerships representative for: SEB, BEWEGEN, OSHEAGA Managing over 60 million in sponsorship per year	FRANÇOIS-KAVIER SEGNEUR President and Founder Over 30 years of experience in sports sponsorship HUBERT RICHARD President Over 10 years of experience in corporate sales and management consulting LUCIE CAROLA Manager Over 10 years of experience in corporate sales and development of strategic alliances ELISABETH SEGNEUR Project Manager Over 10 years of experience in corporate sales and development of strategic alliances	Over its 30 years of existence, Effix has taken great pride in establishing durable and effective business relationships with some of the most renowned organizations (such as): Logos of various sponsors including P&G, Delta, American Express, FedEx, etc.	Extensive knowledge in securing, contracting and servicing major partnership agreements with high profile clients Successful completion of multiple bike share system initiatives Sponsorship mandates of bike share systems in the following cities: Map showing bike share systems in Montreal, Toronto, and New York City.

The Bewegen and Effix teams are experienced in finding quality and appropriate sponsors for bike-share systems. The basic strategy is to compile the details of bike-share operations, features, opportunities, and sponsor benefits. A strong and comprehensive sponsorship proposal will then be presented to a number of well-targeted companies. Our team will also be sure to work partnership with the City to communicate all potential opportunities and ensure that the sponsor is appropriate for the local community.

Bewegen **bicycles** include **three large advertising spaces**, with two (2) spaces available on either side of the rear fender as well as one (1) the front basket. Bewegen bicycles can also be painted to match specific requests for colors, including requests to match sponsorship requirements. Powder coating of any color, as well as decal installation at the factory, is also available. Beyond all of these options, Bewegen bike screens can also be customized to display a sponsor's logo.



Each station includes numerous elements which can be used for advertising, displaying sponsorship name and/or logo. Potential areas that can be used include: (1) docking point, (2) station naming area, (3) wayfinding/advertising panel, (4) membership FOB/card, (5) kiosk receipt. Bewegen's website, mobile application, and kiosk computer are all customizable, and provide space for advertising or to display a sponsor's logo.

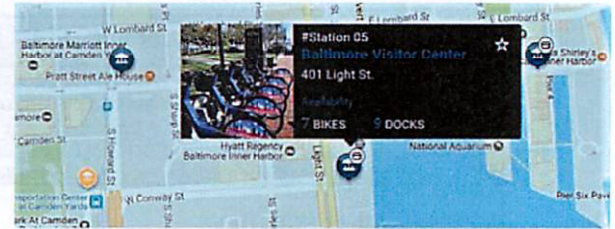


Bewegen understands the importance of having proper insurance coverage for all of our bike-share systems. To demonstrate our commitment to the project, included below is a certificate of insurance for the City of Columbia that meets the minimum requirements specified in the RFP.

ACORD.		CERTIFICATE OF LIABILITY INSURANCE			DATE: (YY/MM/DD) 2017/04/19	
This is to certify that the policies of insurance listed below have been issued to the insured named above for the policy period indicated, notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain. The insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies. Limits shown may have been reduced by paid claims. IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy (ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).						
PRODUCER VÉZINA ASSURANCES INC. A Marsh & McLennan Agency LLC Company 4374, Pierre de Coubertin Montréal (Québec) H1V 1A6				This certificate is to certify that the policies of insurance listed below have been issued to the insured named above for the policy period indicated. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies. Limits shown may have been reduced by paid claims.		
				COMPANIES AFFORDING COVERAGE		
				Insurer	A	RSA (Royal Sun Alliance) - Best Rating: A
				Insurer	B	TRAVELERS - Best Rating: A++
				Insurer	C	SOVEREIGN - Best Rating: A-
				Insurer	D	SUM INSURANCE (Aviva 43% / Everest Ins. 27% / Int'l Ins. Co. of Hannover 20% / Certain Und. At Lloyd's 10%)
				Rating A		
INSURED TECHNOLOGIES BEWEGEN INC. 9095, 25e Avenue St Georges de Beauce (Québec) G6A 1A1						
COVERAGES						
INSR LTR	Type of Insurance	Policy Number	Policy Effective Date (mm/dd/yy)	Policy Expiration Date (mm/dd/yy)	Limits	CDN US ☒
A	GENERAL LIABILITY	COM048308	10/01/2016	10/01/2017	General aggregate	\$1,000,000
	☒ Commercial general liability	623			Products comp/op agg.	\$1,000,000
	☐ Claims made ☒ occur.				Personal & adv. injury	\$1,000,000
	☒ Owner's & contractor's prot.				Each occurrence	\$1,000,000
	☒ Non-owned autos				Fire damage (any one fire)	\$included
	☒ Employer's liability				Med. Expense (any one person)	\$25,000
B	AUTOMOBILE LIABILITY	AUTO119411	10/01/2016	10/01/2017	Combined single limit	\$1,000,000
	☐ Any auto				Property damage	\$included
	☐ All owned autos				Bodily injury (per person)	\$included
	☐ Scheduled autos				Bodily injury (per accident)	\$included
	☒ Hired autos					
	☐ Non-owned autos					
C	ERRORS AND OMISSIONS TECH LIABILITY	INT79155250	2016-10-08	2017-10-08	Limit per claim	\$5,000,000
	☒ Claims made				Aggregate	\$5,000,000
D	UMBRELLA LIABILITY	SUM-UMB-02508-001	10/01/2016	10/01/2017	Each occurrence	\$4,000,000
	☒ Umbrella Form				Aggregate	\$4,000,000
	☐ Other than Umbrella form					
	WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY	Refer to document provided by the CSST in the province of Quebec			Statutory limits	
	The proprietor/ ☐ incl. Partners/executive				Each accident	\$
					Disease-Policy limit	\$
					Disease-Each employee	\$
OTHER: UPON CONTRACT AWARD: "City of Columbia" will be added as additional insured under the General Liability RSA policy #COM048308623 but solely with respect to liability arising out of the operations/products of the Named Insured for "RFP018-16-17-LRL Request for Proposal for Bike Share System"						
Description of operations/locations/vehicles/special items: Manufactures, designs, assembles and distributes of Electrical Bike Sharing system including electrical bicycle, accessories, bicycle frames, sharing system, propulsion motor & system						
Certificate Holder City of Columbia 1136, Washington Street, 4 th Floor Columbia, South Carolina 29201				Cancellation Should any of the above described policies be cancelled before the expiration date thereof, 30 days notice will be delivered in accordance with the policy provisions. Authorized representative VÉZINA ASSURANCES INC.  Julie Desjardins, CIP		
ACORD 25 (2010/05)				ACORD CORPORATION 1998		

Bewegen offers our clients a full website solution. Our technology is not only **intuitive and simple to use** for customers, it is also **easily customizable** to meet a variety of requirements including color & branding specifications.

Bewegen's website is accessible from desktop computers, PDAs, tablets and smartphones using a browser. Further, our platform does not make use of flash, and displays immediately and correctly on all major web browsers. The standard Bewegen website displays a **live system map** that updates bicycle and station availability in real time. Users are able to register for membership, pay, and accept a disclaimer directly on the website.



Live-Updated System Map

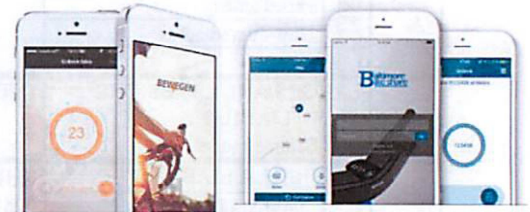
Key features of the Bewegen website include:

- ④ Safety information & laws
- ④ Full system map (live updated)
- ④ Sponsorship information
- ④ Bicycle and station information
- ④ Accessing user profile
- ④ Viewing & modifying account information
- ④ Checking billing information
- ④ View distance travelled, calories burnt, etc.
- ④ Display of live-updated system statistics
- ④ Contacting customer service

For an example of a website for a Bewegen system, please visit our website for the Zyp Bike-Share system in Birmingham at www.zypbikeshare.com, or the website for Baltimore Bike Share at www.bmorebikeshare.com.

Mobile Application

Bewegen has created the ultimate bicycle-sharing mobile application for its system that can be customized to match system colors & branding. The application is available to download on all major platforms. The application displays a **live system map** that updates bicycle and station availability in real time. Users are able to register for membership and accept a disclaimer using the application.



The mobile application is an important part of the proposed hybrid system for the City of Columbia. It provides an intuitive and simple way for clients to register and access the system without any requirement for physical infrastructure. Instruction can be printed on the bicycles to ensure quick access to the application. Our application has seen high usage rates, with up to **60%** of all bicycle unlocks coming from the mobile application for the Baltimore system.

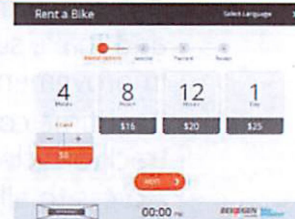
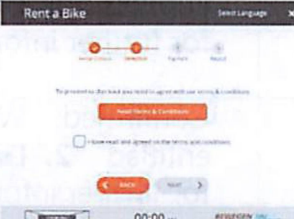
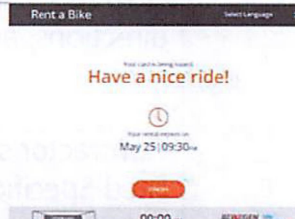
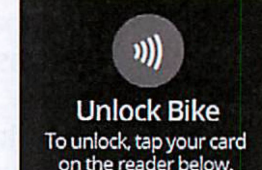
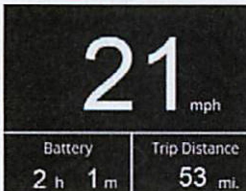
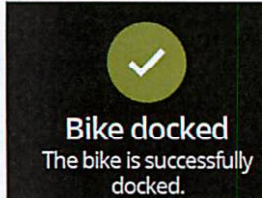
Key features of Bewegen's mobile application include:

- ④ Unlocking bicycle
- ④ Viewing full system map (live)
- ④ Accessing user profile
- ④ Viewing previous ride routes and times
- ④ Viewing and modifying account information
- ④ Checking billing information
- ④ Keeping track of ride time.
- ④ Viewing distance travelled, calories burnt, etc.
- ④ Sharing riding accomplishments
- ④ Contacting customer service

Columbia Bike Share – IT Minimum Requirements

Appendix VII Requirement	Description:	Bewegen System	Requirement Met:
Required Elements			
1.	Ongoing management of website, mobile app, and related technical issues;	④ Full IT management & support provided.	☒
2.	Data security, especially for financial data, user names, and addresses, that is Payment Card Industry (PCI) compliant;	④ PCI compliant. Documentation confirming compliance will be produced upon request.	☒
3.	A mechanism for users to report problems and make suggestions for system improvement;	④ Users can report problems using the kiosks, website and mobile application.	☒
4.	Real-time communication with stations to track bicycle and hub status;	④ Real-time communication with all system elements.	☒
5.	Access to all registration and travel data with the ability to relay data for use in custom reports based on any station or combination of stations; and	④ Confirmed. View section entitled " 2. Data reports " for further information.	☒
6.	Ability to collect survey information and customer satisfaction ratings.	④ Confirmed. View section entitled " 2. Data reports " for further information.	☒
7.	Map of station locations with address, directions, and transit information;	④ Full map, customizable to include local points of interest, transit information, etc.	☒
8.	Contractor shall use the General Bike Share Feed Specification (GBFS), a standardized data feed for bike share system availability.	④ Confirmed.	☒
9.	Provide iOS and Android App with real-time map updates to allow users to locate stations and status of bicycles.	④ Full system map live updated with bicycle and station availability	☒
Desired Elements			
1.	Capacity to convey bicycle safety information, laws and/or warnings affecting bicyclists (Ex: Brief safety and "rules of the road" video and interactive test)	④ Pre-determined space for safety information, laws, warning, etc.	☒
2.	Ability for website to accept and/or allow user to change annual subscriptions;	④ Function available on both website and mobile app.	☒
3.	Capacity for user to track number of available bikes and open docking points in each terminal via web page and/or mobile device;	④ Full system map live updated with bicycle and station availability	☒
4.	Interactive map showing status of bicycles at stations;	④ Full system map live updated with bicycle and station availability	☒
5.	Spanish language options on all website; and	④ Multiple language options available, including Spanish.	☒
6.	Phone contact information prominent on website.	④ Confirmed.	☒

Users are able to register for membership, submit credit card data, and accept a user agreement using Bewegen's mobile application and website. In addition to this, Bewegen's payment kiosks also offer users the option to register as members of the system, submit credit card data, and accept a user agreement directly at the station. The kiosk has card printing technology to provide the user with a membership token immediately upon registration. The following tables provide insight as to how this functions from a user perspective.

User Perspective: Kiosk Registration Process			
Step 1: Customer selects "Rent a Bike" from the home screen.		Step 2: Customer chooses rental policy	
Step 3: Customer agrees to the Terms and Conditions		Step 4: Customer inserts payment method	
Step 5: Essential system information displayed		Step 6: RFID card issued to customer	
User Perspective: Bicycle Rental Process			
Step 1: Customer retrieves either (1) RFID fob/card or (2) mobile phone		Step 2: Customer unlocks bike by (1) tapping the card/fob on handlebar or (2) entering bike number in mobile application.	
Step 3: Customer removes the bike. This is achieved by simply pulling the bike out of its docking point.		Step 4: Customer commences ride.	
Step 5: Customer views bike screen for current speed, battery level and trip distance. The screen can also be programmed to display a timer.		Step 6: Customer can use secondary lock to make a quick stop on their journey	
Step 7: Customer returns the bike by pushing it into a free docking point		Step 8: Audio & visual confirmation on the bike screen that it has been successfully docked.	

Columbia Bike Share – Staffing Minimum Requirements			
Appendix VII Requirement	Description:	Bewegen System	Requirement Met:
Required Elements			
1.	A dedicated Project Manager with prior experience working in bike share operations for a minimum of 3 years in multiple locations must be assigned to the project;	④ View previous section entitled “Expertise in Project Management”	☒
2.	An Operations Manager with prior experience working on bike share programs;	④ CEO Jim Duffney & Jamie Nieves have experience operating bike share systems in the United States	☒
3.	A structure for operations including hiring and training bike mechanic(s), station mechanic(s) and technician(s) necessary to adequately operate and maintain the system;	④ Full hiring and training structures in place.	☒
4.	Staff who are present to provide prelaunch membership marketing, management and customer service; and	④ Confirmed.	☒
5.	All staff must have adequate prior experience in their respective roles and a proven track record for excellence.	④ Bewegen staff have strong background of experience. Further details included in previous section “D. Qualifications & Experience”	☒
6.	All local staff members of the operator must be adequately trained to address safety, emergency, maintenance and customer support issues before the service is launched, preferably with the ability to respond without loss of service as the system expands.	④ Staff trained to address safety, emergency, maintenance and customer support issues before the service is launched, with the ability to respond without loss of service as the system expands	☒

Personnel Recruitment Plan

For each bike-sharing system that is implemented by Bewegen, our team orients itself towards training and sustaining a local workforce. Indeed, our stations are specifically designed with items that can be assembled locally, meaning that local staff can be employed to install, remove, and reinstall the bike-share equipment. To guarantee that our systems meet high service levels, Bewegen follows rigorous personnel recruitment and training plans. This results in systems that are feasible from the very beginning, and remain sustainable throughout their lifespan.

Personnel Recruitment Plan: Identify Strategy

Begin by **identifying the strategy** and future requirements of the project. The purpose of establishing the strategy is to guide whether additional employees are required to reach objectives. It is therefore essential to assess the goals of any future initiatives in reference to the overall objectives. Clear identification of the strategy and direction also helps to contextualize the hiring of additional personnel in the future.



It is also important to identify any existing pressures and opportunities for the project. This involves close consideration of the competition, technology, customer base, economics and workforce changes in the bike-sharing industry. It is equally important to identify the aspects of the business that require improvement, and implement these considerations into subsequent manpower recruitment processes.

Personnel Recruitment Plan: Employment Analysis

Once the strategy and requirements have been established, an **employment analysis** is conducted. The purpose of the employment analysis is to assess and specify the exact workforce requirements for the project. The employment analysis stage can be broken down into three (3) basic steps.



1. Review Current Workforce.
 - a. Assess current personnel in terms of knowledge, skills, experience, and task efficiency
 - b. Consider the current levels of employee contribution against project objectives
 - c. Devise a plan to reorganize current workforce with new personnel
2. Identify Gaps in Skills & Knowledge
 - a. Identify knowledge and skills required to accomplish project objectives
 - b. Note gaps in skills/knowledge in current workforce
 - c. Ask current employees for input as to where additional support is required
3. Establish Basic Elements of New Position
 - a. Create a draft of the job description to guide future hiring processes
 - b. Set appropriate salary range to help determine feasibility

Personnel Recruitment Plan: Hiring Feasibility & Recruitment

It is important to maintain a realistic vision of the **feasibility** of recruiting new personnel. Three (3) basic questions must be fully investigated by the company before endeavoring to employ new personnel.



1. What are the costs of hiring?
 - a. Labour costs (salary, employee benefits, etc.)
 - b. Recruitment costs (advertising, training, etc.)
2. What are the benefits of hiring?
 - a. Improved efficiency/revenues
 - b. Improved workforce morale
3. What are the risks of NOT hiring?
 - a. Loss of overworked employees
 - b. Loss of new skills/knowledge

Following a determination of the hiring feasibility, the project can move forward with the **recruitment of personnel**. If there is no capacity or resources to hire new personnel, a re-evaluation of the strategy and objectives is in order. All employees will undergo extensive training prior to the system launch in order to meet high system service standards. Support for training includes full on-site training sessions, training & service manuals, and 24/7 IT support.

Training Plan

Bewegen implements a **Train the Trainer Program** for new bike-share systems. The goal of this program is to provide comprehensive training to local personnel, ensuring that employees at every level have the skills and knowledge to train future incoming staff. This comprehensive program includes essential information as to the installation of equipment, commissioning of equipment, maintenance and repair of all assets, back office operations and customer service. A **full team of experienced professionals** will be sent ahead of the system launch date to enact the Train the Trainer Program. The following are some of the key staff that can be made available to provide expert training:



Maxime Baron Fournier
Electrical Engineer

- ⚡ Mr. Fournier is an electrical engineer who directly participated in the design and set-up of all electrical components of Bewegen's bicycle and station kiosk.
- ⚡ Strong academic and technical background to provide high quality instruction on the installation, operation and maintenance of technical equipment.
- ⚡ Led electrical installations for Bewegen's U.S. systems in Birmingham and Baltimore, as well as Wolfsburg (Germany) and Lagoa (Portugal).



Steven Minty
Coordinator, Technical Services

- ⚡ Mr. Minty comes from a rich background of experience in the fields of bike-sharing operations and implementation, having provided extensive training for station and kiosk installation.
- ⚡ Led and participated in over 23 onsite bike-share implementations, including: Montreal, New York, Chicago, Chattanooga, Washington DC, Aspen, Boston, Guadalajara, and London.
- ⚡ Currently coordinates technical services as installation team leader for Bewegen's U.S. systems in Birmingham, Richmond, Baltimore, as well as Wolfsburg (Germany), and Lagoa (Portugal).



Marie-Hélène Houle
Coordinator, Communications & Development

- ⚡ Mrs. Houle is a communications expert with extensive experience providing training for customer service and IT solutions for bike-share systems.
- ⚡ Involved in over 19 bike-share projects, including: Montreal, Boston, London, New York, Chicago, San Francisco, Toronto, Washington DC, Melbourne, and Minnesota.
- ⚡ Specialized experience training for back-office IT solutions, having worked in the development of Bewegen's IT solution.
- ⚡ Currently oversees coordination, support and the IT solution development schedule for Bewegen's U.S. systems in Birmingham, Richmond, Baltimore, as well as Wolfsburg (Germany), and Lagoa (Portugal).

Corps Logistics is a Veteran-Owned Business (DBE) with experience **working with local community organizations** to hire veterans for the bike-share operations. For example, for the implementation of the Baltimore system, Corps Logistics will be working with non-profit organization Baltimore Station to provide employment for local veterans who are currently homeless.



These efforts make an impact in the local community, and news stories covering the Baltimore bike-sharing announcement made specific note of the local job opportunities being created by the bike-share system. Please note that employees will be vetted by the Department of Veteran Affairs to ensure top quality system personnel.

Bewegen recommends the following staffing levels to sustain the City of Columbia bike share program.

Position	Role	Staffing Level
Bike Mechanic	⚡ Bicycle maintenance specialist	1 FTE
Bicycle Redistributor/Maintenance	⚡ Clean/distribute system	3 FTE
Marketing	⚡ Dedicated marketing personnel	0.5 FTE



The Bewegen team recognizes that customer satisfaction is central to ensuring a successful program, and have developed a solution to immediately aid users in need. Bewegen's back office includes full customer service functionalities, including: user account management, membership data, customer complaint management, and financial reports of memberships & fees. Beyond this, the bikes are able to self-report major issues and the bike screen can be used to issue alerts. Bewegen will establish a local customer service line for the bike-share system that is operational during regular business hours. Overflow of calls will be automatically forwarded to Bewegen's national call centre for the United States located in Baltimore (Maryland).



Columbia Bike Share – Customer Service Minimum Requirements

Appendix VII Requirement	Description:	Bewegen System	Requirement Met:
Required Elements			
1.	A system to immediately aid users with mechanical issues and/or injuries;	④ Standard operating procedures exist to aid users and respond to emergencies/injury.	☒
2.	Customer service available 24/7 preferable, otherwise at all hours that the rental system is available;	④ Customer service can be made available 24/7	☒
3.	Customer service phone number on every bike with durable, weather resistant labels.	④ Confirmed	☒
Desired Elements			
1.	Ability to send out electronic messages to all subscribers (who do not opt out of such communication) to relay safety, service and event notifications	④ Confirmed	☒

9. Pricing Structure

Bewegen made pricing and membership flexibility a priority. Our system allows for the use of discount codes, which are ideal for special promotions and memberships (e.g. student, low-income).

A proposed pricing structure is included based on our team's years of experience in the bike share field. Please note that this structure can be modified to meet the requests of the City of Columbia.



Safety is a primary concern for many prospective cyclists, and Bewegen works hard to ensure that our systems are up to the highest standards, working hard for the security of each individual user, as well as those around them. Our team will take various measures to increase bicycle awareness and enhance roadway safety for all users, and work with the region to ensure that this will be done according to their preferences.



An effective means to transmit safety information is through an official **Public Safety Campaign**. The campaign will seek to enhance safety for all roadway users, and build local enthusiasm for bike share ridership, membership, and sponsorship. Public Relations will include branding, marketing, traditional and social media and other public relations strategies.



Clearly visible safety and instructional messaging is posted on decals that are situated on the bicycle handlebar covers. The customizable bike screen can display any safety information or local laws. Beyond this, safety information can be integrated with all of the public communications included in Bewegen's initial campaign and bike-share promotion.

Columbia Bike Share – Safety Minimum Requirements			
Appendix VII Requirement	Description:	Bewegen System	Requirement Met:
Required Elements			
1.	Availability of safety information on the website, terminals and subscription agreement with regard to the importance of helmets;	④ Confirmed	☒
2.	Stations must have the capacity to convey safety information and laws affecting bicyclist; and	④ Space has been specifically designated for this purpose	☒
3.	Terminals should have clear and prominent instructions directing the user explaining who to call in the event of a problem or emergency.	④ Confirmed	☒
Desired Elements			
1.	Safety stickers or tips at all stations;	④ Confirmed	☒
2.	Indicator showing whether the bicycle is available for use or out-of-service (such as when the system is shut down during an emergency or an individual bicycle has been identified as needing repair);	④ Confirmed. Alerts issued on individual bike screens.	☒
3.	Produce an informational safety video for subscribers to watch;	④ Team has experience creating such videos	☒
4.	Work with a local organization to provide low-cost or subsidized helmets to all or selected user groups and encourage the use of a helmet when riding; and	④ Team experienced working with local organizations/shops to provide subsidized helmet costs for bike share users.	☒
5.	Partner with local bicycle shops to offer discounted helmets to all subscribers of the program.	④ Confirmed	☒

Bewegen Technologies Inc. is a research and development focused urban mobility company that has developed an innovative bike-share system unlike any other. The company's vision is to build improvements into every aspect of bike-sharing and deliver the most advanced active transportation system available. Beyond our advanced bicycle models, Bewegen offers a variety of cutting-edge bike-share features including: virtual station technology, solar powered stations, website, mobile application, mobility as a service, and a comprehensive IT & reporting solution.

Alternative payment options & Transit pass integration

In order to provide system access to low-income residents, our team will implement lower rates for qualifying individuals. Our team has experience implementing these programs, having introduced a subsidized membership developed with the Baltimore Downtown Partnership. Bewegen also has different options to accommodate users who lack access to credit or debit cards. One option is to **partner with local points of sale** to sell bike-share passes directly to people who can only pay in cash. Additionally, Bewegen's employees operating the bike-share system are equipped with **portable membership card printers and tablets** to register customers paying cash and give them membership passes onsite.



Bewegen understands that integration with existing payment systems is essential to ensuring a **seamless transition** towards bike-share take-up. Indeed, our payment system was specifically designed with future integration in mind.

Our team has **extensive experience** achieving interoperability between our IT system and existing payment cards and transit pass schemes. For example, Bewegen is working in collaboration with the Maryland Transit Authority to achieve interoperability with the Charm Card for the Baltimore system. Our team has also created interoperability solutions with novel transportation options, including car sharing services and electric vehicle sharing.

Future expansion of system

Bewegen is fully committed to expanding the Columbia system following launch. As stated in the Cost Proposal, additional profit from the system will be reinvested to continue system growth and coverage area. Beyond this, our company actively seeks to expand all of our existing bike share systems. Bewegen's urban planning professionals have identified the following expansion strategies for Columbia:

- ④ **Cluster approach:** areas which are not physically linked to the original system area are identified and bike-share stations are implemented. These stations are linked to the original system by other modes of transport.
- ④ **Phased expansion:** an additional area which is adjacent to the existing area is identified as an expansion area and an aggressive roll out of stations and bikes is done to add significant additional coverage of the system.
- ④ **Gradual growth (oozing) approach:** whereby additional station and bikes are added gradually to expand the system area.

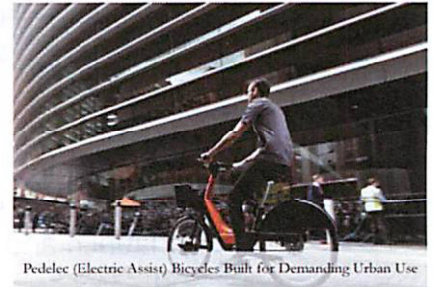
Student & Family Friendly System

Bewegen's back office system has functionality to include specialized memberships for students and families. Bewegen's marketing initiatives can also be focused specifically towards families and students. Our marketing staff has experience leading marketing initiatives directed towards both families and university students.



The Bewegen System is Reliable, Practical, and User-Friendly, Resulting in High Customer Satisfaction and Usage Rates

Electric bike-share programs are gaining traction worldwide, with renowned cycling cities like Madrid and Copenhagen launching programs with up to 2000 e-bikes. Bewegen has emerged as the leader for Pedelec bike-share technology. In 2015, Bewegen launched the **first** Pedelec bike-share system in North and South America with ZYP BikeShare in Birmingham (Alabama). ZYP has become central to this southern city's landscape, demonstrating high usage rates and strong user diversity.



Building upon this momentum, Bewegen launched the **largest** Pedelec bike-share system in North and South America in Baltimore (Maryland). It was clear that Baltimore Bike Share was a huge success from the very beginning. With active city participation and high usage rates, Pedelec bicycles are driving the mode shift toward cycling in this major U.S. city. In an exciting new development, Bewegen's system in Baltimore was awarded the 2017 International WTS *Award for Innovative Transportation Solutions*. These successes demonstrate how Bewegen has emerged as a world leader in Pedelec bike-sharing.

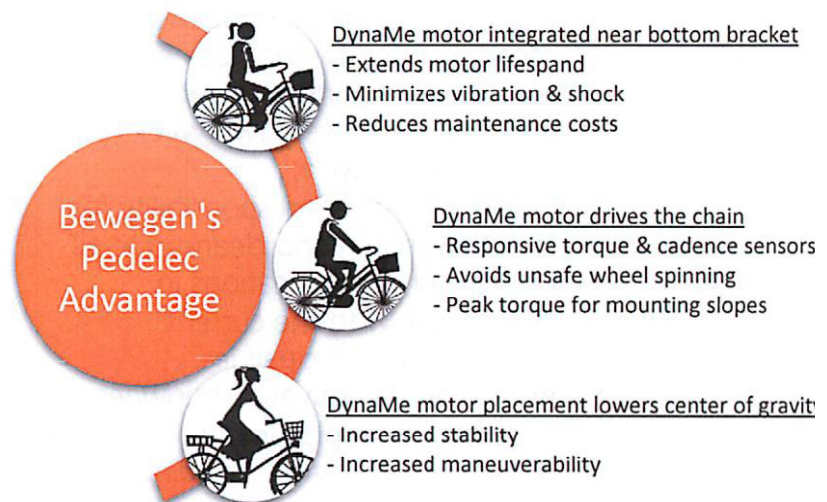


The Most Advanced Pedelec Model

Bewegen's system was built to solve the problems common to lower quality designs. These problems include **decentralization** of the center of gravity, **poor handling**, and most significantly **wearing out of the motor**. Working on the cutting edge of research and development, Bewegen's Pedelec system uses advanced technology and equipment to **solve** these issues.

What differentiates Bewegen's Pedelec system is the patented DynaMe motor. This advanced technology was developed to be both efficient and durable, and it is integrated near the bottom bracket to ensure a **long lifespan**.

The DynaMe motor drives the chain, not the wheel, resulting in a ride that is safer and more proficient. The motor has torque and cadence sensors that intuitively respond to the user's movement. Bewegen's Pedelec model was also designed to reduce costs for maintenance, with strategic motor placement and the use of durable tamper-proof components. Beyond all of this, the DynaMe motor creates a lower center of gravity, increasing both maneuverability and stability for users.



In short, Bewegen's Pedelec model makes use of the most advanced technology to create the **safest** and most **reliable** user experience available.

B. Operational Elements

Columbia Bike Share – Vehicle & Operations Space Minimum Requirements

Appendix VII Requirement	Description:	Bewegen System	Requirement Met:
Required Elements			
1.	The Contractor will be responsible for identifying and acquiring the office and warehouse space needed for launch and ongoing operations; and	④ Confirmed	☒
2.	The Contractor will be responsible for acquiring all vehicles necessary to manage the bike share fleet, provide customer service, maintenance and all other operational needs.	④ Confirmed	☒
Desired Elements			
1.	All vehicles used by the operator should be clearly marked with labels identifying as a part of the bike share fleet. and	④ Confirmed	☒
2.	Clean fuel vehicles are preferred for use	④ Option for hybrid or electric vehicles	☒

Columbia Bike Share – Maintenance Minimum Requirements

Appendix VII Requirement	Description:	Bewegen System	Requirement Met:
Required Elements			
1.	Regular inspection, cleaning and maintenance at the frequency recommended by the equipment manufacturer, and preferably no less than once every two weeks per station and bicycle;	④ Met by Bewegen's standard maintenance schedule	☒
2.	Operator assumes responsibility for street sweeping and clean-up at all on and off street locations in accordance with the current schedule of municipalities, institutions, or private landowners;	④ Confirmed	☒
3.	Expeditious replacement and /or repair of all items needing such services;	④ Confirmed	☒
Desired Elements			
1.	Replacement and/or repair of all items needing such services within twenty four hours;	④ FTE staff to ensure expedient replacements and repairs.	☒
2.	Provision of spare bikes to be put into the system to replace bikes taken out for maintenance or repair, or that are missing or stolen;	④ Confirmed	☒

Produced below is the proposed timeline for the City of Columbia bike-share program. Following the contract award, **26 weeks** will be required to complete the bike-share system. The Bewegen team has succeeded in launching successful bike-share programs in major U.S. cities like Baltimore (Maryland) in accordance with this timeline. In the event that the contract is awarded in May 2017, the full system can be delivered, installed and launched by October 2017.

Legend		Task Duration	Major Milestone	Launch Ready																											
Contract Status		Award Notification																													
Week		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	Ongoing			
Administration & Organization Setup																															
PO or Contract	✓																														
Organisation & Administration Plan/Approval	✓																														
Human Resource & Hiring	✓																														
Office, Warehouse and Workshop Setup	✓																														
Operations Staff Training	✓																														
Full System Test	✓																														
Urban Planning																															
Siting Plan Analysis & First Draft	✓																														
Public Input & Revision Process	✓																														
Adjustments & Second Draft	✓																														
Approval & Permitting	✓																														
Site Preparation																															
Site Preparations	✓																														
Manufacturing & Installation																															
Component sourcing	✓																														
Color & Decal Development & Sourcing	✓																														
Bike Manufacturing	✓																														
Station Manufacturing	✓																														
Equipment Delivery	✓																														
Installation	✓																														
Commissioning	✓																														
Operations																															
Ongoing Operations Maintenance and Rebalancing	✓																														
Yearly Full Bike Extensive Checkup and Maintenance	✓																														
IT Solution																															
IT System Plan Approval	✓																														
Beta Tests on Central Computer System	✓																														
Customization of User Interface	✓																														
Website & Mobile App Customization	✓																														
Continuous Improvement Criteria Selection	✓																														
Continuous Improvement IT Updates	✓																														
Marketing & Outreach																															
Campaign Development & Coordination	✓																														
Initial Bike-Share Announcement	✓																														
Public & Stakeholder Outreach	✓																														
Pre-Launch Public Trial & Input (on-street)	✓																														
Sponsor & Branding Announcement	✓																														
Awareness Website and Social Media	✓																														
Website Launch & Founding Members Campaign	✓																														
Public Launch Press Conference & Event	✓																														
Ongoing Marketing & Engagement	✓																														
Customer Survey	✓																														
Annual Report	✓																														
Sponsorship Acquisition																															
Sponsor solicitation	✓																														
Negotiation & Finalization	✓																														

2. Data Reports

Bewegen will submit reports at regular intervals that track key performance indicators. Bewegen's back office is a **hassle-free turnkey solution** for any operator. The platform offers system operators record keeping management, maintenance tools, customer service management, payment application, system statistics, and a full reporting solution.

Bewegen's back office technology includes a **full reporting solution**, one that is fully customizable to any required format (e.g. system-wide, station based, etc.). This technology can be used to provide reporting on a range of data. Examples of common data provided include:

- ⚡ Ridership data/statistics
- ⚡ Total calories burned by riders
- ⚡ Revenue and membership data
- ⚡ Bicycle and kiosk maintenance data
- ⚡ Station rebalancing data
- ⚡ Financial reports detailing membership & usage fees.
- ⚡ Customer service issues
- ⚡ Total miles covered by riders
- ⚡ Most popular return stations
- ⚡ Most popular rental stations



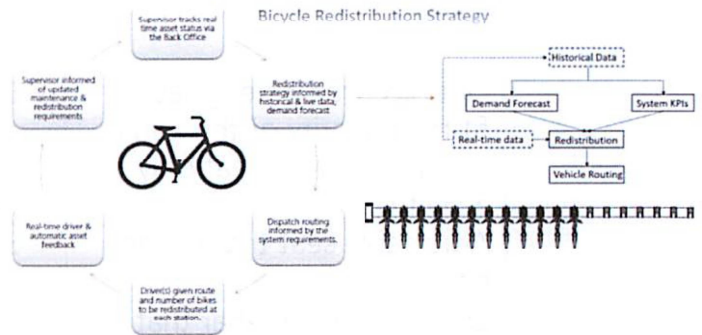
Columbia Bike Share – Reporting Minimum Requirements

Appendix VII Requirement	Description:	Bewegen System	Requirement Met:
	Required Elements		
1.	The Contractor will be required to provide quarterly reports on specific metrics that will be collected by the system's software and by periodic surveys of customers. In addition to the reports, raw quantitative data must be made available in a usable format. The metrics should include, but are not limited to, the following: 1.1. Tracked by System: Bike usage - By members (day/quarter/annual) - By walk-up renters (day/quarter/annual) - Bicycle miles traveled (day/quarter/annual) - Trips and their duration - Financial summaries - Average repair times - Station specific data with regard to use and users, functionality and efficiency - GPS route data (if available) 1.2 Tracked by Customer Service: Crash data - Theft/vandalism - Comments and complaints 1.3. Tracked by an annual survey of Customers: Number of annual subscribers - Number of annual - Trip purpose - Customer satisfaction ratings - Success at reaching target market	⚡ Confirmed meets requirements	☒

Bewegen will provide open content data that will allow third party developers to provide applications to assist users in finding bicycles, and open docks in stations (where applicable).

4. Rebalancing Plan

Bewegen has developed a redistribution strategy that adapts to the specific requirements of each new system. A demand forecast is established, and dispatch routing is informed by the system requirements. This data is used to provide redistribution workers with routes and instructions for numbers of bikes and stations that require redistribution. Using human and digital feedback, the manager is given updated redistribution requirements that can be implemented for the following redistribution cycle.



Columbia Bike Share – Rebalancing Minimum Requirements

Appendix VII Requirement	Description:	Bewegen System	Requirement Met:
Required Elements			
1.	Ability to provide and execute a plan that states a clear understanding of rebalancing issues and ensuring a balanced system;	⚡ Confirmed	☑
2.	Ability to expand/contract stations to accommodate large crowds at major events.	⚡ Confirmed	☑
Desired Elements			
1.	Dynamic pricing structure and/or other mechanisms to encourage natural, system-wide balancing, thereby minimizing vehicle needs and costs for rebalancing.	⚡ These initiatives can be implemented, our staff has experience with incentive-based redistribution.	☑

5. System Maintenance

Bewegen and Corps Logistics will be responsible for developing and implementing a regular inspection, maintenance and repair schedule that keeps the system in continuous compliance with all local regulations, partner contracts, and warranty requirements.

System maintenance will include preventive maintenance, inspection and prompt repair or replacement of all system elements including but not limited to terminals, signs, bicycles, bicycle components, concrete or asphalt beneath stations, solar panels, website, operating system and all software. It will also include inspecting, cleaning and removing graffiti from system structures within 24 hours of discovery, as well as removal of debris in and around the system structures. Bewegen's full maintenance and repair schedule will be sent upon request.



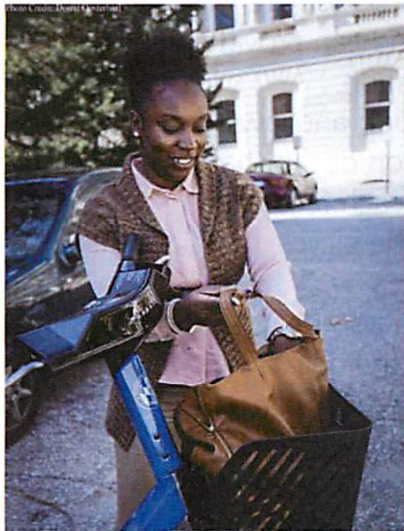
6. System Requirements and Performance Metrics

The Bewegen team has reviewed the System Requirements and Performance Metrics in Appendices VII & VIII. Our company hereby confirms our ability to meet the system requirements listed therein. Our company hereby confirms our ability to meet Service Level Agreements that conform to the performance metrics listed therein.

1. Bicycles

Columbia Bike Share – Bicycle Minimum Requirements			
Appendix VII Requirement	Description:	Bewegen Bicycles	Requirement Met:
1.	Aluminum frame;	④ Composed of robust aluminium 6061 alloy - resistant to corrosion and environmental degradation	☒
2.	One size frame designed to fit the majority of the adult population with seat only adjustment;	④ Designed for heights ranging between 4'7" and 6'5" with a simple seat-only adjustment, marked at different heights to guide users.	☒
3.	Adjustable seat that cannot be removed;	④ Seat cannot be removed	☒
4.	One-piece handlebar that covers and protects all components and cables;	④ Handlebar cover protects all components and cables.	☒
5.	Low center of gravity for stability;	④ Designed with a low center of gravity and step-through frame, making the bicycle easy to mount, operate in an upright riding position, and hold in a stopped position.	☒
6.	Minimum 3-speed internal gearing;	④ Pedelec (electric assist) model equipped with Continuously Variable Transmission. ④ Regular model equipped with 8-speed internal gear hub.	☒
7.	Enclosed drivetrain and full fenders for protection from grease, dirt and tire spray;	④ Full fender over the front wheel, skirt guard covering the rear wheel, and an enclosed drive train to protect users from grease, dirt, and tire spray.	☒
8.	Covered, low-maintenance, durable rust-resistant derailleur or internal hub;	④ Internal gear hub	☒
9.	Reliable front/rear internal brakes;	④ High-capacity roller brakes on both front and rear wheels, operated with user-friendly brake levers located on the handlebars	☒
10.	A bell;	④ Electric horn button conveniently located on the left handlebar, with option to customize the sound.	☒
11.	Active lighting and reflectors (front and rear);	④ Front (white) and rear (red) lighting activates while the bike is in motion. ④ Lighting programmable to stay illuminated for a specific time period after the bike has come to a rest. ④ Reflectors on wheels and pedals	☒
12.	Luggage carrier with the ability to support up to twenty pounds;	④ Front basket provides the ultimate storage solution, tested under industry standards to hold over 55 pounds.	☒
13.	Heavy duty tires with a puncture-resistant casing and a security reflector band on each side;	④ Two wheels with 2" wide mountain-grade tires and a thick gauge inner tube, ensuring maximum puncture resistance. ④ Reflectors on wheels and pedals	☒

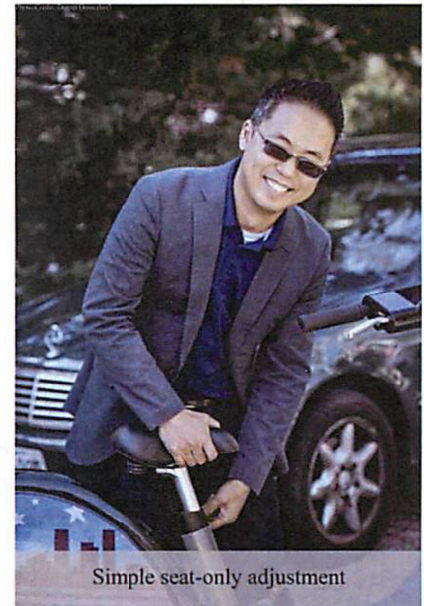
14.	Heavy duty rims made for rugged urban cycling;	⚡ Rims made for rugged urban use.	☑
15.	Estimate of the useful life of each bicycle and proposed warranty term;	⚡ Comprehensive warranty covering design and manufacturing defects for 5 years. ⚡ System designed to last far beyond its warranty coverage period (over 10 years)	☑
16.	An RFID tag (also works as anti-theft mechanism & unique identification of each bike);	⚡ Global positioning system (GPS) tracking for real-time communication with each unit. ⚡ Bicycles unlocked using RFID technology.	☑
17.	Ability to customize bikes with name and sponsor logos on each bicycle's rear fender, chain guard, handlebars and/or front placard as designated by the potential sponsor(s).	⚡ Three large advertising spaces are available on the bicycle itself - two (2) spaces available on either side of the rear fender as well as one (1) the front basket ⚡ Painted at factory to accommodate specific requests for colors, including requests to match sponsorship requirements.	☑



Front basket for convenient and dependable storage



Simply tap key FOB or card to automatically unlock bicycle



Simple seat-only adjustment



Enter the bicycle number to unlock the bicycle via the mobile application



Convenient secondary lock allows users to make a quick stop



Electric assist bicycles branded with lightning bolt

Columbia Bike Share – Station Minimum Requirements			
Appendix VII Requirement	Description:	Bewegen Stations	Requirement Met:
A. Overall Station			
1.	Stand alone stations so that preparatory work/excavation/trenching is not needed and stations can be relocated easily;	④ The Smart Rail Technology anchor system is thin and can be assembled onsite, with the kiosks and docks being mounted directly to the Smart Rail. This provides additional flexibility in that it eliminates the need for excavation or trenching work. Because our hubs require minimal anchoring, they are easily relocated.	☑
2.	Capacity to convey safety information and laws affecting bicyclists;	④ The kiosks' 12-inch color touch screen and bike screen are customizable and can provide any desired information. ④ Safety information and laws can also be posted on decals that can be situated on each face of the kiosks and on the bicycle handlebar covers. ④ Information can also be posted on the surfaces of the backlit way-finding/advertisement panels	☑
3.	Capacity to maintain security of the system during a power failure event or loss of internet connection;	④ Bewegen's system can keep operating securely in the event of power failure for 40 consecutive hours. ④ If internet connection is lost a local log is kept on the individual bikes which then upload it to the system once re-connected. ④ The bikes run a power saving regime when the charge gets low. ④ The bikes' locking mechanism is fully mechanical, requiring no power. The double-sided lock ensures that the bicycle is fully secure and cannot be tampered with.	☑
4.	If wireless internet connections are used, a system that is highly reliable and secure with encryption for financial data.	④ Bewegen's communications are wireless, using a highly reliable and secure system which encrypts all financial data transmitted over public networks. All payment information and cardholder data is	☑

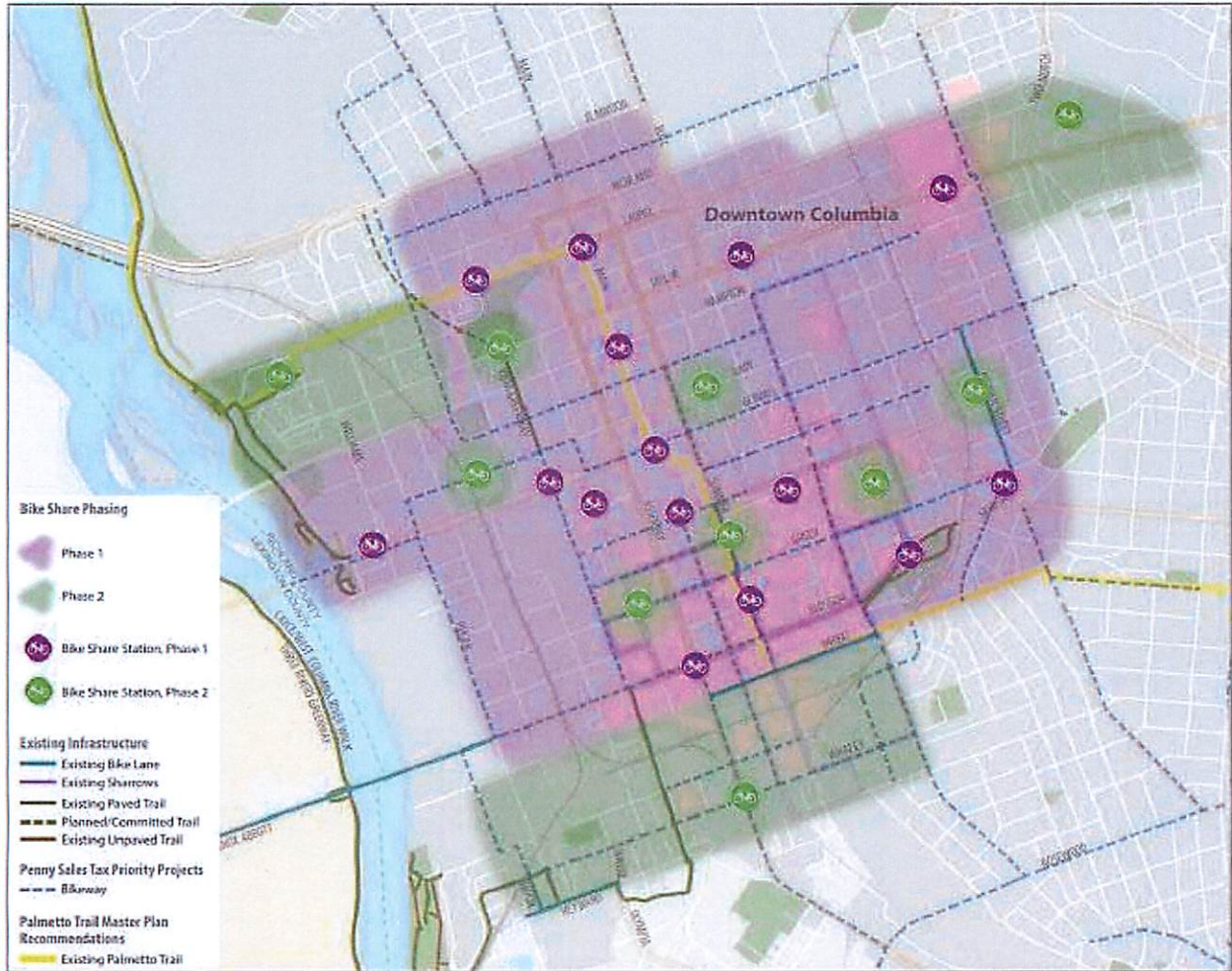
		stored in a dedicated database and protected through strong encryption.	
5.	Real-time communication between stations and headquarters, particularly to report number of bikes per station and facilitate re-distribution;	④ Bewegen's system makes use of GPS technology, constantly communicating with integrated IT solution, and has the capacity to report real-time station data. Bewegen's bikes are able to self-report major issues, and users themselves are able to report issues via the mobile application, website or by calling customer service numbers located on the equipment.	☑
6.	No vertical or sharp objects in the roadway or on the sidewalk that would impede pedestrian travel or restrict the ability to park cars for existing or removed stations;	④ The stations have no vertical or sharp objects in the roadway or on the sidewalk that would impede pedestrian travel or restrict the ability to park cars for existing or removed stations.	☑
7.	Layout that minimally impedes pedestrian traffic and ideally has no horizontal components that could trip a pedestrian or injure a rider approaching a terminal at night;	④ The SmartRail Technology (station configuration and process) accommodates any required placement without any horizontal components which could trip pedestrians or injure riders approaching a terminal at night.	☑
8.	Unified look and feel of all stations/hubs within the network;	④ The Bewegen system was designed by the world renowned Michel Dallaire Design to have a unified look and feel , resulting in an attractive, user-friendly system that draws in potential users.	☑
9.	Estimate of the useful life of each station (terminal, hub and sign) and proposed warranty term;	④ Comprehensive warranty covering design and manufacturing defects for 5 years. ④ System designed to last far beyond its warranty coverage period (over 10 years).	☑
10.	Lighting and signage should adhere to existing ordinances or have exceptions written into those ordinances; and	④ All lighting and signage adheres to existing ordinances.	☑
11.	A prominent space for customized bike share logo display as well as sponsor logo display for stations on private Right of Way or in public Right of Way	④ Clear and prominent space for system map, individual station naming, branding, safety tips and customer service contact information.	☑

		④ Backlit advertising/wayfinding panel for 24/7 visibility of system map or advertisement.	
12.	Station must be capable of running 24/7 on off-grid energy sources such as solar, battery, etc. where power is required.	④ Option to power the station through (1) connection to electrical grid or (2) Bewegen's advanced solar power technology . ④ Solar panels have an adaptable footprint (size of panel), and can be customized to meet environmental requirements, including a full solar canopy option.	☑
B. Terminals			
1.	User-friendly interface;	④ Payment kiosks include 12-inch colour touch screen and user-friendly interface. ④ Kiosk functionalities include: live-updated system map, "how it works", bicycle safety information, reporting an issue, and accessing user account information.	☑
2.	Capable of transmitting data securely, especially financial data, user names, and addresses, that is Payment Card Industry (PCI) compliant and satisfies the recommendations of the City of Charlotte's E-Business Receipts and Payments Policy.	④ Complete and highly secure payment hardware and software, compliant with the Payment Card Industry Data Security Standards (PCI-DSS).	☑
3.	All terminals in the system accept walk-up customers with the agreement to a liability waiver;	④ Bewegen kiosks offer temporary membership card issuer, meaning that casual users immediately receive a reusable membership card upon registration at a kiosk.	☑
4.	Accepts credit/debit cards and membership cards;	④ Bewegen kiosks offer complete payment solution hardware (Visa, MasterCard, etc	☑
5.	Capacity for user to identify a bicycle as needing repair;	④ Users themselves are able to report issues via the mobile application, website or by calling customer services.	☑
6.	A clear process for situations in which a user cannot return a bike because of a full terminal or when a user cannot rent a bike due to an empty terminal; and	④ In the event that a docking station is full a user can use the secondary lock in the virtual station (geo-fenced areas) which adds unlimited	☑

		capacity to any physical docking station. ④ The kiosk screen, the mobile application or customer services can be used to locate the closest docking station with available bikes.	
7.	Clear and prominent instructions directing the user explaining who to call in the event of a problem or emergency.	④ Clear instructions directing users to the helpline and website are posted on durable, weather resistant decals situated on the bicycle handlebar covers. Instructions can also be posted on the surfaces of the backlit way-finding/advertisement panels and displayed on the kiosk screen in addition to its being displayed on the mobile application and website.	☑
C. Hub Specifications			
1.	Docking points that are intuitive and easy to use;	④ The entire system is intuitive and easy to use. To remove a bike a user simply pulls it out of the docking point. ④ To dock the bicycle users simply enter it into the docking point and two locks on the fork automatically secure into place.	☑
2.	Vandal and theft-proof connection between hub and bike; and	④ Locking mechanism exceeds industry standards for theft and vandalism security.	☑
3.	Useful life of five years or greater.	④ Comprehensive warranty covering design and manufacturing defects for 5 years. ④ System designed to last far beyond its warranty coverage period (over 10 years).	☑
D. Sign Specifications			
1.	Signs can be customized with bike share logo and sponsor recognition;	④ All signs can be customized with bike share logo, colors and sponsor recognition	☑
2.	Consistent signage alerting people to the presence of the bike station; and	④ Consistent signage alerting people to the presence of the bike station	☑
3.	Adequate space at each station for a map frame indicating both station locations and bicycle routes/ infrastructure;	④ Backlit advertising/wayfinding panel for 24/7 visibility of system map or advertisement.	☑

Columbia Bike Share – Most Desired Elements			
Appendix VII Requirement	Description:	Bewegen System	Requirement Met:
1.	Capacity for station and major components (bicycle, hub, terminal) to self-report mechanical problems;	④ Stations and bikes are able to self-report major issues.	☒
2.	Smallest feasible footprint;	④ Bewegen's Smart Rail technology can be configured in a variety of manners to suit the specific needs of urban space with the smallest feasible footprint. ④ Virtual stations can be used with little or no physical infrastructure. ④ Bikes can also function as free-floating.	☒
3.	Aesthetic compatibility with streetscape and neighborhood context, both when terminal is full of bicycles and when it is empty;	④ Bewegen's team works with all of our partners to personalize elements of each system in a manner that achieves aesthetic compatibility with the local streetscape and surrounding neighborhood	☒
4.	Indicator showing whether the bicycle is available for use or out-of-service (such as when the system is shut down during an emergency or an individual bicycle has been identified as needing repair);	④ The status of bikes (available, out of service) is displayed on the bike screens. ④ Bike availability is also visible on the live system map via the kiosk screen, mobile app or website.	☒
5.	Capacity to install stations on public or private property, in a covered area, or outside;	④ The bikes can be used in free-floating system areas, with physical docking stations or virtual (geo-fenced) stations which require no physical infrastructure at all. ④ Stations can be installed on public or private property, in a covered area, or outside; anywhere.	☒
6.	Easily movable stations that require minimal time/cost to install and/or remove;	④ Stations are simple and quick to install and remove requiring minimal time/cost	☒
7.	Can operate "grid-free" (i.e. doesn't need to connect to electrical grid), potentially by way of solar power or other types of alternative energy sources, as feasible;	④ Option to power the station through (1) connection to electrical grid or (2) Bewegen's advanced solar power technology .	☒
8.	Use of reliable alternative energy sources;	④ Solar panels have an adaptable footprint (size of panel), and can be customized to meet environmental requirements, including a full solar canopy option.	☒

9.	If using reliable alternative energy sources, employment of a backup power source;	⚡ Bewegen's stations are equipped with a battery which keeps the station active even when power isn't being generated.	☒
10.	Ability to modify or design the system components (bikes, terminal, hub, and/or sign) to address issues (e.g. climate, vandalism);	⚡ Every component is custom made for each system. This means that everything can be modified and customized.	☒
11.	Capacity to add lighting, where necessary, to facilitate nighttime use of terminal, adjustment of bicycles, reduce vandalism, etcetera; and	⚡ Backlit advertising/wayfinding panel already provides a lot of light and the brightness can be set to the desired level at each location. ⚡ Additional lighting can be installed at any desired location.	☒
12.	If wireless internet connections are used, a system that is highly reliable and secure with encryption for financial data.	⚡ Bewegen's communications are wireless, using a highly reliable and secure system which encrypts all financial data transmitted over public networks. All payment information and cardholder data is stored in a dedicated database and protected through strong encryption.	☒
13.	Prints customer receipts that can be customized with bike share logo and sponsor recognition;	⚡ Customers can view their receipts on their customer page or print them at the kiosk. ⚡ The receipts can have any desired information on them and include the bike share logo and sponsor recognition.	☒
14.	Automatic confirmation that a subscriber's credit card is valid and has sufficient funds to cover charges if bicycle is not returned, preferably before each bicycle is removed;	⚡ At the point of signing up there is automatic confirmation that a subscriber's credit card is valid and has sufficient funds for the desired hold amount.	☒
15.	Touch screen;	⚡ Payment kiosks include 12-inch colour touch screen and user-friendly interface.	☒
16.	Spanish translation available; and	⚡ System is available in any language desired. English and Spanish both included in the standard price.	☒
17.	Ability to sign up new subscribers at all terminals.	⚡ Becoming a member of Bewegen's bike-share is simple and straightforward . Customers have the option of registering via the website, mobile application, or directly at hub kiosks.	☒



Bike Share Equipment and Operations Program - Proposed Timeline

35.f

33.1

Legend		Task Duration		Major Milestone		Launch Ready																							
Contract Status		Award Notification																											
Month				March		April		May		June		July		August															
Week				1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26
Administration & Organization Setup																													
PO or Contract		✓																											
Organisation & Administration Plan/Approval		✓																											
Human Resource & Hiring		✓																											
Office, Warehouse and Workshop Setup		✓																											
Operations Staff Training		✓																											
Full System Test		✓																											
Urban Planning																													
Siting Plan Analysis & First Draft		✓																											
Public Input & Revision Process		✓																											
Adjustments & Second Draft		✓																											
Approval & Permitting		✓																											
Site Preparation																													
Site Preparations		✓																											
Manufacturing & Installation																													
Component sourcing		✓																											
Color & Decal Development & Sourcing		✓																											
Bike Manufacturing		✓																											
Station Manufacturing		✓																											
Equipment Delivery		✓																											
Installation		✓																											
Commissioning		✓																											
Operations																													
Ongoing Operations Maintenance and Rebalancing		✓																											
Yearly Full Bike Extensive Checkup and Maintenance		✓																											
IT Solution																													
IT System Plan Approval		✓																											
Beta Tests on Central Computer System		✓																											
Customization of User Interface		✓																											
Website & Mobile App Customization		✓																											
Continuous Improvement Criteria Selection		✓																											
Continuous Improvement IT Updates		✓																											
Marketing & Outreach																													
Campaign Development & Coordination		✓																											
Initial Bike-Share Announcement		✓																											
Public & Stakeholder Outreach		✓																											
Pre-Launch Public Trial & Input (on-street)		✓																											
Sponsor & Branding Announcement		✓																											
Awareness Website and Social Media		✓																											
Website Launch & Founding Members Campaign		✓																											
Public Launch Press Conference & Event		✓																											
Ongoing Marketing & Engagement		✓																											
Customer Survey		✓																											
Annual Report		✓																											
Sponsorship Acquisition (REQUIRED FOR LAUNCH)																													
Sponsor solicitation		✓																											
Negotiation & Finalization		✓																											

Packet Pg. 272



We Are Columbia

MEETING DATE: March 6, 2018

DEPARTMENT: Budget & Program Management

FROM: *Missy Caughman,*

SUBJECT: Council is asked to approve requests for funding from the Hospitality Tax Fund and to amend the Fiscal Year 2017/2018 Hospitality Tax Budget.

FINANCIAL IMPACT:

ATTACHMENTS:

- **#a:** Budget Memo 7 HT Surplus allocations 020618 (PDF)

HISTORY:

02/06/18	Columbia City Council	APPROVED
02/20/18	Columbia City Council	APPROVED



We Are Columbia

MEETING DATE: March 6, 2018

DEPARTMENT: Traffic Engineering

FROM: *David Brewer,*

SUBJECT: Council is asked to approve the Installation of four (4) Speed Humps on Waccamaw Avenue, as requested by the Public Works Department.

PURPOSE: The Columbia Police Department and Fire Department approved the proposed locations.

FINANCIAL IMPACT:

CLEAN WATER 2020?: No

ATTACHMENTS:

- **#a:** Waccamaw Avenue Speed Humps to CC.docx (PDF)
- **#b:** Waccamaw Speed Humps (PDF)



EVERYONE COUNTS, EVERYONE CONTRIBUTES, EVERYONE BENEFITS

CITY OF COLUMBIA
PUBLIC WORKS DEPARTMENT
TRAFFIC ENGINEERING DIVISION

INTEROFFICE MEMORANDUM

TO: Robert Anderson, Director of Public Works

FROM: David D. Brewer, City Traffic Engineer

SUBJECT: Traffic Calming – Waccamaw Avenue

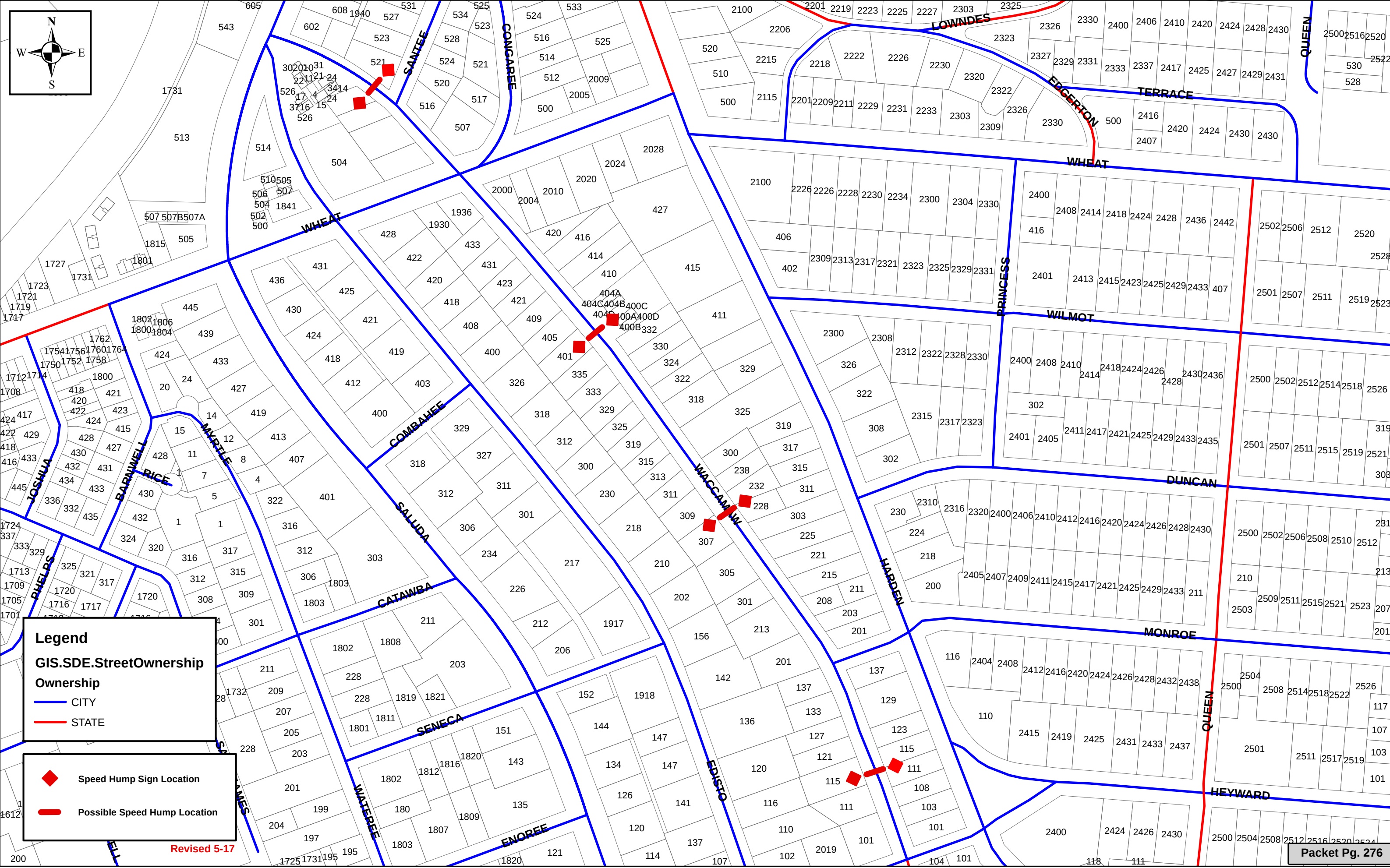
DATE: February 8, 2018

In response to a request from residents of Waccamaw Avenue, traffic volume/speed surveys were conducted in the area relative to the need for additional traffic control measures.

Waccamaw Avenue is owned and maintained by the City of Columbia, and is two-lane residential in nature.

Based on our review, the residents have requested installation of four speed humps at the locations shown on the attached map. The proposed locations for the associated warning signs are also shown. The Police and Fire Departments have also reviewed the proposed locations. If City Council approves, please advise me, and we will proceed with the installation as soon as the work can be scheduled.

Waccamaw Ave. Speed Humps





We Are Columbia

MEETING DATE: March 6, 2018

DEPARTMENT: Legal Department

FROM: *Shari Ardis, Legal Office Manager*

SUBJECT: Boyd Island Project Temporary Construction License (Three Rivers Greenway)

FINANCIAL IMPACT:

STRATEGIC GOALS: Collaborate and partner with entities, Foster a healthy quality of life

ATTACHMENTS:

- **#a:** Boyd Island Project Temporary Construction License (PDF)

STATE OF SOUTH CAROLINA)
) TEMPORARY CONSTRUCTION LICENSE
 COUNTY OF RICHLAND)

NOW FOR AND IN consideration of the sum of One (\$1) Dollar, each to the other paid, the receipt of which is hereby acknowledged, the City of Columbia, herein referred to as Grantor, does hereby grant unto the said River Alliance, herein referred to as Grantee, its successors or assigns, a temporary construction license and right-of-way as further described herein, together with the right of ingress and egress at all times necessary for the duration of construction of the Boyd Island Project as an addition to Columbia's Three Rivers Greenway, to include, but not by way of limitation, staging areas for such construction, construction parking, and access to construction locations. Said license and right-of-way to run through the property which Grantor owns or in which Grantor has an interest, situate, lying and being referred to as TMS #09003-02-01 and identified as the Island at the Convergence of the Congaree River and Broad River in accordance with the illustration attached as Exhibit "A" which will become a part of the City of Columbia's Three Rivers Greenway and Saluda Riverwalk Project. Said license to contain the right to demolish existing structures on said premises as needed and to remove, replace, or otherwise alter the landscape design of the premises and to construct fixtures upon the premises as may be necessary to complete the project as approved.

Said construction license to continue in effect for up to twenty-four (24) months from the date of this license during the construction of the Boyd Island Project, however, upon completion of said Boyd Island Project, the license will terminate and the City will be responsible for maintenance of the premises and improvements as indicated.

TO HAVE AND TO HOLD the aforesaid rights to the grantee, its successors and assigns, as aforesaid.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this _____ day of _____, 2018.

WITNESS:

CITY OF COLUMBIA

By: _____
Its: City Manager

STATE OF SOUTH CAROLINA)
COUNTY OF RICHLAND)

ACKNOWLEDGMENT

The foregoing instrument was acknowledged before me this _____ day of _____, 2018, by _____ on behalf of the
(Name of Officer and Title)

within-named Grantor.

Notary Public for South Carolina
My Commission Expires _____

APPROVED AS TO FORM
[Signature]
Legal Department City of Columbia, SC

