



COLUMBIA CITY COUNCIL MEETING AGENDA TUESDAY, MARCH 7, 2023

The Columbia City Council will conduct a Council Meeting on Tuesday, March 7, 2023 at 4:00 p.m. at City Hall (Council Chambers), 1737 Main Street, 3rd Floor, Columbia, SC 29201. Members of the public may view the meeting online at www.columbiasc.gov. Please contact the City Clerk's Office at (803)545-3045 or cityclerk@columbiasc.gov if you have questions regarding the meeting.

The Honorable Daniel J. Rickenmann, Mayor
The Honorable Howard E. Duvall, Jr., At-Large ■ The Honorable Edward H. McDowell, Jr., District II
The Honorable William Brennan, District III ■ The Honorable Aditi Bussells, At-Large
The Honorable Tina N. Herbert, District I

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.

CALL TO ORDER

PLEDGE OF ALLEGIANCE

INVOCATION

PUBLIC INPUT RELATED TO ITEMS ON THE AGENDA

CITY MANAGER RECOGNITIONS

PRESENTATIONS

1. Project Unity USA Update - Mr. Bruce A. Trezevant, Founder and CEO of Project Unity USA

CONSENT AGENDA ITEMS 2 THROUGH 16

2. Council is asked to approve the Purchase of Two (2) 2023 Dodge Ram 1500 Quad Cab Trucks for Columbia Water, as requested by the Fleet Services Division on February 13, 2023. Award to Performance Automotive Group, dba as Performance Chrysler Dodge Jeep Ram using the SC State Contract in the amount of \$80,559.54. This vendor is located in Clinton, NC.

Funding Source: Utilities Water Distribution & Maintenance - Auto, Trucks, Heavy Equipment-Capital (5516203-658500). The original budget amount is \$80,559.54.



We Are Columbia

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3. Council is asked to approve the Purchase of a 2024 Peterbilt Truck with a 29 Cubic Yard Collecstar for the Public Works Department, as requested by the Fleet Services Division on February 16, 2023. Award to Peterbilt of Knoxville, dba The Peterbilt Store-Columbia using the Sourcewell Contract in the amount of \$366,287.00. This vendor is located in Knoxville, TN.

Funding Source: Capital Replacement - Auto, Trucks, Heavy Equipment-Capital (6308972-658500). The original budget amount is \$366,287.00.

4. Council is asked to approve a new Contract to Modernize and Replace Equipment for Two Elevators at the Lady Street Parking Garage and One Elevator at the Sumter Street Parking Garage, as requested by the Support Services Division on February 3, 2023. Award to Otis Elevator using the OMNIA Partners Cooperative Agreement in the amount of \$740,685.60. This vendor is located in West Columbia, SC.

Funding Source: Parking Improvement Project Control - Capital Project Costs - Elevator Modern/Lady & Sumter (5329999-658650-PG210002). The original budget amount is \$740,685.60.

5. Council is asked to approve Contract Amendment #2 for Project SS7497; Mill Creek Pump Station Miscellaneous Improvements, as requested by Columbia Water on January 26, 2023. Award to Weston and Sampson Engineers, Inc., in the amount of \$52,000.00. This amendment extends the agreement from July 1, 2024 to December 31, 2024. This firm is located in Columbia, SC.

Funding Source: Water and Sewer Capital Projects - Mill Creek Pump Station Miscellaneous Improvements - Capital Project Costs (5529999-SS749701-658650). The original budget amount is \$294,115.00. The budget amount for this amendment is \$52,000.00. The total revised budget amount is \$346,115.00.

This is a Clean Water 2020 Program project and a Mentor Protégé Program project. Weston and Sampson Engineers, Inc., is the mentor and will provide engineering services to evaluate and perform an alternative analysis to increase the pumping capacity of the pump station at 76.31% (\$39,680.00) of the amendment amount.

Carper Civil Consulting, a Minority Business Enterprise (W) located in Columbia, SC, is the protégé and will provide technical memorandum preparation assistance services at 8.31% (\$4,320.00) of the amendment amount.

The following subconsultant will provide additional services:

Howard Engineering, a Minority Business Enterprise (W) located in Marietta, GA, will provide electrical engineering services at 15.38% (\$8,000.00) of the amendment amount.



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6. Council is asked to approve Contract Amendment #3 for Project SS7424; Broad River 02 Sewer System Evaluation Study and Sewer Rehabilitation Services, as requested by Columbia Water on February 10, 2023. Award to AECOM in the amount of \$212,560.00. This amendment extends the agreement from July 1, 2023 to June 30, 2024. This firm is located in Columbia, SC.

Funding Source: Water & Sewer Capital Projects, Capital Project Costs (5529999-SS728801-658650). The original budget amount is \$1,522,423.00. The budget amount for this amendment is \$212,560.00. The total revised budget amount is \$1,734,983.00.

This is a Clean Water 2020 Program project and a Mentor Protégé Program project. AECOM is the mentor and will provide general services during construction that includes construction administration, along with construction observation and inspection services at 79.66% (\$169,315.00) of the amendment amount.

DESA, Inc., a Minority Business Enterprise (W) located in Columbia, SC, is the protégé and will provide construction administration and observation services at 20.34% (\$43,245.00) of the amendment amount.

7. Council is asked to approve a new Professional Services Agreement for Project SS7619; Construction Administration and Observation Services for Annual Pipe Rehabilitation, as requested by Columbia Water on January 17, 2023. Award to Weston and Sampson in an amount not to exceed \$360,438.00. The term of this agreement is one year. This firm is located in Columbia, SC.

Funding Source: Water and Sewer Capital Projects - Annual Pipe Rehabilitation - Capital Project Costs (5529999-SS761901-658650). The original budget amount is \$360,438.00.

This is a Mentor Protégé Program project. Weston and Sampson is the mentor and will provide project management, scheduling, and technical training at 71.15% (\$256,438.00) of the total contract amount.

CES Group Engineers, LLP, a Minority Business Enterprise (W), located in Columbia, SC, is the protégé and will provide construction observation and inspection services at 28.85% (\$104,000.00) of the total contract amount.

8. Council is asked to approve a new Professional Services Agreement for Project WM3872; Water System Improvements along Rimer Pond Road and Hardscrabble Road, as requested by Columbia Water on January 26, 2023. Award to W. K. Dickson and Company, Inc. in an amount not to exceed \$541,189.00. The term of this agreement is for eighteen months with two optional one-year renewal periods. This firm is located in Columbia, SC.



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Funding Source: Water and Sewer Capital Projects - Water Main Rimer Pond Road and Hardscrabble - Professional Services for Capital Project (5529999-WM387201-658660). The original budget amount is \$541,189.00.

This is a Mentor Protégé Program project. W. K. Dickson and Company, Inc. is the mentor and will provide design, easement assistance, permitting assistance and project administration services at 62.63% (\$338,946.00) of the total contract amount.

Palmetto Consulting Engineering Group, Inc., a Minority Business Enterprise (W), located in Chapin, SC, is the protégé and will provide construction observation and survey and permitting services at 36.26% (\$196,243.00) of the total contract amount.

The following subconsultant will provide additional services:

S & ME, Inc., located in Raleigh, NC, will provide geotechnical exploration and construction materials testing services at 1.11% (6,000.00) of the total contract amount.

9. Council is asked to approve additional funding for Indefinite Delivery Contracts (IDC's) for Waterline/Hydrant Leak Restoration Services, as requested by Columbia Water on February 1, 2023. Award to Lake Murray Utility Company, Inc. of Chapin, SC, G.H. Smith Construction, Inc. of Columbia, SC, and Carolina Tap and Bore, Inc. of West Columbia, SC in the total amount of \$900,000.00.

Funding Source: Utilities Water Distribution & Maintenance Special Projects (5516203-638500). The budget amount for these amendments is \$900,000.00.

Projects awarded under these Indefinite Delivery Contracts from the Columbia Water Preapproved Contractors Listing will utilize the Mentor Protégé Program, requiring a minimum 20% of the project to be completed by the Protégé.

10. Ordinance No.: 2023-015 - Granting an encroachment to Naman Gervais, LLC for the use of the right of way areas of the 400 block of Gervais Street, the 1100 block of Huger Street, the 400 block of Senate Street and the 1100 block of Williams Street for the installation and maintenance of sidewalks, curb cuts, four on-street parking spaces, landscaping and irrigation adjacent to 400 Gervais Street, Richland County TMS# 08912-11-01, 08912-11-02 and 08912-11-04

First reading approval was given on February 21, 2023.



COLUMBIA CITY COUNCIL MEETING AGENDA TUESDAY, MARCH 7, 2023

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11. Ordinance No.: 2023-026 - Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 21, Stormwater Management and Sedimentation Control, Article III, Flood Damage Prevention, Division 3, Flood Hazard Reduction, Section 21-172, Specific Standards

The City of Columbia participates in the Community Rating System (CRS) for FEMA. This update in the ordinance is required to comply with FEMA's standards. Furthermore, it will improve our rating and benefit the City of Columbia citizens who will have to pay less on their flood insurance.

First reading approval was given on February 21, 2023.

12. Ordinance No.: 2023-027 - Granting an encroachment to Naromi, LP, for the use of the right of way areas of the 100 block of Earth Road and the 300 block of Spears Creek Church Road for the installation and maintenance of four curb cuts and sidewalks adjacent to 185 Earth Road, Richland County TMS#25700-04-02

First reading approval was given on February 21, 2023.

13. Resolution No.: R-2023-014 - Authorizing consumption of beer and wine only within Boyd Plaza adjacent to the Columbia Museum of Art for Chaye Alexander presents Live on Boyd Plaza featuring Letron Branley & Friends on Sunday, April 23, 2023
14. Resolution No.: R-2023-015 - Authorizing consumption of beer, wine and liquor within Boyd Plaza adjacent to the Columbia Museum of Art for Contemporaries Brunch – Sunday Funday with the Contemporaries on Sunday, March 26, 2023
15. Resolution No.: R-2023-016 - Authorizing consumption of beer, wine and liquor within Boyd Plaza adjacent to the Columbia Museum of Art for the Art Blossom Fundraiser on Wednesday, May 10, 2023 through Sunday, May 14, 2023
16. Resolution No.: R-2023-021- Authorizing consumption of beer and wine beverages only at First Thursday on Main Street and ratifying the City Manager's authorization of the March 2, 2023 event
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**COLUMBIA CITY COUNCIL MEETING AGENDA
TUESDAY, MARCH 7, 2023**

ORDINANCES - SECOND READING

17. Ordinance No.: 2023-025 - Authorizing the Issuance and Sale by the City of Columbia, South Carolina, of its not exceeding \$11,500,000 General Obligation Bonds, Series 2023 or such other appropriate series designation, and, pending the issuance of such bonds, authorizing the issuance and sale of General Obligation Bond Anticipation Notes, in one or more series, issued in anticipation thereof, for the purpose of funding various capital projects to include the Finlay Park Revitalization and Construction Project; fixing the form and details of the bonds or notes; authorizing the Mayor, the City Manager and the Assistant City Manager for Finance and Economic Services, or any two of them acting together, to determine certain matters relating to the bonds or notes; providing for the payment of the bonds or notes and the disposition of the proceeds thereof; and other matters relating thereto

First reading approval was given on February 21, 2023.

Attorney Estimated Costs of Issuance		
Service	Provider	Cost
Co-Bond Counsel and Tax Counsel	Burr & Foreman LLP (<i>Michael Seezen, Ryan Gentry, Jeff Allen</i>)	\$102,500 - \$122,500
Co-Bond Counsel	Johnson, Toal & Battiste, PA (<i>George Johnson</i>)	\$40,000 - \$50,000

ORDINANCES - FIRST READING

18. Ordinance No.: 2023-030 - Consenting to the Inclusion of Property in a Multi-County Industrial/Business Park (Project Subtext, Richland County TMS #08910-03-2B, TMS #08910-03-03, TMS #08910-03-04, TMS #08910-03-01 and TMS #08910-03-02A)

Economic and Community Development Committee Recommendation: 12/13/22; Approval (3-0)

19. Ordinance No.: 2023-035 - Granting an encroachment to Time to Shine Car Wash, Inc., for the use of the right of way areas of the 2000 block of Gervais Street and the 1000 block of Laurens Street for the installation and maintenance of new pavement, pavement markings, sidewalks, landscaping and irrigation adjacent to 2006 Gervais Street, Richland County TMS# 11406-12-01



We Are Columbia

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20. Ordinance No.: 2023-036 - Granting an encroachment to the Municipal Association of South Carolina for the use of the right of way area of the 1400 block of Gervais Street for the installation and maintenance of planters, landscaping and irrigation adjacent to 1411 Gervais Street, Richland County TMS#11401-04-05

RESOLUTIONS

21. Resolution No.: R-2023-013 - Authorizing the City Manager to execute a First Amendment of Option to Purchase (Partial Assignment of Ground Lease) to consummate the purchase of 1117 Washington Street, Richland County TMS #09013-04-09 between the City of Columbia and MS Joint Venture.

CITY COUNCIL COMMITTEE REPORTS, REFERRALS AND NEW BUSINESS

PUBLIC INPUT

EXECUTIVE SESSION

22. Discussion of matters relating to the proposed location, expansion, or provision of services encouraging location or expansion of industries or other businesses in the area served by the public body pursuant to §30-4-70(a)(5)
- *Project Tango*
 - *Project Connect*

ADJOURNMENT



We Are Columbia

MEETING DATE: March 7, 2023

DEPARTMENT: City Clerk

FROM: *Erika Hammond, City Clerk*

SUBJECT: Project Unity USA Update - Mr. Bruce A. Trezevant, Founder and CEO of Project Unity USA

FUNDING SOURCE & ORIGINAL BUDGET:

ATTACHMENTS:

- **#a:** Project Unity USA Letter of Request (PDF)



February 27th, 2023

City of Columbia
City Council
Columbia, SC 29201

I am Bruce A Trezevant, Founder and CEO of Project Unity USA. I would like to be placed on the March 7th council meeting agenda to speak about an event that Project Unity USA will be hosting at the Capital on July 15th, 2023.

Project Unity USA along with Corvettes United, will be hosting "Cruise to the Capital". We will be taking a stand and speaking out against Gun and violent crimes in South Carolina. We will also be announcing our statewide Gun-Buy-Back initiative.

Corvettes United are a collective of all Corvette clubs and owners in South Carolina. Project Unity USA has been working in communities across the state to reduce crime.

We have scheduled the use of the Capital grounds for this event. Now we need the support of the City of Columbia. We need your approval to close off Gervais street from Sumter Street to Assembly street for three hours (10 o'clock am to 12:30). Provide a escort of the Corvettes from our staging area of 421 Bush river road to the Capital and provide traffic control at the site.

Our plan is to park 600 to 800 Corvettes on Gervais street between Sumter street and Assembly street during our rally against Gun and Violent crimes across South Carolina.

This event will bring 1000s from across the state to the Midlands, to not only attend and support our cause, but to partake of the many stores and restaurants in and around Columbia.

During this rally we will be announcing our State-wide Gun-Buy-Back initiative. Our goal is to raise \$250,000.00 to host 12 Gun-Buy-Back events across the state.

I am asking for 10 min to present this to City Council and to ask you permission for the street closure during the times mentioned above.

Thank you in advance,

Bruce Trezevant

Bruce A. Trezevant



We Are Columbia

MEETING DATE: March 7, 2023

DEPARTMENT: Procurement and Contracts

FROM: *Shannon Lizewski, Interim Director*

SUBJECT: Council is asked to approve the Purchase of Two (2) 2023 Dodge Ram 1500 Quad Cab Trucks for Columbia Water, as requested by the Fleet Services Division on February 13, 2023. Award to Performance Automotive Group, dba as Performance Chrysler Dodge Jeep Ram using the SC State Contract in the amount of \$80,559.54. This vendor is located in Clinton, NC.

REQUISITION NO.: R220838

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: Utilities Water Distribution & Maintenance - Auto, Trucks, Heavy Equipment-Capital (5516203-658500). The original budget amount is \$80,559.54.

We respectfully request Council's approval for this purchase using the SC State Contract 4400029871 Vendor, Performance Automotive Group., DBA Performance CDJR.

Sec. 2-204. 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:
(9) When purchasing through a state contract.

ATTACHMENTS:

- **#a:** Performance Auto Grp Quote (PDF)
- **#b:** SC Contract 4400029871 (PDF)



Vehicle Price Worksheet

NAME: **CITY OF COLUMBIA**

Make: **RAM** Model: **1500** Date: **2/10/2023**

Model: **2023 Ram 1500 Quad Cab 4x4 - SC 4400029871** Year: **2023**

VIN#: **PS540181 / PS540182** Stock #:

Salesman: **Govt - AH** Color: **Bright White** Miles: **10**

Vehicle Pricing:

Market Price: \$ **44,525.00**

Sales Price: \$ **40,029.77**

Government Concessions:

-	-
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Final Base Vehicle Pricing: \$ **40,029.77**

Upfit/Accessory Pricing

Includes Side Steps at Lee Transport

Total Body Cost: \$ -

Total Vehicle Cost: \$ **40,029.77**

Trade In Allowance:

0 \$ -

Less: Payoff: \$ -

Trade Equity: \$ -

Net Due Prior to Taxes: \$ **40,029.77**

Dealer Doc Fee: _____

License Fees: _____

IMF FEE **Pd direct by Agency**

Cash Downpayment: \$ -

Net Vehicle Cost: \$ **40,029.77**

Total for 2 Vehicles this spec \$ **80,059.54**

Vehicles in production - estimated to ship in Feb/March

605 Warsaw Road * Clinton, North Carolina 910-592-5337

2023 1500 TRADESMAN QUAD CAB 4X4 (140.5 in WB 6 ft 4 in Box) (DS6L41)

Sales Code	Description	MSRP(USD)	FWP(USD)
DS6L41	1500 TRADESMAN QUAD CAB 4X4 (140.5 in WB 6 ft 4 in Box)	39,970	38,252
29B	Customer Preferred Package 29B	0	0
ERB	3.6L V6 24V VVT Engine	0	0
DFT	8-Spd Auto 850RE Trans (Make)	0	0
PW7	Bright White Clear Coat	0	0
APA	Monotone Paint	0	0
*TX	HD Vinyl 40/20/40 Split Bench Seat	0	0
-X8	Black/Diesel Gray	0	0
DMD	3.55 Rear Axle Ratio	95	88
GXM	Remote Keyless Entry with All-Secure	190	175
NAS	50 State Emissions	0	0
TTB	LT285/70R17E BSW A/T Tires	250	231
3AH	Price Protection - Code H	0	0
XCH	2 Additional Key Fobs	195	180
ADB	Protection Group	395	364
XFH	Class IV Receiver Hitch	345	317
XMF	Mopar Spray in Bedliner	595	548
AED	Chrome Appearance Group	695	640
4NU	Fuel Fill/Battery Charge	0	0
4FM	Fleet Option Editor	0	0
4ES	Delivery Allowance Credit	0	-399
2SQ	FCA Fleet Powertrain Care	0	0
YGE	5 Additional Gallons of Gas	0	18
4FT		0	0
5RA	March Production	0	0
5N6	Easy Order	0	0
4FT	Fleet Sales Order	0	0
4EA	Sold Vehicle	0	0
4KA	Special Bid Handling	0	0
4FA	Special Bid-Ineligible For Incentive	0	0
4DH	Prepaid Holdback	0	-1,283
MAF	Fleet Purchase Incentive	0	0
TB3110	Government Incentives	0	-3,000
99509A		0	0
		1,795	1,795

Total Price: 44,525 37,926

Order Type: Fleet PSP Month/Week:
Scheduling Priority: 1-Sold Order Build Priority: 01

Invoice:	\$	37,926.00
Factory Incentive	\$	-
Side Steps at Lee Transp	\$	380.00
Subtotal	\$	38,306.00
x .045	\$	1,723.77
Total due by agency	\$	40,029.77



PROCUREMENT SERVICES

NOTICE OF TIME EXTENSION POSTINGS OF AWARD RELATED DOCUMENTS

For solicitations issued by the Information Technology Management Office, the Statement of Award or Intent to Award will be posted at this location on the date published on the solicitation. If the appropriate award document has not been posted at this location by the close of business on the date published on the solicitation, contact the procurement officer whose name and contact information appears on the cover page of the solicitation, or if applicable, the last amendment to the solicitation.

For additional information, please reference Regulation 19-445.2090(B).

[Refresh](#)

Solicitation Number	Solicitation Description	Purchasing Agency	Delivery Point	Submission Ending Date/Time
5400024254	STC FOR VEHICLES	Materials Mgmt Ofc	South Carolina	02/23/2024 11:00:00 AM

Solicitation Attachments

Pre-Award Notices

2 solicitation attachments found, displaying all solicitation attachments.

Attachment Name

- 1 [Attachment A.pdf](#)
- 2 [Solicitation.pdf](#)

Date/Time Posted
10/11/2022 02:32:51 PM
01/10/2023 08:29:17 AM

Contract Awards

Post-Award Notices

To view Award Documents, click on the Contract Number below

No contracts found!

[BACK](#)

Vendor: Performance CDJR

Contract#: 4400029871

Vendor#: 7000241847

Address: 605 Warsaw Road, Clinton, NC 28328

Contact: Amy Hill

Phone#: 910-592-5337

Email: ahill@ramclinton.com

Contact: Gene Daniel

Phone#: 910-592-5337

Email: gdaniel@ramclinton.com



We Are Columbia

MEETING DATE: March 7, 2023

DEPARTMENT: Procurement and Contracts

FROM: Shannon Lizewski, Interim Director

SUBJECT: Council is asked to approve the Purchase of a 2024 Peterbilt Truck with a 29 Cubic Yard Collecstar for the Public Works Department, as requested by the Fleet Services Division on February 16, 2023. Award to Peterbilt of Knoxville, dba The Peterbilt Store-Columbia using the Sourcwell Contract in the amount of \$366,287.00. This vendor is located in Knoxville, TN.

REQUISITION NO.: R220905

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: Capital Replacement - Auto, Trucks, Heavy Equipment-Capital (6308972-658500). The original budget amount is \$366,287.00.

We respectfully request Council's approval for this purchase using the Sourcwell Contract 060920-PMC Vendor, Peterbilt of Knoxville, DBA The Peterbilt Store-Columbia.

Sec. 2-204. (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 a cooperative agreement.

ATTACHMENTS:

- **#a:** Peterbilt Quote (XLSX)
- **#b:** Peterbilt Sourcwell Contract 060920 (PDF)

		225 Rolling Meadow Lane West Columbia, SC 29172 Cole Suttle (803) 240-1413 csuttle@thepetestore.com		Sourcewell Pricing Per Peterbilt Motors Company Contract # 060920-PMC	
Date: 2/15/2023		PO #		Member # 66248	
Customer: City of Columbia		End User:			
Bill To: David Foster		Ship to:			
Address: 2910 Colonial DR.		Address:			
Phone:		8035453805 Phone:			
Email: jimmy.foster@columbiasc.gov		Email:			
Item #	Description	Qty	Unit Price	Discount	Price
1	2024 Peterbilt 520 RH with MX11 400HP Engine and 4500RDS Allison Transmission	1	\$ 276,366	25.00%	\$ 207,275
3	Chassis Floorplan per Day	200	\$ 30		\$ 6,000
2	Fuel Surcharge	1	\$ 550		\$ 550
4	CARB Surcharge	1	\$ 2,080		\$ 2,080
5	Fuel, Delivery and Training	1	\$ 1,850		\$ 1,850
6	5YR/200k ENG/AFT	1	\$ 2,402		\$ 2,402
7	2YR Allison EXT	1	\$ 1,096		\$ 1,096
8	1YR Towing	1	\$ 300		\$ 300
9	G-S Products 29 CU YD Collecstar	1	\$ 143,133		\$ 143,133
10					\$ -
11					\$ -
12					\$ -
ANY CHANGES TO THE CHASSIS AND/OR THE BODY COMPANY DESTINATION MUST BE MADE 90 DAYS BEFORE THE SCHEDULED BUILD DATE!! ANY CHANGES MADE INSIDE THE 90 DAY PERIOD ARE SUBJECT TO PETERBILT CHANGE ORDER FEES.				Invoice Subtotal	\$ 364,686
BOTH PAGES OF THIS ORDER COMPRISE THE ENTIRE AGREEMENT AFFECTING THIS PURCHASE. PURCHASER AGREES THAT THIS ORDER INCLUDES ALL OF THE TERMS AND CONDITIONS ON BOTH THE FACE AND REVERSE/SIDE HEREOF THAT THIS ORDER CANCELS AND SUPERSEDES ANY PRIOR AGREEMENT AS OF THIS DATE HERE OF COMPRISES THE COMPLETE AND EXCLUSIVE STATEMENT OF THE TERMS OF THE AGREEMENT RELATING TO THE SUBJECT MATTERS COVERED HEREBY AND THAT THE PURCHASER BY HIS EXECUTION OF THIS ORDER ACKNOWLEDGES THAT HE HAS READ ITS TERMS AND CONDITIONS AND AGREES TO THE SAME AND HAS RECEIVED A TRUE COPY OF THIS ORDER. THERE IS NO AGREEMENT, GUARANTEE, OR WARRANTY OF MERCHANTABILITY OR OTHERWISE, VERBAL OR WRITTEN, EXPRESSED OR IMPLIED, EXTENDING BEYOND THE DESCRIPTION OF THE GOODS ON THE PAGE OF THIS AGREEMENT.				Business Fees	\$ 802
				The Pete Store Processing Fees	\$ 299
				Sub Total	\$ 365,787
Estimated delivery for the chassis would be the second half of 2023. Delivery dates may change due to high demand for available units. Pricing is subject to additional surcharges and/or increases from Peterbilt and/or the body upfitter. Unless otherwise stated, the chassis includes 30 days of floorplan with this quote.				Deposit Received	
				TOTAL	\$ 365,787

ADDITIONAL CONDITIONS OF SALE

It is further understood and agreed that the order on the reverse side hereof is subject to the following terms and conditions:

DISCLAIMER OF CONSEQUENTIAL DAMAGES: In the event of any civil action by Purchaser against Dealer or Manufacturer. Customer shall not be entitled to recover any consequential damages as defined in the Uniform Commercial Code, as enacted in the state where Dealer is located, including but not limited to, loss of profits and down time.

WARNING: Air Leaf/Air Trac with tracking rod suspension, which has a ride height approximately 2.4 inches higher than that of the low air leaf suspension, is generally not suitable for high cube/low frame height applications. Customer should verify its height requirements and specify the low air leaf suspension when a lower frame height is required.

Any warranties on the product(s) sold hereby are those made by manufacturer. Any printed manufacturer's warranty delivered to customer with said product(s) is a contract solely between manufacturer and customer and is not a part of the sale or bargain between customer and dealer. Except for any such warranty made by manufacturer, said product(s) are sold on an 'as is, where basis, in lieu of all other warranties, express or implied, including any warranty of merchantability or fitness for a particular purpose, each of which are expressly disclaimed.

Placement of any customer's deposit into dealer's account shall not mean that dealer has accepted this order. This order shall not become binding upon dealer, until accepted by dealer's authorized representative. A list of authorized representatives may be obtained, by request sent to the address listed herein.

1. **PARTIES TO ORDER; DEFINITIONS.** As used in this Order, the terms: (a) "Dealer" shall mean the authorized Dealer to whom this Order is addressed and who shall become a party hereto only by its acceptance hereof; (b) "Customer" shall mean the party executing this Order as such on the face hereof; (c) "Manufacturer" shall mean the Corporation that manufactured the Product, it being understood by Customer and Dealer that Dealer is in no respect the agent of Manufacturer. That Dealer and Customer are the sole parties to this Order and that reference to Manufacturer herein is for the purpose of explaining generally certain contractual relationships existing between Dealer and Manufacturer with respect to the Product; (d) "Product" or "Products" shall mean the new and/or used vehicle or vehicles or other products, which are being purchased by Customer, as set forth in this Order.

2. **CHANGES BY MANUFACTURER; EFFECT ON ORDER.** Manufacturer has reserved the right to change the price to Dealer of new motor vehicles without notice, in the event the price to Dealer of motor vehicles of the series and style ordered hereunder is changed by Manufacturer prior to delivery of the new motor vehicle ordered hereunder to Customer. Dealer reserves the right to change the cash delivered price of such motor vehicle to Customer accordingly. If such cash delivered price is increased by Dealer, Customer may, if dissatisfied therewith, cancel this Order, in which event if a motor vehicle has been traded in as a part of the consideration for such motor vehicle, such used motor vehicle shall be returned to Customer upon payment of a reasonable charge for storage and repairs (if any) or, if such used motor vehicle has been previously sold by Dealer, the amount received therefore, less a selling commission of 15% and any expenses.

3. **REAPPRAISAL OF USED MOTOR VEHICLE.** If the used motor vehicle which has been traded in as a part of the consideration for the motor vehicle ordered hereunder is not to be delivered to Dealer until delivery to Customer of such motor vehicle, the used motor vehicle shall be reappraised at that time and such reappraised value shall determine the allowance made for such used motor vehicle. If such reappraised value is lower than the original allowance therefore shown on the front of this Order, Customer may, if dissatisfied therewith, cancel this Order, provided, however, that such right to cancel is exercised prior to the delivery of the motor vehicle ordered hereunder to the Customer and surrender of the used motor vehicle to Dealer.

4. **DELIVERY OF USED MOTOR VEHICLE BY CUSTOMER- CUSTOMER WARRANTY OF TITLE.** Customer agrees to deliver to Dealer satisfactory evidence of title to any used motor vehicle traded in as a part of the consideration for the motor vehicle ordered hereunder at the time of delivery of such used motor vehicle to Dealer. Customer warrants any such used motor vehicle to be his properly and free and clear of all liens and encumbrances except as otherwise noted herein.

5. **REFUSAL OF ACCEPTANCE OF MOTOR VEHICLE; RIGHTS OF DEALER.** Unless this Order shall have been cancelled by Customer under and in accordance with the provisions of paragraph 2 or 3 above, Dealer shall have the right, upon failure or refusal of Customer to accept delivery of any product ordered hereunder and to comply with the terms of this Order, or upon the existence of circumstances, which provide Dealer with a reasonable basis for believing Customer intends to breach its obligations under this Order; to exercise any and/or all of the following remedies: cancel this Order; retain any cash deposit made by Customer; in the event a used motor vehicle has been traded in as a part of the consideration for the product ordered hereunder, sell such used motor vehicle and reimburse itself out of the proceeds of such sale for the expenses specified in Paragraph 2 above and for such other expenses and losses as Dealer may incur or suffer as a result of order cancellation.

6. **DELAY OR FAILURE IN DELIVERY; LIMITATION OF DEALER LIABILITY.** Dealer shall not be liable for failure to deliver or delay in delivering any product covered by this Order where such failure or delay is due, in whole or in part, to any cause beyond the reasonable control or is without the gross negligence or intended misconduct of Dealer.

7. **LIABILITY FOR TAXES.** The price for the product specified on the face of this Order includes reimbursement for Federal Excise taxes, but does not include sales taxes or occupational taxes based on sales volume, (Federal, State or Local) unless expressly so stated. Customer assumes and agrees to pay, unless prohibited by law, any such sales or use of occupational taxes imposed on or applicable to the transaction covered by this Order, regardless of which party may have primary tax liability thereof. Purchaser is responsible for federal excise tax on add-ons purchased after date of truck sale.

8. **DEFAULT — NEW & USED VEHICLE** - In the event of default, which includes, but is not limited to (1) Purchaser's check is returned without payment; (2) promissory note not timely paid; (3) trade-in vehicle not delivered to dealer; (4) trade-in title not delivered unencumbered; (5) failure to cooperate and sign documents; and/or (6) failure or refusal of Purchaser to accept delivery of the motor vehicle ordered hereunder, Dealer shall be entitled, at its discretion, to the choice of remedies in this Agreement, which may be used separately or together, including (1) cancel purchase order; (2) repossess vehicle without notice; (3) rescind the sales transaction; (4) seek collection the amounts due; and/or (5) retain as liquidated damages any cash payment made by Purchaser, and in the event a used motor vehicle has been traded in as a part of the consideration for the motor vehicle ordered hereunder, to sell such used motor vehicle and reimburse himself out of the proceeds of such sale for any actual damages suffered by Dealer as a result of such default. Dealer shall be entitled to recover from Purchaser for an event of default costs for repossession/collection, reasonable interest plus reasonable attorney's fees. Any waiver of all or part of a remedy is not a continuing waiver.

9. **DOCUMENTS** - Purchaser agrees to cooperate and execute all documents required by Dealer to complete the sale/lease of a vehicle. Default provisions of paragraph 8 apply for failure. In the event the Buyer's Order must be retyped or changed, purchaser agrees to execute a new Buyer's Order so long as there is not a material change in the terms agreed upon.

10. **CASH TRANSACTION** - In the case of a cash transaction, title to the ordered vehicle shall not pass to the Purchaser until the Dealer shall have received, in cash, the full amount of the unpaid balance. However, the Dealer may, at its discretion, pass title to the ordered vehicle prior to receipt of the full amount of the Unpaid Balance. The passing of title prior to receipt of the full cash amount of unpaid balance shall not relieve purchaser's obligation to pay, in full, the Unpaid Balance as shown on the reverse side hereof, in the event that the transaction covered the order is not a cash transaction, Purchaser agrees to execute before or at the time of delivery of the ordered vehicle, such conditional sales contracts and other instruments be required by Dealer.

11. **SECURITY AGREEMENT** -- Purchaser hereby grants Dealer, its successors and assigns, a security interest in the motor vehicle, equipment and accessories to be purchased pursuant to this agreement and such security interest shall remain in effect until all sums due hereunder have been paid in full.

12. **ESTIMATES** -- Any amount marked as an "estimate" on this agreement is based on the best information available to the Dealer and is subject to change when the true amount is determined.

13. **USED VEHICLE DISCLOSURE** -- The information on you see on the window form for this vehicle is part of this contract/order. Information on the window form overrides any contrary provisions in the contract/order of sale. Under Virginia law, the failure to provide the Buyer's Guide required by Federal Law or an "As Is" Sale Disclosure may subject the dealer to a civil penalty of no more than \$1,000 and may allow buyer to cancel the sale within 30 days.

14. Any holder of this consumer credit contract is subject to all claims and defenses which the debtor could assert against the seller of goods or services obtained pursuant hereto or with the proceeds hereof. Recovery hereunder by the debtor shall not exceed amounts paid by the debtor hereunder.

15. If you are financing this vehicle, please read this notice: you are proposing to enter into a retail installment sales contract with the dealer. Part of your contract involves financing the purchase of your vehicle. If you are financing this vehicle and the dealer intends to transfer your financing to a finance provider such as a bank, Credit union or other lender, your vehicle purchase depends on the finance provider's approval of your proposed retail installment sales contract. If your retail installment sales contract is approved without a change that increases the cost or risk to you or the dealer, your purchase cannot be cancelled, if your retail installment sales contract is not approved, the dealer will notify you verbally or in writing. You can then decide to pay for the vehicle in some other way or you or the dealer can cancel your purchase. If the sale is cancelled, you need to return the vehicle to the dealer within 24 hours of verbal or written notice in the same condition it was given to you, except for normal wear and tear. Any down payment or trade-in you gave the dealer will be returned to you. If you do not return the vehicle within 24 hours of verbal or written notice of cancellation, the dealer may locate the vehicle and take it back without further notice to you as long as the dealer follows the law and does not cause a breach of the peace when taking the vehicle back. If the dealer does not return your down payment and any trade-in when the dealer gets the vehicle back in the same condition it was given to you, except for normal wear and tear, the dealer may be liable to you under the Virginia consumer protection act."

Signed By: _____ Date: _____

Signature _____ Date _____

Printed Name: _____ Title: _____

AUTHORIZED REPRESENTATIVE OF THE DEALERSHIP

THIS ORDER IS NOT VALID UNLESS SIGNED BY AN AUTHORIZED REPRESENTATIVE OF THE DEALERSHIP.

**Solicitation Number: RFP #060920****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Peterbilt Motors Company, 1700 Woodbrook Street, Denton, TX 76205 (Vendor).

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada.

Vendor desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires August 1, 2024, unless it is cancelled sooner pursuant to Article 24. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.
- C. **SURVIVAL OF TERMS.** Articles 11 through 16 survive the expiration or cancellation of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Vendor will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Vendor's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new/current model. Vendor may offer close-out or refurbished Equipment or Products if they are clearly indicated in

Vendor's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. **WARRANTY.** Vendor warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Vendor warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Vendor's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that is effective past the expiration of the Vendor's warranty will be passed on to the Participating Entity.

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution, Vendor will make available to Sourcwell a means to validate or authenticate Vendor's authorized dealers, distributors, and/or resellers relative to the Equipment, Products, and Services related to this Contract. This list may be updated from time-to-time and is incorporated into this Contract by reference. It is the Vendor's responsibility to ensure Sourcwell receives the most current version of this list.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced as stated in Vendor's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Vendor must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcwell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery.

Vendor's Dealer will perform a Pre-Delivery Inspection (PDI) which is included in the price of the vehicle. Any issues with the Equipment or Products will be addressed at PDI and corrected through the Vendor warranty process.

Sourcwell may declare the Vendor in breach of this Contract if the Vendor intentionally delivers substandard or inferior Equipment or Products. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Vendor as soon as possible and the Vendor will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

B. SALES TAX. Each Participating Entity is responsible for supplying the Vendor with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Vendor may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Vendor determines it will offer Hot List Pricing, it must be submitted electronically to Sourcwell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcwell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Vendor may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcwell Price and Product Change Request Form to the assigned Sourcwell Contract Administrator. This form is available from the assigned Sourcwell Contract Administrator. At a minimum, the request must:

- Identify the applicable Sourcwell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Request Form will be become an amendment to this Contract and be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Vendor understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Vendor is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential members to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Vendor's employees may be required to perform work at government-owned facilities, including schools. Vendor's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Vendor that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Vendor. Typically, a Participating Entity will issue an order directly to Vendor's Dealer, referencing Vendor's contract number. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration of this Contract; however, Vendor performance, Participating Entity payment, and any applicable warranty periods or other Vendor or Participating Entity obligations may extend beyond the term of this Contract.

Vendor's acceptable forms of payment are included in Attachment A. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. **ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM.** Additional terms and conditions to a purchase order may be negotiated between a Participating Entity and Vendor, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum; the terms of which will be worked out directly between the Participating Entity and the Vendor. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. **PERFORMANCE BOND.** If requested by a Participating Entity, Vendor's Dealer will provide a performance bond that meets the requirements set forth in the Participating Entity's order.

D. **SPECIALIZED SERVICE REQUIREMENTS.** In the event that the Participating Entity requires service or specialized performance requirements (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements) not addressed in this Contract, the Participating Entity and the Vendor may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

E. **TERMINATION OF ORDERS.** Participating Entities may terminate an order, in whole or in part, immediately upon notice to Vendor in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the goods to be purchased;
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements; or
3. Vendor commits any material breach of this Contract or the additional terms agreed to between the Vendor and a Participating Entity.

F. **GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. **PRIMARY ACCOUNT REPRESENTATIVE.** Vendor will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcwell and Participating Entity inquiries; and
- Business reviews to Sourcwell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Vendor must perform a minimum of one business review with Sourcwell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Vendor must provide a contract sales activity report (Report) to the Sourcwell Contract Administrator assigned to this Contract. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Vendor must submit a report indicating no sales were made).

The Report must contain the following fields:

- Customer Name (e.g., City of Staples Highway Department);
- Customer Physical Street Address;
- Customer City;
- Customer State/Province;
- Customer Zip Code;
- Customer Contact Name;
- Customer Contact Email Address;
- Customer Contact Telephone Number;
- Sourcwell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcwell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Vendor.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcwell, the Vendor will pay an administrative fee to Sourcwell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Vendor may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Vendor will submit a check payable to Sourcwell for the administrative fee amount stated in the Proposal multiplied by the total number of trucks purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Sourcwell-assigned contract number in the memo and must be mailed to the address above "Attn:

Accounts Receivable.” Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Vendor agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Vendor is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Vendor in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract’s expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Vendor’s Authorized Representative is the person named in the Vendor’s Proposal. If Vendor’s Authorized Representative changes at any time during this Contract, Vendor must promptly notify Sourcewell in writing.

10. ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. ASSIGNMENT. Neither the Vendor nor Sourcewell may assign or transfer any rights or obligations under this Contract without the prior consent of the parties and a fully executed assignment agreement. Such consent will not be unreasonably withheld.

B. AMENDMENTS. Any amendment to this Contract must be in writing and will not be effective until it has been fully executed by the parties.

C. WAIVER. If either party fails to enforce any provision of this Contract, that failure does not waive the provision or the right to enforce it.

D. CONTRACT COMPLETE. This Contract contains all negotiations and agreements between Sourcewell and Vendor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party.

E. RELATIONSHIP OF THE PARTIES. The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. LIABILITY

Vendor must indemnify, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees, arising out of the performance of this Contract by the Vendor or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications.

12. AUDITS

Sourcewell reserves the right to review the books, records, documents, and accounting procedures and practices of the Vendor relevant to this Contract for a minimum of 6 years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

13. GOVERNMENT DATA PRACTICES

Vendor and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Vendor under this Contract.

If the Vendor receives a request to release the data referred to in this article, the Vendor must immediately notify Sourcewell and Sourcewell will assist with how the Vendor should respond to the request.

14. INDEMNIFICATION

As applicable, Vendor agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Vendor in violation of applicable patent or copyright laws.

15. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
 - a. Sourcewell grants to Vendor a royalty-free, worldwide, non-exclusive right and license to use the Trademark(s) provided to Vendor by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Vendor.

- b. Vendor grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Vendor's Trademarks in advertising and promotional materials for the purpose of marketing Vendor's relationship with Sourcewell.
- 2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to its and their respective distributors, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.
- 3. *Use; Quality Control.*
 - a. Sourcewell must not alter Vendor's Trademarks from the form provided by Vendor and must comply with Vendor's removal requests as to specific uses of its trademarks or logos.
 - b. Vendor must not alter Sourcewell's Trademarks from the form provided by Sourcewell and must comply with Sourcewell's removal requests as to specific uses of its trademarks or logos.
 - c. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's Trademarks only in good faith and in a dignified manner consistent with such party's use of the Trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.
- 4. *Termination.* Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of vendors which may be used until the next printing). Vendor must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Vendor individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Materials should be sent to the Sourcewell Contract Administrator assigned to this Contract.

D. **ENDORSEMENT.** The Vendor must not claim that Sourcewell endorses its Equipment, Products, or Services.

16. GOVERNING LAW, JURISDICTION, AND VENUE

Minnesota law governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state court in Todd County or federal court in Fergus Falls, Minnesota.

17. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

18. SEVERABILITY

If any provision of this Contract is found to be illegal, unenforceable, or void then both Sourcewell and Vendor will be relieved of all obligations arising under such provisions. If the remainder of this Contract is capable of performance, it will not be affected by such declaration or finding and must be fully performed.

19. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Vendor will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Vendor may escalate the resolution of the issue to a higher level of management. The Vendor will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Vendor must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Vendor fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed will be borne by the Vendor.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

Written notice of default and a reasonable opportunity to cure must be issued by the party claiming default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

20. INSURANCE

A. REQUIREMENTS. At its own expense, Vendor must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Vendor will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for Products-Completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Vendor will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms

no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance.* During the term of this Contract, Vendor will maintain umbrella coverage over Workers' Compensation, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

5. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Professional Liability.* During the term of this Contract, Vendor will maintain coverage for all claims the Vendor may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Vendor's professional services required under this Contract.

Minimum Limits:

\$2,000,000 per claim or event

\$2,000,000 – annual aggregate

6. *Network Security and Privacy Liability Insurance.* During the term of this Contract, Vendor will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Vendor's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

Failure of Vendor to maintain the required insurance will constitute a material breach entitling Sourcwell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Vendor must furnish to Sourcwell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcwell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcwell Contract Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. All policies must include there will be no cancellation, suspension, non-renewal, or reduction of coverage without 30 days' prior written notice to the Vendor.

Upon request, Vendor must provide to Sourcewell copies of applicable policies and endorsements, within 10 days of a request. Failure to request certificates of insurance by Sourcewell, or failure of Vendor to provide certificates of insurance, in no way limits or relieves Vendor of its duties and responsibilities in this Contract.

C. **ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE.** Vendor agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Vendor's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Vendor, and products and completed operations of Vendor. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. **WAIVER OF SUBROGATION.** Vendor waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Vendor or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Vendor or its subcontractors. Where permitted by law, Vendor must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. **UMBRELLA/EXCESS LIABILITY.** The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies).

F. **SELF-INSURED RETENTIONS.** Any self-insured retention in excess of \$10,000 is subject to Sourcewell's approval.

21. COMPLIANCE

A. **LAWS AND REGULATIONS.** All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. **LICENSES.** Vendor must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Vendor conducts with Sourcewell and Participating Entities.

22. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Vendor certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during

this Contract Vendor declares bankruptcy, Vendor must immediately notify Sourcewell in writing.

Vendor certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Vendor further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

23. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may also require additional requirements based on specific funding specifications. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Vendor’s Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The

decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Vendor must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations

issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Vendor certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Vendors must file any required certifications. Vendors must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Vendors must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Vendors must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Vendor must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Vendor further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Vendor must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Vendor must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

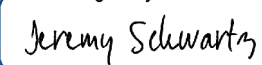
K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Vendor agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

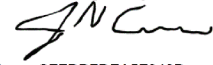
24. CANCELLATION

Sourcwell or Vendor may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcwell may cancel this Contract immediately upon discovery of a material defect in any certification made in Vendor's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcwell

DocuSigned by:
By: 
C0FD2A139D06489...
Jeremy Schwartz
Title: Director of Operations &
Procurement/CPO
Date: 7/30/2020 | 3:01 PM CDT

Peterbilt Motors Company

DocuSigned by:
By: 
CFFDD7DEA5F948D...
Joe Curran
Title: National Fleet Sales Manager
Date: 7/30/2020 | 3:21 PM CDT

Approved:

DocuSigned by:
By: 
7E42B8F817A64CC...
Chad Coauette

060920-PMC

Title: Executive Director/CEO

Date: 7/30/2020 | 3:24 PM CDT

RFP 060920 - Class 4-8 Chassis with Related Equipment, Accessories, and Services

Vendor Details

Company Name: Peterbilt Motors Company
Address: 1700 Woodbrook St
Denton, Texas 76205
Contact: Joe Curran
Email: joe.curran@paccar.com
Phone: 615-613-1394
Fax: 615-613-1394
HST#: 91-0351110

Submission Details

Created On: Monday May 04, 2020 08:12:45
Submitted On: Tuesday June 09, 2020 14:02:13
Submitted By: Joe Curran
Email: joe.curran@paccar.com
Transaction #: e7632b47-150f-42d4-8811-8eb9b224a263
Submitter's IP Address: 165.225.0.105

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Please do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; mark "NA" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (and applicable d/b/a, if any):	Peterbilt Motors Company	*
2	Proposer Address:	1700 Woodbrook Street Denton, Texas 76205	*
3	Proposer website address:	http://www.peterbilt.com	*
4	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Joe Curran National Fleet Sales Manager 1700 Woodbrook Street Denton, Texas 76205 joe.curran@paccar.com (615) 613-1394	*
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Joe Curran National Fleet Sales Manager 1700 Woodbrook Street Denton, Texas 76205 joe.curran@paccar.com (615) 613-1394	*
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Mitesh Naik Director of Medium Duty Truck Sales 1700 Woodbrook Street Denton, Texas 76205 (940) 591-4107	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *
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7	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	Peterbilt Motors Company was founded in 1939. For 80+ years Peterbilt has been manufacturing Medium-Duty and Heavy-Duty commercial trucks for the U.S. & Canadian Market. We are proud to be American-owned, headquartered in the great state of Texas. Peterbilt operates manufacturing and parts distribution facilities across the U.S. & Canada and has a large independently owned & operated dealer network consisting of 405 locations and adding on average of 25 locations per year. Our trucks are recognized as the most reliable, durable, and highest quality trucks, well suited for the harshest vocational applications that government/municipal fleets operate in on a daily basis. Peterbilt's core values: 1) Purposeful Innovation, 2) Individualized Solutions, 3) Enduring Craftsmanship, and 4) Pride and Class 1) Purposeful Innovation – Provide technologically advanced products and services that deliver outstanding performance and value. 2) Individualized Solutions – Customize every Peterbilt product to meet the unique business needs of the customer, and support the customer with after-sales programs and services tailored to them. 3) Enduring Craftsmanship – Manufacture the industry's most durable and reliable trucks, assembled to the highest quality standards by the industry's proudest employees. 4) Pride & Class – Maintain a passion for unrivaled performance, forged out of the heritage of the iconic brand and focused on inspired styling and a premium driver experience. Peterbilt's business philosophy Peterbilt's business philosophy is to produce the highest quality, most durable, reliable trucks on the market that provide our owners with years of dependable and efficient service and therefore the best return on investment. Peterbilt trucks are designed to last longer than any other truck on the market - on purpose! Peterbilt is the most highly desired truck on the used-truck market for a reason; the trucks are still reliable & dependable and can provide many more years of service. In fact, 94% of Peterbilt trucks in-serviced 20 years ago are STILL being in-serviced now - far better than competing OEMs.
8	What are your company's expectations in the event of an award?	Peterbilt has marketed the Sourcewell Program on it's website; both internally and externally. We take every opportunity to advertise our contract with Sourcewell; trade-shows, conventions, expositions, dealer open houses, and dealer training events, etc. We hold Sourcewell Webinars for our entire dealer network multiple times/year and release Dealer Bulletins to further communicate and promote our contract. If awarded, we would continue to aggressively promote our Sourcewell contract both internally & externally at events, through training, marketing, social media, etc. Our expectation is that Sourcewell members will continue to utilize the Peterbilt contract in order to secure vehicles that offer class leading reliability, durability, and value.

9	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Peterbilt is a Division of Paccar, Inc. (www.paccar.com). Paccar Inc designs, manufactures, and distributes light, medium, and heavy-duty commercial trucks in the United States, Europe, and internationally. The company operates in three segments: Truck, Parts, and Financial Services. The Truck segment designs, manufactures, and distributes trucks that are used for the over-the-road and off-highway hauling of commercial and consumer goods. It sells its trucks through a network of independent dealers under the Kenworth, Peterbilt, and DAF nameplates. PACCAR had an outstanding year in 2019, generating record revenues and profits as well as industry leading operating margins. Revenues climbed to \$25.6 billion and net income was \$2.39 billion; delivering an after-tax return on revenue of 9.3%. The company has earned annual net income for 81 consecutive years. PACCAR's financial results reflect the company's premium-quality trucks and services, technology leadership, strong global truck markets and record truck deliveries, complemented by record aftermarket parts sales and good financial services results worldwide. These excellent results were due to the capabilities and efforts of our employees who delivered industry leading product quality, innovation and outstanding operating efficiency. PACCAR delivered a record 198,800 trucks to its customers, and sold a record \$4.02 billion of aftermarket parts. PACCAR's excellent credit ratings of A+/A1 supported PACCAR Financial Services' record new loans and leases of \$5.63 billion. Year-end stockholders' equity was a record \$9.71 billion. Class 8 truck industry retail sales in North America, including Mexico, were 336,000 vehicles in 2019 compared to 311,000 the prior year. The European 16+ tonne market in 2019 was 320,000 vehicles compared to 319,000 in 2018. PACCAR customers are generating good profits due to strong freight tonnage, low fuel prices and the superior operating efficiency of Kenworth, Peterbilt and DAF trucks. PACCAR's strong financial performance in 2019 benefited from PACCAR Parts' record pre-tax profits of \$830.8 million and PACCAR Financial Services' pre-tax profits of \$298.9 million. After-tax return on beginning stockholders' equity was an industry leading 27.8% in 2019. PACCAR's financial performance has enabled the company to declare \$7 billion in dividends during the last ten years, which is over 50% of the net income generated during that same period. PACCAR's total stockholder return in 2019 was 45% versus 31% for the S&P 500 Index. Paccar Annual Report attached.	*
10	What is your US market share for the solutions that you are proposing?	Class 6/7: 8.50% Class 8: 15.00% Above numbers take into account ALL trucks/tractors with the majority being freight-hauling tractors and inner-city delivery trucks. Looking only at Vocational-Trucks, which includes the government sector, Peterbilt market share is overall 22% (Class 6/7/8 - all inclusive).	*
11	What is your Canadian market share for the solutions that you are proposing?	Class 6/7: 7.70% Class 8: 11.30% Above numbers take into account ALL trucks/tractors with the majority being freight-hauling tractors and inner-city delivery trucks. Looking only at Vocational-Trucks, which includes the government sector, Peterbilt market share is overall 21% (Class 6/7/8 - all inclusive).	*
12	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No.	*

13	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	Peterbilt Motors Company is a manufacturer of commercial trucks. Peterbilt has a dealer network of 405 locations across the U.S. & Canada. Peterbilt dealers are independently owned & operated. All Peterbilt dealers must meet stringent sales, service, and parts support requirements as set forth in their dealer contract with Peterbilt Motors Company & Paccar, Inc. Peterbilt dealers employ 1,000+ salespersons across the U.S. & Canada. Dealer sales personnel are required to stay up to date on the latest product updates, industry technologies, emissions, etc through in-person & on-line training throughout each calendar year. All Peterbilt dealer salespersons are licensed to sell in the States they are assigned. In addition to the dealer network sales force, Peterbilt Motors also employs a factory-sales-management staff of approximately 40; 13 of which are focused on Vocational Trucks, including government/municipal accounts. Peterbilt also employs an individual dedicated to government contracts and the Sourcewell contract. Peterbilt factory sales managers are required to complete truck product, and all other industry related training throughout the year. All Peterbilt factory sales managers are licensed to sell in the States they are assigned. Peterbilt dealer AND factory sales forces work collaboratively with fleets to ensure the customer experience is optimized in regards to truck specifications, performance, etc. Peterbilt dealer service network includes 405+ locations (add ~25/year), 60 independent dealer groups, 5,000+ dealer personnel, and highly trained technicians that are ALL 100% factory certified. Peterbilt dealer locations perform all levels of service work from standard preventive maintenance to warranty repairs to complete engine rebuilds. Dealers also offer custom maintenance solutions including contract maintenance, mobile service, and on-site technician support. Peterbilt dealers offer on-site comprehensive fluid analysis, DOT inspections and RapidCheck Express Service (provide diagnostics and an estimate of repairs in two hours or less). Dealers offer drop off service as well as pick-up and delivery. Dealers also provide Mobile Service truck for repairs at your locations.. 24/7 roadside assistance as well as a 24/7 repair hotline also available at 1-800-4-PETERBILT. Peterbilt factory service support management team consists of 30+ individuals across the U.S. & Canada that work collaboratively with our dealers service managers and technicians to take care of our customers & their trucks, from in-depth troubleshooting to warranty & policy support.
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14	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	Peterbilt Manufacturing facilities are ISO 9001:2008 certified. Peterbilt maintains ISO 14001:2015 Environmental Management System (EMS) to improve its environmental programs and to reduce the environmental impacts of its operations and activities. Peterbilt trucks conform to all applicable Federal Motor Vehicle Safety Standards (FMVSS). Peterbilt trucks are equipped with emission control equipment to comply with all applicable US Environmental Protection Agency (EPA) regulations governing control of air pollution from new motor vehicles and new motor vehicle engines, which are in effect on the date of manufacture. In addition, all vehicles conform to the State of California Vehicle Code air quality standards (CARB) for new motor vehicles and new motor vehicle engines in effect on the date of vehicle manufacture. The exterior sound level of Peterbilt vehicles conforms to the noise legislation of the US Department of Transportation and the EPA. The interior sound level of Peterbilt vehicles, when measured in accordance with the test procedure of SAE J336 do not exceed the decibels per hour dictated in the test procedure. Peterbilt brake systems meet all NHSTA FMVSS regulations. Peterbilt trucks are equipped with a lighting system that conforms to the requirements of FMVSS 108. Peterbilt standard seat belt assembly (shoulder and lap), restraint system hardware, mounting, and performance conform to FMVSS Nos. 208, 209, 210. All instruments, indicators, and panel controls are located, identified and illuminated to conform to 49 CFR, Part 571, FMVSS No. 101. Peterbilt dealers are authorized/certified/licensed to sell Class 5-8 commercial trucks in the States & Provinces in which they do business.	*
15	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	N/A	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
16	Describe any relevant industry awards or recognition that your company has received in the past five years	2015 - Peterbilt Denton achieved ISO 14001 environmental and 'no-waste-to-landfill' certifications.. 2016 - The PACCAR MX-11 was named a Top 20 product by Heavy Duty Trucking magazine. 2016 - Peterbilt's truck factory in Denton, Texas and the PACCAR engine factory in Columbus, Mississippi earned Frost and Sullivan's "Manufacturing Leadership" awards for operational excellence and incorporation of the "Internet of Things" into manufacturing processes. 2017 - The PACCAR Engine Factory in Columbus, Mississippi earned the "2017 Quality Plant of the Year" award from Quality Magazine. 2018 - Peterbilt in Denton, Texas, the PACCAR engine factory in Columbus, Mississippi and PACCAR Ste-Thérèse, Canada each earned a prestigious Manufacturing Leadership Award from Frost & Sullivan, a leading industry research firm. 2019 - Peterbilt Denton earned "Manufacturing Leadership" awards from the National Association of Manufacturers. 2019 - PACCAR was honored as a global leader in environmental practices by environmental reporting firm CDP, earning recognition on the 2019 CDP Climate Change A List. 2019 - Peterbilt was recognized as a "Top Place for Women to Work" by the Women in Trucking organization.	*
17	What percentage of your sales are to the governmental sector in the past three years	2%	*
18	What percentage of your sales are to the education sector in the past three years	<1%	*
19	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	Peterbilt Motors Company only Cooperative purchasing contract is with Sourcewell. Rush Truck Centers holds contracts with The Florida Sheriffs Association (FSA) and the Houston-Galveston Area Council (H-GAC). Annual volume data available by request through Rush Enterprises.	*
20	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	N/A	*

Table 4: References/Testimonials

Line Item 21. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
Southeastern Public Service Authority - Chesapeake, VA	Angie Hutchins	757-961-3562	*
County of Fresno, CA	Mike Downing/Ken Christiansen	559-600-7528 559-600-7511	*
Algonquin Township, IL	Andrew Gasser	850-866-0155	*
City of Portsmouth, VA	Kenny Strickland	757-393-8629	
City of Virginia Beach, VA	Reggie Padgett	757-385-1925	

Table 5: Top Five Government or Education Customers

Line Item 22. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
United States Postal Service	Government	District of Columbia - DC	Medium Duty & Class 8 truck & tractors Trucks purchased: Peterbilt Model 220 Cab-over 33,000lb GVW trucks. Peterbilt Model 337 Conventional 33,000lb GVW trucks. Peterbilt Model 348 Conventional 43,000lb GVW trucks. Peterbilt Model 520 Cab-over 43,000lb GVW trucks. Peterbilt Model 520 Cab-over 80,000lb GVW tractors.	Grand Total: 2,200 over the last 3 years	Approximately \$175 Million	*
City of Los Angeles	Government	California - CA	Medium Duty & Class 8 trucks	83 over the last 3 years	Approximately \$10 Million	*
City of Phoenix	Government	Arizona - AZ	Class 8 Trucks	59 over the last 3 years	Approximately \$7.5 Million	*
City & County of Honolulu	Government	Hawaii - HI	Class 8 Trucks	38 over the last 3 years	Approximately \$5 Million	*
City of Baltimore	Government	Maryland - MD	Medium-Duty Trucks (Class 6/7)	31 over the last 3 years	Approximately \$2.5 Million	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcwell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	
23	Sales force.	Peterbilt Motors Company Factory Sales force consists of Peterbilt's General Manager (equivalent to VP/President at other companies), Assistant General Manager, 3 General Sales Managers over the U.S. & Canada that have a total of 6 Region Managers reporting to them based out of Philadelphia (East), Nashville (South), Denton/Dallas (Midwest), Chicago (Great Lakes), Scottsdale/Phoenix (West), and Toronto (Canada). Each Region Manager oversees 3-4 District Sales Managers. In addition, Peterbilt Motors has a separate Medium-Duty Sales Team (1 per Region/Canada), Vocational Sales Team (1 per Region/Canada), and National Account Sales Team (1 per Region/Canada). Peterbilt also has one National Fleet Sales Manager that is dedicated to the Sourcwell Account. All Sales personnel mentioned above collaborate with Peterbilt's Dealer Network Sales teams which consists of 1,085 individuals throughout the US & Canada, including Sales VPs, Directors, Managers, Sales Personnel, and Sales Administrators. Peterbilt Motors Company also has 3 Dealer Sales Councils comprised of Sales Managers and Representative from all over the US & Canada. The 3 Councils are: National-Accounts Sales Council, Vocational/Government Sales Council, and Medium-Duty Sales Council.	*

24	Dealer network or other distribution methods.	Peterbilt Motors Company's dealer network is independently owned & operated. Peterbilt's dealer network consists of 405 locations across the US & Canada with plans to be at 430 by the end of CY2020. In addition to the dealer network, Peterbilt's dealers are supported by 7 Paccar-owned Parts Distribution Centers strategically located across the US. The Parts Distribution Centers maintain a 99% fill-rate. In addition to Peterbilt Dealer parts inventories AND the Paccar Parts Distribution Centers, Peterbilt also offers All-Makes parts at over 300 TRP locations and online at https://trpparts.com/ Peterbilt dealers also maintain strong relationships with several Body-Manufacturers. Many of these Body-Companies are Sourcewell members and stock vehicles that utilize Peterbilt trucks.
25	Service force.	Peterbilt Motors Company maintains an extensive Corporate service force consisting of a General Manager of Service, Assistant General Manager of Service (GM titles at Peterbilt are equivalent of VP at most companies), Director of Field Service, Director of Warranty, 6 Region Service Managers located across the US (East-Philadelphia, South-Nashville, Midwest-Dallas, Great Lakes-Chicago, West-Phoenix, and Canada-Toronto). Each Region Manager has 3 District Service Managers and 2 Engine Service Managers. The dealer network consists of 5,767 service personnel (Service Managers, Shop Foreman, Technicians, Service Advisors, Service Writers, etc.). Peterbilt Motors Company also has a Dealer Service Council that meets multiple times annually to discuss all things service, preventive maintenance, warranty, etc.
26	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Peterbilt's Customer Service Program, TruckCare, starts with the initial request for service from the customer. Fleets can rely on Peterbilt TruckCare (https://partsandservice.peterbilt.com/roadside/) to connect them to the help they need 24 hours a day, 365 days a year. Wherever in the U.S. or Canada, Peterbilt's dealer network will get you back on the road as fast as possible: • Fast help when you call 1-800-4-PETERBILT • Free registration • Assistance with towing, jump and pull starts, tires, mechanical repairs and preventive maintenance services • An efficient roadside assistance system that tracks all aspects of your job • Custom-mapping technology including On-board diagnostics through SmartLink that locates the nearest Peterbilt dealer, other PACCAR dealer or independent service provider to best assist you • Personalized customer profiles to specify your roadside assistance preferences • Bilingual representatives and translation service to ensure quality assistance in any language Peterbilt Dealers must achieve a year-to-date TruckCare Preventive Maintenance Customer Service Score of 90% or higher from Peterbilt Motors Company. The Preventive Maintenance Customer Service Score for each dealer location will reflect a score based upon the following criteria: 1. Dealer's ability to set firm appointment 2. Resolving all customer complaints regarding service quality, customer treatment, or any other complaint deemed reasonable brought to the attention of the Customer Center. 3. Dealer holding appointment slot for customer. 4. Customer is not to wait longer than 1 hour from the scheduled time of the appointment 5. Customer to receive a completed copy of the Preventive Maintenance Inspection Form at the completion of the service. New to Calendar Year 2020 is Peterbilt's "Platinum Service Center Certification". The program is intended to provide superior service for customers. The certification process is stringent: Platinum Factors for Dealerships' scores are based on factors including: • Facilities and drivers lounges. • Expanded hours of service. • Parts availability. • Triage procedure. • Having certified Paccar MX engine technicians. Platinum Service Center locations will receive a special designation in Peterbilt's dealer locator on the company's website as well as a plaque to showcase in their dealership. Customer service is also a reflection of parts support; without the needed parts on hand a service event can be significantly delayed.

		Peterbilt has the parts you need, ready to ship, with a 99% fill rate. Fleets can reduce their inventory levels and gain security by relying on Peterbilt's dealer network of over 405 locations with 7 regional Parts Distribution Centers strategically located across the U.S. Fleets can be set up with Not-to-Exceed Pricing, Consolidated Billing, and dedicated Account Support locally and nationally. Response time capability: Rapidcheck: Available at all Peterbilt Dealer service locations, Rapidcheck provides a Diagnostic check within 2 hours of truck drop-off; No appointment necessary. Rapid Check guarantees the following within 2 hours of when the work order is started: Run initial diagnostic testing on the vehicle Determine needed repairs or if more complete diagnoses is required Check parts availability Provide an estimate of when the vehicle repairs will be complete Communicate all findings to the customer With customer permission, repairs that can be completed within 2 hours will be carried out Response Time Capability: Mobile Service: Peterbilt's dealer network operates a fleet of 100+ mobile repair trucks; the fleet is growing rapidly. Mobile service allows for fast response to problems where the customer cannot or prefers not to bring their vehicle to the Peterbilt dealer location. Common in remote areas or areas where traffic is heavy and therefore drive time to/from dealer is not ideal. Peterbilt also offers National Account Warranty Programs that include: Access to online truck service & option database (E-Portal), Online electronic parts catalog (ECAT), and Field Service Bulletins Option to perform in-house warranty repairs with a sponsoring Dealer Filing Warranty Claims on Behalf of Fleet (Dealer Sponsored) OR Fleet filing direct with Peterbilt (Direct Fleet) Discounted and/or free diagnostic tools	
27	Identify your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Peterbilt's full product line and support services are available to ALL Sourcewell participating entities in the United States.	*
28	Identify your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Peterbilt's full product line and support services are available to ALL Sourcewell participating entities in Canada.	*
29	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	N/A - Peterbilt services ALL geographic areas in the US & Canada.	*
30	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	N/A - Peterbilt will fully service ALL Sourcewell participating entity sectors.	*
31	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	N/A - No specific contract requirements or restrictions apply to Sourcewell entities in Hawaii, Alaska, or other US Territories.	*

Table 7: Marketing Plan

Line Item	Question	Response *
32	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Peterbilt Motors Company Marketing strategy for promoting the Sourcewell Contract consists of the following: Internal Dealer Bulletins (sent out to all Dealers Management & Sales Personnel) that announce the program, describe the program, provide pricing, and contact details. Peterbilt Intranet site: Sourcewell is the ONLY entity that has it's own dedicated page on Peterbilt Motors' internal website. The site contains an overview of the program, quick reference guide, customer presentation template, pricing guide, contact information & more. Peterbilt has and will promote Sourcewell at all Vocational/Government shows, conferences, and expos at which we exhibit; NTEA Work Truck Show, WasteExpo, Electric Utility Fleet Managers Conference (EUFMC), International Construction and Utility Electrical Expo (ICUEE), etc. This includes Peterbilt created marketing materials (see attached) as well as Sourcewell provided pop-ups, flags, truck vinyl logos, etc. All of Peterbilt's on-site training events include a module on Sourcewell. On-site training is held at Peterbilt's manufacturing locations on a quarterly basis and is open to all Dealer personnel. In addition to training held at Peterbilt facilities, Peterbilt also holds sales/product training at most major shows (NTEA, WasteExpo, etc) that also include module on Sourcewell. Peterbilt markets our Sourcewell contract on Social Media (Facebook, Twitter, LinkedIn). Peterbilt's dealer network actively promotes their participation in the Peterbilt Sourcewell contract through their websites, social media, and exhibition at various shows including local and regional APWA events. See attached "Marketing Plan" in documents section.
33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Peterbilt Motors has and will continue to market Sourcewell on our Facebook page and Twitter account. Peterbilt will significantly increase our social media posts in general over the next several years with Sourcewell being part of that. Peterbilt's dealer network utilizes Facebook, Twitter, and LinkedIn primarily to promote their participation in the Sourcewell contract and to make announcements regarding customer procurement via the contract, etc.
34	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	Sourcewell's role in promoting contracts arising out of this RFP would be to announce the contracts on their website and conduct email campaigns to Sourcewell members. Sourcewell's role is to continue to be present at major shows, expositions, and conferences to actively promote Sourcewell in general and provide assistance to contract holders to actively promote their specific contracts, including providing marketing materials, pop-up flags, truck decals, etc. Sourcewell should continue to offer sponsorship opportunities at major events for contract holders to participate - example) Peterbilt Motors sponsored the "Public Procurement Reception" at WasteExpo in CY2020. Peterbilt Motors Company integrates the Sourcewell contract by setting sales goals for its District Sales Managers and Vocational Sales Managers that involve key government/municipal target accounts in their territories with an emphasis on promoting our Sourcewell Contract. Peterbilt Dealers are provided with presentation templates, marketing material, and filtered spreadsheets of all Sourcewell members in their specific areas of operation. Sales Blitzes and joint sales calls with factory personnel are held monthly.
35	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Peterbilt products are not available through an e-procurement ordering process; only through Peterbilt Dealers and Sourcewell Member Body-Companies that sell complete/turnkey units to Sourcewell members.

Table 8: Value-Added Attributes

Line Item	Question	Response *
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36	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Peterbilt Motors Company offers on-site and on-line product training, maintenance/service training, and many other courses relevant to the municipal/vocational truck market. Online training is available to all Sourcewell members 100% FREE of charge. Members would need to simply log into: www.peterbilt-fleettraining.com and create a username & password. Any member can take any course on the site and/or Fleet Managers can assign courses & track progress. The following are just some of the training on the site that is available: - Engine Service - Low Power Visual Inspection - Common Rail Troubleshooting - Tandem Drive Axle Service - Axle Kingpin Replacement - Fuel System Flow and Components - Common Rail Fuel System - Engine Lubrication System - Starting and Charging Systems - Pending Active and Inactive Codes - Clearing the MIL Light - Smoke Analysis - Low Power Diagnosis - Manual Compression Testing - EGR System Diagnosis - Warning Lights - DPF System Diagnosis - DEF System Diagnosis - Turbo System Diagnosis - Diesel Emissions System - Exhaust and Aftertreatment System Diagnosis - NOx Sensor Diagnosis On-site training is available from Peterbilt Motors Company Factory Training Department for a fee on a reservation basis. Training can be conducted at a Peterbilt Motors facility (factory, Region Office, etc.) or at a Sourcewell Member's fleet location. Peterbilt's Dealer Network also offers operation, maintenance, service and other training. This training is offered for a fee on a reservation basis.
37	Describe any technological advances that your proposed products or services offer.	In addition to the standard features of Peterbilt trucks that will be listed below, Peterbilt trucks offer the following technological advances: SmartNav: A high-tech infotainment system, SmartNav delivers GPS navigation (truck maps), communications (integrates with cell phones) and vehicle monitoring (virtual gauges and other truck info) direct to an in-dash seven-inch color touch-screen. The SmartNav display enables intuitive interaction with an array of technologies, functions and apps, including truck camera systems. SmartNav features voice recognition and control, keeping hands on the wheel and eyes on the road. SmartNav integrates seamlessly with your phone via Bluetooth® connection and includes WiFi capability, making it easy to stay in touch no matter where you are. The integrated audio system plays through the truck speakers and can also accommodate satellite radio. The display is available in English, Spanish and French Canadian. SmartAir: Peterbilt's proprietary SmartAir system provides a factory installed, no-idle climate control solution that delivers maximum comfort while also reducing emissions and lowering fuel costs. The SmartAir system is powered by four, heavy-duty AGM batteries that are charged during normal driving conditions. When the engine is off, SmartAir provides quiet, efficient, high-power cooling capacity for up to 10 hours on a single charge. Peterbilt's SmartAir design features one of the smallest footprints in the industry. It also features on-board diagnostics, full automatic temperature control in A/C and heating modes and a digital LCD display that makes it easier to control the unit and provides battery monitoring. The system is fully integrated with Peterbilt's existing sleeper HVAC systems, resulting in increased cooling performance, enhanced reliability, reduced maintenance and lower overall operating costs. SmartLink: Peterbilt's SmartLINK remote diagnostic system complements fleet management operations by providing real-time notifications should a vehicle's onboard diagnostics system generate a service event. This easy-to-use, web-based

system helps you prioritize which trucks should be serviced at the next convenient opportunity or which may need immediate attention. SmartLINQ provides four levels of notification – Stop Now, Service Now, Service Soon and Informational – as well as the fault codes generated from any vehicle requiring service. SmartLINQ allows the fleet to proactively schedule a service appointment with a Peterbilt dealer to ensure the needed resources are available when the vehicle arrives for service, getting your truck back on the road as quickly as possible. With SmartLINQ, Peterbilt helps you eliminate unscheduled downtime.

Collision Mitigation:

Peterbilt offers both the Bendix Wingman Collision Mitigation System as well as the Meritor OnGuard System. These systems utilize forward radar detection to provide driver alerts and active braking when objects are detected in the road or if closing on the vehicle ahead. Systems also offer lane-keeping technology as well as side object detection. Camera-integrated option provides enhanced object detection and can even read speed limit signs and alert drivers if over the limit. Systems can provide electronic stability control to prevent rollovers as well as adaptive cruise control with reduces throttle and/or applies the service brakes to maintain safe distance with vehicles ahead.

HID + LED headlights:

Peterbilt offers both High-Intensity-Discharge headlights and LED headlights. HID's provide the best available forward visibility, while LEDs provide superior wide-range/close-range lighting

Predictive Cruise:

Predictive Cruise is offered and provides (via forward radar sensor) for automated reduced throttle and/or service brake application to maintain safe distance with vehicles ahead.

Driver Performance Assistant:

When manual transmission is specified, Driver Performance Assistant provides a visual aid to drivers to encourage them to operate in the vehicles RPM "sweet spot" as well as "shift now" notifications to optimize shift patterns for operational efficiency and improved fuel economy.

Driver Information Display:

The standard Peterbilt Driver Information Display, located in the center of the dash cluster, provides the operator with the following selections via a toggle switch: Standard view shows cruise status, park-brake status, and gear selected. Optional views show virtual gauges (i.e. voltmeter, transmission temperature gauge), engine RPM display, shut-down timer, trip information (fuel economy, miles operated, hours operated, idle time, etc.), truck information (VIN, engine make/model, transmission make/model, etc.), and diagnostics/warnings (fault codes with descriptions).

Stability Control with Automatic Traction Control:

Electronic Stability Control prevents roll-over situation by applying the anti-lock service brakes to individual wheels to maintain truck balance when taking turns. Combined with automatic traction control, the technology greatly enhances safety for drivers/fleets.

Zinc coated frame rails:

Peterbilt offers a zinc coating for its frame rails and crossmembers that significantly reduces corrosion over the life of the truck.

Peterbilt offers a bump-fin style cooling system for extreme dirt environments to reduce wear on the engine.

Allison FuelSense:

Allison FuelSense technology optimizes shift patterns depending on the fleet's desired operating characteristics (power/max-fuel-economy/blend).

Peterbilt offers RollTek Air-Bag-equipped seats for enhanced safety in rollover accidents.

Peterbilt offers the full line of NFPA requirements including Seat & Occupancy sensor & warning, NFPA seats, NFPA grab handles, etc.

Peterbilt offers pre-wiring Provisions for fleet communication systems, camera systems, custom maintenance systems, etc.

Standard technology on Peterbilt trucks that provide value to fleets:

FRAME

*

Steel rails with gussets to maximize RBM.

Huck bobtail fasteners provide a consistent and durable clamping force up to 600% greater than bolted frames. Tamper resistant round head and collar offers improved paint adhesion and corrosion resistance. Swage indicating features on collar allows for visual inspection of clamped joint.

Rubber-lined clamps along frame rail to protect air & electric lines routed in frame.

Chassis hose and wiring bundles conveniently routed through gussets provides protection for lines.

STEER AXLE

Zerk fittings on tie rod ends, king pins, and draglink ball joints for ease of maintenance and help extend service life of components.

Greaseless spring pins reduce maintenance and improve ride quality.

Cognis EMGARD® Synthetic Axle Lube reduces wear and extends maintenance intervals, resulting in increased uptime. Provides improved fluid flow to protect components in extreme cold conditions and withstand the stress from high temperatures, extending component life.

Glidekote splines on steering shaft extend service life of components.

DRIVE AXLE

Laser factory axle alignment (accurate to .030 of an inch) to improve handling and reduce tire wear.

Magnetic rear axle oil drain plug captures and holds any metal fragments in drive axle lube to extend service life.

ENGINES & RELATED SYSTEMS

Magnetic engine oil drain plug captures and holds any metal fragments in engine oil to extend service life.

Silicone radiator and heater hoses enhance value, durability and reliability.

ClimaTech extended life coolant extends maintenance intervals which reduces maintenance costs.

Constant tension and torque band clamps reduce leaks.

Stainless steel hard-line manifold reduces coolant hoses in the engine compartment to improve durability and appearance.

Thermal fuse in the air conditioning compressor clutch allows the pulley to free spin in the event of a compressor failure, thus reducing belt wear and vehicle downtime.

Weather pack silicone sealed electrical chassis connectors enhance value, durability and reliability.

Maintenance free 12V batteries provide reliable power for starting and accessories.

Stranded copper battery cables are double aught (00) or larger to reduce resistance.

Stainless steel flex exhaust tubing & clamps provide durability.

Optimized exhaust routing to simplify the truck order process and provide optimal performance.

AIR SYSTEM

Teflon-lined, stainless steel braided compressor discharge hose provides long service life in high operating temperatures.

FUEL TANKS

Aluminum fuel tanks with heavy-duty aluminum brackets and stainless steel straps.

Wire braid fuel lines increase durability and reduce potential for leaks.

ELECTRICAL SYSTEM

Multiplex electrical design utilizing the industry standard J1939 data bus that sends multiple signals over a single wire instead of having an individual wire for each function. This allows each component (engine, transmission and instrumentation) to communicate to each other.

This design improves reliability and offers increased functionality.

Proprietary Electronic Service Analyst (ESA) allows dealer to monitor the electrical system, isolate sensors and gauges, and keep a log of service history.

Braided chassis harness cover provides durability.

Convolutd tube covering on harnesses protects from chaffing.

Wires numbered every 4 inches or less for ease of serviceability.

CAB / HOOD

Proprietary all-aluminum cab is light weight and durable for long service life.

Spring assisted, hood opening for serviceability.

Proprietary anti-blow-down locking mechanism that keeps the hood open during servicing and prevents unintentional closing.

One piece roof reduces potential for leaks.

Lap seam construction and aircraft fasteners has greater clamp load than rivets.

Double wall stamped aluminum doors provide virtually water-tight, rattle-free performance. Full length, light weight hidden gravity-hinge system that provides low resistance and ease for closing doors providing durability.
Interior Left and Right Side Grab Handles for easy access into the cab.

CAB INTERIOR

LH & RH door mounted map pockets with door mounted step lights
Cast rubber flooring with integral sound barrier.
Integrated "dead pedal" for driver comfort.
Four ergonomically positioned entry / egress grabhandles
Proprietary non-slip threshold plate accented with a chrome inset and Peterbilt Red Oval adds a touch of Peterbilt class to safety and convenience.

LIGHTS

Projector module pod headlights provide outstanding visibility.
'Headlight On Warning' when headlights are active with door open and ignition off. The high beam headlamp icon flashes and sounds an audible alarm.
Headlights turn on automatically when windshield wiper blades are activated.
Lighting system is protected by an impact resistant Lexan® lens and requires no special tools for lamp adjustment or bulb replacement.

DASH & INSTRUMENTATION

Driver Information Display that allows the driver to view diagnostic information and monitor truck system behavior. Information such as fuel economy, optimum engine speed and engine and transmission system management provides driver feedback and improves operating performance.
Dash features an "in-mold" color process that imbeds the color into the material making the color permanent and eliminating peeling and fading.
LED backlit gauges to prevent eye fatigue.

PAINT

Dupont Imron Elite two-stage non-metallic paint, one color cab / hood.

38	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	Peterbilt offers more models with CNG & LNG engines than any other OEM and has sold more CNG/LNG trucks and offered them longer (since 1996) than any other OEM. Peterbilt's full line of engines are approved for the use of Biodiesel up to B20. Peterbilt just launched 3 Battery-Electric-Vehicles that are for sale; (Model 220EV - available NOW) and starting in CY2021 (Model 520EV & Model 579EV). Investing in Sustainable Operations: All Company manufacturing locations that have been in operation for more than two years have achieved ISO14001 certification. The Company has invested \$160 million over the past ten years in facility projects that have improved energy efficiency, reduced emissions, reduced water consumption and waste including \$35 million in reusable containers. First in the truck industry to implement chassis robotic paint systems. This process has enhanced paint quality, reduced cost and decreased paint usage, waste and air emissions. Reducing Greenhouse Gas Emissions From 2009 to 2016 Peterbilt reduced greenhouse gas emissions 32% on a per revenue basis. Hazardous air emissions have been reduced by over 200 metric tonnes per year in paint and other processes. Peterbilt joined the CDP Reporter Services for reporting greenhouse gas emissions and to benchmark performance to continue reducing our greenhouse gas footprint. Reducing Waste Many of the Company's manufacturing locations achieve "zero waste to landfill" by recycling, employing reusable containers and composting food and paper waste. Conserving Resources Peterbilt reduces the use of water through internal recycling, reduces paint waste through robotic paint systems and conserves energy by using new technologies such regenerative dynamometers that capture electricity from vehicle testing. Products All Peterbilt vehicles have near-zero emissions of NOx, a smog causing compound, and are compliant with all applicable standards including those by the California Air Resources Board (CARB), the US Environmental Protection Agency (EPA) and the European Commission. Peterbilt uses Ecodesign, a software tool, to reduce environmental impacts through product design. Through this process, engineers increase recyclability of our trucks, reduce air emissions, use lighter materials to reduce fuel consumption and use fewer hazardous materials. Fuel-Efficient, Low-Emission PACCAR Engines Peterbilt has strengthened its leadership in environmental stewardship by expanding its global portfolio of high performing low emission engines. Over the past five years, these engines have reduced GHG emissions by up to 14%. NOx and particulate matter have also been reduced by over 83%.
39	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	Peterbilt's full engine offerings all meet or exceed all Environmental Protection Agency (EPA) and California Air Resources Board (CARB) emissions requirements. All plants that manufacture Peterbilt products are ISO 14001:2004 and/or ISO 14001:2015 Certified. Peterbilt offers EPA-Certified Green-House-Gas Emissions tires on all of its products. See Line Item 38 for additional details.
40	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	Peterbilt's Dealer Network has several dealers/groups that operate as WMBE, SBE, and/or veteran owned businesses. Example certification (Montana Peterbilt) attached. Other certifications/inquiries available upon request to Peterbilt Motors.

41	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	Peterbilt is a US based (Headquartered in Denton, Texas) company that offers the widest array of trucks in the industry. Peterbilt offers Class 5 Conventional trucks, Class 6 & 7 Cab-Over trucks, Class 6 & 7 Conventional trucks & tractors, Class 8 Conventional trucks & tractors AND Class 8 Cab-Over trucks & tractors. No other OEM has the variety of trucks offered by Peterbilt Motors. This allows for a Sourcewell member fleet to procure all of their trucks from one OEM/Dealer. This "one-stop-shopping" benefits the member through a single source for all trucks, parts, and service needs, streamlining their operations. For example, if a fleet needs a large cab-over refuse truck, a small cab-over for paint striping, and a conventional tandem truck for a dump/plow application, Peterbilt is the ONLY OEM that can provide all 3 trucks. Peterbilt offers Class leading re-sale values on all of its trucks. If/when a Sourcewell Member trades/sells/auctions its used Peterbilts they will get significantly more than any competitor. This is reflected in NADA book values and can also be extracted from "Truck Paper" pricing. 94% of Peterbilt trucks in-serviced in Calendar Year 1999 were still in-serviced in Calendar Year 2019 94% of 20-year-old trucks were still being put into service. This is a testament to Peterbilt's design philosophy of durable, reliable, custom engineered work trucks.
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Table 9: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
42	Do your warranties cover all products, parts, and labor?	Yes. See attached for full warranty schedule. For extended warranty information, members can reach out to their local Peterbilt dealer or Peterbilt's Sourcewell manager listed on the contract. Hundreds of different combinations of extended warranties are available, including custom warranties to match the members needs (ex - more years, less miles/yr, etc.)	*
43	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	No.	*
44	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Yes.	*
45	Are there any geographic regions of the United States (and Canada, if applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	No.	*
46	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Typically warranty for components added to a truck AFTER FACTORY DELIVERY (i.e. a Refuse Body or Dump Body, etc.) is covered by the OEM/Dealer/Distributor for that Body. However, a number of Peterbilt Dealers are authorized distributors and/or service locations for other manufacturers/Body-Companies and can therefore provide warranty support. Peterbilt Dealer locations that are also authorized dealers/distributors for other manufacturers/Body-Companies can be researched via the Peterbilt dealer or manufacturer/Body-Company website or by contacting the Peterbilt Motors National Account Manager that manages the Sourcewell Contract listed on the Peterbilt landing page on the Sourcewell website.	*
47	What are your proposed exchange and return programs and policies?	Exchange & return policies for trucks are at the discretion of the individual Peterbilt dealer providing the vehicle.	*
48	Describe any service contract options for the items included in your proposal.	Service contracts direct through Peterbilt Motors would only be available through Peterbilt's company-owned Lease operations (PacLease). The majority of service contract options would be handled through Peterbilt Motors dealer network. Most Peterbilt Dealers offer service contracts that provide a variety of options i.e. Preventive Maintenance, towing services, DOT inspections, tire exchange programs, oil analysis, winter prep, etc. Most Peterbilt dealers can also offer on-site technicians, mobile-service, and full-maintenance-contracts.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
49	What are your payment terms (e.g., net 10, net 30)?	Payment terms are at the discretion of Peterbilt Dealers and vary depending on the type of truck purchased, body installed (if applicable), lead-times for components, etc. Payment terms are negotiable - typically Peterbilt dealers can provide payment terms that match what the Sourcewell member requests.	*
50	Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?	Yes; Peterbilt Motors offers a full range of financing options including municipal leases through Paccar Financial Corporation (PFC), a Division of Paccar (Peterbilt is also a Division of Paccar). In addition to PFC, Peterbilt dealers can provide financing options through various banks and other financial partners. Also, many Dealer Groups operate their own finance companies and can provide options for Sourcewell members.	*
51	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell participating entities' purchase orders.	Peterbilt Motors has created a special sales code that is added electronically in our "Truck Specification Software" that designates the truck(s) being ordered as a Sourcewell transaction. Peterbilt dealers submit Sourcewell orders electronically to Peterbilt Motors. A quarterly report is generated that shows all trucks that were ordered with the code. Peterbilt's Sourcewell Manager then cross references the code with warranty start dates to determine what trucks were put into service during that particular quarter. Although not required by Sourcewell, Peterbilt Sourcewell Manager then obtains copies of all invoices to the Sourcewell members for those trucks and verifies pricing. The trucks are then loaded onto the Sourcewell quarterly report and submitted to Sourcewell and at the same time submitted to Peterbilt accounting for check processing to pay Sourcewell. All purchase orders from Sourcewell members go directly to and are processed by Peterbilt dealers. For trucks on the ground that were not ordered for particular Sourcewell deals (stock trucks), dealers submit pricing to Peterbilt's Sourcewell Manager to verify that the sell price meets our Sourcewell contract pricing. Those "stock trucks" are then added to the quarterly tracking database.	*
52	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	No.	*

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *	
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53	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	See attached Peterbilt-Sourcewell Pricing. Peterbilt will continue with pricing that provides a %-off-of-list format. Peterbilt's published Sourcewell pricing lists sample MSRP/List prices for each model offered. Peterbilt will provide pricing for EVERY model we offer. Sourcewell members need to simply have their local Peterbilt dealer build their truck specification, obtain the specification from the dealer with the final list price. Member then takes the appropriate % (varies by Model) off of that list price to give them their final ceiling price for the truck. Price includes Peterbilt's factory freight and the Peterbilt dealer's profit & pre-delivery-inspection. Pricing does not include any components or services provided by the dealer - ex) Body, additional components like lights, cameras, etc., additional fuel, truck clean-up, local delivery, etc. Also not included are any extended coverages requested and any engineering vehicle layout drawings if needed. *** Medium-Duty/Heavy-Duty Commercial trucks do not have true MSRPs - list prices can vary greatly depending on options. For example, the difference between a manual transmission and automatic transmission can be \$10,000+ in list price. Aggressive deep-lug all terrain tires can add \$5,000+. Battery-Electric-Vehicles (BEV) will be priced using the same method as described above for the cab & chassis (truck) except that the BEV Systems cost will be added to the cab & chassis price separately.
54	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Peterbilt's discount for the Sourcewell contract is a %-off-of-List-Price format. The %-off yields truck pricing that is equalized to our best Marketing Program at the time of the RFP which will provide for substantial savings for Sourcewell members. As per the comments in Line Item 53, Price is established by taking the appropriate % (varies by Model) off of the final list price of the truck (after dealer specs the truck per the Sourcewell member's specifications). Price yielded includes Peterbilt's factory freight and the Peterbilt dealer's profit & pre-delivery-inspection. Pricing does not include any components or services provided by the dealer - ex) Body, additional components like lights, cameras, etc., additional fuel, truck clean-up, local delivery, etc. Also not included are any extended coverages requested and engineering vehicle layout drawings if needed. See attached Pricing Proposal. To sum up the pricing proposal, Sourcewell Members will get the following discounts: Model 220: 23% Model 325: 27% Model 330: 31% Model 337: 32% Model 348: 35% Model 365: 43% Model 367: 43% Model 567: 43% Model 579: 44% Model 389: 44% Model 520: 42% Example: Sourcewell member works with local dealer to build a spec for a Model 348 and final list price with all options is \$130,000. Sourcewell member simply takes 35% off of that and the number yielded is what they would pay for the truck. \$130,000 - \$45,500 (\$130,000 X 35%) = \$84,500.

55	Describe any quantity or volume discounts or rebate programs that you offer.	Peterbilt Motors Company AND its Dealers will provide quantity/volume discounts on a case by case basis - simply contact local dealer or Peterbilt Sourcewell contract manager. Typically this would be for transactions of 10 or more trucks. Rebates are also available for purchases of 10 or more trucks. For rebate structure/questions, etc., Sourcewell member will simply need to contact Peterbilt's Sourcewell Contract Manager.	*
56	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	Peterbilt dealers can provide turnkey solutions for Sourcewell Members. Peterbilt dealers can provide one invoice that includes the truck cab & chassis and all other components required on the vehicle. Examples of such components (or "sourced goods"): Bodies (refuse, dump, vacuum, etc.) Accessories (plows, additional lights, cameras, etc.) Peterbilt dealers will provide both Bodies & Accessories at cost plus a maximum of 10%. Cost plus 10% amount may not exceed \$7,000 for Bodies & Accessories.	*
57	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Items not included in Peterbilt's "%-off-of-List-Price" pricing are mentioned in Line Items 53 & 54. Truck (cab & chassis) price calculated from %-off-of-list-price equation includes Peterbilt factory freight charge and dealer profit and pre-delivery-inspection (PDI). Price does not include any component or service provided post factory delivery. Examples of components/services NOT included from Peterbilt Motors: Extended truck warranty Extended engine warranty Peterbilt Engineering Vehicle layout drawings Examples of components/services NOT included from Peterbilt Motors and provided by the Peterbilt Dealer: Body Federal Excise Tax (FET) - if applicable Other taxes Doc fees local delivery clean-up/truck wash additional manuals training additional lights camera systems additional fuel additional diesel exhaust fluid	*
58	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Freight from the Peterbilt factory where the truck is being manufactured to the 1st delivery point (either Body-Company or Peterbilt Dealer) IS included in Peterbilt's Sourcewell pricing. Delivery of truck from the Body-Company or Peterbilt Dealer to the Sourcewell member is NOT included in Peterbilt's Sourcewell pricing and will be called out as a separate line item on the Body Company invoice and/or the Peterbilt dealer final invoice.	*
59	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Terms for freight, shipping, and delivery to Alaska, Hawaii, Canada, and Puerto Rico no different that US from a pricing perspective. Time to ship estimated at 2-3 additional weeks for Alaska/Hawaii/Puerto Rico	*
60	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Peterbilt Motors dealers can offer delivery spread out across a calendar year and sometimes 2-3 years at the same price (depending on purchase volume) or max 1% increase per year. Trucks can be delivered at intervals that suit the Sourcewell members need/budget. Peterbilt dealer can also offer to "stock" trucks that match Sourcewell Members' specifications and have them ready to deliver asap.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
61	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	Peterbilt pricing proposal reflects our best Marketing Program offered YTD in CY2020 and due to limits placed on dealer profit/pdi and other costs, the final pricing is better than what is typically offered.

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
62	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcwell. This process includes ensuring that Sourcwell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcwell.	As noted in Line Item 51, Peterbilt Motors has created a special sales code that is added electronically in our "Truck Specification Software" that designates the truck(s) being ordered as a Sourcwell transaction. Peterbilt dealers submit Sourcwell orders electronically to Peterbilt Motors. A quarterly report is generated that shows all trucks that were ordered with the code. Peterbilt's Sourcwell Manager then cross references the code with warranty start dates to determine what trucks were put into service during that particular quarter. Although not required by Sourcwell, Peterbilt Sourcwell Manager then obtains copies of all Peterbilt dealer invoices to the Sourcwell members for those trucks and verifies pricing meets the Sourcwell Contract. The trucks are then loaded onto the Sourcwell quarterly report and submitted to Sourcwell and at the same time submitted to Peterbilt accounting for check processing to pay Sourcwell. For trucks on the ground that were not ordered for particular Sourcwell deals (stock trucks), and therefore do not have the Sourcwell electronic code on them, dealers have been formally instructed through Peterbilt's Sourcwell dealer training material to notify Peterbilt Motors of any stock trucks that sell to a Sourcwell member. Dealers must also submit pricing for those stock trucks to Peterbilt's Sourcwell Manager to verify that the sell price meets our Sourcwell contract pricing.
63	Identify a proposed administrative fee that you will pay to Sourcwell for facilitating, managing, and promoting the Sourcwell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	Peterbilt Motors proposes to continue to offer the flat \$500/truck administrative fee that was provided for our current Sourcwell contract.

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *
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64	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	Peterbilt Motors offers the widest product line in the industry for Sourcewell members. Peterbilt offers the following products: Model 220: Cab-over cab. Truck configuration only (no tractor). 26,000 LBS GVW – 33,000 LBS GVW. 6.7 Liter diesel engine. Automated/automatic transmissions. Common applications include Street-Sweepers, Paint-Stripers, Stake-bed-trucks, and Van-body-trucks. Model 325: Conventional cab. Truck configuration only (no tractor). 19,500 LBS GVW. 6.7 Liter or 9 Liter diesel engine. Automated/automatic transmissions. Common applications include Service/Mechanics-trucks, Stake-bed-trucks, flat-bed-trucks, and Van-body-trucks. Model 330: Conventional cab. Truck configuration only (no tractor). 26,000 LBS GVW. Paccar 6.7 Liter or 9 Liter diesel engine. Automated/automatic transmissions. Common applications include Service/Mechanics-trucks, Stake-bed-trucks, flat-bed-trucks, and Van-body-trucks. Model 337: Conventional cab. Truck or tractor configuration. 26,000 LBS – 33,000 LBS GVW (52,000 LBS GVWR). 6.7 Liter or 9 Liter diesel engine. Automated/automatic or manual transmissions. Common applications include Dump-trucks, Van-body-trucks, hook-lift-trucks, and Utility-trucks. Model 348: Conventional cab. Truck or tractor configuration. 33,000 LBS – 66,000 LBS GVW & GVWR. 6.7 Liter or 9 Liter diesel or CNG/LNG engine. Automated/automatic or manual transmissions. Common applications include Dump/Plow-trucks, Vacuum-trucks, Crane-trucks, Refuse/Waste Collection-trucks and Tank-trucks. Model 365: Conventional cab. Truck or tractor configuration. 66,000 LBS – 80,000+ LBS GVW & GVWR. 9 Liter, 11 Liter, and 13 Liter diesel engine and 9 Liter and 12 Liter CNG or LNG engine. Automated/automatic or manual transmissions. Common applications include Dump-trucks, Vacuum-trucks, Tank-trucks, and Crane-trucks. Model 367: Conventional cab. Truck or tractor configuration. 80,000+ LBS GVW & GVWR. 13 Liter and 15 Liter diesel engine. Automated/automatic or manual transmissions. Common applications include Heavy-haul-tractors, Heavy-Dump-trucks, Tank-trucks, and Vacuum trucks. Model 567: Conventional cab. Truck or tractor configuration. 66,000 LBS – 80,000+ GVW & GVWR. 9 Liter, 11 Liter, 13 Liter, and 15 Liter diesel engine. Automated/automatic or manual transmissions. Common applications include Dump-trucks, Crane-trucks, Tank-trucks, and Low-Boy-tractors. Model 579: Conventional cab. Tractor configuration only (no truck). 66,000 LBS – 80,000 LBS GVWR. 9 Liter, 11 Liter, 13 Liter, or 15 Liter diesel engine and 12 Liter CNG or LNG engine. Automated/automatic or manual transmissions. Common applications include Van-Body-tractors, Flat-Bed-tractors, Tanker-tractors, and Low-Boy-tractors. Model 389: Conventional cab. Tractor or truck configurations. 80,000+ LBS GVW & GVWR. 13 Liter or 15 Liter diesel engine. Automated/automatic or manual transmissions. Common applications include Heavy-haul-tractors, Heavy-Dump-tractors, Low-Boy-tractors, and Heavy-Dump-trucks. Model 520: Cab-over cab. Truck configuration and limited tractor configurations. 66,000 LBS – 80,000 LBS GVW and 80,000 LBS GVWR. Automated/automatic or manual transmissions. Common applications include Refuse/Waste-Collection-trucks (Rear-Load, Automated-Side-Loader, Front-Loader, etc.), Paint-Striping-trucks, and Concrete-Pumping-trucks. Additional details can be found at https://www.peterbilt.com/trucks	
65	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Truck & related Parts: Peterbilt Motors Company and its sister division, Paccar Parts can provide comprehensive parts solutions (all makes/all models) for Sourcewell members. Some members can qualify for National Account Parts pricing depending on volumes. Paccar Parts offers and "Online Parts Counter" (https://parts.peterbilt.com/), 24/7-365 parts ordering, consolidated billing, and Universal Credit Lines. In addition, Several Peterbilt Dealers operate very large Parts operations with their own dedicated distributions centers and can provide comprehensive parts solutions to Sourcewell members by way of substantial discounts, delivery service, and inventory management services.	

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below what Classes of equipment are offered in this proposal.

Line Item	Category or Type	Offered *	Comments	
66	Class 8 chassis	☒ Yes ☐ No	Conventional cab & Cab-Over. Trucks & tractors. Body-installation unlimited. Up to 160,000 LBS GVWR.	*
67	Class 7 chassis	☒ Yes ☐ No	Conventional cab & Cab-Over. Trucks & tractors. Body-installation unlimited. Up to 33,000 LBS GCW and 66,000 LBS GVWR	*
68	Class 6 chassis	☒ Yes ☐ No	Conventional cab & Cab-Over. Trucks & tractors. Body-installation unlimited. Up to 26,000 LBS GVW and 52,000 LBS GVWR	*
69	Class 5 chassis	☒ Yes ☐ No	Conventional cab. Truck only. Body-installation unlimited. Up to 19,500 LBS GVW	*
70	Class 4 chassis	☐ Yes ☒ No	Peterbilt does not offer Class 4 chassis.	*

Table 15: Industry Specific Questions

Line Item	Question	Response *	
71	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	1) Peterbilt Motors tracks market share for several segments, 1 of which is Government/Municipal/etc. Peterbilt Sales force and Dealer Network are graded heavily on market share performance, both by Peterbilt Senior & Executive Management but also by Peterbilt's parent company, PACCAR, Inc. Performance regarding market share is weighted heavily for Peterbilt department evaluations (i.e. Vocational/Government Sales Team, Medium-Duty Sales Team, etc.) as well as individual evaluations and effects individual compensation. 2) Peterbilt Motors created a specific tracking sales-code for Sourcewell transactions. This code is entered by Peterbilt dealers when truck specifications are created for Sourcewell members and is tied to the specification when it is submitted for final order. This allows Peterbilt to track all Sourcewell ordered trucks. In addition, dealers are required to submit VIN numbers for all stock trucks that sell to Sourcewell members. Stock trucks are trucks ordered for dealers to put on the ground in inventory to sell to the general public and therefore are not ordered with the Sourcewell tracking code. Dealers must submit their stock-truck Sourcewell sales quarterly to Peterbilt Motors. Using this data, Peterbilt recognizes the highest volume Dealer-Group with the "Sourcewell Most Valuable Partner" award annually and in addition recognizes the #1 Sales Person nationally. Monthly standings are sent out to the Dealer Groups & Individuals to encourage participation & competition.	*

72	Describe your company's offering in relation to alternative fuel sources, including electric or others.	Peterbilt Motors Company is the industry's #1 provider of Compressed Natural Gas (CNG) and Liquefied Natural Gas (LNG) trucks & tractors. Peterbilt has been selling CNG/LNG trucks for over 20 years. Peterbilt offers the Cummins L9N & ISX12N in several models: Model 337 (truck or tractor), Model 348 (truck or tractor), Model 567 (truck or tractor), and Model 520 Cab-Over (truck only). All of Peterbilt's engines (PX7, PX9, MX-11, and MX-13) as well as the Cummins engines offered by Peterbilt (X15) are compatible with Bio-diesel up to 20% (B20). Peterbilt Motors also offers the broadest range of Battery-Electric-Vehicles (BEVs) on the market. Peterbilt offers 3 distinct Models of BEVs: Peterbilt Model 220EV. Cab-Over; truck configuration. Commons applications include box/van for delivery, stake bed, and flat-bed. Peterbilt Model 579EV. Conventional Cab; tractor configuration. Local delivery or Port application. Peterbilt Model 520EV. Cab-Over; truck configuration. Refuse applications.
73	Describe any manufacturing processes or materials utilized that contribute to chassis strength, cab strength, overall durability, driver safety that differentiate your offerings.	Each Peterbilt truck is hand-made at one of our 3 manufacturing facilities. All components that make up each individual Vehicle Identification Number (VIN) are tracked by their serial number, at what station they were installed, by what employee, using what tools, at what specific time of the day and even the exact torque value of components fastened to the truck. This allows for optimum monitoring of supplier quality, any manufacturing errors, and insight into issues in the field (i.e. - failure in the field can more easily be traced to a particular batch of parts or a particular supplier, manufacturing process may need adjusted, etc.). Peterbilt Motors uses the highest quality materials that exceed most NHTSA, TMC, or SAE standards. All conventional cabs are aluminum in construction and use aircraft grade huck or henrob fasteners for assembly. Chassis strength: All OEMs use similar frame RAILS in regards to PSI/RBM - Peterbilt is the only OEM that uses FIVE 5/8" huck fasteners on each side of the crossmembers in the frame. This gives Peterbilt the absolute strongest frame in the industry - up to 600% stronger. Most of Peterbilt's conventional cabs (325/330/337/348/365/367/389) are constructed of aluminum and are fastened together with adjoining aluminum sheets overlapped (lap-seam construction) and fastened with aircraft quality huck fasteners. Peterbilt's other conventional cabs (567/579) use the same lap-seam process but use robotically punched henrob fasteners along with 2 adhesives (structural & acoustic) to fasten the cab together. This superior frame and cab construction contributes to Peterbilt having 94% of it's trucks in-serviced in 1999 STILL being in-serviced in 2019! - Class leading durability. Safety features include: Bendix ESP Stability Control System Bendix Wingman collision mitigation Meritor OnGuard Smart Traction Control Battery disconnect switches Auto Neutral activates with parking brake Brake lock PTO control Seat belt and occupancy sensor Remote keyless entry Optional Severe Service Cab Orange/Red seat belts RollTek Air-bag equipped seats Other Peterbilt features & benefits/advantages: FRAME • Steel rails with gussets to maximize RBM. • Huck bobtail fasteners provide a consistent and durable clamping force up to 600% greater than bolted frames. Tamper resistant round head and collar offers improved paint adhesion and corrosion resistance. Swage indicating features on collar allows for visual inspection of clamped joint. • 3-piece C-Channel crossmember with cast gussets for the strongest crossmembers in the industry.

- Each crossmember is attached with FIVE 5/8" huck fasteners making for the strongest frames in the industry.
- Rubber-lined clamps along frame rail to protect air & electric lines routed in frame.
- Chassis hose and wiring bundles conveniently routed through gussets provides protection for lines.
- Standard front wheel mudflaps reduce road spray, help maintain a cleaner truck and better visibility.
- Two frame mounted tow pins standard.

STEER AXLE

- Available with set forward front axle configuration for a smoother ride or set back front axle configuration for increased maneuverability and optimized weight distribution.
- Factory front axle alignment to improve handling and reduce tire wear.
- Zerk fittings on tie rod ends, king pins, and draglink ball joints for ease of maintenance and help extend service life of components.
- Greaseless spring pins reduce maintenance and improve ride quality.
- Standard oil seals for long lasting leak protection.
- Cognis EMGARD® Synthetic Axle Lube reduces wear and extends maintenance intervals, resulting in increased uptime. Provides improved fluid flow to protect components in extreme cold conditions and withstand the stress from high temperatures, extending component life.
- Glidekote splines on steering shaft extend service life of components.

DRIVE AXLE

- Laser factory axle alignment (accurate to .030 of an inch) to improve handling and reduce tire wear.
- Magnetic rear axle oil drain plug captures and holds any metal fragments in drive axle lube to extend service life.
- Parking brakes on ALL drive axles for optimal performance.
- Cognis EMGARD® Synthetic Axle Lube for all Rear Axles.

ENGINES & RELATED SYSTEMS

- Magnetic engine oil drain plug captures and holds any metal fragments in engine oil to extend service life.
- Silicone radiator and heater hoses enhance value, durability and reliability.
- ClimaTech extended life coolant extends maintenance intervals which reduces maintenance costs.
- Low coolant level sensor warns of low coolant condition to prevent engine damage.
- Constant tension and torque band clamps reduce leaks.
- Stainless steel hard-line manifold reduces coolant hoses in the engine compartment to improve durability and appearance.
- Thermal fuse in the air conditioning compressor clutch allows the pulley to free spin in the event of a compressor failure, thus reducing belt wear and vehicle downtime.
- Weather pack silicone sealed electrical chassis connectors enhance value, durability and reliability.
- 12 Volt System with circuit protection for reliable easy maintenance and service.
- Composite fan is light-weight but strong and corrosion resistant.
- Full fan shroud, ring and rubber boot improves under hood airflow and provides a robust fan-to-radiator shroud interface for greater cooling capacity.
- Maintenance free 12V batteries provide reliable power for starting and accessories.
- Stranded copper battery cables are double aught (00) or larger to reduce resistance.
- Stainless steel air cleaner straps, brackets and fasteners provide a durable bright finish.
- Molded rubber air intake connections with lined stainless steel clamps seal to prevent contaminants in air intake.
- Washer bottle with 1.3 gallon capacity extends maintenance intervals to refill.
- Polished stainless steel grille with a distinctive punched oval grille pattern provides a durable bright finish.
- Stainless steel flex exhaust tubing & clamps provide durability.
- Optimized exhaust routing to simplify the truck order process and provide optimal performance.
- 5" diameter chrome plated steel standpipe cools exhaust for safety.

TRANSMISSION & RELATED SYSTEMS

- Synthetic lubricant to reduce friction, improve efficiency and extend component life.
- Magnetic transmission oil drain plug captures and holds any metal fragments in transmission oil to extend service life.
- Coated driveshaft splines extend service life.
- Configured Clutch to simplify the truck order process and provide optimal performance.
- Torque limiting clutch brake

AIR SYSTEM

- Engine mounted air compressor with remote mounted air system filter dryer to

reduce moisture in air system components.

- Teflon-lined, stainless steel braided compressor discharge hose provides long service life in high operating temperatures.
- Schrader valve for charging of air system from external source.

FUEL TANKS

- Aluminum fuel tanks with heavy-duty aluminum brackets and stainless steel straps.
- Under cab fuel tanks include steps for cab access.
- Single fuel tank will receive a single draw / single return fuel system.
- Dual fuel tanks will receive dual draw / dual return fuel system equalizes fuel load.
- Top draw fuel plumbing reduces chance of introducing air into the fuel system during low fuel level conditions due to the central placement of the fuel pickup tube.
- Optimized filler neck location on under cab fuel tanks optimizes access and safety.
- Paddle handle filler cap with threadless filler neck to avoid stripping
- Wire braid fuel lines increase durability and reduce potential for leaks.

ELECTRICAL SYSTEM

- Multiplex electrical design utilizing the industry standard J1939 data bus that sends multiple signals over a single wire instead of having an individual wire for each function. This allows each component (engine, transmission and instrumentation) to communicate to each other. This design improves reliability and offers increased functionality.
- Proprietary Electronic Service Analyst (ESA) allows dealer to monitor the electrical system, isolate sensors and gauges, and keep a log of service history.
- Automatically resetting circuit breakers in selected circuits
- Braided chassis harness cover provides durability.
- Convoluted tube covering on harnesses protects from chaffing.
- Wires numbered every 4 inches or less for ease of serviceability.
- Power distribution center in cab is centrally located in a protected environment for easy access.

CAB / HOOD

- Proprietary all-aluminum cab is light weight and durable for long service life.
- Light-weight, gently sloped, hood with and one-piece grille crown improves air flow and increases visibility.
- Spring assisted 90 degree hood opening for serviceability.
- Proprietary anti-blow-down locking mechanism that keeps the hood open during servicing and prevents unintentional closing.
- Hood latch on each side secures the hood to the cowl.
- Three point rubber cab mounting
- One piece roof reduces potential for leaks.
- Lap seam construction and aircraft fasteners has greater clamp load than rivets.
- Bulkhead style doors provide virtually water-tight, rattle-free performance.
- Extruded aluminum door frames for strength and durability.
- Full length, heavy-duty piano-type stainless steel door hinges and pins provide durability.
- View window in RH door for safety.
- Electric windshield wipers and washers with intermittent wiper function
- Grab handles mounted on cab LH & RH for cab access.
- Convex mirror over RH door and below each rear view mirror for improved visibility and safety

CAB INTERIOR

- Upper and lower dash panels in a dark charcoal color that is not only easier to clean and shows less scratches and scuffs, but also improves driver visibility due to less glare.
- Contoured door pads featuring integrated ergonomic armrests for driver comfort
- LH & RH door mounted map pockets with built-in courtesy lights
- Power lift passenger window controls integrated into the door panel are within easy reach of the driver for safe and convenient operation.
- Padded vinyl headliner is easy to clean.
- Two inside sunvisors with map straps provide driver and passenger comfort and convenience.
- Two coat hooks for driver and passenger convenience.
- Integrated cup holder in dash
- Cast rubber flooring with integral sound barrier.
- Heater / air conditioner with dedicated side window defroster
- Adjustable steering column
- Key start ignition for an automotive feel.
- Ignition and doors keyed alike for driver convenience.
- Cigar lighter and ashtray with power port
- Integrated "dead pedal" for driver comfort.
- Five ergonomically positioned entry / egress grabhandles
- Proprietary non-slip threshold plate accented with a chrome inset and Peterbilt Red Oval adds a touch of Peterbilt class to safety and convenience.
- Header mounted dome light

- Driver and passenger dome and reading lights
 - Footwell lighting
 - 12-volt power outlet in dash
 - Peterbilt in-dash Navigation System available
- LIGHTS
- State-of-the-art halogen projector module pod headlights increase visibility.
 - 'Headlight On Warning' when headlights are active with door open and ignition off. The high beam headlamp icon flashes and sounds an audible alarm.
 - Headlights turn on automatically when windshield wiper blades are activated.
 - Polished cast aluminum headlight pod housing with LED side-turn indicators and an impact resistant lens matches durability with style.
- DASH & INSTRUMENTATION
- Driver Information Display that allows the driver to view diagnostic information and monitor truck system behavior. Information such as fuel economy, optimum engine speed and engine and transmission system management provides driver feedback and improves operating performance.
 - Ergonomic dash provides enhanced driver comfort and productivity.
 - Dash features an "in-mold" color process that imbeds the color into the material making the color permanent and eliminating peeling and fading.
 - LED backlit gauges to prevent eye fatigue.
 - Standard warning lights with audible alarm for high coolant temperature, low oil pressure and low air pressure
 - Warning indicators for high beam, parking brake, turn signals, low fuel, road surface ice potential
 - Seat belt reminder
 - Cruise control for driver convenience.
 - Rocker switches with long-life LED indicators that are easy to reach for driver safety and convenience.
- PAINT
- The best paint in the industry: Dupont Imron Elite two-stage non-metallic paint, one color cab / hood

74	Describe any differentiating serviceability attributes (remote diagnostics, etc.) your proposal offers.	Peterbilt hoods tilt a full 90-degrees providing class-leading engine compartment access for optimum serviceability of all components. All other OEMs hood tilt at approximately 75% or worse. In addition, Peterbilt's cabs do NOT have dog-houses which push the back end of the engine into the cab. Peterbilt's engine bay with no dog-house provides the best engine access for service in the industry. Peterbilt's 2-piece windshield offering provides for the lowest cost AND shortest downtime when replacing broken windshields. Approximately \$75 & 30 minutes vs approximately \$400 & 3-4 hours vs 1-piece windshields. Peterbilt offers individually replaceable gauges that allow for fast & inexpensive gauge replacement. Approximately 10 minutes & \$50 to replace a gauge in the gauge "cluster" vs ALL other OEMs needing the entire cluster replaced if 1 gauge goes out - approximately \$1,200 & 1-2 hours. Peterbilt's cabin air filter is located out of the elements and easy to access near the passenger footwell. Other OEMs have external cabin air filters that require the windshield cowl to be removed and are exposed to the elements. Peterbilt uses weatherpack connectors with o-ring seals on wiring connection points to keep the elements out and provide secure connections. All wires clearly numbered (every 4 inches) and include aluminum tags to help identify them for easier service. Air lines are color-coded for simple tracing. Published Labor Times for Common Maintenance and Repair Items Show that a Peterbilt can Save up to 20% on Labor Costs Peterbilt conventional Medium-Duty trucks and 365/367/389 use a 3/8" piano hinge for door mounting. Other OEMs use light-duty-automotive style hinges (2). Piano hinge maintains door alignment over the life of the truck vs door alignment required for other OEMs. Improper door alignment wears the rubber-seal/weatherstripping and can even wear metal, causing element & wind noise intrusion as well as corrosion. Peterbilt trucks come standard with on-board-diagnostics, visible to the driver via the "Driver Information Display". The on-board diagnostics will alert the driver of a fault code and provide the fault code number and a brief description. If the fault requires service soon or immediately the display will provide the driver with the level of the fault and the time (in hours) to de-rate and if severe, the time in hours to (shut-down). If, for example, a fault has a time in hours to de-rate of 5-hours and the operator has only 2 hours left in their route, they can finish their route and return to their shop or take to the dealer at the end of their route. Without on-board-diagnostics and just a simple dash light, operators would often times cut their route off as soon as the light illuminated. Peterbilt also offers Remote-diagnostics via our SmartLinq system. SmartLinq (free for the first 2 years on all Class 8 Peterbilt Models) provides the same information noted above (on-board-diagnostics) but additionally through a desktop and/or mobile app format. The SmartLinq web portal can be set up for management by one or several fleet personnel and provides a dashboard that will display a map of all SmartLinq-enabled trucks the fleet operates. The vehicles move on the map in real time and will display color-coded symbols to denote their current operating status (i.e. green-normal, yellow-service soon, red-service now, etc.). Each truck can be clicked on for more detailed information. Email notifications can be set up to alert the fleet SmartLinq administrator(s) when a truck experiences a fault code and can be tailored to only alert when faults are mission disabling, etc. More information can be found at https://www.peterbilt.com/innovation/technology/smartLINQ Peterbilt dealers offer "RapidCheck" service. Peterbilt launched the Rapid Check service program to provide diagnostics and an estimate of repairs in two hours or less. The program is available throughout the more than 405 locations in the Peterbilt dealer network. Within two hours, Rapid Check provides basic vehicle diagnostics, with more complex diagnostics if necessary. The information is evaluated and repairs are provided along with an estimated time needed to complete the work - again; all within 2 hours. The service is being offered to maximize customer uptime. The service is available for ANY truck make or model, not just Peterbilt.
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Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

Documents**Ensure your submission document(s) conforms to the following:**

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
 - [Financial Strength and Stability](#) - paccar-2019-Annual Report.pdf - Wednesday May 06, 2020 07:48:59
 - [Marketing Plan/Samples](#) - Marketing Plan.pdf - Friday May 29, 2020 11:40:01
 - [WMBE/MBE/SBE or Related Certificates](#) - Montana Peterbilt LLC - MBE.pdf - Monday June 08, 2020 14:38:16
 - [Warranty Information](#) - Warranty Schedule.pdf - Tuesday June 09, 2020 07:50:55
 - [Pricing](#) - SOURCEWELL CUSTOMER PRICING CY2021-2024 RFP Proposal - Peterbilt Motors Company.pdf - Tuesday June 09, 2020 09:17:49
 - [Additional Document](#) - Peterbilt Dealer Directory.pdf - Friday May 22, 2020 12:40:07

Proposer's Affidavit**PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE**

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcwell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcwell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcwell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcwell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
 - a. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 - b. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://www.sam.gov/portal/3>; or
 - c. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☒ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Joe Curran, National Fleet Sales Manager, Peterbilt Motors Company

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

☒ Yes ☐ No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_11_Class_4-8_Chassis_RFP060920 Wed June 3 2020 07:52 AM	☒	--
Addendum_10_Class_4-8_Chassis_RFP060920 Wed May 27 2020 03:40 PM	☒	--
Addendum_9_Class_4-8_Chassis_RFP060920 Tue May 26 2020 02:51 PM	☒	--
Addendum_8_Class_4-8_Chassis_RFP060920 Thu May 21 2020 01:21 PM	☒	--
Addendum_7_Class_4-8_Chassis_RFP060920 Mon May 18 2020 03:30 PM	☒	--
Addendum_6_Class_4-8_Chassis_RFP060920 Wed May 13 2020 04:40 PM	☒	2
Addendum_5_Class_4-8_Chassis_RFP060920 Tue May 12 2020 10:00 AM	☒	--
Addendum_4_Class_4-8_Chassis_RFP060920 Mon May 4 2020 01:24 PM	☒	--
Addendum_3_Class_4-8_Chassis_RFP060920 Wed April 29 2020 03:45 PM	☒	--
Addendum_2_Class_4-8_Chassis_RFP060920 Wed April 22 2020 01:14 PM	☒	--
Addendum_1_Class_4-8_Chassis_RFP060920 Fri April 17 2020 12:32 PM	☒	--

**AMENDMENT #1
TO
CONTRACT #060920-PMC**

THIS AMENDMENT is effective upon the date of the last signature below by and between **Sourcewell** and **Peterbilt Motors Company** (Vendor).

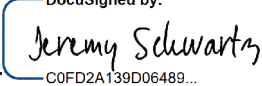
Sourcewell awarded a contract to Vendor to provide Class 4-8 Chassis with Related Equipment, Accessories, and Services to Sourcewell and its Participating Entities, effective July 30, 2020, through August 1, 2024 (Contract).

The parties wish to amend the Contract to replace Vendor's updated Authorized Representative from Joe Curran to:

Wesley Slavin
Director of Sales Operations
940-591-4016
Wesley.Slavin@paccar.com

Except as amended above, the Original Agreement remains in full force and effect.

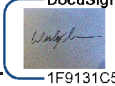
Sourcewell

By:  _____
C0FD2A139D06489...
Jeremy Schwartz, Chief Procurement Officer
Date: 11/15/2022 | 4:58 PM CST

Approved:

By:  _____
7E42B8F817A64CC...
Chad Coauette, Executive Director/CEO
Date: 11/15/2022 | 8:39 PM CST

Peterbilt Motors Company

By:  _____
1F9131C515EB407...
Wesley Slavin, Director of Sales Operations
Date: 11/15/2022 | 1:37 PM CST



We Are Columbia

MEETING DATE: March 7, 2023

DEPARTMENT: Procurement and Contracts

FROM: *Shannon Lizewski, Interim Director*

SUBJECT: Council is asked to approve a new Contract to Modernize and Replace Equipment for Two Elevators at the Lady Street Parking Garage and One Elevator at the Sumter Street Parking Garage, as requested by the Support Services Division on February 3, 2023. Award to Otis Elevator using the OMNIA Partners Cooperative Agreement in the amount of \$740,685.60. This vendor is located in West Columbia, SC.

REQUISITION NO.: R220725 & R220717

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: Parking Improvement Project Control - Capital Project Costs - Elevator Modern/Lady & Sumter (5329999-658650-PG210002). The original budget amount is \$740,685.60.

CLEAN WATER 2020?: No

FOCUS AREAS: Innovative & High Quality Municipal Services

We respectfully request Council's approval for this purchase using the OMNIA Partners Cooperative #TAH05484, Vendor, Otis Elevator Company.

Sec. 2-204. (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 a cooperative agreement.

ATTACHMENTS:

- **#a:** Otis Elevator Cooperative Agreement (PDF)
- **#b:** Otis Elevator Proposal (PDF)



Purchasing Agreement # 2019.001563

The Agreement to furnish certain goods and services described herein and in the documents referenced herein ("Goods and/or Services") is made by and between The Regents of the University of California, a California public corporation ("UC") on behalf of the University of California, and the supplier named below ("Supplier"). This Master Service Agreement is binding only if it is negotiated and executed by an authorized representative with the proper delegation of authority.

1. Statement of Work

Supplier agrees to perform the Services listed in the statement of work attached as Attachment A ("Statement of Work") and any other documents referenced in the Incorporated Documents section herein, at the prices set forth in the Statement of Work and any other documents referenced in the Incorporated Documents section herein. Unless otherwise provided in the Agreement, UC will not be obligated to purchase a minimum amount of Goods and/or Services from Supplier.

2. Term of Agreement/Termination

- a) The initial term of the Agreement will be from **October 1, 2019** and through **September 30, 2024** (Initial Term) and is subject to earlier termination as provided below. UC may renew the Agreement for Five (5) successive One (1) -year periods (each, a Renewal Term), by providing Supplier with at least Thirty (30) calendar days' written notice before the end of the Initial Term or any Renewal Term.
- b) UC may terminate the Agreement for convenience by giving Supplier at least **30** calendar days' written notice.
- c) UC or Supplier may terminate the Agreement for cause by giving the other party at least **30** days' notice to cure a breach of the Agreement (Cure Period). If the breaching party fails to cure the breach within the Cure Period, the non-breaching party may immediately terminate the Agreement.

3. Purchase Order; Advance Payments

Unless otherwise provided in the Agreement, Supplier may not begin providing Goods and/or Services until UC approves a Purchase Order for the Goods and/or Services.

4. Pricing, Invoicing Method, and Settlement Method and Terms

1. Pricing. Refer to **Attachment B – Pricing Schedule** for Pricing.
 - a. Price Increases. After the first twelve (12) months term, or longer term as negotiated between UC and the Supplier, of any resulting contract, the Supplier will have an opportunity to request price increases. Requests for price increases may only be made once each year, in writing, 30 days in advance of the contract anniversary date or the beginning of the calendar year (whichever is agreed-to in the contract). In each twelve (12) month period, the proposed price increase will not exceed 3.50% or IUEC, whichever is less, for any standard line item specified in the Final Pricing document. If the Supplier does not opt to request a price increase during a given year, that year's price change is noted as Zero (0), or as a forfeited option.
 - b. Price Decreases. Supplier is advised that there is no mandatory use policy within the System. Supplier shall guarantee that manufacturer and/or Supplier price decreases be passed on to System immediately.
 - c. Volume Discount. Discount provided based on new units added to national program. Please refer to Attachment C – Volume Discount.
2. For systemwide agreements, each UC Location will specify the Invoicing Method and Payment Options that will apply, taking into account the operational capabilities of Supplier and the UC Location. See UC's Procure to Pay Standards <http://www.ucop.edu/procurement-services/files/Matrix%20for%20website.pdf> for the options that will be considered. In the case of systemwide agreements, each UC Location will specify these terms in a Statement of Work or Purchase Order, as the case may be.



Purchasing Agreement # 2019.001563

Invoicing

Notwithstanding the provisions of Article 3 of the Terms and Conditions of Purchase, UC will pay freight and shipping/handling as follows: **FOB Destination**.

All invoices must clearly indicate the following information:

- State sales tax as a separate line item;
- Shipping costs as a separate line item;
- UC Purchase Order or Release Number;
- Description, and quantity, specifically breakdown of labor and material;
- Net cost of each item;
- Any pay/earned/dynamic discount;
- Reference to original invoice number for all credit memos issued;

Supplier will submit invoices following the designated invoice method directly to UC Accounts Payable Departments at each UC Location, unless UC notifies the Supplier otherwise by amendment to the Agreement.

Settlement Method and Terms

Notwithstanding the provisions of Article 3 of the Terms and Conditions of Purchase, the Settlement Method and Terms will be as follows: **Net30**

5. Notices

As provided in the UC Terms and Conditions of Purchase, notices may be given by email, which will be considered legal notice only if such communications include the following text in the Subject field: FORMAL LEGAL NOTICE – [insert, as the case may be, Supplier name or University of California]. If a physical format notice is required, it must be sent by overnight delivery or by certified mail with return receipt requested, at the addresses specified below.

To UC, regarding contract issues not addressed above:

Name	Reynaldo Cano-Boza
Title	Sr. Commodity Manager
Phone	(510) 987-9893
Email	Reynaldo.Cano-Boza@ucop.edu
Address	7835 Trade Street, Suite 100
	San Diego, CA 92121

To Supplier:

Name	Tom Salzberg
Title	Sr. Regional Sales Manager
Phone	415-638-2023
Email	Tom.salzberg@otis.com
Address	444 Spear St., Suite 100
	San Francisco, CA 94941

6. Intellectual Property, Copyright and Patents

☐ The Goods and/or Services involve Work Made for Hire

☒ The Goods and/or Services **do not** involve Work Made for Hire

**7. Patient Protection and Affordable Care Act (PPACA)**

☐ Because the Services involve temporary or supplementary staffing, they are subject to the PPACA warranties in the T&Cs.

☒ The Services do not involve temporary or supplementary staffing, and they are not subject to the PPACA warranties in the T&Cs.

8. Prevailing Wages

☐ Supplier is not required to pay prevailing wages when providing the Services.

9. Fair Wage/Fair Work

☒ Supplier is not required to pay the UC Fair Wage (defined as \$13 per hour as of 10/1/15, \$14 per hour as of 10/1/16, and \$15 per hour as of 10/1/17) when providing the Services.

**10. Restriction Relating to Consulting Services or Similar Contracts –
Follow-on Contracts**

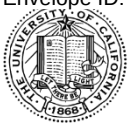
Please note a Supplier that is awarded a consulting services or similar contract cannot later submit a bid or be considered for any work “required, suggested, or otherwise deemed appropriate” as the end product of the Services (see Public Contract Code Section 10515).

11. Insurance

Deliver the PDF version of the Certificate of Insurance to UC’s Buyer, by email with the following text in the Subject field: CERTIFICATE OF INSURANCE – OTIS ELEVATOR COMPANY.

12. Records about Individuals

Records created pursuant to the Agreement that contain personal information about individuals (including statements made by or about individuals) may become subject to the California Information Practices Act of 1977, which includes a right of access by the subject individual. While ownership of confidential or personal information about individuals is subject to negotiated agreement between UC and Supplier, records will normally become UC’s property, and subject to state law and UC policies governing privacy and access to files. When collecting the information, Supplier must inform the individual that the record is being made, and the purpose of the record. Use of recording devices in discussions with employees is permitted only as specified in the Statement of Work.



Purchasing Agreement # 2019.001563

13. Amendments to UC Terms and Conditions of Purchase

The UC Terms and Conditions of Purchase, dated 08/06/2019 are hereby amended as follows:

ARTICLE 8 – Indemnity will be deleted and replaced with the following:

Supplier will defend, indemnify, and hold harmless UC, its officers, employees, and agents, *but only in proportion to and to the extent such losses, expenses, damages or liabilities are caused by or result from the negligent or intentional acts or omissions of Supplier* from and against all losses, expenses (including, without limitation, reasonable attorneys' fees and costs), damages, and liabilities of any kind resulting from or arising out of the Agreement, including the performance hereunder of Supplier, its officers, employees, agents, sub-suppliers, or anyone directly or indirectly employed by Supplier, or any person or persons under Supplier's direction and control, provided such losses, expenses, damages and liabilities are due or claimed to be due to the acts or omissions of Supplier, its officers, employees, agents, sub-suppliers, or anyone directly or indirectly employed by Supplier, or any person or persons under Supplier's direction and control. UC agrees to provide Supplier with prompt notice of any such claim or action and to permit Supplier to defend any claim or action, and that UC will cooperate fully in such defense. UC retains the right to participate in the defense against any such claim or action, and the right to consent to any settlement, which consent will not unreasonably be withheld.

ARTICLE 9, Section C – Deleted

ARTICLE 38 – will be added to read as follows:

Under no conditions, shall either party be liable for special, indirect, liquidated, or consequential damages in contract, tort, including negligence, warranty or otherwise, notwithstanding any indemnity provisions to the contrary.

14. Cooperative Purchasing

Supplier agrees to extend pricing and Goods and/or Services to the California State University institutions (CSU) and the California Community Colleges (CCC) and agencies nationwide registered with OMNIA Partners under the terms of the Agreement. All contractual administration issues (e.g. terms and conditions, extensions, and renewals) will remain UC's responsibility. Operational issues, fiduciary responsibility, payment issues, performance issues and liabilities, and disputes involving individual CSU or CCC campuses will be addressed, administered, and resolved by each CSU or CCC campus.

15. Incorporated Documents

This Agreement and its Incorporated Documents contain the entire agreement between the Parties, in order of the below precedent, concerning its subject matter and shall supersede all prior or other agreements, oral and written declarations of intent and other legal arrangements (whether binding or non-binding) made by the Parties in respect thereof.

- a) Master Service Agreement # 2019.0001563
- b) UC Terms and Conditions of Purchase
- c) Attachment A - Statement of Work
- d) UC Request for Proposal# (000289-APR2018) RFP-ElevatorMaintenance-UCSystemWide-April2019 ("RFP") and
- e) Supplier's responses thereto submitted on or about June 17, 2019 ("RFP Response")
- f) Attachment B – UC Pricing Schedule
- g) Attachment C – Volume Discount
- h) Attachment D – Sustainability
- i) Omnia Exhibits F
- j) Omnia Exhibit G



UNIVERSITY
OF
CALIFORNIA

4.a

Purchasing Agreement # 2019.001563

16. Entire Agreement

The Agreement and its Incorporated Documents contain the entire Agreement between the parties and supersede all prior written or oral agreements with respect to the subject matter herein.

This Agreement can only be signed by an authorized representative with the proper delegation of authority.

THE REGENTS OF THE
UNIVERSITY OF CALIFORNIA

Justin Sullivan

C61AF0F2384C40D...
(Signature)

Justin Sullivan, Director, Strategic Sourcing

(Printed Name, Title)

10/11/2019

(Date)

OTIS ELEVATOR COMPANY

(Signature)

Ted Gorman, Director Strategic Accounts

(Printed Name, Title)

10/1/2019

(Date)



ARTICLE 1 – GENERAL

The equipment, materials, or supplies (“Goods”) and/or services (“Services”) furnished by Supplier (together, the “Goods and Services”) and covered by the UC Purchase Order (“PO”) and/or other agreement (which, when combined with these Terms and Conditions and any other documents incorporated by reference, will constitute the “Agreement”) are governed by the terms and conditions set forth herein. As used herein, the term “Supplier” includes Supplier and its sub-suppliers at any tier. As used herein, “UC” refers to The Regents of the University of California, a corporation described in California Constitution Art. IX, Sec. 9, on behalf of the UC Locations identified in the Agreement and/or the PO. UC and Supplier individually will be referred to as “Party” and collectively as “Parties.” Any defined terms not defined in these Terms and Conditions of Purchase will have the meaning ascribed to such term in any of the other documents incorporated in and constituting the Agreement. No other terms or conditions will be binding upon the Parties unless accepted by them in writing. Written acceptance or shipment of all or any portion of the Goods, or the performance of all or any portion of the Services, covered by the Agreement, will constitute Supplier’s unqualified acceptance of all of the Agreement’s terms and conditions. The terms of any proposal referred to in the Agreement are included and made a part of the Agreement only to the extent the proposal specifies the Goods and/or Services ordered, the price therefor, and the delivery thereof, and then only to the extent that such terms are consistent with the terms and conditions of the Agreement.

ARTICLE 2 – TERM AND TERMINATION

- A. As applicable, the term of the Agreement (“Initial Term”) will be stated in the Agreement. Following the Initial Term, the Agreement may be extended by written mutual agreement.
- B. UC’s obligation to proceed is conditioned upon the appropriation of state, federal and other sources of funds not controlled by UC (“Funding”). UC will have the right to terminate the Agreement without damage, penalty, cost or further obligation in the event that through no action or inaction on the part of UC, the Funding is withdrawn.
- C. UC may, by written notice stating the extent and effective date thereof, terminate the Agreement for convenience in whole or in part, at any time. The effective date of such termination shall be consistent with any requirements for providing notice specified in the Agreement, or immediate if no such terms are set forth in the Agreement. As specified in the termination notice, UC will pay Supplier as full compensation the pro rata Agreement price for performance through the later of the date that (i) UC provided Supplier with notice of termination or (ii) Supplier’s provision of Goods and/or Services will terminate.
- D. UC may by written notice terminate the Agreement for Supplier’s breach of the Agreement, in whole or in part, at any time, if Supplier refuses or fails to comply with the provisions of the Agreement, or so fails to make progress as to endanger performance and does not cure such failure within five (5) business days, or fails to supply the Goods and/or Services within the time specified or any written extension thereof. In such event, UC may purchase or otherwise secure Goods and/or Services and, except as otherwise provided herein, Supplier will be liable to UC for any excess costs UC incurs thereby.
- E. UC’s Appendix – Data Security, Appendix – BAA, and/or Appendix – GDPR will control in the event that one or more appendices are incorporated into the Agreement and conflicts with the provisions of this Article.

ARTICLE 3 – PRICING, INVOICING METHOD, AND SETTLEMENT METHOD AND TERMS.

Pricing is set forth in the Agreement or Purchase Order, and the amount UC is charged and responsible for shall not exceed the amount specified in the Agreement unless UC has given prior written approval. Unless otherwise agreed in writing by UC, Supplier will use the invoicing method and payment settlement method (and will extend the terms applicable to such settlement method) set forth in UC’s Supplier Invoicing, Terms & Settlement Matrix. UC will pay Supplier, upon submission of acceptable invoices, for Goods and/or Services provided and accepted. Invoices must be itemized and reference the Agreement or Purchase Order number. UC will not pay shipping, packaging or handling expenses, unless specified in the Agreement or Purchase Order. Unless otherwise provided, freight is to be FOB destination. Any of Supplier’s expenses that UC agrees to reimburse will be reimbursed under UC’s Travel Policy, which may be found at <http://www.ucop.edu/central-travel-management/resources/index.html>. Where applicable, Supplier will pay all taxes imposed on Supplier in connection with its performance under the Agreement, including any federal, state and local income, sales, use, excise and other taxes or assessments. Notwithstanding any other provision to the contrary, UC will not be responsible for any fees, interest or surcharges Supplier wishes to impose.



ARTICLE 4 – INSPECTION.

The Goods and/or Services furnished will be exactly as specified in the Agreement, free from all defects in Supplier's performance, design, skill and materials, and, except as otherwise provided in the Agreement, will be subject to inspection and test by UC at all times and places. If, prior to final acceptance, any Goods and/or Services furnished are found to be incomplete, or not as specified, UC may reject them, require Supplier to correct them at the sole cost of Supplier, or require provision of such Goods and/or Services at a reduction in price that is equitable under the circumstances. If Supplier is unable or refuses to correct such deficiencies within a time UC deems reasonable, UC may terminate the Agreement in whole or in part. Supplier will bear all risks as to rejected Goods and/or Services and, in addition to any costs for which Supplier may become liable to UC under other provisions of the Agreement, will reimburse UC for all transportation costs, other related costs incurred, or payments to Supplier in accordance with the terms of the Agreement for unaccepted Goods and/or Services and materials and supplies incidental thereto. Notwithstanding final acceptance and payment, Supplier will be liable for latent defects, fraud or such gross mistakes as amount to fraud.

ARTICLE 5 – ASSIGNED PERSONNEL; CHARACTER OF SERVICES

Supplier will provide the Services as an independent contractor and furnish all equipment, personnel and materiel sufficient to provide the Services expeditiously and efficiently, during as many hours per shift and shifts per week, and at such locations as UC may so require. Supplier will devote only its best-qualified personnel to work under the Agreement. Should UC inform Supplier that anyone providing the Services is not working to this standard, Supplier will immediately remove such personnel from providing Services and he or she will not Oagain, without UC's written permission, be assigned to provide Services. At no time will Supplier or Supplier's employees, sub-suppliers, agents, or assigns be considered employees of UC for any purpose, including but not limited to workers' compensation provisions. Supplier shall not have the power nor right to bind or obligate UC, and Supplier shall not hold itself out as having such authority. Supplier shall be responsible to UC for all Services performed by Supplier's employees, agents and subcontractors, including being responsible for ensuring payment of all unemployment, social security, payroll, contributions and other taxes with respect to such employees, agents and subcontractors.

ARTICLE 6 – WARRANTIES

In addition to the warranties set forth in Articles 11, 12, 17, 23, 24, 25 and 26 herein, Supplier makes the following warranties. Supplier acknowledges that failure to comply with any of the warranties in the Agreement will constitute a material breach of the Agreement and UC will have the right to terminate the Agreement without damage, penalty, cost or further obligation.

- A. General Warranties. Supplier represents, warrants and covenants that: (i) Supplier is free to enter into this Agreement and that Supplier is not, and will not become, during the Term, subject to any restrictions that might restrict or prohibit Supplier from performing the Services or providing the Goods ordered hereunder; (ii) Supplier will comply with all applicable laws, rules and regulations in performing Supplier's obligations hereunder; (iii) the Goods and/or Services shall be rendered with promptness and diligence and shall be executed in a skilled manner by competent personnel, in accordance with the prevailing industry standards; and if UC Appendix Data Security is NOT included: (iv) Supplier has developed a business interruption and disaster recovery program and is executing such program to assess and reduce the extent to which Supplier's hardware, software and embedded systems may be susceptible to errors or failures in various crisis (or force majeure) situations; (v) if Supplier uses electronic systems for creating, modifying, maintaining, archiving, retrieving or transmitting any records, including test results that are required by, or subject to inspection by an applicable regulatory authority, then Supplier represents and warrants that Supplier's systems for electronic records are in compliance; and (vi) Supplier agrees that the Goods and/or Services furnished under the Agreement will be covered by the most favorable warranties Supplier gives to any customer for the same or substantially similar goods or services, or such other more favorable warranties as specified in the Agreement. The rights and remedies so provided are in addition to and do not limit any rights afforded to UC by any other article of the Agreement.
- B. Permits and Licenses. Supplier agrees to procure all necessary permits or licenses and abide by all applicable laws, regulations and ordinances of the United States and of the state, territory and political subdivision or any other country in which the Goods and/or Services are provided.
- C. Federal and State Water and Air Pollution Laws. Where applicable, Supplier warrants that it complies with the requirements in UC Business and Finance Bulletin BUS-56 (Materiel Management; Purchases from Entities Violating State or Federal Water or Air Pollution Laws). Consistent with California Government Code 4477, these requirements do not permit UC to contract with entities in violation of Federal or State water or air pollution laws.
- D. Web Accessibility Requirements. As applicable to the Supplies and/or Services being provided under the Agreement, Supplier warrants that:



1. It complies with California and federal disability laws and regulations; and
 2. The Goods and/or Services will conform to the accessibility requirements of WCAG 2.0AA.
 3. Supplier agrees to promptly respond to and resolve any complaint regarding accessibility of its Goods and/or Services;
- E. General Accessibility Requirements. Supplier warrants that:
1. It will comply with California and federal disability laws and regulations;
 2. Supplier will promptly respond to remediate to any identified accessibility defects in the Goods and Services to conform to WCAG 2.0 AA; and
 3. Supplier agrees to promptly respond to and use reasonable efforts to resolve and remediate any complaint regarding accessibility of its Goods and/or Services.
- F. Warranty of Quiet Enjoyment. Supplier warrants that Supplier has the right of Quiet Enjoyment in, and conveys the right of Quiet Enjoyment to UC for UC's use of, any and all intellectual property that will be needed for Supplier's provision, and UC's use of, the Goods and/or Services provided by Supplier under the Agreement.
- G. California Child Abuse and Neglect Reporting Act ("CANRA"). Where applicable, Supplier warrants that it complies with CANRA.
- H. Debarment and Suspension. Supplier warrants that it is not presently debarred, suspended, proposed for debarment, or declared ineligible for award of federal contracts or participation in federal assistance programs or activities.
- I. UC Trademark Licensing Code of Conduct. If the Goods will bear UC's name (including UC campus names, abbreviations of these names, UC logos, UC mascots, or UC seals) or other trademarks owned by UC, Supplier warrants that it holds a valid license from UC and complies with the Trademark Licensing Code of Conduct policy, available at <http://policy.ucop.edu/doc/3000130/TrademarkLicensing>.
- J. Outsourcing (Public Contract Code section 12147) Compliance. Supplier warrants that if the Agreement will displace UC employees, no funds paid under the Agreement will be used to train workers who are located outside of the United States, or plan to relocate outside the United States as part of the Agreement. Additionally, Supplier warrants that no work will be performed under the Agreement with workers outside the United States, except as described in Supplier's bid. If Supplier or its sub-supplier performs the Agreement with workers outside the United States during the life of the Agreement and Supplier did not describe such work in its bid, Supplier acknowledges and agrees that (i) UC may terminate the Agreement without further obligation for noncompliance, and (ii) Supplier will forfeit to UC the amount UC paid for the percentage of work that was performed with workers outside the United States and not described in Supplier's bid.

ARTICLE 7 – INTELLECTUAL PROPERTY, COPYRIGHT, PATENTS, AND DATA RIGHTS

- A. Goods and/or Services Involving Work Made for Hire.
1. Unless UC indicates that the Goods and/or Services do not involve work made for hire, Supplier acknowledges and agrees that any deliverables provided to UC by Supplier in the performance of the Agreement, and any intellectual property rights therein, (hereinafter the "Deliverables") will be owned by UC. The Deliverables will be considered "work made for hire" under U.S. copyright law and all right, title, and interest to and in such Deliverables including, but not limited to, any and all copyrights or trademarks, will be owned by UC. In the event that it is determined that UC is not the owner of such Deliverables under the "work made for hire" doctrine of U.S. copyright law, Supplier hereby irrevocably assigns to UC all right, title, and interest to and in such Deliverables and any copyrights or trademarks thereto.
 2. The Deliverables must be new and original. Supplier must not use any pre-existing copyrightable or trademarked images, writings, or other proprietary materials (hereinafter "Pre-Existing Materials") in the Deliverables without UC's prior written permission. In the event that Supplier uses any Pre-Existing Materials in the Deliverables in which Supplier has an ownership interest, UC is hereby granted, and will have, a non-exclusive, royalty-free, irrevocable, perpetual, paid-up, worldwide license (with the right to sublicense) to make, have made, copy, modify, make derivative works of, use, perform, display publicly, sell, and otherwise distribute such Pre-Existing Materials in connection with the Deliverables.
 3. Whenever any invention or discovery is made or conceived by Supplier in the course of or in connection with the Agreement, Supplier will promptly furnish UC with complete information with respect thereto and UC will have the sole power to determine whether and where a patent application will be filed and to determine the disposition of title to and all rights under any application or patent that may result.
 4. Supplier is specifically subject to an obligation to, and hereby does, assign all right, title and interest in any such intellectual property rights to UC as well as all right, title and interest in tangible research products embodying any such inventions whether the inventions are patentable or not. Supplier agrees to promptly execute any additional documents or forms that UC may require in order to effectuate such assignment.
- B. Goods and/or Services Not Involving Work Made for Hire.



1. If the Goods and/or Services do not involve work made for hire, and in the event that Supplier uses any Pre-Existing Materials in the Deliverables in which Supplier has an ownership interest, UC is hereby granted, and will have, a non-exclusive, royalty-free, irrevocable, perpetual, paid-up, worldwide license (with the right to sublicense) to make, have made, copy, modify, make derivative works of, use, perform, display publicly, sell, and otherwise distribute such Pre-Existing Materials in connection with the Deliverables.
 2. The Deliverables must be new and original. Supplier must not use any Pre-Existing Materials in the Deliverables without UC's prior written permission.
 3. Whenever any invention or discovery is made or conceived by Supplier in the course of or in connection with the Agreement, Supplier will promptly furnish UC complete information with respect thereto and UC will have the sole power to determine whether and where a patent application will be filed and to determine the disposition of title to and all rights under any application or patent that may result.
 4. Supplier is specifically subject to an obligation to, and hereby does, assign all right, title and interest in any such intellectual property rights to UC as well as all right, title and interest in tangible research products embodying any such inventions whether the inventions are patentable or not. Supplier agrees to promptly execute any additional documents or forms that UC may require in order to effectuate such assignment.
- C. General. Should the Goods and/or Services become, or in Supplier's opinion be likely to become, the subject of a claim of infringement of any patent, copyright, trademark, trade name, trade secret, or other proprietary or contractual right of any third party, Supplier will provide written notice to UC of the circumstances giving rise to such claim or likely claim. In the event that UC receives notice of a claim of infringement or is made a party to or is threatened with being made a party to any claim of infringement related to the Goods and/or Services, UC will provide Supplier with notice of such claim or threat. Following receipt of such notice, Supplier will either (at Supplier's sole election) (i) procure for UC the right to continue to use the affected portion of the Goods and/or Services, or (ii) replace or otherwise modify the affected portion of the Goods and/or Services to make them non-infringing, or obtain a reasonable substitute product for the affected portion of the Goods and/or Services, provided that any replacement, modification or substitution under this paragraph does not effect a material change in the Goods and/or Services' functionality. If none of the foregoing options is reasonably acceptable to UC, UC will have the right to terminate the Agreement without damage, penalty, cost or further obligation.
- D. UC Rights to Institutional Information. Institutional Information shall belong exclusively to UC and unless expressly provided, this Agreement shall not be construed as conferring on Supplier any patent, copyright, trademark, license right or trade secret owned or obtained by UC. Any right for Supplier to use Institutional Information is solely provided on a non-exclusive basis, and only to the extent required for Supplier to provide the Goods or Services under the Agreement. As used herein, "Institutional Information" means any information or data created, received, and/or collected by UC or on its behalf, including but not limited to application logs, metadata and data derived from such data.

ARTICLE 8 – INDEMNITY AND LIABILITY

To the fullest extent permitted by law, Supplier will defend, indemnify, and hold harmless UC, its officers, employees, and agents, from and against all losses, expenses (including, without limitation, reasonable attorneys' fees and costs), damages, and liabilities of any kind resulting from or arising out of the Agreement, including the performance hereunder of Supplier, its officers, employees, agents, sub-suppliers, or anyone directly or indirectly employed by Supplier, or any person or persons under Supplier's direction and control, provided such losses, expenses, damages and liabilities are due or claimed to be due to the acts or omissions of Supplier, its officers, employees, agents, sub-suppliers, or anyone directly or indirectly employed by Supplier, or any person or persons under Supplier's direction and control. UC agrees to provide Supplier with prompt notice of any such claim or action and to permit Supplier to defend any claim or action, and that UC will cooperate fully in such defense. UC retains the right to participate in the defense against any such claim or action, and the right to consent to any settlement, which consent will not unreasonably be withheld.

In the event Appendix DS applies to this Agreement, Supplier shall reimburse or otherwise be responsible for any costs, fines or penalties imposed against UC as a result of Supplier's Breach of Institutional Information and/or failure to cooperate with UC's response to such Breach. As used herein, "Breach" means: (1) any disclosure of Institutional Information to an unauthorized party or in an unlawful manner; (2) unauthorized or unlawful acquisition of information that compromises the security, confidentiality or integrity of Institutional Information and/or IT Resources; and (3) the acquisition, access, use, or disclosure of Protected Health Information or medical information in a manner not permitted under the Health Insurance Portability and Accountability Act (HIPAA) or California law. "IT Resources" means IT infrastructure, cloud services, software, and/or hardware with computing and/or networking capability that is Supplier owned/managed, or UC-owned, or a personally owned device that stores Institutional Information, is connected to UC systems, is connected to UC networks, or is used for UC business.



ARTICLE 9 – INSURANCE

Supplier, at its sole cost and expense, will insure its activities in connection with providing the Goods and/or Services and obtain, keep in force, and maintain the following insurance with the minimum limits set forth below, unless UC specifies otherwise:

- A. Commercial Form General Liability Insurance (contractual liability included) with limits as follows:
 1. Each Occurrence \$ 1,000,000
 2. Products/Completed Operations Aggregate \$ 2,000,000
 3. Personal and Advertising Injury \$ 1,000,000
 4. General Aggregate \$ 2,000,000
- B. Business Automobile Liability Insurance for owned, scheduled, non-owned, or hired automobiles with a combined single limit of not less than one million dollars (\$1,000,000) per occurrence. (Required only if Supplier drives on UC premises or transports UC employees, officers, invitees, or agents in the course of supplying the Goods and/or Services to UC.)
- C. If applicable, Professional Liability Insurance with a limit of two million dollars (\$2,000,000) per occurrence or claim with an aggregate of not less than two million dollars (\$2,000,000). If this insurance is written on a claims-made form, it will continue for three years following termination of the Agreement. The insurance will have a retroactive date of placement prior to or coinciding with the effective date of the Agreement.
- D. Workers' Compensation as required by applicable state law and Employer's Liability with limits of one million dollars (\$1,000,000) per occurrence. Workers' Compensation as required by applicable state law and Employer's Liability with limits of one million dollars (\$1,000,000) per occurrence.
- E. If applicable, Supplier Fidelity Bond or Crime coverage for the dishonest acts of its employees in a minimum amount of one million dollars (\$1,000,000). Supplier will endorse such policy to include a "Regents of the University of California Coverage" or "Joint Payee Coverage" endorsement. UC and, if so requested, UC's officers, employees, agents and sub-suppliers will be named as "Loss Payee, as Their Interest May Appear" in such Fidelity Bond.
- F. In the event Appendix DS applies to this Agreement, Supplier, at its sole cost and expense, will obtain, keep in force, and maintain one or more insurance policies that provide coverage for technology, professional liability, data protection, and/or cyber liability. Typically referred to as Privacy, Technology and Data Security Liability, Cyber Liability, or Technology Professional Liability insurance, it will cover liabilities for financial loss due to the acts, omissions, or intentional misconduct of Supplier, its officers, employees, agents, sub-suppliers, or anyone directly or indirectly employed by Supplier, or any person or persons under Supplier's direction and control, in connection with the performance of this Agreement, as well as all Supplier costs, including damages it is obligated to pay UC or any third party, that are associated with any confirmed or suspected Breach or compromise of Institutional Information. In some cases, Professional Liability policies may include some coverage for data breaches or loss of Institutional Information. Regardless of the type of policy(ies) in place, such coverage will include without limitation: (i) costs to notify parties whose data were lost or compromised; (ii) costs to provide credit monitoring and credit restoration services to parties whose data were lost or compromised; (iii) costs associated with third party claims arising from the confirmed or suspected Breach or loss of Institutional Information, including litigation costs and settlement costs; (iv) any investigation, enforcement, fines and penalties, or similar miscellaneous costs; and (v) any payment made to a third party as a result of extortion related to a confirmed or suspected Breach. The following insurance coverage is based on the highest Protection Level Classification of Institutional Information identified in Exhibit 1 to Appendix DS:
 1. P1 - This insurance policy must have minimum limits of \$500,000 each occurrence and \$500,000 in the aggregate.
 2. P2 - This insurance policy must have minimum limits of \$1,000,000 each occurrence and \$1,000,000 in the aggregate.
 3. P3 and P4, less than 70,000 records - this insurance policy must have minimum limits of \$5,000,000 each occurrence and \$5,000,000 in the aggregate.
 4. P3 and P4, 70,000 or more records - this insurance policy must have minimum limits of \$10,000,000 each occurrence and \$10,000,000 in the aggregate.

Protection Level Classifications are defined in the UC Systemwide Information Security Classification of Information and IT Resources: <https://security.ucop.edu/policies/institutional-information-and-it-resource-classification.html>

- G. Additional other insurance in such amounts as may be reasonably required by UC against other insurable risks relating to performance. If the above insurance is written on a claims-made form, it will continue for three years following termination of the Agreement. The insurance will have a retroactive date of placement prior to or coinciding with the effective date of the Agreement. If the above insurance coverage is modified, changed or cancelled, Supplier will provide UC with not less than fifteen (15) days' advance written notice of such modification, change, or cancellation, and will promptly obtain replacement coverage that complies with this Article.
- I. The coverages referred to under A and B of this Article must include UC as an additional insured. It is understood that the coverage and limits referred to under A, B and C of this Article will not in any way limit Supplier's liability. Supplier will furnish UC with certificates



of insurance (and the relevant endorsement pages) evidencing compliance with all requirements prior to commencing work under the Agreement. Such certificates will:

1. Indicate that The Regents of the University of California has been endorsed as an additional insured for the coverage referred to under A and B of this Article. This provision will only apply in proportion to and to the extent of the negligent acts or omissions of Supplier, its officers, agents, or employees.
2. Include a provision that the coverage will be primary and will not participate with or be excess over any valid and collectible insurance or program of self-insurance carried or maintained by UC.

ARTICLE 10 – USE OF UC NAME AND TRADEMARKS

Supplier will not use the UC name, abbreviation of the UC name, trade names and/or trademarks (i.e., logos and seals) or any derivation thereof, in any form or manner in advertisements, reports, or other information released to the public, or place the UC name, abbreviations, trade names and/or trademarks or any derivation thereof on any consumer goods, products, or services for sale or distribution to the public, without UC's prior written approval. Supplier agrees to comply at all times with California Education Code Section 92000.

ARTICLE 11 – FEDERAL FUNDS

Supplier who supplies Goods and/or Services certifies and represents its compliance with the following clauses, as applicable. Supplier shall promptly notify UC of any change of status with regard to these certifications and representations. These certifications and representations are material statements upon which UC will rely.

- A. For commercial transactions involving funds on a federal contract (federal awards governed by the FAR), the following provisions apply, as applicable:
 1. FAR 52.203-13, Contractor Code of Business Ethics and Conduct;
 2. FAR 52.203-17, Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights;
 3. FAR 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements;
 4. FAR 52.219-8, Utilization of Small Business Concerns;
 5. FAR 52.222-17, Non-displacement of Qualified Workers;
 6. FAR 52.222-21, Prohibition of Segregated Facilities;
 7. FAR 52.222-26, Equal Opportunity;
 8. FAR 52.222-35, Equal Opportunity for Veterans;
 9. FAR 52.222-36, Equal Opportunity for Workers with Disabilities;
 10. FAR 52.222-37, Employment Reports on Veterans;
 11. FAR 52.222-40, Notification of Employee Rights Under the National Labor Relations Act;
 12. FAR 52.222-41, Service Contract Labor Standards;
 13. FAR 52.222-50, Combating Trafficking in Persons;
 14. FAR 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment - Requirements;
 15. FAR 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services - Requirements;
 16. FAR 52.222-54, Employment Eligibility Verification;
 17. FAR 52.222-55, Minimum Wages Under Executive Order 13658;
 18. FAR 52.222-62, Paid Sick Leave under Executive Order 13706;
 19. FAR 52.224-3, Privacy Training;
 20. FAR 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations;
 21. FAR 52.233-1, Disputes; and
 22. FAR 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels.
- B. For non-commercial transactions involving funds on a federal contract, the UC Appendix titled '*Federal Government Contracts Special terms and Conditions (Non-Commercial Items or Services)*' and located at www.ucop.edu/procurement-services/policies-forms/index.html is hereby incorporated herein by this reference.
- C. For transactions involving funds on a federal grant or cooperative agreement (federal awards governed by eCFR Title 2, Subtitle A, Chapter II, Part 200) the following provisions apply, as applicable:



Terms and Conditions of Purchase

1. Rights to Inventions. If Supplier is a small business firm or nonprofit organization, and is providing experimental, development, or research work under this transaction, Supplier must comply with the requirements of 3 CFR Part 401, "Rights to Inventions Made by nonprofit Organizations and Small Business Firms Under Government Grants, Contracts, and Cooperative Agreements".
 2. Clean Air Act. Supplier agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
 3. Byrd Anti-Lobbying. Supplier certifies that it will not, and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352.
 4. Procurement of Recovered Materials. If Supplier is a state agency or agency of a political subdivision of a state, then Supplier must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act.
- D. In these provisions, the term "contractor" as used therein will refer to Supplier, and the terms "Government" or "Contracting Officer" as used therein will refer to UC. Where a purchase of items is for fulfillment of a specific U.S. Government prime or subcontract, additional information and/or terms and conditions may be included in an attached supplement. By submitting an invoice to UC, Supplier is representing to UC that, at the time of submission:
1. Neither Supplier nor its principals are presently debarred, suspended, or proposed for debarment by the U.S. government (see FAR 52.209-6);
 2. Supplier has filed all compliance reports required by the Equal Opportunity clause (see FAR 52.222-22); and
 3. Any Supplier representations to UC about U.S. Small Business Administration or state and local classifications, including but not limited to size standards, ownership, and control, are accurate and complete.
 4. Byrd Anti-Lobbying. Supplier certifies that it will not, and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352.

ARTICLE 12 – EQUAL OPPORTUNITY AFFIRMATIVE ACTION

Supplier will abide by the requirements set forth in Executive Orders 11246 and 11375. Where applicable, Supplier will comply with 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a), incorporated by reference with this statement: **"This contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability."** With respect to activities occurring in the State of California, Supplier agrees to adhere to the California Fair Employment and Housing Act. Supplier will provide UC on request a breakdown of its labor force by groups as specified by UC, and will discuss with UC its policies and practices relating to its affirmative action programs. Supplier will not maintain or provide facilities for employees at any establishment under its control that are segregated on a basis prohibited by federal law. Separate or single-user restrooms and necessary dressing or sleeping areas must be provided, however, to ensure privacy.

ARTICLE 13 – LIENS

Supplier agrees that upon UC's request, Supplier will submit a sworn statement setting forth the work performed or material furnished by sub-suppliers and material men, and the amount due and to become due to each, and that before the final payment called for under the Agreement, will upon UC's request submit to UC a complete set of vouchers showing what payments have been made for such work performed or material furnished. Supplier will promptly notify UC in writing, of any claims, demands, causes of action, liens or suits brought to its attention that arise out of the Agreement. UC will not make final payment until Supplier, if required, delivers to UC a complete release of all liens arising out of the Agreement, or receipts in full in lieu thereof, as UC may require, and if required in either case, an affidavit that as far as it has knowledge or information, the receipts include all the labor and materials for which a lien could be filed; but Supplier may, if any sub-supplier refuses to furnish a release or receipt in full, furnish a bond satisfactory to UC to indemnify it against any claim by lien or otherwise. If any lien or claim remains unsatisfied after all payments are made, Supplier will refund to UC all monies that UC may be compelled to pay in discharging such lien or claim, including all costs and reasonable attorneys' fees.



ARTICLE 14 – PREMISES WHERE SERVICES ARE PROVIDED

- A. Cleaning Up. Supplier will at all times keep UC premises where the Services are performed and adjoining premises free from accumulations of waste material or rubbish caused by its employees or work of any of its sub-suppliers, and, at the completion of the Services; will remove all rubbish from and about the premises and all its tools, scaffolding, and surplus materials, and will leave the premises "broom clean" or its equivalent, unless more exactly specified. In case of dispute between Supplier and its sub-suppliers as to responsibility for the removal of the rubbish, or if it is not promptly removed, UC may remove the rubbish and charge the cost to Supplier.
- B. Environmental, Safety, Health and Fire Protection. Supplier will take all reasonable precautions in providing the Goods and Services to protect the health and safety of UC employees and members of the public and to minimize danger from all hazards to life and property, and will comply with all applicable environmental protection, health, safety, and fire protection regulations and requirements (including reporting requirements). In the event that Supplier fails to comply with such regulations and requirements, UC may, without prejudice to any other legal or contractual rights of UC, issue an order stopping all or any part of the provision of the Goods and/or Services; thereafter a start order for resumption of providing the Goods and/or Services may be issued at UC's discretion. Supplier will not be entitled to make a claim for extension of time or for compensation or damages by reason of or in connection with such stoppage. Supplier will have sole responsibility for the safety of all persons employed by Supplier and its sub-suppliers on UC premises, or any other person who enters upon UC premises for reasons relating to the Agreement. Supplier will at all times maintain good order among its employees and all other persons who come onto UC's premises at Supplier's request and will not engage any unfit or unskilled person to provide the Goods and/or Services. Supplier will confine its employees and all other persons who come onto UC's premises at Supplier's request or for reasons relating to the Agreement and its equipment to that portion of UC's premises where the Services are to be provided or to roads leading to and from such work sites, and to any other area which UC may permit Supplier to use. Supplier will take all reasonable measures and precautions at all times to prevent injuries to or the death of any of its employees or any other person who enters upon UC premises at Supplier's request. Such measures and precautions will include, but will not be limited to, all safeguards and warnings necessary to protect workers and others against any conditions on the premises that could be dangerous and to prevent accidents of any kind whenever the Goods and/or Services are being provided in proximity to any moving or operating machinery, equipment or facilities, whether such machinery, equipment or facilities are the property of or are being operated by, Supplier, its sub-suppliers, UC or other persons. To the extent compliance is required, Supplier will comply with all relevant UC safety rules and regulations when on UC premises.
- C. Tobacco-free Campus. UC is a tobacco-free institution. Use of cigarettes, cigars, oral tobacco, electronic cigarettes and all other tobacco products is prohibited on all UC owned or leased sites.

ARTICLE 15 – LIABILITY FOR UC - FURNISHED PROPERTY

Supplier assumes complete liability for any materials UC furnishes to Supplier in connection with the Agreement and Supplier agrees to pay for any UC materials Supplier damages or otherwise is not able to account for to UC's satisfaction. UC furnishing to Supplier any materials in connection with the Agreement will not, unless otherwise expressly provided in writing by UC, be construed to vest title thereto in Supplier.

ARTICLE 16 – COOPERATION

Supplier and its sub-suppliers, if any, will cooperate with UC and other suppliers and will so provide the Services that other cooperating suppliers will not be hindered, delayed or interfered with in the progress of their work, and so that all of such work will be a finished and complete job of its kind.

ARTICLE 17 – ADDITIONAL TERMS APPLICABLE TO THE FURNISHING OF GOODS

The terms in this Article have special application to the furnishing of Goods:

- A. Price Decreases. Supplier agrees immediately to notify UC of any price decreases from its suppliers, and to pass through to UC any price decreases.
- B. Declared Valuation of Shipments. Except as otherwise provided in the Agreement, all shipments by Supplier under the Agreement for UC's account will be made at the maximum declared value applicable to the lowest transportation rate or classification and the bill of lading will so note.
- C. Title. Title to the Goods purchased under the Agreement will pass directly from Supplier to UC at the f.o.b. point shown, or as otherwise specified in the Agreement, subject to UC's right to reject upon inspection.



- D. Changes. Notwithstanding the terms in Article 34, Amendments, UC may make changes within the general scope of the Agreement in drawings and specifications for specially manufactured Goods, place of delivery, method of shipment or packing of the Agreement by giving notice to Supplier and subsequently confirming such changes in writing. If such changes affect the cost of or the time required for performance of the Agreement, UC and Supplier will agree upon an equitable adjustment in the price and/or delivery terms. Supplier may not make changes without UC's written approval. Any claim of Supplier for an adjustment under the Agreement must be made in writing within thirty (30) days from the date Supplier receives notice of such change unless UC waives this condition in writing. Nothing in the Agreement will excuse Supplier from proceeding with performance of the Agreement as changed hereunder. Supplier may not alter or misbrand, within the meaning of the applicable Federal and State laws, the Goods furnished.
- E. Forced, Convict and Indentured Labor. Supplier warrants that no foreign-made Goods furnished to UC pursuant to the Agreement will be produced in whole or in part by forced labor, convict labor, or indentured labor under penal sanction. If UC determines that Supplier knew or should have known that it was breaching this warranty, UC may, in addition to terminating the Agreement, remove Supplier from consideration for UC contracts for a period not to exceed one year. This warranty is in addition to any applicable warranties in Articles 6 and 11.
- F. Export Control. Supplier agrees to provide UC (the contact listed on the Purchase Order) with written notification that identifies the export-controlled Goods and such Goods' export classification if any of the Goods is export-controlled under the International Traffic in Arms Regulations (ITAR) (22 CFR §§ 120-130), the Export Administration Regulations (15 CFR §§ 730-774) 500 or 600 series, or controlled on a military strategic goods list. Supplier agrees to provide UC (the contact listed on the Purchase Order) with written notification if Supplier will be providing information necessary for the operation, installation (including on-site installation), maintenance (checking), repair, overhaul, and refurbishing of the Goods that is beyond a standard user manual (i.e. "Use" technology as defined under the EAR 15 CFR § 772.1), or "Technical Data" (as defined under the ITAR 22 CFR § 120.10).

ARTICLE 18 – CONFLICT OF INTEREST

Supplier affirms that, to the best of Supplier's knowledge, no UC employee who has participated in UC's decision-making concerning the Agreement has an "economic interest" in the Agreement or Supplier. A UC employee's "economic interest" means:

- A. An investment worth \$2,000 or more in Supplier or its affiliate;
- B. A position as director, officer, partner, trustee, employee or manager of Supplier or its affiliate;
- C. Receipt during the past 12 months of \$500 in income or \$440 in gifts from Supplier or its affiliate; or
- D. A personal financial benefit from the Agreement in the amount of \$250 or more.

In the event of a change in these economic interests, Supplier will provide written notice to UC within thirty (30) days after such change, noting such changes. Supplier will not be in a reporting relationship to a UC employee who is a near relative, nor will a near relative be in a decision making position with respect to Supplier.

ARTICLE 19 – AUDIT REQUIREMENTS

The Agreement, and any pertinent records involving transactions relating to this Agreement, is subject to the examination and audit of the Auditor General of the State of California or Comptroller General of the United States or designated Federal authority for a period of up to five (5) years after final payment under the Agreement. UC, and if the underlying grant, cooperative agreement or federal contract so provides, the other contracting Party or grantor (and if that be the United States or an instrumentality thereof, then the Comptroller General of the United States) will have access to and the right to examine Supplier's pertinent books, documents, papers, and records involving transactions and work related to the Agreement until the expiration of five (5) years after final payment under the Agreement. The examination and audit will be confined to those matters connected with the performance of the Agreement, including the costs of administering the Agreement.

ARTICLE 20 – PROHIBITION ON UNAUTHORIZED USE OR DISCLOSURE OF INSTITUTIONAL INFORMATION

- A. Prohibition on Access, Use and Disclosure of Institutional Information. Supplier will not access, use or disclose Institutional Information, other than to carry out the purposes for which UC disclosed the Institutional Information to Supplier, except as required by applicable law, or as otherwise authorized in writing by UC prior to Supplier's disclosure. Supplier shall have the limited right to disclose Institutional Information to Supplier's employees provided that: (i) Supplier shall disclose only such Institutional Information as is necessary for the Supplier to perform its obligations under this Agreement, and (ii) Supplier informs such employees of the obligations governing the access, use and disclosure of Institutional Information prior to Supplier's disclosure. Supplier shall be liable



for any breach of this Agreement by its employees. For avoidance of doubt, this provision prohibits Supplier from using for its own benefit Institutional Information and any information derived therefrom. For the avoidance of doubt, the sale of Institutional Information is expressly prohibited.

- B. Compliance with Applicable Laws and Industry Best Practices. Supplier agrees to comply with all applicable state, federal, and foreign laws, as well as industry best practices, governing the collection, access, use, disclosure, safeguarding and destruction of Institutional Information. Supplier agrees to protect the privacy and security of Institutional Information according to all applicable laws and industry best practices, and no less rigorously than it protects its own information, but in no case less than reasonable care.
- C. Confidential Institutional Information. Supplier agrees to hold UC's Confidential Institutional Information, and any information derived therefrom, in strict confidence. Confidential Institutional Information shall be defined as any Institutional Information which is (i) marked as "Confidential" at the time of disclosure; (ii) if disclosed orally, identified at the time of such oral disclosure as confidential, and reduced to writing as "Confidential" within thirty (30) days of such oral disclosure; and (iii) if not marked as "Confidential," information that would be considered by a reasonable person in the relevant field to be confidential given its content and the circumstances of its disclosure. Confidential Information will not be considered confidential to the extent that: (i) Supplier can demonstrate by written records was known to Supplier prior to the effective date of the Agreement; (ii) is currently in, or in the future enters, the public domain other than through a breach of the Agreement or through other acts or omissions of Supplier; (iii) is obtained lawfully from a third party; or (iv) is disclosed under the California Public Records Act or legal process. For the avoidance of doubt, as applicable to Supplier's Services, Confidential Institutional Information may include any information that identifies or is capable of identifying a specific individual, including but not limited to:
 - 1. Personally identifiable information,
 - 2. Protected Health Information as defined by the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the HIPAA regulations (including, but not limited to 45 C.F.R. § 160.103),
 - 3. Medical information as defined by California Civil Code § 56.05,
 - 4. Cardholder data,
 - 5. Student records, or
 - 6. Individual financial information that is subject to laws restricting the use and disclosure of such information, including but not limited to:
 - a. Article 1, Section 1 of the California Constitution; the California Information Practices Act (Civil Code § 1798 *et seq.*);
 - b. The federal Gramm-Leach-Bliley Act (15 U.S.C. §§ 6801(b) and 6805(b)(2));
 - c. The federal Family Educational Rights and Privacy Act (20 U.S.C. § 1232g);
 - d. The federal Fair and Accurate Credit Transactions Act (15 U.S.C. § 1601 *et seq.*);
 - e. The Fair Credit Reporting Act (15 U.S.C. § 1681 *et seq.*), and
 - f. Applicable international privacy laws, including, but not limited to the General Data Protection Regulation.
- D. Required Disclosures of Institutional Information. If Supplier is required by a court of competent jurisdiction or an administrative body to disclose Institutional Information, Supplier will notify UC in writing immediately upon receiving notice of such requirement and prior to any such disclosure (unless Supplier is prohibited by law from doing so), to give UC an opportunity to oppose or otherwise respond to such disclosure. To the extent Supplier still required to disclose Institutional Information, Supplier will furnish only that portion that is legally required and will exercise all reasonable efforts to obtain reliable assurance that confidential treatment will be afforded to any Confidential Institutional Information.
- E. No Offshoring. Supplier's transmission, transportation or storage of Institutional Information outside the United States, or access of Institutional Information from outside the United States, is prohibited except with prior written authorization by UC.
- F. Conflict in Terms. UC's Appendix – Data Security, Appendix – BAA, and/or Appendix GDPR will control in the event that one or more appendices is incorporated into the Agreement and conflicts with the provisions of this Article.
- G. Acknowledgement. Supplier acknowledges that remedies at law would be inadequate to protect UC against any actual or threatened breach of this Section by Supplier, and, without prejudice to any other rights and remedies otherwise available to UC, Supplier agrees to the granting of injunctive relief in UC's favor without proof of actual damages.

ARTICLE 21 – UC WHISTLEBLOWER POLICY

UC is committed to conducting its affairs in compliance with the law, and has established a process for reporting and investigating suspected improper governmental activities. Please visit <http://www.ucop.edu/uc-whistleblower/> for more information.



ARTICLE 22 – SUSTAINABLE PROCUREMENT GUIDELINES

Supplier will conduct business using environmentally, socially, and economically sustainable products and services (defined as products and services with a lesser or reduced effect on human health and the environment, and which generate benefits to the University as well as to society and the economy, while remaining within the carrying capacity of the environment), to the maximum possible extent consistent with the Agreement, and with the University of California Sustainable Practices Policy (<https://policy.ucop.edu/doc/3100155>) and the University of California Sustainable Procurement Guidelines:

(<https://www.ucop.edu/procurement-services/files/sustainableprocurementguidelines.pdf>).

In accordance with the University of California Sustainable Practices Policy, Supplier will adhere to the following requirements and standards, as applicable. Supplier acknowledges that failure to comply with any of the sustainability standards and requirements in the Agreement will constitute a material breach of the Agreement and UC will have the right to terminate the Agreement without damage, penalty, cost or further obligation.

- A. Sustainability Marketing Standards. Supplier sustainability related claims, where applicable, must meet UC recognized certifications and standards set forth in the UC Sustainable Procurement Guidelines and/or meet the standards of Federal Trade Commission's (FTC) Green Guides.
- B. Electronic Transfer of Supplier Information. Suppliers, when interacting with the UC, shall be prohibited from providing hard copies of presentations, marketing material, or other informational materials. Suppliers will be required to present all information in electronic format that is easily transferable to UC staff. Materials may be provided in hard copy or physical format if specifically required or requested by a UC representative.
- C. Packaging Requirements. All packaging must be compliant with the Toxics in Packaging Prevention Act (AB 455) and must meet all additional standards and requirements set forth in the UC Sustainable Practices Policy. In addition, UC requires that all packaging meet at least one of the criteria listed below:
 1. Uses bulk packaging;
 2. Uses reusable packaging (e.g. totes reused by delivery service for next delivery);
 3. Uses innovative packaging that reduces the weight of packaging, reduces packaging waste, or utilizes packaging that is a component of the product;
 4. Maximizes recycled content and/or meets or exceeds the minimum post-consumer content level for packaging in the U.S. Environmental Protection Agency Comprehensive Procurement Guidelines;
 5. Uses locally recyclable or certified compostable material.
- D. Foodservice Foam Ban. As of 2018, the University no longer allows packaging foam or expanded polystyrene (EPS) for takeaway containers or other food service items, in any University-owned or -operated food service facility.
- E. Product Packaging Foam Ban. Beginning January 1st, 2020, the University will prohibit all contracted and non-contracted suppliers from selling or distributing packaging foam (other than that utilized for laboratory supply or medical packaging) to UC campuses. Packaging foam is defined as any open or closed cell, solidified, polymeric foam used for cushioning or packaging, including but not limited to: low-density polyethylene foam, polypropylene foam, polystyrene foam (i.e. expanded polystyrene (EPS)), polyurethane foam, polyethylene foam, polyvinyl chloride (PVC) foam, and microcellular foam. Not included in this ban are easily biodegradable, plant-based foams such as those derived from corn or mushrooms.
- F. E-Waste Recycling Requirements. All recyclers of UC electronic equipment must be e-Steward certified by the Basel Action Network (BAN).
- G. Hosted and Punch-out Catalog Requirements. Suppliers enabled with eProcurement hosted catalog functionality must clearly identify products with UC-recognized certifications, as defined by the UC Sustainable Procurement Guidelines, in both hosted and punch-out catalog e-procurement environments.

ARTICLE 23 – PATIENT PROTECTION AND AFFORDABLE CARE ACT (PPACA) EMPLOYER SHARED RESPONSIBILITY

If the Services involve Supplier furnishing UC with temporary or supplementary staffing, Supplier warrants that:

- A. If Supplier is an Applicable Large Employer (as defined under Treasury Regulation Section 54.4980H-1(a)(4)):
 1. Supplier offers health coverage to its full-time employees who are performing Services for UC;
 2. Supplier's cost of enrolling such employees in Supplier's health plan is factored into the fees for the Services; and
 3. The fees for the Services are higher than what the Services would cost if Supplier did not offer health coverage to such full-time employees.



Terms and Conditions of Purchase

- B. If Supplier is not an Applicable Large Employer (as defined above):
1. Supplier offers group health coverage to its full-time employees who are performing Services for UC and such coverage is considered Minimum Essential Coverage (as defined under Treasury Regulation Section 1-5000A-2) and is Affordable (as defined under Treasury Regulation Section 54.4980H-5(e)); or
 2. Supplier's full-time employees who are performing services for UC have individual coverage and such coverage satisfies the PPACA requirements for mandated individual coverage.

Supplier acknowledges that UC is relying on these warranties to ensure UC's compliance with the PPACA Employer Shared Responsibility provision.

ARTICLE 24 - PREVAILING WAGES

Unless UC notifies Supplier that the Services are not subject to prevailing wage requirements, Supplier will comply, and will ensure that all sub-suppliers comply, with California prevailing wage provisions, including but not limited to those set forth in Labor Code sections 1770, 1771, 1771.1, 1772, 1773, 1773.1, 1774, 1775, 1776, 1777.5, and 1777.6. For purposes of the Agreement, the term "sub-supplier" means a person or firm, of all tiers, that has a contract with Supplier or with a sub-supplier to provide a portion of the Services. The term sub-supplier will not include suppliers, manufacturers, or distributors. Specifically, and not by way of limitation, if apprenticeship occupations are involved in providing the Services, Supplier will be responsible for ensuring that Supplier and any sub-suppliers comply with Labor Code Section 1777.5. Supplier and sub-supplier may not provide the Services unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5 and 1771.1. Notwithstanding the foregoing provisions, Supplier will be solely responsible for tracking and ensuring proper payment of prevailing wages regardless if Services are partially or wholly subject to prevailing wage requirements. In every instance, Supplier will pay not less than the UC Fair Wage (defined as \$13 per hour as of 10/1/15, \$14 per hour as of 10/1/16, and \$15 per hour as of 10/1/17) for Services being performed at a UC Location (defined as any location owned or leased by UC).

The California Department of Industrial Relations (DIR) has ascertained the general prevailing per diem wage rates in the locality in which the Services are to be provided for each craft, classification, or type of worker required to provide the Services. A copy of the general prevailing per diem wage rates will be on file at each UC Location's procurement office, and will be made available to any interested party upon request. Supplier will post at any job site:

- A. Notice of the general prevailing per diem wage rates, and
- B. Any other notices required by DIR rule or regulation.

By this reference, such notices are made part of the Agreement. Supplier will pay not less than the prevailing wage rates, as specified in the schedule and any amendments thereto, to all workers employed by Supplier in providing the Services. Supplier will cause all subcontracts to include the provision that all sub-suppliers will pay not less than the prevailing rates to all workers employed by such sub-suppliers in providing the Services. The Services are subject to compliance monitoring and enforcement by the DIR. Supplier will forfeit, as a penalty, not more than \$200 for each calendar day or portion thereof for each worker that is paid less than the prevailing rates as determined by the DIR for the work or craft in which the worker is employed for any portion of the Services provided by Supplier or any sub-supplier. The amount of this penalty will be determined pursuant to applicable law. Such forfeiture amounts may be deducted from the amounts due under the Agreement. If there are insufficient funds remaining in the amounts due under the Agreement, Supplier will be liable for any outstanding amount remaining due. Supplier will also pay to any worker who was paid less than the prevailing wage rate for the work or craft for which the worker was employed for any portion of the Services, for each day, or portion thereof, for which the worker was paid less than the specified prevailing per diem wage rate, an amount equal to the difference between the specified prevailing per diem wage rate and the amount which was paid to the worker. Review of any civil wage and penalty assessment will be made pursuant to California Labor Code section 1742.

ARTICLE 25 – FAIR WAGE/FAIR WORK

If the Agreement is for Services that will be performed at one or more UC Locations, does not solely involve furnishing Goods, and are not subject to extramural awards containing sponsor-mandated terms and conditions, Supplier warrants that it is in compliance with applicable federal, state and local working conditions requirements, including but not limited to those set forth in Articles 11, 12 and 14 herein, and that Supplier pays its employees performing the Services no less than the UC Fair Wage. Supplier agrees UC may conduct such UC Fair Wage/Fair Work interim compliance audits as UC reasonably requests, as determined in UC's sole discretion. Supplier agrees to post UC



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Fair Wage/Fair Work notices, in the form supplied by UC, in public areas (such as break rooms and lunch rooms) frequented by Supplier employees who perform Services.

For Services rendered (actual spend) not subject to prevailing wage requirements in excess of \$100,000 in a year (under the Agreement or any combination of agreements for the same service), Supplier will (i) at Supplier's expense, provide an annual independent verification (<https://www.ucop.edu/procurement-services/for-suppliers/fwf-resources-suppliers.html>) performed by a licensed public accounting firm (independent accountant) or the Supplier's independent internal audit department (<http://na.theiia.org/standards-guidance/topics/Pages/Independence-and-Objectivity.aspx>) in compliance with UC's required verification standards and procedures (<https://www.ucop.edu/procurement-services/for-suppliers/fwf-resources-suppliers.html>), concerning Supplier's compliance with this provision, and (ii) ensure that in the case of a UC interim audit, its independent accountant/independent internal auditor makes available to UC its UC Fair Wage/Fair Work work papers for the most recent verification period. Supplier agrees to provide UC with a UC Fair Wage/Fair Work verification annually, in a form acceptable to UC, no later than ninety days after the end of the 12-month period in which \$100,000 in spend is reached.

The Fair Wage Fair Work annual independent verification requirement does not extend to contracts for professional services or consulting for which pre-certification has been provided to UC (<https://www.ucop.edu/procurement-services/for-suppliers/fwf-resources-suppliers.html>). Please see the UC Procurement/Supply Chain Management Policy BUS-43 (<https://www.ucop.edu/procurement-services/policies-forms/business-and-finance/index.html>) for the definition of professional services and consulting.

ARTICLE 26 – MEDICAL DEVICES

This Article applies when the Goods and/or Services involve UC purchasing or leasing one or more medical devices from Supplier, or when Supplier uses one or more medical devices in providing Goods and/or Services to UC.

Medical Device as used herein will have the meaning provided by the U.S. Food and Drug Administration ("FDA") and means an instrument, apparatus, implement, machine, contrivance, implant, in vitro reagent, or other similar or related article, including a component part, or accessory which is: (i) recognized in the official National Formulary, or the United States Pharmacopoeia, or any supplement to them; (ii) intended for use in the diagnosis of disease or other conditions, or in the cure, mitigation, treatment, or prevention of disease, in humans or other animals, or (iii) intended to affect the structure or any function of the body of humans or other animals, and which does not achieve any of its primary intended purposes through chemical action within or on the body of humans or other animals and which is not dependent upon being metabolized for the achievement of any of its primary intended purposes.

Supplier warrants that prior to UC's purchase or lease of any Medical Device or Supplier's use of any Medical Device in providing Goods and/or Services hereunder, Supplier will: (i) perform security testing and validation for each such Goods and/or Services or Medical Device, as applicable; (ii) perform security scans to detect malware on any software embedded within any Goods and/or Services or Medical Device, as applicable, in order to verify that the software does not contain any known malware; (iii) conduct a vulnerability scan encompassing all ports and fuzz testing; and (iv) provide UC with reports for (i) – (iii). Supplier warrants that any Good or Medical Device is compliant with FDA's most current guidance or regulation for the quality system related to the cybersecurity and the Management of Cybersecurity in Medical Devices, and that Supplier will maintain compliance with any updates to such guidance or regulations.

Throughout Supplier's performance of this Agreement, Supplier will provide UC with reasonably up-to-date patches, firmware and security updates for any Medical Device provided to UC, and any other Medical Device used in the course of providing Services, as applicable. All such patches and other security updates will be made available to UC within thirty (30) days of its commercial release or as otherwise recommended by Supplier or Supplier's sub-supplier, whichever is earlier.

Supplier warrants that all software and installation media not specifically required for any Medical Device used by Supplier or Goods and/or Services delivered to UC under this Agreement as well as files, scripts, messaging services and data will be removed from all such Goods and/or Services or Medical Device following installation, and that all hardware ports and drivers not required for use or operation of such Goods and/or Services or Medical Device will be disabled at time of installation. In addition, Medical Devices must be configured so that only Supplier-approved applications will run on such Medical Devices.



Terms and Conditions of Purchase

Supplier agrees that UC may take any and all actions that it, in its sole discretion, deems necessary to address, mitigate and/or rectify any real or potential security threat, and that no such action, to the extent such action does not compromise device certification, will impact, limit, reduce or negate Supplier's warranties or any of Supplier's other obligations hereunder.

Supplier warrants that any Medical Device provided to UC, and any other Medical Device used in the course of providing such Goods and/or Services, meet and comply with all cyber-security guidance and similar standards promulgated by the FDA and any other applicable regulatory body.

If the Goods and/or Services entail provision or use of a Medical Device, Supplier will provide UC with a completed Manufacturer Disclosure Statement for Medical Device Security (MDS2) form for each such Medical Device before UC is obligated to purchase or lease such Medical Device or prior to Supplier's use of such device in its performance of Services. If Supplier provides an MDS2 form to UC concurrently with its provision of Goods and/or Services, UC will have a reasonable period of time to review such MDS2 form, and if the MDS2 form is unacceptable to UC, then UC in its sole discretion may return the Goods or terminate the Agreement with no further obligation to Supplier.

ARTICLE 27 – FORCE MAJEURE

Neither Party will be liable for delays due to causes beyond the Party's control (including, but not restricted to, war, civil disturbances, earthquakes, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather).

ARTICLE 28 – ASSIGNMENT AND SUBCONTRACTING

Except as to any payment due hereunder, Supplier may not assign or subcontract the Agreement without UC's written consent. In case such consent is given, the assignee or subcontractor will be subject to all of the terms of the Agreement.

ARTICLE 29 – NO THIRD-PARTY RIGHTS

Nothing in the Agreement, express or implied, is intended to make any person or entity that is not a signer to the Agreement a third-party beneficiary of any right created by this Agreement or by operation of law.

ARTICLE 30 – OTHER APPLICABLE LAWS

Any provision required to be included in a contract of this type by any applicable and valid federal, state or local law, ordinance, rule or regulations will be deemed to be incorporated herein.

ARTICLE 31 – NOTICES

A Party must send any notice required to be given under the Agreement by overnight delivery or by certified mail with return receipt requested, to the other Party's representative at the address specified by such Party.

ARTICLE 32 – SEVERABILITY

If a provision of the Agreement becomes, or is determined to be, illegal, invalid, or unenforceable, that will not affect the legality, validity or enforceability of any other provision of the Agreement or of any portion of the invalidated provision that remains legal, valid, or enforceable.

ARTICLE 33 – WAIVER

Waiver or non-enforcement by either Party of a provision of the Agreement will not constitute a waiver or non-enforcement of any other provision or of any subsequent breach of the same or similar provision.

ARTICLE 34 – AMENDMENTS

The Parties may make changes in the Goods and/or Services or otherwise amend the Agreement, but only by a writing signed by both Parties' authorized representatives. In the event there is a Material Change to the Agreement, the parties agree to meet and confer in good faith in order to modify the terms of the Agreement. A Material Change as used herein refers to:



- A. A change to the scope of Goods and/or Services to be provided by Supplier, as agreed to by UC;
- B. A change in the Institutional Information Supplier is required to create, receive, maintain or transmit in performance of the Agreement, such that the Protection Level Classification of such Institutional Information changes;
- C. Changes in the status of the parties;
- D. Changes in flow down terms from external parties; and
- E. Changes in law or regulation applicable to this Agreement.

Each party shall notify the other party upon the occurrence of a Material Change.

ARTICLE 35 – GOVERNING LAW AND VENUE

California law will control the Agreement and any document to which it is appended. The exclusive jurisdiction and venue for any and all actions arising out of or brought under the Agreement is in a state court of competent jurisdiction, situated in the county in the State of California in which the UC Location is located or, where the procurement covers more than one UC Location, the exclusive venue is Alameda County, California.

ARTICLE 36 – ASSISTANCE IN LITIGATION OR ADMINISTRATIVE PROCEEDINGS

Supplier will make itself and its employees, subcontractors, or agents assisting Supplier in the performance of its obligations reasonably available to UC at no cost to UC to testify as witnesses, or otherwise, in the event of investigations, or proceedings against UC, its directors, officers, agents, or employees relating to the Goods or Services.

ARTICLE 37 – SUPPLIER TERMS

Any additional terms that Supplier includes in an order form or similar document will be of no force and effect, unless UC expressly agrees in writing to such terms.

ARTICLE 38 – SURVIVAL CLAUSE

Upon expiration or termination of the Agreement, the following provisions will survive: WARRANTIES; INTELLECTUAL PROPERTY, COPYRIGHT, PATENTS, AND DATA RIGHTS; INDEMNITY AND LIABILITY; USE OF UC NAMES AND TRADEMARKS; LIABILITY FOR UC-FURNISHED PROPERTY; COOPERATION; TERMS APPLICABLE TO THE FURNISHING OF GOODS; AUDIT REQUIREMENTS; PROHIBITION ON UNAUTHORIZED USE OR DISCLOSURE OF INSTITUTIONAL INFORMATION; GOVERNING LAW AND VENUE, and, to the extent incorporated into the Agreement, the terms of the APPENDIX–DATA SECURITY, APPENDIX–BAA, and/or APPENDIX–GDPR.

Attachment A – Statement of Work

This document is the template specific to UC used to prepare work at UC specific campuses

**University of California (UC)
REQUEST FOR PROPOSAL#
(000289-APR2018) RFP-ElevatorMaintenance-
UCSystemWide-April2019
FOR**

***Elevator, Escalator, Chairlift and Platform Lift Maintenance &
Repair and related services.***

***On behalf of the University of California and OMNIA Partners
and other government agencies and non-profits***

Date Issued: 04/24/19

Responses Due: 06/03/19@ 3pm PST

It is the Contractor's responsibility to read the entire document, any addenda, and to comply with all requirements listed herein. Any addenda to this Request for Proposal will be directed to all participating Contractors. It is the Contractor's responsibility to watch their e-mail for any addenda, notices, or changes to the RFP or process.

Issued by:

The Regents of the University of California
Adrian Ferreira, Interim Associate Director
Strategic Sourcing - Facilities & Maintenance
University of California Office of the President
7835 Trade Street, San Diego, CA, 92121

**Proposal RFP-ElevatorMaintenance-UCSystemWide-April2019
ELEVATOR MAINTENANCE & REPAIR AND RELATED SERVICES**

RFP Number **(000289-APR2018) RFP-ElevatorMaintenance-UCSystemWide-April2019**
 RFP Title **ELEVATOR MAINTENANCE & REPAIR AND RELATED SERVICES**
 RFP Start Date **April 24, 2019 3:00 PM PST**
 RFP End Date **June 03, 2019 3:00 PM PST**

Question & Answer End Date **May 27, 2019 3:00 PM PST**

RFP Contact **Adrian Ferreira**
 Interim Associate Director – Facilities & Maintenance
 University of California Office of the President
 Adrian.Ferreira@ucop.edu

Vendor Web Conference **May 03, 2019 2:00:00 PM PST**

Attendance is non-mandatory

**Location: NON-MANDATORY VENDOR WEB CONFERENCE VIA
WEB CONFERENCE USING ZOOM APPLICATION.**

**Web Conference Meeting Link: <https://UCOP.zoom.us/j/887466257>
 Dial In option US: +1 669 900 6833 Meeting ID: 887 466 257**

**Link and number are available during time of Vendor Conference.
 If an Offeror is unable to attend the pre-proposal conference,
 recording of presentation will be attached to CalUsource system
 upon completion.**

Campus Walkthrough

Attendance is non-mandatory

Starting week of April 29, 2019 (Northern California)

Week of May 6, 2019 (Southern California)

Refer to ATTACHMENT C – Campus Walkthrough Schedule

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Attachments

- Attachment A – Elevator Equipment List
- Attachment B – Campus Matrix
- Attachment C – Campus Walkthrough Schedule
- Attachment D – Elevator Component Evaluation
- Attachment E – Maintenance vs. Construction

Exhibits

- Omnia Partners - Exhibit A – Response to National Cooperative Contract
- Omnia Partners - Exhibit B – Administration Agreement
- Omnia Partners - Exhibit C– Master Intergovernmental Cooperative Purchasing Agreement
- Omnia Partners - Exhibit D – Principal Procurement Agency Certificate
- Omnia Partners - Exhibit E – Contract Sales Reporting Template
- Omnia Partners - Exhibit F – Federal Funds Certification Form
- Omnia Partners - Exhibit G – New Jersey Compliance Form

Omnia Partners - Exhibit H – OMNIA Partners Advertising Compliance Requirement List

Request for Proposals

RFP Title:

Elevator Maintenance and Repair and Related Services

Introduction/Overview

A. Purpose

The University of California ("UC") is requesting proposals from qualified firms for the purchase of the following products and services in the 3 modules below:

1. MODULE 1: Elevator Maintenance & Related Services

- i. Capability to provide service to the following conveyances, but not limited to, elevator, escalator, chairlift and platform lift.
- ii. Capability to provide as needed to full service based on varied needs by each UC Campus location.
- iii. Ensures consistent performance standards are applied throughout UC.
- iv. Reduces elevator, escalator, chairlift and platform lift response time and repair turn-over.
- v. Standardizes elevator, escalator, chairlift and platform lift maintenance procedures, processes and reporting.
- vi. Assists UC in establishing prioritization schedules for repair and maintenance.
- vii. Maintenance, service, repair and replacement of materials and equipment in elevator, escalator, chairlift and platform lifts of a similar manufacturer and control system as those covered by this contract.
- viii. Capability to modernize existing elevator conveyances.

2. MODULE 2: Non-Proprietary Controls Manufacture

- i. Elevator control system shall be non-proprietary
- ii. Elevator control system shall not require any external Proprietary service tool
- iii. Elevator control system shall be serviceable and maintainable by any qualified elevator maintenance provider capable of maintaining apparatus of similar design and complexity

3. MODULE 3: Conveyance Audit Services

- i. Capability to evaluate, elevator maintenance audit to a maintenance condition assessment, a performance and equipment evaluation, survey, or even a preventative service audit, elevator state, or asset management review.

B. Objective

1. Provide a comprehensive competitively solicited Master Agreement offering products and services to UC and Participating Public Agencies
2. Establish a Master Agreement with a Five (5) year contract(s) with options for Five (5) one-year extensions for the selected Contractor(s).
3. Achieve cost savings for Contractors and Participating Public Agencies through a competitive solicitation process that eliminates the need for multiple proposals.

4. Provide Participating Public Agencies with environmentally responsible products and services.
5. The goal of the RFP is to establish a national contract(s). If Contractors are unable to propose a national program due to conflicts with legal obligations or coverage area, Contractor may indicate so and propose a regional or direct solution. UC will evaluate responses in their entirety and determine award based on the most advantageous.

C. Intent

1. Respondent(s) shall have a strong national presence for Conveyance maintenance/repair goods and services, or non-proprietary controls manufacture, or conveyance audit services for use by UC and various public entities nationwide.
2. Respondent(s) are required to answer general question and also **ONLY** respond to one (1) module. Intent is to have at minimum 3 awards (1 per module).
 - i. The following categories are required to be completed by all and considered general questions:
 1. Company Profile
 2. National Program
 3. Sustainability
 4. Value Add
3. UC is seeking qualified candidates with the capability to provide services to all 10 UC campus locations at minimum, with potential capability to have national representation.
4. UC reserves the right to award in whole or in part, by item or group of items, by section or geographic area, or make multiple awards, where such action serves UC best interest.

D. National Contract for UC Contracts

The University of California, as the Principal Procurement Agency, defined in Exhibit A, has partnered with OMNIA Partners to make the resultant contract (also known as the "Master Agreement" in materials distributed by OMNIA Partners) from this solicitation available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies"), through OMNIA Partners' cooperative purchasing program. The UC is acting as the contracting agency for any other Public Agency that elects to utilize the resulting Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with OMNIA Partners (a "Participating Public Agency"). Exhibits A through H contain additional information about OMNIA Partners and the cooperative purchasing agreement.

OMNIA Partners is the largest and most experienced purchasing organization for public and private sector procurement. Through the economies of scale created by OMNIA Partners public sector subsidiaries, National IPA and U.S. Communities, our participants now have access to more competitively solicited and publicly awarded

cooperative agreements. The lead agency contracting process continues to be the foundation on which we are founded. OMNIA Partners is proud to offer more value and resources to state and local government, higher education, K-12 education and non-profits.

OMNIA Partners provides shared services and supply chain optimization to government, education and the private sector. As a channel partner with Vizient (formally, Novation), OMNIA Partners leverages over \$100 billion in annual supply spend to command the best prices for products and services. With corporate, pricing and sales commitments from the Contractor, OMNIA Partners provides marketing and administrative support for the Contractor that directly promotes the Contractor's products and services to Participating Public Agencies through multiple channels, each designed to promote specific products and services to Public Agencies on a national basis. Public Agencies benefit from pricing based on aggregate spend and the convenience of a contract that has already been advertised and publicly competed. The Contractor benefits from a contract that allows Participating Public Agencies to directly purchase goods and services without the Contractor's need to respond to additional competitive solicitations. As such, the Contractor must be able to accommodate a nationwide demand for services and to fulfill obligations as a nationwide Contractor and respond to the OMNIA Partners documents Exhibit A, B, F, and G. The UC, as the Principal Procurement Agency, has partnered with the OMNIA Partners (herein OMNIA) to make the resultant contract from this solicitation available to qualified Participating Public Agencies nationwide. OMNIA provides marketing and administrative support for the Supplier (herein also referred to as Contractor or Consultant) that directly promotes the Supplier's products and services to Participating Public Agencies through multiple channels, each designed to promote specific products and services to public agencies on a national basis. As such, the Supplier must be able to accommodate a nationwide demand for services and to fulfill obligations as a nationwide Supplier as stated in **Exhibit A**.

Estimated Volume

The UC anticipates spending approximately \$8 million annually on as needed and full-service elevator, escalator, chairlift and platform lift, maintenance program. The overall dollar volume of supplies purchased under the contract is estimated to be \$80 million annually. While no minimum volume is guaranteed, the estimated annual volume is projected based on the current annual volumes among the UC, other government agencies that intend to utilize the resulting contract to be made available to them through OMNIA Partners, and volume growth into other agencies through a coordinated marketing approach between the Contractor and OMNIA Partners.

As outlined in Exhibit A, the awarded supplier(s) are required to pay an administrative fee.

E. General

All Suppliers are **required** to complete the following four (4) Questionnaire sections in the CalUSource solicitation tool in the RFP event. All Offeror(s) are required to complete the Questionnaire section outlined below and **ONLY** one (1) module.

1. **Questionnaire:**

- a. Company Profile
- b. Sustainability
- c. National Program
- d. Value Add

MODULE 1: Elevator Maintenance & Related Services - The evaluation of an elevator, escalator, chairlift and platform lift maintenance program shall be evaluated in terms of a Full-Service Maintenance to include a Preventative Maintenance Program. Offerors will be required to propose on a Full-Service Maintenance Program to encompass Preventative Maintenance.

The Offeror(s) responding to MODULE 1 **must complete** the three (3) Price Sheets in solicitation named: Hourly Rates by Campus Location, Monthly/Annual Rates, and Material Discount/Rate.

• **Elevator Modernization:**

- o Scope is defined as “Partial In-Kind Replacement” as outlined in Attachment D – Elevator Component Evaluation.
- o **Modernization Restrictions:**
 - No new construction
 - Components <50% of the replacement cost of the system
 - Purchase within the minor cap limit of \$750K.
 - UC Construction or Maintenance is defined in Attachment E – Maintenance or Construction.

MODULE 2: Non-Proprietary Controls Manufacture – Objective is to find qualified manufactures with the capability to supply non-proprietary controls to UC and also have capability to delivery products and provide support nationally.

The Offeror(s) responding to MODULE 2 **must complete** all questions in Module 2 Questionnaire.

MODULE 3: Conveyance Audit Services – Seeking a qualified firm to conduct varied types of Audits associated to conveyances.

The Offeror(s) responding to MODULE 3 **must complete** all questions in Module 3 Questionnaire.

Upon award each UC campus location will provide awardee(s) with detailed scope and services needed. Please note each UC campus location manages services differently. In some of the locations Elevator Maintenance Services is managed by in-house staff, while others contract all services out.

The information below will be used for evaluation purposes:

Full Service and Preventative Maintenance for Attachment A – Elevator Equipment List.

FULL SERVICE ELEVATOR, ESCALATOR, CHAIRLIFT AND PLATFORM LIFT MAINTENANCE AND REPAIR PROGRAM REQUIREMENTS

The intent of the Full Service Elevator, escalator, chairlift and platform lift, maintenance program is for the Contractor to assume all responsibility associated with the elevator, escalator, chairlift and platform lift, equipment and associated parts as specified herein, with the exception of those stated items that have been excluded as referenced in this RFP. The work to be performed by the elevator, escalator, chairlift and platform lift Contractor under the specifications shall consist of furnishing all material, labor, supervision, tools, supplies, and other expenses necessary to provide full service maintenance, and repairs of every description, including inspections, adjustments, test and replacement of parts as herein specified for all equipment covered under this RFP.

The work to be performed by the elevator, escalator, chairlift and platform lift Contractor under the specifications shall consist of furnishing all material, labor, supervision, tools, supplies, and other expenses necessary to provide full service and preventative maintenance services, and repairs of every description, including inspections, adjustments, test and replacement of parts as herein specified for all equipment covered under this RFP, as listed.

The Contractor shall systematically examine, adjust, lubricate, clean and when conditions warrant, repair or replace the following items and components thereof and all other mechanical or electrical equipment, including, but not necessarily limited to the following:

ELEVATORS:

- Entire machine, include housing, drive sheave, drive sheave shaft bearings, brake and assembly and component parts.
- Hoist motor and motor generator including auxiliary rotating systems, motor windings, rotating elements, commentators and bearings, field windings.
- All sheaves.
- Controller: All components including all relays, contracts, solid state component resistors, condensers, transformers, contacts, leads, mechanical or electrical timing devices, computer devices.
- Selector: All components including selector drive tape, wire or cable, hoist way vanes, magnets, inductors and all other mechanical and electrical drive components.
- Motor, and motor generators brush and brush holders.
- Hoistway door interlocks or locks and contacts: hoistway door hangers and tracks, bottom door jibs, cams, rollers, and auxiliary door closing devices for power-operated doors. Chains, tracks, cams, interlocks, sheaves for vertical bi-parting doors. All thrust rollers, (Eccentrics) broken arm closer assembly, retiring arm assemblies complete.

- Hoistway limit switches, slowdown switches, leveling switches and associated cams and vanes.
- Guide shoes including rollers or jib type assemblies complete.
- Automatic power operated door operators, door protective devices, car hangers, tracks and car door contacts for both side slide and vertical bi-parting doors, photo eyes.
- Traveling cables.
- Elevator control wiring in hoist way and machine room.
- Governor including governor sheave and shaft assembly bearings, contact jaw and governor tension assemblies.
- Car and counterweight safety mechanism and load weighting equipment.
- Hoist cables, governor cables, compensating cables and compensating chains, including the adjustment and shorting of same as required by Code.
- Buffers, oil or spring type.
- Fixture contacts, push buttons, key switches and locks and lamps and sockets of button stations (car and hall), hall lanterns, position indicators (car and hall), direction indicators.
- The Contractor shall keep the guide rails free of rust where roller guides are used and properly lubricated when sliding guides are used. Renew guide shoe rollers and jibs as required to insure smooth and satisfactory operation.
- The Contractor shall also examine and make necessary adjustment or repair to the following accessory equipment including revamping of signal equipment: hall lanterns car and corridor position indicators, car stations, traffic direction station, electric door operators, intercom system, interlocks, door hangers, safety edges, LED.
- All replacement parts shall be new and specifically designed for the elevator on which they are to be used.
- The Contractor shall furnish and use lubricants as recommended by the manufacturer of the equipment or approved equal.
- The Contractor shall be responsible for keeping the exterior of the elevator, machinery and other parts of the equipment subject to rust, painted with heat resistant enamel and presentable at all times. The motor windings shall be treated as needed with proper insulating compound as recommended by the motor manufacturer. Cleaning and re-finishing of the interior of the cars and exterior of hoist way door frames are excluded from this contract.
- The Contractor shall maintain all elevator equipment in hoistways, pits, machine rooms, and assigned elevator. Contractor work space in a clean, orderly

condition, free of dirt, dust and debris; pits and machine spaces shall be kept dry and clean.

ESCALATORS:

- The Contractor shall regularly and systematically examine, adjust, lubricate, clean internal truss structures (as required), maintain all accessory equipment, and if conditions warrant, repair or replace the following escalator components: escalator power unit, controller parts, electrical switches, wiring, bearing, governors and brakes, step and chain wheels, chains and sprockets, steps and step treads, comb plates, safety device handrails.

CHAIRLIFTS AND PLATFORM LIFTS:

- The Contractor shall perform regular inspections to address the following: ride access by passengers, maintenance and operational staff; safety during the ride; fundamental mechanical and electrical safety; fire safety; noise.
- The Contractor shall perform the following inspection activities: commissioning inspection including load test runs; formal pre-season inspection; daily and periodic maintenance inspections; annual inspection; periodic major inspection of critical components; designer and manufacturer stipulated inspections; ancillary equipment inspections.
- The Contractor shall inspect the platform and control panel, lock bolts for tightness, the foot switch for proper operation, switches which should be in neutral, signs and labels and instructions for legibility, safety latches, toe boards, railings and guards to ensure they are in good condition and working properly.
- The Contractor shall inspect, and when conditions warrant, replace the following for the boom or lift:
 - a. the jib and main boom assembly or scissors lift to ensure pins and pivot points are in good condition, properly attached and locked, and show no signs of bending, pinching or wearing
 - b. lubrication points for signs of lubrication; dry or dirty lube fittings might mean the lube points have not been used
 - c. the control valves for leaks, loose hoses, frayed wires or damaged insulation, making sure support brackets are in place and tight.
- The Contractor shall inspect, and when conditions warrant, replace the following for the frame:
 - a. the four-wheel assemblies for tire condition and proper inflation
 - b. the drive hub and brakes for signs of brake fluid leakage, caked dirt, lack of lubrication and missing or loose lug nuts, and any fluids used or removed by Contractor will be disposed or removed properly by Contractor.

- c. the steering cylinders, tie rods and steering linkage for wear and proper fluid levels and lubrication.
- The Contractor shall inspect, and when conditions warrant, replace the following for the turntable:
 - a. drive-train components — pump, drive motor, brake and control valve, connecting hydraulic hose, and fittings — for signs of hydraulic-fluid leaks visible at connections
 - b. pumps or control valves for low pressure under loads caused by wear
 - c. pressure plates for cracks due to overloading; signs of cracks should trigger a more detailed inspection of all lift components for signs of strain, such as leaks, bent or scored mechanical linkages or cable fatigue.
 - d. turntable drive and support bolts
 - e. turntable bearing and gear mechanism for proper lubrication and smooth rotation; hesitation might indicate bearing wear or damage.
- The Contractor shall inspect, and when conditions warrant, replace the following electrical components:
 - a. engine filter
 - b. battery-fluid level
 - c. oil level
 - d. muffler and exhaust system for leaks or loose brackets
 - e. hydraulic pump, medium-pressure filter housing and swivel for leakage or damage
 - f. horizontal cutoff limit switch to make sure it is free of dirt and the arm is straight, clean, and free to move, if applicable
 - g. hoses and wires to look for leaks, wear or damage
 - h. doors and latches for lubrication and proper operation.
- The Contractor shall inspect, and when conditions warrant, replace the following accessories:
 - a. manual descent for wear or damage indicated by leakage, dents or scoring of the cylinder
 - b. return filters for obstructions or leaks
 - c. LP gas tank, if appropriate, to ensure it is well anchored and all clamps and bolts are tight

- d. hydraulic fluid level in the reservoir by removing the cap, checking the oil level and replacing the cap
- e. magnetic plug, if appropriate, to check for iron filings indicating metal scoring is occurring in the system; checks should be done when the system is shut down, lowered for storage, and the oil is cold.
- f. ground-control switches to ensure all operational labels and warning signs are legible.

GENERAL

- The Contractor shall not be responsible (unless directed by UC in which costs shall be incurred by the User Agency) for upgrading the equipment to meet changes in code requirements as may be recommended and/or directed by insurance companies, Federal, State, Municipal or other Governmental authorities. Should a full replacement of an elevator, escalator, chair lift and/or platform lift be required, Purchasing may facilitate a RFP process. The successful Proposer may be responsible for the maintenance of the elevator, escalator, chair lift and/or platform lift and its associated equipment and parts in accordance with the manufacturer's warranty (typically one (1) year). At the conclusion of the warranty period, in accordance to the contents of this RFP, the full service maintenance contractor shall resume all maintenance activities associated with the maintaining the replaced elevator, escalator, chair lift and/or platform lift.
- The Contractor shall be responsible for giving immediate notice to the designated Agency Representative of any condition, which he discovers, that may present a hazard to either the equipment or passengers.
- The Contractor shall not be required by this agreement, except as herein noted, to make renewals or repairs necessitated by proven negligence or misuse of the equipment by persons other than the Contractor, his representatives and employees, or by reason of any other proven cause except for normal wear and tear, beyond the control of the Contractor.

Examples of these are the following:

Refinishing, repairing or replacing car enclosures, hoistway, enclosure, hoistway door panels, frames, and sills, and all power supply panels and feeders. Cost of repairs, replacements or removal necessitated by any cause, other than ordinary wear, which is occasioned by negligence shall be determined by General Services and the Agency Representative.

Any repairs that are not the Contractor's responsibility will be paid at the labor rates on the Proposal Form. All material required for the above mentioned repairs will be paid on either a time and material or not-to exceed basis as defined in the Offeror's proposal. The Contractor will be paid only for repairs actually required.

F. Equipment, Wiring and Circuit Changes

The Contractor shall not make any changes or alterations to the existing mechanical equipment, circuit wiring or sequencing, nor alter the original circuit or wiring design of the elevator, escalator, chairlift and platform lifts unless changes are authorized, in writing, by the agency designated representative for approval. This submission shall include neatly prepared drawings and wiring diagrams as well as a complete description of the proposed change. Prior to submitting the proposed change to the agency, the Contractor shall, at its own cost and expense, have obtained comments from the original equipment manufacturer concerning the overall effect of such changes on the system. If changes are made, Contractor shall provide as-built drawings of modifications.

G. Maintenance Service

Maintenance under this contract shall provide a constant, high quality service to properly protect all elevator, escalator, chairlift and platform lift, escalator, chairlift and platform lift equipment from deterioration and to provide constant peak performance of all elevator, escalator, chairlift and platform lifts, escalators, chairlifts and platform lifts, resulting in a minimum of down time for any portion of the system.

Not more than one elevator, escalator, chairlift and platform lift per facility shall be out of service at one time for regular maintenance lubrication and servicing. The time of day that each elevator, escalator, chairlift and platform lift can be shut down for routine maintenance shall be scheduled with the designated Agency Representative to minimize the disruption caused by the elevator, escalator, chairlift and platform lifts being out of service. If for any reason an elevator, escalator, chairlift and platform lift should be out of service for more than two (2) hours, the Contractor shall notify the Agency Representative when the elevator, escalator, chairlift and platform lift was taken out of service, the reason why and what time the elevator, escalator, chairlift and platform lift is expected to be put back in service for proper and safe operation. The following schedule will be considered maximum shut down times allowed (times below can be modified by individual UC or Participating Entity):

1. Major Repairs (include but not necessarily limited to the following);

- Cable-hoist, governor, compensating and tail ropes. Completion of the work should be within four (4) working days after replacement cables are received.
- Brake Coils and motor field coils – five (5) working days.
- Rewind motor or MG ser armature – eight (8) working days.
- Turn down and undercut machine commutator – three (3) working days.
- Governor repair – two (2) working days.
- Replace motor bearings- four (4) working days.

2. Minor Repairs (include but not necessarily limited to the following): Completion within twenty-four (24) hours

- Replace relay coils.
- Replace relays.
- Replays door interlocks.

- Replace door jibs.
- Door operator repairs.
- Repair selector drive tape.

**3. Minor Repairs (include but not necessarily limited to the following):
Completion within two (2) working days**

- Replace door operator motor.
- Replace selector drives motor.
- Replace brake linings.
- When an elevator, escalator, chairlift and platform lift is shut down, a laminated sign shall be placed at each opening (where applicable) stating: "This elevator, escalator, chairlift and platform lift is being serviced. Please use Elevator, escalator, chairlift and platform lift No. ____". A record shall be maintained by the Contractor of non-emergency maintenance items in need of correction which come to his attention, and he shall provide this list to the designated Agency Representative for necessary corrective action during the Contractor's routine visits.

H. Maintenance Service Records

The Contractor shall provide and keep current suitable electronic check charts for each elevator, escalator, chairlift and platform lift. Upon completion of maintenance, the Contractor is to furnish an electronic report including check charts and log of arrival and departure times of the Contractor's employees according the standard as set forth. The electronic log shall contain column lines for date entry and column lines for description/extent of work performed.

The Contractor shall maintain an electronic log of all call back records. On a semi-annual basis, the Contractor shall submit an electronic copy to the user agency in the form of a line graph that show the trend in callbacks.

I. Maintenance Responsibility

The Contractor shall keep the elevator, escalator, chairlift and platform lift maintained to operate at the original contract speed, keeping the original performance time, including acceleration and retardation as designed and installed by the manufacturer. The door operation shall be adjusted as required to maintain optimum door opening and door closing times, within legal limits.

General Services and the User Agency Representative reserves the right to make inspections and tests when deemed advisable. If it is found that the elevator, escalator, chairlift and platform lifts and associated equipment are deficient either electrically or mechanically, the Contractor will be notified of these deficiencies in writing, and, if no life threatening situation exists, it shall be his responsibility to make the necessary corrections within thirty (30) days after his receipt of such notice. In the event of a life-threatening situation, the Contractor must make the necessary repairs immediately. In the event that the deficiencies have not been corrected within thirty (30) days, or immediately as the case may be, the user Agency may terminate and employ a contractor to make the corrections at the original Offeror's expense.

During any contract year a company designated by the User Agency or his representative will perform maintenance and safety inspections. The maintenance contractor shall accompany this inspector for both inspections of all elevator, escalator, chairlift and platform lifts covered under this contract. At the conclusion of this inspection, the user Agency Representative shall give the contractor written notice via an electronic document of any deficiencies found. The Contractor shall be responsible for the correction of these deficiencies in accordance with the above paragraph.

J. Work Hours

The maintenance work to be performed under these specifications shall be performed during the normal working hours of **6:00am to 6:00pm, Monday through Friday**, UC or participant holidays excepted. Offeror shall submit with its response, and update annually, together with supporting documentation, a statement of the hourly rates paid to its technicians/mechanics for “normal hours” work, which term shall mean the hours stated. The Contractor shall also state what constitutes “time and one-half” as opposed to double time.

The Contractor shall provide emergency call back service for all elevator, escalator, chairlift and platform lifts under which the Contractor agrees to have an electronic workman report to the site of the emergency within time proposed in ***Price Sheet – Hourly Rates by Campus Location*** for such service by telephone or otherwise from the Agency Representative. This emergency callback service shall be limited to minor adjustments or repairs to provide uninterrupted elevator, escalator, chairlift and platform lift services. Emergency callback service shall be performed as part of this Contract without additional charge, during normal hours. The Contractor shall provide names and telephone numbers of the persons to be contacted.

Should a callback occur during other than normal working hours necessitating the payment by this Contractor of premium or overtime wages, this Contractor shall be responsible for the basic hourly rate paid, but the agency will, upon receipt of properly documented bills, pay the actual amount of the premium portion of the wage.

K. Reporting Requirements

The Contractor shall maintain a complete electronic record (by elevator, escalator, chairlift and platform lift) of all emergency callback, replacement, and repair work performed. This information shall be consolidated by the Contractor into an electronic monthly report to the Agency Representative. This monthly report shall indicate the elevator, escalator, chairlift and platform lift number, date work was performed, type of work (callback, replacement or repair), brief description of the work performed, man-hours expended and materials used.

L. Spare Parts

In addition to the minor spare parts specified, the Contractor shall have available at all times, for immediate delivery and installation, sufficient supply of the following emergency spare parts for the repair of each elevator, escalator, chairlift and platform lift system concerned. The inventory shall include, but not necessarily be limited to the following:

- Lamps, minimum two each type.

- Door operator motors and gear reduction units, for both sides slide and vertical bi-parting doors.
- Transformers and rectifiers for each type and size used.
- Relays and switches, minimum one of each type.
- Controller and selector motor (when used), leveling switches, magnets and inductors.
- Selector tapes and selector motor (when used), leveling switches, magnets and inductors.
- Door interlocks.
- Car door safety edges complete each type.
- Car door photoelectric safety device.
- Car door electric door detectors complete to include preamplifiers and power pack.
- Hang rollers for both car and hall doors.
- Limit switches and terminal stopping switches.
- Roller guides for car.
- Electronic tubes for each type and size used.
- Flexible guide shoe jibs.
- Torque wrenches and other small tools.

The Contractor shall provide at the building a spare parts metal storage cabinet and metal containers for storage of waste and other flammable materials.

M. Overtime

During the term of the Contract the Agency Representative may authorize the Contractor to use overtime in order to expedite major repairs. This authorization will be granted in those instances where the agency has made a determination that such action is in the overall best interest of the UC. When this authority is granted, the Contractor shall pay employees their usual overtime-hour rate, and UC will issue payment based on the difference between the normal work hours hourly rate and the overtime-hourly rate.

N. Safety and Inspection

All service and repair work shall be performed in compliance with the American Society of Mechanical Engineers Code ASME A17.1-1193, or most current version, and shall be subject to safety inspection by the Agency Representative. Periodic inspection of the elevator, escalator, chairlift and platform lifts as required by the ASME A17.1 Code should provide personnel who are familiar with the equipment to perform the test. The Contractor shall periodically examine and test all safety devices. He shall make formal safety tests and inspections as required and outlined in the ASME A17.1 Code. The tests shall be conducted in the presence of the elevator, escalator, chairlift and platform lift inspector designated by the State of California. Tests shall be performed at intervals specified in the ASME Code. It will be the responsibility of the Contractor to

determine when these tests are due. After completion of the required safety tests, the Contractor must submit electronically a document to the Agency Representative indicating at least the following information. The document may be the Contractor's standard form or the ASME Standard Form:

- Type of test.
- Name of organization performing the test.
- Address of the facility being tested.
- Elevator, escalator, chairlift and platform lift identification number.
- Capacity.
- Speed.
- Type of Elevator, escalator, chairlift and platform lift.
- Type of Machine.
- Indication that governor has been checked for proper tripping speed and that the over speed switch is functional.
- Type, size and condition of governor type before and after test.
- Load at which safety was tested.
- Speed at which governor tripped.
- Length of marks on each guide rail made by safety laws.
- Number of turns remaining on drum.
- Did car or counterweight set level?
- Did governor set satisfactorily?
- Was governor calibrated? At what speed?
- Was safety test satisfactory?
- At what speed and load were buffers tested?
- Was oil level satisfactory after test?
- Indicate plunger compression return time.
- Indicate date test was made.
- Signature of individual performing tests.
- Any additional remarks that are applicable.
- Name of the State of California and/or UC representative witnessing the test.

After tests have been performed, all safety devices shall be checked and adjusted as required to meet manufacturer's recommendations. Elevators, escalators, chairlifts and platform lifts shall not be placed in service until all tests, checks and adjustments are complete and elevator, escalator, chairlift and platform lifts are in proper working condition. The Contractor shall not be held responsible for any damage to the building and equipment caused by the test, unless such damage is a result of negligence. Failure to follow correct procedures to prevent damage and

failure to perform pretest examinations shall be considered negligence by the Contractor.

O. Firemen's Recall Service

The following ASME Code A17.2-93 Rule 1260.7 tests must be made monthly:

Phase 1 – EMERGENCY RECALL OPERATION:

Initiated by inserting key in key switch lobby or designated level. Turn key to "ON" position. Wait for all elevators to return to that floor and their doors to full open. If test is for Phase I only, turn key to "OFF" position and remove.

Phase 2 – EMERGENCY IN CAR OPERATION:

Remove key from designated level key switch while still in the "ON" position. Insert key into key switch of the first elevator. Turn to "ON" position. Push next floors car button. Push "Door Open" button and hold until doors are fully opened. To return to designated level, push corresponding button number. Push "Door Close" button and hold until doors are fully closed. Return key to the "OFF" position, remove key, and repeat for next elevator.

CLEAR: to clear firemans' recall test, insert key into designated level key switch. Turn to "OFF" position and remove key.

P. Drawing and Wiring Diagrams

The Contractor shall be solely responsible to determine which technical materials are required and to inform the agency thereof. The agency shall make available to the Contractor any and all such technical materials already at its disposal and all Offerors may examine it at any reasonable time before RFP opening upon making arrangements with the agency. Such examination by Offerors shall take place at the job site only. It is the Offeror's sole responsibility to determine the accuracy and completeness of any and all such technical materials made available for such examination by the agency since the agency does not warrant and accepts no responsibility for the accuracy and completeness of any and all such technical materials or their lack thereof. The Contractor shall be required to advise the agency of the need for any such materials and the Contractor shall be required to procure any such needed materials which are not otherwise available at its sole cost and expense. At the expiration of the contract, covering each and all related equipment covered by such contract, all such technical materials shall faithfully represent the then current "as modified" condition of all UC's equipment which is covered by such contractor.

Any and all drawings and wiring diagrams furnished to the Contractor by UC or a non-UC agency or drawings and wiring diagrams prepared by the Contractor for work under the Contract shall be considered the property of UC and shall be accessible to the Agency Representative at all times, and be turned over to them when requested. The user agency reserves the right to withhold payment if these drawings and wiring diagrams are not released to them upon demand.

Q. Items of Preventative Maintenance Work

The preventative maintenance specified herein is considered the minimum, but can be modified in writing by each UC Campus Location or Participating Entity, for all equipment. If specific equipment covered by this Contract requires additional

preventative maintenance for safe, reliable operation, as specified by the manufacturer, the Contractor shall perform the required additional preventative maintenance without added cost to UC or participating agency.

Weekly

- Perform general inspection of machinery, sheaves, worm and gear motor, brake, selector of floor controllers (when used). Lubricate as required.
- Empty drip pans, discard oil in an approved manner and check reservoir oil level.
- Observe brake operation and adjust or repair if required.
- Inspect and lubricate machinery, contacts, linkage and gearing.
- Clean and inspect brushes and commutator, perform needed repairs.
- Clean and inspect controllers, selectors, relays, connectors, contacts, etc.
- Ride car and observe operation of doors, leveling, re-opening devices, push buttons, lights, etc.
- If rails are lubricated, check conditions and lubrication Service lubricators.
- Replace all burned out lamps in elevator, escalator, chairlift and platform lift cars, machine room, pit, hall lanterns, etc.
- Remove litter, dust, oil, etc. from all machine room equipment.
- Clean trash from pit and empty drip pans.
- Check condition of car switchhandle, replace emergency release glass if required.
- Check governor and tape tension sheave lubrication.

Replacements for burned out lamps in all lanterns, push buttons, car and corridor position indicators, director stations, "this car up" signs and other signal fixtures shall be supplied and installed by the Contractor. Replacement for burned out lamps in elevator cars, machine rooms and pits shall be supplied by the facility and installed by the Contractor.

Monthly

- Observe operation of elevator, escalator, chairlift and platform lift throughout its full range of all floors it serves to test controls, safety devices, leveling, relieving and other devices.
- Check door operation, clean, lubricate and adjust brakes, check linkages, gears, wiring motors, check keys, set screw, contacts, chains, cams and door closer.
- Check selector. Clean, adjust and lubricate brushes, dashpots, traveling cables, chain, pawl magnets, wiring, contracts, relays, tape drive and broken tape switch.
- Check car. Clean, adjust and lubricate car door and gate tracks, pivots, hangers, car grill, side and top exits.

- Inspect interior of cab. Test telephone or intercommunication system, normal and emergency lights, fan, emergency call system or alarm, car station. Make needed repairs.
- Visually inspect controller, contacts and relays. Check adjustment and replace contacts as required.
- Observe operation of signal dispatching system. Inspect compensating hitches, buffers, rope clamps, slack cable switch, couplings, keyways and pulleys. Check load weighting device and dispatching time settings. Clean, adjust and lubricate as necessary.
- Check oil level in car and counterweight oil buffers and add oil as required.
- Check brushes and commutators. Inspect commutators for finish, grooving, eccentricity and mica level. If required, clean, turn or refinish commutator to provide proper commutation. Inspect brushes for tension seating and wear, replace or adjust as required.
- Check and adjust:
 1. Car ventilation system.
 2. Car position indicators.
 3. Direction stations.
 4. Hall and car buttons.
 5. Hall lanterns.
 6. This car up signs.
- For escalators, regularly and systematically examine, adjust, lubricate, clean internal truss structures (as required), maintain all accessory equipment, and if conditions warrant, repair or replace the following escalator components: escalator power unit, controller parts, electrical switches, wiring, bearing, governors and brakes, step and chain wheels, chains and sprockets, steps and step treads, comb plates, safety device handrails.
- For chairlifts and platform lifts, perform regular inspections to address the following: ride access by passengers, maintenance and operational staff, safety during the ride, fundamental mechanical and electrical safety, fire safety and noise.
- For chairlifts and platform lifts, perform the following inspection activities: commissioning inspection including load test runs, formal pre-season inspection, daily and periodic maintenance inspections, annual inspection, periodic major inspection of critical components, designer and manufacturer stipulated inspections, and ancillary equipment inspections.

For chairlifts and platform lifts, inspect the platform and control panel, lock bolts for tightness, the foot switch for proper operation, switches which should be in neutral, signs and labels and instructions for legibility, safety latches, toe boards, railings and guards to ensure they are in good condition and working properly.

Quarterly

- Check leveling operation. Clean and adjust leveling switches, hoist way vanes, magnets, and inductors. Repair and/or adjust for proper leveling.
- Check hoistway doors. Clean, lubricate car door or gate tracks, hangers and up thrust eccentrics, linkages jibs and interlocks.
- Clean, adjust and lubricate car door or gate tracks, pivots, hangers.
- On hoistway doors, clean, lubricate and adjust tracks, hangers and eccentrics, linkages jibs and interlocks.
- Inspect all fastening and ropes for wear and lubrication. Clean both governors and hoist ropes and lubricate hoist ropes and lubricate hoist ropes if needed. Inspect all rope hitches and shackles and equalize rope tension.
- Inspect hoist reduction gear brake and brake drum, drive sheave and motor, and any bearing wear.
- In the car, test alarm bell system. Clean light fixtures, inspect, clean and adjust retiring cam devices, chain, dashpots, commentators, brushes, cam pivots, fastenings. Test emergency switch (ground case, if necessary). Inspect safety parts, pivots, setscrew, switches, etc. Check adjustments of car and counterweight jibs, shoe or roller guides, lubricate and adjust if necessary.
- In the pit, lubricate compensating sheave and inspect hitches. Inspect governor and tape tension sheave fastenings. Empty clean oil drip pans.
- Clean all parts of safeties and lubricate moving parts to assure their proper operation. Check and adjust clearance between safety jaws and guide rails. Visually inspect all safety parts.
- Clean and examine governor rope, replacing, if needed. (Do not lubricate governor rope).

Semi-Annually

- Check controller. Clean with blower, check alignment of switches, relays, timers, contracts, hinge pins, etc. adjust and lubricate. Check all resistance tubes and grids. Check oil in overload relays, settings and operation of overloads. Clean and inspect fuses and holders and all controller connections.
- In hoist way examine guide rails, cams, sheaves, sills, bottom of platform, car tops, counterweights and hoistway walls.
- Inspect sheaves to ensure they are tight on shafts. Sound spokes and rim with hammer for cracks.
- Examine all hoist ropes for wear, lubrication, length and tension. Replace, lubricate and adjust as required to meet code requirements.
- On tape drives, check hitches and broken tape switch.
- Check car stile channels for bends or cracks; also car frame, cams, supports and car steadying plates.
- Lubricate moving parts or vertical rising or collapsible car gates. Check pivot points, sheaves, guides and track wear.
- Lubricate guide shoe stems.

- Check governor and tape tension sheave fastenings.
- For bi-parting doors, clean chains, tracks and sheaves, lubricate as required. Check door contacts.
- Check fastening and operation of door checks, interlocks clean and lubricate pivot points as required.

Annually

- Thoroughly clean car and counterweight guide rails using nonflammable or high flash point solvent to remove lint dust and excess lubricant. Vacuum down elevator shaft way.
- Remove, clean lubricate brake cores on brakes, clean linings, if necessary and inspect for wear. Correct excess wear and adjust.
- Drain, flush and refill reservoirs on each hoisting motor and motor generator.
- Check and reset, if necessary, all brushes for neutral settings, proper quartering and spacing on commentators.
- Group supervisors controls systems installed shall be checked out. The systems, dispatching scheduling and emergency servicing shall be tested and adjusted in accordance with manufacturer's literature. The Contractor shall provide to the satisfaction of the Agency Representative that the system functions properly. All work shall be performed during other than normal working hours with no inconvenience to building occupants. A full report covering adjustment time intervals, dispatch times on various programs, door standing time and door opening and closing speeds shall be furnished to the agency.

R. Scope of Services

To obtain qualified contractor(s) to perform elevator, escalator, chairlift and platform lift maintenance for UC facilities and participating agencies. The services will be primarily for, but not necessarily limited to, UC campus locations and any participating entities. Upon approval of the awarded elevator, escalator, chairlift and platform lift maintenance contract(s); other additional UC agencies may utilize services. References to University of California "UC" and its participating agencies as users under this proposal and specification and ensuing contract(s) encompasses and includes other users such as these entities.

The intent of this solicitation is to request proposals from contractors, qualify them and select those firm(s) with which to contract based on the evaluation criteria listed in this RFP. A maximum hourly rate and per unit rate(s) for each type of vertical transportation equipment will be established for the performance of the elevator, escalator, chairlift and platform lift in various facilities within UC. A list of all elevator equipment is attached on **Attachment A – Elevator Equipment List**.

The scope of this solicitation and resulting contract is to assist UC in establishing the maintenance needs of the equipment specified and assist in planning and scheduling maintenance work necessary to maintain fully operational systems. Also included is the corrective maintenance work of clean up and adjustments that are required on the equipment.

Emergency repair rates must be included in this proposal. Additionally, material and equipment must be identified with the percent markup on materials to be charged to

UC for such repairs. If emergency repairs or significant repairs are needed, UC alone has the option to accomplish such repairs under this contract. This work will either be performed on a time and materials or not-to-exceed bases at the proposal rates indicated herein.

S. Background

In the UC system we over 2100+ conveyances, increasing annually, with over 20 elevator service contracts. Each UC Campus has been responsible for its own elevator, escalator, chairlift and platform lift maintenance. Many UC locations either perform the day-to-day maintenance of their elevator, escalator, chairlift and platform lift systems or are utilizing local contracts for this often-complex maintenance process (along with repairs, if necessary). This contract shall serve the purpose of pre-qualifying contractors and also providing a preferred UC system-wide and national solution.

T. Inquiries

All inquiries concerning information herein shall be addressed in the CalUsource system. All inquiries will be posted and answered within the system for viewing purposes.

- CalUsource Public RFP Site: <https://smart.gep.com/publicRFx/ucal?oloc=215#/>
- CalUsource Online Supplier Resources: <http://calusource.net/for-suppliers/>

Proposals shall be approved by an owner, partner or corporate official who has been authorized to make such commitments. All prices shall be held firm for a period of one hundred fifty (150) days after the RFP closing date.

U. Contractor Web Conference (NON-MANDATORY)

Contractor Web Conference will be held to provide an opportunity for an overview of UC solicitation and requirements. In addition, we will be discussing the CalUsource platform being used for solicitation and functionality.

Participation is **NON-MANDATORY** via Zoom WEB Conference Call

Date: May 03, 2019

Time: 2:00PM PST

Web Conference Meeting Link: <https://UCOP.zoom.us/j/887466257>

Dial In option US: +1 669 900 6833 Meeting ID: 887 466 257

Link and number are available during time of Contractor Conference. If an Offeror is unable to attend the pre-proposal conference, recording of presentation will be attached to CalUsource system upon completion. Using link provided above allows the ability to listen and view presentation document. Dial In option is only audio.

V. Campus Walkthrough Schedule (NON-MANDATORY)

Selected locations of the University of California have provided an opportunity for Vendors to conduct a walkthrough of conveyances on site. All details can be found on **Attachment C – Campus Walkthrough Schedule**.

- Contractor Representatives:

- o At Maximum two (2) representatives per company to participate in walkthrough.
- Travel:
 - o Contractor will be responsible for any travel charges to attend UC campus walkthrough.
- Parking Pass:
 - o Sole responsibility of Contractor to obtain a parking pass at campus participating in the walkthrough.
 - o Please make sure to arrive early to purchase parking pass and also find parking.
- Conveyance Selection:
 - o A pre-selection of conveyances for walkthrough will be selected by each UC location.
 - o Depending on time available, interest of group, and proximity, other conveyances may be requested to view as referenced in **Attachment A – Elevator Equipment List.**
- Recommendations:
 - o Wear comfortable walking shoes.
 - o Contractors **shall not** reach out to locations in which are not listed on Attachment C – Campus Walkthrough Schedule.

W. Minimum (general) criteria to be determined “Responsive”

- Does the proposal submitted conform in all material respects to the solicitation?
- Specific examples include but not limited to: Was sufficient documentation provided with the proposal to demonstrate that Good Faith Efforts were made? Where questioned answered thorough?

X. Minimum (general) criteria to be determined “Responsible”

- Does the Offeror demonstrate an understanding of UC’s needs and proposed approach to the project?
- Does the Offeror possess the ability, capacity, skill, and financial resources to provide the service?
- Can the respondent take upon itself the responsibilities set forth in the RFP (and resultant contract) and produce the required outcomes timely?
- Does the Offeror have the character, integrity, reputation, judgment, experience, and efficiency required by the contract?
- Has the Offeror performed satisfactorily in previous contracts of similar size and scope; or, if the prime contractor has not performed a contract of similar size and scope, has it (and/or its team members) otherwise demonstrated its capability to perform the contract UC seeks to establish through this RFP?
- Does the Offeror propose to perform the work at a fair and reasonable cost?

Y. Projected Timetable

The following projected timetable should be used as a working guide for planning purposes. UC reserves the right to adjust this timetable as required during the course of the RFP process.

Event

Date

RFP Issued	04/24/2019
Vendor Campus Walkthrough <i>Week 1 (Northern California)</i>	04/29/2019
Vendor Campus Walkthrough <i>Week 2 (Southern California)</i>	05/06/2019
Deadline for submittal of questions	05/27/2019
Contractor Web Conference	05/03/2019
Proposals Due	06/03/2019
Evaluation of Criteria Begins	ASAP
Complete Evaluation of Proposals (Short List)	ASAP
Complete Contract Negotiations/Execute Contract	ASAP

Z. Employee Background Check

A background check is required for all employees providing any services to University of California. Any occurrence found during background check is to be provided to UC or participating agency for review prior to work commencement.

AA. Functional Requirements

Examination Of Existing Building And Contract Documents

1. Each Contractor is under an affirmative duty to inform itself by personal examination of the specifications and location of the proposed work (at the time of the project definition) and by such other means as it may select, of the character, quality, and extent of the work to be performed and the conditions under which the contract is to be executed.
2. Each Contractor shall examine specifications and all other data or instruction pertaining to the work. No plea of ignorance or conditions that may be encountered or of any other matter concerning the work to be performed in the execution of the work will be accepted by UC as an excuse for any failure or omission on the part of the Contractor to fulfill every detail of all requirements of the documents governing the work. Contractor, if awarded the contract, will not be allowed any extra compensation by reason of any matter or thing concerning which such the Contractor having fully informed itself prior to responding to the RFP.
3. Any amendment issued during the time of the RFP shall be included in response and in closing a contract, will become a part thereof.
4. Any verbal information obtained from or statements made by a UC representative at the time of the site visit(s) or transmission of un-official documents shall not be construed as in any way amending Contract Documents. Only such corrections or addenda as are issued electronically to all contractors shall become part of the contract. UC will not be responsible for verbal instructions.

BB. Elevator List of Equipment

The equipment will be listed which will consist of the major components and parts of equipment to be serviced at the facility. The Contractor shall be responsible for any other components not specifically listed that are supplemental to and a part of the operation of the overall system for the facility. Prospective Contractors must personally verify all quantities of equipment listed at the time of RFP.

Please refer to **Attachment A – Elevator Equipment List** for full details of conveyances in the UC system.

Specific UC Campus locations have provided dates and times for a campus walkthrough.

CC. GENERAL REQUIREMENTS

- a. The intent of these specifications, unless otherwise noted is to cover elevator, escalator, chairlift and platform lift maintenance service complete in every respect. Details of service not explicitly stated in these specifications but necessarily attendant thereto, is deemed understood by the Offeror and included herein. The Contractor shall furnish all material and equipment usually furnished with such services, in accordance with the industry standard.
- b. It is mutually agreed and acknowledged that the Contractor has included costs to remedy all deficient items in his proposal and he will be responsible for the satisfactory functioning of the equipment without extra compensation. The Contractor may include in their response a detailed explanation of work intended to be performed under this clause.
- c. UC or Participating entity will have the ability to conduct an audit, at maximum, once (1) per year.
 1. If any occurrences found, Contractor is solely responsible to make UC or Participating Entity whole and also pay for Audit fees, and any other fees associated to final check for corrections made.
 2. If no occurrences found, the UC or Participating entity will be responsible for Audit fees.
- d. All material and equipment furnished shall be new and in excellent working condition.
- e. Hard copy field, service or monthly reports will not be accepted by UC. The term "electronic" stated herein shall be defined as a USB, web-based program or hosting or e-mail. It is strongly advised that the Contractor establish an electronic/web-based maintenance record file and reporting system for all contracted facilities. An example of a viable electronic report system is the following:

In lieu of "hard copy" field/service tickets, establish local monitoring units installed near the equipment to be maintained. Each local unit includes identification credential verification of the technician responsible for maintaining the associated equipment; time stamping of the start and end of each operation performed by the technician; data input of the description of the work performed during the technician's operation, and storage.

In lieu of "hard copy" monthly reports, establish an electronic maintenance report file, which allows data input of the description of each operation performed on the associated equipment in relation with the identification information of the technician that performed the operation and the time stamp information of the start and end of the operation. The data should be accessible by UC via the Contractor's designated host website.

An electronic notification of reports being available to the user agency, should be furnished within ten (10) working days after each month's service. In addition to the data state above, the electronic reports will include a precise description of services provided, number of staff involved and number of contract hours spent. This report must be furnished or posted on the Contractor's host webpage on or before the invoice for payment is submitted to the User Agency. Payment will not be approved without the reports.

- f. Electronic field/service tickets must include the following: time/date stamp; identification of technician providing service; equipment/unit receiving service; description of service performed; repair, resolve or recommendation. This electronic field/service ticket must be made available to the User Agency within twenty-four (24) hours of the service being performed. Failure to provide this electronic field/service ticket, whether intentional or not, shall be understood to mean that service was not performed.
- g. Monthly service tickets are to be included in the electronic report
- h. The Contractor shall be completely responsible for their work, including any damages or breakdowns caused by their failure to take appropriate action.
- i. The Contractor agrees that the resulting contract may not be assigned, transferred, conveyed, or the work subcontracted.
- j. No drug use of any type, or alcoholic beverages by the Contractor or its personnel shall be permitted on the premises.
- k. Food, beverages and snacks will not be permitted on the premises. All field personnel will be expected to maintain equipment rooms, machine rooms and elevator shafts and hoistways free of trash and debris.
- l. Contractor's technicians/mechanics must undergo a background check. Contractor is to provide details of the background check conducted.
- m. INSPECTION – The quality of service shall be subject to inspection by UC at any time. Should it be found that the quality of services being performed is not satisfactory, and the requirements of the specifications are not being met, General Services acting on behalf of the user agency or on its own behalf, may terminate the contract, and employ another Contractor to fulfill the requirements of the contract. The existing Contractor shall be liable to UC for costs incurred on account thereof.
- n. STOP WORK ORDER – General Services reserves the right to stop the work covered by this proposal and the contract at any time, if it is deemed the successful Contractor is unable or incapable of performing the work to the satisfaction of General Services or the user agency. In the event of such cease to work, General Services shall have the right to arrange for the completion of the work in such manner as it may deem advisable and if the cost thereof exceeds the amount of the proposal, the successful Contractor shall be liable to UC for any such cost on account thereof.

- o. The user Agency Representative reserves the right to reject and bar from the facility any employee hired by the Contractor.

LABOR AND MATERIAL – Hourly rates should be considered from the time the mechanic/technician leaves his place of business until the time he returns.

DD. Contractor Personnel Requirements

1. Experience Requirements

- i. Each Offeror shall have been actively and normally engaged, for at least the past ten (10) years in the maintenance, service, repair and replacement of materials and equipment in elevator, escalator, chairlift and platform lifts of a similar manufacturer and control system as those covered by this contract.
- ii. The following experience is required for group supervisory control systems as included in this RFP.
 - 1. The Offeror shall have at least ten (10) years' experience with group supervisory control systems noted under each category; and must provide with its proposal a detailed statement of such experience. This should include the company of building(s) serviced, representative responsible for supervising the contract for such company or building.
 - 2. The Offeror shall have total responsibility for not less than ten (10) elevator, escalator, chairlift and platform lifts of the type proposed on, and has been maintaining them for a period of not less than five (5) years. Each Offeror shall list specific reference contract, showing company or agency, company representative in which such elevator, escalator, chairlift and platform lifts are being maintained.
 - 3. The Offeror shall show that he has available, under his direct employment and supervision, the necessary organization to properly fulfill all the services and conditions required under this RFP. Subcontractors and/or vendors of the awarded will not be permitted.
- iii. Demonstrate that company personnel have maintained an organization, in continuous operation for at least the past ten (10) years that is capable of performing the work hereinafter described. This should include the following:
 - 1. That the Offeror shall use only skilled, competent, trained elevator, escalator, chairlift and platform lift personnel having a minimum experience of five (5) years in maintaining elevator, escalator, chairlift and platform lift systems similar to those in this RFP.

2. Each Offeror shall list the names of the employees that, if awarded, will be responsible for this contract, their function in the company, their title and number of years of service with the Offeror's firm. Offeror must also assign the following dedicated staff: Project Manager, Field Supervisor, Account Representative, Office Administrator.

2. Contractor Responsibilities - Service Facility Requirements

- i. The present address of the main operating facilities of the organization, location of the engineering department, and, if any, the location of the research development department.
- ii. Location of the facility and/or facilities that will serve this contract.
- iii. Each Offeror shall have a local facility to service UC. Include a listing of offices with address that will service each UC campus. Also, location of main offices nationally.
- iv. The Offerors' service facility shall be equipped with spare parts as herein after specified under "Spare Parts". All service vehicles/trucks must be equipped with an inventory of commonly used spare parts.
- v. List sources of major replacement parts such as worms and gears, commutator bars, field coils and gearless machines. Indicate which of the above listed parts are readily available at your own facilities.

Prospective Contractors are advised that UC's intent in having these requirements is to ensure that only qualified and reliable Contractors perform the work for the contract. UC recognizes that there may be equally qualified and reliable Contractors who do not meet all of the above requirements specifically as stated, above but may in fact meet the objectives and criteria intended in some other manner. However, the Contractor shall have the burden of demonstrating to UC's satisfaction that it can in fact perform the work. This shall be in the form of written statements as to the Contractor's experience, references, listing of contracts performed, financial statements, manpower and ability to respond to UC to evaluate the Contractor's ability. All statements made must be able to be independently verifiable by UC.

Purchasing reserves the right to request any additional information pertaining to the Prospective Offeror's ability, qualifications and procedures used to accomplish all work under this contract as it deems necessary to ensure safe and satisfactory work.

Note: Any Prospective Offeror failing to submit in whole or in part the above statement attesting to its qualifications, may result in a rejection of the proposal of that Prospective Offeror.

EE. Contractor Personnel Requirements

1. UC Departmental Responsibilities

- i. The agency shall assign a qualified professional to permit access to mechanical rooms, elevator, escalator, chairlift and platform lift equipment rooms (where applicable) and elevator shafts. This qualified professional shall also serve as the direct contact for those items as specified herein.

2. UC's Right to Inspect

- i. UC shall have the right to inspect any facility or project site where the services performed under the resultant contract are performed.

3. Terms and Conditions of Contract

- i. A contract resulting from this RFP shall be subject to the terms and conditions set forth in the attached Contract.

4. Instructions for Proposal

i. Compliance with the RFP

- 1. Proposals must be in strict compliance with this Request for Proposals. Failure to comply with all provisions of the RFP may result in disqualification.

ii. Acknowledgment of Insurance Requirements

- 1. By signing its proposal, Offeror acknowledges that it has read and understands the insurance requirements for the proposal. Offeror also understands that the evidence of required insurance must be submitted within fifteen (15) working days following notification of its offer being accepted; otherwise, UC may rescind its acceptance of the Offeror's proposal. The insurance requirements are attached.

iii. Delivery of Proposals

- 1. All proposals and documents are to be submitted using the CalUSource sourcing tool.

iv. Ambiguity, Conflict, or Other Errors in the RFP

- 1. If a Proposer discovers any ambiguity, conflict, discrepancy, omission, or other error in the Request for Proposal, it shall immediately notify the UC Procurement Services such error in writing and request modification or clarification of the document. The Department of Purchasing will make modifications by issuing a written revision (addendum) and will give written notice to all parties who have received this RFP from the UC Procurement Services.
- 2. The Proposer is responsible for clarifying any ambiguity, conflict, discrepancy, omission, or other error in the Request for Proposals prior to submitting the proposal or it shall be waived.

v. Proposals and Presentation Costs

- 1. UC will not be liable in any way for any costs incurred by any Offeror in the preparation of its proposal in response to this RFP, nor for the presentation of its proposal and/or participation in any discussions or negotiations.

vi. Rejection of Proposals

- 1. The Purchasing Agent reserves the right to accept or reject in whole or in part, any or all proposals submitted. The Purchasing Agent shall reject the proposal of any Offeror that is determined to be non-responsive. The unreasonable failure of an Offeror to promptly supply information in connection with respect to responsibility may be grounds for a determination of non-responsibility.

vii. Acceptance of Proposals

- 1. The Purchasing Agent shall accept all proposals that are submitted properly. However, the Purchasing Agent, or designee, reserves the right to request clarifications or corrections to proposals.

viii. Requests for Clarification of Proposals

1. Requests by the Evaluation Committee for clarification of proposals shall be distributed by the Procurement Staff in writing (or email).

ix. Validity of Proposals

1. All proposals shall be valid for a period of ninety (90) days from the opening date of the Request for Proposal.

x. Evaluation of Proposal

1. An Evaluation Committee shall be appointed, chaired by UC to evaluate each Proposal. At UC option, Supplier may be invited to make presentations to the Evaluation Committee. Best and Final Offers and/or Negotiations may be conducted, as needed, with the highest rated Respondent(s). UC reserves the right to make additional investigations as it deems necessary to establish the competence and financial stability of any offeror submitting a proposal. Proposals will be evaluated on the following criteria which are listed below: Evaluation Category (Points Available / Percentage Weight) Total points available is 20,000.
 - a. Company Profile (2909 / 15%)
 - b. Module 1/2/3 (5818 / 29%)
 - c. National Program (1000 / 5%)
 - d. Sustainability (2818 / 14%)
 - e. Value Add (2455 / 12%)
 - f. Cost (5000 / 25%)
2. Supplier can achieve more points than the minimum criteria by proposing additional services and/or differentiating themselves from other submittals. The Team will determine the Total Score for each category in a Bidder's Final Bid by aggregating categories in the table above, Scores will be rounded to the two (2) decimal place.

NOTE : SUPPLIERS ARE REQUIRED TO USE ATTACHED DOCUMENTS IN CALUSOURCE TO SUBMIT THEIR PRICING/DISCOUNT PROPOSAL.

Incorporated Document – Supplier’s Responses

The Supplier’s responses thereto submitted on or about June 17, 2019 (“RFP Response”) is available upon request

Attachment B – UC Pricing Schedule

Not available

Attachment C – Volume Discount

Available upon request



VIEW GUIDELINE - UC SUSTAINABLE PRA... ▼



▼ BASI

Event Name
(000289-AP

Event Description
Solicitation
Partners. E

Type
Test for

Event Currency
USD

Event Value
USD 8,000,

Event Overview
RFP-Elevat

Category

Guideline Name
UC Sustainable Practices

Guideline Type
General Guidelines

Created By
Sara Kayser

Acknowledgment from Supplier
Before participating in event

Last Modified On
04/23/2019 2:34 PM

Recognizing the substantial impact that procurement decisions have on the environment, society, and the economy, the University of California will maximize its procurement of sustainable products and services, within the constraints of research needs and budgetary requirements and in compliance with all applicable rules, regulations and laws. The University values the health and well-being of its students, staff, faculty, visitors, and suppliers, and seeks to provide healthy and accessible conditions for the communities it serves. As such, impacts to health and wellbeing will be considered as fundamental factors when making procurement decisions. Where functional alternatives to harmful products or impacts exist, they are to be strongly preferred. The University of California has a long history of acting as a leader in sustainability, including in environmentally and socially responsible procurement. In 2007, the University of California expanded its [UC Sustainable Practices Policy](#) to include environmentally preferable purchasing. Among other directives, these policies advise the UC to:

- Determine the appropriate sustainability requirements to be included in RFPs,
- Determine the appropriate sustainability requirements to be included in RFPs,

CLOSE CANCEL

Attachment Exhibits

UC RFP BID

**OMNIA PARTNERS EXHIBITS
EXHIBIT F- FEDERAL FUNDS CERTIFICATIONS**

FEDERAL CERTIFICATIONS

ADDENDUM FOR AGREEMENT FUNDED BY U.S. FEDERAL GRANT

TO WHOM IT MAY CONCERN:

Participating Agencies may elect to use federal funds to purchase under the Master Agreement. This form should be completed and returned with proposal.

The following certifications and provisions may be required and apply when a Participating Agency expends federal funds for any purchase resulting from this procurement process. Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases, awarded by the Participating Agency and the Participating Agency's subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable.

APPENDIX II TO 2 CFR PART 200

(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Pursuant to Federal Rule (A) above, when a Participating Agency expends federal funds, the Participating Agency reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does offeror agree? YES will be evaluated on an individual contract basis Initials of Authorized Representative of offeror JS 5.6.19

(B) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)

Pursuant to Federal Rule (B) above, when a Participating Agency expends federal funds, the Participating Agency reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Offeror in the event Offeror fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. Participating Agency also reserves the right to terminate the contract immediately, with written notice to offeror, for convenience, if Participating Agency believes, in its sole discretion that it is in the best interest of Participating Agency to do so. Offeror will be compensated for work performed ~~and accepted~~ and goods ~~accepted by Participating Agency~~ as of the termination date if the contract is terminated for convenience of Participating Agency. Any award under this procurement process is not exclusive and Participating Agency reserves the right to purchase goods and services from other offerors when it is in Participating Agency's best interest.

Does offeror agree? YES JS 5.6.19 Initials of Authorized Representative of offeror

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 CFR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Pursuant to Federal Rule (C) above, when a Participating Agency expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

Does offeror agree to abide by the above? YES JS 5.6.19 Initials of Authorized Representative of offeror

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted

Requirements for National Cooperative Contract

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**OMNIA PARTNERS EXHIBITS
EXHIBIT F- FEDERAL FUNDS CERTIFICATIONS**

Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Pursuant to Federal Rule (D) above, when a Participating Agency expends federal funds during the term of an award for all contracts and subgrants for construction or repair, offeror will be in compliance with all applicable Davis-Bacon Act provisions.

Does offeror agree? YES WFO 5.6.19 Initials of Authorized Representative of offeror

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Pursuant to Federal Rule (E) above, when a Participating Agency expends federal funds, offeror certifies that offeror will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by Participating Agency resulting from this procurement process.

Does offeror agree? YES WFO 5.6.19 Initials of Authorized Representative of offeror

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Pursuant to Federal Rule (F) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

Does offeror agree? YES N/A WFO 5.6.19 Initials of Authorized Representative of offeror

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

**OMNIA PARTNERS EXHIBITS
EXHIBIT F- FEDERAL FUNDS CERTIFICATIONS**

Pursuant to Federal Rule (G) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency member resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

Does offeror agree? YES JS 5.6.19 Initials of Authorized Representative of offeror

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to Federal Rule (H) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

Does offeror agree? YES JS 5.6.19 Initials of Authorized Representative of offeror

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Pursuant to Federal Rule (I) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term and after the awarded term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

- (1) No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Does offeror agree? YES JS 5.6.19 Initials of Authorized Representative of offeror

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

When federal funds are expended by Participating Agency for any contract resulting from this procurement process, offeror certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The offeror further certifies that offeror will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does offeror agree? YES JS 5.6.19 Initials of Authorized Representative of offeror

**OMNIA PARTNERS EXHIBITS
EXHIBIT F- FEDERAL FUNDS CERTIFICATIONS**

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When Participating Agency expends federal funds for any contract resulting from this procurement process, offeror certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

Does offeror agree? YES Initials of Authorized Representative of offeror

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

To the extent purchases are made with Federal Highway Administration, Federal Railroad Administration, or Federal Transit Administration funds, offeror certifies that its products comply with all applicable provisions of the Buy America Act and agrees to provide such certification or applicable waiver with respect to specific products to any Participating Agency upon request. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

Does offeror agree? YES Initials of Authorized Representative of offeror

PROCUREMENT OF RECOVERED MATERIALS REQUIREMENTS FOR - 2 C.F.R. §200.322

Participating Agency and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines..

Does Vendor agree? YES Initials of Authorized Representative of Vendor

CERTIFICATION OF ACCESS TO RECORDS - 2 C.F.R. § 200.336

Offeror agrees that the Inspector General of the Agency or any of their duly authorized representatives shall have access to any books, documents, papers and records of offeror that are directly pertinent to offeror's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to offeror's personnel for the purpose of interview and discussion relating to such documents.

Does offeror agree? YES Initials of Authorized Representative of offeror

CERTIFICATION OF AFFORDABLE CARE ACT

Offeror understands and agrees that it shall be solely responsible for compliance with the patient Protection and Affordable Care Act, Public Law 111-148 and the Health Care and Education Reconciliation Act 111-152 (collectively the Affordable Care Act "ACA"). The Offeror shall bear sole responsibility for providing health care benefits for its employees who provide services as required by Federal law.

Does offeror agree? YES Initials of Authorized Representative of offeror

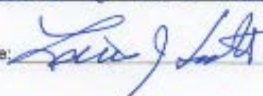
CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS

Offeror agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

Does offeror agree? YES Initials of Authorized Representative of offeror

Offeror agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that offeror certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.

Offeror's Name:

Address, City, State, and Zip Code: 5500 VILLAGE BLVD, WEST PALM BEACH, FL 33407
Phone Number: 561 618 4777 Fax Number: _____
Printed Name and Title of Authorized Representative: LOUIS J. SURETTE - USG CONTRACTS COMPLIANCE OFFICER
Email Address: LOUIS.SURETTE@OTIS.COM
Signature of Authorized Representative:  Date: 5.6.19

**OMNIA PARTNERS EXHIBITS
EXHIBIT G- NEW JERSEY BUSINESS COMPLIANCE**

DOC #3, continued

P.L. 1995, c. 127 (N.J.A.C. 17:27)
MANDATORY AFFIRMATIVE ACTION LANGUAGE

**PROCUREMENT, PROFESSIONAL AND SERVICE
CONTRACTS**

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisement for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation.

The contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers trade consistent with the applicable county employment goal prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time.

The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the state of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

The contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and lay-off to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).

 5.7.19
Signature of Procurement Agent

Requirements for National Cooperative Contract
Page 30 of 44

OMNIA PARTNERS EXHIBITS
EXHIBIT G- NEW JERSEY BUSINESS COMPLIANCE

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant to N.J.S.A. 19:44A-20.26

This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.

Part I – Vendor Information

Vendor Name:			
Address:			
City:		State:	Zip:

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

Signature Louis J. Surante Printed Name LOUIS J. SURANTE Title USG CONTRACTS COMPLIANCE OFFICER

Part II - Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than \$300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

☐ Check here if disclosure is provided in electronic form[illegible]☐ Check here if the information is continued on subsequent page(s)

Requirements for National Cooperative Contract
Page 33 of 44

**STATE OF NEW JERSEY – DIVISION OF PURCHASE AND PROPERTY
DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN**

Quote Number: _____

Bidder/Offeror: OTIS ELEVATOR COMPANY**PART 1: CERTIFICATION****BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX.****FAILURE TO CHECK ONE OF THE BOXES WILL RENDER THE PROPOSAL NON-RESPONSIVE.**

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division's website at <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Bidders must review this list prior to completing the below certification. **Failure to complete the certification will render a bidder's proposal non-responsive.** If the Director finds a person or entity to be in violation of law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party

PLEASE CHECK THE APPROPRIATE BOX:

I certify, pursuant to Public Law 2012, c. 25, that neither the bidder listed above nor any of the bidder's parents, subsidiaries, or affiliates is listed on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. I will skip Part 2 and sign and complete the Certification below.

OR

I am unable to certify as above because the bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the Certification below. Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

PART 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN

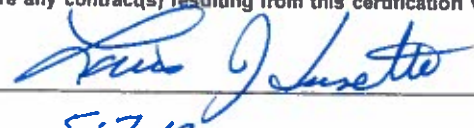
You must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below.

EACH BOX WILL PROMPT YOU TO PROVIDE INFORMATION RELATIVE TO THE ABOVE QUESTIONS. PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION. IF YOU NEED TO MAKE ADDITIONAL ENTRIES, CLICK THE "ADD AN ADDITIONAL ACTIVITIES ENTRY" BUTTON.

Name _____ Relationship to Bidder/Offeror _____
Description of Activities _____
Duration of Engagement _____ Anticipated Cessation Date _____
Bidder/Offeror Contact Name _____ Contact Phone Number _____

ADD AN ADDITIONAL ACTIVITIES ENTRY

Certification: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity. I acknowledge that the State of New Jersey is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the State to notify the State in writing of any changes to the answers of information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the State of New Jersey and that the State at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): LOUIS J. SURETTESignature: Title: USG CONTRACTS COMPLIANCE OFFICERDate: 5.7.19

**OMNIA PARTNERS EXHIBITS
EXHIBIT G- NEW JERSEY BUSINESS COMPLIANCE**

DOC #5

STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business:

☐ I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR

☐ I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

** This is a publicly traded company 100% owned by United Technologies Corp.*
Check the box that represents the type of business organization:

☐ Partnership

☒ Corporation

☐ Sole Proprietorship

☐ Limited Partnership

☐ Limited Liability Corporation

☐ Limited Liability Partnership

☐ Subchapter S Corporation

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders:

Name:	Name:
Home Address:	Home Address:
Name:	Name:
Home Address:	Home Address:
Name:	Name:
Home Address:	Home Address:

Subscribed and sworn before me this ____ day of _____, 2__.	_____ (Affiant)
(Notary Public)	_____ (Print name & title of affiant)
My Commission expires:	_____ (Corporate Seal)

**OMNIA PARTNERS EXHIBITS
EXHIBIT G- NEW JERSEY BUSINESS COMPLIANCE**

DOC #1

**OWNERSHIP DISCLOSURE FORM
(N.J.S. 52:25-24.2)**

Pursuant to the requirements of P.L. 1999, Chapter 440 effective April 17, 2000 (Local Public Contracts Law), the offeror shall complete the form attached to these specifications listing the persons owning 10 percent (10%) or more of the firm presenting the proposal.

Company Name: _____

Street: _____

City, State, Zip Code: _____

Complete as appropriate:

I _____, certify that I am the sole owner of _____, that there are no partners and the business is not incorporated, and the provisions of N.J.S. 52:25-24.2 do not apply.

OR:

I _____, a partner in _____, do hereby certify that the following is a list of all individual partners who own a 10% or greater interest therein. I further certify that if one (1) or more of the partners is itself a corporation or partnership, there is also set forth the names and addresses of the stockholders holding 10% or more of that corporation's stock or the individual partners owning 10% or greater interest in that partnership.

OR:

I Jorge Castillo, an authorized representative of Otis Elevator Company, a corporation, do hereby certify that the following is a list of the names and addresses of all stockholders in the corporation who own 10% or more of its stock of any class. I further certify that if one (1) or more of such stockholders is itself a corporation or partnership, that there is also set forth the names and addresses of the stockholders holding 10% or more of the corporation's stock or the individual partners owning a 10% or greater interest in that partnership.

(Note: If there are no partners or stockholders owning 10% or more interest, indicate none.)

Name	Address	Interest
United Technologies Corporation (UTC) owns 100% of Otis Elevator Company. UTC is a publicly traded corporation (Stock symbol: UTX)		

I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.

5-9-19
Date

Jorge Castillo
Authorized Signature and Title

OTIS

OTIS MODERNIZATION

DATE: February 2, 2023

TO: Sandra Myers
City of Columbia
1924 Calhoun Street
Columbia, SC 29203

FROM: Allan Peterson
Otis Elevator Company
1200 Woodruff Road, Suite G30
Greenville, SC 29607

PROJECT LOCATION:

Lady Street Parking
1122 Lady Street
Columbia, SC 29203

MACHINE NUMBER(S): Z54373 & Z54374

PROPOSAL NUMBER: F7SB2417/01

We will provide labor and material to furnish and install on the above referenced machine(s) the following:

ELEVONIC® RM CONTROL SYSTEM

We propose to furnish labor and material to provide an Elevonic® RM REGEN control system. It is a digital closed-loop microprocessor-based control system specifically designed to meet the particular needs of modernizing UMV traction elevators. The system is a distributed network of modular microprocessor control units and solid-state performance measurement devices. The system is integrated using serial-link communication. The control system has a Solid-State Safety Circuit. The measurement transducers constantly monitor the performance of every elevator function controlled by microprocessor. The control units evaluate this performance information and automatically adjust performance as necessary to correct variances within milliseconds. The "Relative System Response Plus" software dispatches elevators based upon real-time response to actual demands on the elevator group. The software is designed to maintain optimum elevator system performance by evaluating and reassigning hall calls within milliseconds of changes in elevator demand or performance.

SECTION No.	TITLE
SECTION I	OPERATION
SECTION II	MACHINE ROOM EQUIPMENT
SECTION III	SYSTEM OPERATING FEATURES
SECTION IV	DOOR EQUIPMENT
SECTION V	HOISTWAY EQUIPMENT
SECTION VI	FIXTURES
SECTION VII	WORK BY OWNER – NOT IN CONTRACT
SECTION VIII	GENERAL REQUIREMENTS
SECTION IX	ALTERNATES

SECTION I: OPERATION**DUTY**

The present capacity and speed of the elevators will be retained.

TRAVEL

The present travel of the elevators will be retained,

STOPS AND OPENINGS

The present stops and openings will be retained.

POWER SUPPLY

The existing building power supply will be retained with the new equipment arranged for this power supply.

NEW DRIVE SYSTEM

The present motor drive system will be changed to a Variable Voltage Variable Frequency Self Commissioning Regenerative Drive.

NEW OPERATION

The present control system will be changed to Elevonic® RM Microprocessor control.

NEW CONTROLLER

A microcomputer-based control system shall be provided to perform all of the functions of elevator motion and elevator door control. This shall include all of the hardware required to connect, transfer and interrupt power, and protect the motor against overloading. The system shall also perform car operational control.

Each controller cabinet containing memory equipment shall be properly shielded from line pollution. The microcomputer system shall be designed to accept reprogramming with minimum system downtime.

SECTION II: MACHINE ROOM EQUIPMENT**NEW DRIVE SYSTEM**

The present motor drive system will be changed to a Variable Voltage Variable Frequency Self Commissioning Regenerative Drive. The system shall include a step up or down transformer as required.

NEW POWER CONVERTER SUCCESSIVE STARTING

When all power converters in a group are shut down due to lack of demand, only a single converter shall be allowed to start up at one time.

NEW GEARED MACHINE

A new electric traction machine with Variable Voltage Variable Frequency A.C motor shall be provided at existing location.

NEW MOTOR

A new 500 volt Alternating Current Variable Frequency 3 phase low slip motor shall be provided.

NEW GOVERNOR

A new centrifugal speed governor that operates the car safety shall be installed at the top of the hoistway in the machine room. The governor shall actuate a switch when excessive speeds occur, disconnecting power to the motor and applying the brake before application of the safety.

NEW MACHINE BRAKE

The new geared machine will include a machine brake to prevent the elevator from over speeding in the up-direction, as per the latest requirement by ASME/ANSI A17.1 Safety Code for Elevators and Escalators, an American National Standard.

SECTION III: SYSTEM OPERATING FEATURES**NEW AUTOMATIC SELF-LEVELING**

The elevator shall be provided with automatic self-leveling that shall typically bring the elevator car level with the floor landings $\pm \frac{1}{4}$ " regardless of load or direction of travel. The automatic self-leveling shall correct for over travel or under travel and rope stretch.

NEW MODERATE UP AND MODERATE DOWN TRAFFIC PROGRAM

When incoming traffic at the lobby floor increases, as indicated by two cars leaving the lobby in the "UP" direction and filled nearly to capacity within a predetermined adjustable time period, cars assigned to upper zones shall be called to the lobby without waiting for a lobby hall call.

Cars shall be dispatched automatically from the lobby when they become loaded nearly to capacity or, if not loaded to capacity, shall be dispatched within a predetermined time after the previous car has been dispatched. The cars shall continue to operate in this manner until the lobby traffic has been reduced to a predetermined level.

When "DOWN" calls above the lobby increase to a predetermined level, assignment of a car to the lobby ceases and the lobby car shall travel up to assist the other cars. Cars arriving at the lobby after discharging passengers shall be dispatched upward. The cars shall continue to operate in this manner until the down traffic has been reduced to a predetermined level.

NEW SPECIAL EMERGENCY SERVICE

Special Emergency Service operation shall be provided in compliance with the latest applicable revision of the ASME/ANSI A17.1 Code.

Special Emergency Service Phase I to return the elevator(s) non-stop to a designated floor shall be initiated by an elevator smoke detector system or a keyswitch provided in a lobby fixture.

The smoke detector system, if required, is to be furnished by others. The elevator contractor shall provide contacts on the elevator controller to receive signals from the smoke detector system.

A keyswitch in the car shall be provided for in-car control of each elevator when on Phase II of Special Emergency Service.

If an elevator is on independent service when the elevators are recalled on Phase I operation, a buzzer shall sound in the car and a jewel shall be illuminated, subject to applicable codes.

NEW INSPECTION OPERATION

For inspection purposes, an enabling keyswitch shall be provided in the car operating panel to permit operation of the elevator from on top of the car and to make car and hall buttons inoperative.

On top of the car an operating fixture shall be provided containing continuous pressure "UP" and "DOWN" buttons, an emergency stop button, and an inspection-initiating switch. This switch makes the fixture operable and, at the same time, makes the door operator and car and hall buttons inoperable.

NEW HOISTWAY ACCESS SWITCH

An enabling keyswitch shall be provided in the car operating panel to render all car and hall buttons inoperative and to permit operation of the elevator by means of an access keyswitch adjacent to the hoistway entrance at the access landing. The movement of the car away from access landing, other than the lower terminal, by means of the access keyswitch at the landing shall be limited in travel and direction to that as specified for the upper landing in the latest revisions of the ASME/ANSI A17.1 Code.

ACCESSALERT HOISTWAY SAFETY DEVICE

We will furnish and install all of the necessary components, circuitry and wiring for a new AccessAlert system, which will operate on the elevator car top and pit. AccessAlert will be installed so the elevator can be controlled in a safe manner when an authorized person accesses the elevator hoistway. The AccessAlert system meets all applicable safety codes.

NEW REMOTE ELEVATOR MONITORING MAINTENANCE

We will provide a microprocessor system that continuously monitors the Unit(s) on a 24-hour per day, year-round basis. The system will notify our OTISLINE® dispatching center that a Unit is inoperative by sending a message via telephone line. Upon the receipt of such message, we will either notify your on-site representative or initiate the dispatch of our personnel for emergency minor adjustment callback service during regular working hours of our regular working days for the mechanics who perform the service.

We will collect data on the equipment condition, including hydraulic tank oil level, door operation, leveling and whether the operation of a Unit has been interrupted. That information will be used to tailor the Otis Maintenance Management SystemSM preventive maintenance program for the Unit(s).

You will furnish us at your expense, one (1) outside telephone line to the elevator machine room that allows data calls to and from a toll-free number at our OTISLINE dispatching center. The telephone line may be a separate line dedicated to the REM® maintenance equipment or may be an existing line that is shared between another telephone and the REM maintenance equipment.

All of the REM maintenance monitoring equipment installed by us remains our property and if the Contract is terminated for any reason, we will be given access to your premises to remove the monitoring equipment at our expense.

SECTION IV: DOOR EQUIPMENT**NEW CLOSED LOOP DOOR OPERATOR**

A Closed Loop door operator shall be installed.

Doors on the car and at the hoistway entrances shall be power operated by means of a closed loop door operator mounted on top of the car. The door operator is a fully closed loop system designed to give consistent door performance with changes in temperature, wind or minor debris in the door track. The system continually monitors door speed and position and adjusts it accordingly to match the pre-determined profile.

Door operation shall be automatic at each landing with door opening being initiated as the car arrives at the landing and closing taking place after expiration of an adjustable time interval. An electric car door contact shall prevent the elevator from operating unless the car door is in the closed position.

Door close shall be arranged to start after a minimum time, consistent with Handicap Requirements.

Doors shall be arranged to remain open for an adjustable time period sufficient to meet ADA requirements.

The time interval for which the elevator doors remain open when a car stops at a landing shall be independently adjustable for response to car calls and response to hall calls.

RETAIN INTERLOCKS

The existing interlocks shall be retained.

NEW OPTIGUARD DOOR-PROTECTION DEVICE

The Optiguard™ door protection system uses 154 infrared emitters and detectors to create an invisible safety net across the elevator entrance. The Optiguard™ system continuously scans for interrupted beams. If any beam in the curtain is interrupted, the Optiguard™ system will reopen the elevator door instantly. The Optiguard™ system's infrared beams also detect objects approaching, reducing potential damage to elevator doors caused by mail carts, stretchers or other moving equipment.

RETAIN CAR DOOR TRACKS AND HANGERS

The present car door tracks and hangers shall be retained and inspected for proper alignment. Any adjustment required will be accomplished.

RETAIN HOISTWAY ENTRANCES

The present hoistway entrances shall be retained.

RETAIN HOISTWAY DOOR TRACKS AND HANGERS

The present hoistway door tracks and hangers shall be retained.

RETAIN HOISTWAY DOOR RESTRICTORS

The present hoistway door restrictors shall be retained and reused.

SECTION V: HOISTWAY EQUIPMENT**NEW HOISTWAY OPERATING DEVICES**

Terminal stopping devices shall be provided to slow or automatically stop the car at the terminal landings and to automatically cut off the power and apply the brake, should the car travel beyond the terminal landings.

RETAIN CAR GUIDES

The existing car guides shall be retained.

RETAIN COUNTERWEIGHT GUIDES

The existing counterweight guides shall be retained.

RETAIN CAR FRAME AND SAFETY

The existing car safety device, designed to stop the car if it attains a descending speed in excess of the preset contract speed, shall be retained.

NEW ROPES

The replacement ropes shall be traction steel of size, construction and number to ensure proper operation of the elevator and give satisfactory wearing qualities. All ropes shall consist of at least eight strands wound around a hemp core.

RETAIN SOUND-ISOLATED PLATFORM

The existing sound-isolated frame will be retained and reused.

RETAIN PLATFORM

The car platform will be retained and reused in place.

RETAIN CAR INTERIOR

The present car interior shall be retained.

NEW LOAD-WEIGHING DEVICE

A new load weighing device set to operate at a predetermined fixed percentage of the car load shall be provided.

NEW PIT SWITCH

An emergency stop switch shall be located in the pit and accessible from the pit access door.

RETAIN BUFFERS

The existing buffers shall be retained.

SECTION VI: FIXTURES**CAR FIXTURES:****NEW APPLIED CAR OPERATING PANEL**

An applied car operating panel shall be furnished. The panel shall contain a bank of mechanical illuminated buttons marked to correspond with the landings served, an emergency call button, emergency stop button, door open and door close buttons, and a light switch. The emergency call button shall be connected to a bell that serves as an emergency signal. All buttons, when applicable, to be long life LED illumination.

NEW EMERGENCY CAR LIGHTING

An emergency power unit employing a 6-volt sealed rechargeable battery and totally static circuit shall be provided. The power unit shall illuminate the elevator car and provide current to the alarm bell in the event of normal power failure. The equipment shall comply with the requirements of the latest applicable revision of the ASME/ANSI A17.1 Code.

NEW OTIS HANDSOFF® PHONE

We propose to furnish and install the Otis HANDSOFF® phone. The HANDSOFF phone is a telephone which enables communication between persons in the elevator and a 24-hour answering service.

The HANDSOFF phone will be mounted in a telephone box or surface mounted in the elevator cab. It will automatically dial a preprogrammed number and will inform the answering service of the elevator location via prerecorded digital voice communication. After disclosing the elevator location, the phone will allow two-way voice communication. The HANDSOFF phone contains two light-emitting diodes -- one that indicates the call is in progress and another that indicates the call has been acknowledged. After receiving acknowledgment of the call from the answering service, a deaf/mute person can signal the answering service by reactivating the call button. The phone can be easily programmed and allows incoming calls to be received. The telephone will be furnished and installed

NEW CAR POSITION INDICATOR

A car position indicator shall be installed. The position of the car in the hoistway shall be shown by illumination of the indication corresponding to the landing at which the car is stopped or passing.

NEW "IN-CAR" DIRECTION LANTERNS

Direction lantern(s) shall be mounted in car entrance jamb(s), visible from the corridor, which when the car stops and the doors are opening, shall indicate the direction the car is traveling. A chime shall also be furnished on the car that will sound once for the "UP" direction and twice for the "DOWN" direction as the doors are opening.

NEW AUDIBLE SIGNAL (INDICATES PASSING OR STOPPING AT A LANDING)

An audible signal shall sound in the car to tell passengers that the car is either stopping or passing a landing served by the elevator.

NEW AUDIBLE VOICE SIGNAL

Equipment shall be furnished to allow an audible announcement in each car of the name of the next selected landing at which the elevator will stop and the committed direction of travel. Several advisory messages shall also be available to indicate the need for elevator on special service or passenger delay of elevator.

HALL FIXTURES:**NEW HALL BUTTONS**

New hall buttons shall be installed at each landing. An up button and a down button at each intermediate landing and a single button at each terminal landing shall be installed.

A call shall be registered by momentary pressure of a landing button. The button shall become illuminated and remain illuminated until the call is answered. All buttons, when applicable, to be long life LED illumination.

NEW HALL POSITION INDICATOR

A new hall position indicator shall be installed at the G level. The position of the car in the hoistway shall be shown by the illumination of the indicator corresponding to the landing that the car is stopped or passing.

NEW WIRING

All new wiring and electrical interconnections shall comply with governing codes. Insulated wiring shall have flame-retardant and moisture-proof outer covering and shall be run in conduit, flexible tubing or electrical wireways. Traveling cables shall be flexible and suitably suspended to relieve strain on individual conductors.

ENGINEERING DESIGN

All new material furnished will be specifically designed to operate with original elevator equipment being retained, thus assuring maximum performance and eliminating any divided responsibility.

SUPERSEDED MATERIAL

All material, removed or unused, not required in the modification will become the property of the Otis Elevator Company and we reserve the right to remove and retain it.

PERMITS AND INSPECTIONS

The elevator contractor shall furnish all licenses and permits and shall arrange for and make all required inspections and tests.

CODE

The elevator equipment shall be furnished and installed in accordance with the latest additions of the ASME/ANSI A17.1 Safety Code for Elevators and Escalators, An American National Standard, including the latest Supplement, and the Americans with Disabilities Act.

CODE (LOCAL)

The elevator equipment shall comply with all applicable local codes.

SECTION VII: WORK BY OWNERS – NOT IN CONTRACT

The following items must be performed by others and you agree to provide this work in accordance with the applicable codes and enforcing authorities:

1. **AIR CONDITIONING** - Provide suitable ventilation and cooling equipment, if required, to maintain the machine-room temperature between 45°F and 90°F. The relative humidity should not exceed 85 percent non-condensing.
2. **BUILDING POWER** - Provide electrical power for light, tools, hoists, etc. during installation as well as electric current for starting, testing and adjusting the elevator. Power of permanent characteristics to be provided to properly operate all of the elevators concurrently scheduled to be modernized. Power must be a 3-phase 4 wire system with ground and bonded disconnects. Grounded leg delta systems are not acceptable.
3. **SMOKE & HEAT SYSTEM** - Provide a smoke and heat detector system, located as required with wiring from the sensing devices to each elevator controller.
4. **SPRINKLERS** - Provide code compliant sprinkler system, as required, in the hoistway, pit and machine room.
5. **CUTTING & PATCHING** - Do any cutting, (including cutouts to accommodate hall signal fixtures, entrances and/or machine room access) patching and painting of walls, floors or partitions.
6. **MAIN DISCONNECT** - Provide a fused lockable disconnect switch or circuit breaker for each elevator per the National Electrical Code with feeder or branch wiring to the transformer. Size to suit elevator contractor. Provide a SHUNT TRIP disconnect, as required, if sprinklers are being provided. Provide suitable connections from the main disconnect to the elevator control equipment.
7. **GROUND WIRE** – Provide a properly sized ground wire from the elevator controller(s) to the primary building ground.
8. **CAR LIGHT POWER SUPPLY & DISCONNECT** - Provide a 120 volt AC, 15 amp, single-phase power supply with fused SPST disconnect switch for each elevator, with feeder wiring to each controller for car lights.
9. **REMOTE MONITORING POWER SUPPLY & DISCONNECT** - Provide a separate 120 volt, 15 ampere single phase-phase power supply with a SPST with a fused disconnect switch or circuit breaker for remote monitoring capable of being locked in the open position.
10. **REMOTE MONITORING MAINTENANCE TELEPHONE LINE REQUIREMENTS** - Provide one (1) outside telephone line to the elevator machine room that allows data calls to and from a toll-free number at a dispatching center. The telephone line may be either a separate line dedicated to the remote monitoring maintenance equipment or may be an existing line that is shared between another telephone and the remote monitoring maintenance equipment.
11. **INFORMATION DISPLAY POWER SUPPLY & DISCONNECT** - Provide a separate 120 volt, AC, 15 amp, single-phase power supply with fused SPST disconnect switch with duplex outlets in the machine room or other locations as required, for information display terminal and controller of information display when provided. Also provide one (1) pair of shielded/twisted conductors between controller and machine room.
12. **VIDEO DISPLAY POWER SUPPLY & DISCONNECT** - Provide a separate 120 volt AC, 15 amp, single-phase power supply with fused SPST disconnect switch with duplex outlets in the machine room and lobby or other applicable application, for power to each elevator video display panel and controller when a display system is provided.
13. **ECA/FUZZY CONTROLLER POWER SUPPLY & DISCONNECT** - Provide a 120 volt AC, 20 amp, single phase power supply with a fused SPST disconnect switch in each machine room, with feeder wiring to each ECA/Fuzzy logic controller. One system per machine room is required.

14. **REMOTE PANELS** – Provide required conduit, with adequate pull boxes and ells from the elevator hoistway(s) to the location or locations required to facilitate the installation of Lobby Panels, Fire Control Room Panels or Elevator Monitoring Systems. Size and number as specified by Otis. Leave a measured pull tape in the conduit. Otis to furnish and pull required conductors.
15. **STANDBY POWER REQUIREMENTS** - Provide a standby power unit and a means for starting it that will deliver sufficient power to the elevator disconnect switches to operate one or more elevators at a time at full-rated speed. Provide a transfer switch for each feeder for switching from normal power to standby (emergency) power and a contact on each transfer switch closed on normal power supply with two wires from this contact to one elevator controller. Provide a means for absorbing power regenerated by the elevator system when running with overhauling loads such as full load down.
16. **ADDITIONAL STANDBY POWER REQUIREMENTS** –
Provide standby power to HVAC system serving any machine room with elevators on standby power.
Provide standby power to machine room lighting, and cab lighting.
Provide standby power and UPS to COMPASS dispatcher.
17. **LIGHTING** - Any modification or installation of lights and/or GFI electrical outlets in the machine room, secondary level and/or pit to be performed by others. Provide sufficient lighting in the buildings common areas to facilitate a safe working environment.
18. **PROJECT BEING “DRIED-IN”**- Work, as required, to keep the elevator lobbies, hoistway, machine room and storage area “dried-in” for the entire length of the project.
19. **MACHINE ROOM ACCESS** - Provide a self-locking and self-closing door for the elevator machine room. Access door to be adequately sized to accept our equipment. Modify machine room access, as required, to comply with code and facilitate safe egress of all equipment.
20. **FIRE EXTINGUISHER** - Provide fire extinguisher in elevator machine room.
21. **NON-ELEVATOR MATERIAL IN HOISTWAY** - Remove or encapsulate, as required, any non-elevator related pipes or wiring located in the elevator machine room or hoistway.
22. **HOISTWAY VENTILATION** - Provide code compliant hoistway ventilation. Code requires a means to prevent the accumulation of hot air and gasses at the top of the hoistway. Pressurizing the hoistways, or providing vents from the top of the hoistway to the outside of the building usually accomplishes this. Vents shall not be less than 3 1/2% of the area of the hoistway nor less than 3 sq. ft. for each elevator car, whichever is greater. You may not vent the hoistway to the machine room. If the hoistway vents must run through the machine room, they must be enclosed in a fire rated structure and not violate clearances around our equipment.
23. **SIDE COUNTERWEIGHT GUARDING** – Provide and install guarding of counterweights in a multiple elevator hoistway as required, when a counterweight is located between elevators, the counterweight runway shall be guarded on the side next to the adjacent elevator. The guarding must meet or exceed the requirements of ASME A17.1 – 2007, section 2.3.2.3.
24. **HOISTWAY LEDGES** - Provide a 75-degree angle constructed of a non-combustible material on all ledges that are 2” are greater in the hoistway, excluding multi-hatch divider beams.
25. **SUMP HOLE GRATING** - Provide a flush grating over the sump hole located in the elevator pit.
26. **WORK BY OTHERS SCHEDULING** – All “Work by Others” must either be completed prior to our manning the job or be properly scheduled as to not obstruct the progress of the project.
27. **ASBESTOS** – Should any asbestos be found to be present in the building which is related to any of our work, it shall be the responsibility of others to abate, contain or prepare the workplace as safe for our employees to work within or about. Otis will not be responsible for working with asbestos which may be disturbed or uncontained. Otis will not be responsible for any costs associated with delay of the job should asbestos be detected or require addressing by others for us to proceed. This includes but is not limited to re-mobilization charges which may be applied.

28. **CONFINED SPACES** - The machine room, hoistway, pit, and mezzanine ("Elevator Spaces") may be considered Permit- Required Confined Spaces as defined by the Occupational Safety and Health Organization ("OSHA"), 29 C.F.R. § 1910.146(b) and § 1926 Subpart AA. Otis has a documented process to control or eliminate hazards and classify such Elevator Spaces as non-permit required confined spaces. In the event that the customer/general contractor or unique site conditions or hazards (such as chemical manufacturing sites) require Otis to handle such Elevator Spaces as Permit-Required Confined Spaces, the customer/general contractor will be responsible for supplying, at its expense, all resources, including monitoring, permitting, attendants, and rescue planning associated with handling such Elevator Spaces as Permit-Required Confined Spaces. The customer/general contractor is required to inform Otis of all known or potential hazards related to Elevator Spaces that Otis may be required to access prior to Otis performing any work in such spaces. Further, the customer/general contractor is required to communicate any changes in the conditions associated with such Elevator Spaces or activities in or around such spaces that could introduce a hazard into such spaces.
29. **STORAGE** - Provide dry, protected and secure storage space adjacent to the hoistway(s). Otis shall be compensated for material delivered that is stolen or removed from the jobsite.
30. **DISPOSAL** The disposal of removed elevator components; machines, controllers, ropes, hydraulic fluid, oils, buffers and packing materials from the new equipment and any and all related materials shall be the sole responsibility of the Owner. If a dumpster is provided on site, we will deposit waste materials in the dumpster or at an agreed upon on-site location for removal by the owner.
31. **PIT LADDERS** - Provide a pit ladder, as required, in each pit that does not have walk in access doors. Ladder shall extend 48" above first landing access door.
32. **OPERATING ELEVATORS FOR OTHER TRADES** – If we are required to operate an elevator to facilitate the work of other trades (i.e. sprinklers, smoke sensors, ledges, etc.) then we shall be compensated for this lost time and the project schedule shall also be modified.
33. **ADDITIONAL STOPS/OPENINGS** - Extend the existing hoistways and add additional landing (s) and new machine room. Hoistway and machine room shall be constructed in accordance with applicable building codes and ANSI A17.1
 - a. Ledges over 2" wide shall have a 75° bevel on top. (Except separator beams) Hoistway shall be fire rated and may require patching of holes. No other pipes or electrical conduit not associated with the elevator equipment are allowed in the hoistway. Power feeders may not run up the hoistway, except by special permission of the governing authority, and shall not contain splices or junction boxes in the hoistway.
 - b. Provide crane to bring new material and removal of the machine room equipment to new machine room.
 - c. Provide temporary roof as required to provide continuously dry hoistways and machine rooms.
 - d. Perform all demolition of old machine room slab and structure. Protect existing elevator cars and equipment from demolition damage, dust and debris.
 - e. Supply new machine beams and beam supports per reactions supplied by Otis.
 - f. Provide new machine room slab to suit reactions. Remove any construction forms, scaffold or decking from hoistway not placed by Otis. Cut and patch hoistways as required to provide a legal hoistway.
 - g. Provide, maintain and remove any temporary barricades per OSHA or local authority requirements and furnish barricades to protect the public from access to construction areas.
 - h. Supply and install adequate support for guide rail fastening, including separator beams were required.
 - i. Provide adequate fastening for hoistway entrances and sills.
 - j. Provide finished floor elevation reference height at time of installation of new entrance sills
 - k. Provide legal access to new machine room (and temporary access per OSHA requirements during construction).

- l. Grout or finish blocking of new entrances to provide a fire rated enclosure.
 - m. Provide hoist beams over each elevator hoistway in machine room rated to hoist elevator machines.
 - n. Finish painting of new hoistway entrances shall be by others, if prime entrances are selected.
34. Alterations to the existing machine room to allow the old equipment to be removed and the new equipment to be moved into the machine room will be the responsibility of the owner. The building owner will be responsible for any cutting and patching required to allow safe and adequate access.
35. Any crane service needed to remove or install equipment into and/or out of the machine room is not included in this proposal and would be the responsibility of the owner if required.

SECTION VIII: GENERAL REQUIREMENTS

RE-MOBILIZATION

You agree to pursue and schedule the work by other trades in a timely manner so as to not interrupt our work. Should our crew(s) have to pull off the job waiting on work by others not in our contract, we shall be entitled to a re-mobilization charge of **Three Thousand Five Hundred (\$3,500) Dollars**. We shall also extend the stated durations to the extent that we are delayed.

COUNTERWEIGHT ASSEMBLY

The existing counterweight assembly will be reused and checked for proper counter balance. If additional weight is required to achieve the proper counter-balance or the existing counterweight frame requires modification to accept the additional weight, the labor and material will be an additional cost to this proposal.

ARBITRATION

Subcontractor agrees to submit to Non-Binding Arbitration by the American Arbitration Association but does not waive its rights to pursue other remedies available at law and equity.

PAYMENT AND SCHEDULE OF VALUES

You agree to be bound and pay in accordance with the supplied schedule of values. We shall be paid for our material delivery invoice prior to starting work. We shall be paid in full for all change orders and the base contract amount prior to scheduling an inspection and/or turnover of the elevators to you for use. Otis reserves the right to discontinue work or not turn over elevators unless payments are current.

- a. Our quoted price is based on the "Initial Payment" equaling sixty percent (60%) of contract award. This amount, **PLUS** a fully executed subcontract must be received prior to releasing equipment for manufacturing or scheduling any other work. Refer to the "Schedule of Values" below.
- b. Otis will mobilize after the "Material Delivery Payment" is received. See "Schedule of Values" below.
- c. **Substantial Completion / "Progress Payments."** This payment is due upon substantial completion of each modernized elevator. Substantial completion is defined as a functional elevator that is accepted by you for general use. Any agreed upon punch-list items will be corrected within a mutually agreeable timeframe. This payment, however, is still due upon substantial completion of each elevator modernization. The "Progress Payment" amount shown on the SOV is divided by the total number of elevators being modernized as a part of this contract. This amount is due within five (5) days of the elevator being turned over for general use.
- d. Final payment shall be due five (5) days after acceptance of the elevator installation. Otherwise, warranties shall be suspended until payment in full is received.
- e. All change orders must be executed and paid prior to scheduling a final inspection and turn over to customer.

- f. Otis does not accept credit cards as a form of payment.
- g. Otis will not agree to any language referencing or implying "pay when paid." This contract is between Otis Elevator and referenced entity. The attached payment schedule ("Schedule of Values") is not contingent upon said entity's ability to be paid by others or any other factor or event not described above.
- h. Schedule of Values

Base Contract Amount:			\$438,325
Due Date	Description	Value	
Month of Project Award	60% Down Payment	\$262,995	
Month of Material Delivery	70% Material Delivery Payment	\$43,833	
Billed Monthly	90% Progress Payments	\$87,665	
Month of Project Completion	100% Final Payment	\$43,833	

NON-OTIS CONTRACT LANGUAGE

In the event that the owner or contractor does not accept Otis Standard Commercial Terms and the Otis Acknowledgement Letter, the contract price may be altered.

SCHEDULE

Due to current market conditions the availability of elevator installation labor is limited. If this proposal is not accepted within 30 days, prior to acceptance of any award Otis reserves the unilateral right to decline the award based on a review of the project schedule and our labor availability/commitments.

This proposal is bid with the understanding that materials will be ordered with sufficient lead time (as outlined in our approvals package) to allow delivery prior to TBD. If Otis is unable to order materials in a timely manner due to delays on behalf of the owner and/or general contractor, or if delivery is requested after **TBD**, the owner and/or general contractor will be responsible for all cost increases incurred by Otis. An extra charge will be assessed for any double handling or re-transportation of elevator material required by the general contractor/owner or agent thereof.

LEAD TIME AND DURATION

We anticipate approximately 14-16 weeks manufacturing time from receipt of approvals and down payment.

Thereafter, we expect the modernization to take approximately 9-10 weeks. All work will be performed during our regular working hours of our regular working days.

It is agreed that we do not assume possession or control of any part of the equipment but such remains yours exclusively as the owner (or lessee) thereof.

We shall not be liable for any loss, damage or delay due to any cause beyond our reasonable control including, but not limited to, acts of government, strikes, lockouts, fire, explosion, theft, floods, riot, civil commotion, war, malicious mischief or act of God. Under no circumstances shall we be liable for consequential damages.

ALTERNATE # 1 – Cab Interior Allowance

A new elevator car interior of walls, ceiling lighting, and return panels will be provided, design and finish to be selected. Price below includes a standard cab interior package and is subject to change based on the final cab design chosen.

NO – Price: \$40,000 Dollars for both elevators

Please indicate your intention to choose this option by initialing here _____

ALTERNATE # 2 – New Hall Doors

Replace existing hall doors with new finished in brushed stainless or powder coated paint.

Price: \$3,200 Dollars Per Entrance

Quantity: _____

Please indicate your intention to choose this option by initialing here _____

The extent of the work to be performed is either described above or in the attached specification which is incorporated into and made a part of this document.

PRICE: \$ 438,325 PLUS SALES TAX IF APPLICABLE
Four Hundred Thirty-Eight Thousand Three Hundred Twenty-Five
Dollars

This price is based on a sixty percent (60%) downpayment in the amount of \$ 262,995.

This proposal, including the provisions printed on the pages following, shall be a binding contract between you, or the party identified below for whom you are authorized to contract (collectively referred to herein as :you:), and us when accepted by you through execution of this proposal by you and approved by our authorized representative; or by your authorizing us to perform work for the project and our commencing such work.

Submitted by:  _____
Allan Peterson

Accepted in Duplicate

CUSTOMER

Approved by Authorized Representative

Date: _____

Signed: X _____

Print Name: _____

Title: _____

Name of Company: _____

OTIS ELEVATOR COMPANY

Approved by Authorized Representative

Date: _____

Signed: _____

Print Name: _____

Title: _____

☐ Principal, Owner or
 Authorized Representative of Principal or Owner

☐ Agent _____
 (Name of Principal or Owner)

TERMS AND CONDITIONS

The work shall be performed for the agreed price plus any applicable sales, excise or similar taxes as required by law. In addition to the agreed price, you shall pay to us any future applicable tax imposed on us, our suppliers or you in connection with the performance of the work described.

This quotation is subject to change or withdrawal by us prior to acceptance.

We warrant to you that the work performed by us hereunder shall be free from defects, not inherent in the quality required or permitted, in material and workmanship for one (1) year from the date of substantial completion. Our duty and your remedy under this warranty are limited to our correcting any such defect you report to us within the warranty period by, at our option, repair or replacement, provided all payments due under the terms of this contract have been made in full. All parts used for repair or replacement under this warranty shall be good quality and furnished on an exchange basis. Printed circuit boards used for replacement parts under this warranty may be refurbished boards. Exchanged parts become our property.

We shall perform the work during our regular working hours of our regular working days unless otherwise agreed in writing. You shall be responsible for providing suitable storage space at the site for our material.

You shall obtain title to all the equipment furnished hereunder when final payment for such material is received by us. In addition, you shall be granted a license to use any software incorporated into any such equipment solely for operating such equipment.

Any drawings, illustrations or descriptive matter furnished with the proposal are submitted only to show the general style, arrangement and dimensions of the equipment.

Payments shall be made as follows: A down payment of sixty percent (60%) of the price shall be paid after we have completed processing your equipment requirements, and orders are placed; the balance shall be paid on completion if the work is completed within a thirty day period. If the work is not completed within a thirty day period, monthly progress payments shall be made based on the value of any equipment ready or delivered, if any, and labor performed through the end of the month less a five percent (5%) retainage and the aggregate of previous payments. The retainage shall be paid when the work is completed. We reserve the right to discontinue our work at any time until payments shall have been made as agreed and we have assurance satisfactory to us that subsequent payments will be made when due. Payments not received within thirty (30) days of the date of invoice shall be subject to interest accrued at the rate of eighteen percent (18%) per annum or at the maximum rate allowed by applicable law, whichever is less. We shall also be entitled to reimbursement from you of the expenses, including attorney's fees, incurred in collecting any overdue payments.

Any material removed by us in the performance of the work shall become our property.

Our performance is conditioned upon your securing any required governmental approvals for the installation of any equipment provided hereunder and your providing our workmen with adequate electrical power at no cost to us with a safe place in which to work, and we reserve the right to discontinue our work in the building whenever in our opinion working conditions are unsafe. If overtime work is mutually agreed upon and performed, an additional charge thereof, at our usual rates for such work, shall be added to the contract price. The performance of our work hereunder is conditioned on your performing the preparatory work and supplying the necessary data specified on the front of this proposal or in the attached specification, if any. Should we be required to make an unscheduled return to your site to begin or complete the work due to your request, acts or omissions, then such return visits shall be subject to additional charges at our current labor rates.

We shall retain a security interest in all material furnished hereunder and not paid for in full. You agree that a copy of this Agreement may be used as a financing statement for the purpose of placing upon public record our interest in any material furnished hereunder, and you agree to execute a UCC-1 form or any other document reasonably requested by us for that purpose.

Except insofar as your equipment may be covered by an Otis maintenance or service contract, it is agreed that we will make no examination of your equipment other than that necessary to do the work described in this contract and assume no responsibility for any part of your equipment except that upon which work has been done under this contract.

Neither party shall be liable to the other for any loss, damage or delay due to any cause beyond either parties reasonable control, including but not limited to acts of government, strikes, lockouts, other labor disputes, fire, explosion, theft, weather damage, flood, earthquake, riot, civil commotion, war, mischief or act of God. We do not agree under our warranty to bear the cost of repairs or replacements due to vandalism, abuse, misuse, neglect, normal wear and tear, modifications not performed by us, improper or insufficient maintenance by others, or any cause beyond our control.

We shall conduct, at our own expense, the entire defense of any claim, suit or action alleging that, without further combination, the use by you of any equipment provided hereunder directly infringes any patent, but only on the conditions that (a) we receive prompt written notice of such claim, suit or action and full opportunity to assume the sole defense thereof, including settlement and appeals, and all information available to you for such defense; (b) said equipment is made according to a specification or design furnished by us; and (c) the claim, suit or action is brought against you. Provided all of the foregoing conditions have been met, we shall, at our own expense, either settle said claim, suit or action or shall pay all damages excluding consequential damages and costs awarded by the court therein and, if the use or resale of such equipment is finally enjoined, we shall at our option, (i) procure for you the right use of the equipment, (ii) replace the equipment with equivalent noninfringing equipment, (iii) modify the equipment so it becomes noninfringing but equivalent, or (iv) remove the equipment and refund the purchase price (if any) less a reasonable allowance for use, damage or obsolescence.

THE EXPRESS WARRANTIES SET FORTH IN THIS AGREEMENT ARE THE EXCLUSIVE WARRANTIES GIVEN: WE MAKE NO OTHER WARRANTIES EXPRESS OR IMPLIED, AND SPECIFICALLY MAKE NO WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR ANY PARTICULAR PURPOSE; AND THE EXPRESS WARRANTIES SET FORTH IN THIS AGREEMENT ARE IN LIEU OF ANY SUCH WARRANTIES AND ANY OTHER OBLIGATION OR LIABILITY ON OUR PART.

Under no circumstances shall either party be liable for special, indirect, liquidated, or consequential damages in contract, tort, including negligence, warranty or otherwise, notwithstanding any indemnity provision to the contrary. Notwithstanding any provision in any contract document to the contrary, our acceptance is conditioned on being allowed additional time for the performance of the Work due to delays beyond our reasonable control.

Your remedies set forth herein are exclusive and our liability with respect to any contract, or anything done in connection therewith such as performance or breach thereof, or from the manufacture, sale, delivery, installation, repair or use of any equipment furnished under this contract, whether in contract, in tort, in warranty or otherwise, shall not exceed the price for the equipment or services rendered.

It is agreed that after completion of our work, you shall be responsible for ensuring that the operation of any equipment furnished hereunder is periodically inspected. The interval between such inspections shall not be longer than what may be required by the applicable governing safety code.

By accepting delivery of parts incorporating software you agree that the transaction is not a sale of such software but merely a license to use such software solely for operating the unit(s) for which the part was provided, not to copy or let others copy such software for any purpose whatsoever, to keep such software in confidence as a trade secret, and not to transfer possession of such part to others except as a part of a transfer of ownership of the equipment in which such part is installed, provided that you inform us in writing about such ownership transfer and the transferee agrees in writing to abide by the above license terms prior to any such transfer.

Our work shall not include the identification, detection, abatement, encapsulation or removal of asbestos, polychlorinated biphenyl (PCB), or products or materials containing asbestos, PCB's or other hazardous substances. In the event we encounter any such product or materials in the course of performing work, we shall have the right to discontinue our work and remove our employees from the project until you have taken the appropriate action to abate, encapsulate or remove such products or materials, and any hazards connected therewith, or until it is determined that no hazard exists (as the case may require). We shall receive an extension of time to complete the work hereunder and compensation for delays encountered as a result of such situation.

This Agreement constitutes the entire understanding between the parties regarding the subject matter hereof and may not be modified by any terms on your order form or any other document, and supersedes any prior written or oral communication relating to the same subject. Any amendment or modifications to this Agreement shall not be binding upon either party unless agreed to in writing by an authorized representative of each party. Both parties agree that any form issued by you that contains any terms that are inconsistent with those contained herein shall not modify this Agreement, nor shall it constitute an acceptance of any additional terms.

OTIS MODERNIZATION



We Are Columbia

MEETING DATE: March 7, 2023

DEPARTMENT: Procurement and Contracts

FROM: *Shannon Lizewski, Interim Director*

SUBJECT: Council is asked to approve Contract Amendment #2 for Project SS7497; Mill Creek Pump Station Miscellaneous Improvements, as requested by Columbia Water on January 26, 2023. Award to Weston and Sampson Engineers, Inc., in the amount of \$52,000.00. This amendment extends the agreement from July 1, 2024 to December 31, 2024. This firm is located in Columbia, SC.

REQUISITION NO.: R204368

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: Water and Sewer Capital Projects - Mill Creek Pump Station Miscellaneous Improvements - Capital Project Costs (5529999-SS749701-658650). The original budget amount is \$294,115.00. The budget amount for this amendment is \$52,000.00. The total revised budget amount is \$346,115.00.

BUSINESS PROGRAM: Mentor Protege Program

CLEAN WATER 2020?: Yes

FOCUS AREAS: Innovative & High Quality Municipal Services

PURPOSE:

This is a Clean Water 2020 Program project and a Mentor Protégé Program project. Weston and Sampson Engineers, Inc., is the mentor and will provide engineering services to evaluate and perform an alternative analysis to increase the pumping capacity of the pump station at 76.31% (\$39,680.00) of the amendment amount.

Carper Civil Consulting, a Minority Business Enterprise (W) located in Columbia, SC, is the protégé and will provide technical memorandum preparation assistance services at 8.31% (\$4,320.00) of the amendment amount.

The following subconsultant will provide additional services:

Howard Engineering, a Minority Business Enterprise (W) located in Marietta, GA, will provide electrical engineering services at 15.38% (\$8,000.00) of the amendment amount.

Contract Amendment #2 is requested to extend the agreement to from July 1, 2024 to December 31, 2024 and provide services to increase the design pumping capacity for an additional 5 mgd to accommodate the proposed Pineview Industrial Development as well as other potential future development and growth within the sewer basin. The evaluation and redesign of the pump station improvements will take a year and followed by another year for construction.

ATTACHMENTS:

- **#a:** CA#2 Weston Sampson SS7497 Mill Creek PS.pdf (PDF)
- **#b:** Professional Services Contract MT Memo - SS7497 Mill Creek PS Misc. Improvements (PDF)
- **#c:** PO Mod CA#2 Weston Sampson SS7497 Mill Creek Pump Statio.._.2pdf (PDF)

Contract Amendment #2

SS7497 Mill Creek Pump Station Misc. Improvements

RFQ011-16-17

Weston and Sampson Engineers, Inc.

February 8, 2023

Description of Change: Request change in Agreement for Engineering Services between the City of Columbia (City) and Weston & Sampson Engineers, Inc. (Consultant) executed March 26, 2020 (Agreement) to provide funding for additional design and engineering services to increase the pumping capacity of the Mill Creek Pump Station. This amendment also extends the Agreement from July 1, 2024 to December 31, 2024 for these services.

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

Current and Proposed Change and Basis for Payment:

Original Contract Amount (Term from May 14, 2020 to May 13, 2022; Purchase Order# P184154):	\$294,115.00
Amendment #1 (Time Extension from May 14, 2022 to June 30, 2024; Purchase Order# P184154):	\$00.00
Current Contract Amount:	\$294,115.00
This Contract Amendment #2 (Cost Increase/Addition; Time Extension from July 1, 2024 to December 31, 2024; Purchase Order# P184154):	\$52,000.00
Revised Contract Amount:	\$346,115.00

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

Weston and Sampson Engineers, Inc.

Print Name

Signature

Date

City of Columbia

Office of the City Manager

Teresa Wilson, City Manager

Signature

Date

Witness

APPROVED AS TO FORM



Legal Department City of Columbia, SC

02/09/2023

COST CHANGE AMENDMENT DETAILS

PROJECT NAME: MILL CREEK PUMP STATION MISCELLANEOUS IMPROVEMENTS PROJECT

**CIP NUMBER: # SS7497
Amendment 2**

I. SCOPE ADDITION/DELETION

Weston & Sampson delivered 100% signed and stamped documents for the Mill Creek Pump Station Miscellaneous Improvements Project in July 2021. Bidding occurred in June 2022. The City of Columbia decided not to proceed with awarding the bid that was received. In addition, following discussions with Richland County, the City decided to increase the design pumping capacity of the Mill Creek pump station to 16.2 mgd to accommodate the proposed Pineview Industrial Development as well as other potential future development and growth in the basin. The following change in the existing Engineering Services Agreement is required to put forth technical memorandum which will include an alternatives analysis and summarize the proposed revisions for future detailed design, bidding and construction (under a separate contract or amendment).

As part of the overall redesign effort, the City of Columbia wishes to select Flygt pumps to achieve a firm pumping capacity (3 out of 4 drywell pumps running) of 16.2 mgd and upgrade the electrical system to operate all four drywell pumps simultaneously. In addition, the City wishes to find an advantageous setup to achieve the firm pumping capacity on standby power if possible. The proposed memo would indicate pumps which could achieve the firm pumping capacity and provide an alternatives analysis of three alternatives intended to achieve firm pumping capacity on standby power.

Task 100 –Evaluation and Design Phase Project Management and Administration

110 General Project Administration

Consultant will manage the efforts of its project team members and sub-consultants, assign manpower, delegate responsibilities, review work progress, monitor budget and schedule, and otherwise direct the progress of the work. As part of project administration, Consultant will:

- Communicate with the City through a single point of contact, the Consultant's Project Manager.
- For Tasks 100 through 200, provide monthly schedule updates to the City. The schedule shall be included with an updated Monthly Progress Report to be submitted with a draft invoice to the City for review. The project schedule shall be created in MS Project or Primavera P6. The initial detailed project schedule shall be reviewed by the City before proceeding with the Scope of Service. The schedule shall begin based on the date on the Notice to Proceed and shall use the calendar days as outlined in Section III Schedule. All documents provided to

the City for review shall be provided in hardcopy and electronically in PDF format and loaded to SharePoint.

- Implement and adhere to internal quality control and quality assurance procedures and ensure all work performed by subconsultants meets these procedures prior to issuance of all deliverables.
- 120 Coordination Meetings
 - Throughout the project, the Consultant will maintain regular contact with City staff. Coordination meetings will be virtual. This scope includes a kickoff meeting at the beginning of the project and monthly progress meetings thereafter during the execution of Tasks 100 through 200, and includes a technical memo Design Review Meeting that will occur during a regularly scheduled monthly progress meeting, a total of up to 4 meetings. The Consultant will issue meeting minutes for each meeting during Tasks 100 through 200. After submitting the technical memo, the Consultant will compile comments received from the City and respond with one consolidated set of comments to the City using the City's Standard Comment Form. Responses to the comments will be checked for acceptance by individual reviewers before being accepted and closing out the individual comment. Revisions to the memorandum will subsequently be made (if required) to incorporate the City's comments. This scope assumes up to two hard copies of the memorandum will be submitted. Electronic copies of the memorandum will also be delivered in PDF format and loaded to SharePoint unless otherwise specified. Milestone checklists will be used by the City's review team during the design review meetings. A copy of these checklists will be provided by the City.

130 Project Management & Coordination with the CITY

- Consultant will use SharePoint, a web-based document storage, sharing, and controls website currently in use by the City, to share and file documentation of project progress, data, invoices, monthly progress reports, monthly schedule updates, monthly work summary spreadsheets, permits, emails, decisions, deliverables, and all other design and management aspects. All documents should be loaded within seven (7) days to SharePoint. Consultant is responsible for checking the site monthly and addressing any deficiencies to ensure all content is current, follows the City's standard naming convention for documents, and that all content is loaded under the most appropriate category for each document. Consultant is responsible for breaking out documents such as invoices, monthly progress reports, schedules, etc. into separate categories and not scanning and loading multiple category documents in one file so they can easily be found by searching in categories and by document name.

140 Public Outreach

No public outreach efforts shall be required as a part of this scope of services.

150 Mentor-Protégé Program

- Consultant and Protégé Firm will provide the following in compliance with the

City of Columbia's Mentor-Protégé Program:

- Consultant will continue the existing Mentor-Protégé Agreement with Carper Civil Consulting.
- Consultant will update the existing Mentor-Protégé Business Plan per the "City of Columbia Mentor-Protégé Program Guidelines".
- The updated Mentor-Protégé Project Scope and Mentor-Protégé Business and Implementation Plans will be presented to the City of Columbia for approval.
- Schedule and attend up to one quarterly developmental meeting. The first developmental meeting will be concurrent with project kick-off meeting.
- Comply with deadlines for furnishing information required under the Mentor-Protégé Program.
- Document and maintain copies of communications between the Mentor and the Protégé.
- Prepare and submit a quarterly report form to the City of Columbia's Office of Business Opportunities.

160 Task 100 Deliverables

- Monthly Progress Reports, Invoices, and Schedule updates
- Agenda and Minutes for Monthly Progress meetings
- Minutes, with City review comments, from the technical memorandum review meeting that will occur during a regularly scheduled monthly progress meeting
- Quarterly Mentor-Protégé Program Reports

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

210 Data Assessment

- This task has previously been completed.

220 Develop Recommendations

- This task has already been completed. Pump selection and alternatives analysis for this amendment will be based on flow information provided by the City. Flow information provided by the City will include current peak, average, and minimum daily flows as well as future peak, average and minimum daily flows. Full future flow data sets will be as available; at a minimum the peak future flow will be provided. The schedule is contingent on the City providing these flow values. The Consultant will perform no present or future flow calculations or estimates. The consultant will not evaluate the existing discharge force main for size or capacity. If the full described set of flow information (current and future daily peak, average, and minimum) is not available, the pump selection will be considered preliminary and subject to revision when the full data set is provided by the City. This amendment allows for only a single pump selection;

if the pump selection must be revised based on new or additional data, additional fees will be required.

230 Technical Memorandum

Under this task, the Consultant will prepare a broadly conceptual technical memorandum. This memorandum will not be as detailed as a preliminary design or 30% design memorandum and no equipment selections will be made (other than the Flygt pump preliminary selection). The memorandum will cover two basic topics: selection of new drywell pumps and an alternatives analysis for pump station operation on standby power.

Weston & Sampson will perform non-manifold spreadsheet-based calculations and correspond with Flygt to make a preliminary pump selection to achieve a peak pumping capacity (3 out of 4 pumps are running) of approximately 16.2 mgd. The City will confirm the pump selection using the system model (by their modeling consultant, Hazen and Sawyer) separately from this Contract.

Previous design reports have noted that the existing standby generator may not have the capacity to operate all four drywell pumps simultaneously. The Technical Memorandum will include an alternatives analysis to evaluate options to achieve a pumping capacity greater than the 3 drywell pump capacity (approximately 16.2 mgd) when the pump station is operating on standby power. The following options will be evaluated for feasibility:

- a new generator capable of running all four proposed drywell pumps (no supplemental bypass pumps),
- a new generator capable of running three of the proposed pumps in parallel with one of the diesel powered bypass pumps,
- no changes to the existing generator; operation of as many proposed drywell pumps as possible in parallel with the diesel powered bypass pump(s);

Additional combinations/setups can be evaluated for additional fees.

The alternatives analysis will rank the alternatives from 'most expensive' to 'least expensive' and note relative advantages and disadvantages of each to assist the City of Columbia in making an alternative selection for future detailed design. A general round number multiplier-based range of the cost delta between each alternative will be presented based on engineering judgment; no estimating, calculations, market research, or manufacturer coordination will be performed. No dollar value cost estimates, bottom line, or line items will be presented. For example, the memo will make comparisons similar to the following: 'alternative A is believed to be approximately 3-5 times more expensive than alternative B'. Because the final design of the alternatives will not be fully defined, no calculations will be performed, and the ranges will be subjective and based on past experience of an individual rather than research, final results could differ considerably from what is presented in the memo. A detailed cost summary or total bottom line cost for each alternative will not be presented. No calculations or backup for the cost ranges will be developed or presented.

The diesel powered bypass pumps considered in the Alternatives Analysis will be limited to the Godwin CD300 and CD400 selected in prior design phases. If correspondence with a diesel bypass pump manufacturer (or manufacturers) in an

effort to find a bypass pump suitable for operation with the proposed drywell pumps is required, it can be performed for additional fees. If the analysis determines that the previously selected pumps cannot be operated in parallel with the drywell pumps, options involving such operation will be noted as unfeasible in the memo.

It is uncertain whether a new, upgraded generator will fit in the existing generator building. If a new generator is selected and must be sited in an enclosure above the flood plain in the pump station yard, the memorandum will note this. However, detailed or conceptual design of the generator enclosure or platform will not be performed.

The memorandum will note that the revised pump/equipment design will require upgrades to the existing electrical service, switchgear, etc. and will outline the broad steps required to design that upgrade. The memorandum will also note that the existing pump station ventilation system is probably not in compliance with NFPA 820 and will describe the analysis and design steps that would be required to design an upgrade that can bring the station into compliance.

The Consultant will submit a draft technical memorandum for the City's review and comment. The consultant will incorporate the City's comments (one set) and submit a final memorandum. This submittal will be used as the basis for future preliminary and final design under a separate contract or amendment. It is assumed no further revisions will be requested or comments will be provided after submittal of the final memo.

240 Internal QA/QC

The engineer will perform QA/QC before submitting the draft technical memorandum.

Task 300 - Survey and Utility Mapping

- No new scope for Weston & Sampson is anticipated in this task. The City of Columbia will provide any updated existing data and GIS of the Pump Station, including any updates since the prior design.
- The City has provided Survey with topography and located onsite utilities as part of the prior design. It is assumed no further survey is required.

Task 400 – Geotechnical Investigation

410 Field Investigation

- It is assumed no further work is required for this task.

II. COMPENSATION

The following changes to the initial SS7497 contract are recommended for this proposed amendment:

- Task 100 – Evaluation and Design Phase Administration-Add \$9,500
- Task 200 – Preliminary Planning, Investigation and Feasibility Study-Add \$42,500
- Task 300 – Survey and Utility Mapping-No change
- Task 400 – Geotechnical Investigation-No change
- Task 500 – Final Design-No change
- Task 600 – Permits and Property-No change
- Task 700 – Bidding and Award-No change
- Task 800 - Engineering Services During Construction-No Change
- Task 900 – Not Included
- Task 1000 – Project Closeout-No change
- Task 1100 – Additional Services-No Change

The new contract values based on the above recommended changes are presented below:

- Task 100 – Evaluation and Design Phase Administration: \$28,490
- Task 200 – Preliminary Planning, Investigation and Feasibility Study: \$76,805
- Task 300 – Survey and Utility Mapping: \$4,135
- Task 400 – Geotechnical Investigation: \$2,750
- Task 500 – Final Design: \$121,540
- Task 600 – Permits and Property: \$5,920
- Task 700 – Bidding and Award: \$14,670
- Task 800 - Engineering Services During Construction: \$48,090
- Task 900 – Not Included
- Task 1000 – Project Closeout: \$13,715
- Task 1100 – Additional Services: \$30,000
- Total - \$346,115

January 2023

The new contract values based on the above recommended changes are presented below:

Task Number	Task Title	Original Contract	Previous Amendments	Current Amendment	New Contract Value
Task 100	Evaluation and Design Phase Administration	\$18,990	-	\$9,500	\$28,490 (LS)
Task 200	Preliminary Planning, Investigation, Engineering and Feasibility Study	\$34,305	-	\$42,500	\$76,805 (LS)
Task 300	Survey and Utility Mapping	\$4,135	-	-	\$4,135 (LS)
Task 400	Geotechnical Investigation	\$2,750	-	-	\$2,750 (LS)
Task 500	Final Design	\$121,540	-	-	\$121,540 (LS)
Task 600	Permits and Property	\$5,920	-	-	\$5,920 (LS)
Task 700	Bidding and Award	\$14,670	-	-	\$14,670 (LS)
Task 800	Engineering Services During Construction	\$48,090	-	-	\$48,090 (LS)
Task 900	Not Included	-	-	-	-
Task 1000	Project Closeout	\$13,715	-	-	\$13,715 (LS)
Task 1100	Additional Services	\$30,000	-	-	\$30,000 (HR)
Total Fee		\$294,115	\$0.00	\$52,000	\$346,115

III. SCHEDULE

Revised tasks 100 and 200 are estimated to be completed 4 months from notice to proceed. See the attached schedule, which assumes the noted meeting sequence and City review periods.

IV. SUBCONSULTANT FIRM INFORMATION

The original contract included Carper Civil Consultants as a Protégé Firm and Chao & Associates as a sub-consultant Firm to the Protege, for a Protégé percentage of 20.4%. Howard Engineering was included as a subconsultant at 6.8% of the Contract, for a total combined Protégé/Sub-consultant fee of 27.2%. The updated Protégé and sub-consultant percentages and amounts are listed in the table below for the original contract and each contract amendment, as well as the updated total. This amendment will decrease the Protégé participation from the original contract from 20.4% to 18.6%. Future amendments will have to increase the protégé participation in order to meet the overall project goal.

	Total Contract Amount	Carper Civil Consulting Amount (Protégé)	% of Contract Amount	Chao * Associates Amount (Sub-consultant)*	% of Contract Amount	Howard Engineering Amount (Sub-consultant)	% of Contract Amount
Original Contract	\$294,115	\$60,000	20.4%	\$25,000	8.5%	\$20,000	6.8%
CA#1**	-	-	-	-	-	-	-
CA#2	\$52,000	\$4,320	8.3%	\$0	0.0%	\$8,000	15.4%
New Total Contract Amount	\$346,115	\$64,320	18.6%	\$25,000	7.2%	\$28,000	8.1%

*Chao & Associates is a subconsultant to the Protégé; Chao & Associates has no participation in this amendment.

**CA1 was a no cost time extension.

V. Assumptions and Exclusions:

- If the schedule extends beyond the stated 4 month period, Weston & Sampson will request additional fees for additional meetings, project administration, and/or additional requested tasks. The schedule is contingent upon the City of Columbia providing requested information.
- The City of Columbia/Clean Water will issue a single set of comments only on the draft technical memorandum. Addressing additional comments (for example, on the final memorandum) are excluded from this scope of work.

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- The Technical Memorandum will include no design sketches or preliminary drawings. Equipment locations, piping and layouts will be determined during a future detailed design phase.
- It is assumed that suitable Flygt pumps are available, that they will fit through the existing hatches into the drywell, and that there is sufficient space for them and the stands in the drywell. It is also assumed that there is capacity in the existing force main for these revised flows. All structural engineering, including verifying that the previously designed pump stands will support the proposed pumps and/or designing new pump stands is excluded from this scope of work.
- As noted above, Weston & Sampson will correspond with Flygt to select pumps suitable to the Mill Creek Pump station duty. If required, Weston & Sampson can coordinate with other pump manufacturers for additional fees.
- Coordination by Weston & Sampson with the City's modeling consultant (Hazen and Sawyer) regarding the pump curves and flow information for the proposed pumps is excluded from this scope of work. The Technical Memorandum will recommend that the City's modeling consultant verify the preliminary pump selection and that the operation of the preliminarily selected Mill Creek pumps will not have a detrimental effect on the existing downstream pump stations that manifold to the existing discharge force main. The City, by means of its modeling consultant under a separate contract, will perform the manifold force main modeling/calculations and Weston & Sampson will not revise the pump selection or perform any redesign under this contract as a result of the modeling consultant's findings.
- Coordination with Dominion Energy and design of upgrades to the incoming electrical power supply to run all four future pumps is excluded from this scope. Future design may require revisions to the pole mounted transformer that was previously indicated.
- Evaluation and recommendation of upgrades or changes to the main electrical control panel and its switchgear will be performed in future phases and is excluded from this scope of work.
- The memorandum will include a brief discussion of the PLC appropriate for the new pumps. No VFD selection will be made under this scope of work. Future phases will determine if this equipment can fit in the existing cabinets and if revised cabinets (and possibly a revised platform or a different location) would be required.
- The memorandum will recommend bringing the Mill Creek Pump Station into compliance with NFPA 820 and will outline general steps to do so. However, review of the existing ventilation system for NFPA 820 compliance and provide general alternatives for compliance is excluded from this scope of work.
- Discussion or revision of any of the items designed or evaluated under previous phases of this Contract except the items noted in this proposal is excluded from this scope of work.
- If it is determined that there is no need to site bypass pumps in the pump station yard, it is possible that the previously designed bypass pumping platform could be repurposed for other equipment. However, evaluation of this platform for other purposes is excluded from this scope of work.
- The scope of this proposal does not include recommendations for repurposing the space in the existing generator building if the existing generator is no longer sufficient.

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- General unit costs for the proposed pumps (but not appurtenances such as VFDs, PLCs, revised valves and piping, stands) as provided by the vendor will be presented. Cost comparisons between options will be presented as described under Subtask 230 above.
- The memorandum will not include an evaluation of the previously designed HVAC system in view of the revised electrical equipment heat loads in the conditioned space.
- No permit applications will be submitted and no coordination with permitting agencies will occur under this amendment; it is assumed that this work will occur during future final design.
- Travel to or from the project site/Columbia area for staff located outside of the Columbia office is excluded from this scope of work and can be performed for additional fees.
- All meetings and other coordination will be virtual/remote rather than in person.

Weston & Sampson appreciates the opportunity to perform this work and will be happy to provide additional information if required.

WESTON & SAMPSON ENGINEERS, INC.

A handwritten signature in black ink, reading "Kipling R. Gearhart". The signature is written in a cursive, flowing style.

Kipling R. Gearhart, PE
Regional Manager

Packet Pg. 168

OBO MPP Change Order/Amendment Implementation Plan Addendum

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

OBO Verification	Contract/Change Order Amount	Mentor Amount	Mentor Percentage	Protégé Amount	Protégé Percentage	Subcontractors /Subconsultants Amount	Subcontractors /Subconsultants Percentage
Original Contract:	\$ 294,115	\$ 214,115	72.80%	\$ 60,000	20.40%	\$ 20,000	6.80%
CA# 1:	\$ 0	\$ 0	0%	\$ 0	0%	\$ 0	0%
This Change Order: (CA#2) (Increase)	\$ 52,000	\$ 39,680	76.31%	\$ 4,320	8.31%	\$ 8,000	15.38%
Revised Contract:	\$ 346,115	\$ 253,795	73.33%	\$ 64,320	18.58%	\$ 28,000	8.09%

MPP Project #/Name: Mill Creek PS Miscellaneous Improvements **Contract Amendment #:** 02

Change Order/Amendment Amount: \$52,000

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

In discussions with Richland County, the City decided to increase the design pumping capacity of the Mill Creek PS for an additional 5 mgd (total of 16.2 mgd) to accommodate the proposed Pineview Industrial Development as well as other potential future development and growth within the sewer basin. This involves the design of new pumps, upgrading electrical services and switchgears, evaluate the generator and bypass pumping capacities. Please see the Cost Change Amendment details for more information.

Change Order/Amendment Type:

1. ☒ **Time Extension – New End Date:** 12/31/2024 _____ (Please sign & return form if no cost)
2. ☐ **Change of Subcontractor:** _____ (Please provide reason below for the change, have Mentor and Protégé sign off & return form)

3. ☒ **Funding Increase – \$52,000** (Please continue on to questions 3 A & B below)
 - A. **Will protégé be performing any work within this change order?** ☒ Yes ☐ No (If no, skip to B)
 - **Amount of Change Order/Amendment to be received by the protégé:** \$4,320
 - **Please indicate the services the protégé will be providing for this change order/amendment (in box below):**

This amendment is only for an evaluation of alternatives and Protégé will assist the mentor in identifying alternatives and in the preparation of a Technical Memorandum. There will be another amendment for the detailed design later and Protégé participation will be increased to a minimum of 20%

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

N/A

4. Revised scope of work

Please see the Cost Change Amendment (CA#2) details for additional information.

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

EXECUTED by William T. Keeler (Mentor Firm) this 24th day of Jan 2023.
 By: [Signature] Title: Team Leader / Office Manager
 Firm Name: Weston & Sampson

EXECUTED by Lauren Carper (Protégé Firm) this 24th day of January 2023.
 By: Lauren Carper Title: Principal
 Firm Name: Carper Civil Consulting LLC

OBO Statement for the change order/amendment:

OBO has reviewed this funding increase, revised scope of work, and time extension contract amendment. The original project amount was \$294,115.00. The original amount received by the protégé was \$60,000.00 or 20.40% of the original contract amount. The revised total contract amount is \$346,115.00 which includes the current contract amendment for this project. The protégé will receive \$64,320.00 or 18.58% of the revised total contract amount. This amendment is only for evaluation of alternatives and protégé will assist the mentor in preparation of technical memorandum. There will be another amendment for the detailed design later and protégé participation will be increased to a minimum of 20%.

RECOMMENDED FOR APPROVAL: EXECUTED by the Office of Business of Opportunities, Compliance Division on this
25th day of January, 2023.

By: LaTonya B Germany Title: Program Compliance Specialist

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



SS7497
Mill Creek Pump Station
Misc. Improvements Project

Prepared For: Water 2020

1 inch = 100 feet

0 50 100 Feet

Legend

- Sewer Manhole
- Sewer Pump Station (Active, City)
- Sewer Pressurized Mains (Active, City)
- Sewer Gravity Mains (Active, City)
- Sewer Gravity Mains ($\geq 15'$)

Basin Boundary

Tax Parcel



We Are Columbia

MEETING DATE: March 7, 2023

DEPARTMENT: Procurement and Contracts

FROM: *Shannon Lizewski, Interim Director*

SUBJECT: Council is asked to approve Contract Amendment #3 for Project SS7424; Broad River 02 Sewer System Evaluation Study and Sewer Rehabilitation Services, as requested by Columbia Water on February 10, 2023. Award to AECOM in the amount of \$212,560.00. This amendment extends the agreement from July 1, 2023 to June 30, 2024. This firm is located in Columbia, SC.

REQUISITION NO.: R182684

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: Water & Sewer Capital Projects, Capital Project Costs (5529999-SS728801-658650). The original budget amount is \$1,522,423.00. The budget amount for this amendment is \$212,560.00. The total revised budget amount is \$1,734,983.00.

BUSINESS PROGRAM: Mentor Protege Program

CLEAN WATER 2020?: Yes

FOCUS AREAS: Innovative & High Quality Municipal Services

PURPOSE:

This is a Clean Water 2020 Program project and a Mentor Protégé Program project. AECOM is the mentor and will provide general services during construction that includes construction administration, along with construction observation and inspection services at 79.66% (\$169,315.00) of the amendment amount.

DESA, Inc., a Minority Business Enterprise (W) located in Columbia, SC, is the protégé and will provide construction administration and observation services at 20.34% (\$43,245.00) of the amendment amount.

Contract Amendment #3 is requested to extend the agreement from July 1, 2023 to June 30, 2024 and provide funding for additional project management, general services during construction, and full time construction inspection services, as the project resulted in a longer construction schedule.

ATTACHMENTS:

- **#a:** Professional Services CA MT Memo SS7424 BR02 SSES_Feb 2023 (PDF)
- **#b:** SS7424 Project Tear Sheet (PDF)
- **#c:** PO Mod SS7424 Broad River SSES Rehab. - AECOM (PDF)
- **#d:** CA#3 SS7424 Broad River SSES Rehab. - AECOM(PDF)
- **#e:** BR02_SSES_Site Map_SS7423 CA#3 (PDF)

SS7424 Broad River 02 Sewer System Evaluation Study and Sewer Rehabilitation Services

RFQ005-16-17

AECOM Technical Services, Incorporated

February 14, 2023

Description of Change: Request change in Agreement for Engineering Services between the City of Columbia (City) and AECOM Technical Services, Incorporated (Consultant) executed May 22, 2018 (Agreement) to provide funding for additional project management, general services during construction, and full time construction inspection services, as the project resulted in a longer construction schedule. This amendment also extends the Agreement from July 1, 2023 to June 30, 2024 for these services.

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

Current and Proposed Change Basis for Payment:

Original Contract Amount (Term from June 4, 2018 to June 30, 2020; Purchase Order# P171506):	\$1,522,423.00
Contract Amendment #1 (Time Extension from July 1, 2020 to June 30, 2021; Purchase Order# P171506):	\$0.00
Contract Amendment #2 (Time Extension from July 1, 2021 to June 30, 2023; Purchase Order# P171506):	\$0.00
Current Contract Amount:	\$1,522,423.00
This Contract Amendment #3 (Funding Increase; Time Extension from July 1, 2023 to June 30, 2024; Purchase Order# P171506):	\$212,560.00
Revised Contract Amount:	\$1,734,983.00

This Change is Acceptable:

Name of Firm

AECOM Technical Services, Incorporated

V. Craig Metts, P.E., AVP

Print Name



Signature

2/22/2023

Date

City of Columbia

Office of the City Manager

Teresa Wilson, City Manager

Signature

Date

Witness

APPROVED AS TO FORM

 Legal Department City of Columbia, SC
 02/22/2023

OBO MPP Change Order/Amendment Implementation Plan Addendum

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

OBO Verification	Contract/Change Order Amount	Mentor Amount	Mentor Percentage	Protégé Amount	Protégé Percentage	Subcontractors/Subconsultants Amount	Subcontractors/Subconsultants Percentage
Original Contract:	\$1,522,423.00	\$935,587.00	61.45%	\$303,752.00	19.95%	\$283,084.00	18.59%
CO# 1:	\$ 0	\$ 0	0%	\$ 0	0%	\$ 0	0%
CO# 2:	\$ 0	\$ 0	0%	\$ 0	0%	\$ 0	0%
CO# :	\$ 0	\$ 0	0%	\$ 0	0%	\$ 0	0%
CO# :	\$ 0	\$ 0	0%	\$ 0	0%	\$ 0	0%
CO# :	\$ 0	\$ 0	0%	\$ 0	0%	\$ 0	0%
This Change Order: (Increase)	\$212,560.00	\$160,195.00	75.36%	\$43,245.00	20.34%	\$9,120.00	4.29%
Revised Contract:	\$1,734,983.00	\$1,095,782.00	63.16%	\$346,997.00	20.00%	\$292,204.00	16.84%

MPP Project #/Name: SS7424 BR02 SSES/Rehab

Change Order #: 03 (Ex: 01, 02)

Change Order/Amendment Amount: \$212,560.00

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

The Project is currently under construction. Additional compensation is requested due to extended construction schedule.

Change Order/Amendment Type:

- ☒ **Time Extension – New End Date:** June 30, 2024 (Please sign & return form if no cost)
- ☐ **Change of Subcontractor:** _____ (Please provide reason below for the change, have Mentor and Protégé sign off & return form)

- ☒ **Funding Increase – Amount** (Please continue on to questions 3 A & B below)

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

- Amount of Change Order/Amendment to be received by the protégé: \$43,245.00
- Please indicate the services the protégé will be providing for this change order/amendment (in box below):

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

4. Revised scope of work

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

EXECUTED by V. Craig Metts (Mentor Firm) this 9th day of February, 2023.

By: V. Craig Metts, P.E. Title: Associate Vice President

Firm Name: AECOM Technical Services, Inc.

EXECUTED by Diane E. Sumpter (Protégé Firm) this 9th day of February 2023.

By: Diane E. Sumpter Title: President & CEO

Firm Name: DESA, Inc.

OBO Statement for the change order/amendment:

OBO has reviewed this funding increase, time extension and cost details contract amendment. The original project contract amount was \$1,552,423.00. The original amount received by the protégé was \$303,752.00 or 19.95% of the total contract amount. The revised project contract amount, to include previous amendments and the current amendment, is \$1,734,983.00. The protégé will receive \$346,997.00 or 20% of the revised total contract amount.

RECOMMENDED FOR APPROVAL: EXECUTED by the Office of Business of Opportunities, Compliance Division on this
10th day of February, 2023.

By: LaTonya B Germany Title: Program Compliance Specialist

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

COST CHANGE AMENDMENT DETAILS

**PROJECT NAME: BR02 Sewer System Evaluation Study and Sewer Rehabilitation
Implementation
CIP NUMBER: SS7424**

I. SCOPE ADDITION/DELETION

The following changes in existing Task 1, Task 6.1 and Task 6.2 are required.

Task 1.0 – Project Management and Administration During Assessment, Design and Construction Administration

AECOM is contracted to provide Project Management and Administration Services during assessment, design and construction administration. This includes services from Task 1.0 through Task 6.0 which is construction services. The original contract included 33 months (June 4, 2018, through March 8, 2021) of Project Management and Administration. Currently the project is anticipated to have a duration of 68 months. The additional months are a result of the following, but are not limited to permit review delays outside the control of AECOM, re-permitting due to regulatory changes outside the control of AECOM, delays in obtaining easements necessary for the project, the period of time between bid document delivery and actual bidding, and the addition of 45 days to the Construction Contract with AM-Liner for the Colonial Drive Re-Route. Task 1 had a budget for a 33-month period. The original funding in Task 1.0 was utilized to cover Project Management services for month 1 through month 53 as monthly activity levels varied over the first four years of the project. The project is now active during construction. Additional funding is necessary to cover Project Management services for months 54 through 68 (15 months)

Total recommended budget change for this work: **\$44,830.00**

Task 6.1 – General Services During Construction

AECOM is contracted to provide General Services During Construction during the construction phase of the project. The original contract included a 12-month construction period. The construction contract issued by the City for this work includes a 16.5-month construction period. 4.5 additional months of General Services During Construction are necessary. AECOM's current contract provides services through 8/13/23. This addition will extend the period to 12/24/23.

Total recommended budget change for this work: **\$46,370.00**

Task 6.2 – Full Time Construction Inspection

AECOM is contracted to provide Full Time Construction Inspection during the construction phase of the project. The original contract included a 12-month construction period. The construction contract issued by the City for this work includes a 16.5-month construction period. 4.5 additional months or 19 weeks of Full Time Construction Inspection are necessary. AECOM's current contract provides services through 8/13/23. This addition will extend the period to 12/24/23. In total, 912 additional hours are necessary to complete to the job. To date there are 2,280 hours of inspection contracted. With this change, the new total will be 3,192 hours of inspection contracted. The additional 912 hours will be billed at a rate of \$105.65/hr.

The new weekly breakdown is as follows:

- Weeks 1-4 @ 16 hrs/week; 7/18/22 – 8/14/22 (64 Total Hours)
- Weeks 5-8 @ 40 hrs/week; 8/15/22 – 9/11/22 (160 Total Hours)
- Weeks 9-62 @ 48 hrs/week; 9/12/22 – 9/24/23 (2,592 Total Hours)
- Weeks 63-69 @ 40 hrs/week; 9/25/23 – 11/12/23 (280 Total Hours)
- Weeks 70-75 @ 16 hrs/week; 11/13/23 – 12/24/23 (96 Total Hours)

Total recommended budget change for this work: **\$96,360.00**

Task 7.0 – Client Controlled Contingency for Additional Services

Additional funds are for items as outlined in Task 7.0 – Additional Services in the original contract and must be authorized by the City prior to use.

Total recommended budget change for this work: **\$25,000.00**

II. COMPENSATION

The following changes to the initial SS7424 contract are recommended for this proposed amendment:

- Task 1.0 – Project Management and Administration During Assessment, Design and Construction Administration - \$44,830
- Task 6.1 – General Services During Construction - \$46,370
- Task 6.2 – Full Time Construction Inspection - \$96,360
- Task 7.0 – Client Controlled Contingency for Additional Services - \$25,000

The new contract values based on the above recommended changes are presented below:

- Task 1.0 - \$143,861
- Task 2.0 - \$159,000

- Task 3.0 - \$605,484
- Task 4.0 - \$105,375
- Task 5.0 - \$58,075
- Task 6.1 - \$184,603
- Task 6.2 - \$315,183
- Task 7.0 - \$163,402
- Total - \$1,734,983

The new contract values based on the above recommended changes are presented below:

Task Number	Task Title	Original Contract	Previous Amendments	Current Amendment	New Contract Value
Task10	Project Management and Administration	\$99,031	\$0	\$44,830	\$143,861
Task20	Data Management	\$159,000	\$0	\$0	\$159,000
Task30	Sewer Assessment	\$605,484	\$0	\$0	\$605,484
Task40	Sewer Assessment Results and Preliminary Design Report	\$105,375	\$0	\$0	\$105,375
Task50	Rehabilitation Implementation	\$58,075	\$0	\$0	\$58,075
Task61	General Services During Construction	\$138,233	\$0	\$46,370	\$184,603
Task62	Full Time Construction Inspection	\$218,823	\$0	\$96,360	\$315,183
Task70	Contingency	\$138,402	\$0	\$25,000	\$163,402
Total Fee		\$1,522,423	\$0	\$212,560	\$1,734,983

III. SCHEDULE

Addition of 366 Days. The current contract completion date of June 30, 2023 and will be revised as a result of this amendment. The new contract completion date is June 30, 2024

IV. SUBCONSULTANT FIRM INFORMATION

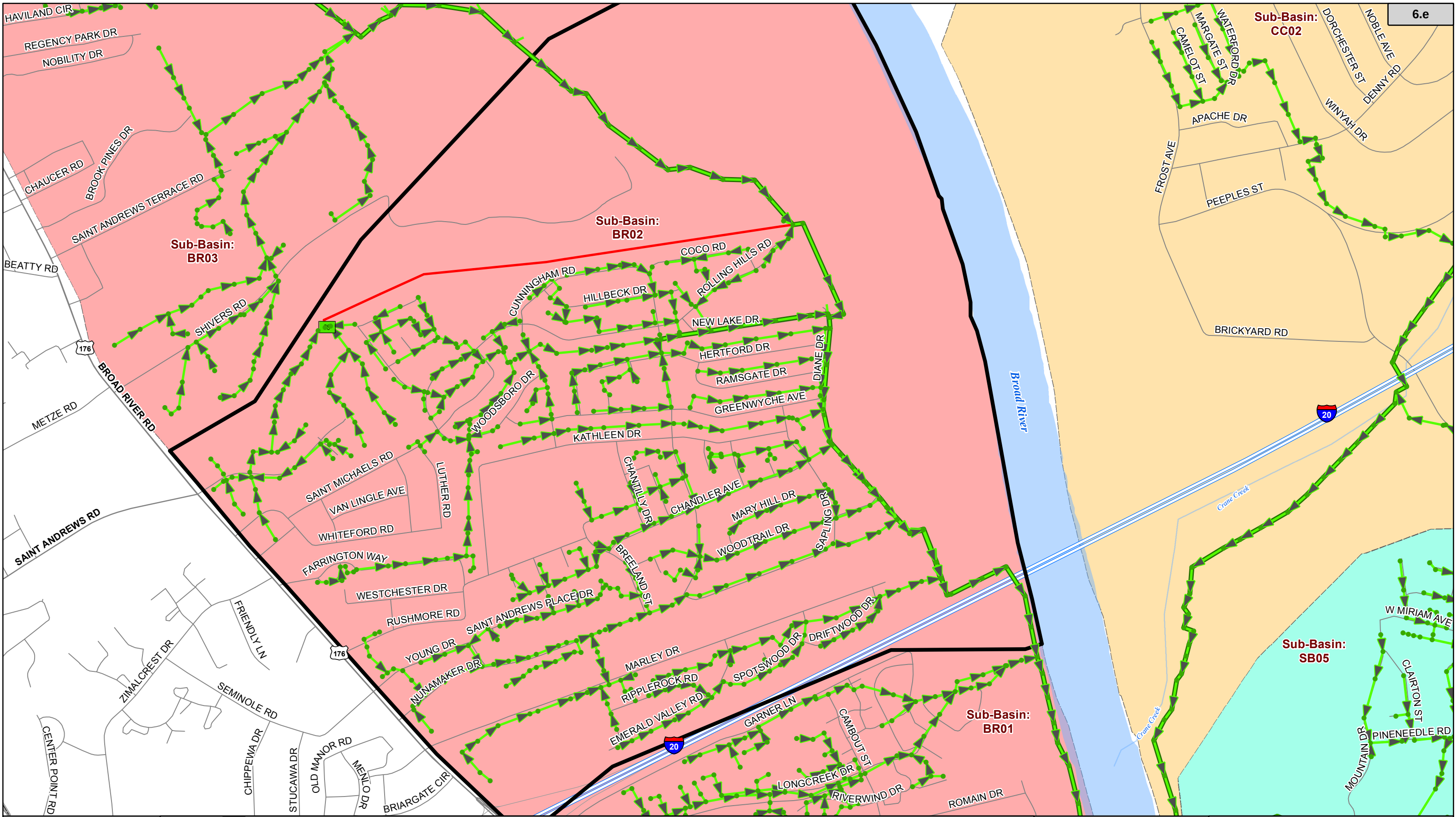
The original contract included DESA, Inc. as a Protégé Firm, Hydrostructures as a sub-consultant Firm, for a Protégé percentage of 20.0% and total combined Protégé/Sub-

consultant fee of 39.1%. The updated Protégé and sub-consultant percentages and amounts are listed in the table below for the original contract and each contract amendment, as well as the updated total. This amendment will make the Protégé participation 20.0%.

	Total Contract Amount	DESA Amount (Protégé)	% of Contract Amount	Hydrostructures Amount (Sub-consultant)	% of Contract Amount
Original Contract	\$1,522,423.00	\$303,752.00	20.0%	\$283,084.00	18.6%
CA#1*	\$0	\$0	N/A	\$0	N/A
CA#2*	\$0	\$0	N/A	\$0	N/A
CA#3	\$212,560.00	\$43,245.00	20.3%	\$0	0.0%
New Total Contract Amount	\$1,734,983.00	\$346,997.00	20.0%	\$292,204.00**	16.8%

*CA#1 and CA#2 were time extension amendments.

**Hydrostructures contracted an additional \$9,120.00 that was not associated with a City Contract Amendment.



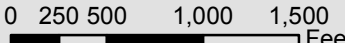



PIA: Jan 5, 2018
Project Location: Maps\CIP\SS7424 BR02 SSES

 BR02  Sewer Manhole  PS Sewer Pump Station	 Sewer Force Main  Sewer Gravity Main  Sewer Gravity Main >= 15"	 Broad River  Crane Creek  Gills Creek  Mill Creek	 Rocky Branch  Saluda River  Smith Branch  West Columbia
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1 inch = 1,000 feet



0 250 500 1,000 1,500 Feet

SS7424
Broad River 02 SSES
Area Map

Prepared For: Cle

Packet Pg. 181



We Are Columbia

MEETING DATE: March 7, 2023

DEPARTMENT: Procurement and Contracts

FROM: Shannon Lizewski, Interim Director

SUBJECT: Council is asked to approve a new Professional Services Agreement for Project SS7619; Construction Administration and Observation Services for Annual Pipe Rehabilitation, as requested by Columbia Water on January 17, 2023. Award to Weston and Sampson in an amount not to exceed \$360,438.00. The term of this agreement is one year. This firm is located in Columbia, SC.

REQUISITION NO.: R220787

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: Water and Sewer Capital Projects - Annual Pipe Rehabilitation - Capital Project Costs (5529999-SS761901-658650). The original budget amount is \$360,438.00.

BUSINESS PROGRAM: Mentor Protege Program

CLEAN WATER 2020?: No

PURPOSE:

This is a Mentor Protégé Program project. Weston and Sampson is the mentor and will provide project management, scheduling, and technical training at 71.15% (\$256,438.00) of the total contract amount.

CES Group Engineers, LLP, a Minority Business Enterprise (W), located in Columbia, SC, is the protégé and will provide construction observation and inspection services at 28.85% (\$104,000.00) of the total contract amount.

There were twelve (12) responses to the Category II Minor Wastewater Collection System Projects under solicitation RFQ011-16-17-NMJ.

ATTACHMENTS:

- **#a:** SS7619_Final_Agreement_Annual_Pipe_Rehab (PDF)

Weston and Sampson
SS7619 Construction Administration and Observation
Services for Annual Pipe Rehabilitation



AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is being awarded under procurement method RFQu011-16-17-NMJ Major/Minor Wastewater Collection Systems – Category II Minor.

1. **PURPOSE** – This Agreement is entered into as of the date of the last signature affixed hereto, by and between the City of Columbia, South Carolina (hereinafter referred to as the “City”) and Weston and Sampson, (hereinafter referred to as the “Engineer,”), to provide construction administration and observation services for annual pipe rehabilitation for the City of Columbia, SC.

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

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

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

Weston and Sampson
SS7619 Construction Administration and Observation
Services for Annual Pipe Rehabilitation

4. **TERM OF AGREEMENT** – The term of the Agreement is the date of the execution of a *Notice to proceed and a valid Purchase Order from the City of Columbia* for an initial term of one (1) year.

The decision whether to extend the Agreement, upon written request, shall be the sole and exclusive discretion of the City and neither party shall be under any obligation to agree to an extension of the initial term or any additional term. The decision to extend the initial term and any subsequent extension periods may be determined no later than 90 days prior to the end date of each period.

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

6. **COMPENSATION** – (See Exhibit C)

A. The total compensation to be paid by the City to the Engineer under this Agreement shall not exceed Three Hundred Sixty Thousand, Four Hundred Thirty-Eight Dollars and No/100 (\$360,438.00).

B. The Engineer shall submit invoices no more frequently than monthly for services rendered during each phase of the Project. Each invoice submitted must describe the services for which payment is requested, show payment calculations and specify the person(s) rendering such service(s). Engineer must invoice monthly regardless of work being completed during that period. If no work is completed, a zero balance invoice should be submitted. **Each invoice must also clearly identify any portion of the fee invoiced for subcontracted services, including any such services that are specified in the Summary of Proposed Subconsultants shown on Exhibit D hereto.** Each invoice shall bear the signature of the Engineer, whose signature shall certify that the information contained in the invoice is true and accurate and

Weston and Sampson
SS7619 Construction Administration and Observation
Services for Annual Pipe Rehabilitation

that the invoice amount is currently due and owing. The City will not pay interest or penalty on any past due amount.

C. Invoicing Procedure

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

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

1. The Engineer is required to pay all Subconsultants and material suppliers for all work that the Subconsultant has satisfactorily completed, no later than twenty (20) calendar days after the Engineer has received payment from the City.
2. In addition, all retainage amounts received from the City by the Engineer must be paid by the Engineer to the Subconsultant no later than fourteen (14) calendar days after the Subconsultant has, in the opinion of the City, or designee, satisfactorily completed its portion of the Work.
3. A delay in or postponement of payment to the Subconsultant or material supplier requires good cause and prior written approval of the City or designee.
4. The Engineer is required to include, in each Subcontract, a clause requiring the use of appropriate arbitration mechanisms or other method to resolve all payment disputes.
5. The City will not pay the Engineer for subsequent work performed unless and until the Engineer ensures that the Subconsultants have been promptly paid for the work they have performed under all previous payment requests, as evidenced by the filing of City lien waivers,

Weston and Sampson
SS7619 Construction Administration and Observation
Services for Annual Pipe Rehabilitation

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

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

E. Affirmative Action Procurement and Contracting Goals:

It is the goal of the City of Columbia, SC to maximize opportunities for historically Disadvantaged Business Enterprises (DBEs) including, but not limited to, Small Business Enterprises (SBEs), Minority Business Enterprises (MBEs), and Women-Owned Business Enterprises (WBEs). The City has implemented an overall citywide 15% goal to encourage socially and economically disadvantaged business participation. This goal extends to bidders, contractors, Subconsultants and suppliers on its procurement and contracting offerings.

Additional information on the City's affirmative action goals and objectives may be obtained by contacting the following office: City of Columbia Office of Business Opportunities, 1401 Main Street, 4th Floor, Columbia, SC 29201, (803) 545-3950.

The City's success in tracking the amount of business received by SBE, MBE and WBE firms (whether as a prime Engineer or Subconsultant) is dependent

Weston and Sampson
SS7619 Construction Administration and Observation
Services for Annual Pipe Rehabilitation

upon the business community partnering with the City in this important endeavor.

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

F. Subcontracting Goals

Under this Agreement, the subcontracting goals are as follows:

SB Goals	<u>N/A</u>	%
MBE	<u>N/A</u>	%
WBE	<u>28.85</u>	%
LSA	<u>N/A</u>	%

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

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

The City of Columbia encourages, where economically feasible, establishment of mentor-protégé relationships to ensure contracting opportunities for all businesses, including minority / women / small business enterprises. The Mentor-Protégé Program (MPP) helps develop private sector business relationships and enhances the contracting capabilities of minority-owned business enterprises (MBE), women-owned business enterprises (WBE), and small business enterprises (SBE). In order to provide opportunities for growth and to encourage hands-on business relationships, certain capital improvement projects may be designated by the City of Columbia as Mentor-Protégé Program projects. The City of Columbia has determined that participation in

Weston and Sampson
SS7619 Construction Administration and Observation
Services for Annual Pipe Rehabilitation

the City's Mentor-Protégé Program is required for this project. The MPP goal for this requirement is 28.85%

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

8. INDEMNIFICATION & INSURANCE

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

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

Workers Compensation Insurance: The Engineer shall procure and shall maintain during the life of this Agreement, Workers Compensation Insurance for all employees to be engaged in work on the project under this Agreement, and in case any work is subcontracted, the Engineer shall require the Subconsultant similarly to provide Worker Compensation Insurance for all of the latter employees to be engaged in such work unless such employees are covered by the protection afforded by the Engineers Worker Compensation Insurance. The Engineer shall not permit any person who is not protected by

Weston and Sampson
SS7619 Construction Administration and Observation
Services for Annual Pipe Rehabilitation

Workers Compensation Insurance or a properly approved Self-Insured Workers Compensation Program to perform any activity related to this Agreement.

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

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

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

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

Weston and Sampson
SS7619 Construction Administration and Observation
Services for Annual Pipe Rehabilitation

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

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

9. **PERMITS & LICENSES**

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

Weston and Sampson
SS7619 Construction Administration and Observation
Services for Annual Pipe Rehabilitation

approvals and/or permits identified by the Engineer and pay any costs relating to same.

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

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

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

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

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

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

- A. DUE TO UNAVAILABILITY OF FUNDS: Payment and performance obligations for succeeding fiscal periods shall be subject to the availability and appropriation of funds therefor. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the contract shall be canceled. In the event of a cancellation pursuant to this paragraph, contractor will be reimbursed the resulting unamortized, reasonably incurred, nonrecurring costs. Contractor will not be reimbursed any costs amortized beyond the initial contract term;
- B. The Engineer fails to perform any of the services required in this Agreement and does not correct such deficiency within fifteen (15) days after being notified by the City of such deficiency;
- C. Force Majeure;
- D. The City, at its sole option and discretion, has the right to terminate this Agreement for any reason whatsoever. A termination for default under this Agreement, if wrongfully made, shall be treated as a termination for convenience under this clause;
- E. Upon expiration of the term of this Agreement; and
- F. By mutual agreement.

Notice of termination shall be sent by registered mail, return receipt requested. In the event of termination, the Engineer shall only be entitled to the actual direct costs of all labor and material expended on the services required under this Agreement prior to the effective date of the termination or the Engineer

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

13. **OWNERSHIP OF PROJECT** - All data, documents or other information of any description generated by or used by the Engineer or any Subconsultant retained by the Engineer and related to the services required by this Agreement shall be the property of the City and shall not be used by the Engineer for any purpose whatsoever except to perform the services required by this Agreement.
14. **OWNERSHIP OF PROJECT DOCUMENTS** - All data, documents or other information of any description generated by or used by the Engineer or any Subconsultant retained by the Engineer and related to the services required by this Agreement shall be the property of the City and shall not be used by the Engineer for any purpose whatsoever except to perform the services required by this Agreement.
15. **NOTICE** - All notices and communications in connection with this Agreement will be addressed to the following:

City of Columbia

Name: Office of Procurement and Contracts
Title: Purchasing Agent
Address: 1800 Main Street
Second Floor
Columbia, SC 29201
Phone: (803) 545-3470
Fax: (803) 758-1013
Email: procurement@columbiasc.gov

Weston and Sampson

Name: Tom Keefer
Title: Project Manager
Address: 1201 Main Street, Suite 930
Columbia, SC 29201
Phone: 803-667-9904
Fax: 803-977-0100
Email: keefert@wseinc.com

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16. **CONSENT DECREE - Non-Applicable**

- A. The services performed by the Engineer pursuant to this Agreement are required in whole or in part to satisfy the terms of the Consent Decree entered by the United States District Court for the District of South Carolina on May 21, 2014, in the case captioned *The United States of America and State of South Carolina by and through the Department of Health and Environmental Control v. City of Columbia*, Civil Action No. 3:13-2429-TLW (the "Consent Decree"), a copy of which has been provided to the Engineer by the City and is incorporated by reference herein. The Engineer 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 Engineer 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 Engineer's possession or control that relate in any manner to the Engineer's performance under this Agreement ("Preserved Documents"). Upon the Engineer's performance of all services required under this Agreement, the Engineer shall provide the City with all Preserved Documents. In addition to the requirements above, the Engineer shall provide the City with all Preserved Documents upon termination of this Agreement.
- C. Upon the occurrence of a force majeure event as defined in Paragraph 55 of the Consent Decree, the Engineer shall provide notice to the City's Director of Utilities and Engineering in person, by phone, or by electronic mail within twenty-four (24) hours of when the Engineer first knew or should have known that the event might cause a delay. Within three (3) days thereafter, the Engineer shall provide written notice in accordance with Section XII above to

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- 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 Engineer's rationale for attributing such delay to a force majeure event. The Engineer shall include with any notice all available documentation supporting the claim that the delay was attributable to a force majeure event.
- D. The Engineer shall reimburse the City the amount of any stipulated penalties imposed on the City pursuant to Paragraph 47 of the Consent Decree if the Engineer neglects, fails, or refuses to meet the deadlines set forth in Exhibit B attached hereto. The Engineer agrees that any failure to meet such deadlines will result in the City's failure to meet the deadlines set forth in the Consent Decree except in the event of force majeure notice by the Engineer that results in the extension of said deadline by the U.S. Environmental Protection Agency under the Consent Decree. The City reserves all other remedies available for the Engineer's failure to perform pursuant to the Agreement.
- E. The Engineer shall perform the services pursuant to this Agreement using sound Engineering practices as set forth in Paragraph 9 of the Consent Decree.

17. MISCELLANEOUS

- A. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and the Engineer.
- B. The Engineer shall be responsible for performance of all services required by this Agreement. The Engineer does not act as the City's agent or employee.

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- C. The Engineer will not assign or sublet its obligations to perform the services required by this Agreement without the written consent of the City. The Engineer shall be as fully responsible to the City for the acts and omission of its Subconsultants, as it is for the acts and omissions of persons directly employed by the Engineer.

The Engineer shall furnish and its Subconsultants shall furnish all information and reports required hereunder.

- D. In the event there are any disagreements between the City and the Engineer with regard to any of the requirements, specifications or interpretation of this Agreement, the Engineer agrees to defer to the reasonable interpretations of the City as, from time to time, may be made by the City. Ambiguities in the terms of this Agreement, if any, shall not be construed against the City.
- E. This Agreement shall be construed in accordance with the laws and City of Columbia Code of Ordinances and those of the State of South Carolina. The Engineer agrees to subject itself to the jurisdiction and venue of the courts of Richland or Lexington County, State of South Carolina as to all matters and disputes arising or to arise under this Agreement and the performance thereof. The City may seek attorney's fees and the Engineer 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 Engineer.
- F. This Agreement represents the entire agreement between the City and the Engineer and supersedes all prior communications, negotiations, representations or agreements, either written or oral. The parties may amend this Agreement at any time provided that such Amendments are executed in writing, signed by a duly authorized representative of both organizations, and approved, where applicable, by the City's governing body.

The City may, in its discretion, amend this Agreement to conform with federal, state, or local governmental guidelines, policies and available funding amounts,

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- or for other reasons. If such Amendments result in a change in the funding, the scope of services, or schedule of, the activities to be undertaken as part of the Agreement, such modifications will be incorporated only by written amendment signed by both the City and the Engineer.
- G. The failure of either the Engineer or the City to insist upon the strict performance of any provision of this Agreement shall not be deemed to be a waiver of the right to insist upon strict performance of such provision or of any other provision of this Agreement at any time. Partial payment by the City shall not be construed as a waiver. Waiver of any breach of this Agreement shall not constitute waiver of a subsequent breach.
- H. In the event any provision of this Agreement is determined to be void or unenforceable, all other provisions shall remain in full force and effect.
- I. This Agreement is subject to City Council approval.
- J. The Engineer acknowledges, for itself and its Subconsultants, that it is subject to the provisions of the 1991 Ethics Reform Act (8-13-100, et seq, South Carolina Code of Laws, 1976, as amended). Under this Act, "A person may not, directly or indirectly, give, offer, or promise anything of value to a public official, public member, or public employee with intent to:
1. influence the discharge of a public official's, public member's, or public employee's official responsibilities;
 2. influence a public official, public member, or public employee to commit, aid in committing, collude in, or allow fraud on a governmental entity;
- or,

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3. induce a public official, public member, or public employee to perform or fail to perform an act in violation of the public official's, public member's, or public employee's official responsibilities.

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

- K. In carrying out the service, the Engineer shall not discriminate against any employee or applicant for employment because of that employee or applicant's age, sex, gender, gender identity or expression, sexual orientation, race, religion, creed, color, disability, national origin, veteran or military status, political affiliation, or any other characteristic protected by federal, state, or local laws ("protected characteristic"). The Engineer shall take affirmative steps to ensure equal employment opportunities for all applicants for employment, without regard to their protected characteristics. For the purpose of this Non-Discrimination in Contracting Policy, the term "sex" includes medical needs and / or lactation needs arising from pregnancy, childbirth, or related medical conditions pursuant to the South Carolina Pregnancy Accommodations Act, 2018 S.C. Act No. 244. This Non-Discrimination in Contracting Policy extends to all aspects of the Engineer's operations, including, but not limited to the Engineer's employment practices (including selection, hiring, assignment, re-assignment, training, promotion, transfer, compensation, layoff, leave of absence, return from layoff or leave of absence, discipline, and termination); selection of volunteers and vendors, and provision of services. The Engineer shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the government setting forth the provisions of this Non-Discrimination in Contracting Policy. The Engineer shall incorporate the provisions of this Non-Discrimination in Contracting Policy in all subcontracts for service work.

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- L. This Agreement shall be binding upon the respondent and upon its successors and assignees. This Agreement shall be binding upon the City in accordance with its terms and provisions.
- M. All of the reports, information, data, records or documents of any kind, prepared or assembled by the Engineer under this Agreement are matters of public record, but that the Engineer agrees that they shall only be made available to any individual or organization by the City and the Engineer shall not make them available to any individual or organization without the prior written approval of the City.
- N. Every exhibit, schedule and appendix attached to this Agreement and referred to herein is hereby incorporated into this Agreement by reference unless this Agreement expressly provides otherwise. This Agreement, exhibits and other documents include, but are not limited to the Conflict of Interest Statement, Non-collusion Affidavit, Business Information Record for Subconsultants /Subcontractors, Local Business Enterprise, and Mentor Protégé Implementation forms are incorporated by reference in this Agreement and set forth the entire understanding between the parties hereto regarding the subject matter hereof.

**REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK – SIGNATURE PAGE
FOLLOWS**

Weston and Sampson
SS7619 Construction Administration and Observation
Services for Annual Pipe Rehabilitation

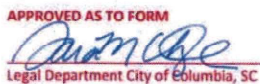
Witness the parties' respective hands and seals on the date first written below.

CITY OF COLUMBIA, SOUTH CAROLINA

Witness

Teresa Wilson, City Manager

Date: _____

APPROVED AS TO FORM

Legal Department City of Columbia, SC

02/13/2023

WESTON AND SAMPSON

Kipling R. Gearhart
Regional Manager

Print: Name/Title

Kipling R. Gearhart

Signature

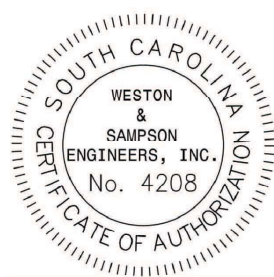
Date: 02-17-23

(Corporate Seal)

Attest

Mandy Keifer

Signature



Date: 2/20/23

Weston and Sampson
SS7619 Construction Administration and Observation
Services for Annual Pipe Rehabilitation

List of Exhibits

Exhibit A – Scope of Services

Exhibit B – Schedule for Completion of Services

Exhibit C – Compensation

Exhibit D – Business Information Statement for Subconsultants/Subcontractors

Exhibit E – Mentor Protégé Implementation Plan

EXHIBIT A

SCOPE OF SERVICES

City of Columbia CIP # SS7619

Construction Administration and Observation Services for Annual Pipe Rehabilitation

The services performed as a part of this Scope of Services include providing construction administration and observation services to the City of Columbia (CITY) for the SS6966 Annual Rehabilitation of Sewers Less than 15-inches.

SS76196 Annual Rehabilitation of Sewers Less than 15-inches is an annual contract for different methods of rehabilitation of pipelines less than 15" diameter (8" – 12"). The Rehabilitation Contract incorporates various methods of rehabilitation to include complete line replacement, pipe bursting, CIPP, and other rehabilitation techniques.

In general, Weston & Sampson (ENGINEER) will provide the following scope of services:

- Engineering Services During Construction
- Site Visits and Construction Observation

ENGINEER will also be participating in the City of Columbia's Mentor Protégé Program as part of this project, utilizing CES Engineering Group, LLP as the Protégé.

TASK 100 – Evaluation and Design Phase Administration

- This service is not provided under this Scope of Services.

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

- This service is not provided under this Scope of Services.

TASK 300 – Survey and Utility Mapping

- This service is not provided under this Scope of Services.

TASK 400 – Geotechnical Investigation

- This service is not provided under this Scope of Services

TASK 500 – Final Design

- This service is not provided under this Scope of Services.

TASK 600 – Permits and Property

- This service is not provided under this Scope of Services.

TASK 700 – Bidding and Award

- This service is not provided under this Scope of Services.

TASK 800 – Engineering Services During Construction

General Information

This Scope for General Services during Construction includes services for SS76196 Annual Rehabilitation of Sewers Less than 15-inches.

The ENGINEER acknowledges by signing this Contract that they have received a copy of the Contract Documents for SS7619, and that they have familiarized themselves with all requirements of that Contract, and that they have taken these requirements into account when pricing the work of this Contract.

The ENGINEER will provide general services during construction as described herein for the above project. In the performance of its services during the Construction Phase, the ENGINEER shall not supervise, direct or have any control over CONTRACTOR's work, nor shall the ENGINEER have authority over or responsibility for the means, methods, techniques, sequences, procedures of construction or safety precautions and programs incidental to the work selected by the CONTRACTORS, or for any failure of the CONTRACTOR's compliance with laws, rules, regulations, ordinances, codes or orders applicable to CONTRACTORS.

One pre-construction meeting and 12 monthly progress meetings are budgeted for construction of SS7619. The ENGINEERS work for this task assumes there will be approximately 150,000 LF of CCTV, 120 point- repair locations, 10,000 LF of pipe bursting, 3,000 LF of open-cut replacement, 40,000 LF of CIPP lining, and miscellaneous service lateral rehabilitation/replacements per fiscal year. The fiscal year is assumed to be 365 calendar days, which is approximately 260 workdays, or 52 weeks. Fiscal year is assumed to follow the City's Fiscal Calendar.

810 General Administration of Construction Contract

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

- As CITY's representative for the duration of the construction contract, all communications to and from the CONTRACTOR shall go through the ENGINEER. On behalf of the CITY, the ENGINEER shall administer the

construction contract, respond to CONTRACTOR's correspondence, and issue instructions from the CITY;

- ENGINEER will use the SharePoint document control system provided by the CITY. ENGINEER will maintain a complete document file for the project. Documents to be maintained include, but are not limited to: correspondence, quality control procedures, quality control testing; site inspection records, shop drawings requests for information (RFIs), schedules, change orders, potential change orders, project meeting minutes, costs and disbursement data, progress reports, and all other documents pertaining to the construction contract;
- ENGINEER shall submit a Work Summary spreadsheet that the CITY will utilize to report to Cityworks® on areas that have been inspected or rehabilitated along with each monthly pay application by the CONTRACTOR. A comprehensive list is to be provided with each pay application identifying each pipe and/or manhole or other asset, and what was done (cleaned, lined, CCTV'd, smoke tested, manhole lined, etc.). A sample Work Summary template will be provided by the CITY for this spreadsheet. The ENGINEER is ultimately responsible for submittal and accuracy of this monthly Work Summary spreadsheet. ENGINEER shall check the Work Summary monthly against the pay items for that month for accuracy. The ENGINEER's work for this task assumes there will be 12 Work Summary spreadsheets.

820 Submittal & Pay Application Review

- Pre-Rehabilitation CCTV: The CONTRACTOR is required to complete initial CCTV inspection of all pipes and make recommendations for rehabilitation. Rehabilitation (generally lining or point repairs) is to be recommended at a minimum for all existing concrete pipes. The CONTRACTOR then performs the recommended rehabilitation upon CITY approval. The ENGINEER'S work for this task includes review of the pre-construction video performed by the CONTRACTOR for all areas recommended for point repairs or rehabilitation and providing advice to the CITY regarding the appropriateness of the CONTRACTOR's recommendations.
- Shop Drawing Review: The ENGINEER will review and approve (or take other appropriate action with respect to) Shop Drawings and samples, the results of tests and inspections, and other data that the CONTRACTOR is required to submit for conformance with the design concept of the Project and compliance with the information given in the Contract Documents; and receive and review (for general content as required by the Specifications) maintenance and operating schedules and instructions, guarantees, bonds and certificates of inspection which are to be assembled by the CONTRACTOR in accordance with the Contract Documents, and transmit them to the CITY with written comments. A log of all Shop Drawing

submittals and the current submittal status shall be maintained by the ENGINEER and included as part of the monthly construction progress meeting minutes.

- Request for Information (RFI): ENGINEER will review and respond to CONTRACTOR's RFI as they relate to the contract requirements. The ENGINEERS work for this task assumes there will be up to 12 RFI. A log of all RFI's and their current status shall be maintained by the ENGINEER and included as part of the monthly construction progress meeting minutes.
- Preparation of Design Clarifications: A necessary part of any construction project is the preparation of design clarifications and other routine supplementary information. This work will be performed by the ENGINEER and reviewed with the CITY. ENGINEER will issue necessary interpretations and clarifications of the Contract Documents; have authority, as the CITY's representative, to require special inspection or testing of the work; act as initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the work thereunder, and make decisions on all claims of the CITY and CONTRACTOR relating to the acceptability of the work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the work. The ENGINEERS work for this task assumes there will be up to 12 Design Clarifications. A log of all Design Clarifications and their current status shall be maintained by the ENGINEER and included as part of the monthly construction progress meeting minutes.
- Testing Results: ENGINEER will review testing results of tests required by CONTRACTOR for contract compliance and comment on results that appear to be out of compliance.
- Review of Applications for Payment: Based on on-site observations and review of the applications for payment with the accompanying data and schedules, ENGINEER will review the amounts payable to CONTRACTOR on a monthly basis. ENGINEER will then forward applications for payment to the CITY for payments due to CONTRACTOR. The ENGINEERS work for this task assumes there will be 12 Pay Applications.

830 Change Management

- Change Orders and Time Extensions: The ENGINEER will provide services in connection with change orders to the Construction Contract to reflect minor changes or deletions requested by the CITY/ENGINEER or the CONTRACTOR. An accurate listing of additional costs and credits as a result of change orders will be maintained by ENGINEER. Upon receipt of a requested change order, ENGINEER will review it in detail and then discuss it with the CITY, and, together, will determine the manner in which to proceed. A log of all change orders and time extensions pending and approved shall be maintained as a part of the monthly

construction progress meeting minutes. The ENGINEERS work for this task assumes there will be up to 4 Change Orders. A log of all change orders and time extensions pending and approved shall be maintained by the ENGINEER as a part of the monthly construction progress meeting minutes.

840 Change Management

- Quality Assurance Testing: The ENGINEER will specify the quality assurance testing that is necessary for the project in the construction specifications relative to its designs. The ENGINEER will prepare a list of required testing to be given to the CONTRACTOR at the pre-construction meeting.
- Post Rehabilitation CCTV: The ENGINEER shall be responsible for review of 100-percent of the post-rehabilitation CCTV video and approving 100-percent of the rehabilitation work performed. The CONTRACTOR shall be responsible for providing the post-rehabilitation CCTV video to the ENGINEER and shall be responsible for providing the video in conformance with contract documents.

TASK 900 – Site Visits and Construction Observation

- Construction Observation: The ENGINEER shall provide full time observation of the progress and quality of the executed work of the CONTRACTOR and to determine, in general, if such work is proceeding in accordance with the Contract Documents. During the ENGINEER's visits, and on the basis of on-site observations, the ENGINEER shall keep the CITY informed of the progress of the work, shall endeavor to guard the City against defects and deficiencies in such work, and may recommend to the CITY disapproval or rejection of work failing to conform to the Contract Documents.
- The ENGINEER shall not provide construction observation in excess of 40 hours on any given week without prior approval from the CITY. The hourly inspection rate will not change for hours beyond 40, or if work is done at night or weekends. If additional time is required, it is assumed that the ENGINEER's contract will be amended to provide such additional services.
- It shall be the ENGINEER's responsibility to ensure adequate inspection coverage, using competently trained internal staff, sub consultants, and mentor-protégé partners, during the construction period.
- The ENGINEER will provide a daily inspection report for each asset inspected. The reports will be submitted to SharePoint weekly. All report file names will include the pipe or manhole asset number and date of the inspection, for example 12345MH_67890MH_20180101.pdf. Photos taken during the inspection will be embedded in the report, and not uploaded as separate media files.

- Construction duration is assumed to be 365 calendar days, which equates to 260 workdays, or 52 weeks. Full time site visits and observation is budgeted at up to 2,080 hours.

TASK 1000 – Project Closeout

- This service is not provided under this Scope of Services.

TASK 1100 – Additional Services

- This service is not provided under this Scope of Services.

ATTACHMENT A TO EXHIBIT A
RESPONSIBILITIES OF THE OWNER

The responsibilities of the CITY as described in Exhibit A are amended and supplemented as described below.

The CITY agrees to perform the following:

- Provide assistance in gaining access to all sewers and sewer easements for which field services will be provided.
- Notify Consultant of property owners who may pose problems with Consultant's ability to safely gain access to manholes and assist the Engineer with gaining safe access.
- For manholes and sewer lines that may be surrounded by water of depth over 8" or require access to the right-of-way through water, assist Consultant by providing use of the City's amphibious, all terrain, off-road vehicle (Argo).
- Provide access to locked manholes.
- Respond to requests for information and review deliverables in a timely manner.
- Provide independent quality assurance testing required by the specifications or deemed reasonable by Consultant and CITY.
- Provide available data as requested in the agreement.

EXHIBIT B - SCHEDULE FOR COMPLETION OF SERVICES
SS6966 Sanitary Sewer Pipe Rehabilitation Annual Maintenance Contract
(FY 2022-2023)

Task No.	Description	2023												2024	
		February	March	April	May	June	July	August	September	October	November	December	January	February	
800	Engineering Services During Construction														
810	General Administration of Construction Contract														
820	Submittal and Pay Application Review														
830	Change Management														
840	Assurance Testing														
900	Site Visits and Construction Observations														

EXHIBIT C
COMPENSATION

City of Columbia
CIP # SS7619
Construction Administration and Inspection Services for Annual Pipe Rehabilitation

Compensation for services provided under Tasks 800 through 900 as outlined in Exhibit A, Scope of Services, is estimated to be a total of \$360,438.00. This includes \$100,438.00 of lump sum task, as well as \$260,000.00 of hourly tasks. Lump Sum and Hourly tasks are clearly labeled in the chart below.

An estimated breakdown of the fee is shown in the following table:

Task	Description		Subconsultants	Weston & Sampson	Total
800	Engineering Services During Construction	LS	\$ 0.00	\$ 100,438.00	\$ 100,438.00
900	Site Visits and Construction Observation	HRLY	\$ 104,000.00	\$ 156,000.00	\$ 260,000.00
	Total of Contract		\$ 104,000.00	\$ 256,438.00	\$ 360,438.00
	% of Contract to Protégé		28.85%	71.15%	100%

The Engineer's requirement for Subconsultant and/or Protégé Participation is 28.85%.

Hourly Task Inspection Rates are listed below and include travel expenses:

Inspector I.....\$90.00
 Inspector III.....\$125.00
 Protégé Inspector.....\$125.00

EXHIBIT D - BUSINESS INFORMATION RECORD for SUBCONSUTANTS/SUBCONTRACTOR

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

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

Business Name (as shown on W9 or SAM.gov) / DUNS # & CAGE # (If Applicable)	City of Columbia Vendor number	Services and/or Materials Provided	Cost of Services and/or Material (\$ Value)	Percentage of Total Contract	MBE, WBE, SBE, DBE, LBE, CDBE (indicate all that apply)	Minority Association Code (If applicable - Use 2 letter Code — See Key Below)
CES Group Engineers, LLP	V016583	Construction Observations & Inspections	\$104,000.00	28.85	DBE, WBE, SBE,	

Key: Minority/Women Owned Business Enterprise Association Code

AF — Asian American Female **AM** — Asian American Male
BM — African American Male **FB** — Non-Minority Female Owned
HM — Hispanic American Male **NF** — Native American Female

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

COMBINED TOTAL SUB AMOUNT \$ 104,000.00

TOTAL CONTRACT AMOUNT: \$ 360,438.00

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

Business Name: - Weston & Sampson

Representative Name/Title: Tom Keefer, Office Manager

Date: 20 Dec 2022



Business Information for Subconsultants/Subcontractors- Continued

List information for each Subcontractor or Subconsultant below.

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

CES Group Engineers, LLP

Company Name

1411 Gervais Street, Suite 140

Physical Address

1411 Gervais Street, Suite 140

Mailing Address

Columbia, SC

29201

City/State Zip Code + 4

803 818.2442

n/a

()
Phone number

()
Fax number

Tom Cannarella, PE

n/a

Primary Contact Name

Secondary Contact Name

tcannarella@ces-group.net

n/a

Primary Contact Email Address

Secondary Contact Email Address

45-2408773

V0165833

Federal ID #

Vendor #

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

Company Name

Physical Address

Mailing Address

City/State Zip Code + 4

()
Phone number

()
Fax number

Primary Contact Name

Secondary Contact Name

Primary Contact Email Address

Secondary Contact Email Address

Federal ID #

Vendor #



CITY OF COLUMBIA

Office of Business Opportunities Compliance
1401 Main Street 4th Floor | Columbia, South Carolina 29201
Phone: 803-545-3950

MENTOR PROTÉGÉ PROGRAM Implementation Plan

Date: 11/30/2022 Mentor Amount: \$256,438
Project Name: Annual Pipe Rehab. Mentor % of Total Contract: 71.15%
Project #: SS7619 Protégé Amount: \$104,000
Mentor: Weston & Sampson Protégé % of Total Contract: 28.85%
Protégé: CES Group Engineers, LLP Duration of the Project: 12 months
Total Project Contract Amount: \$360,438

Statement of Commitment: Both Mentor and Protégé are committed to providing an adequate amount of resources and effort to execute the plan below. Mentor and Protégé acknowledge the Implementation Plan is a joint plan and agree to meet at least quarterly to verify compliance with this Plan.

The full scope of services needs to be provided to the protégé and a meeting/discussion between the protégé and mentor needs to be held. The protégé and mentor must mutually agree upon the services the protégé will provide at 20% or more throughout the duration of the contract. These services should be based on current capabilities as well as developing and building upon new capacities and skills sets.

A completed Business Information Records (BIR) form is required, and will be reviewed along with this Implementation Plan. **The information recorded in the BIR must be consistent with the Implementation Plan.**

1. How do the Mentor and Protégé intend to work together on the designated project?

Address contractual relationship, general roles and informal teaming arrangements.

CES Group Engineers (CES) has a Master Services Agreement with Weston & Sampson (WSE). The Agreement describes the terms of payment, costs for services, and outlines the method for delivering task orders. The Construction Administration and Inspection Services for Annual Pipe Rehabilitation project will be a specific task order under the Agreement. The Task Order will specify the tasks, schedule, and fee.

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

Project Tasks have been allocated to support participation to meet utilization goals. WSE will use CES as an extension of staff and will provide the same daily support, communication, training, and work planning to ensure successful completion. WSE and CES will work together closely on all aspects where service is provided through a Task Order for the project. WSE will also work with CES to implement a QA/QC Program to ensure that all work is accurate and verified. This will continue to build CES's experience with the City of Columbia and lead to additional opportunities.



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3. How will the team focus on developing Protégé's business and implementing the actions necessary to obtain results reflected in the Mentor-Protégé Agreement? Identify milestones, thresholds, or other indicators in which the team's success is being achieved.

WSE will provide assistance in best practices in engineering and inspection services, along with the availability to use and be trained on new equipment and technology. WSE will provide assistance with project management, scheduling, and technical training in order to continue to aid in the development of CES's business. Opportunities for growth will be explored through assisting with business development practices.

4. Proposed manpower and resources from both the Mentor and the Protégé are required for the project. Address key personnel, equipment/materials, and insurance/bonding. Additionally, included any special arrangements where applicable.

Mentor:

Tom Keefer – Office/Project Manager and other key staff at Weston & Sampson (WSE)

Protégé:

Tom Cannarella, PE - Regional Manager and other staff at CES Group Engineers (CES)

Please ensure that all Subcontractors are listed on the Business Information Records (BIR) and complete items below:

List Subcontractors Names below: (Do not include Protégé)	Who will the subcontractor report to?	Who is responsible for payment of the subcontractor?

Special Arrangements:



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5. What scope of work is to be performed by each participant of the MPP team utilizing the proposed resources identified above?

a. Description of Mentor's responsibilities on project:
Engineering Services During Construction and Construction Inspection

b. Description of Protégé responsibilities on project:

Construction Administration/Observation/Inspection services

c. Description of responsibilities that will be completed as a team:
Construction Inspection

6. What is the anticipated duration (in months) of each major phase of the project? During which phases will the Protégé be utilized?

12 months for all phases.

7. Outline of regularly scheduled meeting between Mentor and Protégé (Progress reporting).

Kick off meeting, weekly project status meetings, monthly progress meetings, and complete records

8. Define payment schedule and financial terms identifying milestones for initial, progress and final payments.

CES will submit a monthly invoice to WSE. WSE will include invoice on their next monthly invoice to the City. CES will be paid within 10 business days of City payment to WSE.



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MENTOR-PROTEGE IMPLEMENTATION PLAN SIGNATURE SHEET

MPP participants acknowledge that any change orders/contract amendments to this project will require a completed Implementation Plan Addendum for each change order/contract amendment made to the project.

IN WITNESS WHEREOF, the parties hereto have caused these present to be executed by their proper officials thereunto duly authorized as of the dates below indicated:

EXECUTED by Weston & Sampson (Mentor Firm) this 30th day of November 2022.
Corporate SEAL

By: Tom Keefer
Title: Team Leader/Office Manager
Firm Name: Weston & Sampson



ATTEST:
By: Rachel Uetrecht
Title: Project Engineer

Rachel Uetrecht

EXECUTED by CES Group Engineers, LLP (Protégé Firm) this 30th day of November 2022.
Corporate SEAL

By: Judy Heleine, REM
Title: Managing Partner/ Principal Scientist
Firm Name: CES Group Engineers, LLP

ATTEST: Jennifer B. Pici
By: Jennifer B. Pici
Title: Accounting Operations Manager

RECOMMENDED FOR APPROVAL:

EXECUTED by the Office of Business Opportunities - Compliance on this 19th day of December 2022.

By: Cassandra Fletcher

Title: Compliance Administrator



We Are Columbia

MEETING DATE: March 7, 2023

DEPARTMENT: Procurement and Contracts

FROM: *Shannon Lizewski, Interim Director*

SUBJECT: Council is asked to approve a new Professional Services Agreement for Project WM3872; Water System Improvements along Rimer Pond Road and Hardscrabble Road, as requested by Columbia Water on January 26, 2023. Award to W. K. Dickson and Company, Inc. in an amount not to exceed \$541,189.00. The term of this agreement is for eighteen months with two optional one-year renewal periods. This firm is located in Columbia, SC.

REQUISITION NO.: R220961

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: Water and Sewer Capital Projects - Water Main Rimer Pond Road and Hardscrabble - Professional Services for Capital Project (5529999-WM387201-658660). The original budget amount is \$541,189.00.

BUSINESS PROGRAM: Mentor Protege Program

CLEAN WATER 2020?: No

PURPOSE:

This is a Mentor Protégé Program project. W. K. Dickson and Company, Inc. is the mentor and will provide design, easement assistance, permitting assistance and project administration services at 62.63% (\$338,946.00) of the total contract amount.

Palmetto Consulting Engineering Group, Inc., a Minority Business Enterprise (W), located in Chapin, SC, is the protégé and will provide construction observation and survey and permitting services at 36.26% (\$196,243.00) of the total contract amount.

The following subconsultant will provide additional services:

S & ME, Inc., located in Raleigh, NC, will provide geotechnical exploration and construction materials testing services at 1.11% (6,000.00) of the total contract amount.

There were 17 firms pre-qualified for Division 3 (Water Distribution) for Request for General Engineering Services.

ATTACHMENTS:

- **#a:** Memo.WM3872 Rimer Pond & Hardscrabble Roads-Engineer Services (PDF)
- **#b:** WM3872_Agreement_Rimer_Pond_Hardscrabble (PDF)



Interoffice Memorandum

TO: Teresa Wilson, City Manager
Clint Shealy, Assistant City Manager

FROM: John Hilbert, Utility Relocation Manager

SUBJECT: WM3872 & WM3635 Water System Improvements along Rimer Pond and Hard Scrabble Roads – Additional Services Provided by WK Dickson (Civil Engineer Consultant)

DATE: February 28, 2023

WK Dickson provided initial design services for the subject water main projects. Following a long delay due to easement acquisitions, the City entered into a contract again with WK Dickson on September 19, 2019 for engineering service and bid the project for construction in June 2021. Due to unforeseen conditions, the contractor experienced delays and changes to work on the project. The cause of these delays are due to other utilities relocating within the City's easements, material delays caused by the Covid -19 pandemic, SCDOT roadway projects and additional waterlines connections to new waterlines that did not exist during initial design. Due to these circumstances, the City extended the Contractor's contract 497 days with a new end date of February 14, 2024.

These circumstances have led and will continue to lead WK Dickson to provide additional services for survey, pipeline redesign, new pipeline design, new and existing easement adjustments and construction observation. The new waterline design includes adjustments to approximately 22,000 linear feet of 42-inch waterline along Rimer Pond Road and 8,500 linear feet of 24-inch waterline along Hard Scrabble Road.

The September 19, 2019 contract with WK Dickson has expired resulting in the need for a new agreement.

W.K. Dickson & Co., Inc.

WM3872 Water System Improvements along Rimer Pond and Hard Scrabble Roads



AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is being awarded under procurement method 2011 RFQ – General Engineering Services (Updated 8/29/2017).

1. **PURPOSE** – This Agreement is entered into as of the date of the last signature affixed hereto, by and between the City of Columbia, South Carolina (hereinafter referred to as the "City") and WK Dickson & Company, Inc., (hereinafter referred to as the "Consultant,"), to provide surveying, design, contract administration and construction observation services along Rimer Pond and Hard Scrabble Roads for the City of Columbia, SC.

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

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

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

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4. **TERM OF AGREEMENT** – The term of the Agreement is the date of the execution of a *Notice to Proceed and a valid Purchase Order from the City of Columbia* for an initial term of eighteen (18) months, with the option to continue with work for two (2) additional one (1) year periods at the mutual pleasure of both parties.

The decision whether to extend the Agreement, upon written request, shall be the sole and exclusive discretion of the City and neither party shall be under any obligation to agree to an extension of the initial term or any additional term. The decision to extend the initial term and any subsequent extension periods may be determined no later than 90 days prior to the end date of each period.

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

6. **COMPENSATION** – (See Exhibit C)

- A. The total compensation to be paid by the City to the Consultant under this Agreement shall not exceed Five Hundred Forty-One Thousand, One Hundred Eighty-Nine Dollars and No/100 (\$541,189.00).

- B. The Consultant shall submit invoices no more frequently than monthly for services rendered during each phase of the Project. Each invoice submitted must describe the services for which payment is requested, show payment calculations and specify the person(s) rendering such service(s). Consultant must invoice monthly regardless of work being completed during that period. If no work is completed, a zero balance invoice should be submitted. **Each invoice must also clearly identify any portion of the fee invoiced for subcontracted services, including any such services that are specified in the Summary of Proposed Subconsultants shown on Exhibit D hereto.** Each invoice shall bear the signature of the Consultant, whose signature shall certify that the information contained in the invoice is true and accurate and

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that the invoice amount is currently due and owing. The City will not pay interest or penalty on any past due amount.

C. Invoicing Procedure

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

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

1. The Consultant is required to pay all Subconsultants and material suppliers for all work that the Subconsultant has satisfactorily completed, no later than twenty (20) calendar days after the Consultant has received payment from the City.
2. In addition, all retainage amounts received from the City by the Consultant must be paid by the Consultant to the Subconsultant no later than fourteen (14) calendar days after the Subconsultant has, in the opinion of the City, or designee, satisfactorily completed its portion of the Work.
3. A delay in or postponement of payment to the Subconsultant or material supplier requires good cause and prior written approval of the City or designee.
4. The Consultant is required to include, in each Subcontract, a clause requiring the use of appropriate arbitration mechanisms or other method to resolve all payment disputes.
5. The City will not pay the Consultant for subsequent work performed unless and until the Consultant ensures that the Subconsultants have been promptly paid for the work they have performed under all previous payment requests, as evidenced by the filing of City lien waivers,

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

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

E. Affirmative Action Procurement and Contracting Goals:

It is the goal of the City of Columbia, SC to maximize opportunities for historically Disadvantaged Business Enterprises (DBEs) including, but not limited to, Small Business Enterprises (SBEs), Minority Business Enterprises (MBEs), and Women-Owned Business Enterprises (WBEs). The City has implemented an overall citywide 15% goal to encourage socially and economically disadvantaged business participation. This goal extends to bidders, contractors, Subconsultants and suppliers on its procurement and contracting offerings.

Additional information on the City's affirmative action goals and objectives may be obtained by contacting the following office: City of Columbia Office of Business Opportunities, 1401 Main Street, 4th Floor, Columbia, SC 29201, (803) 545-3950.

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

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endeavor.

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

F. Subcontracting Goals

Under this Agreement, the subcontracting goals are as follows:

SB Goals	<u>N/A</u>	%
MBE	<u>N/A</u>	%
WBE	<u>36.26</u>	%
LSA	<u>N/A</u>	%

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

7. **MENTOR-PROTÉGÉ PROGRAM** (<http://www.columbiasc.net/business-outreach/>) – The City of Columbia encourages, where economically feasible, establishment of mentor-protégé relationships to ensure contracting opportunities for all businesses, including minority / women / small business enterprises. The Mentor-Protégé Program (MPP) helps develop private sector business relationships and enhances the contracting capabilities of minority-owned business enterprises (MBE), women-owned business enterprises (WBE), and small business enterprises (SBE). In order to provide opportunities for growth and to encourage hands-on business relationships, certain capital improvement projects may be designated by the City of Columbia as Mentor-Protégé Program projects. The City of Columbia has determined that participation in the City's Mentor-Protégé Program is required for this project. The MPP goal for this requirement is 36.26%

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

8. INDEMNIFICATION & INSURANCE

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

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

Workers Compensation Insurance: The Consultant shall procure and shall maintain during the life of this Agreement, Workers Compensation Insurance for all employees to be engaged in work on the project under this Agreement, and in case any work is subcontracted, the Consultant shall require the Subconsultant similarly to provide Worker Compensation Insurance for all of the latter employees to be engaged in such work unless such employees are covered by the protection afforded by the Consultants 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.

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

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

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

- B. The Consultant shall furnish the City with a certificate showing satisfactory proof of carriage of the insurance required hereunder and such insurance shall be approved by the City prior to the Consultant and any Subconsultant of the Consultant commencing any services under this Agreement and this insurance shall remain in effect throughout the term of this Agreement, and any extensions of service. Insurance shall remain in effect for the duration of the project and for a period of one (1) year after completion. The City of Columbia shall be the Certificate Holder and shall be named as an *Additional Insured*.
- C. The Consultant shall indemnify, defend, hold harmless and reimburse the City, its agents, and employees from and against any and all losses, liabilities, expenses, and all claims for damages of any nature whatsoever relating to or arising out of any action or failure to act by Consultant, its Subconsultants, officers, agents and employees of any of the obligations under the Agreement. Losses, liabilities, expenses and claims for damages shall include, but will not be limited to, civil and criminal fines and penalties, loss of use or services, bodily injury, death, personal injury, or injury to real or personal property, defense costs, legal fees and costs, and attorney's fees for an appeal.

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

9. **PERMITS & LICENSES**

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

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- D. The Consultant shall procure a City of Columbia business license while performing services under this Agreement.

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

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

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

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

- A. **DUE TO UNAVAILABILITY OF FUNDS:** Payment and performance obligations for succeeding fiscal periods shall be subject to the availability and appropriation of funds therefor. When funds are not appropriated or otherwise

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made available to support continuation of performance in a subsequent fiscal period, the contract shall be canceled. In the event of a cancellation pursuant to this paragraph, contractor will be reimbursed the resulting unamortized, reasonably incurred, nonrecurring costs. Contractor will not be reimbursed any costs amortized beyond the initial contract term;

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

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

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13. **OWNERSHIP OF PROJECT** - All data, documents or other information of any description generated by or used by the Consultant or any Subconsultant retained by the Consultant and related to the services required by this Agreement shall be the property of the City and shall not be used by the Consultant for any purpose whatsoever except to perform the services required by this Agreement.
14. **OWNERSHIP OF PROJECT DOCUMENTS** - All data, documents or other information of any description generated by or used by the Consultant or any Subconsultant retained by the Consultant and related to the services required by this Agreement shall be the property of the City and shall not be used by the Consultant for any purpose whatsoever except to perform the services required by this Agreement.
15. **NOTICE** - All notices and communications in connection with this Agreement will be addressed to the following:

City of Columbia

Name: Office of Procurement and Contracts

Title: Purchasing Agent

Address: 1800 Main Street

Second Floor

Columbia, SC 29201

Phone: (803) 545-3470

Fax: (803) 758-1013

Email: procurement@columbiasc.gov

W.K. Dickson & Company, Inc.

Name: Benjamin "Jamie" Wright, Jr., P.E.

Title: Program Manager

Address: 1320 Main Street, Suite 400

Columbia, SC, 29201

Phone: 803-786-4261

Fax: 803-786-4261

Email: jwright@wkdickson.com

16. **CONSENT DECREE - Non-Applicable**

- A. The services performed by the Consultant pursuant to this Agreement are required in whole or in part to satisfy the terms of the Consent Decree entered by the United States District Court for the District of South Carolina on May 21, 2014, in the case captioned *The United States of America and State of South Carolina by and through the Department of Health and Environmental Control v. City of Columbia*, Civil Action No. 3:13-2429-TLW (the "Consent Decree"), a

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

- B. In addition to the requirements above, the Consultant shall comply with the document retention requirements of Paragraph 68 of the Consent Decree which includes, but is not limited to, the obligation to preserve all non-identical copies of all documents, records, or other information (including documents, records, or other information in electronic form) in the Consultants possession or control that relate in any manner to the Consultants performance under this Agreement ("Preserved Documents"). Upon the Consultants performance of all services required under this Agreement, the Consultant shall provide the City with all Preserved Documents. In addition to the requirements above, the Consultant shall provide the City with all Preserved Documents upon termination of this Agreement.
- C. Upon the occurrence of a force majeure event as defined in Paragraph 55 of the Consent Decree, the Consultant shall provide notice to the City's Director of Utilities and Engineering in person, by phone, or by electronic mail within twenty-four (24) hours of when the Consultant first knew or should have known that the event might cause a delay. Within three (3) days thereafter, the Consultant shall provide written notice in accordance with Section XII above to include the following information: an explanation and description of the reasons for the delay; the anticipated duration of the delay; all actions taken or to be taken in an effort to prevent or minimize the delay; a schedule for implementation of any measures to be taken in an effort to prevent or mitigate the delay or the effect of the delay; and the Consultants rationale for attributing such delay to a force majeure event. The Consultant shall include with any notice all available documentation supporting the claim that the delay was attributable to a force majeure event.

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- D. The Consultant shall reimburse the City the amount of any stipulated penalties imposed on the City pursuant to Paragraph 47 of the Consent Decree if the Consultant neglects, fails, or refuses to meet the deadlines set forth in Exhibit B attached hereto. The Consultant agrees that any failure to meet such deadlines will result in the City's failure to meet the deadlines set forth in the Consent Decree except in the event of force majeure notice by the Consultant that results in the extension of said deadline by the U.S. Environmental Protection Agency under the Consent Decree. The City reserves all other remedies available for the Consultants failure to perform pursuant to the Agreement.
- E. The Consultant shall perform the services pursuant to this Agreement using sound Consulting practices as set forth in Paragraph 9 of the Consent Decree.

17. MISCELLANEOUS

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

The Consultant shall furnish and its Subconsultants shall furnish all information and reports required hereunder.

- D. In the event there are any disagreements between the City and the Consultant with regard to any of the requirements, specifications or interpretation of this Agreement, the Consultant agrees to defer to the reasonable interpretations of

W.K. Dickson & Co., Inc.

WM3872 Water System Improvements along Rimer Pond and Hard Scrabble Roads

the City as, from time to time, may be made by the City. Ambiguities in the terms of this Agreement, if any, shall not be construed against the City.

- E. This Agreement shall be construed in accordance with the laws and City of Columbia Code of Ordinances and those of the State of South Carolina. The Consultant agrees to subject itself to the jurisdiction and venue of the courts of Richland or Lexington County, State of South Carolina as to all matters and disputes arising or to arise under this Agreement and the performance thereof. The City may seek attorney's fees and the Consultant agrees to pay such fees as awarded by the Court or other body. No attorney's fees may be sought by, nor will be paid to, the Consultant.
- F. This Agreement represents the entire agreement between the City and the Consultant and supersedes all prior communications, negotiations, representations or agreements, either written or oral. The parties may amend this Agreement at any time provided that such Amendments are executed in writing, signed by a duly authorized representative of both organizations, and approved, where applicable, by the City's governing body.

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

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

W.K. Dickson & Co., Inc.

WM3872 Water System Improvements along Rimer Pond and Hard Scrabble Roads

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

I. This Agreement is subject to City Council approval.

J. The Consultant acknowledges, for itself and its Subconsultants, that it is subject to the provisions of the 1991 Ethics Reform Act (8-13-100, et seq, South Carolina Code of Laws, 1976, as amended). Under this Act, "A person may not, directly or indirectly, give, offer, or promise anything of value to a public official, public member, or public employee with intent to:

1. influence the discharge of a public official's, public member's, or public employee's official responsibilities;
2. influence a public official, public member, or public employee to commit, aid in committing, collude in, or allow fraud on a governmental entity; or,
3. induce a public official, public member, or public employee to perform or fail to perform an act in violation of the public official's, public member's, or public employee's official responsibilities.

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

K. In carrying out the service, the Consultant shall not discriminate against any employee or applicant for employment because of that employee or applicant's age, sex, gender, gender identity or expression, sexual orientation, race, religion, creed, color, disability, national origin, veteran or military status, political affiliation, or any other characteristic protected by federal, state, or local laws ("protected characteristic"). The Consultant shall take affirmative steps to ensure equal employment opportunities for all applicants for

W.K. Dickson & Co., Inc.

WM3872 Water System Improvements along Rimer Pond and Hard Scrabble Roads

employment, without regard to their protected characteristics. For the purpose of this Non-Discrimination in Contracting Policy, the term "sex" includes medical needs and / or lactation needs arising from pregnancy, childbirth, or related medical conditions pursuant to the South Carolina Pregnancy Accommodations Act, 2018 S.C. Act No. 244. This Non-Discrimination in Contracting Policy extends to all aspects of the Consultant's operations, including, but not limited to the Consultant's employment practices (including selection, hiring, assignment, re-assignment, training, promotion, transfer, compensation, layoff, leave of absence, return from layoff or leave of absence, discipline, and termination); selection of volunteers and vendors, and provision of services. The Consultant shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the government setting forth the provisions of this Non-Discrimination in Contracting Policy. The Consultant shall incorporate the provisions of this Non-Discrimination in Contracting Policy in all subcontracts for service work.

- L. This Agreement shall be binding upon the respondent and upon its successors and assignees. This Agreement shall be binding upon the City in accordance with its terms and provisions.
- M. All of the reports, information, data, records or documents of any kind, prepared or assembled by the Consultant under this Agreement are matters of public record, but that the Consultant agrees that they shall only be made available to any individual or organization by the City and the Consultant shall not make them available to any individual or organization without the prior written approval of the City.
- N. Every exhibit, schedule and appendix attached to this Agreement and referred to herein is hereby incorporated into this Agreement by reference unless this Agreement expressly provides otherwise. This Agreement, exhibits and other documents include, but are not limited to the Conflict of Interest Statement, Non-collusion Affidavit, Business Information Record for Subconsultants

W.K. Dickson & Co., Inc.
WM3872 Water System Improvements along Rimer Pond and Hard Scrabble Roads

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

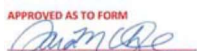
***REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK – SIGNATURE PAGE
FOLLOWS***

W.K. Dickson & Co., Inc.

WM3872 Water System Improvements along Rimer Pond and Hard Scrabble Roads

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

CITY OF COLUMBIA, SOUTH CAROLINA_____
Witness_____
Teresa Wilson, City Manager**Date:**_____

APPROVED AS TO FORM

 Legal Department City of Columbia, SC
 02/22/2023

W.K. DICKSON & COMPANY, INC._____
Print: Name/Title_____
Signature**Date:**_____**(Corporate Seal)****Attest**_____
Signature**Date:**_____

W.K. Dickson & Co., Inc.
WM3872 Water System Improvements along Rimer Pond and Hard Scrabble Roads

List of Exhibits

Exhibit A – Scope of Work

Exhibit B – Schedule for Completion of Services

Exhibit C – Compensation

Exhibit D – Business Information Statement for Subconsultants/Subcontractors

Exhibit E – Mentor Protégé Implementation Plan

EXHIBIT A - SCOPE OF WORK

City of Columbia CIP Projects #WM3872 Water System Improvements along Rimer Pond and Hard Scrabble Roads

WK Dickson & Co., Inc. (CONSULTANT) will provide services upon the direction of the City of Columbia, SC (OWNER) for surveying, design, contract administration and construction observations for the approximately 22,000 linear feet of 42-inch water main along Rimer Pond Road and approximately 8,500 linear feet of 24-inch water main along Hardscrabble Road. The CONSULTANT will provide these services as outlined in the following Tasks through the project construction contract. CONSULTANT's contract will coincide with time granted for the contractor of this project.

CONSULTANT will provide the following scope of services as defined below:

1. Survey and Subsurface Utility Engineering (SUE) Utility Confirmation:

As the waterline alignment design was based on survey performed between 2012 and 2013, with limited updated sections in 2019, the CONSULTANT will provide updated survey for areas of known and/or potential conflicts, as requested by the OWNER, along various sections of the project as defined by attached Maps 1, 2 & 3 (Attachment F) which includes a majority of the original waterline route; sections of re-survey included approximately 15,800 LF on Rimer Pond Road and approximately 1,600 LF on Hardscrabble Road. The survey limits include survey of the corridor shown in blue on attached Map 1, which compared the original survey to the current field conditions for locating any new developments, existing utilities or features, and other waterline connections requested by the OWNER. The additional survey also included Subsurface Utility Engineering (SUE) every 300-ft throughout the entire additional survey corridor (as outlined on Map 1) to locate new underground utilities. The additional survey will emphasize areas shown in red on attached Map 1 since these areas are anticipated to have conflicts and a more thorough investigation is required in these areas. CONSULTANT will provide updated survey files with a new survey from these areas tied to the same coordinate system as SCDOT work recently performed by others on Hardscrabble Road. CONSULTANT will provide a topographic survey and SUE at Eagles Ridge Drive (attached Map 2) and topographic survey and SUE at Westlake Farms Road (attached Map 3).

Additionally, up to 8 SUE Level A potholes and up to 3 days of associated traffic control will be provided at select locations, including Longstown Road East, Sterlings Pond Drive and Autumns Pond Subdivision, as needed.

2. Design (Revisions):

CONSULTANT shall provide design revisions to the construction drawings and specifications necessary to address conflicts, new water line connections and re-alignments for associated field conditions and additional requests from the OWNER during the construction of the project which includes approximately 20,400 linear feet of proposed 42" water main along Rimer Pond Road and approximately 8,600 linear feet of proposed 24" water main along Hardscrabble Road. CONSULTANT will utilize updated survey and SUE information obtained from Task 1 above, and available field information from the contractor, to incorporate revisions required for the project.

Updated designs for conflicts discovered during construction, and new connections, include the following areas:

- Realignment of 24" water line along Hardscrabble Road from approximately Station 61+00 to Station 75+00 due to various utilities which were relocated into the OWNER's exclusive easements during the Hardscrabble Road widening project by the South Carolina Department of Transportation (SCDOT). These relocated and conflicting utilities include Dominion Energy electric and gas lines, AT&T communication lines, and stormwater lines. Site visits and design re-alignments are required to make necessary adjustments to the originally designed waterline which was routed within the OWNER's exclusive easements. Meet and correspond with the OWNER, the contractor, SCDOT and various utilities for changes required.
- Coordination and design for the connection of a 12" water line to the 24" waterline along Hardscrabble Road at approximately Station 37+00 (Adams Pond Road).
- Coordination with other consultants for utilities under embankment slope along Hardscrabble Road (between Lake Carolina Boulevard and Channel Drive, approximately Station 68+00 to Station 75+00) to explore alternative routes to avoid existing utilities which were relocated into the OWNER's easement, specifically the Dominion Energy electric line.
- Coordination with the OWNER and contractor on plans and timetable for Dominion to relocate their electrical line along Hardscrabble Road between Bud Keef Road and Channel Drive, approximately Station 61+00 to Station 75+00, to utilize the originally designed route within the OWNER's exclusive easement.
- Design and coordination to revise the bore at Channel Drive (approximately Station 73+00 to Station 74+00) to an open cut installed within the SCDOT ROW.
- Design and coordination for a new service connection to be bored under Hardscrabble Road across from Lake Carolina Boulevard for the Columbia 184 LLC property, approximately Station 68+00.

- Review revisions for extra boring length under Hardscrabble Road (approximately Station 16+00 to Station 17+50) due to AT&T communication and Dominion Energy gas lines in the bore/receiving pit areas.
- Design to re-align the waterline route on Rimer Pond Road for conflicts with power poles near Station 16+00 (Shoal Creek Lane).
- Design changes for extra boring length and alignment changes at the intersection of Rimer Pond & Hardscrabble Roads (approximately Station 203+00 to Station 204+19) due to SCDOT changes during the Hardscrabble Road widening project and to extend beyond additional utility lines in the SCDOT ROW.
- Investigation of potential realignments with the OWNER to the north side of Rimer Pond Road due to newer homes (536 to 566 Rimer Pond Road, approximately Station 149+00 to Station 162+00) with shared driveways along the originally designed route (south side) which will be significantly impacted during construction of this 42" water line.
- Design and coordination of various alternatives for connecting an existing 12" water line to the 42" waterline on Rimer Pond Road between approximately Station 27+00 to 32+50.
- Review revisions for extra boring length under Eagles Ridge Drive due to additional utilities in the area which made the extension necessary, approximately Station 45+00 to Station 47+00.
- Design and coordination for the connection of the existing 10" water line near the intersection of Rimer Pond Road and Eagles Ridge Drive at approximately Station 46+50, with an additional approximately 160-LF of 10" water line.
- Design and coordination of the temporary and permanent connections to the existing Perfecting Faith Ministries 6" service line and existing 8" water line around Rimer Pond Road between Stations 53+00 to 57+00.
- Design and coordination for the connection to the existing water line around Rimer Pond Road Station 61+25 (Westlake Farms Road), with an additional approximately 500-LF of 8" water line.
- Design and coordination of the connection to the existing 8" water line around Rimer Pond Road Station 145+00 (Sterlings Pond Drive).
- Coordination and design of alternate routes for 42" waterline on Rimer Pond Road between Stations 48+50 to 51+50 due to conflicts with an existing force main (Southwest Water Utilities installed in the OWNER's exclusive easement) Conduct m site visits and meetings, survey coordination, USACE coordination, SCDHEC coordination, utility coordination and water main re-alignment design as required to make necessary adjustments to the original design for the water line route designed to be centered in the OWNER's exclusive easement.
- Other miscellaneous reroutes and connection adjustments for additional conflicts with existing utilities within the OWNER's exclusive easements.

The following items are to be provided by the OWNER:

- Record drawings for additional water lines to be connected to the 42" and 24" watermains included within this project.
- Any information from documents prepared by other consultants and/or the South Carolina Department of Transportation (SCDOT) regarding the realignment of Hard Scrabble Road, associated utility relocations, and the connection of future watermains to the proposed watermains within this project. The additional information will be utilized to aid with the revisions of the drawings and specifications.
- Copies of the easements and associated documents that have been obtained and recorded. The easements and associated documents are needed to aid with the development/refinement of the drawings and specifications.

3. **Easement Assistance:**

CONSULTANT shall aid the OWNER in revising previous exhibits and finalizing Easement Plat Exhibits required for the OWNER to obtain necessary easements associated with the above referenced water mains and connections. Easement Plat Exhibits will be based upon information and requests provided by the OWNER for existing waterlines (record drawings) as well as existing waterlines proposed to be connected to the new waterlines included within this project. CONSULTANT will use the revised waterline routes, connections, and other available information provided by the OWNER and obtained from the CONSULTANT'S property deed research to prepare Easement Plat Exhibits for the OWNER to secure final easements and record. CONSULTANT will make necessary changes to prepared Easement Plat Exhibits based upon feedback from the OWNER to finalize these documents.

CONSULTANT will prepare easement revisions and/or new easements for the following parcels and areas:

- Work with the OWNER to revise previously executed easement documents by adding temporary and permanent easement to the existing easement exhibit for 252 Rimer Pond Road and 42 Feather Run Court.
- Work with the OWNER to prepare new temporary and permanent easements as requested by the OWNER for 101 Eagles Ridge Drive waterline connection and 261 Westlake Farms Drive waterline connection.

4. **Permitting Assistance (modifications):**

CONSULTANT will coordinate with, and re-submit to SCDHEC, SCDOT, Richland County, and City of Columbia the necessary documents to apply for revisions and extensions to the previously acquired permits associated with this project. The CONSULTANT will address one (1) round of comments/revisions for changes from each regulatory agency, if necessary, for permit modification approvals. All permit fees shall be the responsibility of the OWNER.

Additionally, the CONSULTANT will provide services for specific modifications and/or correspondences for the following permits:

- Correspondence and requests to obtain SCDOT encroachment permit modifications for waterline realignments along Hardscrabble Road since the OWNER's exclusive easements were encumbered with newly relocated utilities due to the SCDOT road widening project.
- Correspondence and requests to obtain SCDOT encroachment permit modifications for waterline realignments along Rimer Pond Road 42" waterline due to conflicts with Dominion/ Fairfield Electric power poles near Station 16+00 (Shoal Creek Lane)
- Coordination to obtain multiple partial Permits to Operate from SCDHEC per the request of the OWNER and contractor to have water service provided for constructed segments along the Hardscrabble Road 24" waterline and Rimer Pond Road 42" waterline. It is assumed that eight (8) partial Permits to Operate will be required for the project.
- Coordination for permit modifications from SCDHEC, SCDOT, USACE for 42" waterline route between Stations 48+50 to 51+50 which was encumbered by an existing force main (Southwest Water Utilities) installed in the OWNER's exclusive easement and bounded by a wetland.
- Coordination obtain SCDOT encroachment permit, SCDHEC construction permit, Richland County stormwater permit and USACE permit time extensions for the extended construction schedule for this project.

The CONSULTANT shall submit correspondence to respective agencies for the following permit modifications as outlined below:

- SCDHEC Construction Permit of Water and Wastewater Facilities
- Richland County Stormwater/SCDHEC Notice of Intent
- SCDOT Encroachment

CONSULTANT previously pursued a permit within the United States Army Corps of Engineers (USACE). The previous determination by USCAE was that no permit was required; therefore, CONSULTANT assumes that no additional permitting with USACE is required.

5. **Project Administration & Construction Observation :**

CONSULTANT will provide project administration and periodic construction observations during the anticipated 497-day construction contract extension to monitor progress and check compliance in accordance with the approved plans and specifications. The periodic construction observations shall average sixteen (16) hours per week with a maximum of two (2) site visits each week. CONSULTANT shall provide these services for the period of the

construction contract extension which is 497 calendar days with the following completion dates for the construction contract:

Substantial Completion Date:	11/16/23
Final Completion Date:	12/16/23
Contract Closeout Period Date:	02/14/24

CONSULTANT shall provide consultation and coordination necessary for successful completion of the project.

The CONSULTANT shall provide the following work items as part of this task:

- Conduct Monthly Progress Meetings (16) and publish minutes from the meetings.
- Address Requests for Information (RFIs) from CONTRACTOR. It is assumed that sixty-four (64) RFIs will be requested from the contractor for this project.
- Assist OWNER in resolving construction issues & interpreting Construction Documents
- Review Shop Drawings & Submittals
- Review CONTRACTOR'S monthly pay requests (16) and make recommendations to OWNER.
- Review and make recommendations to the OWNER regarding Change Order request(s)
- Monitor testing of water mains/materials and results
- Provide Final Record Drawings
- Provide Engineer's Certification of Construction.
- Apply for SCDHEC Permit to Operate

EXHIBIT B**SCHEDULE FOR COMPLETION OF SERVICES**

Survey	45 days from authorization
Easement Assistance	90 days from authorization
Design	90 days from authorization
Permitting	90 days from authorization
Contract Administration / Construction Observation	*497 calendar days from Notice to Proceed

* The CONSULTANT'S services shall be for the period as noted with the following completion dates for the construction contract:

Substantial Complete Date:	11/16/2023
Final Completion Date:	12/16/2023
Contract Closeout Period Date:	02/14/2024

EXHIBIT C

BASIS OF COMPENSATION

Basic Services. The OWNER shall pay the CONSULTANT for services set forth in EXHIBIT A, Scope of Services, as follows:

Task Number	Task Title	Fee	Terms
1.	Survey	\$ 75,939	(HNTE)
2.	Design	\$ 62,549	(LS)
3.	Easement Assistance	\$ 8,792	(HNTE)
4.	Permitting Assistance	\$ 12,959	(LS)
5.	Project Administration and Construction Observation	\$ 380,950	<u>(HNTE)</u>
TOTAL FEE		<u>\$ 541,189</u>	

Services performed under those items identified as “LS- Lump Sum” will be provided and billed on a percentage of the Lump Sum Fee and will be billed on the last day of each month. The percentage billed will be the percentage of work estimated to be completed as of the day of billing.

Services performed under those items identified as “HNTE- Hourly Not to Exceed” will be provided and billed on an hourly-plus-expenses basis in accordance with the current rate schedule. These amounts will not be exceeded without prior approval from the OWNER.

CONSULTANT has based all services and associated compensation on OWNER issuing a single construction contract for the project.

Additional Services - The OWNER shall pay the CONSULTANT for additional services, which are not specifically called for in EXHIBIT A, Scope of Services, in accordance with the CONSULTANT’s current rate schedule per EXHIBIT C.

W.K. DICKSON & CO., INC.
2023 RATE SCHEDULE

LABOR

2023

Principal	\$263.00/hr.
Senior Consultant	\$242.00/hr.
Senior Project Manager	\$231.00/hr.
Senior Engineering Manager	\$231.00/hr.
Project Manager	\$200.00/hr.
Engineering Manager	\$200.00/hr.
Senior Project Engineer	\$179.00/hr.
Project Engineer	\$168.00/hr.
Senior Scientist	\$158.00/hr.
Scientist	\$144.00/hr.
Senior Planner	\$191.00/hr.
Planner	\$146.00/hr.
Senior Engineering Designer	\$152.00/hr.
Engineering Designer	\$139.00/hr.
Senior GIS Analyst	\$163.00/hr.
GIS Analyst	\$140.00/hr.
GIS Technician	\$118.00/hr.
Senior Construction Observer	\$140.00/hr.
Construction Observer	\$118.00/hr.
Project Administrator	\$86.00/hr.

EXPENSES

Reproductions	Cost
Mileage	IRS Rate
Telephone, Postage	Cost
Travel (Meals/Lodging)	Cost
Subconsultants	Cost + 10%

Note: The above rates are effective January 1, 2023. WK Dickson reserves the right to revise to reflect inflationary increases.

EXHIBIT D - BUSINESS INFORMATION RECORD FOR SUBCONSULTANTS

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

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

Business Name (as shown on W9 or SAM.gov) / DUNS # & CAGE # (DUNS # REQUIRED)	City of Columbia Vendor Number (REQUIRED)	Services and/or Materials Provided	Cost of Services and/or Material (\$ Value)	Percentage of Total Contract	MBE, WBE, SBE, DBE, LBE, CDBE (indicate all that apply)	Minority Association Code (If applicable - Use 2 letter Code See Key Below)
Palmetto Consulting Engineering Group, Inc. (Protégé-subconsultant)	V010653	construction observation, survey & permitting services	\$196,243	36.26%	LBE, *WBE (*currently awaiting recertification; 75% owned WBE)	FB
S&ME, Inc. (subconsultant)	V009075	geotechnical exploration & construction materials testing services	\$6,000	1.11%	n/a	n/a

Key: Minority/Women Owned Business Enterprise Association Code

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

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

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

COMBINED TOTAL SUB AMOUNT: \$202,243

TOTAL CONTRACT AMOUNT: \$541,189

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

Business Name: WK Dickson & Co., Inc.

Representative Name/Title: Benjamin “Jamie” C. Wright, Jr., PE/Program Manager

Date: January 12, 2023

Business Information for Subconsultants/Subcontractors- Continued

1) List information for each Subcontractor or Subconsultant below. Subcontractors Company information (Primary/Main office location)

Palmetto Consulting Engineering Group, Inc.

Company Name

1416 Chapin Road

Physical Address

PO Box 991, Chapin, SC 29036

Mailing Address

Chapin, SC 29036

City/State Zip Code + 4

(803) 932-2300

Phone number

()

Fax number

G. Marguerite McClam, PE F.NSPE

Primary Contact Name

Secondary Contact Name

mmccclam@pceg.net

Primary Contact Email Address

Secondary Contact Email Address

V010653

Federal ID #

Vendor #

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

S&ME, Inc.

Company Name

134 Suber Road

Physical Address

3201 Spring Forest Road, Raleigh, NC, 27616

Mailing Address

Columbia, SC 29210

City/State Zip Code + 4

(803) 561-9024

Phone number

()

Fax number

Chad Bruorton, PE

Primary Contact Name

Secondary Contact Name

cbruorton@smeinc.com

Primary Contact Email Address

Secondary Contact Email Address

V009075

Federal ID #

Vendor #



CITY OF COLUMBIA

Office of Business Opportunities Compliance
1401 Main Street 4th Floor | Columbia, South Carolina 29201
Phone: 803-545-3950

MENTOR PROTÉGÉ PROGRAM Implementation Plan

Date: January 12, 2023 Mentor Amount: \$344,946
Water System Improvements
 Project Name: Rimer Pond & Hard Scrabble Roads Mentor % of Total Contract: 62.64%
 Project #: WM3872 Protégé Amount: \$196,243
 Mentor: WK Dickson & Co., Inc. Protégé % of Total Contract: 36.26%
 Protégé: Palmetto Consulting Engineering Group, Inc. Duration of the Project: 497 days (approx. 17 mos)
 Total Project Contract Amount: \$541,189

Statement of Commitment: Both Mentor and Protégé are committed to providing an adequate amount of resources and effort to execute the plan below. Mentor and Protégé acknowledge the Implementation Plan is a joint plan and agree to meet at least quarterly to verify compliance with this Plan.

The full scope of services needs to be provided to the protégé and a meeting/discussion between the protégé and mentor needs to be held. The protégé and mentor must mutually agree upon the services the protégé will provide at 20% or more throughout the duration of the contract. These services should be based on current capabilities as well as developing and building upon new capacities and skills sets.

A completed Business Information Records (BIR) form is required, and will be reviewed along with this Implementation Plan. **The information recorded in the BIR must be consistent with the Implementation Plan.**

1. How do the Mentor and Protégé intend to work together on the designated project?

Address contractual relationship, general roles and informal teaming arrangements.

The Mentor will provide design, easement assistance, permitting assistance & project administration for the referenced project. The Protege will provide surveying, permitting assistance and construction observation.

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

Protege firm will provide surveying, permitting and construction observation for large water lines.



CITY OF COLUMBIA

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

3. How will the team focus on developing Protégé's business and implementing the actions necessary to obtain results reflected in the Mentor-Protégé Agreement? *Identify milestones, thresholds, or other indicators in which the team's success is being achieved.*

The project will help the Protege build a resume for projects of this size and complexity. The project will follow a specific schedule as presented in the contract demonstrating project completion and successful delivery methods.

4. Proposed manpower and resources from both the Mentor and the Protégé are required for the project. *Address key personnel, equipment/materials, and insurance/bonding. Additionally, included any special arrangements where applicable.*

Mentor:

Manpower includes a design, permitting and project administration team (project manager, technical manager, designers, wetlands scientist, and administrative assistants). Insurance will be provided as required by City contract.

Protégé:

Manpower includes a surveying, permitting and construction observation team (project manager, technical personnel, surveyors, and site representative). Insurance will be provided as required by City contract.

Please ensure that all Subcontractors are listed on the Business Information Records (BIR) and complete items below:

List Subcontractors Names below: (Do not include Protégé)	Who will the subcontractor report to?	Who is responsible for payment of the subcontractor?
Stewart Engineering, Inc.	Palmetto Consulting Engineering Group, Inc.	Palmetto Consulting Engineering Group, Inc.
S&ME	WK Dickson & Co., Inc.	WK Dickson & Co., Inc.

Special Arrangements:

N/A



CITY OF COLUMBIA

Office of Business Opportunities Compliance
1401 Main Street 4th Floor | Columbia, South Carolina 29201
Phone: 803-545-3950

5. What scope of work is to be performed by each participant of the MPP team utilizing the proposed resources identified above?

a. Description of Mentor's responsibilities on project:

Design, Construction Documents, Easement Assistance, Construction Administration and oversight of Construction Observation.

b. Description of Protégé responsibilities on project:

Surveying, Permitting and Construction Observation.

c. Description of responsibilities that will be completed as a team:

Permitting and Construction Observation.

6. What is the anticipated duration (in months) of each major phase of the project? During which phases will the Protégé be utilized?

The extended duration of the project is 497 days (approximately 17 months) which is consistent with the extension the City has granted the Contractor. The Protege will be utilized through the entire duration of this project.

7. Outline of regularly scheduled meeting between Mentor and Protégé (Progress reporting).

The Mentor and Protege will be continually meeting throughout the duration of this project, as previously performed to this point. The Mentor and Protege have monthly meetings consistent with the monthly construction progress. Additionally, the Mentor and Protege usually have weekly contact with on-site construction meetings and teams video calls to discuss ongoing construction issues.

8. Define payment schedule and financial terms identifying milestones for initial, progress and final payments.

Mentor promptly makes payment to the Protege upon payment from the City. Payments are made on a monthly basis for services performed.



CITY OF COLUMBIA

Office of Business Opportunities Compliance
1401 Main Street 4th Floor | Columbia, South Carolina 29201
Phone: 803-545-3950

MENTOR-PROTEGE IMPLEMENTATION PLAN SIGNATURE SHEET

MPP participants acknowledge that any change orders/contract amendments to this project will require a completed Implementation Plan Addendum for each change order/contract amendment made to the project.

IN WITNESS WHEREOF, the parties hereto have caused these present to be executed by their proper officials thereunto duly authorized as of the dates below indicated:

EXECUTED by WK Dickson & Co., Inc. (Mentor Firm) this 12th day of January 2023.
Corporate SEAL

By: Clay Cannon, PE 
Title: Vice President
Firm Name: WK Dickson & Co., Inc.

ATTEST:
By: Jamie Wright
Title: Program Manager

Palmetto Consulting
EXECUTED by Engineering Group, Inc. (Protégé Firm) this 12th day of January 2023.
Corporate SEAL

By: G. Marguerite McClam, PE 
Title: President
Firm Name: Palmetto Consulting Engineering Group, Inc.

ATTEST:
By: Linda L. Davidson
Title: Administrative Manager

RECOMMENDED FOR APPROVAL:

EXECUTED by the Office of Business Opportunities - Compliance on this 25th day of January 2023.

By: LaTonya B. Germany

Title: Program Compliance Specialist



We Are Columbia

MEETING DATE: March 7, 2023

DEPARTMENT: Procurement and Contracts

FROM: Shannon Lizewski, Interim Director

SUBJECT: Council is asked to approve additional funding for Indefinite Delivery Contracts (IDC's) for Waterline/Hydrant Leak Restoration Services, as requested by Columbia Water on February 1, 2023. Award to Lake Murray Utility Company, Inc. of Chapin, SC, G.H. Smith Construction, Inc. of Columbia, SC, and Carolina Tap and Bore, Inc. of West Columbia, SC in the total amount of \$900,000.00.

REQUISITION NO.: R217143 Lake Murray Utility Co., Inc.; R217140 G.H.Smith Construction, Inc.; R217135 Carolina Tap and Bore, Inc.

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: Utilities Water Distribution & Maintenance Special Projects (5516203-638500). The budget amount for these amendments is \$900,000.00.

BUSINESS PROGRAM: Mentor Protege Program

CLEAN WATER 2020?: No

FOCUS AREAS: Innovative & High Quality Municipal Services

PURPOSE:

Projects awarded under these Indefinite Delivery Contracts from the Columbia Water Preapproved Contractors Listing will utilize the Mentor Protégé Program, requiring a minimum 20% of the project to be completed by the Protégé.

Contract Amendment #9 is requested to provide additional funding for additional water main leak repairs and fire hydrant repairs and replacement.

Project specific administration shall be required, executed, and issued for each waterline/hydrant leak restoration service project awarded under the approved IDC.

Vendor and Location	Funding Allocation
Lake Murray Utility Co., Chapin, SC	\$300,000.00
G. H. Smith Construction, Columbia, SC	\$300,000.00

Carolina Tap and Bore, West Columbia, SC	\$300,000.00
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ATTACHMENTS:

- **#a:** PO Mod CA#9 IDC Waterline Hydrants Repair CTB23 (PDF)
- **#b:** CA#9 CTB_ IDC Waterline Hydrants Leaks Restoration Services (PDF)
- **#c:** PO Mod CA#9 IDC Waterline Hydrants Repair GHS.22pdf (PDF)
- **#d:** CA#9 GHS_ IDC Waterline Hydrants Leaks Restoration Services (PDF)
- **#e:** PO Mod CA#9 IDC Waterline Hydrants Repair LMU.22pdf (PDF)
- **#f:** CA#9 LMU_ IDC Waterline Hydrants Leaks Restoration Services (PDF)

Contract Amendment #9

Indefinite Delivery Contract (IDC) for Waterline/Hydrant Leaks Restoration Services

Columbia Water Preapproved Contractors Listing

Carolina Tap and Bore, Incorporated

February 15, 2023

Description of Change: Request change in Agreement for services between the City of Columbia (City) and Carolina Tap and Bore, Incorporated (Contractor) executed December 3, 2020 (Agreement) to amend the not to exceed contract amount and increase Fiscal Year 2022 – 2023 funding for additional water main leak repairs, fire hydrant repairs, and replacements as provided below:

This amendment modifies *Section 6. Compensation, A.* of the agreement (previously modified via amendment two) and revises amendment five to provide the following revised statement: *"The total compensation to be paid by the City to the Contractor under this Contract shall not exceed Seven Hundred Fifty Thousand Dollars and No/100 (\$750,000.00)"* to read *"The total compensation to be paid by the City to the Contractor under this Contract shall not exceed One Million Dollars and No/100 (\$1,000,000.00) for each Fiscal Year."*

This amendment also provides additional funding for Fiscal Year 2022 – 2023 as represented in the table below.

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

Current and Proposed Change and Basis for Payment:

Original Contract Amount (Term December 11, 2020 to December 10, 2021; Purchase Order# P187185):	\$500,000.00
Contract Amendment #1 (Funding Increase/Addition; Purchase Order# P187185):	\$250,000.00
Contract Amendment #2 (Administrative Modification; Funding Increase/Addition FY21-22; Purchase Order# P190489):	\$500,000.00
Contract Amendment #3 (Time Extension December 11, 2021 to December 10, 2022; Purchase Order# P190489):	\$00.00
Contract Amendment #4 (Funding Increase; Purchase Order# P190489):	\$250,000.00
Contract Amendment #5 (Funding Increase; Purchase Order# P190489):	\$200,000.00
Contract Amendment #6 (Funding Increase FY22-23; Purchase Order# P194913):	\$400,000.00
Contract Amendment #7 (Time Extension December 11, 2022 to December 10, 2023; Purchase Order# P194913):	\$00.00
Contract Amendment #8 (Funding Increase; Purchase Order# P194913):	\$200,000.00
Current Contract Amount:	\$2,300,000.00
This Contract Amendment #9 (Administrative Modification; Funding Increase; Purchase Order# P194913):	\$300,000.00
Revised Contract Amount:	\$2,600,000.00

This Change is Acceptable:

Name of Firm

Carolina Tap and Bore, Incorporated

Print Name

Signature

Date

City of Columbia

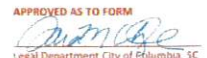
Office of the City Manager

Teresa Wilson, City Manager

Signature

Date

Witness

APPROVED AS TO FORM

 Legal Department City of Columbia, SC
 02/22/2023

Indefinite Delivery Contract (IDC) for Waterline/Hydrant Leaks Restoration Services

Columbia Water Preapproved Contractors Listing

GH Smith Construction, Inc.

February 15, 2023

Description of Change: Request change in Agreement for services between the City of Columbia (City) and GH Smith Construction, Inc. (Contractor) executed December 3, 2020 (Agreement) to amend the not to exceed contract amount and increase Fiscal Year 2022 – 2023 funding for additional water main leak repairs, fire hydrant repairs, and replacements as provided below:

This amendment modifies *Section 6. Compensation, A.* of the agreement (previously modified via amendment two) and revises amendment five to provide the following revised statement: *"The total compensation to be paid by the City to the Contractor under this Contract shall not exceed Seven Hundred Fifty Thousand Dollars and No/100 (\$750,000.00)"* to read *"The total compensation to be paid by the City to the Contractor under this Contract shall not exceed One Million Dollars and No/100 (\$1,000,000.00) for each Fiscal Year."*

This amendment also provides additional funding for Fiscal Year 2022 – 2023 as represented in the table below.

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

Current and Proposed Change and Basis for Payment:

Original Contract Amount (Term December 11, 2020 to December 10, 2021; Purchase Order# P187183):	\$250,000.00
Contract Amendment #1 (Funding Increase/Addition; Purchase Order# P187183):	\$200,000.00
Contract Amendment #2 (Administrative Modification; Funding Increase/Addition FY21-22; Purchase Order# P190333):	\$400,000.00
Contract Amendment #3 (Time Extension December 11, 2021 to December 10, 2022; Purchase Order #P190333):	\$00.00
Contract Amendment #4 (Funding Increase; Purchase Order #P190333):	\$350,000.00
Contract Amendment #5 (Funding Increase; Purchase Order #P190333):	\$200,000.00
Contract Amendment #6 (Funding Increase FY22-23; Purchase Order# P194912):	\$400,000.00
Contract Amendment #7 (Time Extension from December 11, 2022, to December 10, 2023; Purchase Order# P194912):	\$00.00
Contract Amendment #8 (Funding Increase; Purchase Order# P194912):	\$200,000.00
Current Contract Amount:	\$2,000,000.00
This Contract Amendment #9 (Administrative Modification; Funding Increase; Purchase Order# P194912):	\$300,000.00
Revised Contract Amount:	\$2,300,000.00

This Change is Acceptable:

Name of Firm

GH Smith Construction, Inc.

Karen S. McLaue
Print Name

Signature

Date

2/22/23

City of Columbia

Office of the City Manager

Teresa Wilson, City Manager

Signature

Date

Witness

APPROVED AS TO FORM
[Signature]
Legal Department, City of Columbia, SC
02/22/2023

Contract Amendment #9

Indefinite Delivery Contract (IDC) for Waterline/Hydrant Leaks Restoration Services

Columbia Water Preapproved Contractors Listing

Lake Murray Utility Company, Incorporated

February 15, 2023

Description of Change: Request change in Agreement for services between the City of Columbia (City) and Lake Murray Utility Company, Incorporated (Contractor) executed December 3, 2020 (Agreement) to amend the not to exceed contract amount and increase Fiscal Year 2022 – 2023 funding for additional water main leak repairs, fire hydrant repairs, and replacements as provided below:

This amendment modifies *Section 6. Compensation, A.* of the agreement (previously modified via amendment two) and revises amendment five to provide the following revised statement: *"The total compensation to be paid by the City to the Contractor under this Contract shall not exceed Seven Hundred Fifty Thousand Dollars and No/100 (\$750,000.00)"* to read *"The total compensation to be paid by the City to the Contractor under this Contract shall not exceed One Million Dollars and No/100 (\$1,000,000.00) for each Fiscal Year."*

This amendment also provides additional funding for Fiscal Year 2022 – 2023 as represented in the table below.

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

Current and Proposed Change and Basis for Payment:

Original Contract Amount (Term December 11, 2020 to December 10, 2021; Purchase Order# P187184):	\$250,000.00
Amendment #1 (Funding Increase/Addition; Purchase Order# P187184):	\$150,000.00
Contract Amendment #2 (Administrative Modification; Funding Increase/Addition FY21-22; Purchase Order# P190334):	\$400,000.00
Contract Amendment #3 (Time Extension December 11, 2021 to December 10, 2022; Purchase Order# P190334):	\$00.00
Contract Amendment #4 (Funding Increase; Purchase Order# P190334):	\$350,000.00
Contract Amendment #5 (Funding Increase; Purchase Order# P190334):	\$200,000.00
Contract Amendment #6 (Funding Increase FY22-23; Purchase Order# P194911):	\$400,000.00
Contract Amendment #7 (Time Extension December 11, 2022 to December 10, 2023; Purchase Order# P194911):	\$00.00
Contract Amendment #8 (Funding Increase; Purchase Order# P194911):	\$200,000.00
Current Contract Amount:	\$1,950,000.00
This Contract Amendment #9 (Administrative Modification; Funding Increase; Purchase Order# P194911):	\$300,000.00
Revised Contract Amount:	\$2,250,000.00

This Change is Acceptable:

Name of Firm

Lake Murray Utility Company, Incorporated

R. Jennings Parker

Print Name

R. Jennings Parker

Signature

2-23-2023

Date

City of Columbia

Office of the City Manager

Teresa Wilson, City Manager

Signature

Date

Witness

APPROVED AS TO FORM
[Signature]
Legal Department City of Columbia, SC
02/22/2023



We Are Columbia

MEETING DATE: March 7, 2023

DEPARTMENT: Legal Department

FROM: *Teresa Knox, City Attorney*

SUBJECT: Ordinance No.: 2023-015 - Granting an encroachment to Naman Gervais, LLC for the use of the right of way areas of the 400 block of Gervais Street, the 1100 block of Huger Street, the 400 block of Senate Street and the 1100 block of Williams Street for the installation and maintenance of sidewalks, curb cuts, four on-street parking spaces, landscaping and irrigation adjacent to 400 Gervais Street, Richland County TMS# 08912-11-01, 08912-11-02 and 08912-11-04

**FUNDING SOURCE &
ORIGINAL BUDGET:**

FOCUS AREAS: Planning Together

PURPOSE:

First reading approval was given on February 21, 2023.

ATTACHMENTS:

- **#a:** 2023-015 - TruByHilton Encroachment (PDF)
- **#b:** TruByHiltonEncroachmentcasepacket (PDF)

HISTORY:

02/21/23

Columbia City Council

APPROVED ON FIRST READING.

ORDINANCE NO.: 2023-015

Granting an encroachment to Naman Gervais, LLC for the use of the right of way areas of the 400 block of Gervais Street, the 1100 block of Huger Street, the 400 block of Senate Street and the 1100 block of Williams Street for the installation and maintenance of sidewalks, curb cuts, four on-street parking spaces, landscaping and irrigation adjacent to 400 Gervais Street, Richland County TMS# 08912-11-01, 08912-11-02 and 08912-11-04

WHEREAS, Naman Gervais, LLC, (hereinafter "Grantee") desires to utilize a portion of the right of way areas of the 400 block of Gervais Street, the 1100 block of Huger Street, the 400 block of Senate Street and the 1100 block of Williams Street for the installation and maintenance of sidewalks measuring approximately eight (8') feet in width eight hundred twenty five (825') feet in length, two (2) curb cuts, four (4) on-street parking spaces measuring approximately eight (8') feet in width eighteen (18') feet in length, landscaping and irrigation adjacent to 400 Gervais Street, as shown on the attached drawings; and,

WHEREAS, it appears that the encroachment will not interfere with the use of the medians or street for traffic, utility locations or other uses within the foreseeable future; NOW, THEREFORE,

BE IT ORDAINED by the Mayor and City Council of the City of Columbia, South Carolina, this _____ day of _____, 2023, that Grantee is hereby granted the right to use the right of way areas of the 400 block of Gervais Street, the 1100 block of Huger Street, the 400 block of Senate Street and the 1100 block of Williams Street adjacent to 400 Gervais Street, Richland County TMS# 08912-11-01, 08912-11-02 and 08912-11-04, for the installation and maintenance of sidewalks measuring approximately eight (8') feet in width eight hundred twenty five (825') feet in length, two (2) curb cuts, four (4) on-street parking spaces measuring approximately eight (8') feet in width eighteen (18') feet in length, landscaping and irrigation as shown on the attached drawings.

PROVIDED FURTHER that all work shall comply with the requirements of The City of Columbia, South Carolina Department of Transportation (SCDOT) and Federal Emergency Management Agency (FEMA) now in existence or hereafter enacted. The materials and type of finish to be used are to be approved by the City Engineer prior to installation. Any damage to the street or sidewalk caused by Grantee's construction shall be repaired to the satisfaction of the City Manager. Improvements within the encroachment shall be maintained by the grantee at no cost to the City in a manner approved by the City Manager; and,

PROVIDED further that in the event the City has to make repairs or maintain utility lines located within the encroachment area the City will replace any items removed for the utility repair or maintenance with like items to those removed; and,

PROVIDED FURTHER that the privilege granted hereby may be modified or terminated by Columbia City Council at any time without notice to the Grantee, its successors and assigns; and,

PROVIDED FURTHER that a certificate of insurance be issued as evidence of general liability insurance with at least the minimum amount of \$600,000.00 for personal injury and property damage and naming the City as an insured, be provided to and filed annually with the City Clerk by Grantee, his successors and assigns, as required by Chapter 11, Licenses, Permits, Business Regulations, Article III, Contractors, Sec. 11-71, 1998 Code of Ordinances of the City of Columbia, South Carolina.

PROVIDED FURTHER that the privilege granted hereby is subject to the Grantee complying with the following conditions, restrictions or limitations:

1. No item, including landscaping, shall be placed, planted or allowed to grow such that it creates a visual impediment to persons safely entering or exiting the driveway or to persons safely walking along the sidewalk. The City reserves the right to remove or cut any item located within the right of way which it deems to be a safety hazard.

2. Grantee is responsible for all maintenance and assuring that all accessibility and ADA requirements are met and maintained.

3. Grantee is responsible for maintaining landscaping and improvements.

4. Irrigation must be designed to avoid spraying walkways, sidewalks and streets and/or creating hazardous conditions upon the walkways, sidewalks and streets.

5. Obstructions of more than be four (4') feet in height are prohibited within the sight-visibility triangle.

6. Forestry and Beautification shall be provided access to trees within the right of way for maintenance purposes.

7. All trees shall be protected and no large tree roots shall be removed from any existing trees.

BE IT FURTHER ORDAINED that Grantee, in consideration of the above privilege, shall at its expense provide for protection and relocation of all utilities that might be within this area to the satisfaction of the City Manager.

Requested by:

Assistant City Manager Gentry

Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:


Deputy City Attorney

City Clerk

Introduced:

Final Reading:

**CITY COUNCIL
ENCROACHMENT SUMMARY
2023-015**



**400 BLOCK OF GERVAIS STREET, 1100 BLOCK OF HUGER SREET, 400 BLOCK
OF SENATE STREET, 1100 BLOCK OF WILLIAMS STREET
ADJACENT TO 400 GERVAIS STREET
SIDEWALKS, CURB CUTS, ON-STREET PARKING SPACES, LANDSCAPING AND
IRRIGATION**

Subject Property:	Right-of-way adjacent to 400 Gervais Street
Council District:	3
Proposal:	The applicant is requesting an encroachment for installation and maintenance of sidewalks, curb cuts, on-street parking spaces, landscaping and irrigation.
Applicant:	Naman Gervais, LLC
Staff Recommendation:	Approval.

Detail:	The applicant is requesting an encroachment for installation and maintenance of sidewalks measuring approximately eight (8') feet in width eight hundred twenty five (825') feet in length, two (2) curb cuts, four (4) on-street parking spaces measuring approximately eight (8') feet in width eighteen (18') feet in length, landscaping and irrigation adjacent to 400 Gervais Street, as shown on the attached drawings; and, Conditions of the proposed encroachment are as follows: 1. No item, including landscaping, shall be placed, planted or allowed to grow such that it creates a visual impediment to persons safely entering or exiting the driveway or to persons safely walking along the sidewalk. The City reserves the right to remove or cut any item located within the right of way which it deems to be a safety hazard. 2. Grantee is responsible for all maintenance and assuring that all accessibility and ADA requirements are met and maintained. 3. Grantee is responsible for maintaining landscaping and improvements. 4. Irrigation must be designed to avoid spraying walkways, sidewalks and streets and/or creating hazardous conditions upon the walkways, sidewalks and streets. 5. Obstructions of more than be four (4') feet in height are prohibited within the sight-visibility triangle. 6. Forestry and Beautification shall be provided access to trees within the right of way for maintenance purposes. 7. All trees shall be protected and no large tree roots shall be removed from any existing trees.
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Permanent Encroachment

Application and Checklist

Checklist for All Applications

A complete site plan application shall include the following information. Refer to the Procedures Manual for additional information about these requirements. Please initial to signify that the requested information has been provided.

	Applicant Initials	Staff Initials
A copy of this Application Checklist , completed by the applicant.	☒	☐
A completed and signed Application Form	☒	☐
Letters of Agency for all applications where the applicant is not the owner of the subject property	☒	☐
Pictures or specification sheet of the items to permanently encroach the Right-of-way	☒	☐
Existing Site Plan Please see page 4 below for required content.	1 copy: min. 18 x 24 inches or 1 digital copy (pdf format) - may be 8 ½ inches x 11 inches if legible	☒
Proposed Site Plan Please see page 4 below for required content.	1 copy: min. 18 x 24 inches or 1 digital copy (pdf format) - may be 8 ½ inches x 11 inches if legible	☒



Permanent Encroachment Application and Checklist

4. Project Description

Provide a brief description of the project and list all items that will be placed in the right-of-way (walls, fences, columns, steps, irrigation systems, landscaping, driveways, pavers, sidewalks/walkways, planters, awnings, etc.)

The project site is located on the east side of William Street between Gervais Street and Senate Street. The encroachment within Williams Street and Senate Street includes concrete sidewalks, asphalt driveways, stormwater drainage pipe, 6-inch water line, 10-inch sanitary sewer line, light poles, planters, irrigation.

For staff use only

Date received (M/D/Y): ____/____/____

By: _____



Permanent Encroachment Application and Checklist

5. Additional Submission Requirements

Existing Site Plan

This shall be a site plan of the existing conditions or a plat of survey, to scale and fully dimensioned.

Proposed Site Plan

The proposed site plan shall be prepared to scale and fully dimensioned, and include the following:

	Applicant	Staff
Total acreage	☒	☐
Location of lots and outlets (numbered and area in square feet)	☒	☐
Location of buildings (including setbacks from property lines and distances between buildings)	☒	☐
Location of parking and access/driveways	☒	☐
Location of rights-of-way and/or easements for streets, railroads, and utility	☒	☐
Lines upon and abutting subject property	☒	☐
Location of streets, alleys, railroads, and utility lines upon and abutting subject property	☒	☐
Section of sidewalk or right-of-way to be used for the encroachment	☒	☐
Proposed placement of permanent items and furnishings on the sidewalk	☒	☐
Proposed placement of permanent items and furnishings in the right-of-way	☒	☐
Location and height of all fences, walls, and exterior lighting in the right-of-way	☒	☐
North arrow	☒	☐
Scale	☒	☐
Vicinity map (at 1 inch equals 1,000 feet)	☒	☐

6. Acknowledgement

For a continuing encroachment on any type of property in which the City has an interest (i.e., rights of way, tree zone, sidewalk, streets), the person or entity is required to have an encroachment ordinance enacted by City Council permitting the encroachment. Encroachment ordinances are required for but not limited to: irrigation systems; landscaping; fencing; walls; pavers; walkways; outdoor dining items (chairs, tables, umbrellas, etc.); awnings; bollards and directional signs (i.e., churches) Business signs are NOT permitted via an encroachment.

Encroachments must comply with all existing City codes, rules and regulations, the Americans with Disabilities Act, if applicable, and are subject to review and approval by City staff. Enactment of the encroachment ordinance by a majority vote of City Council, which is a discretionary legislative act, is also required.

In order to obtain an encroachment ordinance from the City of Columbia, it will be necessary for the City of Columbia to be named as an additional insured on your insurance policy with limits being increased to \$600,000 as required by Sec. 11-71. It is recommended that you contact your insurance provider to determine if it will name the City of Columbia as an additional insured prior to submitting your request for an encroachment ordinance. If you have any questions concerning these requirements, please contact Chip Timmons with Risk Management, (803) 733-8306 or catimmons@columbiasc.net.

All work shall comply with the requirements of the City of Columbia and South Carolina Department of Transportation now in existence or hereafter enacted. The materials and type of finish to be used are to be approved by the City Engineer prior to installation.



Permanent Encroachment Application and Checklist

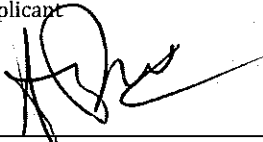
Any damage to the street or sidewalk caused by construction shall be repaired to the satisfaction of the City Manager. Improvements within the encroachment shall be maintained by the grantee at no cost to the City in a manner approved by the City Manager.

Property owned, operated and maintained by SCDOT shall comply with SCDOT encroachment requirements.

Permittee understands and agrees that the privilege granted may be modified or terminated by the City of Columbia at any time without notice and that the privilege granted hereby is subject to applicant's compliance with the following conditions, restrictions or limitations:

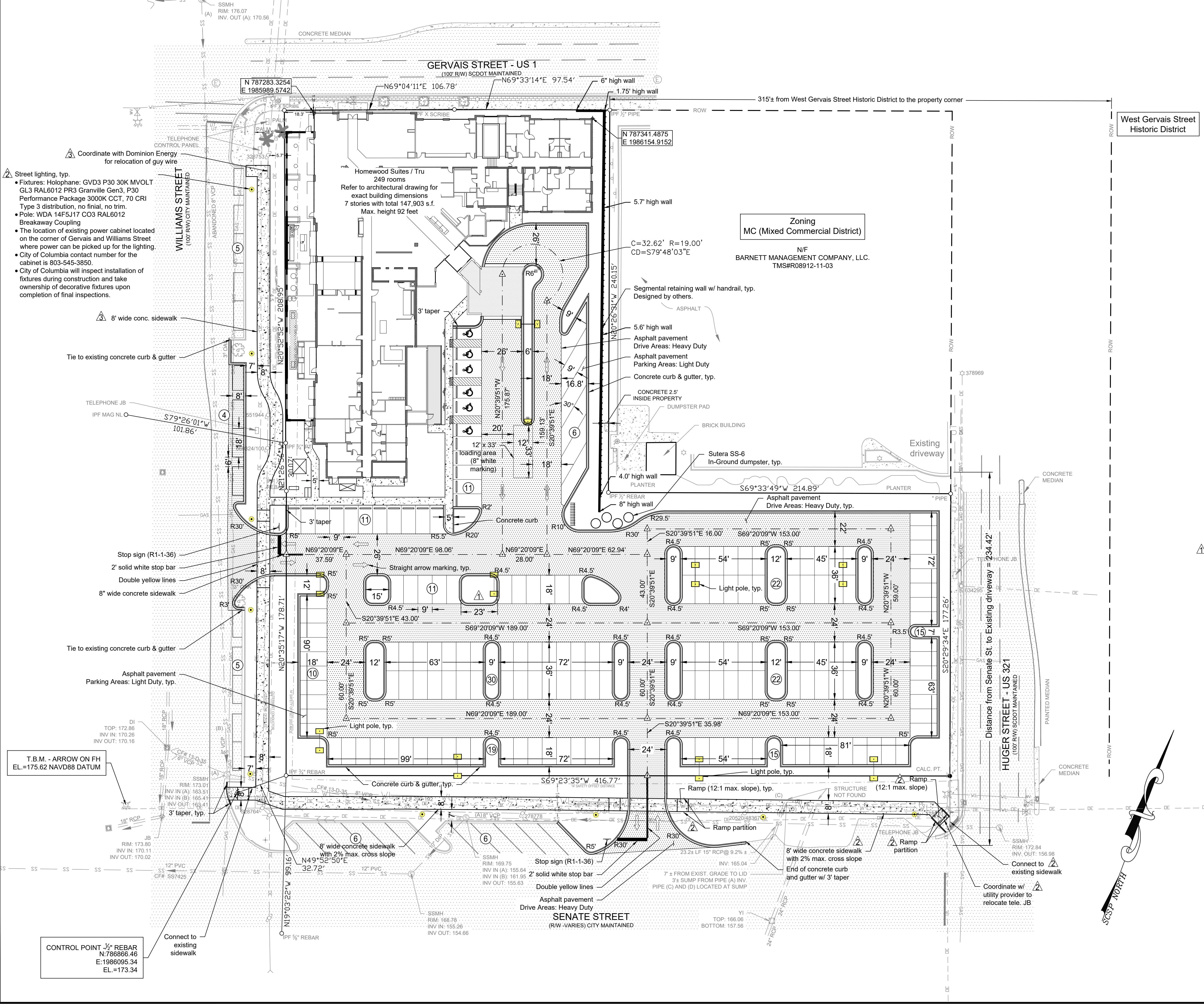
Permittee must comply with all existing City of Columbia and any other state or federal codes, rules and regulations, as applicable including the Americans with Disabilities Act, now in existence or hereafter enacted.

7. Signature

Signature of Applicant 	
Print Name Ashok Patel	Date 12/13/22



The utilities are shown for the contractor's convenience only. There may be other utilities not shown on these Plans. The Engineer assumes no responsibility to verify the locations shown and it shall be the contractor's responsibility to verify the locations of all utilities within the limits of the work. All damage made to existing utilities by the contractor shall be the sole responsibility of the contractor.



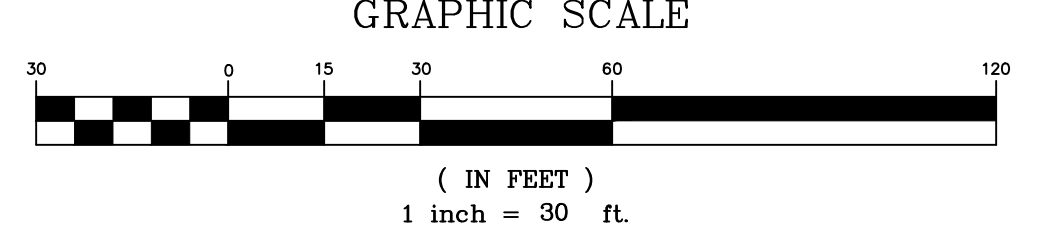
Building Information		
Max. Height	92 ft	Gross Area
Homewood Suites / Tru Hotel		147,903 s.f.



LEGEND	
	Fire hydrant
	Water valve
	Water meter
	Gas valve
	Sanitary sewer manhole
	Cleanout (CO)
	Natural gas line
	Sanitary sewer line
	Water line
	Fence line
	Overhead electric
	Underground telephone
	Underground fiber optic
	Underground cable TV
	Telephone pedestal
	Curb & gutter
	Junction box (JB)
	Drop inlet (DI)
	Drop Inlet & Hood (DI&H)
	Yard inlet (YI)
	Storm drain pipe
	Concrete sidewalk
	Power pole & guy
	Light pole
	Electrical box
	Sign
	Direction of runoff

Project Summary:
TMS Number: R08912-11-01, R08912-11-04, R08912-11-02
Total Area of parcels: 2.82 acres
Type of development: Hotels
Zoning: MC (Mixed Commercial) district
Building setback:
• Minimum front setback: 0 feet
• Maximum front setback: 10 feet
Open space requirement: minimum 5% (Table 17-5.5(C))
Required open space: 2.81 acres x 5 % = 0.14 acre
Bicycle parking requirement: (Table 17-5.2(i)(1)b)
Minimum 2 short-term spaces
Minimum 1 long-term bicycle parking space for every 20 rooms
Provided bicycle parking space:
• Short-term: 2
• Long-term: 249 room / 20 rooms per 1 space = 13
Off-street loading berths requirement: (Table 17-5.2(j)(1))
• Loading space dimension: 12 ft x 33 ft
• Number of space: 1
Parking calculation:
• Parking required: N/A
• Total Parking provided: 194 (172+22)
• Off-Street Parking provided: 172 including 6 handicap parking spaces
• Surface parking: 173
• Street Parking provided: 22
• William Street: 10
• Senate Street: 12

Notes:
1. Boundary & topographic information furnished by Chao and Associates, Inc., dated 7/29/2021.
2. Benchmark is based on mean sea level datum.
3. All pavement dimensions are referenced to the face of curb where applicable.
4. All work shall be in accordance with the grading code of the City of Columbia, any special requirements of the permit and the referenced geotechnical report contained in these documents.
5. A pre-construction meeting is required before the start of grading with the following parties present: owner, grading contractor, design civil engineer, and the City of Columbia.
6. Approved copies of the grading and erosion control plans shall be on the permitted site while work is in progress.
7. Refer to architectural drawing for exact dimensions of the proposed buildings.
8. Asphalt pavement thickness design is shown on geotechnical report.
9. Contractor to coordinate the utility providers to relocate existing utility facilities as necessary.
10. All pavement markings shall meet the requirements of the Manual On Uniform Traffic Control Devices (MUTCD) latest edition.
References:
Homewood -Tru Hotel, William & Senate Street, Richland County, Columbia, SC. Geotechnical Investigation Prepared for, or on behalf of: Naman Gervais, LLC, Florence, SC. Prepared by Geo-Systems Design & Testing, Inc. dated August 8, 2022.



Prepared by:
Chao & Associates, Inc.

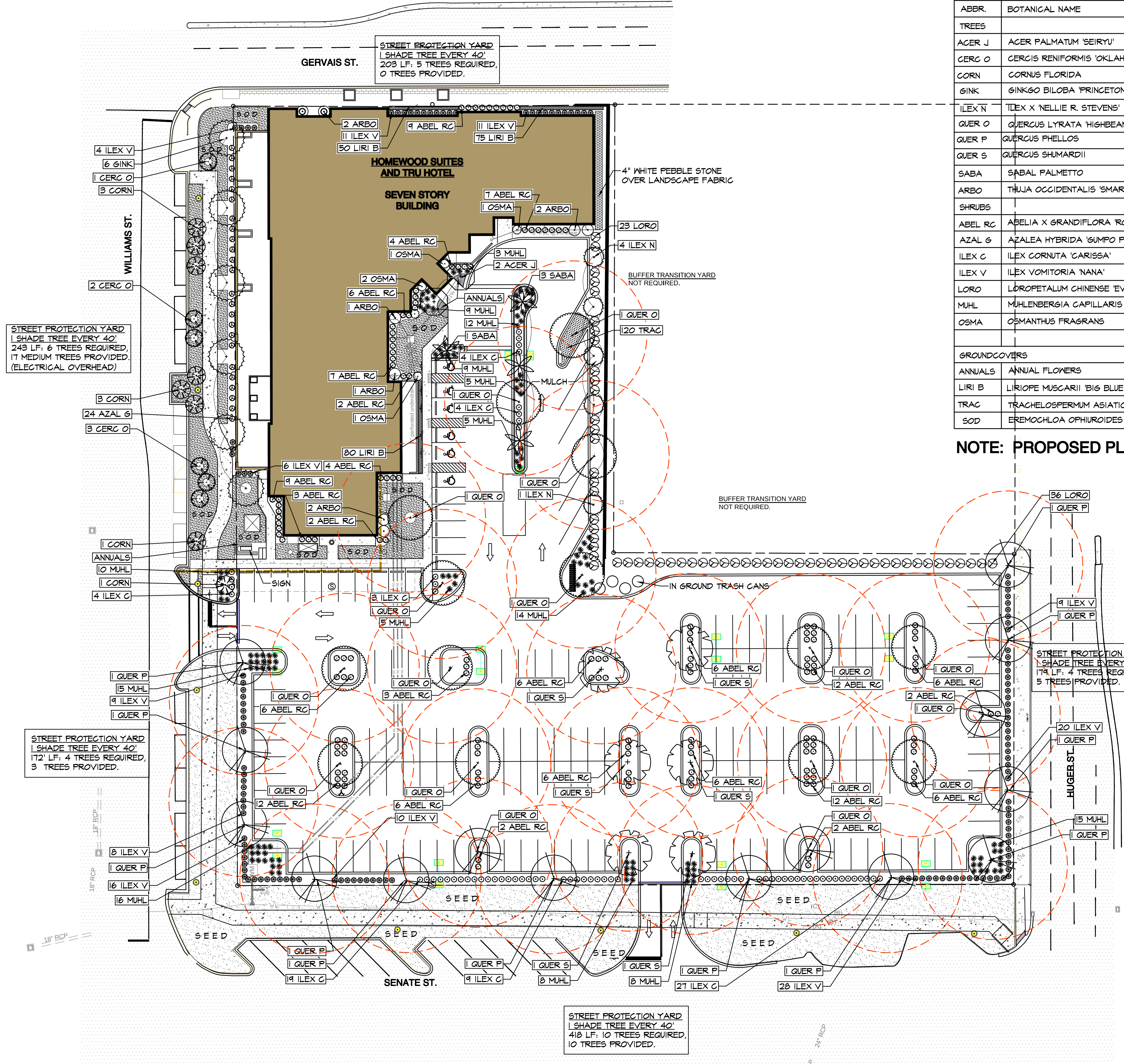
Civil - Structural - Survey
7 Clusters Court
Columbia, SC 29210
Voice: (803) 772-8420
Fax: (803) 772-9120
Email: consul@chaoinc.com



Site Layout Plan
Homewood Suites / Tru - Columbia Downtown, SC
Prepared For:
Naman Gervais, LLC
In the City of Columbia, Richland County
400 Gervais St., 411 Senate St., 410 Gervais St., Columbia, SC 29201

Drawn: HMC
Checked: GAL
Revised:
12/01/2022 Revised per owner's comment
12/09/2022 Revised per City's street light comment
01/09/2023 Revised per City's sidewalk comment
Project No.: 577978C
File: 577978C.dwg

C2.0
Sheet Number
April 28, 2022
Date



HOMWOOD SUITES PLANT LIST

ABBR.	BOTANICAL NAME	COMMON NAME	MINIMUM					COMMENTS	QTY.	
			CALIPER	SPREAD	HEIGHT	BALL DIA.	NO. CANES			
TREES										
ACER J	ACER PALMATUM 'SEIRYU'	SEIRYU JAPANESE MAPLE	2"	4'	8'	24"	1	SPECIMEN	2	
CERC O	CERCIS RENIFORMIS 'OKLAHOMA'	OKLAHOMA REDBUD	2"		6'	20"	1	SPECIMEN	6	
CORN	CORNUS FLORIDA	FLOWERING DOGWOOD	2"		6'	20"	1	SPECIMEN	5	
GINK	GINKGO BILOBA 'PRINCETON SENTRY'	GINKGO	3"	4'	14'-16'	32"	1	MATCHING, SPECIMEN	6	
ILEX N	ILEX X NELLIE R. STEVENS'	NELLIE STEVENS' HOLLY		4'-6'	8'	21"	1	MATCHING, SPECIMEN	5	
QUER O	QUERCUS LYRATA 'HIGHBEAM'	'HIGHBEAM' OVERCUP OAK	4"	6'	12'-14'	32"		MATCHING, SPECIMEN	13	
QUER P	QUERCUS PHELLOS	WILLOW OAK	4"	6'	12'-14'	32"	1	MATCHING, SPECIMEN	15	
QUER S	QUERCUS SHUMARDII	SHUMARD OAK	4"	6'	12'-14'	32"	1	MATCHING, SPECIMEN	6	
SABA	SABAL PALMETTO	PALMETTO			10'-12'		1	SPECIMEN	4	
ARBO	THUJA OCCIDENTALIS 'SMARAGD'	'EMERALD GREEN' ARBORVITAE			4'			AS SHOWN	6	
SHRUBS										
ABEL RC	ABELIA X GRANDIFLORA 'ROSE CREEK'	'ROSE CREEK' ABELIA		15"	12"	3 GAL.	3-5	PLANT 3' O.C.	146	
AZAL G	AZALEA HYBRIDA 'GUMPO PINK'	'GUMPO PINK' SATSUKI HYBRID AZALEA		15"	15"	3 GAL.	3-5	PLANT 3' O.C.	24	
ILEX C	ILEX CORNUTA 'CARISSA'	CARISSA HOLLY		15"-18"	12"	3 GAL.	3-5	PLANT 3' O.C.	70	
ILEX V	ILEX VOMITORIA 'NANA'	DWARF YAUPOH HOLLY		18"	18"	3 GAL.	3-5	PLANT 3' O.C.	132	
LORO	LOROPETALUM CHINENSE 'EVER RED'	EVER RED LOROPETALUM		24"	24"	3 GAL.	3-5	PLANT 5' O.C.	54	
MUHL	MUHLENBERGIA CAPILLARIS	PINK MUHLY GRASS		18"	18"	3 GAL.		PLANT 3' O.C.	130	
OSMA	OSMANTHUS FRAGRANS	FRAGRANT TEA OLIVE		24"	24"	3 GAL.	3-5	PLANT 4' O.C.	5	
GROUNDCOVERS										
ANNUALS	ANNUAL FLOWERS	(VARIETY TO BE SELECTED)								
LIRI B	LIRIOPE MUSCARI 'BIG BLUE'	'BIG BLUE' LIRIOPE				PINT		PLANT 12" O.C.	205	
TRAC	TRACHELOSPERMUM ASIATICUM	ASIATIC JASMINE				PINT	5-7	PLANT 18" O.C.	120	
SOD	EREMOCHLOA OPHUROIDES	CENTPEDE GRASS						WELL ROOTED		

NOTE: PROPOSED PLANTING REQUIRES INSTALLATION OF MECHANICAL IRRIGATION SYSTEM.

LEGEND

KEY	DESCRIPTION
	LIGHT POST
	STREET LIGHT
	40' RADIUS TREE SHADE IN PARKING AREAS
	PLANT KEY



We Are Columbia

MEETING DATE: March 7, 2023

DEPARTMENT: Legal Department

FROM: *Teresa Knox, City Attorney*

SUBJECT: Ordinance No.: 2023-026 - Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 21, Stormwater Management and Sedimentation Control, Article III, Flood Damage Prevention, Division 3, Flood Hazard Reduction, Section 21-172, Specific Standards

**FUNDING SOURCE &
ORIGINAL BUDGET:**

FOCUS AREAS: Planning Together

PURPOSE:

The City of Columbia participates in the Community Rating System (CRS) for FEMA. This update in the ordinance is required to comply with FEMA's standards. Furthermore, it will improve our rating and benefit the City of Columbia citizens who will have to pay less on their flood insurance.

First reading approval was given on February 21, 2023.

ATTACHMENTS:

- **#a:** 2023-026 - Amending Chapter 21 (PDF)

HISTORY:

02/21/23

Columbia City Council

APPROVED ON FIRST READING.

ORDINANCE NO.: 2023-026

Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 21, Stormwater Management and Sedimentation Control, Article III, Flood Damage Prevention, Division 3, Flood Hazard Reduction, Section 21-172, Specific Standards

BE IT ORDAINED by the Mayor and Council this _____ day of _____, 2023, that the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 21, Stormwater Management and Sedimentation Control, Article III, Flood Damage Prevention, Division 3, Flood Hazard Reduction, Section 21-172, Specific Standards is amended to read as follows:

Sec. 21-172. Specific standards.

In all areas of special flooding hazard where base flood elevation data has been provided, the following provisions are required:

(1) Residential construction. New construction and substantial improvement of any residential structure (including manufactured homes) shall have the lowest floor, including machinery and equipment ~~basement~~, elevated no lower than two feet above the base flood elevation. No basements are permitted. Should solid foundation perimeter walls be used to elevate a structure, flood openings sufficient to facilitate the unimpeded movement of floodwaters shall be provided in accordance with standards of subsection (3) of this section.

(2) Nonresidential construction. New construction and substantial improvement of any commercial, industrial or nonresidential structure (including manufactured homes) shall have the lowest floor, including machinery and equipment ~~basement~~, elevated no lower than two feet above the level of the base flood elevation. No basements are permitted. Structures located in all A zones may be flood proofed in lieu of being elevated provided that all areas of the structure below the required elevation are watertight with walls substantially impermeable to the passage of water, and use structural components having the capability of resisting hydrostatic and hydrodynamic loads and the effects of buoyancy. A registered professional engineer or architect shall certify that the standards of this subsection are satisfied.

Requested by:

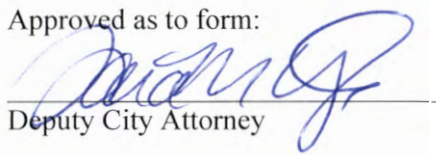
Utilities and Engineering _____

Mayor

Approved by:

City Manager

Approved as to form:


Deputy City Attorney

ATTEST:

City Clerk

Introduced:

Final Reading:

Last revised: 2/2/2023

23015732

LEGAL DEPARTMENT DRAFT



We Are Columbia

MEETING DATE: March 7, 2023

DEPARTMENT: Legal Department

FROM: *Teresa Knox, City Attorney*

SUBJECT: Ordinance No.: 2023-027 - Granting an encroachment to Naromi, LP, for the use of the right of way areas of the 100 block of Earth Road and the 300 block of Spears Creek Church Road for the installation and maintenance of four curb cuts and sidewalks adjacent to 185 Earth Road, Richland County TMS#25700-04-02

**FUNDING SOURCE &
ORIGINAL BUDGET:**

FOCUS AREAS: Planning Together

PURPOSE:

First reading approval was given on February 21, 2023.

ATTACHMENTS:

- **#a:** 2023-027 - Earth Rd Encroachment (PDF)
- **#b:** Earth Rd Encroachment Case packet (PDF)

HISTORY:

02/21/23

Columbia City Council

APPROVED ON FIRST READING.

ORDINANCE NO.: 2023-027

Granting an encroachment to Naromi, LP, for the use of the right of way areas of the 100 block of Earth Road and the 300 block of Spears Creek Church Road for the installation and maintenance of four curb cuts and sidewalks adjacent to 185 Earth Road, Richland County TMS#25700-04-02

WHEREAS, Naromi, LP, (hereinafter "Grantee") desires to utilize a portion of the right of way areas of the 100 block of Earth Road and the 300 block of Spears Creek Church Road for the installation and maintenance of four (4) curb cuts and sidewalks measuring approximately six (6') feet in width one thousand seven hundred (1,700') feet in length adjacent to 185 Earth Road, as shown on the attached drawings; and,

WHEREAS, it appears that the encroachment will not interfere with the use of the medians or street for traffic, utility locations or other uses within the foreseeable future; NOW, THEREFORE,

BE IT ORDAINED by the Mayor and City Council of the City of Columbia, South Carolina, this ____ day of _____, 2023, that Grantee is hereby granted the right to use the right of way areas of the 100 block of Earth Road and the 300 block of Spears Creek Church Road adjacent to 185 Earth Road, Richland County TMS#25700-04-02, for the installation and maintenance of four (4) curb cuts and sidewalks measuring approximately six (6') in width one thousand seven hundred (1,700') in length as shown on the attached drawings.

PROVIDED FURTHER that all work shall comply with the requirements of The City of Columbia, South Carolina Department of Transportation (SCDOT) and Federal Emergency Management Agency (FEMA) now in existence or hereafter enacted. The materials and type of finish to be used are to be approved by the City Engineer prior to installation. Any damage to the street or sidewalk caused by Grantee's construction shall be repaired to the satisfaction of the City Manager. Improvements within the encroachment shall be maintained by the grantee at no cost to the City in a manner approved by the City Manager; and,

PROVIDED further that in the event the City has to make repairs or maintain utility lines located within the encroachment area the City will replace any items removed for the utility repair or maintenance with like items to those removed; and,

PROVIDED FURTHER that the privilege granted hereby may be modified or terminated by Columbia City Council at any time without notice to the Grantee, its successors and assigns; and,

PROVIDED FURTHER that a certificate of insurance be issued as evidence of general liability insurance with at least the minimum amount of \$600,000.00 for personal injury and property damage and naming the City as an insured, be provided to and filed annually with the City Clerk by Grantee, his successors and assigns, as required by Chapter 11, Licenses, Permits, Business Regulations, Article III, Contractors, Sec. 11-71, 1998 Code of Ordinances of the City of Columbia, South Carolina.

PROVIDED FURTHER that the privilege granted hereby is subject to the Grantee complying with the following conditions, restrictions or limitations:

1. No item, including landscaping, shall be placed, planted or allowed to grow such that it creates a visual impediment to persons safely entering or exiting the driveway or to persons safely walking along the sidewalk. The City reserves the right to remove or cut any item located within the right of way which it deems to be a safety hazard.
2. Grantee is responsible for all maintenance and assuring that all accessibility and ADA requirements are met and maintained.
3. Grantee is responsible for maintaining landscaping and improvements.
4. Irrigation must be designed to avoid spraying walkways, sidewalks and streets and/or creating hazardous conditions upon the walkways, sidewalks and streets.
5. Obstructions of more than be four (4') feet in height are prohibited within the sight-visibility triangle.
6. Forestry and Beautification shall be provided access to trees within the right of way for maintenance purposes.
7. All trees shall be protected and no large tree roots shall be removed from any existing trees.

BE IT FURTHER ORDAINED that Grantee, in consideration of the above privilege, shall at its expense provide for protection and relocation of all utilities that might be within this area to the satisfaction of the City Manager.

Requested by:

Assistant City Manager Gentry

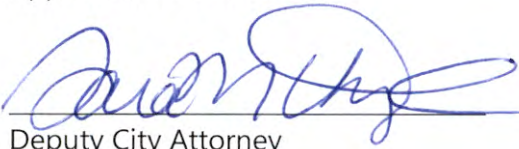
Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:


Deputy City Attorney

City Clerk

Introduced:

Final Reading:

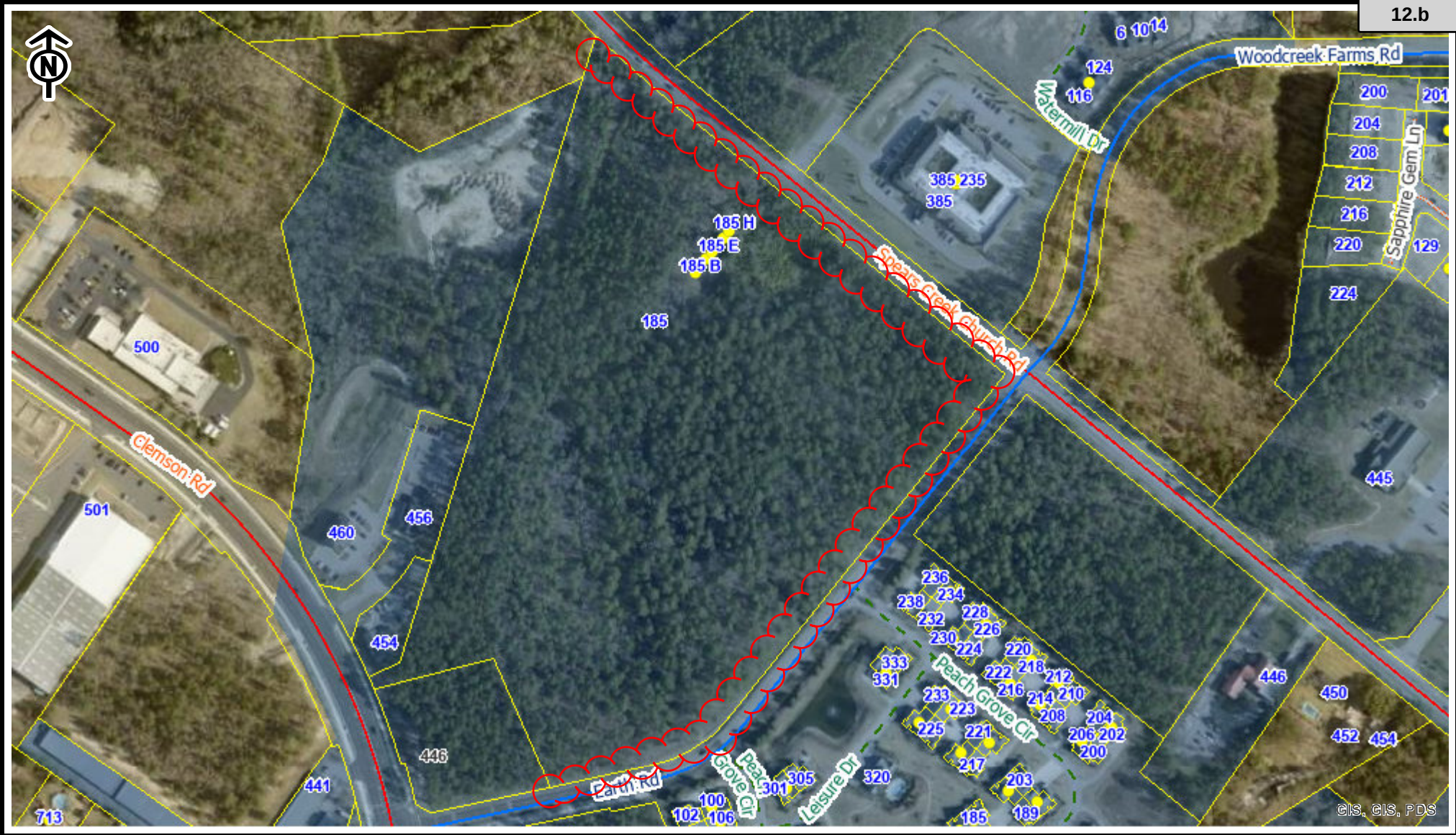
**CITY COUNCIL
ENCROACHMENT SUMMARY
2023-027**



**100 BLOCK OF EARTH ROAD AND 300 BLOCK OF SPEARS CREEK CHURCH
ROAD
ADJACENT TO 185 EARTH ROAD
CURB CUTS AND SIDEWALKS**

Subject Property:	Right-of-way adjacent to 185 Earth Road
Council District:	4
Proposal:	The applicant is requesting an encroachment for installation and maintenance of four curb cuts and sidewalks.
Applicant:	CHI-Columbia, LLC
Staff Recommendation:	Approval.

Detail:	The applicant is requesting an encroachment for installation and maintenance of four (4) curb cuts and sidewalks measuring approximately six (6') feet in width one thousand seven hundred (1,700') feet in length adjacent to 185 Earth Road, as shown on the attached drawings; and, Conditions of the proposed encroachment are as follows: 1. No item, including landscaping, shall be placed, planted or allowed to grow such that it creates a visual impediment to persons safely entering or exiting the driveway or to persons safely walking along the sidewalk. The City reserves the right to remove or cut any item located within the right of way which it deems to be a safety hazard. 2. Grantee is responsible for all maintenance and assuring that all accessibility and ADA requirements are met and maintained. 3. Grantee is responsible for maintaining landscaping and improvements. 4. Irrigation must be designed to avoid spraying walkways, sidewalks and streets and/or creating hazardous conditions upon the walkways, sidewalks and streets. 5. Obstructions of more than be four (4') feet in height are prohibited within the sight-visibility triangle. 6. Forestry and Beautification shall be provided access to trees within the right of way for maintenance purposes. 7. All trees shall be protected and no large tree roots shall be removed from any existing trees.
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City of Columbia City of Columbia



This map was prepared using
the City GIS Viewer:

City of Columbia - GIS Division
Wednesday, November 16, 2022

Address Point

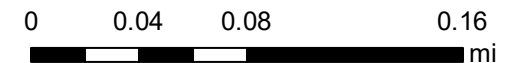
- Active
- Vacant
- Tax Parcel

Street & Ownership

- Interstate

- Highway
- City Maintained
- State Maintained
- - Private
- Others
- Columbia City Limits

- Red: Band_1
- Green: Band_2
- Blue: Band_3



CITY OF COLUMBIA GIS DATA DISCLAIMER:

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Permanent Encroachment

Application and Checklist

Checklist for All Applications

A complete site plan application shall include the following information. Refer to the Procedures Manual for additional information about these requirements. Please initial to signify that the requested information has been provided.

		Applicant Initials	Staff Initials
A copy of this Application Checklist, completed by the applicant.		DW	
A completed and signed Application Form		DW	
Letters of Agency for all applications where the applicant is not the owner of the subject property		DW	
Pictures or specification sheet of the items to permanently encroach the Right-of-way		DW	
Existing Site Plan Please see page 4 below for required content.	1 copy: min. 18 x 24 inches or 1 digital copy (pdf format) – may be 8 ½ inches x 11 inches if legible	DW	
Proposed Site Plan Please see page 4 below for required content.	1 copy: min. 18 x 24 inches or 1 digital copy (pdf format) – may be 8 ½ inches x 11 inches if legible	DW	



Permanent Encroachment Application and Checklist

4. Project Description

Provide a brief description of the project and list all items that will be placed in the right-of-way (walls, fences, columns, steps, irrigation systems, landscaping, driveways, pavers, sidewalks/walkways, planters, awnings, etc.)

Construction of 46,791 sf Grocery with attached 12,000 sf Retail space. Construction of infrastructure (paving, drainage, water, sewer, etc.) to serve proposed development and 3 future outparcels. Grading for proposed construction including stormwater pond. Construction of 2 driveways, Sidewalk, Drainage inlets and pipes, and open cut to install water main in Earth Rd ROW

For staff use only

Date received (M/D/Y): ____/____/____

By: _____



Permanent Encroachment

Application and Checklist

5. Additional Submission Requirements

Existing Site Plan

This shall be a site plan of the existing conditions or a plat of survey, to scale and fully dimensioned.

Proposed Site Plan

The proposed site plan shall be prepared to scale and fully dimensioned, and include the following:

	Applicant	Staff
Total acreage	☒	☐
Location of lots and outlets (numbered and area in square feet)	☒	☐
Location of buildings (including setbacks from property lines and distances between buildings)	☒	☐
Location of parking and access/driveways	☒	☐
Location of rights-of-way and/or easements for streets, railroads, and utility	☒	☐
Lines upon and abutting subject property	☒	☐
Location of streets, alleys, railroads, and utility lines upon and abutting subject property	☒	☐
Section of sidewalk or right-of-way to be used for the encroachment	☒	☐
Proposed placement of permanent items and furnishings on the sidewalk	☒	☐
Proposed placement of permanent items and furnishings in the right-of-way	☒	☐
Location and height of all fences, walls, and exterior lighting in the right-of-way	☒	☐
North arrow	☒	☐
Scale	☒	☐
Vicinity map (at 1 inch equals 1,000 feet)	☒	☐

6. Acknowledgement

For a continuing encroachment on any type of property in which the City has an interest (i.e., rights of way, tree zone, sidewalk, streets), the person or entity is required to have an encroachment ordinance enacted by City Council permitting the encroachment. Encroachment ordinances are required for but not limited to: irrigation systems; landscaping; fencing; walls; pavers; walkways; outdoor dining items (chairs, tables, umbrellas, etc.); awnings; bollards and directional signs (i.e., churches) Business signs are NOT permitted via an encroachment.

Encroachments must comply with all existing City codes, rules and regulations, the Americans with Disabilities Act, if applicable, and are subject to review and approval by City staff. Enactment of the encroachment ordinance by a majority vote of City Council, which is a discretionary legislative act, is also required.

In order to obtain an encroachment ordinance from the City of Columbia, it will be necessary for the City of Columbia to be named as an additional insured on your insurance policy with limits being increased to \$600,000 as required by Sec. 11-71. It is recommended that you contact your insurance provider to determine if it will name the City of Columbia as an additional insured prior to submitting your request for an encroachment ordinance. If you have any questions concerning these requirements, please contact Chip Timmons with Risk Management, (803) 733-8306 or catimmons@columbiasc.net.

All work shall comply with the requirements of the City of Columbia and South Carolina Department of Transportation now in existence or hereafter enacted. The materials and type of finish to be used are to be approved by the City Engineer prior to installation.



Permanent Encroachment

Application and Checklist

Any damage to the street or sidewalk caused by construction shall be repaired to the satisfaction of the City Manager. Improvements within the encroachment shall be maintained by the grantee at no cost to the City in a manner approved by the City Manager.

Property owned, operated and maintained by SCDOT shall comply with SCDOT encroachment requirements.

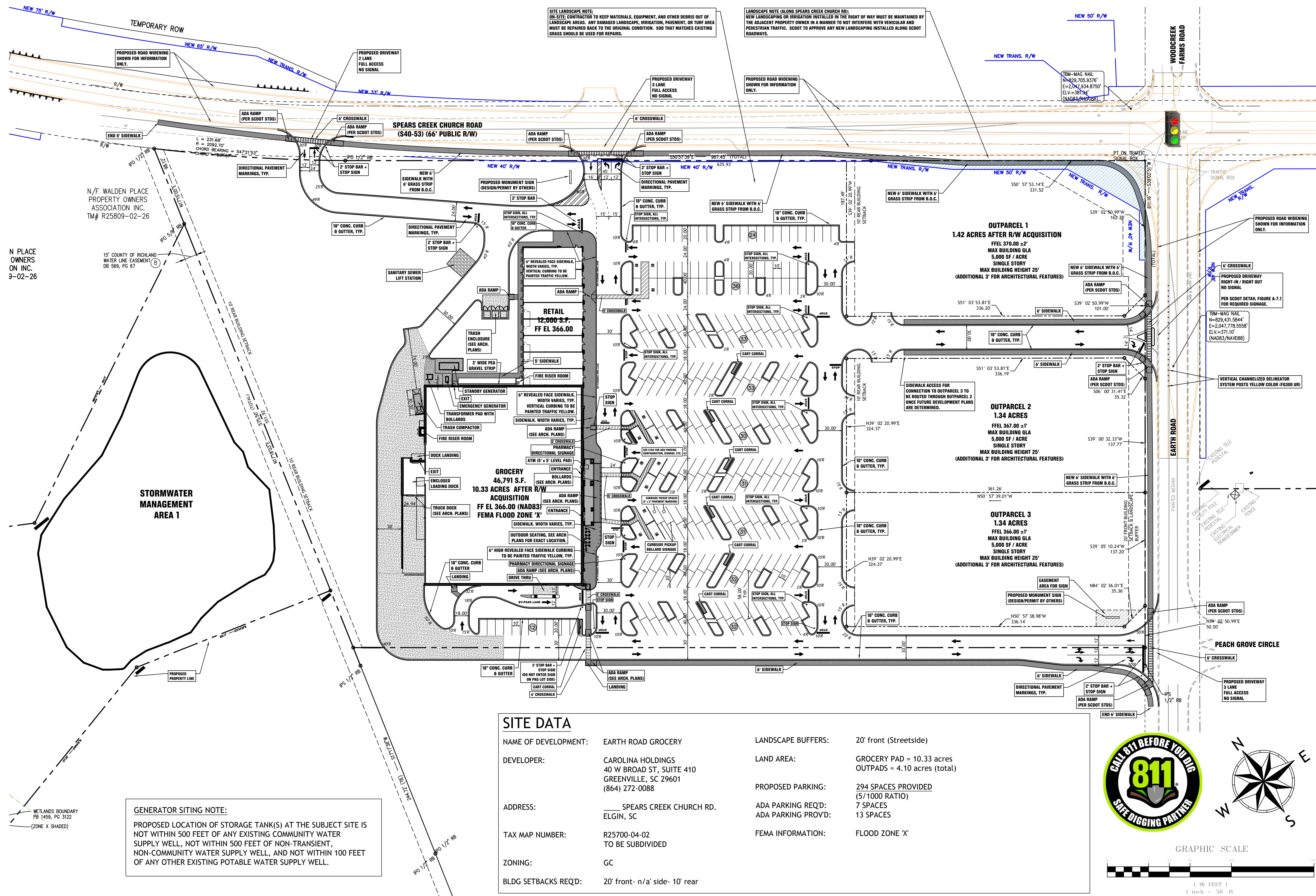
Permittee understands and agrees that the privilege granted may be modified or terminated by the City of Columbia at any time without notice and that the privilege granted hereby is subject to applicant's compliance with the following conditions, restrictions or limitations:

Permittee must comply with all existing City of Columbia and any other state or federal codes, rules and regulations, as applicable including the Americans with Disabilities Act, now in existence or hereafter enacted.

7. Signature

Signature of Applicant	
	
Print Name	Date
Dale Waldrop	9/08/22

PLAN REVISION	ISSUE DATE	ISSUE COMMENT
A	8-15-2022	ISSUED FOR REVIEW TO CLIENT AND TENANT
B	10-7-2022	ISSUED FOR TENANT REVIEW
C	10-14-2022	ADDED OFF-SITE POND
D	12-9-2022	REVISED PER TENANT COMMENTS
E	1-13-2023	REVISED PER TENANT COMMENTS
F	1-29-2023	REVISED PER TENANT COMMENTS
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We Are Columbia

MEETING DATE: March 7, 2023

DEPARTMENT: Legal Department

FROM: *Teresa Knox, City Attorney*

SUBJECT: Resolution No.: R-2023-014 - Authorizing consumption of beer and wine only within Boyd Plaza adjacent to the Columbia Museum of Art for Chaye Alexander presents Live on Boyd Plaza featuring Letron Branley & Friends on Sunday, April 23, 2023

FUNDING SOURCE & ORIGINAL BUDGET:

FOCUS AREAS: Planning Together

ATTACHMENTS:

- **#a:** R-2023-014 - Chaye Alexander presents Live on Boyd Plaza (Apr 23) (PDF)
- **#b:** CMA-Live on Boyd Plaza CA (PDF)
- **#c:** Security Request Form 4-23 (PDF)

RESOLUTION NO.: R-2023-014

Authorizing consumption of beer and wine only within Boyd Plaza adjacent to the Columbia Museum of Art for Chaye Alexander presents Live on Boyd Plaza featuring Letron Branley & Friends on Sunday, April 23, 2023

WHEREAS, the Columbia Museum of Art ("CMA") is hosting Chaye Alexander presents Live on Boyd Plaza featuring Letron Branley & Friends on Sunday, April 23, 2023 from 4:00 p.m. until 6:00 p.m.; and,

WHEREAS, the CMA has requested permission for the temporary closing and use of the courtyard/plaza area adjacent to the Museum for Chaye Alexander presents Live on Boyd Plaza from 3:00 p.m. until 7:00 p.m. for preparation and staging of the area for an outdoor event to be held between 4:00 p.m. until 6:00 p.m., and for patrons to consume beer and wine beverages only on Sunday, April 23, 2023 from 4:00 p.m. until 5:30 p.m.; and,

WHEREAS, to ensure the safety of attendees, Organizer understands and agrees as follows:

1. Firearms shall be prohibited in the Museum for Chaye Alexander presents Live on Boyd Plaza, regardless of whether such firearm is carried openly or concealed, and regardless of whether the individual carrying such firearm is a valid concealed weapons permit holder, on Sunday, April 23, 2023, 4:00 p.m. until 6:00 p.m. See Resolution No. 2021-099 (Sept. 7, 2021).
2. Organizer shall establish a boundary line around the event space at the courtyard/plaza area adjacent to the Museum and the Organizer shall ensure all entrance points into the permitted event area are posted with signage stating "NO CONCEALABLE WEAPONS ALLOWED" that complies with the size and formatting requirements of section 23-31-235 of the South Carolina Code.
3. When publicizing the event in the community, Organizer shall include the statement: "NO CONCEALABLE WEAPONS ALLOWED" to ensure the public has prior notice of this restriction.
4. Organizer shall work with the City to develop a written plan and design a footprint of the event area that adheres to applicable COVID-19 health and safety guidelines, as published by the CDC and SCDHEC, and Organizer shall modify the plans and footprint as such guidelines are updated.
5. The City may cancel the event at any time based upon public safety and/or public health concerns. The City shall not be financially responsible for any costs associated with the cancellation of the event.
6. Organizer shall display signs (physical and/or electronic) throughout the event area that discourage physical contact, such as hugs, handshakes, fist bumps, and high-fives during the event.
7. Organizer shall require that its agents, employees, vendors, contractors, and event attendees adhere to all applicable COVID-19 health and safety guidelines in effect at the time of the event.
8. To the extent the event occurs during a time in which the City has in effect any emergency ordinance or ordinance requiring face coverings or adherence to social distancing requirements, Organizer shall require that its agents, employees, vendors, contractors, and event attendees comply with the requirements of such ordinance(s).
9. The City strongly encourages Organizer to require that its agents, employees, vendors, contractors, and event attendees provide proof that they have been fully vaccinated against the SARS-CoV-2 virus prior to being granted permission to enter the event.
10. Organizer shall provide portable restroom facilities at the event unless it can substantiate the sufficient availability of both ADA accessible and non-accessible facilities in the immediate area of the event site which will be available to attendees during the event. Organizer shall provide a minimum of four (4) chemical or portable toilets and two (2) wash stations for every 250 people, or portion thereof, who attend the event. Ten percent (10%) of these facilities shall be ADA accessible. This figure is based upon the maximum number of attendees at the event during peak time. The City may determine the total number of required restroom facilities on a case-by-case basis. Organizer shall post signs or markers to prohibit lines or crowds forming near the event's restroom facilities without maintaining a distance of at least six (6) feet from other people.

11. Organizer shall post signs or markers to prohibit lines or crowds forming near food vendors and should encourage attendees to bring their own water. Alcohol, beer and/or wine shall be prohibited at the event without approval of a written resolution of City Council.

12. Organizer shall coordinate with food vendors to offer touchless payment options, if possible and available, or provide a tray for the exchange of payment to avoid hand-to-hand contact. Frequently touched surfaces should be cleaned after each customer and customers are encouraged to use their own pens.

13. At no cost to the City, Organizer shall be responsible for hiring no fewer than two (2) off-duty City of Columbia police officers during the hours of 3:00 p.m. until 7:00 p.m.

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 _____, 2023, that the sale of beer and wine beverages only in plastic containers or cans only is authorized on Sunday, April 23, 2023, from 4:00 p.m. until 5:30 p.m.

BE IT FURTHER RESOLVED that all vendors be restricted to stationary location and,

BE IT FURTHER RESOLVED that possession and consumption of alcoholic liquors or alcoholic beverages, other than beer and/or wine beverages 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 and/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 event 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's Solid Waste Division prior to the event and placed throughout the event area to ensure that trash and debris are well contained. Organizer shall return the roll carts and bagged trash and debris 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 event area, any costs incurred by the City in removing loose trash and debris within the event 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 only pedestrian traffic will be allowed within the event area. All other traffic, including, but not limited to, automobiles, trucks, motorcycles, mopeds, bicycles, skate boards, and horses, golf carts (except police golf carts or ATVs), and horse-drawn carriages, is prohibited. All pets, including cats, dogs (except police K-9s), horses, birds, lizards, and snakes, are prohibited. Coolers, glass bottles, breakable drinking glasses and/or cups, large bags, and backpacks shall be prohibited inside the event area; and,

BE IT FURTHER RESOLVED that during the designated time the closed portion of courtyard/plaza area adjacent to the Museum for Chaye Alexander presents Live on Boyd Plaza featuring Letron Brantley & Friends that serves as the designated event area, with the exception of any parking area and/or any other areas posted as to not allow alcoholic beverages, shall be declared to be a Public Park and the provisions of Chapter 15, Parks and Recreation, Sec. 15-1, 15-2, and 15-3, of the 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, of the Code of Ordinances of the City of Columbia, South Carolina, the designated event area of courtyard/plaza area adjacent to the Museum for Chaye Alexander presents Live on Boyd Plaza, with the exception of any parking area and/or any other areas posted as to not allow alcoholic beverages, is deemed to be the site of a public festival at which beer and wine beverages only may be consumed and the prohibition against possession or consumption of alcoholic beverages set forth in Sec. 14-99 shall not apply to the possession or consumption of beer or wine within the designated event area. Possession and consumption of beer and wine beverages shall be permitted

only in containers provided by vendors within the areas designated, and such containers provided by vendors for the sale of beer and wine may only be in plastic containers or cans.

PROVIDED, FURTHER, that the Organizer shall provide the names and cell phone numbers of a least two contact persons who can receive and address complaints during the event, including any set up and breakdown times. The cell phones shall remain on, with ringers and alerts functioning, 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 the immediate cancellation of the event and/or a denial of subsequent requests to allow the event.

PROVIDED, HOWEVER, that no solicitation or transactions be made in violation of Sec. 14-32 of the Code of Ordinances of the City of Columbia, South Carolina.

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 or inclement weather date, a request for a resolution of City Council approving the new date of the event shall be required.

Requested by:

Assistant City Manager Shealy

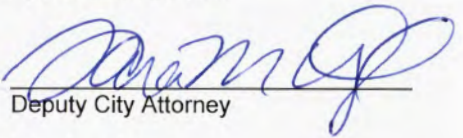
Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:


Deputy City Attorney

City Clerk

Introduced:

Final Reading:

DATE OF REQUEST

2/9/2023

REQUESTOR'S NAME/CONTACT
INFORMATION (E-MAIL/
PHONE#/FAX#)Wilson Bame
803-343-2181
wbame@columbiamuseum.org

13.b

ESTIMATED NUMBER OF
ATTENDEES ANTICIPATED:

EVENT NAME/PURPOSE (i.e., St. Patrick's/Charity Fund-raiser)

Chaye Alexander presents Live on Boyd Plaza featuring Letron Brantley & Friends

DATE(S) OF EVENTS: (multiple day can be on one request)

Sunday, April 23, 2023

RAIN CONTINGENCY DATE: (Rescheduling due to inclement weather is allowed once within one week from the date of the originally scheduled event upon 24-hours written notice to the City without a new request. The time of event operation shall remain the same.)

N/A

LOCATION OF EVENT
(i.e., Amphitheater area
of Finlay Park; 1300 and 1400 blocks
of Main Street between Lady Street
and Hampton Street)

Columbia Museum of Art, 1515 Main St.

STREET(S) OR PARK AREA TO BE
CLOSED
(i.e., 1300 and 1400 blocks of Main
Street between Lady Street and
Hampton Street; Amphitheater area of
Finlay Park; Boyd Plaza)

Boyd Plaza

HOURS FOR STREET(S) OR PARK AREA TO BE CLOSED
(i.e., 5:00 p.m. - 12:00 a.m.) ALLOW TIME FOR SET UP/CLEAN UP

3:00 p.m.- 7:00 p.m.

HOURS OF EVENT
(i.e., 6:00 p.m. - 10:00 p.m.)*

4:00 p.m. - 6:00 p.m.

HOURS OF SERVICE OF BEER/WINE/LIQUOR BEVERAGES
(Service should end one-half hour prior to end of event
(i.e., event is 6-10 p.m., beer/wine service is 6-9:30 p.m.)*

4:00 p.m. - 5:30 p.m.

Do you intend to serve liquor in addition to beer and wine? Yes ☐ No ☒

***DUE TO COVID-19 THERE ARE ADDITIONAL REQUIREMENTS AND PROCEDURES THAT MUST BE IN PLACE TO INSURE PUBLIC SAFETY. PLEASE PROVIDE YOUR SAFETY PLAN/PROTOCOL WITH DRAWING DEPICTING CLEANING/SANITIZATION AREAS WITH YOUR SPECIAL EVENT REQUEST FORM* When publicizing the event in the community, the Organizer shall include the statement: "NO CONCEALABLE WEAPONS ALLOWED" to ensure the public has prior notice of this restriction.**

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 should be faxed to (803-737-4250) or mailed to City Attorney's Office, ATTN: Special Event Request, 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.). Written approval from the neighborhood president and adjoining business/property owners must be provided before requests will be submitted to City Council. The event organizer is responsible for obtaining a permit or license if required by the South Carolina Department of Revenue.

***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. VIP tents or VIP areas for possession and consumption of beer and wine beverages within the event area are PROHIBITED.**

NOTE: **This form should only be used for public events where beer and/or wine and/or liquor are to be sold and consumed on City property** (i.e., Main Street Latin Festival, St. Patrick's Festival, Vista Lights,, Rocky Shoals Spider Lily Festival, etc.).

This form **should not** be used to request use of City property for **private** events (birthday, retirement, anniversary parties, etc.) nor for sidewalk sales or neighborhood block parties. Requests for private events at City parks should be made through the Parks and Recreation Department. Requests for sidewalk sales which exclude the sale, possession and consumption of alcoholic beverages 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. Possession, distribution and consumption of any type of alcoholic beverage at neighborhood block parties shall be restricted to private property and is prohibited on sidewalks, streets and parks.

Fire Marshal George N. Adams, Jr.; 803-545-3703; george.adams@columbiasc.gov

Legal Department – Jennifer L. Hendrix; 803-737-4242; fax 803-737-4250 - resolution preparation

Parking Services – Tori Salvant; (803) 545-0287; tori.salvant@columbiasc.gov - meter baggingParks and Recreation - Pearl Osborne; 803-545-3100; pearl.osborne@columbiasc.gov park reservationsPolice Department Special Events - Sgt. Jennifer L. Jordan; (803) 545-3514; jennifer.jordan@columbiasc.gov - parade permit, police, safety protocolPolice Department Community Services - Brenda Murphy; 803-545-3507; brenda.murphy@columbiasc.gov - street closing

Last revised: 8/18/2022

Packet Pg. 286



**CITY OF COLUMBIA POLICE DEPARTMENT
1 JUSTICE SQUARE
COLUMBIA, SOUTH CAROLINA 29201
(803) 545-3500
SPECIAL DUTY REQUEST FORM**



I, Columbia Museum of Art, request the services of the City of Columbia Police
(Individual/Business)

Department to perform law enforcement duties at Columbia Museum of Art, 1515 Main St. Columbia, SC
(Location for Assignment)

for the time period of April 23rd, 2023// 4 pm - 6 pm

(Date(s) / Hours)

I understand when performing Special Duty Assignments, officers are subject to all directives and procedures of the City of Columbia Police Department, and will act only under the Chief's authority to enforce all applicable State and Local Laws.

I understand that officers are subject to calls in the immediate area of the Special Duty Location and will respond to any situation deemed necessary by the police department, officers or dispatch.

I understand this request for services is with the City of Columbia Police Department which will assign officers to perform Special Duty assignments. **Payment for services is Thirty-Five (\$35.00) dollars per hour for each assigned officer.** There is a three (3) hour minimum on working special duty and **no cash payments** are allowed.

By signing below and upon final approval of this request, the parties hereto, their administrators, assigns Legal representatives, affiliated companies, agents, officers, directors, shareholders and partners (hereinafter "party" or "parties") agree that any dispute, claim, controversy or proceeding arising out of or relating to this Agreement, and/or including payment or failure thereof for services rendered by the City of Columbia Police Department shall be tried and litigated exclusively in the State and Federal courts located in the County of Richland/Lexington, State of South Carolina. The aforementioned choice of venue is intended by the parties to be mandatory and not permissive in nature, thereby precluding the possibility of litigation between the parties with respect to or arising out of this Agreement in any jurisdiction other than that specified in this paragraph. Each party hereby waives any right it may have to assert the doctrine of forum non conveniens or similar doctrine or to object to venue with respect to any proceeding brought in accordance with this paragraph, and stipulates that the State and Federal courts located in the County of Richland/Lexington shall be in personam jurisdiction and venue over each of them for the purpose of litigating any dispute, claim, controversy or proceeding arising out of or related to this Agreement.

The completed form must be signed and returned to the Special Duty Coordinator who will forward to the Office of the Special Operations Major for final approval.

THE CHIEF OF POLICE HAS THE AUTHORITY TO DISCONTINUE PROVIDING SPECIAL DUTY ASSIGNMENTS AT HIS DISCRETION.

APPROVED: SPECIAL OPERATIONS MAJOR

DATE

PRINT NAME OF ASSIGNED OFFICER

CONTACT NUMBER

SIGNATURE OF OFFICER'S SUPERVISOR

SIGNATURE OF REQUESTOR

2/22/2023

DATE

843-617-9329 (cell)

CONTACT NUMBER OF REQUESTOR

SOCIAL SECURITY NO. OF REQUESTOR

TAX I.D. NO. OF REQUESTOR (IF APPLICABLE)



We Are Columbia

MEETING DATE: March 7, 2023

DEPARTMENT: Legal Department

FROM: *Teresa Knox, City Attorney*

SUBJECT: Resolution No.: R-2023-015 - Authorizing consumption of beer, wine and liquor within Boyd Plaza adjacent to the Columbia Museum of Art for Contemporaries Brunch – Sunday Funday with the Contemporaries on Sunday, March 26, 2023

FUNDING SOURCE & ORIGINAL BUDGET:

FOCUS AREAS: Planning Together

ATTACHMENTS:

- **#a:** R-2023-015 - Contemporaries Brunch (Mar 26) (PDF)
- **#b:** Event Request-Resolution (Contemporaries 3-26-23) (PDF)
- **#c:** (Contemporaries 3-26-23) Special Duty Request Form 301-14 REV (PDF)

RESOLUTION NO.: R-2023-015

Authorizing consumption of beer, wine and liquor within Boyd Plaza adjacent to the Columbia Museum of Art for Contemporaries Brunch – Sunday Funday with the Contemporaries on Sunday, Mar 26, 2023

WHEREAS, the Columbia Museum of Art ("CMA") is hosting Contemporaries Brunch – Sunday Funday with the Contemporaries on Sunday, March 26, 2023 from 11:00 a.m. until 3:00 p.m.; and,

WHEREAS, the CMA has requested permission for the temporary closing and use of the courtyard/plaza area adjacent to the Museum for Contemporaries Brunch – Sunday Funday with the Contemporaries from 10:00 a.m. until 4:00 p.m. for preparation and staging of the area for an outdoor event to be held between 11:00 a.m. until 3:00 p.m., and for patrons to consume liquor, beer and wine beverages on Sunday, March 26, 2023 from 11:00 a.m. until 2:30 p.m.; and,

WHEREAS, to ensure the safety of attendees, Organizer understands and agrees as follows:

1. Firearms shall be prohibited in the Museum for Contemporaries Brunch – Sunday Funday with the Contemporaries, regardless of whether such firearm is carried openly or concealed, and regardless of whether the individual carrying such firearm is a valid concealed weapons permit holder, on Sunday, March 26, 2023, 11:00 a.m. until 3:00 p.m. See Resolution No. 2021-099 (Sept. 7, 2021).
2. Organizer shall establish a boundary line around the event space at the courtyard/plaza area adjacent to the Museum and the Organizer shall ensure all entrance points into the permitted event area are posted with signage stating "NO CONCEALABLE WEAPONS ALLOWED" that complies with the size and formatting requirements of section 23-31-235 of the South Carolina Code.
3. When publicizing the event in the community, Organizer shall include the statement: "NO CONCEALABLE WEAPONS ALLOWED" to ensure the public has prior notice of this restriction.
4. Organizer shall work with the City to develop a written plan and design a footprint of the event area that adheres to applicable COVID-19 health and safety guidelines, as published by the CDC and SCDHEC, and Organizer shall modify the plans and footprint as such guidelines are updated.
5. The City may cancel the event at any time based upon public safety and/or public health concerns. The City shall not be financially responsible for any costs associated with the cancellation of the event.
6. Organizer shall display signs (physical and/or electronic) throughout the event area that discourage physical contact, such as hugs, handshakes, fist bumps, and high-fives during the event.
7. Organizer shall require that its agents, employees, vendors, contractors, and event attendees adhere to all applicable COVID-19 health and safety guidelines in effect at the time of the event.
8. To the extent the event occurs during a time in which the City has in effect any emergency ordinance or ordinance requiring face coverings or adherence to social distancing requirements, Organizer shall require that its agents, employees, vendors, contractors, and event attendees comply with the requirements of such ordinance(s).
9. The City strongly encourages Organizer to require that its agents, employees, vendors, contractors, and event attendees provide proof that they have been fully vaccinated against the SARS-CoV-2 virus prior to being granted permission to enter the event.
10. Organizer shall provide portable restroom facilities at the event unless it can substantiate the sufficient availability of both ADA accessible and non-accessible facilities in the immediate area of the event site which will be available to attendees during the event. Organizer shall provide a minimum of four (4) chemical or portable toilets and two (2) wash stations for every 250 people, or portion thereof, who attend the event. Ten percent (10%) of these facilities shall be ADA accessible. This figure is based upon the maximum number of attendees at the event during peak time. The City may determine the total number of required restroom facilities on a case-by-case basis. Organizer shall post signs or markers to prohibit lines or crowds forming near the event's restroom facilities without maintaining a distance of at least six (6) feet from other people.

LEGAL DEPARTMENT DRAFT

11. Organizer shall post signs or markers to prohibit lines or crowds forming near food vendors and should encourage attendees to bring their own water. Alcohol, beer and/or wine shall be prohibited at the event without approval of a written resolution of City Council.

12. Organizer shall coordinate with food vendors to offer touchless payment options, if possible and available, or provide a tray for the exchange of payment to avoid hand-to-hand contact. Frequently touched surfaces should be cleaned after each customer and customers are encouraged to use their own pens.

13. At no cost to the City, Organizer shall be responsible for hiring no fewer than two (2) off-duty City of Columbia police officers during the hours of 10:00 a.m. until 4:00 p.m.

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 _____, 2023, that the sale of liquor, beer and wine beverages in plastic containers or cans only is authorized on Sunday, March 26, 2023, from 11:00 a.m. until 2:30 p.m.

BE IT FURTHER RESOLVED that all vendors be restricted to stationary location and that the CMA shall approve or disapprove all amplified entertainment activities; and,

BE IT FURTHER RESOLVED that Organizer is responsible or shall make arrangements for the clean-up of all trash and debris within the event 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's Solid Waste Division prior to the event and placed throughout the event area to ensure that trash and debris are well contained. Organizer shall return the roll carts and bagged trash and debris 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 event area, any costs incurred by the City in removing loose trash and debris within the event 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 liquor, beer and wine beverages, unless the appropriate permits or licenses, if required are issued by the SCDOR and all outdoor musical performances and use of sound-amplifying devices shall end by 10:00 p.m. due to the proximity of the event to residential properties; and,

BE IT FURTHER RESOLVED that only pedestrian traffic will be allowed within the event area. All other traffic, including, but not limited to, automobiles, trucks, motorcycles, mopeds, bicycles, skate boards, and horses, golf carts (except police golf carts or ATVs), and horse-drawn carriages, is prohibited. All pets, including cats, dogs (except police K-9s), horses, birds, lizards, and snakes, are prohibited. Coolers, glass bottles, breakable drinking glasses and/or cups, large bags, and backpacks shall be prohibited inside the event area; and,

BE IT FURTHER RESOLVED that during the designated time the closed portion of courtyard/plaza area adjacent to the Museum for Contemporaries Brunch – Sunday Funday with the Contemporaries that serves as the designated event area, with the exception of any parking area and/or any other areas posted as to not allow alcoholic liquors and alcoholic beverages is deemed to be the site of a public festival at which liquor, 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 liquor, beer and/or wine beverages. Possession and consumption of liquor, 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 Organizer shall provide the names and cell phone numbers of a least two contact persons who can receive and address complaints during the event, including any set up and breakdown times. The cell phones shall remain on, with ringers and alerts functioning, 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 the immediate cancellation of the event and/or a denial of subsequent requests to allow the event.

PROVIDED, HOWEVER, that no solicitation or transactions be made in violation of Sec. 14-32 of the Code of Ordinances of the City of Columbia, South Carolina.

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 or inclement weather date, a request for a resolution of City Council approving the new date of the event shall be required.

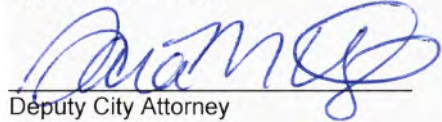
Requested by:

Assistant City Manager Shealy

Approved by:

City Manager

Approved as to form:


Deputy City Attorney

Introduced:

Final Reading:

Mayor

ATTEST:

City Clerk

LEGAL DEPARTMENT DRAFT

DATE OF REQUEST

2/9/23

ESTIMATED NUMBER OF
ATTENDEES ANTICIPATED:

150

REQUESTOR'S NAME/CONTACT
INFORMATION (E-MAIL/
PHONE#/FAX#)Rachel Jones
rjones@columbiamuseum.org
803-343-2160

EVENT NAME/PURPOSE (i.e., St. Patrick's/Charity Fund-raiser)

Contemporaries Brunch - Sunday Funday w/ the Contemporaries

DATE(S) OF EVENTS: (multiple day can be on one request)

3/26/23

RAIN CONTINGENCY DATE: (Rescheduling due to inclement weather is allowed once within one week from the date of the originally scheduled event upon 24-hours written notice to the City without a new request. The time of event operation shall remain the same.)

N/A

LOCATION OF EVENT

(i.e., Amphitheater area
of Finlay Park; 1300 and 1400 blocks
of Main Street between Lady Street
and Hampton Street)

Boyd Plaza

STREET(S) OR PARK AREA TO BE
CLOSED(i.e., 1300 and 1400 blocks of Main
Street between Lady Street and
Hampton Street; Amphitheater area of
Finlay Park; Boyd Plaza)

Boyd Plaza

HOURS FOR STREET(S) OR PARK AREA TO BE CLOSED
(i.e., 5:00 p.m. - 12:00 a.m.) ALLOW TIME FOR SET UP/CLEAN UP

10:00am - 4:00pm

HOURS OF EVENT

(i.e., 6:00 p.m. - 10:00 p.m.)*

11:00am - 3:00pm

HOURS OF SERVICE OF BEER/WINE/LIQUOR BEVERAGES

(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.)*

11:00am - 2:30pm

Do you intend to serve liquor in addition to beer and wine? Yes ☒ No ☐

***DUE TO COVID-19 THERE ARE ADDITIONAL REQUIREMENTS AND PROCEDURES THAT MUST BE IN PLACE TO INSURE PUBLIC SAFETY. PLEASE PROVIDE YOUR SAFETY PLAN/PROTOCOL WITH DRAWING DEPICTING CLEANING/SANITIZATION AREAS WITH YOUR SPECIAL EVENT REQUEST FORM* When publicizing the event in the community, the Organizer shall include the statement: "NO CONCEALABLE WEAPONS ALLOWED" to ensure the public has prior notice of this restriction.**

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 should be faxed to (803-737-4250) or mailed to City Attorney's Office, ATTN: Special Event Request, 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.). **Written approval from the neighborhood president and adjoining business/property owners must be provided before requests will be submitted to City Council.** The event organizer is responsible for obtaining a permit or license if required by the South Carolina Department of Revenue.

***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. VIP tents or VIP areas for possession and consumption of beer and wine beverages within the event area are PROHIBITED.**

NOTE: **This form should only be used for public events where beer and/or wine and/or liquor are to be sold and consumed on City property** (i.e., Main Street Latin Festival, St. Patrick's Festival, Vista Lights, Rocky Shoals Spider Lily Festival, etc.).

This form **should not** be used to request use of City property for **private** events (birthday, retirement, anniversary parties, etc.) nor for sidewalk sales or neighborhood block parties. Requests for private events at City parks should be made through the Parks and Recreation Department. Requests for sidewalk sales which exclude the sale, possession and consumption of alcoholic beverages 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. Possession, distribution and consumption of any type of alcoholic beverage at neighborhood block parties shall be restricted to private property and is prohibited on sidewalks, streets and parks.

Fire Marshal George N. Adams, Jr.; 803-545-3703; george.adams@columbiasc.gov
Legal Department - Jennifer L. Hendrix; 803-737-4242; fax 803-737-4250 - resolution preparation
Parking Services - Tori Salvant; (803) 545-0287; tori.salvant@columbiasc.gov - meter bagging
Parks and Recreation - Pearl Osborne; 803-545-3100; pearl.osborne@columbiasc.gov - park reservations
Police Department Special Events - Sgt. Jennifer L. Jordan; (803) 545-3514; jennifer.jordan@columbiasc.gov - **parade permit, police, safety protocol**
Police Department Community Services - Brenda Murphy; 803-545-3507; brenda.murphy@columbiasc.gov - street closing

Last revised: 8/18/2022



CITY OF COLUMBIA POLICE DEPARTMENT
1 JUSTICE SQUARE
COLUMBIA, SOUTH CAROLINA 29201
(803) 545-3500
SPECIAL DUTY REQUEST FORM



I, Rachel Jones / Columbia Museum of Art, request the services of the City of Columbia Police
 (Individual/Business)

Department to perform law enforcement duties at Boyd Plaza
 (Location for Assignment)

for the time period of 3/26/23 11:00am - 3:00pm
 (Date(s) / Hours)

I understand when performing Special Duty Assignments, officers are subject to all directives and procedures of the City of Columbia Police Department, and will act only under the Chief's authority to enforce all applicable State and Local Laws.

I understand that officers are subject to calls in the immediate area of the Special Duty Location and will respond to any situation deemed necessary by the police department, officers or dispatch.

I understand this request for services is with the City of Columbia Police Department which will assign officers to perform Special Duty assignments. **Payment for services is Thirty-Five (\$35.00) dollars per hour for each assigned officer.** There is a three (3) hour minimum on working special duty and no cash payments are allowed.

By signing below and upon final approval of this request, the parties hereto, their administrators, assigns Legal representatives, affiliated companies, agents, officers, directors, shareholders and partners (hereinafter "party" or "parties") agree that any dispute, claim, controversy or proceeding arising out of or relating to this Agreement, and/or including payment or failure thereof for services rendered by the City of Columbia Police Department shall be tried and litigated exclusively in the State and Federal courts located in the County of Richland/Lexington, State of South Carolina. The aforementioned choice of venue is intended by the parties to be mandatory and not permissive in nature, thereby precluding the possibility of litigation between the parties with respect to or arising out of this Agreement in any jurisdiction other than that specified in this paragraph. Each party hereby waives any right it may have to assert the doctrine of forum non conveniens or similar doctrine or to object to venue with respect to any proceeding brought in accordance with this paragraph, and stipulates that the State and Federal courts located in the County of Richland/Lexington shall be in personam jurisdiction and venue over each of them for the purpose of litigating any dispute, claim, controversy or proceeding arising out of or related to this Agreement.

The completed form must be signed and returned to the Special Duty Coordinator who will forward to the Office of the Special Operations Major for final approval.

THE CHIEF OF POLICE HAS THE AUTHORITY TO DISCONTINUE PROVIDING SPECIAL DUTY ASSIGNMENTS AT HIS DISCRETION.

APPROVED: SPECIAL OPERATIONS MAJOR

DATE

PRINT NAME OF ASSIGNED OFFICER

CONTACT NUMBER

SIGNATURE OF OFFICER'S SUPERVISOR

SIGNATURE OF REQUESTOR

DATE

CONTACT NUMBER OF REQUESTOR

SOCIAL SECURITY NO. OF REQUESTOR

TAX I.D. NO. OF REQUESTOR (IF APPLICABLE)



We Are Columbia

MEETING DATE: March 7, 2023

DEPARTMENT: Legal Department

FROM: *Teresa Knox, City Attorney*

SUBJECT: Resolution No.: R-2023-016 - Authorizing consumption of beer, wine and liquor within Boyd Plaza adjacent to the Columbia Museum of Art for the Art Blossom Fundraiser on Wednesday, May 10, 2023 through Sunday, May 14, 2023

FUNDING SOURCE & ORIGINAL BUDGET:

FOCUS AREAS: Planning Together

ATTACHMENTS:

- **#a:** R-2023-016 - Art Blossoms (May 10-14) (PDF)
- **#b:** Resolution Request 2 (PDF)
- **#c:** Special Duty Request 2 (PDF)

RESOLUTION NO.: R-2023-016

Authorizing consumption of beer, wine and liquor within Boyd Plaza adjacent to the Columbia Museum of Art for the Art Blossom Fundraiser, on Wednesday, May 10, 2023 through Sunday, May 14, 2023

WHEREAS, Columbia Museum of Art ("CMA") ("Sponsor") is sponsoring the Art Blossom Fundraiser at Boyd Plaza from 6:00 p.m. until 8:00 p.m. on Wednesday, May 10, 2023 through Saturday, May 13, 2023 and from 10:00 a.m. to 2:00 p.m. on Friday, May 12, 2023 and Sunday, May 14, 2023; and,

WHEREAS, the Sponsor has requested permission for the use of the courtyard/plaza area adjacent to the Museum for the Art Blossom Fundraiser, from 5:00 p.m. to 9:00 p.m. Wednesday, May 10, 2023 through Saturday, May 13, 2023 and from 9:00 a.m. to 3:00 p.m. on Friday, May 12, 2023 and Sunday, May 14, 2023 for preparation and staging of the area for an outdoor event to be held between 6:00 p.m. and 8:00 p.m. on Wednesday, May 10, 2023 through Saturday, May 13, 2023 and from 10:00 a.m. to 2:00 p.m. on Friday, May 12, 2023 and Sunday, May 14, 2023 at Boyd Plaza adjacent to the Columbia Museum of Art and for patrons to consume liquor, beer and wine at the event during the hours of 6:00 p.m. and 7:30 p.m. on Wednesday, May 10, 2023 through Saturday, May 13, 2023 and from 10:00 a.m. until 1:30 p.m. on Friday, May 12, 2023 and Sunday, May 14, 2023; and,

WHEREAS, to insure the safety of attendees Organizer understands and agrees as follows:

1. Firearms shall be prohibited in the courtyard/plaza area adjacent to the Museum regardless of whether such firearm is carried openly or concealed, and regardless of whether the individual carrying such firearm is a valid concealed weapons permit holder on Wednesday, May 10, 2023 through Sunday, May 14, 2023 from 8:00 a.m. until 10:00 p.m. See Resolution No. 2021-099 (Sept. 7, 2021).
2. Organizer shall establish a boundary line around the event space at the courtyard/plaza area adjacent to the Museum, and the Organizer shall ensure all entrance points into the permitted event area are posted with signage stating "NO CONCEALABLE WEAPONS ALLOWED" that complies with the size and formatting requirements of section 23-31-235 of the South Carolina Code.
3. When publicizing the event in the community, Organizer shall include the statement: "NO CONCEALABLE WEAPONS ALLOWED" to ensure the public has prior notice of this restriction.
4. Organizer shall work with the City to develop a written plan and design a footprint of the event area that adheres to applicable COVID-19 health and safety guidelines, as published by the CDC and SCDHEC, and Organizer shall modify the plans and footprint as such guidelines are updated.
5. The City may cancel the event at any time based upon public safety and/or public health concerns. The City shall not be financially responsible for any costs associated with the cancellation of the event.
6. Organizer shall display signs (physical and/or electronic) throughout the event area that discourage physical contact, such as hugs, handshakes, fist bumps, and high-fives during the event.
7. Organizer shall require that its agents, employees, vendors, contractors, and event attendees adhere to all applicable COVID-19 health and safety guidelines in effect at the time of the event.
8. To the extent the event occurs during a time in which the City has in effect any emergency ordinance or ordinance requiring face coverings or adherence to social distancing requirements, Organizer shall require that its agents, employees, vendors, contractors, and event attendees comply with the requirements of such ordinance(s).
9. The City strongly encourages Organizer to require that its agents, employees, vendors, contractors, and event attendees provide proof that they have been fully vaccinated against the SARS-CoV-2 virus prior to being granted permission to enter the event.
10. Organizer shall provide portable restroom facilities at the event unless it can substantiate the sufficient availability of both ADA accessible and non-accessible facilities in the immediate area of the event site which will be available to attendees during the event. Organizer shall provide a minimum of four (4) chemical or portable toilets and two (2) wash stations for every 250 people, or portion thereof, who attend the event. Ten percent (10%) of these facilities shall be ADA accessible. This figure is based upon the maximum number of attendees at the event during peak time. The City may determine the total number of required restroom facilities on a case-by-case basis. Organizer shall post signs or markers to prohibit lines or crowds forming near the event's restroom facilities without maintaining a distance of at least six (6) feet from other people.

11. Organizer shall post signs or markers to prohibit lines or crowds forming near food vendors and should encourage attendees to bring their own water. Alcohol, beer and/or wine shall be prohibited at the event without approval of a written resolution of City Council.

12. Organizer shall coordinate with food vendors to offer touchless payment options, if possible and available, or provide a tray for the exchange of payment to avoid hand-to-hand contact. Frequently touched surfaces should be cleaned after each customer and customers are encouraged to use their own pens.

13. At no cost to the City, Organizer shall be responsible for hiring no fewer than two (2) off-duty City of Columbia police officers during the hours of 6:00 p.m. and 8:00 p.m. on May 10, 2023 through May 13, 2023 and during the hours of 10:00 a.m. and 2:00 p.m. on May 12 and 14, 2023.

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 _____, 2023, that the sale of liquor, beer and wine beverages in plastic containers or cans only is authorized between the hours of 6:00 p.m. and 7:30 p.m. on Wednesday, May 10, 2023 through Saturday, May 13, 2023 and from 10:00 a.m. to 1:30 p.m. on Friday, May 12, 2023 and Sunday, May 14, 2023; and,

BE IT FURTHER RESOLVED that all vendors be restricted to stationary location and that the CMA shall approve or disapprove all amplified entertainment activities; 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 liquor, beer and wine beverages, unless the appropriate permits or licenses, if required are issued by the SCDOR and all outdoor musical performances and use of sound-amplifying devices shall end by 10:00 p.m. due to the proximity of the event to residential properties; and,

BE IT FURTHER RESOLVED that only pedestrian traffic will be allowed within the area. All other traffic, including, but not limited to, automobiles, trucks, motorcycles, mopeds, bicycles, skateboards, and horses, except police horses, is prohibited. Canines are allowed, provided that current leash laws are observed as are set out in the 1998 Code of Ordinances of the City of Columbia, as amended. Coolers, glass bottles, breakable glasses and/or cups, large bags and backpacks shall be prohibited; and,

BE IT FURTHER RESOLVED that during the designated time the closed portion of courtyard/plaza area adjacent to the Museum for Art Blossoms that serves as the designated event area, with the exception of any parking area and/or any other areas posted as to not allow alcoholic liquors and alcoholic beverages is deemed to be the site of a public festival at which liquor, 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 liquor, beer and/or wine beverages. Possession and consumption of liquor, 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 Code Sec. 14-32, 1998 Code of Ordinances of the City of Columbia, South Carolina.

Last revised: 2/15/2023

23015819

LEGAL DEPARTMENT DRAFT

BE IT FURTHER RESOLVED that should the organizer reschedule the event for another date beyond one (1) week from the date of the originally scheduled event, a request for a resolution of City Council approving the new date of the event shall be required.

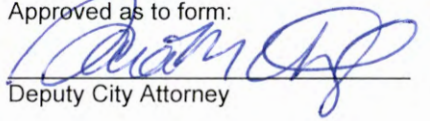
Requested by:

Assistant City Manager Shealy

Approved by:

City Manager

Approved as to form:


Deputy City Attorney

Introduced:

Final Reading:

Mayor

ATTEST:

City Clerk

LEGAL DEPARTMENT DRAFT

DATE OF REQUEST	2/13/23	REQUESTOR'S NAME/CONTACT INFORMATION (E-MAIL/PHONE#/FAX#)	Rachel Jones rjones@columbiamuseum.org (803) 343-2160
ESTIMATED NUMBER OF ATTENDEES ANTICIPATED:	100/day		

EVENT NAME/PURPOSE (i.e., St. Patrick's/Charity Fund-raiser)

Art Blossoms

DATE(S) OF EVENTS: (multiple day can be on one request)

May 10, 11, 12, 13, 14

RAIN CONTINGENCY DATE: (Rescheduling due to inclement weather is allowed once within one week from the date of the originally scheduled event upon 24-hours written notice to the City without a new request. The time of event operation shall remain the same.)

N/A

LOCATION OF EVENT
(i.e., Amphitheater area of Finlay Park; 1300 and 1400 blocks of Main Street between Lady Street and Hampton Street)

Boyd Plaza

STREET(S) OR PARK AREA TO BE CLOSED
(i.e., 1300 and 1400 blocks of Main Street between Lady Street and Hampton Street; Amphitheater area of Finlay Park; Boyd Plaza)

Boyd Plaza

HOURS FOR STREET(S) OR PARK AREA TO BE CLOSED
(i.e., 5:00 p.m. - 12:00 a.m.) ALLOW TIME FOR SET UP/CLEAN UPMay 10, 11, 12, 13: 5-9 pm
May 12: ~~10am-2pm~~ 9am-3pm
May 14: 9am-3pmHOURS OF EVENT
(i.e., 6:00 p.m. - 10:00 p.m.)*

May 10, 11, 12, 13: 6-8pm, May 12 + 14: 10am-2pm

HOURS OF SERVICE OF BEER/WINE/LIQUOR BEVERAGES
(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.)*)May 10, 11, 12, 13: 6-8pm
May 12 + 14: 10am-2pmDo you intend to serve liquor in addition to beer and wine? Yes ☒ No ☐

***DUE TO COVID-19 THERE ARE ADDITIONAL REQUIREMENTS AND PROCEDURES THAT MUST BE IN PLACE TO INSURE PUBLIC SAFETY. PLEASE PROVIDE YOUR SAFETY PLAN/PROTOCOL WITH DRAWING DEPICTING CLEANING/SANITIZATION AREAS WITH YOUR SPECIAL EVENT REQUEST FORM* When publicizing the event in the community, the Organizer shall include the statement: "NO CONCEALABLE WEAPONS ALLOWED" to ensure the public has prior notice of this restriction.**

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 should be faxed to (803-737-4250) or mailed to City Attorney's Office, ATTN: Special Event Request, POB 687, 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.). Written approval from the neighborhood president and adjoining business/property owners must be provided before requests will be submitted to City Council. The event organizer is responsible for obtaining a permit or license if required by the South Carolina Department of Revenue.

***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. VIP tents or VIP areas for possession and consumption of beer and wine beverages within the event area are PROHIBITED.**

NOTE: **This form should only be used for public events where beer and/or wine and/or liquor are to be sold and consumed on City property** (i.e., Main Street Latin Festival, St. Patrick's Festival, Vista Lights, Rocky Shoals Spider Lily Festival, etc.).

This form **should not** be used to request use of City property for **private** events (birthday, retirement, anniversary parties, etc.) nor for sidewalk sales or neighborhood block parties. Requests for private events at City parks should be made through the Parks and Recreation Department. Requests for sidewalk sales which exclude the sale, possession and consumption of alcoholic beverages 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. Possession, distribution and consumption of any type of alcoholic beverage at neighborhood block parties shall be restricted to private property and is prohibited on sidewalks, streets and parks.

Fire Marshal George N. Adams, Jr.; 803-545-3703; george.adams@columbiasc.gov
Legal Department - Jennifer L. Hendrix; 803-737-4242; fax 803-737-4250 - resolution preparation
Parking Services - Tori Salvant; (803) 545-0287; tori.salvant@columbiasc.gov - meter bagging
Parks and Recreation - Pearl Osborne; 803-545-3100; pearl.osborne@columbiasc.gov - park reservations
Police Department Special Events - Sgt. Jennifer L. Jordan; (803) 545-3514; jennifer.jordan@columbiasc.gov - parade permit, police, safety protocol
Police Department Community Services - Brenda Murphy; 803-545-3507; brenda.murphy@columbiasc.gov - street closing

Last revised: 8/18/2022



CITY OF COLUMBIA POLICE DEPARTMENT
1 JUSTICE SQUARE
COLUMBIA, SOUTH CAROLINA 29201
(803) 545-3500
SPECIAL DUTY REQUEST FORM



I, Rachel Jones / Columbia Museum of Art, request the services of the City of Columbia Police
 (Individual/Business)
 Department to perform law enforcement duties at Boyd Plaza
 (Location for Assignment)
 for the time period of May 10, 11, 12, 13: 6-9pm, May 12 & 14: 10am-2pm
 (Date(s) / Hours)

I understand when performing Special Duty Assignments, officers are subject to all directives and procedures of the City of Columbia Police Department, and will act only under the Chief's authority to enforce all applicable State and Local Laws.

I understand that officers are subject to calls in the immediate area of the Special Duty Location and will respond to any situation deemed necessary by the police department, officers or dispatch.

I understand this request for services is with the City of Columbia Police Department which will assign officers to perform Special Duty assignments. **Payment for services is Thirty-Five (\$35.00) dollars per hour for each assigned officer.** There is a three (3) hour minimum on working special duty and no cash payments are allowed.

By signing below and upon final approval of this request, the parties hereto, their administrators, assigns Legal representatives, affiliated companies, agents, officers, directors, shareholders and partners (hereinafter "party" or "parties") agree that any dispute, claim, controversy or proceeding arising out of or relating to this Agreement, and/or including payment or failure thereof for services rendered by the City of Columbia Police Department shall be tried and litigated exclusively in the State and Federal courts located in the County of Richland/Lexington, State of South Carolina. The aforementioned choice of venue is intended by the parties to be mandatory and not permissive in nature, thereby precluding the possibility of litigation between the parties with respect to or arising out of this Agreement in any jurisdiction other than that specified in this paragraph. Each party hereby waives any right it may have to assert the doctrine of forum non conveniens or similar doctrine or to object to venue with respect to any proceeding brought in accordance with this paragraph, and stipulates that the State and Federal courts located in the County of Richland/Lexington shall be in personam jurisdiction and venue over each of them for the purpose of litigating any dispute, claim, controversy or proceeding arising out of or related to this Agreement.

The completed form must be signed and returned to the Special Duty Coordinator who will forward to the Office of the Special Operations Major for final approval.

THE CHIEF OF POLICE HAS THE AUTHORITY TO DISCONTINUE PROVIDING SPECIAL DUTY ASSIGNMENTS AT HIS DISCRETION.

APPROVED: SPECIAL OPERATIONS MAJOR

DATE

PRINT NAME OF ASSIGNED OFFICER

CONTACT NUMBER

SIGNATURE OF OFFICER'S SUPERVISOR

SIGNATURE OF REQUESTOR

DATE

CONTACT NUMBER OF REQUESTOR

SOCIAL SECURITY NO. OF REQUESTOR

TAX I.D. NO. OF REQUESTOR (IF APPLICABLE)



We Are Columbia

MEETING DATE: March 7, 2023

DEPARTMENT: Legal Department

FROM: *Teresa Knox, City Attorney*

SUBJECT: Resolution No.: R-2023-021- Authorizing consumption of beer and wine beverages only at First Thursday on Main Street and ratifying the City Manager's authorization of the March 2, 2023 event

FUNDING SOURCE & ORIGINAL BUDGET:

FOCUS AREAS: Planning Together

ATTACHMENTS:

- **#a:** R-2023-021 First Thursdays on Main (Mar - Dec) (PDF)
- **#b:** 2023 Event Request Resolution (PDF)
- **#c:** CPD Special Event Request 2023_Redacted (PDF)
- **#d:** parade permit 2023 (PDF)

RESOLUTION NO.: R-2023-021

Authorizing consumption of beer and wine beverages only at First Thursday on Main Street and ratifying the City Manager's authorization of the March 2, 2023 event

WHEREAS, First Thursday on Main ("Sponsor") is sponsoring First Thursday on Main in the 1200, 1300, 1400, 1500, 1600 and 1700 blocks of Main Street from Gervais Street to Laurel Street to include Boyd Plaza, 1515 Main Street, from 5:00 p.m. until 10:00 p.m. on Thursdays, March 2, April 6, May 4, June 1, July 6, August 3, September 7, October 5, November 2 and December 7, 2023; and,

WHEREAS, Sponsor has requested permission for use of the 1200, 1300, 1400, 1500, 1600 and 1700 blocks of Main Street from Gervais Street to Laurel Street to include Boyd Plaza, 1515 Main Street from 5:00 p.m. until 10:00 p.m. on Thursdays, March 2, April 6, May 4, June 1, July 6, August 3, September 7, October 5, November 2 and December 7, 2023, for patrons to consume beer and wine beverages only during the event hours of 5:00 p.m. until 9:30 p.m.; and for crowd control and overflow; and,

WHEREAS, to ensure the safety of attendees, Organizer understands and agrees as follows:

1. Firearms shall be prohibited on the 1200, 1300, 1400, 1500, 1600 and 1700 blocks of Main Street from Gervais Street to Laurel Street to include 1515 Main Street, Boyd Plaza, on Thursday, March 2, April 6, May 4, June 1, July 6, August 3, September 7, October 5, November 2 and December 7, 2023 from 5:00 p.m. until 10:00 p.m. regardless of whether such firearm is carried openly or concealed, and regardless of whether the individual carrying such firearm is a valid concealed weapons permit holder.
2. The Organizer shall establish a boundary line around the event space and the Organizer shall ensure all entrance points into the permitted event area are posted with signage stating "NO CONCEALABLE WEAPONS ALLOWED" that complies with the size and formatting requirements of section 23-31-235 of the South Carolina Code.
3. When publicizing the event in the community, the Organizer shall include the statement: "NO CONCEALABLE WEAPONS ALLOWED" to ensure the public has prior notice of this restriction.
4. Organizer shall work with the City to develop a written plan and design a footprint of the event area that adheres to COVID-19 pandemic safety and social distancing protocols as published by the CDC and SCDHEC, and Organizer shall modify the plans and footprint as safety protocols published by the CDC and SCDHEC are updated.
5. The City may cancel the event at any time based upon public safety and/or public health concerns. The City shall not be financially responsible for any costs associated with the cancellation of the event.
6. Organizer shall display signs (physical and/or electronic) throughout the event area that discourage physical contact, such as hugs, handshakes, fist bumps, and high-fives during the event.
7. Organizer shall encourage all attendees of the event to adhere to all COVID-19 safety protocols to include, but not be limited to, wearing face masks, social distancing, and frequent washing of hands.
8. To the extent the event occurs during a time in which the City has in effect any emergency ordinance or ordinance requiring face coverings or adherence to social distancing requirements, Organizer shall require that its agents, employees, vendors, contractors, and event attendees comply with the requirements of such ordinance(s).
9. The City strongly encourages Organizer to require that its agents, employees, vendors, contractors, and event attendees provide proof that they have been fully vaccinated against the SARS-CoV-2 virus prior to being granted permission to enter the event.
10. Organizer shall provide portable restroom facilities at the event unless it can substantiate the sufficient availability of both ADA accessible and non-accessible facilities in the immediate area of the event site which will be available to the public during the event. Organizer is to provide a minimum of four (4) chemical or portable toilets and two (2) wash stations for every 250 people, or portion thereof who attends the event. Ten percent (10%) of these facilities shall be ADA accessible. This figure is based upon the maximum number of attendees at the event during peak time. The City of Columbia may determine the total number of required restroom facilities on a case-by-case basis. Organizer shall post signs or markers to prohibit lines or crowds forming near the restroom without maintaining a distance of at least six (6) feet from other people.

LEGAL DEPARTMENT DRAFT

11. Organizer shall post signs or markers to prohibit lines or crowds forming near food vendors and should encourage attendees to bring their own water. Alcohol, beer and/or wine shall be prohibited at the event without approval of a written resolution of City Council.

12. Organizer shall coordinate with food vendors to offer touchless payment options, if possible and available, or provide a tray for the exchange of payment to avoid hand-to-hand contact. Frequently touched surfaces should be cleaned after each customer and customers are encouraged to use their own pens.

13. At no cost to the City, Organizer shall be responsible for hiring no fewer than two (2) off-duty City of Columbia police officers during the hours of 5:00 p.m. and 10:00 p.m.

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 _____, 2023 that the sale of beer and wine beverages only is authorized between the hours of 5:00 p.m. and 9:30 p.m. on Thursdays, March 2, April 6, May 4, June 1, July 6, August 3, September 7, October 5, November 2 and December 7, 2023; and,

BE IT FURTHER RESOLVED that all vendors be restricted to stationary location; and,

BE IT FURTHER RESOLVED that possession and consumption of alcoholic liquors or alcoholic beverages other than beer and/or wine beverages within the event area is prohibited; and,

BE IT FURTHER RESOLVED that VIP tents or VIP areas for the possession and consumption of alcoholic liquors or alcoholic beverages, other than beer or wine beverages, within the event area are prohibited; and,

BE IT FURTHER RESOLVED that organizer is responsible or shall make arrangements for the cleanup of all trash and debris within the festival area and within the designated area of impact as shown on the attached drawing, and shall place same in the roll carts provided by the City. Any overflow of trash and debris shall be placed in garbage bags with the top securely closed and placed beside the City roll carts. The number of roll carts needed for the event shall be determined by organizer and the City Solid Waste Division prior to the event and placed throughout the event area to ensure that trash and debris are well contained. Roll carts and bagged trash and debris shall be returned to the collection point designated by the City in a timely manner. If the organizer has not opted to use City services to clean up the festival area and within the designated area of impact as shown on the attached drawing, any costs incurred by the City in removing loose trash and debris within the festival area and within the designated area of impact as shown on the attached drawing, which the organizer has failed to clean up, shall be billed to and paid by the organizer; and,

BE IT FURTHER RESOLVED that outdoor possession and consumption of beer and wine beverages, all outdoor musical performances and use of sound-amplifying devices shall end by 10:00 p.m. due to the proximity of the event to residential properties; and,

BE IT FURTHER RESOLVED that only pedestrian traffic will be allowed within the area. All other traffic, including, but not limited to, automobiles, trucks, motorcycles, mopeds, bicycles, 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 dates and times that the 1200, 1300, 1400, 1500, 1600, and 1700 blocks of Main Street from Gervais Street to Laurel Street, with the exception of the parking area and any other areas posted as to not allow alcoholic beverages, shall be declared to be a Public Park and provisions of Chapter 15, Parks and Recreation, Sec. 15-1, 15-2 and 15-3, Code of Ordinances of the City of Columbia, South Carolina are in effect. Pursuant to Chapter 14, Offenses and Miscellaneous Provisions, Article IV, Offenses Against the Public Peace and Order, Sec. 14-99, 1998 Code of Ordinances of the City of Columbia, South Carolina, 1200, 1300, 1400, 1500, 1600 and 1700, with the exception of the parking area and any other areas posted as to not allow alcoholic beverages, is deemed to be the site of a public festival at which beer and wine beverages only may be consumed and the prohibition against possession or consumption of alcoholic beverages set forth in Sec. 14-99 shall not apply. Possession and consumption of beer and wine beverages shall be permitted only in plastic cups, plastic or aluminum bottles or aluminum cans provided by vendors within the areas designated.

PROVIDED, FURTHER, that the event organizer shall provide the names and cell phone numbers of a least two contact persons who can receive complaints during the event, including any set up and breakdown times. The cell phones shall remain on at all times during the event and during any set up and breakdown time.

PROVIDED, FURTHER, that failure of the event organizer to strictly comply with the time frames and other requirements and responsibilities set forth in this resolution may result in a denial of subsequent requests to allow the event.

PROVIDED, HOWEVER, that no solicitation or transactions be made in violation of Sec. 14-32, 1998 Code of Ordinances of the City of Columbia, South Carolina.

BE IT FURTHER RESOLVED that should the organizer reschedule an event for another date beyond one (1) week from the date of the originally scheduled event, a request for a resolution of City Council approving the new date of the event shall be required.

Requested by:

Assistant City Manager Shealy

Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:


Deputy City Attorney

City Clerk

Introduced:

Final Reading:

LEGAL DEPARTMENT DRAFT

DATE OF REQUEST

2/21/2023

REQUESTOR'S NAME/CONTACT
INFORMATION (E-MAIL/
PHONE#/FAX#)Ashley Warthen
awarthen@richlandlibrary.com
803.622.4657

16.b

ESTIMATED NUMBER OF
ATTENDEES ANTICIPATED:

1000

EVENT NAME/PURPOSE (i.e., St. Patrick's/Charity Fund-raiser)

First Thursday on Main

DATE(S) OF EVENTS: (multiple day can be on one request)

2023 - 3/2, 4/6, 5/4, 6/1, 7/6, 8/3, 9/7, 10/5, 11/2, 12/7

RAIN CONTINGENCY DATE: (Rescheduling due to inclement weather is allowed once within one week from the date of the originally scheduled event upon 24-hours written notice to the City without a new request. The time of event operation shall remain the same.)

none

LOCATION OF EVENT

(i.e., Amphitheater area
of Finlay Park; 1300 and 1400 blocks
of Main Street between Lady Street
and Hampton Street)

1200-1700 blocks of Main Street + Boyd Plaza

STREET(S) OR PARK AREA TO BE
CLOSED(i.e., 1300 and 1400 blocks of Main
Street between Lady Street and
Hampton Street; Amphitheater area of
Finlay Park; Boyd Plaza)

Boyd Plaza, 1515 Main Street, Columbia, SC 29201

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

6:00 - 10:00 pm

HOURS OF EVENT

(i.e., 6:00 p.m. - 10:00 p.m.)*

5:00 - 10:00 pm

HOURS OF SERVICE OF BEER/WINE/LIQUOR BEVERAGES

(Service should end one-half hour prior to end of event
(i.e., event is 6-10 p.m., beer/wine service is 6-9:30 p.m.)*

5:00 - 9:30 pm

Do you intend to serve liquor in addition to beer and wine? Yes ☐ No ☒

***DUE TO COVID-19 THERE ARE ADDITIONAL REQUIREMENTS AND PROCEDURES THAT MUST BE IN PLACE TO INSURE PUBLIC SAFETY. PLEASE PROVIDE YOUR SAFETY PLAN/PROTOCOL WITH DRAWING DEPICTING CLEANING/SANITIZATION AREAS WITH YOUR SPECIAL EVENT REQUEST FORM* When publicizing the event in the community, the Organizer shall include the statement: "NO CONCEALABLE WEAPONS ALLOWED" to ensure the public has prior notice of this restriction.**

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 should be faxed to (803-737-4250) or mailed to City Attorney's Office, ATTN: Special Event Request, 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.). Written approval from the neighborhood president and adjoining business/property owners must be provided before requests will be submitted to City Council. The event organizer is responsible for obtaining a permit or license if required by the South Carolina Department of Revenue.

***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. VIP tents or VIP areas for possession and consumption of beer and wine beverages within the event area are PROHIBITED.**

NOTE: **This form should only be used for public events where beer and/or wine and/or liquor are to be sold and consumed on City property** (i.e., Main Street Latin Festival, St. Patrick's Festival, Vista Lights,, Rocky Shoals Spider Lily Festival, etc.).

This form **should not** be used to request use of City property for **private** events (birthday, retirement, anniversary parties, etc.) nor for sidewalk sales or neighborhood block parties. Requests for private events at City parks should be made through the Parks and Recreation Department. Requests for sidewalk sales which exclude the sale, possession and consumption of alcoholic beverages 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. Possession, distribution and consumption of any type of alcoholic beverage at neighborhood block parties shall be restricted to private property and is prohibited on sidewalks, streets and parks.

Fire Marshal George N. Adams, Jr.; 803-545-3703; george.adams@columbiasc.gov

Legal Department – Jennifer L. Hendrix; 803-737-4242; fax 803-737-4250 - resolution preparation

Parking Services – Tori Salvant; (803) 545-0287; tori.salvant@columbiasc.gov - meter baggingParks and Recreation - Pearl Osborne; 803-545-3100; pearl.osborne@columbiasc.gov park reservationsPolice Department Special Events - Sgt. Jennifer L. Jordan; (803) 545-3514; jennifer.jordan@columbiasc.gov - parade permit, police, safety protocolPolice Department Community Services - Brenda Murphy; 803-545-3507; brenda.murphy@columbiasc.gov - street closing



CITY OF COLUMBIA POLICE DEPARTMENT
1 JUSTICE SQUARE
COLUMBIA, SOUTH CAROLINA 29201
(803) 545-3500
SPECIAL DUTY REQUEST FORM



I, Ashley Warthen, First Thursday on Main, request the services of the City of Columbia Police
 (Individual/Business)

Department to perform law enforcement duties at 1200-1700 Blocks of Main Street, Columbia
 (Location for Assignment)

for the time period of 5:00-10:00pm on 2023- 3/2, 4/6, 5/4, 6/1, 7/6, 8/3, 9/7, 10/5, 11/2, 12/7
 (Date(s) / Hours)

I understand when performing Special Duty Assignments, officers are subject to all directives and procedures of the City of Columbia Police Department, and will act only under the Chief's authority to enforce all applicable State and Local Laws.

I understand that officers are subject to calls in the immediate area of the Special Duty Location and will respond to any situation deemed necessary by the police department, officers or dispatch.

I understand this request for services is with the City of Columbia Police Department which will assign officers to perform Special Duty assignments. **Payment for services is Thirty-Five (\$35.00) dollars per hour for each assigned officer.** There is a three (3) hour minimum on working special duty and **no cash payments** are allowed.

By signing below and upon final approval of this request, the parties hereto, their administrators, assigns Legal representatives, affiliated companies, agents, officers, directors, shareholders and partners (hereinafter "party" or "parties") agree that any dispute, claim, controversy or proceeding arising out of or relating to this Agreement, and/or including payment or failure thereof for services rendered by the City of Columbia Police Department shall be tried and litigated exclusively in the State and Federal courts located in the County of Richland/Lexington, State of South Carolina. The aforementioned choice of venue is intended by the parties to be mandatory and not permissive in nature, thereby precluding the possibility of litigation between the parties with respect to or arising out of this Agreement in any jurisdiction other than that specified in this paragraph. Each party hereby waives any right it may have to assert the doctrine of forum non conveniens or similar doctrine or to object to venue with respect to any proceeding brought in accordance with this paragraph, and stipulates that the State and Federal courts located in the County of Richland/Lexington shall be in personam jurisdiction and venue over each of them for the purpose of litigating any dispute, claim, controversy or proceeding arising out of or related to this Agreement.

The completed form must be signed and returned to the Special Duty Coordinator who will forward to the Office of the Special Operations Major for final approval.

THE CHIEF OF POLICE HAS THE AUTHORITY TO DISCONTINUE PROVIDING SPECIAL DUTY ASSIGNMENTS AT HIS DISCRETION.

APPROVED: SPECIAL OPERATIONS MAJOR

DATE

PRINT NAME OF ASSIGNED OFFICER

CONTACT NUMBER

SIGNATURE OF OFFICER'S SUPERVISOR

SIGNATURE OF REQUESTOR

DATE

CONTACT NUMBER OF REQUESTOR

SOCIAL SECURITY NO. OF REQUESTOR

TAX I.D. NO. OF REQUESTOR (IF APPLICABLE)

FORM 301:14 REV

CITY OF COLUMBIA
APPLICATION FOR PARADE PERMIT

Print 16.d

Name of Person Seeking Permit Ashley Warthen Date 02/21/2023
Address 105 Shady Lane Cayce, SC 29033 Phone 803-622-4657
Signature _____

Organization Asking for Permit First Thursday on Main
Address 1201 Main Street, Suit 150 Columbia SC 29201 Phone 803-622-4657

Name of Parade Chairman Ashley Warthen (President)
Address 105 Shady Lane Cayce, SC 29033 Phone 803-622-4657

Date of Proposed Parade every FTOM in 2023 Assembly Time 6pm
Starting Time 6pm Termination Time 10pm

Parade Route:

Assembly Area: 1200-1700 blocks of Main Street
Starting Point: 1200 Main
Route: 1200-1700 blocks of Main Street

Termination Point: 1200-1700 blocks of Main Street

Number Participating in Parade: Persons 1-2000
Animals (describe) _____
Vehicles (describe) _____

Purpose of Parade First Thursday on Main Monthly Event

PARADE PERMIT

- [] **Granted as applied for:**
- [] **Granted as applied for with the following conditions (see attachment):**
- [] **Denied - Reason:** _____
- [] **Alternative Permit will be granted with the following conditions:** _____

The Columbia Police Department prohibits all individuals from carrying a weapon/weapons during parades and marches which are held in the City limits of Columbia, South Carolina. This excludes period weapons which are to be used for a specific purpose, i.e., musket loaders, sabers and military weaponry.

Written notice of acceptance of alternative permit must be received within three (3) days.

Date _____

Office of the Chief
Columbia, South Carolina



We Are Columbia

MEETING DATE: March 7, 2023

DEPARTMENT: Legal Department

FROM: *Teresa Knox, City Attorney*

SUBJECT: Ordinance No.: 2023-025 - Authorizing the Issuance and Sale by the City of Columbia, South Carolina, of its not exceeding \$11,500,000 General Obligation Bonds, Series 2023 or such other appropriate series designation, and, pending the issuance of such bonds, authorizing the issuance and sale of General Obligation Bond Anticipation Notes, in one or more series, issued in anticipation thereof, for the purpose of funding various capital projects to include the Finlay Park Revitalization and Construction Project; fixing the form and details of the bonds or notes; authorizing the Mayor, the City Manager and the Assistant City Manager for Finance and Economic Services, or any two of them acting together, to determine certain matters relating to the bonds or notes; providing for the payment of the bonds or notes and the disposition of the proceeds thereof; and other matters relating thereto

**FUNDING SOURCE &
ORIGINAL BUDGET:**

FOCUS AREAS: Planning Together

PURPOSE:

First reading approval was given on February 21, 2023.

Attorney Estimated Costs of Issuance		
Service	Provider	Cost
Co-Bond Counsel and Tax Counsel	Burr & Foreman LLP (<i>Michael Seezen, Ryan Gentry, Jeff Allen</i>)	\$102,500 - \$122,500
Co-Bond Counsel	Johnson, Toal & Battiste, PA (<i>George Johnson</i>)	\$40,000 - \$50,000

ATTACHMENTS:

- **#a:** Memo - GO Bond Series 2023 02.14.2023 (PDF)
- **#b:** 2023-025 - 2023 GO Bonds (PDF)

HISTORY:

02/21/23

Columbia City Council

APPROVED ON FIRST READING.



TO: Mayor, Members of Council

FROM: Jeff Palen, ACM/CFO 

CC: Teresa Wilson, City Manager

SUBJECT: General Obligation Bond Series 2023 -

DATE: 02/14/2023

On the City Council agenda for 2/21/2023, City Council is asked to approve an ordinance to authorize the sale of general obligation bonds in an amount not to exceed \$11.5 million. Of this amount, \$10.5 million is to fund the Finlay Park Revitalization and Construction project that City Council previously approved. The additional one million dollars is for a potential debt service reserve and the costs of issuance. This bond funding provides a portion of the funding for this project. Following is a breakdown of the total funding:

State Allocation	\$ 1,000,000
Previous Hospitality Tax	1,500,000
General Fund	2,000,000
Congaree Fund	3,000,000
Current Hospitality Tax	3,500,000
Bond Issue	<u>10,500,000</u>
 Total	 \$ 21,500,000

If approved, the second reading will occur at the next meeting in March. We anticipate the actual issuance of the bond to occur in May. As this is a general obligation bond, this issue will be backed by the full faith and credit of the general fund and its ability to tax. However, per our previous discussion with City Council, this bond will be repaid over a seven year period with funds from the tourism development fee and the state accommodation tax collections. If you have additional questions, please do not hesitate to contact me.

ORDINANCE NO.: 2023-025

AUTHORIZING THE ISSUANCE AND SALE BY THE CITY OF COLUMBIA, SOUTH CAROLINA, OF ITS NOT EXCEEDING \$11,500,000 GENERAL OBLIGATION BONDS, SERIES 2023 OR SUCH OTHER APPROPRIATE SERIES DESIGNATION, AND, PENDING THE ISSUANCE OF SUCH BONDS, AUTHORIZING THE ISSUANCE AND SALE OF GENERAL OBLIGATION BOND ANTICIPATION NOTES, IN ONE OR MORE SERIES, ISSUED IN ANTICIPATION THEREOF, FOR THE PURPOSE OF FUNDING VARIOUS CAPITAL PROJECTS; TO INCLUDE FINLAY PARK REVITALIZATION AND CONSTRUCTION; FIXING THE FORM AND DETAILS OF THE BONDS OR NOTES; AUTHORIZING THE MAYOR, THE CITY MANAGER AND THE ASSISTANT CITY MANAGER FOR FINANCE AND ECONOMIC SERVICES, OR ANY TWO OF THEM ACTING TOGETHER, TO DETERMINE CERTAIN MATTERS RELATING TO THE BONDS OR NOTES; PROVIDING FOR THE PAYMENT OF THE BONDS OR NOTES AND THE DISPOSITION OF THE PROCEEDS THEREOF; AND OTHER MATTERS RELATING THERETO.

Enacted: _____, 2023

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF COLUMBIA, SOUTH CAROLINA, AS FOLLOWS:

SECTION 1. Definitions. Unless the context shall clearly indicate some other meaning, the terms defined in this Section shall have, for all purposes of this Ordinance, the meanings hereinafter specified, with the definitions equally applicable to both the singular and plural forms and vice versa. The term:

“BAN Act” shall mean Title 11, Chapter 17 of the South Carolina Code.

“Beneficial Owner” shall mean any purchaser who acquires beneficial ownership interest in an Initial Bond or Note held by the Depository. In determining any Beneficial Owner, the City, the Registrar and the Paying Agent may rely exclusively upon written representations made and information given to the City, the Registrar and the Paying Agent, as the case may be, by the Depository or its Participants with respect to any Bond or Note held by the Depository or its Participants in which a beneficial ownership interest is claimed.

“Bonds” shall mean the not exceeding \$11,500,000 principal amount City of Columbia, South Carolina, General Obligation Bonds, Series 2023 or such other appropriate series designation, authorized to be issued pursuant to Section 3 hereof.

“Book-Entry Form” or “Book-Entry System” shall mean with respect to the Bonds or Notes, a form or system, as applicable, under which (i) the ownership of beneficial interests in the Bonds or Notes may be transferred only through a book-entry, and (ii) physical Bond or Note certificates in fully registered form are registered only in the name of the Depository or its nominees as Holder, with the physical bond certificates “immobilized” in the custody of the Depository. The book-entry maintained by the Depository is the record that identifies the owners of participatory interests in the Bonds or Notes, when subject to the Book-Entry System.

“Books of Registry” shall mean the registration books maintained by the Registrar in accordance with Section 8 hereof.

“City” shall mean the City of Columbia, South Carolina.

“Code” shall mean the Internal Revenue Code of 1986, as amended.

“Council” shall mean the City Council of the City of Columbia, South Carolina.

“Depository” shall mean any securities Depository that is a “clearing corporation” within the meaning of the New York Uniform Commercial Code and a “clearing agency” registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934, operating and maintaining, with its Participants or otherwise, a Book-Entry System to record ownership of beneficial interests in the Bonds or Notes, and to effect transfers of the Bonds or Notes, in Book-Entry Form, and includes and means initially The Depository Trust Company (a limited-purpose trust company), New York, New York.

LEGAL DEPARTMENT DRAFT

“Government Obligations” shall mean cash and, to the extent permitted by Section 6-5-10 of the South Carolina Code or any other authorization relating to the investment of funds of the City, any of the following: (1) United States Treasury Obligations – State and Local Government Series; (2) United States Treasury bills, notes, bonds or zero coupon treasury bonds all as traded on the open market; (3) direct obligations of the U.S. Treasury which have been stripped by the Treasury itself, including CATS, TIGRS and similar securities; (4) obligations of any agencies or instrumentalities which are backed by the full faith and credit of the United States of America; (5) bonds or debentures issued by any Federal Home Loan Bank or consolidated bonds or debentures issued by the Federal Home Loan Bank Board; (6) obligations of the Federal National Mortgage Association; (7) general obligations of the State or any of its political units which, at the time of purchase, carry an AAA rating from Standard & Poor’s or an Aaa rating from Moody’s Investors Service; or (8) any legally permissible combination of any of the foregoing. Government Obligations must be redeemable only at the option of the holder thereof.

“Holders” or any similar term shall mean the registered owner or owners of any outstanding Bond or Bonds or Note or Notes, as applicable.

“Initial Bonds or Notes” shall mean the Bonds or Notes initially issued in Book-Entry Form as provided in Section 5 hereof.

“Interest Payment Date” shall mean June 1 and December 1 of each year commencing on such dates as determined by the Mayor and the City Manager, or either of them acting alone.

“Letter of Representations” shall mean the Blanket Letter of Representations executed and delivered by the City to the Depository.

“Municipal Bond Act” shall mean Title 5, Chapter 21, Article 5, Code of Laws of South Carolina 1976, as amended.

“Notes” shall mean the General Obligation Bond Anticipation Notes, in one or more series, in the aggregate principal amount of not exceeding \$11,500,000 authorized to be issued pursuant to Section 22 hereof.

“Ordinance” shall mean this Ordinance.

“Participant” shall mean any bank, brokerage house or other financial institution for which, from time to time, the Depository effects book-entry transfers and pledges of securities deposited with the Depository.

“Paying Agent” shall mean Regions Bank or such other bank as may be designated by the Mayor and the City Manager (or either of them acting alone) pursuant to Section 7 hereof.

“Record Date” shall mean the fifteenth (15th) day of the month immediately preceding each Interest Payment Date on the Bonds or Notes or the date of notice of any proposed redemption of the Bonds or Notes.

“Registrar” shall mean Regions Bank or such other bank as may be designated by the Mayor and the City Manager (or either of them acting alone) pursuant to Section 7 hereof.

“South Carolina Code” shall mean South Carolina Code of Laws 1976, as amended.

“State” shall mean the State of South Carolina.

SECTION 2. Findings and Determinations. The Council of the City hereby finds and determines:

(a) The City is an incorporated municipality located in Lexington County and Richland County, South Carolina, and as such possesses all powers granted to municipalities by the Constitution and laws of this State. Section 5-7-30 of the South Carolina Code provides, in part, that municipalities may enact ordinances, not inconsistent with the Constitution and general law of the State, respecting any subject which appears necessary and proper for the security, general welfare, and convenience of the municipality and for the preservation of the general health, peace, order and good government in the municipality. Further, under the case of Williams v. Town of Hilton Head, 429 S.E.2d 802 (1993), a municipality may enact regulations (ordinances) without the requirement for further specific statutory authorization so long as such regulations are not inconsistent with the Constitution and general law of the State.

(b) Article X, Section 14 of the Constitution of the State of South Carolina, 1895, as amended (the “Constitution”), provides that general obligation debt may be incurred by the governing body of each city of the State for any public and corporate purpose in an amount not exceeding eight percent of the assessed value of all taxable property of such city.

(c) Pursuant to the Municipal Bond Act, the municipal council of any municipality may issue general obligation bonds of such municipality for any corporate purpose of such municipality to any amount not exceeding the constitutional debt limit applicable.

(d) The Municipal Bond Act requires that an election be held prior to the issuance of general obligation bonds. Title 11, Chapter 27 of the South Carolina Code, provides that if an election be prescribed by the provisions of the Municipal Bond Act, but is not required by the provisions of Article X of the Constitution, then in every such instance, no election need be held (notwithstanding the requirement therefor) and the remaining provisions of the Municipal Bond Act shall constitute a full and complete authorization to issue bonds in accordance with such remaining provisions. Title 11, Chapter 27 of the South Carolina Code further provides that any municipality of the State may issue bonds in fully registered form.

(e) The assessed value of all taxable property in the City as of June 30, 2022 is not less than \$655,458,851, which includes the 1987 assessed value of merchants’ inventory in the amount of \$6,667,290. Eight percent (8%) of such sum is \$52,436,708. As of the date of enactment of this Ordinance, the outstanding general obligation debt of the City subject to the limitation imposed by Article X, Section 14(7)(a) of the Constitution is \$13,335,000,

LEGAL DEPARTMENT DRAFT

representing the outstanding principal balances of the following general obligation bonds of the City (the “Outstanding Bonds”):

- (i) \$7,315,000 original principal amount General Obligation Bonds, Series 2013, dated December 4, 2013, presently outstanding in the principal amount of \$215,000;
- (ii) \$6,260,000 original principal amount General Obligation Refunding Bonds, Series 2015, dated December 30, 2015, presently outstanding in the principal amount of \$3,375,000; and
- (iii) \$10,645,000 original principal amount General Obligation Bonds, Series 2016, dated June 30, 2016, presently outstanding in the principal amount of \$9,745,000.

As of the date of enactment of this Ordinance, the City may incur not exceeding \$39,101,708 of general obligation debt within its applicable constitutional debt limitation.

(f) The City proposes to defray the cost of any one or more of the projects described in Schedule I attached hereto (the “Projects”) and, in connection therewith:

(i) A vibrant tourism industry fosters and enhances the economic growth and well-being of a community and its residents. Tourism has been and continues to be a major industry for the City. The City, through its Convention and Visitors Bureau, as well as surrounding counties and municipalities and community businesses, have taken various steps to promote tourism to the City and surrounding areas and to the City’s facilities and attractions. Moreover, as the City’s tourism industry expands, the City must make provision to increase municipal services and facilities in order to accommodate the needs of tourists and to attract additional tourism. Tourists enjoy and utilize the special benefits the City provides.

(ii) By imposing hospitality and accommodations taxes under and for the purposes described in Title 6, Chapter 1 of the South Carolina Code and under and for the purposes described in Section 12-36-2630(3) and Title 6, Chapter 4, of the South Carolina Code (together, the “Hospitality and Accommodations Fees”), the City has provided or been availed of several methods to alleviate the increased financial burden on resources of the City and its citizens in providing services and facilities needed to attract and support tourism. Moneys generated by the Hospitality and Accommodations Fees are or may be used to finance the acquisition, construction and renovation of facilities which will serve and attract visitors and tourists or to provide for municipal services and tourism-related expenditures which serve visitors and tourists.

(iii) The Council has been advised and recognizes that Hospitality and Accommodations Fees may be used as a source of revenues to pay all or a portion of the principal and interest requirement on the Bonds and, to the extent required by the

applicable provisions of the South Carolina Code authorizing such fees, must be exclusively for tourism-related buildings, tourism-related cultural, recreational or historic facilities and roads and streets providing access to tourist destinations, tourism-related expenditures or indebtedness incurred for such purposes.

(iv) The site now known as Finlay Park consists of a total of approximately 17 acres that spans three city blocks by two city blocks in downtown Columbia. Bordered by Laurel Street to the North, Assembly Street to the East, Taylor Street to the South and Gadsden Street to the West, Finlay Park is easily accessed by pedestrians, bicyclists and transit riders. Finlay Park also serves as a crucial link in the Vista Greenway which acts as a continuous pedestrian and cycling connection between the Vista district to the South and residential neighborhoods to the North, and as a lynchpin in the Capital City Passage segment of the Palmetto Trail, a 400+ mile statewide trail that connects the Low Country to the Midlands to the Upstate.

(v) Finlay Park was first built in the 1840s under the supervision of Algernon Sidney Johnston, a local publisher and Council member. It featured trees, paths, reflecting pools, benches and a bandstand, and was named in his honor as “Sydney Park” in 1852. Finlay Park was later sold to Seaboard Airline Railroad, which used the park as a switching yard and an industrial district for other businesses. In the mid-1980s, the City created a tax increment district known as the “Congaree Vista Redevelopment Project Area” and issued \$10,000,000 of tax increment bonds (the “TIF Bonds”) to fund a variety of redevelopment projects to address blighted conditions in the district, including significant improvements to Finlay Park. The TIF Bonds are no longer outstanding.

(vi) Designed by renowned landscape architect Robert E. Marvin, Finlay Park reopened in 1990 and featured a 40-foot waterfall, a three-acre lake, a large green space, a 2,000-seat amphitheater, plaza/terrace gardens, park overlook, parking and restrooms. Finlay Park was renamed in honor of Mayor Kirkman J. Finlay and was long considered the crown jewel of the City. Mr. Marvin described Finlay Park as the “catalyst for the bigger dream of Congaree Vista” and noted that “the goal was to make Finlay Park so popular and beautiful that everyone brought their out of town guests to Finlay Park to show off their city.”

(vii) Finlay Park is one of the only public spaces in downtown Columbia to have a multi-use path that many residents and visitors use for exercise, cycling and recreation. Since reopening in 1990, Finlay Park has served as event space for a large number of downtown events. For example, the City has entertained residents and visitors (on average) at annually recurring events such as Bark in Finlay Park (500), Shakespeare in Finlay Park (10-15 shows per year, for 300 per show), Columbia Kids Day (800-1,000), the Mayor’s Easter Eggstravaganza (700-1,200), Mayfest, Pride Parade (2,500), Gospel Fest (4,000), Halloween Carnival (500-1,300 total), the Summer Movie Series (5-10 events per year, for 200-500 each) and the Summer Concert Series (5-10 events per year, for 5,000-8,000 each).

(viii) Since 1990, Finlay Park has suffered considerable deterioration due to deferred maintenance and challenges in the original design that have led to infrastructure failures. In 2004, the City used the proceeds of a borrowing secured by local hospitality taxes (which was later refinanced in 2012), to fund certain improvements to Finlay Park; however, Finlay Park has continued to deteriorate. The condition of Finlay Park and the extensive amount of sub-standard surface parking in its vicinity creates an impediment to sound growth and redevelopment: this, despite the fact that it is located within walking distance of a revitalized Main Street and Vista area. Another impediment to redevelopment around Finlay Park is the surrounding road network, which acts as a barrier to the flow of cyclists and pedestrians from Main Street or the Vista. Taylor Street is part of a one-way pair of streets that includes Hampton Street, motorists travelling on the six lanes of traffic of these two streets travel at speeds up to or exceeding the posted speed limit. Assembly Street, with its 150-foot right-of-way is a challenge for even the most sprightly of pedestrians to cross.

(ix) Adjacent to Finlay Park and facing Assembly Street is a United States Postal Service (“USPS”) facility that sits on approximately 9.53 acres of privately owned land (the “Property”). While it still serves as the main USPS office, it no longer requires all of the building and site for its operations. In September 2019, the City issued a bond, which bond was subsequently refinanced in 2021, in order to finance the acquisition, renovation and equipment of the Property.

(x) It is believed that the Project represents a tremendous opportunity to the City to promote the redevelopment and use of Finlay Park by tourists, visitors and citizens alike:

- (1) the improvements at Finlay Park will upgrade the existing facilities which are heavily utilized by tourists to the City;
- (2) the Property features ample amounts of surface parking (the “Parking”), which could potentially be used by patrons of Finlay Park, and thereby alleviate the shortage of parking that has historically prevented enjoyment of the facilities;
- (3) the Parking would also represent a significant asset that could promote interest and private development of portions of Finlay Park or to renovate or replace one or more of the existing structures on the Property (each, a “Private Project” and, together, the “Private Projects”); and
- (4) Given the proximity to the Vista, Main Street and other nearby commercial ventures, additional users or patrons of Finlay Park, the Property or any Private Project would be expected to foster and stimulate economic activity at surrounding businesses, including additional ‘tourists’ within the meaning of Section 6-1-760 of the South Carolina Code (the “Act”), and thereby generate additional revenues to alleviate the increased financial burden on resources of the

City and its citizens in providing services and facilities needed to attract and support tourism.

(xi) In addition, the expenditure of public funds must be for a public purpose in accordance with the applicable provisions of the South Carolina Constitution and decisions of the South Carolina Supreme Court (the “Court”). Specifically, the cases of Byrd v. County of Florence, 315 S.E.2d 804 (1984) and Nichols v. The South Carolina Research Authority, 351 S.E.2d 155 (1986), formulate a four-point standard by which undertakings for financing economic development are tested for constitutionality. The City Attorney and the City’s bond counsel has previously reviewed this standard with the members of the Council. In WDW Properties v. City of Sumter, 535 S.E.2d 631 (2000), the Byrd/Nichols test was applied by the Court to uphold the issuance by JEDA of tax-exempt industrial revenue bonds to finance a portion of the costs of renovation of existing buildings located within the Columbia/Sumter SC Empowerment Zone. In that case, the Court noted that the redevelopment projects were intended to be leased for commercial office and retail space, that the developer expected to create 20 full-time jobs and that “the Projects would ‘serve as the cornerstone for the revitalization of downtown Sumter and the surrounding communities.’”

(xii) The successful development and operation of the Projects will promote tourism and, as a result thereof and the general redevelopment of Finlay Park and/or the Property, foster and encourage tourists, visitors, residents and businesses to locate in or patronize such facilities or the surrounding area (including tourism-generating facilities in close proximity to the Downtown area, the Congaree Vista Area, the Riverfront area and the North Main Corridor, like the South Carolina State Museum, the EdVenture Children’s Museum, the Three Rivers Greenway extension, Granby Riverwalk, Canal Front Park, the proposed Riverfront Park, the Riverbanks Zoo, the Woodrow Wilson Family Home, Columbia College (including Workshop Theater), the Columbia Metropolitan Convention Center and the Colonial Life Arena, or the Robert Mills House, the Hampton-Preston Mansion, the Eau Claire Print Building and other nearby historic structures), which enhances the economic viability of the City through the redevelopment of nearby properties, the creation of additional jobs, the infusion of capital investment and increased commercial activity, thereby resulting in additional ad valorem property taxes, Hospitality and Accommodations Fees and other taxes and fees.

(xiii) As described in the evidentiary findings or statements referenced above, the benefits to the City as a result of the acquisition, renovation, redevelopment and improvement of the Projects are set forth, in part, herein:

(1) the Projects would promote, enhance, speed up and stimulate private development in and eliminate, remove and address the current blighted conditions of, Finlay Park, all of which would enhance the aesthetic qualities of the surrounding areas;

(2) the Projects would promote interest from visitors, tourists and City

residents who want to study and/or learn about the architecturally and historically significant buildings located in or adjacent to Finlay Park and other surrounding historic facilities within the City (including the nearby Robert Mills House, the Hampton-Preston Mansion, Columbia College and the Eau Claire Print Building), which may include exhibits, presentations or museum areas located in or near to Finlay Park, and would be promoted and marketed by area tourism businesses and nonprofit organizations in their advertisements, on the Internet, and in materials provided for tours and/or self-guided tours of the City;

(3) the City and its citizens have invested, and continue to invest, significant funds in and to promote its Downtown area, the Congaree Vista Area, the Riverfront area, the North Main Corridor and the areas in which other historic structures are located, including the nearby Robert Mills House, the Hampton-Preston Mansion, Columbia College and the Eau Claire Print Building; further, Finlay Park serve as connection between such areas and the approximately 181-acre development known as the Bull Street campus and, given their respective proximities to the intersection of Bull Street/Interstate I-277 and Elmwood Avenue/Interstate I-126, Finlay Park serve as gateway connectors for people visiting and working in the City;

(4) the Projects would also foster and encourage tourists, visitors, residents and businesses to locate in or patronize such facilities or the surrounding area (including tourism-generating facilities in close proximity to the Downtown area, the Congaree Vista Area, the Riverfront area and the North Main Corridor, like the South Carolina State Museum, the EdVenture Children's Museum, the Three Rivers Greenway extension, Granby Riverwalk, Canal Front Park, the proposed Riverfront Park, the Columbia Metropolitan Convention Center and the Colonial Life Arena, or the Robert Mills House, the Hampton-Preston Mansion, Columbia College, the Eau Claire Print Building and other nearby historic structures), which enhances the economic viability of the City (including particularly the Congaree Vista Area and the area surrounding these facilities) through the redevelopment of nearby properties, the imposition and collection of additional *ad valorem* property taxes and increased commercial activity that would generate additional sales taxes and personal property taxes, Hospitality and Accommodations Fees, business license fees and other fees, as well as additional jobs and capital investment; and

(5) the historic and architectural characteristics of several facilities located on or adjacent to the Property and Finlay Park may be significantly preserved and, like the South Carolina State Museum, Confederate Printing Plant (now Publix), Robert Mills House, Hampton-Preston Mansion, Columbia College, Eau Claire Print Building, the structures on the Bull Street campus and other nearby historic structures, serve as examples of successful preservation, rehabilitation, redevelopment and re-adaptation, all of which are recognizable, signature properties that provide a gateway into the City, including its Downtown area and the arts and entertainment district known as the Congaree Vista Area.

(g) After taking into consideration information presented to the City (including but not limited to those supporting the findings set forth above), the Council makes the following additional findings and determinations with respect to the Projects:

(i) The ultimate benefits to the public are multiple: the Projects would serve to foster tourism and stimulate economic activity in and adjacent to Finlay Park, to increase the number of available jobs, to improve the appearance and enhance the aesthetic character of Finlay Park and surrounding properties, to generate additional revenues (including Hospitality and Accommodations Fees) and positively impact real property values of surrounding properties, to attract new businesses, to reinvigorate a downtown area that has been classified by the local, state and federal governments as economically distressed and to protect and preserve historically and architecturally significant features and encourage others to undertake historic preservation that would benefit downtown Columbia.

(ii) The public will be the primary beneficiary of the Projects, although one or more developers or users of the Projects, the Private Projects or the Property will also benefit through the City's investment therein.

(iii) The financing of the Projects are not so speculative as to violate the public purpose doctrine based on the success of similar tourism-generating or historic facilities that have been developed, such as other dilapidated or blighted properties that have been redeveloped, such as the South Carolina State Museum, the Confederate Printing Plant (now Publix), the 701 Whaley Arts Center, the Palmetto Compress Building and Warehouse, Columbia College, Eau Claire Print Building and the facilities located at the Bull Street campus, all of which serve as examples of successful preservation, rehabilitation, redevelopment and re-adaptation, and the likelihood that (A) Finlay Park will continue to decline in the absence of private development thereof, which requires public investments in infrastructure; and (B) any redevelopment of Finlay Park will require significant amounts of infrastructure to be constructed and installed therein.

(iv) The public interest is likely to be served to a substantial degree through the generation of tourist-related revenues and the creation of jobs, the improvement and enhancement of the appearance and aesthetic character of downtown Columbia, the reinvigoration of Finlay Park and surrounding areas, the preservation of historical and architecturally significant features and the benefits, both tangible and intangible, that should result from that reinvigoration as they relate to the Projects.

(h) Article X, Section 14(9) of the Constitution provides that general obligation notes may be issued in anticipation of the proceeds of general obligation bonds which may lawfully be issued under such terms and conditions that the General Assembly may prescribe by general law.

(i) Pursuant to the provisions of the BAN Act, any incorporated town, whenever authorized by general or special law, to issue bonds, may, pending the sale and issuance thereof,

borrow in anticipation of the receipt of the proceeds of the bonds.

(j) Pending the sale and issuance of the Bonds authorized by Section 3 hereof it is in the best interest of the City to provide for the issuance of the Notes pursuant to Section 22 hereof in the aggregate principal amount of not exceeding \$11,500,000 in anticipation of the sale and issuance of such Bonds and the receipt of the proceeds thereof to be applied to defray the cost of the Projects and other costs incidental thereto, including any engineering, architectural, financial and legal fees relating thereto and other incidental costs of issuing the Notes. As described above, the Projects are necessary and in the best interest of the City, the issuance of the Bonds (and the Notes in anticipation thereof) authorized by this Ordinance for such purposes is necessary and such Bonds (and the Notes in anticipation thereof) will be issued for a corporate purpose and a public purpose of the City.

(k) It is now in the best interest of the City for the Council to provide for the issuance and sale of general obligation bonds and/or bond anticipation notes of the City pursuant to the aforesaid provisions of the Constitution and laws of the State in order to defray the costs of the Projects and the costs of issuance of such bonds or notes and for such other lawful purposes as the Council shall determine.

SECTION 3. Authorization and Details of Bonds. Pursuant to the aforesaid provisions of the Constitution and laws of the State, there is hereby authorized to be issued not exceeding \$11,500,000 principal amount of general obligation bonds, of the City (the “Bonds”). Upon the issuance and delivery of the Bonds, sufficient of the proceeds thereof shall be applied by the City to meet the payment of the principal and interest of the Notes (which Notes are being issued to defray the costs of the Projects and other costs incidental thereto, including any engineering, architectural, financial and legal fees relating thereto) and other incidental costs of issuing the Bonds; provided, however, that in the event the City determines not to issue some or all of the Notes pursuant to the authorization set forth in Section 22 hereof, the Bonds may be issued for the purposes described in Section 2(k) above for which the Notes can be issued hereunder. Each of the Bonds shall be issued in a principal amount determined by the Mayor, the City Manager and the Assistant City Manager for Finance and Economic Services, or any two of them acting together, which amount will be sufficient to provide for the above-described purposes. The Bonds shall be designated “(principal amount issued) General Obligation Bonds, Series 2023, of the City of Columbia, South Carolina.” Notwithstanding anything herein to the contrary, the Bonds shall bear such additional numbers or other series designations in order to distinguish one series from another or to reflect the issuance thereof in a different calendar year, as may be determined by the Mayor, the City Manager and the Assistant City Manager for Finance and Economic Services, or any two of them acting together.

Each of the Bonds shall be issued as fully registered bonds; shall be dated as of the date of their respective delivery or the first or the fifteenth day of the month in which such series of bonds are delivered to the initial purchaser(s) thereof or such other date as determined by the Mayor, the City Manager and the Assistant City Manager for Finance and Economic Services, or any two of them acting together, pursuant to Section 4 hereof; shall be in denominations of \$5,000 or any integral multiple thereof not exceeding the principal amount of such series of bonds maturing in each year unless issued as a single bond in the entire principal amount of such series; shall be issued

as taxable or tax-exempt obligations as determined by the Mayor, the City Manager and the Assistant City Manager for Finance and Economic Services, or any two of them acting together, pursuant to Section 4 hereof; shall bear interest (calculated on the basis of a 360-day year of twelve 30-day months) from their respective date payable semiannually thereafter on June 1 and December 1 of each year commencing on a date determined by the Mayor, the City Manager and the Assistant City Manager for Finance and Economic Services, or any two of them acting together, pursuant to Section 4 hereof, until such respective series of bonds mature, at such rate or rates as may be determined by the Mayor, the City Manager and the Assistant City Manager for Finance and Economic Services, or any two of them acting together, at the time of the sale thereof; and shall mature serially in successive annual installments on June 1 in the years and in the principal amounts as determined by the Mayor, the City Manager and the Assistant City Manager for Finance and Economic Services, or any two of them acting together, pursuant to Section 4 hereof.

SECTION 4. Authority to Determine Certain Matters Relating to the Bonds. Without further authorization, the Council hereby authorizes the Mayor, the City Manager and the Assistant City Manager for Finance and Economic Services, or any two of them acting together, to determine, designate or take such actions (as applicable) as are described below:

- (a) the original issue date of the Bonds;
- (b) the aggregate principal amount of the Bonds to be issued;
- (c) the interest payment dates of the Bonds (including the first interest payment date thereof);
- (d) whether the Bonds shall be issued as taxable or tax-exempt obligations;
- (e) redemption provisions, if any, for the Bonds;
- (f) the maturity dates and the respective principal amounts maturing on each maturity dates (June 1) of the Bonds;
- (g) the Paying Agent and Registrar for each series of the Bonds, if different from the bank so designated in Section 7 hereof;
- (h) the dates and times of sale of the Bonds;
- (i) whether the Bonds will be publicly sold and/or traded or placed with a bank and take actions in connection therewith, including receiving bids on behalf of the City to award the sale of the Bonds in accordance with the terms of the Notice of Sale or Request for Proposals for the Bonds;
- (j) make adjustments to the principal amounts of the Bonds immediately following the sale; and

(k) negotiate and execute all other contracts which may be necessary or required in connection with the issuance of the Bonds (provided, however, that unless otherwise expressly required by this Ordinance, only one authorized representative of the City shall be required to execute such contracts).

After each sale of the Bonds, the Mayor, the City Manager and the Assistant City Manager for Finance and Economic Services, or any two of them acting together, shall submit a written report to the Council setting forth the results of the sale of the Bonds.

SECTION 5. Book-Entry Bonds. If requested by the initial purchaser(s) of the Bonds or Notes, the Initial Bonds or Notes will be eligible securities for the purposes of the Book-Entry System of transfer maintained by the Depository, and transfers of beneficial ownership of the Initial Bonds or Notes shall be made only through the Depository and its participants in accordance with rules specified by the Depository. Such beneficial ownership must be of \$5,000 principal amount of Bonds or Notes of the same series and maturity or any integral multiple of \$5,000.

The Initial Bonds or Notes will be issued in fully registered form, as a single bond or one bond for each of the series and maturities of the Bonds, in the name of Cede & Co., as the nominee of the Depository. When any principal of, premium, if any, or interest on the Initial Bonds or Notes becomes due, the City shall transmit or cause the Paying Agent to transmit to the Depository an amount equal to such installment of principal, premium, if any, and interest. Such payments will be made to Cede & Co. or other nominee of the Depository as long as it is owner of record on the applicable Record Date. Cede & Co. or other nominee of the Depository shall be considered to be the owner of the Initial Bonds or Notes so registered for all purposes of this Ordinance, including, without limitation, payments as aforesaid and receipt of notices. The Depository shall remit such payments to the Beneficial Owners of the Bonds or Notes or their nominees in accordance with its rules and regulations.

The Depository is expected to maintain records of the positions of Participants in the Initial Bonds or Notes, and the Participants and persons acting through Participants are expected to maintain records of the Beneficial Owners in the Initial Bonds or Notes. The City, the Paying Agent and the Registrar make no assurances that the Depository and its Participants will act in accordance with such rules or expectations on a timely basis, and the City, the Paying Agent and the Registrar shall have no responsibility for any such maintenance of records or transfer of payments by the Depository to its Participants, or by the Participants or persons acting through Participants to the Beneficial Owners.

The City, the Paying Agent and the Registrar may treat the Depository (or its nominee) as the sole and exclusive owner of the Bonds or Notes registered in its name for the purpose of payment of the principal of, interest or premium, if any, on the Bonds or Notes, giving any notice permitted or required to be given to Holders under this Ordinance, registering the transfer of Bonds or Notes, obtaining any consent or other action to be taken by Holders and for all other purposes whatsoever, and shall not be affected by any notice to the contrary. The City, the Paying Agent and the Registrar shall not have any responsibility or obligation to any Participant, any person claiming a beneficial ownership interest in the Bonds or Notes under or through the Depository or any

Participant, or any other person which is not shown on Books of Registry of the City maintained by the Registrar as being a Holder, with respect to the accuracy of any records maintained by the Depository or any Participant or the maintenance of any records; the payment by the Depository or any Participant of any amount in respect of the principal of, interest or premium, if any, on the Bonds or Notes; the sending of any transaction statements; the delivery or timeliness of delivery by the Depository or any Participant of any notice which is permitted or required to be given to Holders thereunder; or any consent given or other action taken by the Depository as a Holder.

SECTION 6. Successor Depository. If (a) the Depository determines not to continue to act as Depository for the Bonds or Notes and gives reasonable notice to the Registrar and the City, or (b) the City has advised the Depository of the City's determination that the Depository is incapable of discharging its duties, then the City shall attempt to retain another qualified securities depository to replace the Depository. Upon receipt by the City or the Registrar of the Initial Bonds or Notes together with an assignment duly executed by the Depository, the City shall execute and deliver to the successor Depository the Bonds or Notes of the same principal amount, interest rate, series and maturity. If the City is unable to retain a qualified successor to the Depository, or the City has determined that it is in its best interest not to continue the Book-Entry System of transfer or that interests of the Beneficial Owners of the Bonds or Notes might be adversely affected if the Book-Entry System of transfer is continued (the City undertakes no obligation to make any investigation to determine the occurrence of any events that would permit it to make any such determination), and has made provision to so notify Beneficial Owners of the Bonds or Notes by mailing an appropriate notice to the Depository, upon receipt by the City of the Initial Bonds or Notes together with an assignment duly executed by the Depository, the City shall execute, authenticate and deliver to the Depository Participants Bonds or Notes in fully registered form, in substantially the form set forth in Section 12 of this Ordinance or pursuant to the terms of Section 22 of this Ordinance, as applicable, and in each case in the denomination of \$5,000 or any integral multiple thereof.

SECTION 7. Registrar and Paying Agent. Both the principal of and interest on the Bonds or Notes shall be payable in any coin or currency of the United States of America which is, at the time of payment, legal tender for public and private debts. Regions Bank or a bank designated by the Mayor, the City Manager and the Assistant City Manager for Finance and Economic Services, or any two of them acting together, may act as the Registrar and the Paying Agent for the Bonds or Notes.

SECTION 8. Registration, Transfer and Exchange of Bonds. The City shall cause the Books of Registry to be kept at the offices of the Registrar for the registration and transfer of the Bonds or Notes. Upon presentation at its office for such purpose, the Registrar shall register or transfer, or cause to be registered or transferred, on such Books of Registry, the Bonds or Notes under such reasonable regulations as the Registrar may prescribe.

Each Bond or Notes shall be transferable only upon the Books of Registry of the City, which shall be kept for such purpose at the principal office of the Registrar, by the registered owner thereof in person or by his duly authorized attorney upon surrender thereof together with a written instrument of transfer satisfactory to the Registrar duly executed by the registered owner or his duly authorized attorney. Upon the transfer of any such Bond or Note, the Registrar on behalf of the City

shall issue in the name of the transferee a new fully registered Bond or Bonds or Note or Notes of the same aggregate principal amount, interest rate, series and maturity as the surrendered Bond or Note. Any Bond or Note surrendered in exchange for a new registered Bond pursuant to this Section shall be canceled by the Registrar.

The City, the Registrar and the Paying Agent may deem or treat the person in whose name any fully registered Bond or Note shall be registered upon the Books of Registry as the absolute owner of such Bond or Note, whether such Bond or Note shall be overdue or not, for the purpose of receiving payment of the principal of and interest on such Bond or Note and for all other purposes; and all such payments so made to any such registered owner or upon his order shall be valid and effectual to satisfy and discharge the liability upon such Bond or Note to the extent of the sum or sums so paid, and neither the City nor the Registrar shall be affected by any notice to the contrary. In all cases in which the privilege of transferring Bonds or Notes is exercised, the City shall execute and the Registrar shall authenticate and deliver Bonds or Notes in accordance with the provisions of this Ordinance. Neither the City nor the Registrar shall be obliged to make any such transfer of Bonds or Notes during the fifteen (15) days preceding an interest payment date on such Bonds or Notes.

SECTION 9. Record Date. The City hereby establishes a record date for the payment of interest or for the giving of notice of any proposed redemption of Bonds or Notes, and such record date shall be not more than fifteen (15) days preceding an Interest Payment Date on such Bond or Note or, in the case of any proposed redemption of Bonds or Notes, such record date shall be not more than fifteen (15) days (whether or not a business day) prior to the mailing of notice of redemption of Bonds or Notes.

SECTION 10. Mutilation, Loss, Theft or Destruction of Bonds. In case any Bond or Note shall at any time become mutilated in whole or in part, or be lost, stolen or destroyed, or be so defaced as to impair the value thereof to the owner, the City shall execute and the Registrar shall authenticate and deliver at the principal office of the Registrar, or send by registered mail to the owner thereof at his request, risk and expense a Bond or Note of the same series, interest rate and maturity and of like tenor and effect in exchange or substitution for and upon the surrender for cancellation of such defaced, mutilated or partly destroyed Bond or Note, or in lieu of or in substitution for such lost, stolen or destroyed Bond or Note. In any such event, the applicant for the issuance of a substitute Bond or Note shall furnish the City and the Registrar evidence or proof satisfactory to the City and the Registrar of the loss, destruction, mutilation, defacement or theft of the original Bond or Note, and of the ownership thereof, and also such security and indemnity as may be required by the laws of the State or such greater amount as may be required by the City and the Registrar. Any duplicate Bond or Note issued under the provisions of this Section in exchange and substitution for any defaced, mutilated or partly destroyed Bond or Note or in substitution for any allegedly lost, stolen or wholly destroyed Bond or Note shall be entitled to the identical benefits under this Ordinance as was the original Bond or Note in lieu of which such duplicate Bond or Note is issued, and shall be entitled to equal and proportionate benefits with all the other Bonds or Notes of the same series issued hereunder.

All expenses necessary for the providing of any duplicate Bond or Note shall be borne by the applicant therefor.

SECTION 11. Execution of Bonds. The Bonds shall be executed in the name of the City with the manual or facsimile signature of the Mayor of the City attested by the manual or facsimile signature of the Clerk of the City under a facsimile of the seal of the City which shall be impressed, imprinted or reproduced thereon. The Bonds shall not be valid or become obligatory for any purpose unless there shall have been endorsed thereon a certificate of authentication. Each Bond shall bear a certificate of authentication manually executed by the Registrar in substantially the form set forth herein.

SECTION 12. Form of Bonds. The Bonds and the certificate of authentication shall be in substantially the form set forth in Exhibit A attached hereto.

SECTION 13. Security for Bonds. The full faith, credit and taxing power of the City are hereby irrevocably pledged for the payment of the principal and interest of the Bonds, as they respectively mature, and for the creation of a sinking fund to aid in the retirement and payment thereof; provided, that, notwithstanding the foregoing, the City may utilize any Hospitality and Accommodations Fees for the payment of debt service on the Bonds, as permitted by the South Carolina Code and, in connection with the use of the local accommodations tax imposed under and for the purposes of Section 12-36-2630(3) and Title 6, Chapter 4 of the South Carolina Code, such tax may be obligated for such purpose when the Bonds are issued. There shall be levied and collected annually upon all taxable property in the City an *ad valorem* tax, without limitation as to rate or amount, sufficient for such purposes.

The appropriate officials of the City and, as appropriate, Richland and Lexington Counties, shall be notified as to the delivery of and payment for the Bonds and are hereby directed to levy and collect annually upon all taxable property in the City an *ad valorem* tax, without limitation as to rate or amount, sufficient to pay the principal and interest of the Bonds, as they respectively mature, and for the creation of such sinking fund as may be necessary therefor.

SECTION 14. Exemption from State Taxes. Both the principal of and interest on the Bonds and Notes shall be exempt, in accordance with the provisions of Section 12-2-50 of the South Carolina Code, from all State, county, municipal, school district and all other taxes or assessments, except estate or other transfer taxes, direct or indirect, general or special, whether imposed for the purpose of general revenue or otherwise.

SECTION 15. Federal Tax Covenant. The City hereby covenants and agrees with the holders of the Bonds or Notes that, if any of the Bonds or Notes are issued as obligations the interest on which is excluded from gross income of the holders thereof for federal tax purposes (each, a "Tax Exempt Bond or Note"), it will not take any action which will, or fail to take any action which failure will, cause interest on the Tax Exempt Bonds or Notes to become includable in the gross income of the bondholders for federal income tax purposes pursuant to the provisions of the Code and regulations promulgated thereunder in effect on the date of original issuance of the Tax Exempt Bonds or Notes and that no use of the proceeds of the Tax Exempt Bonds or Notes shall be made

which, if such use had been reasonably expected on the date of issue of the Tax Exempt Bonds or Notes would have caused the Tax Exempt Bonds or Notes to be “arbitrage bonds”, as defined in Section 148 of the Code, and to that end the City hereby shall:

- (a) comply with the applicable provisions of Section 103 and Sections 141 through 150 of the Code and any regulations promulgated thereunder so long as the Tax Exempt Bonds or Notes are outstanding;
- (b) establish such funds, make such calculations and pay such amounts in the manner and at the times required in order to comply with the requirements of the Code relating to required rebates of certain amounts to the United States; and
- (c) make such reports of such information at the time and places required by the Code.

Pursuant to ordinances previously adopted by the Council, the City has heretofore executed one or more certificates adopting written procedures related to its tax-exempt debt.

This Ordinance shall constitute the City’s declaration of official intent pursuant to Regulation §1.150-2 of the Code to reimburse the City from a portion of the proceeds of the Tax Exempt Bonds or Notes or other tax-exempt obligations issued by or on behalf of the City for such purposes (the “Reimbursement Bonds”) for expenditures it anticipates incurring (the “Expenditures”) with respect to the Projects prior to the issuance of the Reimbursement Bonds. The Expenditures which are reimbursed are limited to Expenditures which are: (a) properly chargeable to a capital account (or would be so chargeable with a proper election or with the application of the definition of placed in service under Regulation §1.150-2 of the Code) under general federal income tax principles; or (2) certain *de minimis* or preliminary expenditures satisfying the requirements of Regulation §1.150-2(f) of the Code. The source of funds for the Expenditures with respect to the acquisition of the Projects will be the City’s general fund and/or hospitality or accommodations fee accounts, as may be applicable to the type of Expenditure and otherwise permitted under State law. To be eligible for reimbursement of the Expenditures, the reimbursement allocation must be made not later than 18 months after the later of (a) the date on which the Expenditures were paid; or (b) the date such project was placed in service, but in no event more than three (3) years after the original Expenditures.

SECTION 16. Sale of Bonds; Form of Notice of Sale. The Bonds shall be offered for public sale on the date and at the time designated by the Mayor, the City Manager and the Assistant City Manager for Finance and Economic Services, or any two of them acting together. A Notice of Sale in substantially the form set forth as Exhibit B attached hereto shall be distributed to prospective bidders, and a summary of such Notice of Sale shall be published in a newspaper having general circulation in the State and/or in a financial publication published in the City of New York not less than seven (7) days prior to the date set for such sale.

SECTION 17. Preliminary and Final Official Statement. The Council hereby authorizes and directs the Mayor, the City Manager and the Assistant City Manager for Finance and Economic Services, or any two of them acting together, to prepare, or cause to be prepared, a Preliminary Official Statement to be distributed to prospective purchasers of the Bonds, together with the Notice

of Sale. The Council authorizes the Mayor, the City Manager and the Assistant City Manager for Finance and Economic Services, or any two of them acting together, to “deem final” such Preliminary Official Statement for purposes of Rule 15c2-12 promulgated by the Securities and Exchange Commission (the “Rule”). The Mayor, the City Manager and the Assistant City Manager for Finance and Economic Services, or any two of them acting together, are further authorized to see to the completion of the final form of the Official Statement upon the sale of the Bonds so that it may be provided to the purchaser(s) of the Bonds.

SECTION 18. Continuing Disclosure. In compliance with the Rule, the City hereby covenants and agrees that it will comply with and carry out all of the provisions of a Disclosure Dissemination Agent Agreement in substantially the form attached hereto as Exhibit C (the “DAC Agreement”). Notwithstanding any other provisions of this Ordinance, failure of the City to comply with the DAC Agreement shall not be considered an event of default, and no liability for damages shall attach therefor. The sole remedy for such failure to comply shall be that any Bondholder may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the City to comply with its obligations under this Section.

SECTION 19. Filings with Central Repository. In compliance with and as required by Section 11-1-85 of the South Carolina Code, the City covenants that it will file or cause to be filed with a central repository for further availability in the secondary bond market when requested: (a) a copy of the annual audit of the City within thirty (30) days of the City’s receipt thereof; and (b) within thirty (30) days of the occurrence thereof, relevant information of an event which, in the opinion of the City, adversely affects more than five percent (5%) of the City’s revenue or its tax base.

SECTION 20. Bank Placement. In the event the Bonds are sold to a bank, the requirements of Sections 5, 17 and 18 hereof shall not be applicable, and the City may serve as Registrar and Paying Agent as described in Sections 7 and 8 hereof. Also, forms of the attachments to this Ordinance will be revised as necessary and appropriate, including but not limited to the use of a Request for Proposals instead of a Notice of Sale (or a modified version of the Notice of Sale) pursuant to Section 16 hereof.

SECTION 21. Deposit and Use of Proceeds. The proceeds derived from the sale of the Bonds shall be deposited in a special fund, separate and distinct from all other funds, and applied solely to the purposes for which the Bonds are issued except that the premium, if any, shall be placed in the sinking fund established pursuant to the Municipal Bond Act, and the accrued interest, if any, shall be used to discharge in part the first interest to become due on the Bonds. If any surplus remain, it shall be deposited in the sinking fund to be established for the payment of the Bonds.

SECTION 22. Notes Issued in Anticipation of Bonds. Pursuant to the BAN Act, pending the sale and issuance of the Bonds, the Council hereby authorizes the issuance of general obligation bond anticipation notes, in one or more series, in an aggregate amount not to exceed \$11,500,000 (the “Notes”) for any of the purposes set forth in Section 2(k) herein and for costs of issuance of the Notes. In the event Notes are issued, (a) for the payment of principal of and interest, if necessary, on the Notes as they respectfully mature, there is hereby pledged the

proceeds of the Bonds and the full faith, credit and taxing power of the City and (b) pending the issuance of the sale of the Bonds, the Council may determine it to be in the best interest of the City to refund or renew the outstanding Notes and, therefore, (1) the Council may authorize the Notes to be refunded or renewed and such authorization to be effected by a resolution of Council incorporating the terms of this Ordinance and (2) the principal amount of such refunded or renewed Notes may be increased by an amount sufficient to reflect interest owed and costs of issuance.

The City, at its option, may also utilize any other funds available therefore for the payment of the principal of and interest on the Notes. The Council hereby authorizes the Mayor, the City Manager and the Assistant City Manager for Finance and Economic Services, or any two of them acting together, to determine or otherwise take the actions described below: (a) the original issue date and aggregate principal amount of the Notes; (b) the date, time and method of sale (which may be by public or, as permitted by the BAN Act, negotiation) of the Notes; (c) the maturity date and redemption provisions (if any) of the Notes (provided, that the maximum redemption premium may not exceed 0.5%); (d) the form of the Notes; (e) such other details of the Notes as may be deemed advisable; (f) receive bids on behalf of the City and award the sale of the Notes to the lowest bidder therefor, in accordance with the terms of the Notice of Sale for the Notes; and (g) negotiate and execute all other contracts which may be necessary or required in connection with the issuance of the Notes. Unless the context requires otherwise, the authorizations provided in the Ordinance with respect to the Bonds or the issuance, sale, execution and delivery thereof (including the provisions of Sections 11, 12, 16, 17, 18 and 21 hereof) shall also apply with respect to any Notes issued in anticipation thereof.

SECTION 23. Defeasance. The obligations of the City under this Ordinance and the pledges, covenants and agreements of the City herein made or provided for, shall be fully discharged and satisfied as to any portion of the Bonds or Notes, and such Bond or Bonds or Note or Notes shall no longer be deemed to be outstanding hereunder when:

(a) such Bond or Bonds or Note or Notes shall have been purchased by the City and surrendered to the City for cancellation or otherwise surrendered to the City or the Paying Agent and is canceled or subject to cancellation by the City or the Paying Agent; or

(b) payment of the principal of and interest on such Bonds or Notes either (i) shall have been made or caused to be made in accordance with the terms thereof, or (ii) shall have been provided for by irrevocably depositing with the Paying Agent in trust and irrevocably setting aside exclusively for such payment, (1) moneys sufficient to make such payment, or (2) Government Obligations maturing as to principal and interest in such amounts and at such times as will ensure the availability of sufficient moneys to make such payment and all necessary and proper fees, compensation and expenses of the Paying Agent. At such time as the Bonds or Notes shall no longer be deemed to be outstanding hereunder, such Bonds or Notes shall cease to draw interest, and, except for the purposes of any such payment from such moneys or Government Obligations as set forth in (ii) above, shall no longer be secured by or entitled to the benefits of this Ordinance.

SECTION 24. Miscellaneous. The Council hereby authorizes the Mayor, City Manager, City Clerk, Assistant City Manager for Finance and Economic Services and City Attorney to execute such documents and instruments as may be necessary to effect the issuance of the Notes and the Bonds or make modifications in any documents including but not limited to the form of the Bond or Notice of Sale. The Mayor, the City Manager and the Assistant City Manager for Finance and Economic Services, or any of them acting alone, with the assistance of the Financial Advisor, are hereby authorized to negotiate the terms of, and execute in the name and on behalf of the City, investment agreements, forward delivery agreements, repurchase agreements and other agreements in connection with the Notes and the Bonds, to prepare and solicit bids for providers of such agreements and to execute, in the name and on behalf of the City, written confirmations of any such agreements and other documents as may be necessary in connection therewith.

SECTION 24. Repeal of Conflicting Ordinances. All rules, regulations, ordinances, resolutions and parts thereof, procedural or otherwise, in conflict herewith or the proceedings authorizing the issuance of the Notes and the Bonds are, to the extent of such conflict, hereby repealed, and this Ordinance shall take effect and be in full force from and after its enactment.

LEGAL DEPARTMENT DRAFT

This Ordinance shall be forthwith codified in the Code of City Ordinances in the manner required by law.

ENACTED this ____ day of _____, 2023.

CITY OF COLUMBIA, SOUTH CAROLINA

Mayor

(SEAL)

ATTEST:

Clerk

First Reading: _____, 2023
Second Reading: _____, 2023

[Signature page]

LEGAL DEPARTMENT DRAFT

SCHEDULE I**LIST OF PROJECTS**

The projects to be funded with the proceeds of the Bonds (the “Projects”) include the following:

- 1) acquisition, revitalization, construction, renovation and equipment of Finlay Park in downtown Columbia

LEGAL DEPARTMENT DRAFT

EXHIBIT A

FORM OF BONDS

UNITED STATES OF AMERICA
 STATE OF SOUTH CAROLINA
 CITY OF COLUMBIA
 GENERAL OBLIGATION BOND, SERIES (year)

No. R-

<u>INTEREST RATE</u>	<u>MATURITY DATE</u>	<u>ORIGINAL ISSUE DATE</u>	<u>CUSIP</u>
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REGISTERED HOLDER:

PRINCIPAL AMOUNT:

DOLLARS

KNOW ALL MEN BY THESE PRESENTS, that the City of Columbia, South Carolina (the “City”), is justly indebted and, for value received, hereby promises to pay to the registered holder named above, or registered assigns, the principal amount shown above on the maturity date shown above, upon presentation and surrender of this Bond at the principal office of Regions Bank, as paying agent (the “Paying Agent”) in _____, _____, and to pay interest on such principal sum from the date hereof at the interest rate per annum shown above until this Bond matures. Interest on this Bond is payable semiannually on June 1 and December 1 of each year commencing [June][December] 1, _____, until this Bond matures and shall be payable by check or draft mailed to the person in whose name this Bond is registered on the registration books of the City maintained by the registrar, presently Regions Bank, as registrar (the “Registrar”), in _____, _____, at the close of business on the fifteenth (15th) day of the calendar month preceding each semiannual interest payment date. The principal and interest on this Bond are payable in any coin or currency of the United States of America which is, at the time of payment, legal tender for public and private debts provided, however, that interest on this fully registered Bond shall be paid by check or draft as set forth above.

This Bond shall not be entitled to any benefit under the Ordinance (as defined herein), nor become valid or obligatory for any purpose, until the Certificate of Authentication hereon shall have been duly executed by the Registrar.

This Bond is one of a series of Bonds of like date of original issue, tenor and effect, except as to number, denomination, date of maturity, redemption provisions, date of authentication and rate of interest, aggregating _____ (\$_____) issued pursuant to and in accordance with the Constitution and laws of the State of South Carolina, including Article X, Section 14 of the Constitution of the State of South Carolina, 1895, as amended; Title 5, Chapter 21, Article 5, and Title 11, Chapter 27, Code of Laws of South Carolina 1976, as amended; and Ordinance No. _____ duly enacted on _____, 2023, by the Council (the “Ordinance”).

For the payment of the principal and interest on this Bond and the series of Bonds of which it is one, as they respectively mature, and for the creation of a sinking fund to aid in the retirement and payment thereof, the full faith, credit and taxing power of the City are irrevocably pledged; provided, that, notwithstanding the foregoing, the City may utilize any Hospitality and Accommodations Fees for the payment of debt service on this Bond and the series of Bonds of which it is one, as permitted by the South Carolina Code and, in connection with the use of the local accommodations tax imposed under and for the purposes of Section 12-36-2630(3) and Title 6, Chapter 4 of the South Carolina Code, such tax is obligated for such purpose when this Bond is issued], and there shall be levied and collected annually upon all taxable property in the City an *ad valorem* tax, without limitation as to rate or amount, sufficient for such purposes.

This Bond and the series of which it is one maturing on or prior to _____, _____, shall not be subject to redemption prior to their stated maturities. This Bond and the series of which it is one maturing on and after _____, _____, shall be subject to redemption at the option of the City on or after _____, _____, as a whole or in part at any time, in such order of their maturities as the City shall determine and by lot within a maturity, at a redemption price equal to 100% of the principal amount to be redeemed together with the interest accrued on such principal amount to the date fixed for redemption.

This Bond and the series of which it is one is transferable as provided in the Ordinance, only upon the books of the City kept for that purpose at the principal office of the Registrar by the registered holder in person or by his duly authorized attorney upon surrender of this Bond together with a written instrument of transfer satisfactory to the Registrar duly executed by the registered holder or his duly authorized attorney. Thereupon, a new fully registered Bond or Bonds of the same aggregate principal amount, interest rate, and maturity shall be issued to the transferee in exchange therefor as provided in the Ordinance. The City, the Registrar and the Paying Agent may deem and treat the person in whose name this Bond is registered as the absolute owner hereof for the purpose of receiving payment of or on account of the principal hereof and interest due hereon and for all other purposes.

Under the laws of the State of South Carolina (the "State"), this Bond and the interest hereon are exempt from all State, county, municipal, City and all other taxes or assessments, except estate or other transfer taxes, direct or indirect, general or special, whether imposed for the purpose of general revenue or otherwise.

It is hereby certified and recited that all acts, conditions and things required by the Constitution and laws of the State to exist, to happen and to be performed precedent to or in the issuance of this Bond exist, have happened and have been performed in regular and due time, form and manner as required by law, and that the amount of this Bond, together with all other indebtedness of the City, does not exceed the applicable limitation of indebtedness under the laws of the State and that provision has been made for the levy and collection annually upon all taxable property in the City an *ad valorem* tax, without limitation as to rate or amount, sufficient to pay the principal and interest of this Bond and the series of Bonds of which it is one, as they respectively mature, and for the creation of such sinking fund as may be necessary therefor.

IN WITNESS WHEREOF, CITY OF COLUMBIA, SOUTH CAROLINA, has caused this Bond to be signed with the manual or facsimile signature of the Mayor of the City, attested by the manual or facsimile signature of the Clerk of the City and the seal of the City impressed, imprinted or reproduced hereon.

CITY OF COLUMBIA, SOUTH CAROLINA

Mayor

(SEAL)

ATTEST:

Clerk

[FORM OF REGISTRAR'S CERTIFICATE OF AUTHENTICATION]

Date of Authentication:

This Bond is one of the Bonds described in the within-mentioned Ordinance of the City of Columbia, South Carolina.

REGIONS BANK, as Registrar

By: _____
Authorized Officer

LEGAL DEPARTMENT DRAFT

The following abbreviations, when used in the inscription on the face of this Bond, shall be construed as though they were written out in full according to applicable laws or regulations.

TEN COM – as tenants in common

UNIF GIFT MIN ACT –

TEN ENT – as tenants by the
entireties

_____ Custodian _____
(Cust) (Minor)
under Uniform Gifts to
Minors Act _____
(state)

JT TEN - as joint tenants with
right of survivorship
and not as tenants in
common

Additional abbreviations may also be used though not in above list.

(FORM OF ASSIGNMENT)

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto
_____ (Name and Address of Transferee) the within Bond and does hereby
irrevocably constitute and appoint _____ attorney to transfer the within
Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed

(Authorized Officer)

Notice: Signature(s) must be
guaranteed by an institution
which is a participant in the
Securities Transfer Agents
Medallion Program (“STAMP”)
or similar program.

Notice: The signature to the
assignment must correspond with
the name of the registered
holder as it appears upon the
face of the within Bond in every
particular, without alteration
or enlargement or any change whatever.

LEGAL DEPARTMENT DRAFT

A copy of the final approving legal opinion to be rendered shall be attached to the back of each Bond and preceding the same a certificate shall appear, which shall be signed on behalf of the City with a facsimile signature of the Clerk of the City. Said certificate shall be in substantially the following form:

IT IS HEREBY CERTIFIED that the following is a true and correct copy of the respective final legal opinions (except for date and letterhead) of Burr & Forman LLP, Columbia, South Carolina, and Johnson, Toal & Battiste, P.A., Columbia, South Carolina, approving the issue of bonds of which the within bond is one, the originals of which opinions were manually executed, dated and issued as of the date of delivery of and payment for such bonds, and copies of which are on file with the City of Columbia, South Carolina.

CITY OF COLUMBIA, SOUTH CAROLINA

By: _____
Clerk

LEGAL DEPARTMENT DRAFT

EXHIBIT B

FORM OF NOTICE OF SALE

NOTICE OF SALE
 \$_____ GENERAL OBLIGATION BONDS, SERIES (year),
 OF CITY OF COLUMBIA
 STATE OF SOUTH CAROLINA

Time and Place of Sale: NOTICE IS HEREBY GIVEN that bids for the purchase of \$__ General Obligation Bonds, Series (year) (the “Bonds”), of the City of Columbia, South Carolina (the “City”), will be received on behalf of the City by the Mayor of the City in the office of the City Manager, City Hall, 1737 Main Street, Columbia, South Carolina until 12:00 Noon, South Carolina time, on _____, _____, or such other date and time as may be established by the City and communicated [by Thomson Municipal Market Monitor][to proposed bidders] not less than 48 hours prior to the time proposals are to be received.

Mailed or Hand-Delivered Proposals: Each hand-delivered proposal shall be enclosed in a sealed envelope marked “Proposal for \$_____ General Obligation Bonds, Series (year), of City of Columbia, South Carolina” and should be mailed or hand-delivered to the Mayor of the City at the address in the first paragraph hereof.

Facsimile Proposals: The City will accept the facsimile transmission of a manually signed Official Bid Form at the risk of the Bidder. The City shall not be responsible for any failure, misdirection, delay or error resulting from the selection by any bidder of any particular means of delivery of bids. The City will take reasonable steps to ensure the confidentiality of all bids transmitted to it by facsimile transmission, but cannot guarantee the confidentiality of information transmitted by such means. Any delay in receipt of a facsimile bid, and any incompleteness or illegible portions of such bid are the responsibility of the bidder. Bids by facsimile should be transmitted to the attention of Teresa B. Wilson, City Manager, telephone (803) 545-3064, fax (803) 545-3051.

[Electronic Bids: Electronic proposals must be submitted through i-Deal’s Ipreo Electronic Bid Submission System (“Ipreo”). No electronic bids from any other providers of electronic bidding services will be accepted. Information about the electronic bidding services of Ipreo may be obtained from i-Deal, 1359 Broadway, 2nd Floor, New York, New York 10018, Customer Support, telephone (212) 849-5021.]

E-mail Bids: E-mail proposals may be e-mailed to the attention of Teresa B. Wilson, City Manager, at email address: tbwilson@columbiasc.gov, with a copy to Michael J. Seezen, Esq., at email address: mseezen@burr.com.

PROPOSALS MAY BE DELIVERED BY HAND, BY MAIL, BY FACSIMILE TRANSMISSION, BY ELECTRONIC BID OR BY E-MAIL, BUT NO PROPOSAL SHALL BE CONSIDERED WHICH IS NOT ACTUALLY RECEIVED BY THE CITY AT THE PLACE, DATE AND TIME APPOINTED, AND THE CITY SHALL NOT BE RESPONSIBLE FOR ANY FAILURE, MISDIRECTION, DELAY OR ERROR

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RESULTING FROM THE SELECTION BY ANY BIDDER OF ANY PARTICULAR MEANS OF DELIVERY OF BIDS.

[Municipal Bond Insurance: A bidder may, at its option, purchase a policy of insurance relating to the Bonds to be effective as of the date of their issuance. Notice of obtaining a commitment for such insurance will be transmitted by the bond insurers. If a bidder for the Bonds desires to have the Bonds so insured, the bidder should specify in its bid for the Bonds whether bond insurance will be purchased. The premium on such bond insurance must be paid at or prior to the closing by the successful bidder. Any failure of the Bonds to be so insured or for any such policy of insurance to be issued shall not constitute cause for a failure or refusal by the purchaser of the Bonds to accept delivery of and pay for the Bonds.]

[Book-Entry Only Bonds: The Bonds will be issued in fully registered form. If requested by the successful bidder, a single Bond or one Bond representing each maturity will be issued to and registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York (the “Depository”), as registered owner of the Bonds, and each such Bond will be immobilized in the custody of the Depository. The Depository will act as the Depository for the Bonds. Individual purchases will be made in book-entry only form in the principal amount of \$5,000 or any integral multiple thereof not exceeding the principal amount of Bonds maturing each year; purchasers will not receive physical delivery of certificates representing their interest in the Bonds purchased. The winning bidder, as a condition to delivery of the Bonds, will be required to deposit the Bond certificates representing each maturity with the Depository. Notwithstanding the foregoing, at the request of the successful bidder, the Bonds will be issued as one single fully registered bond and not issued through the book-entry system.]

Bonds: The Bonds will dated the date of their delivery (expected to be _____, ____); and will mature in annual installments on June 1 in each of the years and in the principal amounts as follows:

Maturity Date

Principal Amount*

* Preliminary, subject to adjustment as described herein.

The Bonds will bear interest from the date of delivery thereof payable semiannually on June 1 and December 1 of each year commencing _____ 1, 20____, until the Bonds mature. Interest will be calculated on the basis of a 360-day year comprised of twelve 30-day months.

Adjustment of Maturity Schedule. The City reserves the right to adjust the principal amount of any maturities of the Bonds (all calculations to be rounded to the near \$5,000)[; provided that such adjustment will not increase or decrease the total par amount (\$_____) of the Bonds]. Such adjustment(s), if any, shall be made within twenty-four (24) hours of the award of the Bonds. In order to calculate the yield on the Bonds for federal tax law purposes and as a condition precedent to the award of the Bonds, bidders must disclose to the City in connection with their respective bids the price (or yield to maturity) at which each maturity of the Bonds will be reoffered to the public.

In the event of any adjustment of the principal amount of any of the maturities of the Bonds as described herein, no rebidding or recalculation of the proposals submitted will be required or permitted. Nevertheless, the award of the Bonds will be made to the bidder whose proposal produces the lowest true interest cost solely on the basis of the Bonds offered, without taking into account any adjustment of the principal amount of the maturities of the Bonds pursuant to this paragraph. The successful bidder may not withdraw its bid as a result of any changes made within these limits.

The Bonds maturing on or prior to _____, _____, shall not be subject to redemption prior to their stated maturities. The Bonds maturing on and after _____, _____, shall be subject to redemption at the option of the City on or after _____, _____, as a whole or in part at any time, in such order of their maturities as the City shall determine and by lot within a maturity, at a redemption price equal to 100% of the principal amount to be redeemed together with the interest accrued on such principal amount to the date fixed for redemption.

Bidders' Special Option for Term Bonds: Bidders submitting proposals may specify that all the principal amount of Bonds maturing on any two or more consecutive annual payment dates may, in lieu of maturity on each of such dates, be combined to comprise one or more maturities of the Bonds scheduled to mature on the latest of such annual payment dates (the "Term Bonds"). Term Bonds shall be subject to redemption through mandatory sinking fund installments in the principal amount that would have matured in each year as set forth in this Notice of Sale, on each of the annual principal payment dates, except for the principal amount of Bonds scheduled to mature on the latest such annual payment date, which Bonds shall mature on such annual principal payment date. Bidders may specify one or more of such Term Bonds and such specifications must be made in the bidder's proposal.

Registrar and Paying Agent: Regions Bank, _____, _____, will act as the Registrar and the Paying Agent for the Bonds.

Mandatory Sinking Fund Redemption: The Bonds will be subject to mandatory redemption if and to the extent the option to establish Term Bonds is exercised by the successful bidder.

Bid Requirements: Bidders shall specify the rate or rates of interest per annum which the Bonds are to bear, to be expressed in multiples of $1/8^{\text{th}}$, $1/20^{\text{th}}$ or $1/100^{\text{th}}$ of 1% with no greater difference than three (3%) percent between the highest and lowest rates of interest named by a bidder. Bidders are not limited as to the number of rates of interest named, but the rate of interest on each separate maturity must be the same single rate for all Bonds of that maturity from their date to such maturity date. A BID FOR LESS THAN ALL THE BONDS, OR A BID AT A PRICE LESS THAN [PAR][____% OF THEIR PAR VALUE], WILL NOT BE CONSIDERED. [In addition to the bid price, the successful bidder must pay accrued interest from the date of the Bonds to the date of full payment of the purchase price.]

Award of Bid: The Bonds will be awarded to the bidder or bidders offering to purchase the Bonds at the lowest true interest cost to the City, such true interest cost being the nominal interest rate which, when compounded semiannually and used to discount all debt service payments on the Bonds (computed at the interest rates specified in the bid and on the basis of a 360-day year

comprised of twelve 30-day months) to the dated date of the Bonds, results in an amount equal to the price bid for the Bonds. In the case of a tie bid, the winning bid will be awarded by lot. The Council reserves the right to reject any and all bids or to waive irregularities in any bid. Bids will be accepted or rejected no later than 3:00 p.m., South Carolina time, on the date of the sale.

For the purpose of calculating the yield on the Bonds for federal tax purposes as a condition precedent to the award of the Bonds, the successful bidder will, within 30 minutes after being notified of its winning bid, advise the City by telephone confirmed by facsimile transmission of the initial offering prices of the Bonds to the public (expressed as a price, exclusive of accrued interest, or yield per maturity).

Good Faith Deposit: No good faith deposit is required.

Bid Form: Each proposal should be enclosed in a sealed envelope marked “Proposal for \$_____ General Obligation Bonds, Series (year), City of Columbia, South Carolina” and should be directed to the Mayor at the address in the first paragraph hereof. [It is requested but not required that you submit your bid on the Proposal for Purchase of Bonds supplied with the Official Statement.]

[Official Statement: The City deems the Preliminary Official Statement to be “final” as described in Rule 15c2-12(b)(1) promulgated by the Securities and Exchange Commission for the purposes of such Rule. Upon the award of the Bonds, the City will prepare a Final Official Statement (the “Official Statement”) in substantially the same form as the Preliminary Official Statement subject to minor additions, deletions and revisions as required to complete the Official Statement. Within seven (7) business days after the award of the Bonds, the City will provide the successful bidder a sufficient quantity of the Official Statement to comply with Rule G-32 of the Municipal Securities Rulemaking Board. The successful bidder agrees to supply to the City all necessary pricing information and any Underwriter identification necessary to complete the Official Statement within 24 hours after the award of the Bonds.]

[Continuing Disclosure: In order to assist the bidders in complying with Rule 15c2-12(b)(5) promulgated by the Securities and Exchange Commission, the City will undertake, pursuant to a Disclosure Dissemination Agent Agreement executed with Digital Assurance Certification, L.L.C., to provide certain annual financial information and notices of the occurrence of certain events. A description of this undertaking is set forth in the Preliminary Official Statement and will also be set forth in the Final Official Statement.]

Purpose: The Bonds are issued for the purpose of financing certain capital projects of the City, including the payment of principal and interest, if any, due on notes issued in anticipation thereof.

Security: The Bonds shall constitute binding general obligations of the City and the full faith, credit, taxing power and resources of the City are irrevocably pledged for the payment of the bonds and for the creation of a sinking fund to aid in the retirement and payment thereof as may be necessary to provide for the prompt payment thereof; provided, that, notwithstanding the foregoing, the City may utilize any Hospitality and Accommodations Fees for the payment of debt service on the Bonds, as permitted by the South Carolina Code and, in connection with the use of the local

accommodations tax imposed under and for the purposes of Section 12-36-2630(3) and Title 6, Chapter 4 of the South Carolina Code, such tax is obligated for such purpose when the Bonds are issued]. There shall be levied and collected annually upon all taxable property of the City an ad valorem tax, without limitation as to rate or amount, sufficient for such purposes.

Legal Opinions: The Council shall furnish upon delivery of the Bonds the final approving opinions of Burr & Forman LLP, Columbia, South Carolina, and Johnson, Toal & Battiste, P.A., Columbia, South Carolina, which opinions shall be attached to each Bond, together with the usual closing documents, including a certificate that no litigation is pending affecting the Bonds. Certain legal matters will be approved by Teresa A. Knox, Esq., City Attorney.

Certificate as to Issue Price: The successful bidder must provide a certificate to the City by the date of delivery of the Bonds, stating the initial reoffering price of the Bonds to the public (excluding bond houses and brokers) and the price at which a substantial amount of the Bonds were sold to the public, in form satisfactory to Bond Counsel. A sample copy of such a certificate may be obtained from Bond Counsel.

Delivery: At the request of the successful bidder, the Bonds will be delivered [through the facilities of The Depository Trust Company in New York, New York,][to the successful bidder] on or about _____, _____, at the expense of the City, or at such other place as may be agreed upon with the purchasers at the expense of the purchaser. The balance of the purchase price then due (including the amount of accrued interest) must be paid in federal funds or other immediately available funds. Any cost of printing the Bonds will be borne by the City.

[CUSIP Numbers: It is anticipated that CUSIP identification numbers will be set forth on the Bonds, but neither the failure to print such numbers on any Bond nor any error with respect thereto shall constitute cause for failure or refusal by the purchaser thereof to accept delivery of and pay for the Bonds in accordance with the terms of its proposal. All expenses in relation to the printing of CUSIP identification numbers on the Bonds shall be paid for by the City; provided, however, that the CUSIP Service Bureau charge for the assignment of such numbers shall be the responsibility of and shall be paid for by the successful bidder.]

Postponement: The City reserves the right to postpone, from time to time, the date established for the receipt of bids. The City will communicate any such change in the sale date [through Thomson Municipal Market Monitor][to proposed bidders] not less than 48 hours prior to the time bids are to be received. If any date fixed for the receipt of bids and the sale of the Bonds is postponed, any alternative sale date will be announced [through Thomson Municipal Market Monitor][to proposed bidders] at least 48 hours prior to such alternative sale date. On any such alternative sale date, any bidder may submit a sealed, facsimile, or electronic bid for the purchase of the Bonds in conformity in all respects with the provisions of this Notice of Sale, except for the date of sale and except for the changes announced [through Thomson Municipal Market Monitor][to proposed bidders] at the time the sale date and time are announced.

Financial Advisor: The City has employed Stifel Nicolaus & Co., Inc., Columbia, South Carolina, as its Financial Advisor in connection with the issuance of the Bonds.

Additional Information: [A copy of the Preliminary Official Statement in deemed final form and the Official Notice of Sale are available via the internet at <http://www.idealprospectus.com> and will be furnished to any person interested in bidding for the Bonds upon request to the City's Financial Advisor.] Persons seeking information should communicate with:

Jeffrey M. Palen
Assistant City Manager for Finance and
Economic Services
City of Columbia
1737 Main Street
P.O. Box 147
Columbia, SC 29217
Telephone: 803.545.4093
Fax: 803.343.8720
E-mail: jmpalen@columbiasc.gov

Brenton J. Robertson, Esq.
Managing Director
Stifel Nicolaus & Co., Inc.
515 Gervais Street
Columbia, SC 29201
Telephone: 803.331.3848
E-mail: robertsonb@stifel.com

Mayor, City of Columbia, South Carolina

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EXHIBIT C

FORM OF DISCLOSURE DISSEMINATION AGENT AGREEMENT

This Disclosure Dissemination Agent Agreement (“Disclosure Agreement”), dated as of _____, is executed and delivered by the City of Columbia, South Carolina (“Issuer” or “Obligated Person”) and Digital Assurance Certification, L.L.C., as exclusive Disclosure Dissemination Agent (“Disclosure Dissemination Agent” or “DAC”) for the benefit of the Holders (defined below) of the Bonds (defined below) and in order to provide certain continuing disclosure with respect to the Bonds in accordance with Rule 15c2-12 of the United States Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time (“Rule”).

The services provided under this Disclosure Agreement solely relate to the execution of instructions received from the Issuer through use of the DAC system and do not constitute “advice” within the meaning of the Dodd-Frank Wall Street Reform and Consumer Protection Act (the “Act”). DAC will not provide any advice or recommendation to the Issuer or anyone on the Issuer’s behalf regarding the “issuance of municipal securities” or any “municipal financial product” as defined in the Act and nothing in this Disclosure Agreement shall be interpreted to the contrary. DAC is not a “Municipal Advisor” as such term is defined in Section 15B of the Securities Exchange Act of 1934, as amended, and related rules.

SECTION 1. Definitions. Capitalized terms not otherwise defined in this Disclosure Agreement shall have the meaning assigned in the Rule or, to the extent not in conflict with the Rule, in the Official Statement (defined below). The capitalized terms shall have the following meanings:

“Annual Filing Date” means the date, set in Sections 2(a) and 2(f), by which the Annual Report is to be filed with the MSRB.

“Annual Financial Information” means annual financial information as such term is used in paragraph (b)(5)(i) of the Rule and specified in Section 3(a) of this Disclosure Agreement.

“Annual Report” means an Annual Report described in and consistent with Section 3 of this Disclosure Agreement.

“Audited Financial Statements” means the annual financial statements (if any) of the Issuer for the prior fiscal year, certified by an independent auditor as prepared in accordance with generally accepted accounting principles or otherwise, as such term is used in paragraph (b)(5)(i) of the Rule and specified in Section 3(b) of this Disclosure Agreement.

“Bonds” means the bonds as listed on the attached Exhibit A, with the 9-digit CUSIP numbers relating thereto.

“Certification” means a written certification of compliance signed by the Disclosure Representative stating that the Annual Report, Audited Financial Statements, Notice Event notice, Failure to File Event notice, Voluntary Event Disclosure or Voluntary Financial

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Disclosure delivered to the Disclosure Dissemination Agent is the Annual Report, Audited Financial Statements, Notice Event notice, Failure to File Event notice, Voluntary Event Disclosure or Voluntary Financial Disclosure required to be submitted to the MSRB under this Disclosure Agreement. A Certification shall accompany each such document submitted to the Disclosure Dissemination Agent by the Issuer and include the full name of the Bonds and the 9-digit CUSIP numbers for all Bonds to which the document applies.

“Disclosure Representative” means the Assistant City Manager for Finance and Economic Services or designee, or such other person as the Issuer shall designate in writing to the Disclosure Dissemination Agent from time to time as the person responsible for providing Information to the Disclosure Dissemination Agent.

“Disclosure Dissemination Agent” means Digital Assurance Certification, L.L.C, acting in its capacity as Disclosure Dissemination Agent hereunder, or any successor Disclosure Dissemination Agent designated in writing by the Issuer pursuant to Section 9 hereof.

“Failure to File Event” means the Issuer’s failure to file an Annual Report on or before the Annual Filing Date.

“Financial Obligation” as used in this Disclosure Agreement is defined in the Rule, as may be amended, as (i) a debt obligation; (ii) derivative instrument entered into in connection with, or pledged as a security or a source of payment for, an existing or planned debt obligation; or (iii) guarantee of (i) or (ii). The term “Financial Obligation” shall not include municipal securities as to which a final official statement has been provided to the MSRB consistent with the Rule.

“Force Majeure Event” means: (i) acts of God, war, or terrorist action; (ii) failure or shut-down of the Electronic Municipal Market Access system maintained by the MSRB; or (iii) to the extent beyond the Disclosure Dissemination Agent’s reasonable control, interruptions in telecommunications or utilities services, failure, malfunction or error of any telecommunications, computer or other electrical, mechanical or technological application, service or system, computer virus, interruptions in Internet service or telephone service (including due to a virus, electrical delivery problem or similar occurrence) that affect Internet users generally, or in the local area in which the Disclosure Dissemination Agent or the MSRB is located, or acts of any government, regulatory or any other competent authority the effect of which is to prohibit the Disclosure Dissemination Agent from performance of its obligations under this Disclosure Agreement.

“Holder” means any person (a) having the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bonds (including persons holding Bonds through nominees, depositories or other intermediaries) or (b) treated as the owner of any Bonds for federal income tax purposes.

“Information” means, collectively, the Annual Reports, the Audited Financial Statements (if any), the Notice Event notices, the Failure to File Event notices, the Voluntary Event Disclosures and the Voluntary Financial Disclosures.

“MSRB” means the Municipal Securities Rulemaking Board, or any successor thereto, established pursuant to Section 15B(b)(1) of the Securities Exchange Act of 1934, as amended.

“Notice Event” means an event listed in Sections 4(a) of this Disclosure Agreement.

“Official Statement” means that Official Statement prepared by the Issuer in connection with its \$_____ General Obligation Bonds, Series _____ as listed on Appendix A.

“Voluntary Event Disclosure” means information of the category specified in any of subsections (e)(vi)(1) through (e)(vi)(11) of Section 2 of this Disclosure Agreement that is accompanied by a Certification of the Disclosure Representative containing the information prescribed by Section 7(a) of this Disclosure Agreement.

“Voluntary Financial Disclosure” means information of the category specified in any of subsections (e)(vii)(1) through (e)(vii)(9) of Section 2 of this Disclosure Agreement that is accompanied by a Certification of the Disclosure Representative containing the information prescribed by Section 7(b) of this Disclosure Agreement.

SECTION 2. Provision of Annual Reports.

(a) The Issuer shall provide, annually, an electronic copy of the Annual Report and Certification to the Disclosure Dissemination Agent, together with a copy for the Trustee, not later than 30 days prior to the Annual Filing Date. Promptly on receipt of an electronic copy of the Annual Report and the Certification, the Disclosure Dissemination Agent shall provide an Annual Report to the MSRB not later than February 1 following the end of each fiscal year of the Issuer, commencing with the fiscal year ending June 30, 2023. Such date and each anniversary thereof is the Annual Filing Date. The Annual Report may be submitted as a single document or as separate documents comprising a package, and may cross-reference other information as provided in Section 3 of this Disclosure Agreement.

(b) If on the fifteenth (15th) day prior to the Annual Filing Date, the Disclosure Dissemination Agent has not received a copy of the Annual Report and Certification, the Disclosure Dissemination Agent shall contact the Disclosure Representative by telephone and in writing (which may be by e-mail) to remind the Issuer of its undertaking to provide the Annual Report pursuant to Section 2(a). On such reminder, the Disclosure Representative shall either (i) provide the Disclosure Dissemination Agent with an electronic copy of the Annual Report and the Certification) no later than two (2) business days prior to the Annual Filing Date, or (ii) instruct the Disclosure Dissemination Agent in writing that the Issuer will not be able to file the Annual Report within the time required under this Disclosure Agreement, state the date by which the Annual Report for such year will be provided and instruct the Disclosure Dissemination Agent that a Notice Event as described in Section 4(a)(12) has occurred and to immediately send a notice to the MSRB in substantially the form attached as Exhibit B, accompanied by a cover sheet completed by the Disclosure Dissemination Agent in the form set forth in Exhibit C-1.

(c) If the Disclosure Dissemination Agent has not received an Annual Report and Certification by 6:00 p.m. Eastern time on Annual Filing Date (or, if such Annual Filing Date falls on a Saturday, Sunday or holiday, then the first business day thereafter) for the Annual Report, a Failure to File Event shall have occurred and the Issuer irrevocably directs the

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Disclosure Dissemination Agent to immediately send a Failure to File Event notice to the MSRB in substantially the form attached as Exhibit B without reference to the anticipated filing date for the Annual Report, which may be accompanied by a cover sheet completed by the Disclosure Dissemination Agent in the form set forth in Exhibit C-1.

(d) If Audited Financial Statements of the Issuer are prepared but not available prior to the Annual Filing Date, the Issuer shall provide in a timely manner an electronic copy of the Issuer's unaudited financial statements to the Disclosure Dissemination Agent and shall, within a reasonable time of when the Audited Financial Statements are available, provide in a timely manner an electronic copy to the Disclosure Dissemination Agent, accompanied by a Certification, for filing with the MSRB.

(e) The Disclosure Dissemination Agent shall:

- (i) verify the filing specifications of the MSRB each year prior to the Annual Filing Date;
- (ii) on receipt, promptly file each Annual Report received under Sections 2(a) and 2(b) with the MSRB;
- (iii) on receipt, promptly file each Audited Financial Statement received under Section 2(d) with the MSRB;
- (iv) on receipt, promptly file the text of each Notice Event received under Sections 4(a) and 4(b)(ii) with the MSRB, identifying the Notice Event as instructed by the Issuer pursuant to Section 4(a) or 4(b)(ii) (being any of the categories set forth below) when filing pursuant to Section 4(c) of this Disclosure Agreement:
 - 1. Principal and interest payment delinquencies;
 - 2. Non-Payment related defaults, if material;
 - 3. Unscheduled draws on debt service reserves reflecting financial difficulties;
 - 4. Unscheduled draws on credit enhancements reflecting financial difficulties;
 - 5. Substitution of credit or liquidity providers, or their failure to perform;
 - 6. Adverse tax opinions, IRS notices or events affecting the tax status of the security;
 - 7. Modifications to rights of securities holders, if material;
 - 8. Bond calls, if material, and tender offers;
 - 9. Defeasances;
 - 10. Release, substitution, or sale of property securing repayment of the securities, if material;
 - 11. Rating changes;
 - 12. Bankruptcy, insolvency, receivership or similar event of the Obligated Person;

LEGAL DEPARTMENT DRAFT

13. Merger, consolidation, or acquisition of the Obligated Person, if material;
 14. Appointment of a successor or additional trustee, or the change of name of a trustee, if material;
 15. Incurrence of a Financial Obligation of the Obligated Person, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the Obligated Person, any of which affect security holders, if material; and
 16. Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the Obligated Person, any of which reflect financial difficulties.
- (v) on receipt (or irrevocable direction pursuant to Section 2(c) of this Disclosure Agreement, as applicable), promptly file a completed copy of Exhibit B to this Disclosure Agreement with the MSRB, identifying the filing as “Failure to provide annual financial information as required” when filing pursuant to Section 2(b)(ii) or Section 2(c) of this Disclosure Agreement;
- (vi) on receipt, promptly file the text of each Voluntary Event Disclosure received under Section 7(a) with the MSRB, identifying the Voluntary Event Disclosure as instructed by the Issuer pursuant to Section 7(a) (being any of the categories set forth below) when filing pursuant to Section 7(a) of this Disclosure Agreement:
1. amendment to continuing disclosure undertaking;
 2. change in the Obligated Person;
 3. notice to investors pursuant to bond documents;
 4. certain communications from the Internal Revenue Service;
 5. secondary market purchases;
 6. bid for auction rate or other securities;
 7. capital or other financing plan;
 8. litigation/enforcement action;
 9. change of tender agent, remarketing agent, or other on-going party;
 10. derivative or other similar transaction; and
 11. other event-based disclosures;
- (vii) on receipt, promptly file the text of each Voluntary Financial Disclosure received under Section 7(b) with the MSRB, identifying the Voluntary Financial Disclosure as instructed by the Issuer pursuant to Section 7(b) (being any of the categories set forth below) when filing pursuant to Section 7(b) of this Disclosure Agreement:
1. quarterly/monthly financial information;

2. change in fiscal year/timing of annual disclosure;
 3. change in accounting standard;
 4. interim/additional financial information/operating data;
 5. budget;
 6. investment/debt/financial policy;
 7. information provided to rating agency, credit/liquidity provider or other third party;
 8. consultant reports; and
 9. other financial/operating data.
- (viii) provide the Issuer evidence of the filings of each of the above when made, which shall be by means of the DAC system, for so long as DAC is the Disclosure Dissemination Agent under this Disclosure Agreement.

(f) The Issuer may adjust the Annual Filing Date on change of its fiscal year by providing written notice of such change and the new Annual Filing Date to the Disclosure Dissemination Agent and the MSRB, provided that the period between the existing Annual Filing Date and new Annual Filing Date shall not exceed one year.

SECTION 3. Content of Annual Reports.

Each Annual Report shall contain the following Annual Financial Information with respect to the Issuer, as of and for the fiscal year then completed, as provided in the Official Statement as follows; provided, however, that in the event the following information is collected and prepared by a party other than the Issuer, the Issuer shall be excused from compliance for failure to timely provide such information in the event such information is not available to the Issuer:

(a) The financial statements of the Issuer for the preceding fiscal year prepared in accordance with generally accepted accounting principles as promulgated to apply to governmental entities from time to time by the GASB (or if not in conformity, to be accompanied by a qualitative discussion of the differences in the accounting principles and the impact of the change in the accounting principles on the presentation of the financial information). If the Issuer's audited financial statements are not available by the time the Annual Report is required to be filed pursuant to Section 3(a), the Annual Report shall contain unaudited financial statements in a format similar to the financial statements contained in the final Official Statement, and the audited financial statements shall be filed in the same manner as the Annual Report when they become available.

(b) The financial and operating data contained in the following tables in the Official Statements:

- (1) Financial information relating to the City's General Fund revenues and expenditures for the previous fiscal year, prepared substantially in the form of and updating the table of the Official Statement under the heading, "FINANCIAL INFORMATION—General Fund – Five-Year Summary."

- (2) Information concerning the City's budget for the fiscal year in which the Annual Report is issued, prepared substantially in the form of the summary shown in the Official Statement under the heading, "FINANCIAL INFORMATION—General Fund Budget."
- (3) Information concerning the assessed value of taxable real and personal property in the City for the previous fiscal year and, if available from the office of the Auditor of Richland County and Lexington County, an estimate for the fiscal year in which the Annual Report is issued, prepared substantially in the form of and updating the tables shown in the Official Statement under the heading, "TAX INFORMATION—Assessed Value of Taxable Property."
- (4) (A) Information concerning the *ad valorem* property taxes collected for the City for the previous fiscal year prepared substantially in the form of and updating the table shown in the Official Statement under the heading, "TAX INFORMATION—Tax Collections"; and (B) information concerning the ten largest taxpayers in the City and the amounts of City taxes paid during the previous fiscal year, prepared substantially in the form of the table shown in the Official Statement under the heading, "TAX INFORMATION — Ten Largest Taxpayers."
- (5) Information showing the legal debt limit of the City as of June 30 of the previous fiscal year, substantially in the form shown in the Official Statement under the heading, "DEBT STRUCTURE — Legal Debt Limit of the City," and (ii) information showing the outstanding indebtedness of the City, including long-term lease obligations and other long-term liabilities, as of June 30 of the previous fiscal year, substantially in the form of and updating the table and information in the Official Statement under the heading, "DEBT STRUCTURE—Outstanding Indebtedness – Description of General Obligation Indebtedness by Issue – Capital Lease Obligations – Other City Debt," and the composite debt service table in the Official Statement under the heading, "DEBT STRUCTURE – Composite Debt Service."

Any or all of the items listed above may be included by specific reference to other documents, including official statements of debt issues of the Issuer, which have been submitted to the MSRB. If the document included by reference is a final official statement, it must be available from the MSRB. The Issuer shall clearly identify each such other document so included by reference.

SECTION 4. Reporting of Notice Events.

(a) The occurrence of any of the following events with respect to the Bonds constitutes a Notice Event:

1. Principal and interest payment delinquencies;
2. Non-payment related defaults, if material;

3. Unscheduled draws on debt service reserves reflecting financial difficulties;
4. Unscheduled draws on credit enhancements reflecting financial difficulties;
5. Substitution of credit or liquidity providers, or their failure to perform;
6. Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;
7. Modifications to rights of Bond holders, if material;
8. Bond calls, if material, and tender offers;
9. Defeasances;
10. Release, substitution, or sale of property securing repayment of the Bonds, if material;
11. Rating changes;
12. Bankruptcy, insolvency, receivership or similar event of the Obligated Person;
13. The consummation of a merger, consolidation, or acquisition involving an Obligated Person or the sale of all or substantially all of the assets of the Obligated Person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;
14. Appointment of a successor or additional trustee or the change of name of a trustee, if material;
15. Incurrence of a Financial Obligation of the Obligated Person, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the Obligated Person, any of which affect security holders, if material; and
16. Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the Obligated Person, any of which reflect financial difficulties.

The Issuer shall, in a timely manner not in excess of ten (10) business days after its occurrence, notify the Disclosure Dissemination Agent in writing of the occurrence of a Notice Event. Such notice shall instruct the Disclosure Dissemination Agent to report the occurrence pursuant to subsection (c) and shall be accompanied by a Certification. Such notice or Certification shall identify the Notice Event that has occurred (which shall be any of the categories set forth in Section 2(e)(iv) of this Disclosure Agreement), include the text of the disclosure that the Issuer desires to make, contain the written authorization of the Issuer for the Disclosure Dissemination Agent to disseminate such information, and identify the date the Issuer

desires for the Disclosure Dissemination Agent to disseminate the information (provided that such date is not later than the tenth business day after the occurrence of the Notice Event).

(b) The Disclosure Dissemination Agent is under no obligation to notify the Issuer or the Disclosure Representative of an event that may constitute a Notice Event. In the event the Disclosure Dissemination Agent so notifies the Disclosure Representative, the Disclosure Representative will within two business days of receipt of such notice (but in any event not later than the tenth business day after the occurrence of the Notice Event, if the Issuer determines that a Notice Event has occurred), instruct the Disclosure Dissemination Agent that (i) a Notice Event has not occurred and no filing is to be made or (ii) a Notice Event has occurred and the Disclosure Dissemination Agent is to report the occurrence pursuant to subsection (c) of this Section 4, together with a Certification. Such Certification shall identify the Notice Event that has occurred (which shall be any of the categories set forth in Section 2(e)(iv) of this Disclosure Agreement), include the text of the disclosure that the Issuer desires to make, contain the written authorization of the Issuer for the Disclosure Dissemination Agent to disseminate such information, and identify the date the Issuer desires for the Disclosure Dissemination Agent to disseminate the information (provided that such date is not later than the tenth business day after the occurrence of the Notice Event).

(c) If the Disclosure Dissemination Agent has been instructed by the Issuer as prescribed in subsection (a) or (b)(ii) of this Section 4 to report the occurrence of a Notice Event, the Disclosure Dissemination Agent shall promptly file a notice of such occurrence with MSRB in accordance with Section 2 (e)(iv) hereof. This notice will be filed with a cover sheet completed by the Disclosure Dissemination Agent in the form set forth in Exhibit C-1.

SECTION 5. CUSIP Numbers. Whenever providing information to the Disclosure Dissemination Agent, including but not limited to Annual Reports, documents incorporated by reference to the Annual Reports, Audited Financial Statements, Notice Event notices, Failure to File Event notices, Voluntary Event Disclosures and Voluntary Financial Disclosures, the Issuer shall indicate the full name of the Bonds and the 9-digit CUSIP numbers for the Bonds as to which the provided information relates.

SECTION 6. Additional Disclosure Obligations. The Issuer acknowledges and understands that other state and federal laws, including but not limited to the Securities Act of 1933 and Rule 10b-5 promulgated under the Securities Exchange Act of 1934, may apply to the Issuer, and that the failure of the Disclosure Dissemination Agent to so advise the Issuer shall not constitute a breach by the Disclosure Dissemination Agent of any of its duties and responsibilities under this Disclosure Agreement. The Issuer acknowledges and understands that the duties of the Disclosure Dissemination Agent relate exclusively to execution of the mechanical tasks of disseminating information as described in this Disclosure Agreement.

SECTION 7. Voluntary Reports.

(a) The Issuer may instruct the Disclosure Dissemination Agent to file a Voluntary Event Disclosure with the MSRB from time to time pursuant to a Certification of the Disclosure Representative. Such Certification shall identify the Voluntary Event Disclosure (which shall be any of the categories set forth in Section 2(e)(vi) of this Disclosure Agreement), include the text of the disclosure that the Issuer desires to make, contain the written authorization of the Issuer

for the Disclosure Dissemination Agent to disseminate such information, and identify the date the Issuer desires for the Disclosure Dissemination Agent to disseminate the information. If the Disclosure Dissemination Agent has been instructed by the Issuer as prescribed in this Section 7(a) to file a Voluntary Event Disclosure, the Disclosure Dissemination Agent shall promptly file such Voluntary Event Disclosure with the MSRB in accordance with Section 2(e)(vi) hereof. This notice will be filed with a cover sheet completed by the Disclosure Dissemination Agent in the form set forth in Exhibit C-2.

(b) The Issuer may instruct the Disclosure Dissemination Agent to file a Voluntary Financial Disclosure with the MSRB from time to time pursuant to a Certification of the Disclosure Representative. Such Certification shall identify the Voluntary Financial Disclosure (which shall be any of the categories set forth in Section 2(e)(vii) of this Disclosure Agreement), include the text of the disclosure that the Issuer desires to make, contain the written authorization of the Issuer for the Disclosure Dissemination Agent to disseminate such information, and identify the date the Issuer desires for the Disclosure Dissemination Agent to disseminate the information. If the Disclosure Dissemination Agent has been instructed by the Issuer as prescribed in this Section 7(b) to file a Voluntary Financial Disclosure, the Disclosure Dissemination Agent shall promptly file such Voluntary Financial Disclosure with the MSRB in accordance with Section 2(e)(vii) hereof. This notice will be filed with a cover sheet completed by the Disclosure Dissemination Agent in the form set forth in Exhibit C-3.

(c) The parties hereto acknowledge that the Issuer is not obligated pursuant to the terms of this Disclosure Agreement to file any Voluntary Event Disclosure pursuant to Section 7(a) hereof or any Voluntary Financial Disclosure pursuant to Section 7(b) hereof.

(d) Nothing in this Disclosure Agreement shall be deemed to prevent the Issuer from disseminating any other information through the Disclosure Dissemination Agent using the means of dissemination set forth in this Disclosure Agreement or including any other information in any Annual Report, Audited Financial Statements, Notice Event notice, Failure to File Event notice, Voluntary Event Disclosure or Voluntary Financial Disclosure, in addition to that required by this Disclosure Agreement. If the Issuer chooses to include any information in any Annual Report, Audited Financial Statements, Notice Event notice, Failure to File Event notice, Voluntary Event Disclosure or Voluntary Financial Disclosure in addition to that which is specifically required by this Disclosure Agreement, the Issuer shall have no obligation under this Disclosure Agreement to update such information or include it in any future Annual Report, Audited Financial Statements, Notice Event notice, Failure to File Event notice, Voluntary Event Disclosure or Voluntary Financial Disclosure.

SECTION 8. Termination of Reporting Obligation. The obligations of the Issuer and the Disclosure Dissemination Agent under this Disclosure Agreement shall terminate with respect to the Bonds on the legal defeasance, prior redemption or payment in full of all of the Bonds, when the Issuer is no longer an obligated person with respect to the Bonds, or on delivery by the Disclosure Representative to the Disclosure Dissemination Agent of an opinion of nationally recognized bond counsel to the effect that continuing disclosure is no longer required.

SECTION 9. Disclosure Dissemination Agent. The Issuer has appointed Digital Assurance Certification, L.L.C. as exclusive Disclosure Dissemination Agent under this

Disclosure Agreement. The Issuer may, on thirty days written notice to the Disclosure Dissemination Agent and the Trustee, replace or appoint a successor Disclosure Dissemination Agent. On termination of DAC's services as Disclosure Dissemination Agent, whether by notice of the Issuer or DAC, the Issuer agrees to appoint a successor Disclosure Dissemination Agent or, alternately, agrees to assume all responsibilities of Disclosure Dissemination Agent under this Disclosure Agreement for the benefit of the Holders of the Bonds. Notwithstanding any replacement or appointment of a successor, the Issuer shall remain liable until payment in full for any and all sums owed and payable to the Disclosure Dissemination Agent. The Disclosure Dissemination Agent may resign at any time by providing thirty days' prior written notice to the Issuer.

SECTION 10. Remedies in Event of Default. In the event of a failure of the Issuer or the Disclosure Dissemination Agent to comply with any provision of this Disclosure Agreement, the Holders' rights to enforce the provisions of this Agreement shall be limited solely to a right, by action in mandamus or for specific performance, to compel performance of the parties' obligation under this Disclosure Agreement. Any failure by a party to perform in accordance with this Disclosure Agreement shall not constitute a default on the Bonds or under any other document relating to the Bonds, and all rights and remedies shall be limited to those expressly stated in this Disclosure Agreement.

SECTION 11. Duties, Immunities and Liabilities of Disclosure Dissemination Agent.

(a) The Disclosure Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Agreement. The Disclosure Dissemination Agent's obligation to deliver the information at the times and with the contents described herein shall be limited to the extent the Issuer has provided such information to the Disclosure Dissemination Agent as required by this Disclosure Agreement. The Disclosure Dissemination Agent shall have no duty with respect to the content of any disclosures or notice made pursuant to the terms hereof. The Disclosure Dissemination Agent shall have no duty or obligation to review or verify any Information or any other information, disclosures or notices provided to it by the Issuer and shall not be deemed to be acting in any fiduciary capacity for the Issuer, the Holders of the Bonds or any other party. The Disclosure Dissemination Agent shall have no responsibility for the Issuer's failure to report to the Disclosure Dissemination Agent a Notice Event or a duty to determine the materiality thereof. The Disclosure Dissemination Agent shall have no duty to determine, or liability for failing to determine, whether the Issuer has complied with this Disclosure Agreement. The Disclosure Dissemination Agent may conclusively rely on Certifications of the Issuer at all times.

The obligations of the Issuer under this Section shall survive resignation or removal of the Disclosure Dissemination Agent and defeasance, redemption or payment of the Bonds.

(b) The Disclosure Dissemination Agent may, from time to time, consult with legal counsel (either in-house or external) of its own choosing in the event of any disagreement or controversy, or question or doubt as to the construction of any of the provisions hereof or its respective duties hereunder, and shall not incur any liability and shall be fully protected in acting in good faith on the advice of such legal counsel. The reasonable fees and expenses of such counsel shall be payable by the Issuer.

(c) All documents, reports, notices, statements, information and other materials provided to the MSRB under this Agreement shall be provided in an electronic format and accompanied by identifying information as prescribed by the MSRB.

SECTION 12. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Agreement, the Issuer and the Disclosure Dissemination Agent may amend this Disclosure Agreement and any provision of this Disclosure Agreement may be waived, if such amendment or waiver is supported by an opinion of counsel expert in federal securities laws acceptable to both the Issuer and the Disclosure Dissemination Agent to the effect that such amendment or waiver does not materially impair the interests of Holders of the Bonds and would not, in and of itself, cause the undertakings herein to violate the Rule if such amendment or waiver had been effective on the date hereof but taking into account any subsequent change in or official interpretation of the Rule; provided neither the Issuer or the Disclosure Dissemination Agent shall be obligated to agree to any amendment modifying their respective duties or obligations without their consent thereto.

Notwithstanding the preceding paragraph, the Disclosure Dissemination Agent shall have the right to adopt amendments to this Disclosure Agreement necessary to comply with modifications to and interpretations of the provisions of the Rule as announced by the Securities and Exchange Commission from time to time by giving not less than 20 days written notice of the intent to do so together with a copy of the proposed amendment to the Issuer. No such amendment shall become effective if the Issuer shall, within 10 days following the giving of such notice, send a notice to the Disclosure Dissemination Agent in writing that it objects to such amendment.

SECTION 13. Beneficiaries. This Disclosure Agreement shall inure solely to the benefit of the Issuer, the Disclosure Dissemination Agent, the underwriter, and the Holders from time to time of the Bonds, and shall create no rights in any other person or entity.

SECTION 14. Governing Law. This Disclosure Agreement shall be governed by the laws of the State of South Carolina (other than with respect to conflicts of laws).

SECTION 15. Counterparts. This Disclosure Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

[Signature page follows]

LEGAL DEPARTMENT DRAFT

The Disclosure Dissemination Agent and the Issuer have caused this Disclosure Dissemination Agreement to be executed, on the date first written above, by their respective officers duly authorized.

DIGITAL ASSURANCE CERTIFICATION, L.L.C.,
as Disclosure Dissemination Agent

By: _____
Name: _____
Title: _____

City of Columbia, South Carolina, as Issuer

By: _____
Name: _____
Title: _____

LEGAL DEPARTMENT DRAFT

EXHIBIT A
NAME AND CUSIP NUMBERS OF BONDS

Name of Issuer City of Columbia, South Carolina
 Obligated Person(s) City of Columbia, South Carolina
 Name of Bond Issue: \$_____ General Obligation Bonds, Series _____
 Date of Issuance: _____, _____
 Date of Official Statement _____, _____

 CUSIP Numbers: _____

LEGAL DEPARTMENT DRAFT

EXHIBIT B
NOTICE TO REPOSITORIES OF FAILURE TO FILE ANNUAL REPORT

Name of Issuer City of Columbia, South Carolina
Obligated Person(s) City of Columbia, South Carolina
Name of Bond Issue: \$_____ General Obligation Bonds, Series _____
Date of Issuance: _____, _____
Date of Official Statement _____, _____

NOTICE IS HEREBY GIVEN that the Issuer has not provided an Annual Report with respect to the above-named Bonds as required by the Disclosure Agreement, dated as of _____, between the Issuer and Digital Assurance Certification, L.L.C., as Disclosure Dissemination Agent. The Issuer has notified the Disclosure Dissemination Agent that it anticipates that the Annual Report will be filed by: _____.

Dated: _____

DIGITAL ASSURANCE CERTIFICATION, L.L.C.,
as Disclosure Dissemination Agent,
on behalf of the Issuer

By: _____
Name: _____
Title: _____

cc: Issuer
 Obligated Person

LEGAL DEPARTMENT DRAFT

EXHIBIT C-1 EVENT NOTICE COVER SHEET

This cover sheet and material event notice should be sent to the Municipal Securities Rulemaking Board pursuant to Securities and Exchange Commission Rule 15c2-12(b)(5)(i)(C) and (D).

Issuer's and/or Other Obligated Person's Name: City of Columbia, South Carolina

Issuer's Six-Digit CUSIP Number: _____

or Nine-Digit CUSIP Number(s) of the bonds to which this material event notice relates: _____

Number of pages of attached material event notice: _____

____ Description of Notice Events (Check One):

1. ____ Principal and interest payment delinquencies;
2. ____ Non-Payment related defaults, if material;
3. ____ Unscheduled draws on debt service reserves reflecting financial difficulties;
4. ____ Unscheduled draws on credit enhancements reflecting financial difficulties;
5. ____ Substitution of credit or liquidity providers, or their failure to perform;
6. ____ Adverse tax opinions, IRS notices or events affecting the tax status of the security;
7. ____ Modifications to rights of securities holders, if material;
8. ____ Bond calls, if material;
9. ____ Tender offers
10. ____ Defeasances;
11. ____ Release, substitution, or sale of property securing repayment of the securities, if material;
12. ____ Rating changes;
13. ____ Bankruptcy, insolvency, receivership or similar event of the Obligated Person;
14. ____ Merger, consolidation, or acquisition of the Obligated Person, if material;
15. ____ Appointment of a successor or additional trustee, or the change of name of a trustee, if material;
16. ____ Incurrence of a Financial Obligation of the Obligated Person, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the Obligated Person, any of which affect security holders, if material; and
17. ____ Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the Obligated Person, any of which reflect financial difficulties.

I hereby represent that I am authorized by the issuer or its agent to distribute this information publicly:

Signature: _____

Name: _____ Title: _____

Employer: Digital Assurance Certification, L.L.C.
315 E. Robinson Street, Suite 300
Orlando, Florida 32801
407-515-1100

Date: _____

LEGAL DEPARTMENT DRAFT

EXHIBIT C-2
VOLUNTARY EVENT DISCLOSURE COVER SHEET

This cover sheet and notice should be sent to the Municipal Securities Rulemaking Board pursuant to Securities and Exchange Commission Rule 15c2-12(b)(5)(i)(C) and (D).

Issuer's and/or Other Obligated Person's Name: City of Columbia, South Carolina

Issuer's Six-Digit CUSIP Number: _____

or Nine-Digit CUSIP Number(s) of the bonds to which this notice relates: _____

Number of pages of attached notice: _____

____ Description of Voluntary Event Disclosure (Check One):

1. ☐ amendment to continuing disclosure undertaking;
2. ☐ change in Obligated Person;
3. ☐ notice to investors pursuant to bond documents;
4. ☐ certain communications from the Internal Revenue Service;
5. ☐ secondary market purchases;
6. ☐ bid for auction rate or other securities;
7. ☐ capital or other financing plan;
8. ☐ litigation/enforcement action;
9. ☐ change of tender agent, remarketing agent, or other on-going party; and
10. ☐ other event-based disclosures.

I hereby represent that I am authorized by the issuer or its agent to distribute this information publicly:

Signature: _____

Name: _____ Title: _____

Employer: Digital Assurance Certification, L.L.C.
 315 E. Robinson Street, Suite 300
 Orlando, Florida 32801
 407-515-1100

Date: _____

LEGAL DEPARTMENT DRAFT

EXHIBIT C-3
VOLUNTARY FINANCIAL DISCLOSURE COVER SHEET

This cover sheet and notice should be sent to the Municipal Securities Rulemaking Board pursuant to Securities and Exchange Commission Rule 15c2-12(b)(5)(i)(C) and (D).

Issuer's and/or Other Obligated Person's Name: City of Columbia, South Carolina

Issuer's Six-Digit CUSIP Number: _____

or Nine-Digit CUSIP Number(s) of the bonds to which this notice relates: _____

Number of pages of attached notice: _____

____ Description of Voluntary Financial Disclosure (Check One):

1. ☐ quarterly/monthly financial information;
2. ☐ change in fiscal year/timing of annual disclosure;
3. ☐ change in accounting standard;
4. ☐ interim/additional financial information/operating data;
5. ☐ budget;
6. ☐ investment/debt/financial policy;
7. ☐ information provided to rating agency, credit/liquidity provider or other third party;
8. ☐ consultant reports; and
9. ☐ other financial/operating data.

I hereby represent that I am authorized by the issuer or its agent to distribute this information publicly:

Signature: _____

Name: _____ Title: _____

Employer: Digital Assurance Certification, L.L.C.
 315 E. Robinson Street, Suite 300
 Orlando, Florida 32801
 407-515-1100

Date: _____

LEGAL DEPARTMENT DRAFT



We Are Columbia

MEETING DATE: March 7, 2023

DEPARTMENT: Legal Department

FROM: *Teresa Knox, City Attorney*

SUBJECT: Ordinance No.: 2023-030 - Consenting to the Inclusion of Property in a Multi-County Industrial/Business Park (Project Subtext, Richland County TMS #08910-03-2B, TMS #08910-03-03, TMS #08910-03-04, TMS #08910-03-01 and TMS #08910-03-02A)

FUNDING SOURCE & ORIGINAL BUDGET:

FOCUS AREAS: Planning Together

PURPOSE:

Economic and Community Development Committee Recommendation: 12/13/22; Approval (3-0)

ATTACHMENTS:

- **#a:** Project Subtext Briefing (PDF)
- **#b:** 2023-030 - Consent to MCIP- City of Columbia- Project Subtext-60529187-v2 (002) (PDF)

Columbia City Council Project Briefing

Project Name: Project Subtext – VERVE Columbia

Developer: Subtext Development

Economic Development Committee Recommendation: Approval (3-0)

Committee Approval Date: December 13, 2022

Address(s): 519 Huger Street, 408 and 436 Blossom Street, 401 Wheat Street

TMS Numbers: R08910-03-01, R08910-03-02A, R08910-03-02B, R08910-03-03, R08910-03-04

Project Investment: \$68,000,000

Project Summary: Subtext Development is proposing a student housing oriented, mixed use development project on the southwest corner of the Huger/Blossom Street intersection. Subtext is a national developer and manager of apartment and student housing communities in high-growth cities across the United States, with 20 currently established developments. The developer is currently proposing to build a five story, 167,270 square foot project student housing project. The developer has requested approval to build up to 274 units and 832 beds of capacity on the 3.84 acre site. The project will also include 5,000 square feet of retail/commercial space and +/- 500 spaces of structured parking in an attached, five story garage.

This project provides an opportunity to beautify a gateway into the City of Columbia with a five story building that will be an aesthetically pleasing entryway coming into the city from West Columbia. The 5,000 square feet of commercial/ retail space will be located on the ground floor, and available to the public. The site is perfectly located for student housing as it is well positioned with regards to walking distance to the University, Founders Park, and Colonial Life Arena as well.

Public infrastructure will include a parking garage that will include spaces for residents, employees and the commercial/ retail spaces. In addition, sidewalk and pedestrian street lighting improvements are anticipated as part of the project.

Public Infrastructure: Public Infrastructure improvements include the following:

Type	Investment
Parking Structure	\$8,811,432
ROW Improvements (sidewalks & landscaping)	\$350,000
Burial of Overhead Power Lines	\$400,000
Pedestrian Style Street Lighting	\$150,000

ORDINANCE NO.: 2023-030

*Consenting to the Inclusion of Property in a Multi-County Industrial/Business Park
(Project Subtext, Richland County TMS #08910-03-2B, TMS #08910-03-03, TMS #08910-03-04, TMS
#08910-03-01 and TMS #08910-03-02A)*

WHEREAS, the City of Columbia, South Carolina ("City"), is a body, politic and corporate located in Richland County, South Carolina ("County"); and,

WHEREAS, through Columbia City Council ("Council"), the City is entitled to exercise all the powers and privileges provided to municipal corporations in the State of South Carolina; and,

WHEREAS, the County and Fairfield County, South Carolina ("Fairfield"), entered into an Agreement for Designation of the I-77 Corridor Regional Industrial Park dated as of April 15, 2003 (the "Original Agreement"), which Original Agreement was amended and restated pursuant to the Amended and Restated Master Agreement dated as of September 1, 2018 (as so amended and restated, the "Park Agreement"); and,

WHEREAS, pursuant to Section 1.02 of the Park Agreement, the boundaries of the park created therein (the "Park") may be enlarged pursuant to ordinance of the County Council of the County and delivery of notice of such enlargement to Fairfield County; and,

WHEREAS, the project to be undertaken by a company identified for the time being as Project Subtext, (the "Developer") has committed to establish student housing, to be located on parcels located in the City, as more particularly described on Exhibit A (the "Property," together with the development, "Project"), consisting of total taxable investments by the Developer in real and personal property of not less than \$85,000,000; and,

WHEREAS, the County has agreed to offer a public infrastructure credit to reduce the property taxes due on the Project (as more particularly defined herein, "Credit") pursuant to the terms of Section 4-1-175 of the Code of Laws of South Carolina 1976, as amended ("Credit Act"), and a public infrastructure credit agreement between the County and the Developer for the Property ("Credit Agreement") to provide Credits against certain of the Developer's payments in lieu of taxes with respect to the Project for the purpose of assisting in paying certain costs of designing, acquiring, constructing, improving or expanding public infrastructure (collectively, "Public Infrastructure"); and,

WHEREAS, to grant the Developer the full value of the Credit, the County desires to locate the Project in the Park the County has jointly developed with Fairfield, pursuant to Article VIII, Section 13(D) of the South Carolina Constitution and Section 4-1-170 of the Code of Laws of South Carolina, 1976, as amended ("Park Act" and, together with the Credit Act, "Act"); and,

WHEREAS, pursuant to the Act and the Park Agreement, following application of the Credit, the payments in lieu of taxes generated from the Project will be distributed as set forth in the Park Agreement; and,

WHEREAS, pursuant to the Act, because the Project is located within the City's geographical borders, the City must consent to the inclusion of the Project within the boundaries of the Park; and,

WHEREAS, the Project is anticipated to meet the criteria set forth in Resolution No.: R-2019-059 and any amendments thereto, and it is appropriate to consent to including the Project in the Park; NOW, THEREFORE,

BE IT ORDAINED by the Mayor and City Council this _____ day of _____, 2023 that the City hereby consents to the inclusion of the Property in the Park, which consent is conditioned upon the following:

1. The County's adoption, by resolution or ordinance, authorizing the inclusion of the Property in the Park and delivery of written notice to Fairfield County, pursuant to Section 1.02 of the Park Agreement; provided, the Property shall not be removed from the Park for so long as the Developer is receiving Credits as a result of inclusion in the Park.

2. The County's approval, execution and delivery of the Credit Agreement related to the Property.

3. The Credit Agreement will provide that (a) the Developer will make payments in lieu of taxes related to the Property ("PILOT") during the term of the Credit Agreement, which PILOT shall be based on property tax assessment of the Property of six percent; (b) the annual PILOT payment payable from the Developer to the County will be subject to reduction by a 50% infrastructure credit (herein defined as the "Credit") to reimburse the Developer's Public Infrastructure costs; (c) the term of the Credit shall not exceed ten years (unless consented to in writing by the City), as shall be set forth in the Credit Agreement; (d) in each year during the term of the Credit, the City will be entitled to receive the portion of the PILOT payment (net of the Credit, as applicable) as provided in the Park Agreement; and (e) the Property will be deemed removed from the Park upon the expiration or earlier termination of the Credit Agreement.

4. Notwithstanding the foregoing, if the Project proceeds in a phased approach, (a) the first phase must meet the criteria established in Resolution No.: R-2019-059 to be eligible for the Credit, (b) the time limit for the Project Credit period as allowed in this Ordinance shall be as set forth in Section 3 hereof, and the timeline for additional phases shall be for the period of time or Credit amount that remains available on the original period and shall not have a new beginning date.

5. The City Manager is authorized to execute any documents and take any further action as may be reasonably necessary to further the intent of this Ordinance.

6. Approval of this Ordinance does not constitute a development approval, as all regulatory permitting and approval requirements remain in effect, the requirement of such is not altered in any way by the approval of this Ordinance. The Project must have proceeded with credit application no later than December 31, 2022 in order to be eligible to receive the Credit and must continue to progress forward at a reasonable pace for a project of this magnitude or else the Park inclusion approval, which facilitates the Credit, will be repealed by the City.

7. Any prior ordinance, resolution or order, the terms of which are in conflict with this Ordinance, is, only to the extent of that conflict, repealed.

LEGAL DEPARTMENT DRAFT

Requested by:

Assistant City Manager Palen

Approved by:

City Manager

Approved as to form:



Deputy City Attorney

Introduced:

Final Reading:

Mayor

ATTEST:

City Clerk

LEGAL DEPARTMENT DRAFT

EXHIBIT A
PROPERTY DESCRIPTION

LEGAL DEPARTMENT DRAFT



We Are Columbia

MEETING DATE: March 7, 2023

DEPARTMENT: Legal Department

FROM: *Teresa Knox, City Attorney*

SUBJECT: Ordinance No.: 2023-035 - Granting an encroachment to Time to Shine Car Wash, Inc., for the use of the right of way areas of the 2000 block of Gervais Street and the 1000 block of Laurens Street for the installation and maintenance of new pavement, pavement markings, sidewalks, landscaping and irrigation adjacent to 2006 Gervais Street, Richland County TMS# 11406-12-01

FUNDING SOURCE & ORIGINAL BUDGET:

FOCUS AREAS: Planning Together

ATTACHMENTS:

- **#a:** 2023-035 - Time to Shine Encroachment (PDF)
- **#b:** TimeToShineEncroachment packet (PDF)

ORDINANCE NO.: 2023-035

Granting an encroachment to Time to Shine Car Wash, Inc., for the use of the right of way areas of the 2000 block of Gervais Street and the 1000 block of Laurens Street for the installation and maintenance of new pavement, pavement markings, sidewalks, landscaping and irrigation adjacent to 2006 Gervais Street, Richland County TMS# 11406-12-01

WHEREAS, Time to Shine Car Wash, Inc., (hereinafter "Grantee") desires to utilize a portion of the right of way areas of the 2000 block of Gervais Street and the 1000 block of Laurens Street for the installation and maintenance of new pavement, pavement markings, sidewalks measuring approximately six (6') feet in width three hundred eighty five (385') feet in length, landscaping and irrigation adjacent to 2006 Gervais Street, as shown on the attached drawings; and,

WHEREAS, it appears that the encroachment will not interfere with the use of the medians or street for traffic, utility locations or other uses within the foreseeable future; NOW, THEREFORE,

BE IT ORDAINED by the Mayor and City Council of the City of Columbia, South Carolina, this _____ day of _____, 2023, that Grantee is hereby granted the right to use the right of way areas of the 2000 block of Gervais Street and the 1000 block of Laurens Street adjacent to 2006 Gervais Street, Richland County TMS# 11406-12-01, for the installation and maintenance of new pavement, pavement markings, sidewalks measuring approximately six (6') feet in width three hundred eighty five (385') feet in length, landscaping and irrigation as shown on the attached drawings.

PROVIDED FURTHER that all work shall comply with the requirements of The City of Columbia, South Carolina Department of Transportation (SCDOT) and Federal Emergency Management Agency (FEMA) now in existence or hereafter enacted. The materials and type of finish to be used are to be approved by the City Engineer prior to installation. Any damage to the street or sidewalk caused by Grantee's construction shall be repaired to the satisfaction of the City Manager. Improvements within the encroachment shall be maintained by the grantee at no cost to the City in a manner approved by the City Manager; and,

PROVIDED further that in the event the City has to make repairs or maintain utility lines located within the encroachment area the City will replace any items removed for the utility repair or maintenance with like items to those removed; and,

PROVIDED FURTHER that the privilege granted hereby may be modified or terminated by Columbia City Council at any time without notice to the Grantee, its successors and assigns; and,

PROVIDED FURTHER that a certificate of insurance be issued as evidence of general liability insurance with at least the minimum amount of \$600,000.00 for personal injury and property damage and naming the City as an insured, be provided to and filed annually with the City Clerk by Grantee, his successors and assigns, as required by Chapter 11, Licenses, Permits, Business Regulations, Article III, Contractors, Sec. 11-71, 1998 Code of Ordinances of the City of Columbia, South Carolina.

PROVIDED FURTHER that the privilege granted hereby is subject to the Grantee complying with the following conditions, restrictions or limitations:

1. No item, including landscaping, shall be placed, planted or allowed to grow such that it creates a visual impediment to persons safely entering or exiting the driveway or to persons safely walking along the sidewalk. The City reserves the right to remove or cut any item located within the right of way which it deems to be a safety hazard.

2. Grantee is responsible for all maintenance and assuring that all accessibility and ADA requirements are met and maintained.
3. Grantee is responsible for maintaining landscaping and improvements.
4. Irrigation must be designed to avoid spraying walkways, sidewalks and streets and/or creating hazardous conditions upon the walkways, sidewalks and streets.
5. Obstructions of more than be four (4') feet in height are prohibited within the sight-visibility triangle.
6. Forestry and Beautification shall be provided access to trees within the right of way for maintenance purposes.
7. All trees shall be protected and no large tree roots shall be removed from any existing trees.

BE IT FURTHER ORDAINED that Grantee, in consideration of the above privilege, shall at its expense provide for protection and relocation of all utilities that might be within this area to the satisfaction of the City Manager.

Requested by:

Assistant City Manager Gentry

Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:



Deputy City Attorney

City Clerk

Introduced:

Final Reading:

**CITY COUNCIL
ENCROACHMENT SUMMARY
2023-035**



**2000 BLOCK OF GERVAIS STREET AND 1000 BLOCK OF LAURENS STREET
ADJACENT TO 2006 GERVAIS STREET
NEW PAVEMENT, PAVEMENT MARKINGS, SIDEWALKS, LANDSCAPING AND
IRRIGATION**

Subject Property:	Right-of-way adjacent to 2006 Gervais Street
Council District:	2
Proposal:	The applicant is requesting an encroachment for installation and maintenance of new pavement, pavement markings, sidewalks, landscaping and irrigation.
Applicant:	Time to Shine Car Wash, Inc.
Staff Recommendation:	Approval.

Detail:	The applicant is requesting an encroachment for installation and maintenance of new pavement, pavement markings, sidewalks measuring approximately six (6') feet in width three hundred eighty five (385') feet in length, landscaping and irrigation adjacent to 2006 Gervais Street, as shown on the attached drawings; and, Conditions of the proposed encroachment are as follows: 1. No item, including landscaping, shall be placed, planted or allowed to grow such that it creates a visual impediment to persons safely entering or exiting the driveway or to persons safely walking along the sidewalk. The City reserves the right to remove or cut any item located within the right of way which it deems to be a safety hazard. 2. Grantee is responsible for all maintenance and assuring that all accessibility and ADA requirements are met and maintained. 3. Grantee is responsible for maintaining landscaping and improvements. 4. Irrigation must be designed to avoid spraying walkways, sidewalks and streets and/or creating hazardous conditions upon the walkways, sidewalks and streets. 5. Obstructions of more than be four (4') feet in height are prohibited within the sight-visibility triangle. 6. Forestry and Beautification shall be provided access to trees within the right of way for maintenance purposes. 7. All trees shall be protected and no large tree roots shall be removed from any existing trees.
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City of Columbia



This map was prepared using
the City GIS Viewer:

City of Columbia - GIS Division
Tuesday, February 14, 2023

Address Point

- Active
- Vacant
- Tax Parcel

Street & Ownership

- Interstate
- Highway

City Maintained

- State Maintained
- Private
- Others

Bailey Bill

- Columbia City Limits
- Bailey Bill Property

National Register of Historic Places

FEMA Flood Hazard Area

- AE - Floodway
- AE - 100yr Flood Plain
- A - No Base Flood Elevation
- X - 500yr Flood Plain
- Red: Band_1

Green: Band_2

Blue: Band_3

CITY OF COLUMBIA GIS DATA DISCLAIMER:

The City of Columbia GIS data represented on this map or plan is the product of the compilation of data produced by others. It is provided for information only. The City of Columbia makes no representation as to its accuracy. Its use without field verification is at the sole risk of the user.



Permanent Encroachment

Application and Checklist

1. Applicant Information

Name Mr. Mike Roper (Member)	
Company (if applicable) Time to Shine Car Wash, Inc.	
Address (street, city, state, zip) 2814 Byington Solway Road Knoxville, TN 37931	
Phone (865)705-2782	Email mroper@timetoshinecarwash.com

2. Property Information

Address 2006 Gervais Street Columbia, SC 29204	
Tax Map Reference Number(s) Richland County Tax Map No. R11406-12-01	
Current use Vacant Commercial	Proposed use Personal Vehicle Repair & Maintenance (i.e. Automatic Car Wash)

3. Property Ownership

Does the applicant own the adjacent property? ☐ Yes ☒ No (see Letter of Agency provided)

If the applicant does not own the adjacent property, complete the **Letter of Agency** for each property owner that authorizes the applicant to submit this application on the property owner's behalf.



Permanent Encroachment Application and Checklist

4. Project Description

Provide a brief description of the project and list all items that will be placed in the right-of-way (walls, fences, columns, steps, irrigation systems, landscaping, driveways, pavers, sidewalks/walkways, planters, awnings, etc.)

Time to Shine Car Wash, Inc. intends to develop approximately 1.88 acres into an automatic car wash with parking spaces for patron vacuum use. The project is located at 2006 Gervais St. on Richland County TMS # R11406-12-01. The site layout is designed so that the building is fronting Gervais Street to screen future parking & patrons from the main road. For ease of access, a one way ingress to the project site is to be off Gervais Street, as shown on the proposed site plan, via Laurens Street. There will be a shared driveway at the adjacent property (ref. TMS # R11406-12-02), as well, for project site ingress / egress. As part of the proposed improvements, Laurens St. will be improved, as shown.

Laurens St., a City of Columbia owned / maintained road, is proposed to be improved per the Construction Plans submitted with this application & per the City of Columbia regulations. To install the road as designed, additional RoW is to be provided to the City, upon completion & acceptance of the road, per the Construction Plans. New Pavement, Pavement Markings, Signage, Sidewalk, Landscaping, & Stormwater Drainage Structures are proposed to be within the new Laurens St. RoW & will be maintained by the City of Columbia upon completion & acceptance of the improvements. All other aspects of the project / improvements outside of the new RoW (i.e. water quality buffers, other infrastructure as shown in the Construction Plans, etc.) will be owned & maintained perpetually by the Applicant.

For staff use only

Date received (M/D/Y): ____/____/____

By: _____



Permanent Encroachment Application and Checklist

Any damage to the street or sidewalk caused by construction shall be repaired to the satisfaction of the City Manager. Improvements within the encroachment shall be maintained by the grantee at no cost to the City in a manner approved by the City Manager.

Property owned, operated and maintained by SCDOT shall comply with SCDOT encroachment requirements.

Permittee understands and agrees that the privilege granted may be modified or terminated by the City of Columbia at any time without notice and that the privilege granted hereby is subject to applicant's compliance with the following conditions, restrictions or limitations:

Permittee must comply with all existing City of Columbia and any other state or federal codes, rules and regulations, as applicable including the Americans with Disabilities Act, now in existence or hereafter enacted.

7. Signature

Signature of Applicant	
	
Print Name	Date
Mr. Mike Roper, Member (Time to Shine Car Wash, Inc.)	December 7th, 2022



Letter of Agency

Application Supplement

Property Owner

Signature 		Date 10-12-22
Print Name of Property Owner TTS Richmond Exchange Coordinator, LLC (Mr. Mike Roper, Member)		
Address (street, city, name, zip) 2814 Byington Solway Road Knoxville, TN 37931		
Email of Property Owner mroper@timetoshinecarwash.com		Phone (865)705-2782
Signature of Witness 		Date 10-12-22
Print Name of Witness Donna Shoopman		

Authorized Agent

Signature 		Date 10-12-22
Print Name Time to Shine Car Wash, Inc. (Mr. Mike Roper, Member)		
Address (street, city, name, zip) 2814 Byington Solway Road Knoxville, TN 37931		
Email of Authorized Agent mroper@timetoshinecarwash.com		Phone (865)705-2782



Record of Property Owners

Application Supplement

This form is used to identify all property subject to a submitted application where the applicant is not the owner of the property. For each property owner identified on this form, the applicant must submit a Letter of Agency authorizing the applicant to act on the property owner's behalf.

1. Project Information

Project Name	Time to Shine - 2006 Gervais
Brief Project Description	1.88 acres to be developed into an automatic car wash

2. Property Owners

Please initial to verify that a Letter of Agency is included for each identified property owner. Attach additional sheets as necessary.

Property Owner Name	Tax Map Reference Numbers	Applicant Initials	Staff Initials
TTS Richmond Exchange Coordinato	R11406-12-01	MR	

3. Applicant Information

Name	Mr. Mike Roper (Member)	Signature		Date	10-12-22
Company (if applicable)	Time to Shine Car Wash, Inc.				
Phone	(865)705-2782	Email	mroper@timetoshinecarwash.com		

LOT SUMMARY:

ADDRESS: 2006 GERVAIS ST., COLUMBIA, SC 29204
T.M.S. #: R11406-12-01
PROJECT SITE AREA: ±1.88 ACRES

ZONING: COMMUNITY ACTIVITY CENTER (CAC)
- EXISTING LAND USE: VACANT LOT
- PROPOSED USE: PERSONAL VEHICLE REPAIR & MAINTENANCE,
SPECIFICALLY WITH CAR WASH & AUTO DETAILING,
AUTOMATIC (AUTOMATIC CAR WASH)

*LOT REQUIREMENTS:
- SETBACKS: FRONT - 15' (MAX) / 5' (MIN), REAR - 20',
SIDE - 0' to 5'
- BUFFER YARD: NONE

*AN AUTOMATIC CAR WASH SHALL MEET THE SUPPLEMENTAL USE
STANDARDS AS OUTLINED IN ARTICLE 4 "USE REGULATIONS", SECTION
C "STANDARDS FOR SPECIFIC PRINCIPAL USES", IN THE UNIFIED
DEVELOPMENT ORDINANCE OF THE CITY OF COLUMBIA, SOUTH CAROLINA
ADOPTED AUGUST 20TH, 2019.

PROPOSED PARKING:
- TOTAL PROPOSED PARKING: 25 SPACES
(21) STANDARD VACUUM SPACE
(1) VAN ACCESSIBLE HANDICAP VACUUM SPACE
(3) STANDARD SPACE (EMPLOYEE PARKING)

PRE-DEVELOPMENT IMPERVIOUS SURFACE PERCENTAGE: ±0.8%
PROPOSED IMPERVIOUS SURFACE PERCENTAGE: ±39.4%

LEGEND

- SCDOT R/W CONCRETE PAVEMENT
- HEAVY DUTY ASPHALT PAVEMENT
- CONCRETE PAVEMENT
- LANDSCAPED AREA
(SEE LANDSCAPE PLANS)
- CONCRETE SIDEWALK
- 30' WATER QUALITY BUFFER
- VACUUM ENCLOSURE / MOTOR
- VACUUM STATION
- NEW LAURENS ST. R/W
PROPERTY PIN

FOR PAVEMENT SECTIONS, COMPACTION REQUIREMENTS, & OTHER
SUBSURFACE INFORMATION SEE PAVEMENT SECTION DETAILS,
GENERAL NOTES SHEET C-002, & THE PROJECT GEOTECHNICAL
REPORT AVAILABLE FROM THE OWNER.

APPLICABLE SCDOT PERMITS SHALL BE OBTAINED BEFORE
PERFORMING ANY WORK IN SCDOT ROW.

APPLICABLE NORFOLK SOUTHERN APPROVALS / PERMITS SHALL
BE OBTAINED BEFORE PERFORMING ANY WORK IN RAIL ROW.

REFER TO SHEET C-102 FOR NEW LAURENS ST. PROFILE.

REFER TO SHEET C-103 FOR WATER QUALITY BUFFER
AVERAGING INFORMATION.

REFER TO SHEET C-104 FOR ADDITIONAL SCDOT
IMPROVEMENT(S) INFORMATION.

FEMA CERTIFICATION:

I HEREBY CERTIFY THAT I HAVE CONSULTED THE FEDERAL EMERGENCY MANAGEMENT AGENCY
(FEMA) AND HAVE FOUND THAT THE PROPERTY DESCRIBED AND SHOWN HEREIN IS NOT
LOCATED IN A SPECIAL FLOOD HAZARD AREA AS SHOWN ON MAP NO. 45079C0244L, DATED
DECEMBER 21, 2017.

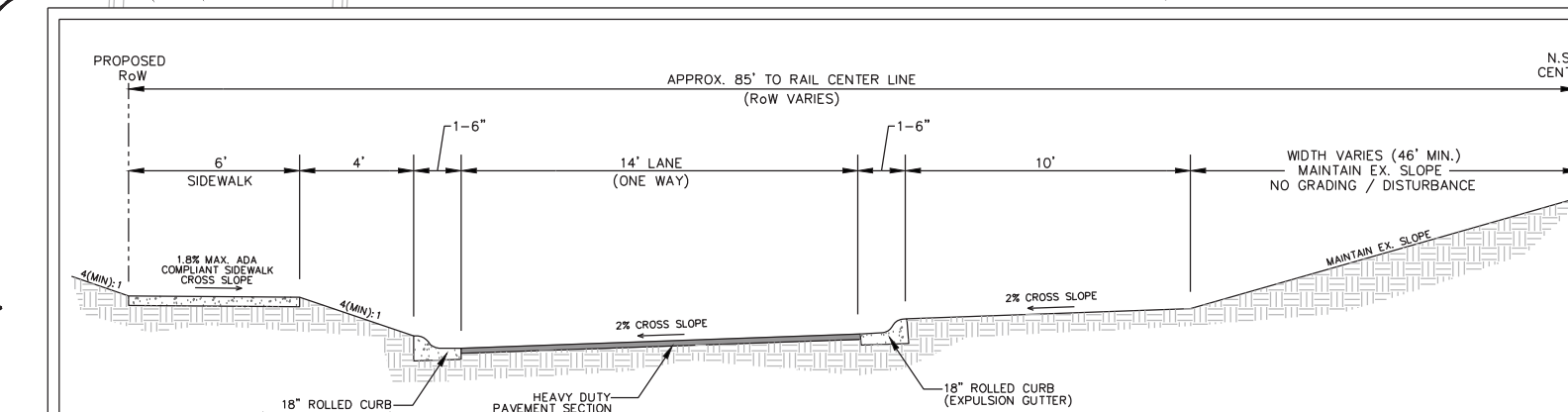
NEW LAURENS ST. - LINE TABLE					
Line #	Length	Direction	Start Point	End Point	
L1	121.017	S27° 30' 04.45"E	(1993814.0916,790240.5257)	(1993869.9736,790133.1832)	
L2	46.102	S30° 21' 11.38"E	(1993882.2030,790111.0544)	(1993905.4996,790071.2718)	

NEW LAURENS ST. - CURVE TABLE					
Curve #	Radius	Length	Chord Direction	Start Point	End Point
C1	508.000	25.286	S28° 58' 37.91"E	(1993869.9736,790133.1832)	(1993882.2030,790111.0544)
C2	43.000	28.833	S49° 28' 57.78"E	(1993905.4996,790071.2718)	(1993926.8560,790052.9991)
C3	33.000	40.172	S33° 39' 04.53"E	(1993926.8560,790052.9991)	(1993947.7676,790021.5857)
C4	43.085	22.985	S14° 04' 32.16"E	(1993947.7676,790021.5857)	(1993953.2915,789999.5545)

NOW OR FORMALLY
ROCKY BRANCH COMPANY, LLC
TMS # R11406-12-05

NOW OR FORMALLY
TUCKER REAL ESTATE, LLC
TMS # R11406-12-04

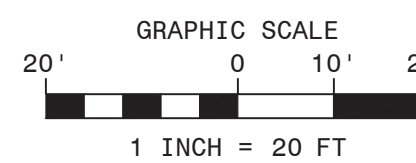
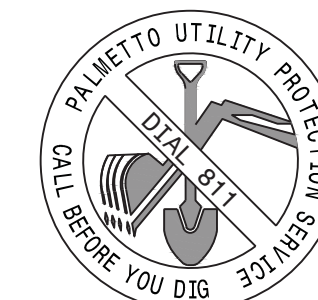
COORDINATE NEW DRIVEWAY & IMPROVEMENT(S)
W/ADJACENT PROPERTY OWNER (REF. RICHLAND
CO. ROD ACCESS EASEMENT, BK1675/PG1601)



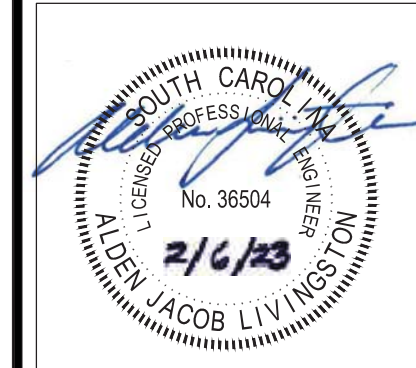
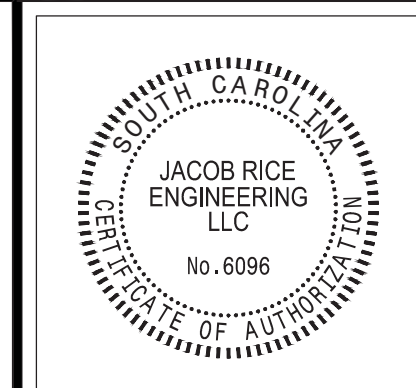
TYPICAL SECTION NOTES:
1. CONSTRUCTION, MATERIALS, & PAVEMENT SECTION SHALL BE IN ACCORDANCE WITH THE CITY OF COLUMBIA, THE PROJECT
GEOTECHNICAL REPORT / RECOMMENDATIONS, & THE SOUTH CAROLINA DEPARTMENT OF TRANSPORTATION.
2. ALL SIDEWALKS, STRIPING, & SIGNAGE SHALL BE ADA & MUTCD COMPLIANT.
3. REFER TO THE PAVEMENT SECTION DETAILS ON SHEET C-503. HEAVY DUTY PAVEMENT SHALL BE INSTALLED WITHIN THE NEW
LAURENS ST. ROW. THE PROJECT GEOTECHNICAL ENGINEER SHALL DESIGN & COORDINATE WITH THE CITY OF COLUMBIA PUBLIC
WORKS DEPARTMENT & CONFIRM THE HEAVY DUTY PAVEMENT SECTION COMPLIES WITH ALL CITY OF COLUMBIA REGULATIONS.

LAURENS ST. - TYPICAL SECTION
(NTS)

NOW OR FORMALLY
HARDEN PLACE LLC
TMS # R11406-12-02



NOTE: THIS SCALE APPLIES
FOR 24"x36" SHEETS ONLY



803.780.3437
14 CALENDAR CT.
COLUMBIA, SC 29206



NO.	REVISIONS	DATE	DESIGNER: AJL	DRAWN: KOK	CHECKED: AJL	DATE: AUGUST 2022	JOB NO. 846900	SCALE:
1	CITY OF COLUMBIA COMMENTS & GENERAL REV(S)	12/6/22						
2	CITY OF COLUMBIA COMMENTS & GENERAL REV(S)	2/6/23						

TIME TO SHINE - 2006 GERVAIS
CITY OF COLUMBIA, SC

TIME TO SHINE CAR WASH, INC

SITE PLAN

DRAWING NUMBER

C-101



We Are Columbia

MEETING DATE: March 7, 2023

DEPARTMENT: Legal Department

FROM: *Teresa Knox, City Attorney*

SUBJECT: Ordinance No.: 2023-036 - Granting an encroachment to the Municipal Association of South Carolina for the use of the right of way area of the 1400 block of Gervais Street for the installation and maintenance of planters, landscaping and irrigation adjacent to 1411 Gervais Street, Richland County TMS#11401-04-05

FUNDING SOURCE & ORIGINAL BUDGET:

FOCUS AREAS: Planning Together

ATTACHMENTS:

- **#a:** 2023-036 - 1411Gervais Encroachment (PDF)
- **#b:** 1411 Gervais Encroachment Case packet (PDF)

ORDINANCE NO.: 2023-036

Granting an encroachment to the Municipal Association of South Carolina for the use of the right of way area of the 1400 block of Gervais Street for the installation and maintenance of planters, landscaping and irrigation adjacent to 1411 Gervais Street, Richland County TMS#11401-04-05

WHEREAS, the Municipal Association of South Carolina, (hereinafter "Grantee") desires to utilize a portion of the right of way area of the 1400 block of Gervais Street for the installation and maintenance of two (2) planter beds, landscaping and irrigation adjacent to 1411 Gervais Street, as shown on the attached drawings; and,

WHEREAS, it appears that the encroachment will not interfere with the use of the medians or street for traffic, utility locations or other uses within the foreseeable future; NOW, THEREFORE,

BE IT ORDAINED by the Mayor and City Council of the City of Columbia, South Carolina, this ____ day of _____, 2023, that Grantee is hereby granted the right to use the right of way area of the 1400 block Gervais Street adjacent to 1411 Gervais Street, Richland County TMS#11401-04-05, for the installation and maintenance of two (2) planter beds, landscaping and irrigation as shown on the attached drawings.

PROVIDED FURTHER that all work shall comply with the requirements of The City of Columbia, South Carolina Department of Transportation (SCDOT) and Federal Emergency Management Agency (FEMA) now in existence or hereafter enacted. The materials and type of finish to be used are to be approved by the City Engineer prior to installation. Any damage to the street or sidewalk caused by Grantee's construction shall be repaired to the satisfaction of the City Manager. Improvements within the encroachment shall be maintained by the grantee at no cost to the City in a manner approved by the City Manager; and,

PROVIDED further that in the event the City has to make repairs or maintain utility lines located within the encroachment area the City will replace any items removed for the utility repair or maintenance with like items to those removed; and,

PROVIDED FURTHER that the privilege granted hereby may be modified or terminated by Columbia City Council at any time without notice to the Grantee, its successors and assigns; and,

PROVIDED FURTHER that a certificate of insurance be issued as evidence of general liability insurance with at least the minimum amount of \$600,000.00 for personal injury and property damage and naming the City as an insured, be provided to and filed annually with the City Clerk by Grantee, his successors and assigns, as required by Chapter 11, Licenses, Permits, Business Regulations, Article III, Contractors, Sec. 11-71, 1998 Code of Ordinances of the City of Columbia, South Carolina.

PROVIDED FURTHER that the privilege granted hereby is subject to the Grantee complying with the following conditions, restrictions or limitations:

1. No item, including landscaping, shall be placed, planted or allowed to grow such that it creates a visual impediment to persons safely entering or exiting the driveway or to persons safely walking along the sidewalk. The City reserves the right to remove or cut any item located within the right of way which it deems to be a safety hazard.

2. Grantee is responsible for all maintenance and assuring that all accessibility and ADA requirements are met and maintained.

3. Grantee is responsible for maintaining landscaping and improvements.

4. Irrigation must be designed to avoid spraying walkways, sidewalks and streets and/or creating hazardous conditions upon the walkways, sidewalks and streets.

5. Obstructions of more than be four (4') feet in height are prohibited within the sight-visibility triangle.

6. Forestry and Beautification shall be provided access to trees within the right of way for maintenance purposes.

7. All trees shall be protected and no large tree roots shall be removed from any existing trees.

8. Prior to installation, coordinate with Traffic Engineering.

BE IT FURTHER ORDAINED that Grantee, in consideration of the above privilege, shall at its expense provide for protection and relocation of all utilities that might be within this area to the satisfaction of the City Manager.

Requested by:

Assistant City Manager Gentry

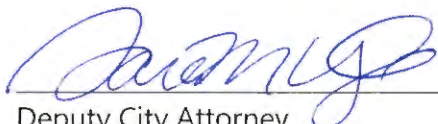
Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:



Deputy City Attorney

City Clerk

Introduced:

Final Reading:

**CITY COUNCIL
ENCROACHMENT SUMMARY
2023-036**



**1400 BLOCK OF GERVAIS STREET
ADJACENT TO 1411 GERVAIS STREET
PLANTERS, LANDSCAPING AND IRRIGATION**

Subject Property:	Right-of-way adjacent to 1411 Gervais Street
Council District:	2
Proposal:	The applicant is requesting an encroachment for installation and maintenance of two planters, landscaping and irrigation.
Applicant:	Yellowstone Landscape
Staff Recommendation:	Approval.

Detail:	The applicant is requesting an encroachment for installation and maintenance of two (2) planters, landscaping and irrigation adjacent to 1411 Gervais Street, as shown on the attached drawings; and, Conditions of the proposed encroachment are as follows: 1. No item, including landscaping, shall be placed, planted or allowed to grow such that it creates a visual impediment to persons safely entering or exiting the driveway or to persons safely walking along the sidewalk. The City reserves the right to remove or cut any item located within the right of way which it deems to be a safety hazard. 2. Grantee is responsible for all maintenance and assuring that all accessibility and ADA requirements are met and maintained. 3. Grantee is responsible for maintaining landscaping and improvements. 4. Irrigation must be designed to avoid spraying walkways, sidewalks and streets and/or creating hazardous conditions upon the walkways, sidewalks and streets. 5. Obstructions of more than be four (4') feet in height are prohibited within the sight-visibility triangle. 6. Forestry and Beautification shall be provided access to trees within the right of way for maintenance purposes. 7. All trees shall be protected and no large tree roots shall be removed from any existing trees. 8. Prior to installation, coordinate with Traffic Engineering.
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City of Columbia



This map was prepared using
the City GIS Viewer:

City of Columbia - GIS Division
Monday, February 6, 2023

Address Point

- Active
- Vacant
- Tax Parcel

Street & Ownership

- Interstate
- Highway

City Maintained

- City Maintained
- State Maintained
- Private
- Others

Bailey Bill

- Columbia City Limits
- Bailey Bill Property

National Register of Historic Places

FEMA Flood Hazard Area

- AE - Floodway
- AE - 100yr Flood Plain
- A - No Base Flood Elevation
- X - 500yr Flood Plain
- Red: Band_1

Green: Band_2

Blue: Band_3

CITY OF COLUMBIA GIS DATA DISCLAIMER:

The City of Columbia GIS data represented on this map or plan is the product of the compilation of data produced by others. It is provided for information only. The City of Columbia makes no representation as to its accuracy. Its use without field verification is at the sole risk of the user.



Letter of Agency

Application Supplement

TO: Planning and Development Services, City of Columbia

I, the undersigned property owner, do hereby attest that I am the person that holds, or I am authorized on behalf of the party that holds, fee simple interest in the following parcel(s):

Common Street Address <i>1411 Gervais Street, Columbia, SC 29201</i>
Tax Map Reference Numbers <i>11401-04-09A</i>

Further, I hereby authorize the persons and/or entities listed as AUTHORIZED AGENT(S) below to act on my behalf for the purpose of submitting documents, amending documents, meeting with staff, attending public meetings and hearings, and as otherwise may be necessary and proper to fulfill the required steps to request the following:

1. Variance, Special Exception, and/or Administrative Appeal (Board of Zoning Appeals)
2. Zoning Map Amendment (Planning Commission and City Council, if applicable)
3. Site Plan Review (Planning Commission or D/DRC)
4. Design Review (D/DRC)
5. Minor Subdivision (Staff)
6. Major Subdivision (Planning Commission)
7. Encroachment (Staff and City Council, if applicable)
8. Street Naming/Renaming (Planning Commission)

*****Please strike-through and initial any of the above-listed steps that do not fall under the scope of this Letter of Agency***

[signatures on following page]



Permanent Encroachment

Application and Checklist

4. Project Description

Provide a brief description of the project and list all items that will be placed in the right-of-way (walls, fences, columns, steps, irrigation systems, landscaping, driveways, pavers, sidewalks/walkways, planters, awnings, etc.)

YELLOWSTONE LANDSCAPE PROPOSES TO REPAIR & RESET DAMAGED ELECTRICAL OUTLETS IN THE SMALL ISLANDS ON GERVAIS ST.

ONCE OUTLETS ARE REPLACED, YELLOWSTONE WILL INSTALL A SMALL BRICK BORDER AROUND THE PERIMETER OF THE 2 BEDS TO PREVENT FURTHER DAMAGE.

BRICKS USED WILL MATCH THE EXISTING BRICK PAVERS ON THE SIDEWALK - LOCATED IN FRONT OF THE BUILDING @ 1411 GERVAIS

For staff use only

Date received (M/D/Y): ____/____/____

By: _____



Permanent Encroachment Application and Checklist

Checklist for All Applications

A complete site plan application shall include the following information. Refer to the Procedures Manual for additional information about these requirements. Please initial to signify that the requested information has been provided.

	Applicant Initials	Staff Initials
A copy of this Application Checklist, completed by the applicant.		
A completed and signed Application Form		
Letters of Agency for all applications where the applicant is not the owner of the subject property		
Pictures or specification sheet of the items to permanently encroach the Right-of-way		
Existing Site Plan Please see page 4 below for required content.	1 copy: min. 18 x 24 inches or 1 digital copy (pdf format) – may be 8 ½ inches x 11 inches if legible 	
Proposed Site Plan Please see page 4 below for required content.	1 copy: min. 18 x 24 inches or 1 digital copy (pdf format) – may be 8 ½ inches x 11 inches if legible 	



Permanent Encroachment

Application and Checklist

Any damage to the street or sidewalk caused by construction shall be repaired to the satisfaction of the City Manager. Improvements within the encroachment shall be maintained by the grantee at no cost to the City in a manner approved by the City Manager.

Property owned, operated and maintained by SCDOT shall comply with SCDOT encroachment requirements.

Permittee understands and agrees that the privilege granted may be modified or terminated by the City of Columbia at any time without notice and that the privilege granted hereby is subject to applicant's compliance with the following conditions, restrictions or limitations:

Permittee must comply with all existing City of Columbia and any other state or federal codes, rules and regulations, as applicable including the Americans with Disabilities Act, now in existence or hereafter enacted.

7. Signature

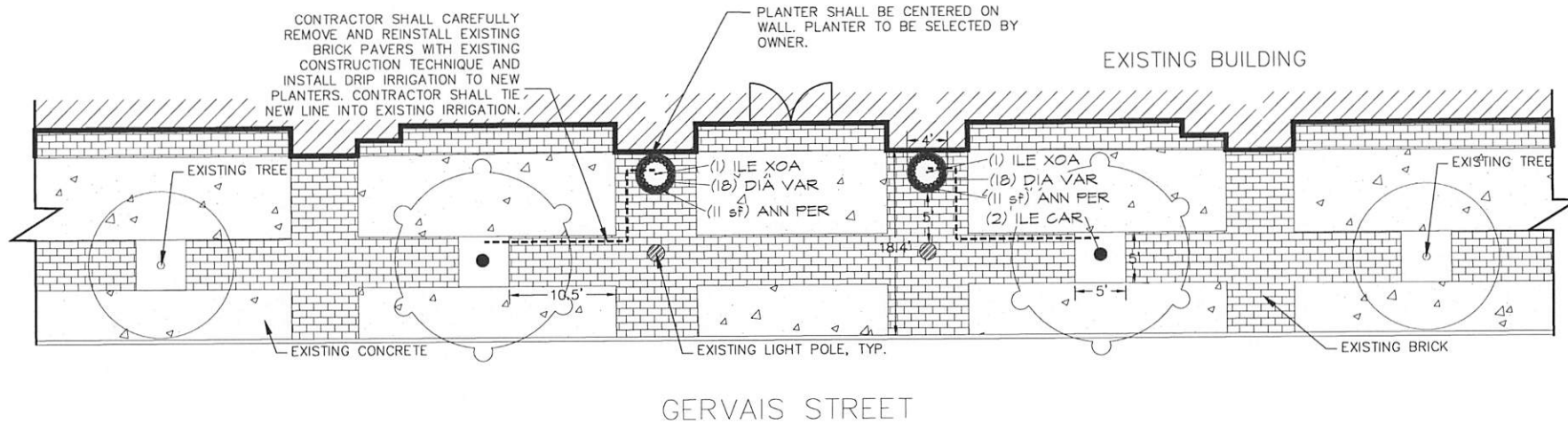
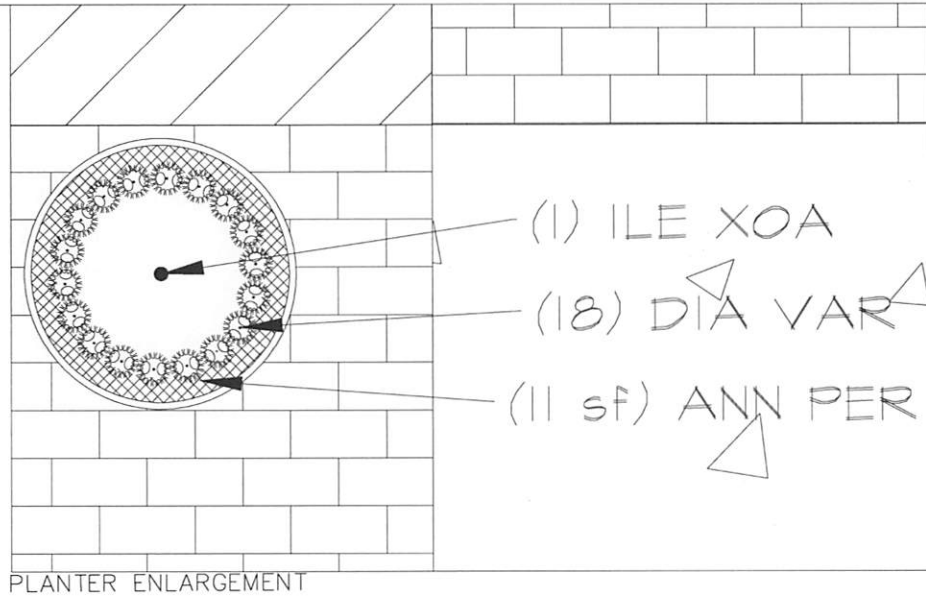
Signature of Applicant	
	
Print Name	Date
ELI STEWART	

PLANT SCHEDULE

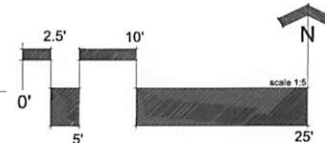
TREES	BOTANICAL / COMMON NAME	COL.	SIZE	QTY	REMARKS	
ILE CAR	Ilex opaca Carolina #2 / Carolina #2 American Holly	-	14-16' HT.	2	TREE FORM/ LIMB T MINIMUM CLEARANCE FROM LOWEST LIMB	
ILE XOA	Ilex x 'Magland' TM / Oakland Holly	-	6' HT.	2	SPECIMEN GRADE/ LIMBED TO GROUND	
SHRUBS	BOTANICAL / COMMON NAME	COL.	SIZE	SPACING	QTY	REMARKS
DIA VAR	Dianella laevis 'Variegata' / Variegated Flax Lily	-	6'-10" HT	6' o.s.	56	
GROUND COVERS	BOTANICAL / COMMON NAME	COL.	SPACING	SPACING	QTY	REMARKS
ANN PER	Annua/Perennials / To Be Selected By Owner	FLAT			22 sf	

GENERAL NOTES

- THE DRAWING IS BASED ON 2020 RICHLAND COUNTY GIS AND FIELD MEASUREMENTS.
 - QUANTITIES ARE SHOWN FOR INFORMATION ONLY. THE CONTRACTOR IS RESPONSIBLE FOR HIS OR HER OWN QUANTITIES. IF THERE IS A CONFLICT BETWEEN QUANTITIES AND SPACING, SPACING SHALL PREVAIL.
 - ALL NEW TREES, SHRUBS, LAWN, AND GROUND COVER SHALL BE MECHANICALLY IRRIGATED.
 - ALL TREES AND SHRUBS SHALL BE MULCHED WITHIN TWO DAYS AFTER PLANTING. MULCH SHALL COVER THE AREA OF THE PLANTING PIT, BED, OR SAUCER AROUND EACH PLANT.
 - ANY AREA DISTURBED DURING CONSTRUCTION NOT COVERED BY NEW CONSTRUCTION SHALL BE REPLACED WITH EXISTING MATERIAL (BRICK/CONCRETE/ETC.). MATCH EXISTING AT NO ADDITIONAL COST TO THE OWNER.
 - ALL PLANTS SHALL MEET THE STANDARDS AND SPECIFICATIONS OF THE AMERICAN STANDARD FOR NURSERY STOCK, LATEST EDITION. PLANT SIZE TAKES PRECEDENCE OVER CONTAINER SIZE AS THE MOST DESCRIPTIVE SPECIFICATION.
 - PLANTERS SHALL BE FILED WITH SPECIFIED PLANT MIX PER SPECIFICATIONS ON L-2.
 - OWNER TO SELECT PLANTER AND COLOR FROM MANUFACTURERS LIST, PRIOR TO CONSTRUCTION.
- PLANTER OPTIONS : ~CARDIFF SQUARE 48" wd x 48" ht
(<http://www.oldtownfiberlass.com/products/standard-planters/squares-and-rectangles/cardiff-square/>)
~RIMMED 48" wd x 42" ht
(<http://www.oldtownfiberlass.com/products/standard-planters/cylinders/rimmed/>)
- PLANTERS SHALL HAVE A MANUFACTURER WATERPROOF LINER INSTALLED IN PLANTER. "INTERNAL RESERVOIR"
THE PLANTER SHALL BE PURCHASED FROM OLD TOWN FIBER GLASS
SC SALES REP: PAUL JACKSON (EMAIL): PAUL@SITEINNOVATION.NET (T): (704) 814-0603 (M): (704) 301-7319
9. PLANT OPTIONS FOR ANNUALS:
FALL/WINTER PLANT OPTIONS: TRAILING PANSIES, ORNAMENTAL CABBAGE, HEUCHERA (CORAL BELLS), SWISS CHARD, VIOLAS
SPRING/SUMMER PLANT OPTIONS: DUSTY MILLER, VINCA, SUN PATIENTS, SNAP DRAGONS, PURPLE SWEET POTATO VINE,



SC Municipal Association
Columbia, SC



K&S
Kenneth & Simmons Associates, LLC
landscape architecture & planning
2711 Oldblair Drive, Suite 210
Columbia, South Carolina 29204
(803) 254-3791
www.kands.com



Planting Plan
1411 Gervais Street

SHEET NO.
LS 01
OF **02**



We Are Columbia

MEETING DATE: March 7, 2023

DEPARTMENT: Legal Department

FROM: *Teresa Knox, City Attorney*

SUBJECT: Resolution No.: R-2023-013 - Authorizing the City Manager to execute a First Amendment of Option to Purchase (Partial Assignment of Ground Lease) to consummate the purchase of 1117 Washington Street, Richland County TMS #09013-04-09 between the City of Columbia and MS Joint Venture.

FUNDING SOURCE & ORIGINAL BUDGET:

FOCUS AREAS: Planning Together

ATTACHMENTS:

- **#a:** R-2023-013 - First Amendment to Assignment of Option to purchase 1117 Washington Street (PDF)
- **#b:** First Amendment to Assignment of Option to Purchase (PDF)

RESOLUTION NO.: R-2023-013

Authorizing the City Manager to execute a First Amendment to Assignment of Option to Purchase (Partial Assignment of Ground Lease) to consummate the purchase of 1117 Washington Street, Richland County, TMS # 0913-04-09 between the City of Columbia and MS Joint Venture

BE IT RESOLVED by the Mayor and City Council this _____ day of _____, 2023, that the City Manager is hereby authorized to execute the attached First Amendment to Assignment of Option to Purchase (Partial Assignment of Ground Lease) and any documents necessary and approved by the City Attorney, between the City of Columbia and MS Joint Venture to consummate the purchase of 1117 Washington Street, Richland County TMS #09013-04-09 for Three Hundred Fifty-three Thousand Two Hundred Thirty and No/100 (\$353,230.00) Dollars plus Nine Thousand Eight Hundred Eighty-eight and 12/100 (\$9,888.12) Dollars representing four months of rent pursuant to the said Ground Lease.

(Funding Source: IPRB)

Requested by:

City Manager _____

Mayor _____

Approved by:

City Manager _____

Approved as to form:

ATTEST:


City Attorney _____

City Clerk _____

Introduced:

Final Reading:

**FIRST AMENDMENT TO ASSIGNMENT OF OPTION TO PURCHASE
(PARTIAL ASSIGNMENT OF GROUND LEASE)**

THIS FIRST AMENDMENT TO ASSIGNMENT OF OPTION TO PURCHASE (PARTIAL ASSIGNMENT OF GROUND LEASE) (the “Amendment”) is made effective as of the 1st day of March, 2023 by MS Joint Venture, a South Carolina Joint Venture (the “Assignee”) and the City of Columbia (the “Assignor”).

WHEREAS, pursuant to the certain Assignment of Option to Purchase (Partial Assignment of Ground Lease) dated December 13, 2022 (the “Assignment”), the Assignee assigned to the Assignor the Assigned Option (as defined in the Assignment); and

WHEREAS, the Assignee and Assignor now desire to have the Assignee close on the acquisition of the property (the “Property”) pursuant to the Assigned Option and that certain Contract of Purchase and Sale between the Assignee and Mari Arnot dated February 27, 2023 (the “Contract”) which evidences the Assigned Option as executed and agreed, all subject to the provisions of this Amendment.

NOW THEREFORE in consideration of Ten Dollars (\$10.00) and other valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Assignor and Assignee do hereby agree as follows:

1. **Acquisition.** The Assignee shall close the acquisition of the property as provided in the Assigned Option and the Contract on or before March 3, 2023. The Assignor shall have the right to review and approve all closing documents, terms and conditions prior to such closing.

2. **Conveyance to Assignor.** Subject to the approval of the City Council of the Assignor, the Assignee shall convey the Property to the Assignor for a purchase price of \$353,230 (of which \$5,000 was previously paid to Assignee as a deposit hereunder), plus payment equal to \$9,888.12 representing four months of rent on the Property. The Property shall be conveyed in the same condition as when acquired by the Assignee and free and clear of all encumbrances and liens not of record as of the date of acquisition of the Property by the Assignee. The Assignor shall pay for all deed transfer taxes and deed recording fees. The conveyance of the Property from the Assignee to the Assignor shall be by limited warranty deed and other documents similar to those provided in Assignee’s acquisition of the Property. Closing of the acquisition of the Property by the Assignor shall occur on or before March 31, 2023.

3. **Condition/Use of Property By Assignee.** During the period of ownership of the Property by the Assignee, the Assignee shall not

- (a) make any alterations or improvements or demolition of any part of the Property,
- (b) convey or contract to convey the Property or any part or interest therein to any person or party other than the Assignor,
- (c) allow any other persons to occupy or possess the Property,
- (d) encumber or place any lien or mortgage on the Property, and

(e) remove any items of property from the Property.

5. **Default; Remedies.** If the Assignee breaches any provision or term of this Amendment or the Agreement, Assignee shall be in default hereunder and the Assignor shall have all remedies at law and in equity against Assignee.

6. **Bankruptcy Provisions.** Assignee agrees and acknowledges that in the event of a bankruptcy by the Assignee or any partner of the Assignee, it is agreed that any rejection of this Amendment and the Assignment would be in bad faith and would not be in the reasonable business judgment of the Assignee as debtor. Assignee agrees in the event of a bankruptcy, the Assignee will move the court for a private sale of the Property immediately after commencement of the bankruptcy case.

7. **Binding Effect.** This Amendment and the Assignment shall be binding on the parties hereto, their respective successors and permitted assigns.

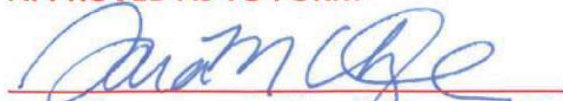
8. **Assignment.** This Amendment and the Agreement shall not be assigned or transferred by either party without the prior written consent of the other party.

9. **Governing Law.** This Amendment and the Agreement shall be governed by the laws of the State of South Carolina.

10. **Counterparts.** This Amendment may be executed in multiple counterparts which shall together constitute an original instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment effective as of the date first above written.

APPROVED AS TO FORM



Legal Department City of Columbia, SC

3/3/2023

ASSIGNOR:

City of Columbia

By: _____

Name: _____

Its: _____

ASSIGNEE:

MS JOINT VENTURE

By: _____

David Loy

Its _____



We Are Columbia

MEETING DATE: March 7, 2023

DEPARTMENT: City Clerk

FROM: *Erika Hammond, City Clerk*

SUBJECT: Discussion of matters relating to the proposed location, expansion, or provision of services encouraging location or expansion of industries or other businesses in the area served by the public body pursuant to §30-4-70(a)(5)

FUNDING SOURCE & ORIGINAL BUDGET:

PURPOSE:
Project Tango
Project Connect