



COLUMBIA CITY COUNCIL MEETING AGENDA TUESDAY, APRIL 7, 2020

The Columbia City Council will conduct a Virtual Meeting on Tuesday, April 7, 2020 at 2:00 p.m. using Video Conferencing Technology. The Virtual Meeting will be streamed online at www.columbiasc.gov or www.youtube.com/user/ColumbiaSCGovernment. For additional meeting information, visit www.columbiacitysc.igmp2.com. You may also register at this site to post comments about items on the agenda. Comments posted about specific agenda items will be read during the Public Comment segment of the meeting. For questions regarding the meeting portal, please contact the Office of the City Clerk at (803)545-3043 or cityclerk@columbiasc.gov.

The Honorable Mayor Stephen K. Benjamin

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

The Honorable Howard E. Duvall, Jr., At-Large ▪ The Honorable Edward H. McDowell, Jr., District II

The Honorable Daniel J. Rickenmann, District IV ▪ The Honorable William Brennan, District III

COUNCIL MEETING - 2:00 P.M.

CALL TO ORDER

INVOCATION

ADOPTION OF THE AGENDA

CONSENT AGENDA ITEMS 1 THROUGH 6

1. Council is asked to approve the purchase of the AVaiLWeb and Hardware Warranty for Vehicle Locator Services, as requested by the Columbia Police Department. Award to Utility Associates in the amount of \$73,738.08. The vendor is located in Decatur, GA.

Funding Source: Police Administrative Services - Maintenance & Service Contract (1012402-638200). The original budgeted amount is \$74,000.

2. Council is asked to approve a Professional Services sole source agreement for a consultant to provide a Municipal Complex Building Condition Report, as requested by the Support Services Division. Award to Pond & Company, as a Sole Source in the amount of \$90,235.00. Pond & Company's headquarters is located in Peachtree Corners, GA and the company maintains a local office in Columbia, SC.

Funding Source: General Capital Projects/ Capital Projects (4039999-658650); Washington Sq-Customer Care/Capital Projects (CP105904-658650). The original budgeted amount is \$90,235.00.



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3. Council is asked to ratify the approval of a Professional Services Agreement for Emergency Use Authorization COVID-19 Testing, subject to City established protocol. Award to Precision Genetics in the amount of \$153,000.00. This firm is located in Greenville, SC.

Funding Source: General Fund COVID-19 Emergency Reserves

4. Council is asked to approve a Contract for Project WM4524; Water Maintenance Utility Cut Repairs (Water District 2) as requested by Columbia Water. Award to Carolina Tap & Bore, Inc. in an amount not to exceed \$803,568.00, which includes contingency. This firm is located in West Columbia, SC.

Funding Source: Engineering Water & Sewer Improvements (5516220-WM452401-658500). The original budget amount is \$877,807.13.

This is a Mentor Protégé Program project. Carolina Tap & Bore, Inc., a Local Business Enterprise of West Columbia, SC, is the Mentor and will be performing utility cut repairs at 77% (\$515,240.00) of the total contract value. LG Utilities, LLC, a Woman Business Enterprise and a Local Business Enterprise of Lugoff, SC, is the Protégé and will be performing utility cut repairs at 21% (\$141,000.00) of the total contract value.

The following suppliers will be providing additional materials/supplies:

Sloan Construction of Duncan, SC will be providing materials at 1% (\$6,700.00) of the total contract value.

Martin Marietta of Cayce, SC will be providing materials at 1% (\$6,700.00) of the total contract value.

5. Council is asked to approve a Contract for Project WM4523; Water Maintenance Utility Cut Repairs (Water Districts 1 & 3) as requested by Columbia Water. Award to Carolina Tap & Bore, Inc. in an amount not to exceed \$1,011,300.00 which includes contingency. This firm is located in West Columbia, SC.

Funding Source: Engineering Water & Sewer Improvements (5516220-WM452301-658500). The original budget amount is \$1,103,289.00.

This is a Mentor Protégé Program project. Carolina Tap & Bore, Inc., a Local Business Enterprise of Columbia, SC, is the Mentor and will be performing utility cut repairs at 77% (\$648,350.00) of the total contract value. LG Utilities, LLC, a Minority Business Enterprise (Woman) and a Local Business Enterprise of Lugoff, SC, is the Protégé and will be performing utility cut repairs at 21% (\$177,000.00) of the total contract value.



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The following suppliers will be providing additional material/supplies:

Sloan Construction of Duncan, SC will be providing materials at 1% (\$8,700.00) of the total contract value.

Martin Marietta of Cayce, SC will be providing materials at 1% (\$8,700.00) of the total contract value.

6. Council is asked to approve a Contract for Project WM4525; Water Maintenance Utility Cut Repairs (Water District 4) as requested by Columbia Water. Award to Carolina Tap & Bore, Inc. in an amount not to exceed \$1,034,148.00, which includes contingency. This firm is located in West Columbia, SC.

Funding Source: Engineering Water & Sewer Improvements (5516220-WM452501-658500). The original budget amount is \$1,124,765.40.

This is a Mentor Protégé Program project. Carolina Tap & Bore, Inc., a Local Business Enterprise of West Columbia, SC, is the Mentor and will be performing utility cut repairs at 77% (\$663,415.00) of the total contract value. LG Utilities, LLC, a Woman Business Enterprise and a Local Business Enterprise of Lugoff, SC, is the Protégé and will be performing utility cut repairs at 21% (\$180,975.00) of the total contract value.

The following suppliers will be providing additional materials/supplies:

Sloan Construction of Duncan, SC will be providing materials at 1% (\$8,700.00) of the total contract value.

Martin Marietta of Cayce, SC will be providing materials at 1% (\$8,700.00) of the total contract value.

ORDINANCE - FIRST READING

7. Ordinance No.: 2020-035 Amending Ordinance 2019-078 to Amend the Budget for the City of Columbia, South Carolina, for the Fiscal Year ending June 30, 2020

RESOLUTION

8. Resolution No.: R-2020-051 Ratifying and Approving the Adoption of "A Resilient Columbia: Economic Sustainability Plan"

PUBLIC COMMENTS



We Are Columbia

**COLUMBIA CITY COUNCIL MEETING AGENDA
TUESDAY, APRIL 7, 2020**

EXECUTIVE SESSION

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

Legal advice pertaining to COVID-19 and City Operations

ADJOURNMENT



We Are Columbia

MEETING DATE: April 7, 2020

DEPARTMENT: Procurement and Contracts

FROM: Sandra Wright, Purchasing Agent

SUBJECT: Council is asked to approve the purchase of the AVaiLWeb and Hardware Warranty for Vehicle Locator Services, as requested by the Columbia Police Department. Award to Utility Associates in the amount of \$73,738.08. The vendor is located in Decatur, GA.

REQUISITION NO.: R203970

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: Police Administrative Services - Maintenance & Service Contract (1012402-638200). The original budgeted amount is \$74,000.

CLEAN WATER 2020?: No

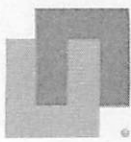
FOCUS AREAS: Economic Prosperity - Endless Possibilities

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: (7) Procurement of information technology.

ATTACHMENTS:

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



UTILITY

Utility

Utility Associates Inc
250 East Ponce De Leon Avenue
Suite 700
Decatur GA 30030
(800) 597-4707
www.utility.com

Bill To

Frieda Bates
AccountsPayable@columbiasc.gov
Christina.williams@columbiasc.gov

Ship To

Frieda Bates
City of Columbia/IT
1136 Washington Street
2nd Floor, Suite 202/204
Columbia SC 29204

INVOICE

1.a

Date 1/31/2020
Invoice # 29845
Customer Columbia SC Police
Terms Net 30
Due Date 3/1/2020
PO # Renewal
Sales Rep Renewal
Created From Sales Order #18180
Disc. Amt.
Shipping Method
Tracking #
Ship Date 1/31/2020

Item	Description	Qty Shipped	Qty Ordered	Back Ordered	Price Each	Amount
SS-G-101	Remote Configuration Management (RCM), AVAILWeb and Hardware Warranty, Limited Software Support - 1 year (4/1/2020 to 3/31/2021)	127	127	0	338.00	42,926.00
RIOT-UP-3001	AVAIL Web and SmartRedaction SaaS for Rocket IoT Interview Room - Including Training and Configuration, Warranty and Technical Support with Unlimited Video Storage and Download for 1 Year (4/1/2020 to 3/31/2021)	27	27	0	360.00	9,720.00
RIOT-UP-3001	AVAIL Web and SmartRedaction SaaS for Rocket IoT Interview Room - Including Training and Configuration, Warranty and Technical Support with Unlimited Video Storage and Download for 1 Year (8/1/2020 to 3/31/2021)	27	27	0	240.00	6,480.00
RIOT-UP-3001	AVAIL Web and SmartRedaction SaaS for Rocket IoT Interview Room - Including Training and Configuration, Warranty and Technical Support with Unlimited Video Storage and Download for 1 Year (11/1/2020 to 3/31/2021)	61	61	0	150.00	9,150.00
	For inquiries, please use the following contact info: ~New Orders - orders@utility.com ~Existing Orders - insidesales@utility.com ~Accounting - accounting@utility.com Any other questions may be directed to 404-816-0300 Wiring Instructions: PNC Bank, N.A. East Brunswick, NJ ABA #031207607 Utility Associates, Inc. Account #8026405918					

Total 68,276.00
Amount Due \$68,276.00



We Are Columbia

MEETING DATE: April 7, 2020

DEPARTMENT: Procurement and Contracts

FROM: *Sandra Wright, Purchasing Agent*

SUBJECT: Council is asked to approve a Professional Services sole source agreement for a consultant to provide a Municipal Complex Building Condition Report, as requested by the Support Services Division. Award to Pond & Company, as a Sole Source in the amount of \$90,235.00. Pond & Company's headquarters is located in Peachtree Corners, GA and the company maintains a local office in Columbia, SC.

REQUISITION NO.: R190421

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: General Capital Projects/ Capital Projects (4039999-658650); Washington Sq-Customer Care/Capital Projects (CP105904-658650). The original budgeted amount is \$90,235.00.

CLEAN WATER 2020?: No

FOCUS AREAS: Innovative & High Quality Municipal Services

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

ATTACHMENTS:

- **#a:** Pond Company_Legal Approved SSA_R190421 (PDF)

SOLE SOURCE AGREEMENT FOR PROVISION OF SERVICES

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

1. Scope and Schedule of Services. The Contractor will provide the services described in Exhibit B, attached hereto. The Contractor shall be responsible for obtaining any approvals, permits and/or licenses, including a City business license, as may be required of the Contractor in performing the services required under this AGREEMENT. The Contractor shall be responsible for any costs relating to same. The Contractor shall complete all services under this AGREEMENT within the timeframes set forth in Exhibit B.

2. Term and Option to Renew. The term of this AGREEMENT is effective as of the latter date of the execution of this AGREEMENT as shown by the signatures of the parties below; upon issuance of a Notice to Proceed; receipt of a valid Purchase Order from the City of Columbia; proof of insurance required under section 7 below; and approval of the City Council, if applicable. This agreement is valid through June 30, 2020. An option to renew or continue purchasing goods for an additional one-year period may be authorized at the mutual pleasure and discretion of both parties. However, neither party shall be under any obligation to agree to an extension of the initial term or any additional term.

3. Supplemental or Additional Services. The Parties may agree that Contractor perform Additional or Supplemental services as authorized by a City purchase order. Contractor must obtain written approval from the City for any Supplemental or Additional Services prior to the service being performed. If the Contractor fails to obtain prior written approval to perform the Supplemental or Additional Services, the City is under no obligation to compensate the Contractor for services performed.

4. Additional Terms and Conditions. The following terms and conditions within the City's General Purchase Order Terms and Conditions, found at <https://www.columbiasc.gov/procurement-contracts/rules-regulations>, are incorporated by reference herein as part of this AGREEMENT: Assignment, Breach/Waiver; Contractor Personnel; Contractor's Use of City Property; Contractor's Obligation – General; Drug Free Work Place Certification; Ethics; Facilities; Force Majeure; Indemnification (City of Columbia, SC); Invoicing & Payment; Licenses; Permits and Taxes (City of Columbia, SC); Modification; Non-Discrimination in Contracting Policy; No Indemnity or Defense; Payment & Interest; Patents & Royalties; Price Adjustments; Publicity; SC Illegal Immigration Reform Act (State Law); Severability; Successorship; State Law Applicable; Whole Agreement; and Other Applicable Terms and Conditions.

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

6. Compensation. The total compensation paid by the City to Contractor under this AGREEMENT shall not exceed Ninety Thousand, Two Hundred Thirty-Five dollars and No/100, (\$90,235) unless authorized by the City under Section 2 of this AGREEMENT. The Contractor shall submit an invoice for services rendered. Each invoice submitted must describe the services for which payment is requested, show payment calculations and specify the person(s) rendering such service(s). The invoice shall bear the signature of the Contractor, which signature shall certify that the information contained in the invoice is true and accurate and that the invoice amount is currently due and owing. The City will not pay interest or penalty on any past due amount.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CITY OF COLUMBIA, SOUTH CAROLINA

By: _____

Witness

By: _____

Title: City Manager

Date: _____

APPROVED AS TO FORM

 4/2/2020
 Legal Department City of Columbia, SC

Pond & Company

By: _____

Witness

By: _____

Title: _____

Date: _____

RECOMMENDED BY: _____

RECOMMENDED BY: _____
Sandra A. Wright, CPPB, Purchasing Agent

Requisition # R190421JUSTIFICATION FOR
SOLE SOURCE PROCUREMENT

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

This Department proposes to procure for the Support Services Division,
(1)

(2)
Professional Services for Municipal Complex report.

as a sole source procurement from Pond & Company
(3)

based upon the following justifications
(4)

Curt Davls & Associates previously worked on Municipal Complex study for City of Columbia.

Pond & Co now has all the Information needed to assess and provide building condition report to City of Columbia as part of our due dillgence to purchase this facility.

This sole source is valid through June 30, 2020

Amount \$ 90,235.00

Support Services

Department

Signature of Department Head

Date

Signature of Purchasing Agent

Date

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

Signature of Finance Director

Date

Signature of Asst. City Manager

Date

Signature of City Manager

Date

APPROVED AS TO FORM

Legal Department City of Columbia, SC

4/2/2020

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

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

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



1301 Gervais Street, Suite 1300
Columbia, SC 29201

T: 803.799.6502 | F: 803.799.2014
www.pondco.com

Exhibit B

March 13, 2020

Mr. Kelvin Keisler
City of Columbia
1924 Calhoun Street
Columbia, SC 29201

Pond Project #1190024

City Municipal Complex

STATEMENT OF PURPOSE:

The City of Columbia (**City**) has requested that Pond & Company (**Pond**) provide investigative services to study the suitability of the City purchasing 1401 Main Street and relocating Municipal functions to the building. The existing building is a 12-story building with a small basement, with a total floor area of 199,846 SF.

SERVICES/SCOPE:

Pond and its consultants shall provide an analysis of the following aspects of the building. The deliverables will be architectural and engineering narratives with a summary of existing conditions, recommendations for improvements and an opinion of probable cost.

1. Pond will study the replacement and/ or refurbishment of the existing façade including replacing the glazing, refurbishing and/ or painting the metal panels, new Main Street entrance/patch existing and replacing roofing. Pond will provide a narrative that includes recommendations for these improvements and preliminary product information to be used for a basis of design.
2. Pond will visually assess the current condition of the roof and associated flashings. Pond will provide a recommendation for repair and/ or replacement of the roofing system. No destructive testing is expected or included in the roofing study.
3. Pond will perform a basic code and life safety analysis based upon the 2018 IEBC and IBC. The analysis will include ADA accessibility, plumbing counts, paths of egress and fire ratings. Deficiencies will be noted with a recommendation for improvements.
4. Buford Goff & Associates as a subconsultant to Pond will provide a visual review of the existing HVAC, plumbing, fire protection and electrical systems based on existing drawings, visual observations and sampling of certain floors. The report will include a general description of each system.
 - a. Where upgrades or changes are recommended, costs will be identified.
 - b. The mechanical, plumbing, fire protection and electrical engineers will review floors 1, 5 and 7 as well as the other spaces throughout the building as indicated in the scope for each discipline.

Architects
Engineers
Planners
Constructors

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- c. If plans and reports of existing conditions are to be provided by the Owner, they should be provided prior to field investigations to minimize additional return trips to the building.
- d. Owner to provide assistance for each discipline to access spaces required. We estimate we will need help with access for 4 hours for each one of the disciplines.
- e. Plumbing
 - 1. Review of the following:
 - a. Existing plumbing drawings if available.
 - b. Existing plumbing service reports for the past 24 months if available.
 - c. Condition of existing plumbing fixtures in public areas (not individual restrooms or break rooms).
 - d. Condition of roof drainage on the roof.
 - e. Conditions of the existing water heaters where available in existing equipment rooms or plumbing rooms.
 - 2. Recommendations of the following:
 - a. Fixture upgrades if warranted.
 - b. Water heater upgrades if warranted.
 - c. Other upgrades recommended.
 - d. Estimated life expectancy.
 - 3. Not included in scope:
 - a. Handicap accessibility (covered in Architectural Services)
 - b. Concealed/below slab conditions.
 - c. Condition of piping systems.
- f. Fire Protection (Sprinklers)
 - 1. Review of the following:
 - a. Existing fire protection plans if available.
 - b. Existing fire pump test reports.
 - c. Condition of existing fire protection system that can be observed from floor level.
 - 2. Recommendations of the following
 - a. Fire pump, controllers, standpipes and sprinkler upgrades if warranted.
 - b. Other upgrades recommended.
 - c. Estimated life expectancy of existing equipment where the age is known.
 - 3. Not included in scope:
 - a. Concealed conditions.
 - b. Destruction or obstruction reviews.
- g. Mechanical (HVAC)
 - 1. Review of the following:
 - a. Existing mechanical drawings if available.

- b. Existing mechanical service reports for the past 24 months if available.
 - c. Existing building automation control drawings if available.
 - d. Condition of existing mechanical air handlers, pumps, cooling towers, and related equipment.
 - e. Condition of air distribution where exposed (mechanical rooms, etc.).
 - 2. Recommendations of the following:
 - a. Mechanical equipment upgrades if warranted.
 - b. Other upgrades recommended.
 - c. Estimated life expectancy of existing equipment where the age is known.
 - 3. Not included in scope:
 - a. System evaluation which would require testing such as airflow test and balance, load calculations, stair pressurization, or detailed engineering analysis.
 - b. Concealed conditions.
 - c. Condition of piping systems unless they can be observed.
- h. Electrical
 - 1. Review of the following:
 - a. Existing electrical drawings if available.
 - b. Visual review of existing lighting, electrical, and fire alarm systems.
 - c. Visual review of existing generator(s) located on site.
 - a. There are (2) tenants in the building that have their own generators. One is Dominion and the other is Windstream. They both will be staying on as tenants but should they leave the engineers will identify the potential these generators could have in the future to power City operations.
 - d. Review of individual electrical panels on each floor and assess their condition.
 - 2. Recommendations of the following:
 - a. Lighting and electrical equipment upgrades if warranted.
 - b. Estimated life expectancy of existing equipment where the age is known.
- i. General Engineering Exclusions
 - 1. This study is not intended to provide a detailed description of system capacities unless specifically stated.
 - 2. Concealed conditions above ceilings, in walls, and below slabs are not addressed.

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 Municipal Complex
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3. No evaluation of asbestos (ACM's), lead paint, lead piping solder, and other hazardous materials, if any, are not investigated. (Covered under ABS scope)
4. No utilities outside the building are evaluated in the M/P/E/FP scope.
5. No structural or civil evaluation is included as part of this scope.
5. ABS Environmental as a subconsultant to Pond will perform hazardous materials testing.
 - a. The asbestos survey will be performed in accordance with 40 CFR 763.86 as amended and South Carolina Department of Health and Environmental Control Regulation 61-86.1 Effective May 27, 2011. Suspect ACBM will be sampled and delivered to an accredited laboratory for analysis utilizing Polarized Light Microscopy (PLM). Negative results for non-friable organically bound materials will be verified with at least one TEM analysis from each homogeneous material. Vinyl flooring, carpet, and vinyl cove base will be documented on the report as suspect materials, but samples will not be collected of these materials unless instructed to do so in writing.
 - b. A non-destructive Environmental Protection Agency (EPA) Lead Renovation, Repair and Painting Program (RRP) style lead-based paint survey will be performed for the interior of the building. A Niton Model XLp 300 X-Ray Fluorescence Spectrometer (XRF) will be used to perform the lead-based paint survey.

OWNER PROVIDED SERVICES:

1. CAD plans of the existing buildings.
2. Existing plans including systems, renovations and uplifts.
3. Access to the facility.

DELIVERABLES:

1. A PDF of architectural and engineering narratives with a summary of existing conditions, recommendations for improvements and an opinion of probable cost.

CLARIFICATIONS:

1. No seismic analysis or structural analysis is provided.
2. No building envelop analysis is provided as to the glazing system failure or water intrusion issues.
3. No tenant specific issues are to be addressed.
4. No site issues or civil engineering analysis is included. No parking adjacencies or parking counts are included.
5. No zoning issues or investigation issues are included.
6. All assessments shall be made from visual observations.
7. No financial analysis including potential leasing income
8. No study of building signage is included
9. No assessment of current tenant furniture, fixtures or equipment or building security systems

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10. No Boma measurements and or measurements and documentation of the current interior tenant layouts
11. Pond will present the final narratives at 1 meeting to City of Columbia staff and 1 meeting to City Council.

SCHEDULE:

1. A draft report will be available within 6 weeks of NTP
2. Upon receipt of comments from City Staff Pond will deliver the final report and opinion of probable cost within 2 weeks.

FEES:

The lump sum fees for services outlined above shall be as follows:

Architectural and PM services provided by Pond:	\$ 24,500.00
Engineering services provided by Buford Goff :	\$ 19,910.00
Hazardous materials testing provided by ABS:	\$ 23,750.00
Cost estimating services provided by LCK:	\$ 21,725.00

REIMBURSABLES:

All reimbursables will be billed as a reimbursable at a rate of 1.1.

NTE \$ 350.00

CONTRACTUAL CLARIFICATIONS:

It is our understanding that these services will be incorporated into the existing contract between the City of Columbia and Pond by means of an amendment. If the City choses to move forward with the purchase of 1401 Main and the consolidation of City offices into that facility, Pond will be engaged by the City to provide further Architectural and Engineering services for the renovations and upfits. At that time, Pond will provide a proposal letter as directed by the City. Upon execution of this amendment the previous contract services are agreed to be concluded and Pond will bill for the remaining contract amount for services rendered.

Thank you for the opportunity to submit this proposal. Please feel free to contact us if you have any questions or concerns. We look forward to continuing working with you on this exciting project.

Respectfully submitted,

Pond



Luke McCary, AIA, NCARB, LEED® AP
 Director of Architecture | Columbia



We Are Columbia

MEETING DATE: April 7, 2020

DEPARTMENT: City Clerk

FROM: *Erika Hammond, City Clerk*

SUBJECT: Council is asked to ratify the approval of a Professional Services Agreement for Emergency Use Authorization COVID-19 Testing, subject to City established protocol. Award to Precision Genetics in the amount of \$153,000.00. This firm is located in Greenville, SC.

**FUNDING SOURCE &
ORIGINAL BUDGET:**

FOCUS AREAS: Innovative & High Quality Municipal Services

PURPOSE:

Funding Source: General Fund COVID-19 Emergency Reserves

ATTACHMENTS:

- **#a:** Precision Genetics PSA (PDF)

Professional Services Agreement

This Professional Service Agreement (the "Agreement"), is made as of the 26th day of March, 2020 (the "Effective Date"), by and between the Precision Genetics (the "Professional") and the City of Columbia (the "City") (collectively the "Parties") to comply with privacy standards adopted by the U.S. Department of Health and Human Services as they may be amended from time to time, 45 C.F.R. parts 160 and 164 ("the Privacy Rule") and security standards adopted by the U.S. Department of Health and Human Services as they may be amended from time to time, 45 C.F.R. parts 160, 162 and 164, subpart C ("the Security Rule"), and the Health Information Technology for Economic and Clinical Health (HITECH) Act, Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009 and regulations promulgated there under and any applicable state confidentiality laws.

RECITALS

WHEREAS, Professional provides **Emergency Use Authorization (EUA) COVID19 Testing** to or on behalf of City;

WHEREAS, in connection with these services, City discloses to the Professional certain protected health information that is subject to protection under the HIPAA Rules; and

WHEREAS, the HIPAA Rules require that City receive adequate assurances that the Professional will comply with certain obligations with respect to the PHI received in the course of providing services to or on behalf of City.

NOW THEREFORE, in consideration of the mutual promises and covenants herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

- A. Definitions. Terms used herein, but not otherwise defined, shall have meaning ascribed by the Privacy Rule and the Security Rule.
1. Breach. "Breach" shall have the same meaning as the term "breach" in 45 C.F.R. §164.502.
 2. Professional. "Professional" shall mean **Precision Genetics, Inc.**
 3. City. "City" shall mean **City of Columbia, SC**
 4. Designated Record Set. "Designated Record Set" shall mean a group of records maintained by or for a City that is: (i) the medical records and billing records about Individuals maintained by or for a covered health care provider; (ii) the enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or (iii) used, in whole or in part, by or for the City to make decisions about Individuals. For purposes of this definition, the term

“record” means any item, collection, or grouping of information that includes protected health information and is maintained, collected, used, or disseminated by or for a City.

5. HIPAA Rules. The Privacy Security Breach Notification, and Enforcement Rules and amendments codified and promulgated by the HITECH Act are referred to collectively herein as “HIPAA Rules.”
 6. Individual. “Individual” shall mean the person who is the subject of the protected health information.
 7. Protected Health Information (“PHI”). “Protected Health Information” or PHI shall have the same meaning as the term “protected health information” in 45 C.F.R. §160.103, limited to the information created, received, maintained or transmitted by Professional from or on behalf of City pursuant to this Agreement.
 8. Required by Law. “Required by Law” shall mean a mandate contained in law that compels a use or disclosure of PHI.
 9. Secretary. “Secretary” shall mean the Secretary of the Department of Health and Human Services or his or her Designee.
 10. Sensitive Personal Information. “Sensitive Personal Information” shall mean an individual’s first name or first initial and last name in combination with any one or more of the following items, if the name and the items are not encrypted: a) social security number; driver’s license number or government-issued identification number; or account number or credit or debit card number in combination with any required security code, access code, or password that would permit access to an individual’s financial account; or b) information that identifies an individual and relates to: the physical or mental health or condition of the individual; the provision of health care to the individual; or payment for the provision of health care to the individual.
 11. Subcontractor. “Subcontractor” shall have the same meaning as the term “subcontractor” in 45 C.F.R. §160.103.
 12. Unsecured PHI. “Unsecured PHI” shall mean PHI that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary in the guidance issued under section 13402(h)(2) of Public Law 111-5.
- B. Purposes for which PHI May Be Disclosed to Professional. In connection with the services provided by Professional to or on behalf of City described in this Agreement, City may disclose PHI to Professional for the purposes of producing Covid19 reports, establishing or optimizing the report pipeline to generate reports, obtaining reimbursement for performed tests associated with the reports, and to support any patient/physician-related issues or questions pertaining to the reports.

C. Obligations of City. If deemed applicable by City, City shall:

1. provide Professional with any changes in, or revocation of, authorizations by Individuals relating to the use and/or disclosure of PHI, if such changes affect Professional's permitted or required uses and/or disclosures;
2. notify Professional of any restriction to the use and/or disclosure of PHI to which City has agreed in accordance with 45 C.F.R. 164.522, to the extent that such restriction may affect Professional's use or disclosure of PHI; and
3. not request Professional to use or disclose PHI in any manner that would not be permissible under the Privacy rule if done by the City;

D. Obligations of Professional. Professional agrees to comply with applicable federal and state confidentiality and security laws, specifically the provisions of the HIPAA Rules applicable to Professionals, including:

1. Use and Disclosure of PHI. Except as otherwise permitted by this Agreement or applicable law, Professional shall not use or disclose PHI except as necessary to provide services described above to or on behalf of City, and shall not use or disclose PHI that would violate the HIPAA Rules if used or disclosed by City. Professional may use and disclose PHI as necessary for the proper management and administration of Professional, or to carry out its legal responsibilities. Professional shall in such cases:
 - (a) provide information and training to members of its workforce using or disclosing PHI regarding the confidentiality requirements of the HIPAA Rules and this Agreement;
 - (b) obtain reasonable assurances from the person or entity to whom the PHI is disclosed that: (a) the PHI will be held confidential and further used and disclosed only as Required by Law or for the purpose for which it was disclosed to the person or entity; and (b) the person or entity will notify Professional of any instances of which it is aware in which confidentiality of the PHI has been breached; and
 - (c) agree to notify the designated Privacy Officer of City in writing, within five (5) days of discovery, of any instances of which it is aware in which the PHI is used or disclosed for a purpose that is not otherwise provided for in this Agreement or for a purpose not expressly permitted by the HIPAA Rules.
2. Data Aggregation. In the event that Professional works for more than one Covered Entity, Professional is permitted to use and disclose PHI for data aggregation purposes, however, only in order to analyze data for permitted health care operations, and only to the extent that such use is permitted under the HIPAA Rules.

3. De-identified Information. Subject to Section E of this Agreement, Professional may use and disclose de-identified health information if written approval from the City is obtained, and the PHI is de-identified in compliance with the HIPAA Rules.
4. Safeguards (Security Provisions).
 - (a) Professional shall maintain appropriate safeguards to ensure that PHI is not used or disclosed other than as provided by this Agreement or as required by Law. Professional shall implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of any paper or electronic PHI it creates, receives, maintains, or transmits on behalf of City.
 - (b) Professional shall assure that all PHI be secured when accessed by Professional's employees, agents or subcontractor. Any access to PHI by Professional's employees, agents or subcontractors shall be limited to legitimate business needs while working with PHI. Any personnel changes by Professional, eliminating the legitimate business needs for employees, agents or contractors access to PHI – either by revision of duties or termination – shall be immediately reported to City. Such reporting shall be made no later than the third business day after the personnel change becomes effective.
5. Minimum Necessary. Professional shall ensure that all uses and disclosures of PHI are subject to the principle of “minimum necessary use and disclosure,” i.e., that only PHI that is the minimum necessary to accomplish the intended purpose of the use, disclosure, or request is used or disclosed; and, the use of limited data sets when possible.
6. Disclosure to Agents and Subcontractors. If Professional discloses PHI received from City, or created or received by Professional on behalf of City, to agents, including a subcontractor, Professional shall require the agent or subcontractor to agree to the same restrictions and conditions as apply to Professional under this Agreement. Professional shall ensure that any agent, including a subcontractor, agrees to implement reasonable and appropriate safeguards to protect the confidentiality, integrity, and availability of the paper or electronic PHI that it creates, receives, maintains, or transmits on behalf of the City. Professional shall be liable to City for any acts, failures or omissions of the agent or subcontractor in providing the services as if they were Professional's own acts, failures or omissions, to the extent permitted by law. Professional further expressly warrants that its agents or subcontractors will be specifically advised of, and will comply in all respects with, the terms of this Agreement.
7. Individual Rights Regarding Designated Record Sets. If Professional maintains a Designated Record Set on behalf of City Professional agrees as follows:

- (a) Individual Right to Copy or Inspection. Professional agrees that if it maintains a Designated Record Set for City that is not maintained by City, it will permit an Individual to inspect or copy PHI about the Individual in that set as directed by City to meet the requirements of 45 C.F.R. § 164.524. If the PHI is in electronic format, the Individual shall have a right to obtain a copy of such information in electronic format and, if the Individual chooses, to direct that an electronic copy be transmitted directly to an entity or person designated by the individual in accordance with (c) 45 C.F.R. § 164.524. Under the Privacy Rule, City is required to take action on such requests as soon as possible, but not later than 30 days following receipt of the request. Professional agrees to make reasonable efforts to assist City in meeting this deadline. The information shall be provided in the form or format requested if it is readily producible in such form or format; or in summary, if the Individual has agreed in advance to accept the information in summary form. A reasonable, cost-based fee for copying health information may be charged. If City maintains the requested records, City, rather than Professional shall permit access according to its policies and procedures implementing the Privacy Rule.
- (b) Individual Right to Amendment. Professional agrees, if it maintains PHI in a Designated Record Set, to make amendments to PHI at the request and direction of City pursuant to 45 C.F.R. §164.526. If Professional maintains a record in a Designated Record Set that is not also maintained by City, Professional agrees that it will accommodate an Individual's request to amend PHI only in conjunction with a determination by City that the amendment is appropriate according to 45 C.F.R. §164.526.
- (c) Accounting of Disclosures. Professional agrees to maintain documentation of the information required to provide an accounting of disclosures of PHI, whether PHI is paper or electronic format, in accordance with 45 C.F.R. §164.528 and HITECH Sub Title D Title VI Section 13405 (c), and to make this information available to City upon City's request, in order to allow City to respond to an Individual's request for accounting of disclosures. Under the Privacy Rule, City is required to take action on such requests as soon as possible but not later than 60 days following receipt of the request. Professional agrees to use its best efforts to assist City in meeting this deadline but not later than 45 days following receipt of the request. Such accounting must be provided without cost to the individual or City if it is the first accounting requested by an individual within any 12 month period; however, a reasonable, cost-based fee may be charged for subsequent accountings if Professional informs the individual in advance of the fee and is afforded an opportunity to withdraw or modify the request. Such accounting is limited to disclosures that were made in the six (6) years prior to the request (or three (3) years for disclosures for treatment, payment or health care operations from electronic health records) and shall be provided for as long as Professional maintains the PHI.

8. Internal Practices, Policies and Procedures. Except as otherwise specified herein, Professional shall make available its internal practices, policies and procedures relating to the use and disclosure of PHI, received from or on behalf of City to the Secretary or his or her agents for the purpose of determining City's compliance with the HIPAA Rules, or any other health oversight agency, or to City. Records requested that are not protected by an applicable legal privilege will be made available in the time and manner specified by City or the Secretary.
9. Notice of Privacy Practices. Professional shall abide by the limitations of City's Notice of which it has knowledge. Any use or disclosure permitted by this Agreement may be amended by changes to City's Notice; provided, however, that the amended Notice shall not affect permitted uses and disclosures on which Professional relied prior to receiving notice of such amended Notice.
10. Withdrawal of Authorization. If the use or disclosure of PHI in this Agreement is based upon an Individual's specific authorization for the use or disclosure of his or her PHI, and the Individual revokes such authorization, the effective date of such authorization has expired, or such authorization is found to be defective in any manner that renders it invalid, Professional shall, if it has notice of such revocation, expiration, or invalidity, cease the use and disclosure of the Individual's PHI except to the extent it has relied on such use or disclosure, or if an exception under the Privacy Rule expressly applies.
11. Knowledge of HIPAA Rules. Professional agrees to review and understand the HIPAA Rules as it applies to Professional, and to comply with the applicable requirements of the HIPAA Rules, as well as any applicable amendments.
12. Information Breach Notification for PHI. Professional expressly recognizes that City has certain reporting and disclosure obligations to the Secretary and the Individual in case of a security breach of unsecured PHI. Where Professional accesses, maintains, retains, modifies, records, stores, destroys, or otherwise holds, uses or discloses unsecured paper or electronic PHI, Professional immediately following the "discovery" (within the meaning of 45 C.F.R. §164.410(a)) of a breach, security incident, or use or disclosure of PHI in violation of this Agreement, shall notify City of such breach. Initial notification of the breach does not need to be in compliance with 45 C.F.R. §164.404(c); however, Professional must provide City with all information necessary for City to comply with 45 C.F.R. §164.404(c) without reasonable delay, and in no case later than 5 days following the discovery of the breach, security incident, or use or disclosure of PHI in violation of this Agreement. Professional shall be liable for the costs associated with such breach if caused by the Professional's negligent or willful acts or omissions, or the negligent or willful acts or omissions of Professional's agents, officers, employees or subcontractors.
13. Breach Notification to Individuals. Professional's duty to notify City of any breach does not permit Professional to notify those individuals whose PHI has been breached by Professional without the express written permission of City to do so.

Any and all notification to those individuals whose PHI has been breached shall be made under the direction, review and control of City. The Professional will notify the Privacy Officer via telephone with follow-up in writing to include; name of individuals whose PHI was breached, information breached, date of breach, form of breach, etc. The cost of the notification will be paid by the Professional.

14. Information Breach Notification for Other Sensitive Personal Information. In addition to the reporting under Section D.12, Professional shall notify City of any breach of computerized Sensitive Personal Information (as determined pursuant to Title 11, subtitle B, chapter 521, Subchapter A, Section 521.053, Texas Business & Commerce Code) to assure City's compliance with the notification requirements of Title 11, Subtitle B, Chapter 521, Subchapter A, Section 521.053, Texas Business & Commerce Code or section 501.171, Florida Status, as applicable. Accordingly, Professional shall be liable for all costs associated with any breach caused by Professional's negligent or willful acts or omissions, or those negligent or willful acts or omissions of Professional's agents, officers, employees or subcontractors.
 15. Perform Obligations of City. To the extent Professional is to carry out one or more City's obligation(s) under Subpart E of 45 C.F.R. part 164 or other provisions of the HIPAA Rules, Professional agrees to comply with the requirements of Subpart E and the other HIPAA Rules that apply to City in the performance of such obligation(s).
- E. Permitted Uses and Disclosures by Professionals. Except as otherwise limited in this Agreement, Professional may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, City as specified in this Agreement or in an underlining service agreement, provided that such use or disclosure would not violate the HIPAA Rules if done by City or the minimum necessary policies and procedures of the City. Also, Professional may use PHI to report violations of law to appropriate Federal and State authorities, consistent with the HIPAA Rules.
1. Use. Professional will not, and will ensure that its directors, officers, employees, contractors and other agents do not, use PHI other than as permitted or required by Professional to perform the Services or as required by law, but in no event in any manner that would constitute a violation of the Privacy Standards or Security standards if used by City.
 2. Disclosure. Professional will not, and will ensure that its directors, officers, employees, contractors, and other agents do not, disclose PHI other than as permitted pursuant to this arrangement or as required by law, but in no event disclose PHI in any manner that would constitute a violation of the Privacy Standards or Security Standards if disclosed by City.

3. Professional acknowledges and agrees that City owns all right, title, and interest in and to all PHI, and that such right, title, and interest will be vested in City. Neither Professional nor any of its employees, agents, consultants or assigns will have any rights in any of the PHI, except as expressly set forth above. Professional represents, warrants, and covenants that it will not compile and/or distribute analyses to third parties using any PHI without City's express written consent.

F. Application of Security and Privacy Provisions to Professional.

1. **Security Measures.** Sections 164.308, 164.310, 164.312 and 164.316 of Title 45 of the Code of Federal Regulations dealing with the administrative, physical and technical safeguards as well as policies, procedures and documentation requirements that apply to City shall in the same manner apply to Professional. Any additional security requirements contained in Subpart C of C.F.R. Part 164 that apply to City shall also apply to Professional. Pursuant to the foregoing requirements in this section, the Professional will implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the paper or electronic PHI that it creates, has access to, or transmits. Professional will also ensure that any agent, including a subcontractor, to whom it provides such information, agrees to implement reasonable and appropriate safeguards to protect such information. Professional will ensure that PHI contained in portable devices or removable media is encrypted.
2. **Annual Guidance.** For the first year beginning after the date of the enactment of the HITECH Act and annually thereafter, the secretary shall annually issue guidance on the most effective and appropriate technical safeguards for use in carrying out the sections referred to in subsection (a) and the security standards in subpart C of part 164 of title 45, Code of Federal Regulations. Professional shall, at their own cost and effort, monitor the issuance of such guidance and comply accordingly.
3. **Privacy Provisions.** The enhanced HIPAA privacy requirements including but not necessarily limited to accounting for certain PHI disclosures for treatment, restrictions on the sale of PHI, restrictions on marketing and fundraising communications, payment and health care operations contained Subtitle D of the HITECH Act that apply to the City shall equally apply to the Professional.
4. **Application of Civil and Criminal Penalties.** If Professional violates any security or privacy provision specified in subparagraphs (1) and (2) above, sections 1176 and 1177 of the Social Security Act (42 U.S.C. 1320d-5, 1320d-6) shall apply to Professional with respect to such violation in the same manner that such sections apply to City if it violates such provisions.

G. Term and Termination.

1. **Term.** This Agreement shall be effective as of the Effective Date for one calendar year and may be extended for two additional one year terms and shall be terminated when

all PHI provided to Professional by City, or created or received by Professional on behalf of City, is destroyed or returned to City.

2. Termination for Cause. Upon City's knowledge of a material breach by Professional, City shall either:
 - a. Provide an opportunity for Professional to cure the breach or end the violation and terminate this Agreement, whether it is in the form of a stand alone agreement or an addendum to a Professional Services Agreement, if Professional does not cure the breach or end the violation within the time specified by City; or
 - b. Immediately terminate this Agreement whether it is in the form of a stand alone agreement or an addendum to a Professional Services Agreement if Professional has breached a material term of this Agreement and cure is not possible.
3. Effect of Termination. Upon termination of this Agreement for any reason, Professional agrees to return or, with City's prior written permission, destroy all PHI received from City, or created or received by Professional on behalf of City, maintained by Professional in any form. If Professional determines that the return or destruction of PHI is not feasible, Professional shall inform City in writing of the reason thereof, and shall:
 - a. Retain only that PHI which is necessary for Professional to continue its proper management and administration or to carry out its legal responsibilities;
 - b. Return to City or, if agreed to by City, destroy the remaining PHI and Professional still maintains in any form;
 - c. Continue to use appropriate safeguards and comply with Subpart C of 45 C.F.R Part 164 with respect to electronic PHI to prevent use or disclosure of the PHI, other than as provided in this section, for as long as Professional retains the PHI;
 - d. Not use or disclosure the PHI retained by Professional other than for the purpose for which such PHI was retained and subject to the same conditions set out at Section E above under "Permitted Use and Disclosure by Professional which applies prior to termination; and
 - e. Return to City or, if agreed to be City, destroy the PHI retained by Professional when it is no longer needed by Professional for its proper management and administration or to carry out its legal responsibilities.

H. Miscellaneous.

1. **Indemnification.** To the extent permitted by law, and notwithstanding anything in an underlying service agreement to the contrary, Professional agrees to indemnify and hold harmless City from and against all claims, demands, liabilities, judgments or causes of action of any nature for any relief, elements of recovery or damages recognized by law (including, without limitation, attorney's fees, defense costs, and equitable relief), for any damage or loss incurred by City arising out of, resulting from, or attributable to any acts or omissions or other conduct of Professional or its agents in connection with the performance of Professional's or its agents' duties under this Agreement. This indemnity shall apply even if City is alleged to be solely or jointly negligent or otherwise solely or jointly at fault; provided, however, that a trier of fact finds City not to be solely or jointly negligent or otherwise solely or jointly at fault. This indemnity shall not be construed to limit City's rights, if any, to common law indemnity.

City shall have the option, at its sole discretion, to employ attorneys selected by it to defend any such action, the costs and expenses of which shall be the responsibility of Professional. City shall provide Professional with timely notice of the existence of such proceedings and such information, documents and other cooperation as reasonably necessary to assist Professional in establishing a defense to such action.

These indemnities shall survive termination of this Agreement, and City reserves the right, at its option and expense, to participate in the defense of any suit or proceeding through counsel of its own choosing.

2. **Mitigation.** If Professional violates this Agreement or either of the HIPAA Rules, Professional agrees to mitigate any damage caused by such breach.
3. **Rights of Proprietary Information.** City retains any and all rights to the proprietary information, confidential information, and PHI it releases to Professional.
4. **Survival.** The respective rights and obligations of Professional under Section E.3 and H.1 of this Agreement shall survive the termination of this Agreement.
5. **Notices.** Any notices pertaining to this Agreement shall be given in writing and shall be deemed duly given when personally delivered to a Party or a Party's authorized representative as listed below or sent by means of a reputable overnight carrier, or sent by means of certified mail, return receipt requested, postage prepaid. A notice sent by certified mail shall be deemed given on the date of receipt or refusal of receipt. All notices shall be addressed to the appropriate Party as follows:

If to City:

City of Columbia, SC

Attn: Teresa Wilson – City Manager

Phone Number: (803) 545-3095

If to Professional:

Precision Genetics, Inc.

Attn: Nate Wilbourne - CEO

Phone Number: (864) 640-7992

6. Amendments. This Agreement may not be changed or modified in any manner except by an instrument in writing signed by a duly authorized officer of each of the Parties hereto. The Parties, however, agree to amend this Agreement from time to time as necessary, in order to allow City's to comply with the requirements of the HIPAA Rules.
7. Choice of Law and Venue. This Agreement and the rights and the obligations of the Parties hereunder shall be governed by and construed under the laws of the State of South Carolina, and the venue for any dispute shall be Richland County or Lexington County located in the State of Carolina (the "South Carolina Courts").
8. Assignment of Rights and Delegation of Duties. This Agreement is binding upon and inures to the benefit of the Parties hereto and their respective successors and permitted assigns. However, neither Party may assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed. Notwithstanding any provisions to the contrary, however, City retains the right to assign or delegate any of its rights or obligations hereunder to any of its wholly owned subsidiaries, affiliates or successor companies. Assignments made in violation of this provision are null and void.
9. Nature of Agreement. Nothing in this Agreement shall be construed to create (i) a partnership, joint venture or other joint business relationship between the Parties or any of their affiliates, (ii) any fiduciary duty owed by one Party to another Party or any of its affiliates, or (iii) a relationship of employer and employee between the Parties.
10. No Waiver. Failure or delay on the part of either Party to exercise any right, power, privilege or remedy hereunder shall not constitute a waiver thereof. No provision of this Agreement may be waived by either Party except by a writing signed by an authorized representative of the Party making the waiver.
11. Equitable Relief. Any disclosure of misappropriation of PHI by Professional in violation of this Agreement will cause City irreparable harm, the amount of which may be difficult to ascertain. Professional therefore agrees that City shall have the right to apply to a court of competent jurisdiction for specific performance and/or an order restraining and enjoining Professional from any such further disclosure or breach, and

for such other relief as City shall deem appropriate. Such rights are in addition to any other remedies available to City at law or in equity. Professional expressly waives the defense that a remedy in damages will be adequate, and further waives any requirement in an action for specific performance or injunction for the posting of a bond by City.

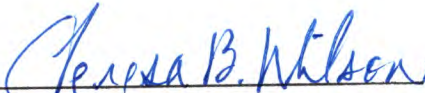
12. Severability. The provisions of this Agreement shall be severable, and if any provision of this Agreement shall be held or declared to be illegal, invalid or unenforceable, the remainder of this Agreement shall continue in full force and effect as though such illegal, invalid or unenforceable provision had not been contained herein.
13. No Third Party Beneficiaries/Independent Contractor. Nothing in this Agreement shall be considered or construed as conferring any right or benefit on a person not party to this Agreement nor imposing any obligations on either Party hereto to persons not a party to this Agreement. The parties agree that they are independent contractors and not agents of each other.
14. Headings. The descriptive headings of the articles, sections, subsections, exhibits and schedules of this Agreement are inserted for convenience only, do not constitute a part of this Agreement and shall not affect in any way the meaning or interpretation of this Agreement.
15. Entire Agreement. This Agreement, together with all Exhibits, Riders and amendments, if applicable, which are fully completed and signed by authorized persons on behalf of both Parties from time to time while this Agreement is in effect, constitutes the entire Agreement between the Parties hereto with respect to the subject matter hereof and supersedes all previous written or oral understandings, agreements, negotiations, commitments, and any other writing and communication by or between the Parties with respect to the subject matter hereof. In the event of any inconsistencies between any provisions of this Agreement in any provisions of the Exhibits, Riders, or amendments, the provisions of this Agreement shall control.
16. Interpretation. Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits City to comply with the HIPAA Rules and any applicable state confidentiality laws. The provisions of this Agreement shall prevail over the provisions of any other agreement that exists between the Parties that may conflict with, or appear inconsistent with, any provision of this Agreement or the HIPAA Rules.
17. Regulatory References. A citation in this Agreement to the Code of Federal Regulations shall mean the cited section as that section may be amended from time to time.

Agreed to:

PROFESSIONAL

CITY

By: 
(Authorized Signature)

By: 
(Authorized Signature)

Name: Nate Wilbourne

Name: Teresa Wilson

Title: Chief Executive Officer

Title: Columbia City Manager

Date: 3/26/2020

Date: 3/27/2020

APPROVED AS TO FORM


Legal Department City of Columbia, SC

TEST DETAILS AND PRICING

Emergency Use Authorization (EUA) for Covid19 Testing

Test Description: SARS-CoV-2 (COVID-19)

Intended Population/Condition: Recommended for patients and employees for the City of Columbia, SC.

Specimen Type: Nasopharyngeal Swab in collection media

Major Markers: COVID RNA genome (N Protein, S Protein ORF1ab)

Methodology: Nucleic acid extraction from NP collection media followed by reverse transcription and real-time PCR. Ct analysis to identify the presence or absence of SARS-CoV-2 (COVID-19) RNA.

Analytically Validated for Clinical Use: Yes, under FDA Emergency Use Authorization (EUA).

Report Deliverable: Report (pdf) of positive, negative, or indeterminate results. Line list of patient results (if desired).

TAT: 1-2 calendar days upon specimen receipt. Collection locations, collection supplies, and courier services will be coordinated by a collaboration between the City of Columbia, Prisma Health, and Precision Genetics upon deployment.

Pricing

For each test performed by Precision Genetics, Precision will invoice the City of Columbia based on patients/employees upon the completion of a Covid19 report. Precision will charge the City of Columbia \$51/tested patient/or employee.

In an effort to secure and order the necessary reagents and test kits to handle the volume projections throughout our state, the first 3,000 tests the City of Columbia will issue pre-payment of \$153,000.00 via electronic transfer or certified check upon execution of this agreement.



We Are Columbia

MEETING DATE: April 7, 2020

DEPARTMENT: Procurement and Contracts

FROM: Sandra Wright, Purchasing Agent

SUBJECT: Council is asked to approve a Contract for Project WM4524; Water Maintenance Utility Cut Repairs (Water District 2) as requested by Columbia Water. Award to Carolina Tap & Bore, Inc. in an amount not to exceed \$803,568.00, which includes contingency. This firm is located in West Columbia, SC.

REQUISITION NO.: R203393

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: Engineering Water & Sewer Improvements (5516220-WM452401-658500). The original budget amount is \$877,807.13.

BUSINESS PROGRAM: Mentor Protege Program

CLEAN WATER 2020?: No

FOCUS AREAS: Innovative & High Quality Municipal Services

PURPOSE:

This is a Mentor Protégé Program project. Carolina Tap & Bore, Inc., a Local Business Enterprise of West Columbia, SC, is the Mentor and will be performing utility cut repairs at 77% (\$515,240.00) of the total contract value. LG Utilities, LLC, a Woman Business Enterprise and a Local Business Enterprise of Lugoff, SC, is the Protégé and will be performing utility cut repairs at 21% (\$141,000.00) of the total contract value.

The following suppliers will be providing additional materials/supplies:

Sloan Construction of Duncan, SC will be providing materials at 1% (\$6,700.00) of the total contract value.

Martin Marietta of Cayce, SC will be providing materials at 1% (\$6,700.00) of the total contract value.

There were two (2) responsive and responsible bids received for this project under BID #039-19-20-LAG.

The total construction time allocated for this project is one hundred (100) consecutive calendar days after the Notice to Proceed is issued.

Base Bid	\$ 669,640.00
Contingency (20%)	\$ 133,928.00
Total	\$ 803,568.00

ATTACHMENTS:

- **#a:** Contract Approved by Legal (PDF)
- **#b:** Compliance Approval (PDF)
- **#c:** PM Recommendation (MSG)
- **#d:** Bid Tabulation (PDF)
- **#e:** WM4524_District2_Mapbook-02-10 (PDF)

CONTRACT

City of Columbia, South Carolina

WM4524

Water Maintenance Utility Cut Repairs District 2

BID 039-19-20-LAG

This Contract is made by and between the City of Columbia, Columbia, South Carolina, hereinafter called Owner, and **Carolina Tap & Bore, Inc.** with legal address and principal place of business at **2430 Morningside Drive, West Columbia SC, 29169**, hereinafter called Contractor. Owner and Contractor in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1. WORK.

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

ARTICLE 2. ENGINEER.

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

ARTICLE 3. CONTRACT TIME.

3.1 The Contract Time shall be **one hundred (100)** consecutive calendar days from the said date of commencement as defined in the Notice to Proceed (NTP) to fully complete the amount of work herein contemplated.

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

ARTICLE 4. CONTRACT PRICE.

4.1 Owner will pay Contractor for performance of the Work in accordance with the Contract Documents in current funds at the contract price agreed upon in the Contractor's Bid Form attached to this Contract which establishes the contract price as **Six Hundred Sixty-Nine Thousand Six Hundred Forty Dollars and Zero Cents (\$669,640.00)**.

ARTICLE 5. APPLICATIONS FOR PAYMENT

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

City of Columbia, SC
8/07/2017

ARTICLE 6. PROGRESS AND FINAL PAYMENTS

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

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

ARTICLE 7. LIQUIDATED DAMAGES

7.1 Owner and Contractor recognize that time is of the essence of this Contract and that Owner will suffer financial loss if the Work is not completed within the Contract Time (and specific milestones) specified in Article 3 above, plus any extensions thereof allowed. They also recognize the delays, expense and difficulties involved in proving, in a legal proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner **Two Hundred Fifty Dollars and Zero Cents (\$250.00)** per day for each calendar day of delay until the Work is complete.

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

ARTICLE 8. ASSURANCE

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

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

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

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

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

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

ARTICLE 9. CONTRACT DOCUMENTS.

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

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

9.2.1 Invitation For Bid.

9.2.2 Instructions To Bidders.

9.2.3 Bid Form.

9.2.4 This Contract.

9.2.5 Performance and Payment Bond.

9.2.6 Part 15 "General Specifications", Part 16 "Specifications for Water Distribution System, Materials, and Construction", Part 18 "Specifications for Roadway Improvements, Materials, and Construction", Part 20 "Specifications for Sodding, Fertilizing and Seeding" all of the City of Columbia's Engineering Regulations.

9.2.7 Special Provisions.

9.2.8 Mapbook, numbered 1 through 9, inclusive.

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

9.2.10 The Mentor Protégé Program (MPP) Guidelines and the Mentor Protégé Program (MPP) Implementation Plan.

ARTICLE 10. TERMINATION

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

ARTICLE 11. MISCELLANEOUS

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

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

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

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

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

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

Contractor

BY

(CORPORATE SEAL)

Attest

Address for giving notices:

Date: _____

Owner

City of Columbia, SC

BY

Teresa Wilson, City Manager

(CORPORATE SEAL)

Attest

Address for giving notices:

Department of Procurement and Contracts

1800 Main Street, 2nd Floor

Columbia, SC 29201

Date: _____

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

APPROVED AS TO FORM



Legal Department City of Columbia, SC



CITY OF COLUMBIA
INTER-OFFICE MEMORANDUM

TO: Juliet Nelly, Program Compliance Administrator
FROM: Latisha A. Grice, Bid Coordinator
Department of Procurement and Contracts
DATE: February 26, 2020

**SUBJECT: PROJECT: BID 039-19-20-LAG – Water Maintenance Utility Cut Repairs
District 2 (WM4524)**

Bids for this project were opened publicly at 10:15 a.m., February 19, 2020 in the second floor Conference Room, 1800 Main Street.

Bids submitted for the referenced project were in participation with the Mentor Protégé Program (MPP). The apparent responsive low bidder is **Carolina Tap & Bore, Inc. of West Columbia SC at \$669,640.00.**

Please review for Mentor Protégé Program compliance and return your approval as soon as possible. Also, please verify the percentages listed on the Business Information Record and check for consistency to the noted dollar amount.

Please indicate your approval with your signature below and return to me when you have completed your review.

Thank You.

Review Approved: 
Juliet Nelly, Compliance Administrator

DATE: 3/4/20



CITY OF COLUMBIA

Department of Utilities and Engineering
Compliance Division
P.O. Box 147 | Columbia, South Carolina 29217
Phone: 803-545-3049 Fax: 803-545-4130

MENTOR PROTÉGÉ PROGRAM Implementation Plan

Date: 02/19/2020 Project Number: WM4524
Mentor: Carolina Tap & Bore, Inc. Project Name: WATER MAINT. DIST. 2
Protégé: LG Utilities, LLC Duration of the Project: 100 Consec. days
Project Contract Amount: 669,640.00 Protégé Amount: 141,000.00

Statement of Commitment: Both Mentor and Protégé are committed to providing an adequate amount of resources and effort to execute the plan below. Mentor and Protégé acknowledge the Implementation Plan is a joint plan and agree to meet at least quarterly to verify compliance with this Plan.

1. How do the Mentor and Protégé intend to work together on the designated project?
Address contractual relationship, general roles and informal teaming arrangements.

Both parties will provide manpower, equipment and purchase materials. The work will be segmented such that the mentor will be completely responsible for the piping installation in total along certain streets and the protégé will be completely responsible for the piping installation along his certain streets. Traffic control items will be provided by the Mentor for use by both Mentor & Protege'

2. How will the specific, quantitative goals in the Annual Business Plan and MPP Agreement be implemented via the work on the project? Address general goals here and specific goals in question 9.

Obtaining a project from the city allows the parties to work together in a real world application. The protégés personal have the opportunity to work with city inspectors and have the assistance from well conditioned field people. The protégé will purchase materials which will provide the opportunity to increase their creditworthiness. The protégé will gain experience in dealing with Vendors

3. How will the team focus on developing protégé's business and implementing the actions necessary to obtain results reflected in the Mentor-Protégé Agreement? Identify milestones, thresholds, or other indicators team that would indicate success is being achieved.

The mentor and protégé team leaders will meet to discuss the portioning of the work; the identification, scheduling and purchasing of materials; payment planning and applications; equipment and personnel requirements; and establish date sensitive goals.



CITY OF COLUMBIA

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4. Proposed manpower and resources from both the Mentor and the Protégé is required for the project. Address key personnel, equipment/materials, and insurance/bonding. Address special arrangements where applicable.

Mentor:

The Mentor will provide a skilled superintendent who is experienced in pipe installation

Protégé:

The Protege' will provide the equipment & personnel to complete the task

Subcontractors:

We don't have any subcontractors for this job. We only have one Vendor of choice and that is Fortiline Waterworks.

Special Arrangements:

5. What scope of work to be performed by each participant of the MPP team?

a. Description of Mentor's responsibilities:

The Mentor will provide the bonding; accomplish his portion of the work; provide office and field guidance to the Protégé; purchase materials; and make payment applications to the city.

b. Description of Protégé's responsibilities on project:

The Protégé will accomplish his portion of the work, purchase materials, invoice the Protégé for work achieved.

c. Description of responsibilities that will be completed as a team:

Clean up, restoration & traffic control

6. What is the anticipated duration (in months) of each major phase of the project? During which phases will the Protégé be utilized?

The entire job will be completed in 100 days. We will be working side-by-side with our Protege'.



CITY OF COLUMBIA

**Department of Utilities and Engineering
Compliance Division**
P.O. Box 147 | Columbia, South Carolina 29217
Phone: 803-545-3049 Fax: 803-545-4130

7. How will the team comply with and maintain the focus on the requirements of the program for the duration of the project?

The lead field men will meet weekly to discuss the work to be accomplished and any specific requirements needed to accomplish those goals. Team leaders will converse as needed to ensure that materials and equipment are available to maintain the work flow.

8. What are the team's specific, quantitative goals and milestones for the current project?

Obviously a primary goal was met by obtaining a project which provides work for the companies and their personnel. The protégé will improve his creditworthiness and knowledge of purchasing materials while gaining field experience for the protégé's people. As projects are won & completed the protégé's reputation will be enhanced with piers.

9. Outline of Regularly Scheduled meeting between Mentor and Protégé (Progress reporting).

The Mentor & Protégé' team leaders will meet to discuss payment applications, productivity, concerns, etc...

10. Define payment schedule and financial terms identifying milestones for initial, progress and final payments.

Typically the Protégé will invoice for the work that he has accomplished and the materials that he has purchased on a monthly basis. His billing will be included with the mentor's billing to the city. The funds will be distributed upon receipt from the City.



CITY OF COLUMBIA

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11. List the Subcontractors that will be used on this project, as well as the information requested below: (The Subcontractor(s) listed below will NOT consist of your Protégé.)

Subcontractor's Name	Telephone	Address	Who will they report to?	Contract Amount	MPP, MBE, WBE, SBE	Percentage of Contract
None						

12. What percentage of the project is being implemented by the Protégé? Must equate to a minimum of 20% of total contract amount.

Protégé Contract Value: 141,000.00
Percentage of Contract: 21% (Minimum of 20% of total contract amount is required)



CITY OF COLUMBIA

Department of Utilities and Engineering
Compliance Division
P.O. Box 147 | Columbia, South Carolina 29217
Phone: 803-545-3049 Fax: 803-545-4130

MENTOR-PROTEGE IMPLEMENTATION PLAN SIGNATURE SHEET

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their proper officials thereunto duly authorized as of the dates below indicated:

EXECUTED by Carolina Tap & Bore (Mentor Firm) this 19 day of FEBRUARY, 2020.
Corporate SEAL

By: Richard Young
Title: President

ATTEST:

By: Melba Cannon
Title: Corporate Secretary

EXECUTED by LG Utilities (Protégé Firm) this 19 day of FEBRUARY, 2020.
Corporate SEAL

By: Susan B. Leitner
Title: President

ATTEST:

By: Kristal Huang
Title: Administrative Assistant

RECOMMENDED FOR APPROVAL:

EXECUTED by the Department of Utilities & Engineering, Compliance Division on this 4 day of march, 2020.

By: Juliet Kelly
Title: Program Compliance Administrator

Business Information Record for Subconsultants/Subcontractors

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

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

Business Name (as shown on W9 or SAM.gov) / DUNS # & CAGE # (If Applicable)	City of Columbia Vendor Number	Services and/or Materials Provided	Cost of Services and/or Material (\$ Value)	Percentage of Total Contract	MBE, WBE, SBE, DBE, LBE, CDBE (Indicate all that apply)	Minority Association Code (If applicable - Use 2 letter Code See Key Below)
Sloan Construction 248 Plemmons Road Duncan, SC 29334		Materials	\$6,700.00	1.0 %		
Martin Marietta 2125 State Street Cayce, SC 29033		Materials	\$6,700.00	1.0 %		
LG Utility Contractors 1410 Brevard Rd Lugoff, SC 29078		Services	141,000.00	21 %	WBE PROTEGE'	FB
				%		
				%		
				%		

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: \$ 154,400.00

TOTAL CONTRACT AMOUNT: \$ 669,640.00

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

Business Name: CAROLINA TAP & BORE, INC.

Representative Name/Title: RICHARD YOUNG - PRESIDENT

Date: FEB. 19, 2020

Business Information for Subconsultants/Subcontractors - continued

Hammond, Erika

From: Gable, Bennie L
Sent: Wednesday, March 4, 2020 1:40 PM
To: Porth, Gary B
Cc: Grice, Latisha A; Bolling, Andrea R
Subject: RE: Bid 039 WM4524

Gary,

The apparent low bidder is Carolina Tap and Bore, Inc. for project WM4524 at \$669,640.00. It is recommended that City Council accept the proposed bid and a 20% contingency for a total cost of \$803,568.00.

Thanks,



Bennie Gable
Civil Engineer Specialist

Columbia Water
 Department of Engineering

PO Box 147 | Columbia, SC 29217

Bennie.Gable@columbiasc.gov

Phone: (803) 545-4897

Cell: (803) 528-7894

Fax: (803) 988-8199

ColumbiaSCWater.Net

Columbiasc.gov

City of Columbia E-Mail Address Change Notice:

****Please note that my email address has changed to: Bennie.Gable@columbiasc.gov**

From: Porth, Gary B
Sent: Wednesday, March 4, 2020 11:09 AM
To: Gable, Bennie L <Bennie.Gable@columbiasc.gov>
Cc: Grice, Latisha A <Latisha.Grice@columbiasc.gov>; Bolling, Andrea R <Andrea.Bolling@columbiasc.gov>
Subject: Bid 039 WM4524

Bennie,

The correct amount for Carolina Tap & Bore, Inc.'s bid on WM4524 is \$669,640.00. This amount includes a unit price of \$600 for each mobilization (there are a total of 87 sites). I find this amount of \$600 to be under 10% of the total bid amount.

Please let us know if you recommend moving forward with Carolina Tap & Bore for Bid 039-19-20-LAG (WM4524) in the amount of \$803,568.00 (which includes the base bid of \$669,640.00 + a 20% contingency of \$133,928.00).

Thanks,

Gary



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

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

Event Number	BID 039-19-20-LAG	Organization	City of Columbia, SC
Event Title	Water Maintenance Cur Repairs District 2	Workgroup	Purchasing
Event Description	Pre-Bid Meeting will be held on February 19, 2020	Event Owner	Latisha Grice
Event Type	IFBs	Email	latisha.grice@columbiasc.gov
Issue Date	2/11/2020 12:08:57 PM (ET)	Phone	
Close Date	2/19/2020 10:15:00 AM (ET)	Fax	

UNOFFICIAL BID RESULTS

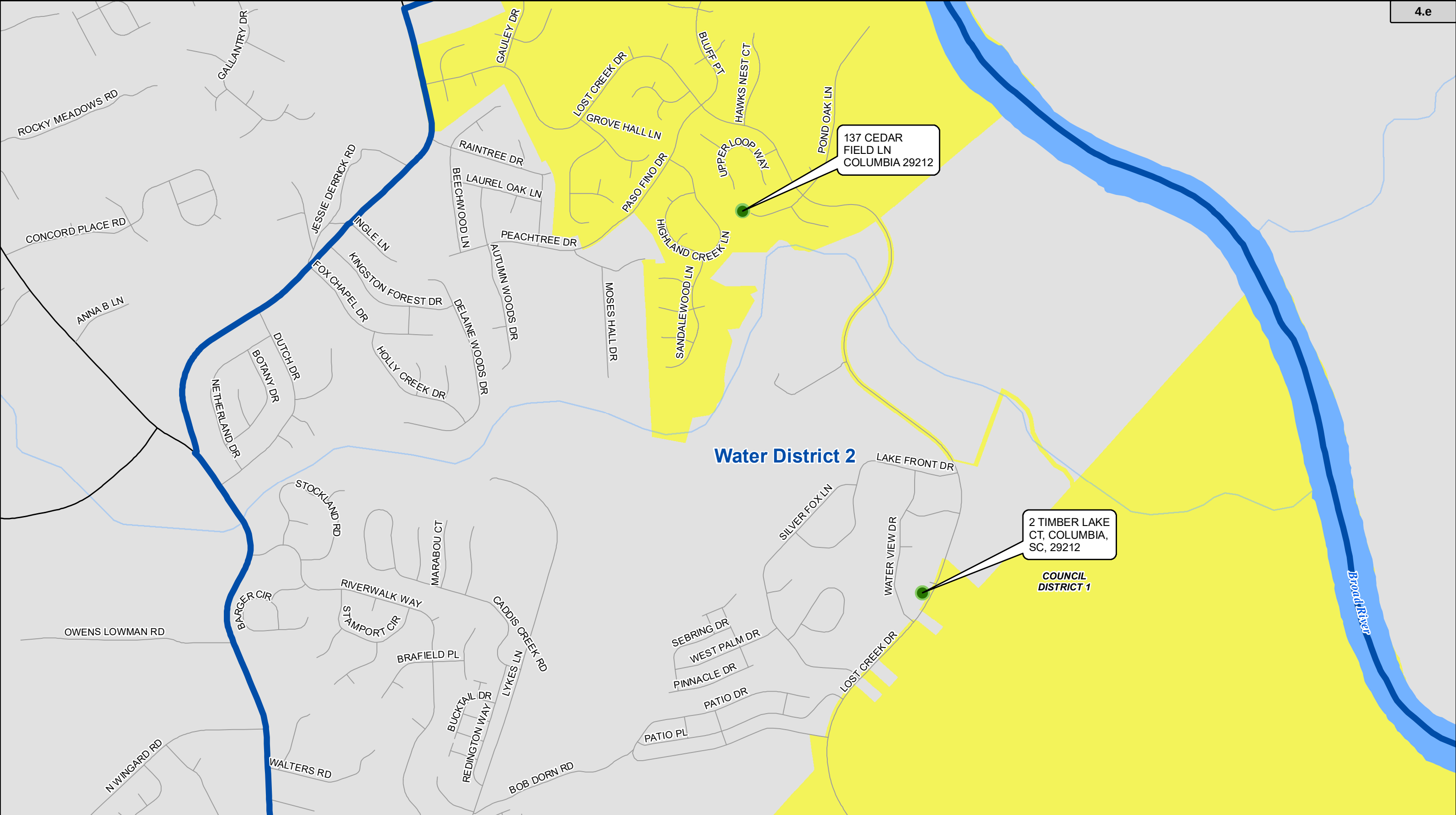
Responding Supplier	City	State	Response Submitted	Lines Responded	Response Total
Carolina Tap & Bore, Inc.	West Columbia	SC	2/18/2020 04:30:47 PM (ET)	1	\$823,250.00
North American Pipeline Manag Marietta		GA	2/19/2020 10:04:19 AM (ET)	1	\$960,519.00

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

UNOFFICIAL BID RESULTS

Note: The above “unofficial” bid tabulation information was read aloud during the respective bid opening in accordance with the City’s Procurement Code. This information will be posted on eBidcolumbiasc and the Procurement and Contracts Department’s bulletin board within two business days after bid opening. However, the final “official” bid tabulation shall only be released and posted after further evaluation of each bidder’s offer, responsiveness and responsibility verification. The final determination of award shall also be subject to other evaluation criteria, to include, but not limited to the City of Columbia’s Compliance requirements i.e., Subcontractor Outreach Program (SOP); Mentor/Protégé Program (MPP); Columbia Disadvantage Business Enterprise (CDBE) program guidelines; and/or any qualifying certified local business preferences, if applicable.

Disclosure of Bid Information: Only the information disclosed at the bid opening is considered to be public information under the Freedom of Information Act, Chapter 4 of Title 30, until after an issuance of an award or notice of intent to award is made, whichever is earlier.





SAW: JAN 24, 2020
CW2020 Water Production Maps/Utility Cuts

● Utility Cut Locations

□ Water Operational Area

□ Water District

□ Council District 1

□ Council District 2

□ Council District 3

□ Council District 4

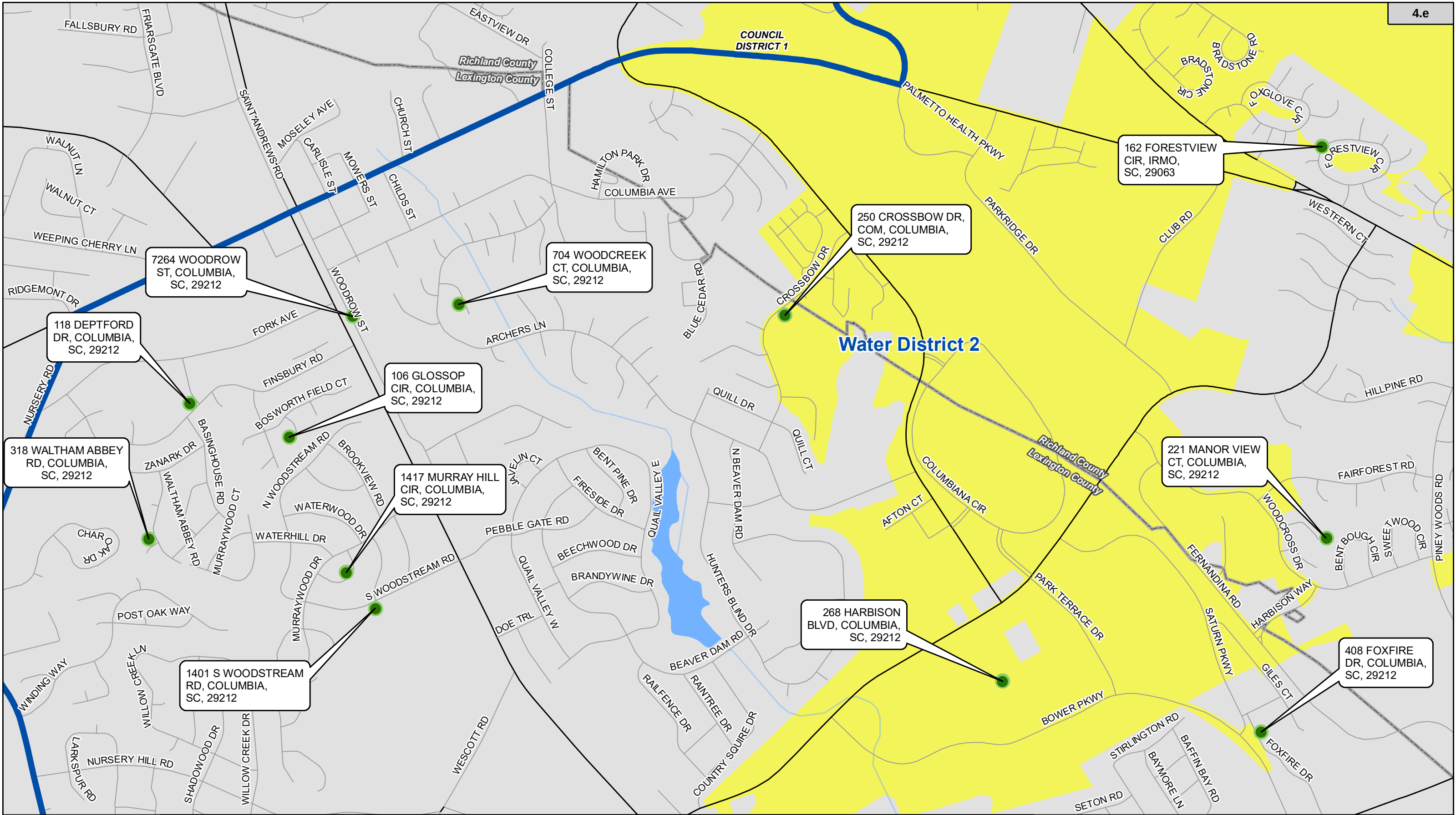

1 inch = 1,000 feet
0 250 500 1,000 1,500 Feet

WM4524
Water Maintenance Utility Cut Repairs (Water District 2)

Page 1

Prepared For: Co

Packet Pg. 50







SAW: JAN 24, 2020
CW2020 Water Production Maps/Utility Cuts

● Utility Cut Locations

Water Operational Area

Water District

Council District 1

Council District 2

Council District 3

Council District 4


1 inch = 1,000 feet
0 250 500 1,000 1,500 Feet

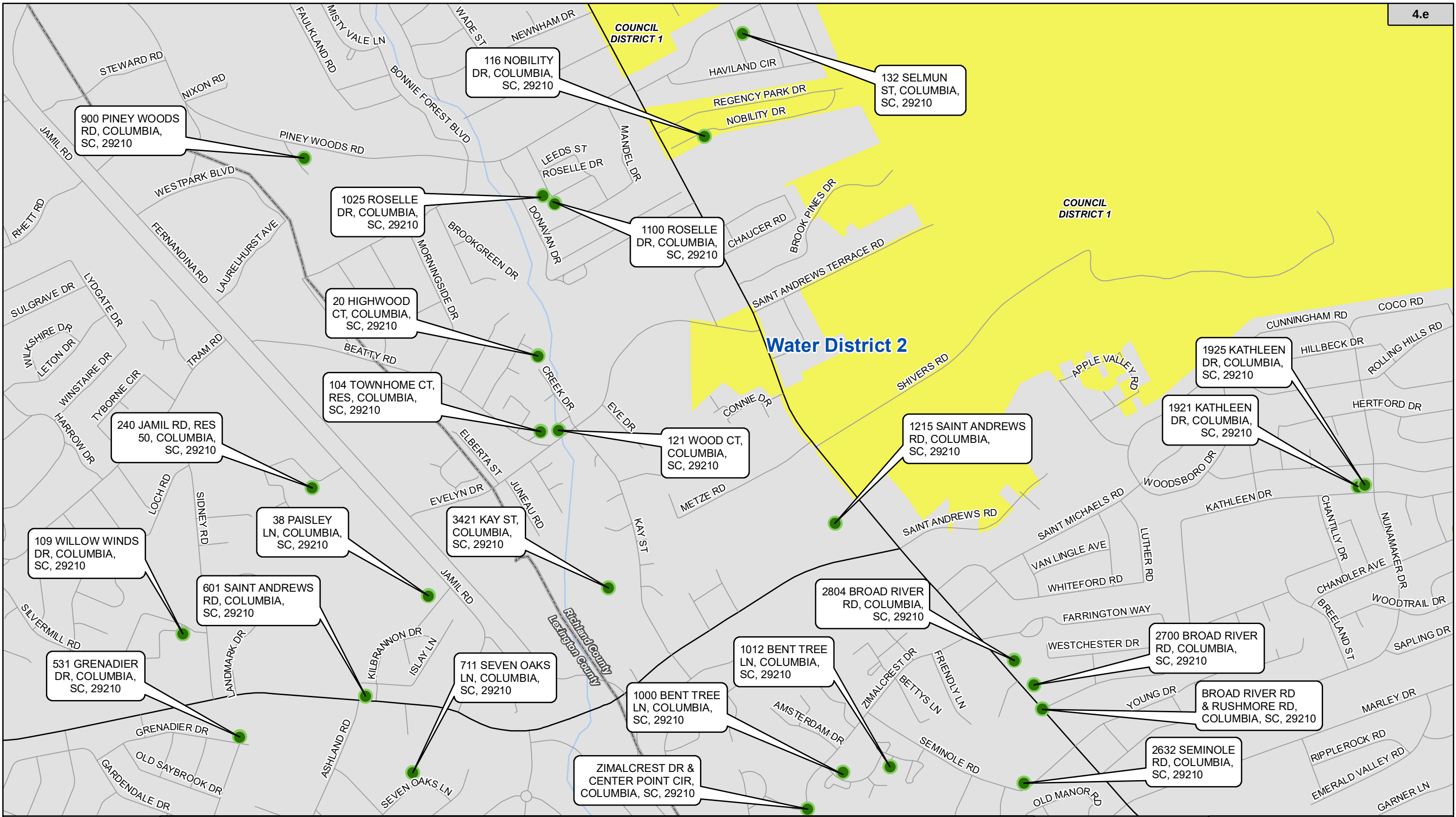
WM4524
Water Maintenance Utility Cut Repairs (Water District 2)

Page 3

Prepared For: Co

Packet Pg. 52





SAW: JAN 24, 2020
CW2020 Water Production Maps/Utility Cuts

● Utility Cut Locations

Water Operational Area

Water District

Council District 1

Council District 2

Council District 3

Council District 4

1 inch = 1,000 feet

0 250 500 1,000 1,500 Feet

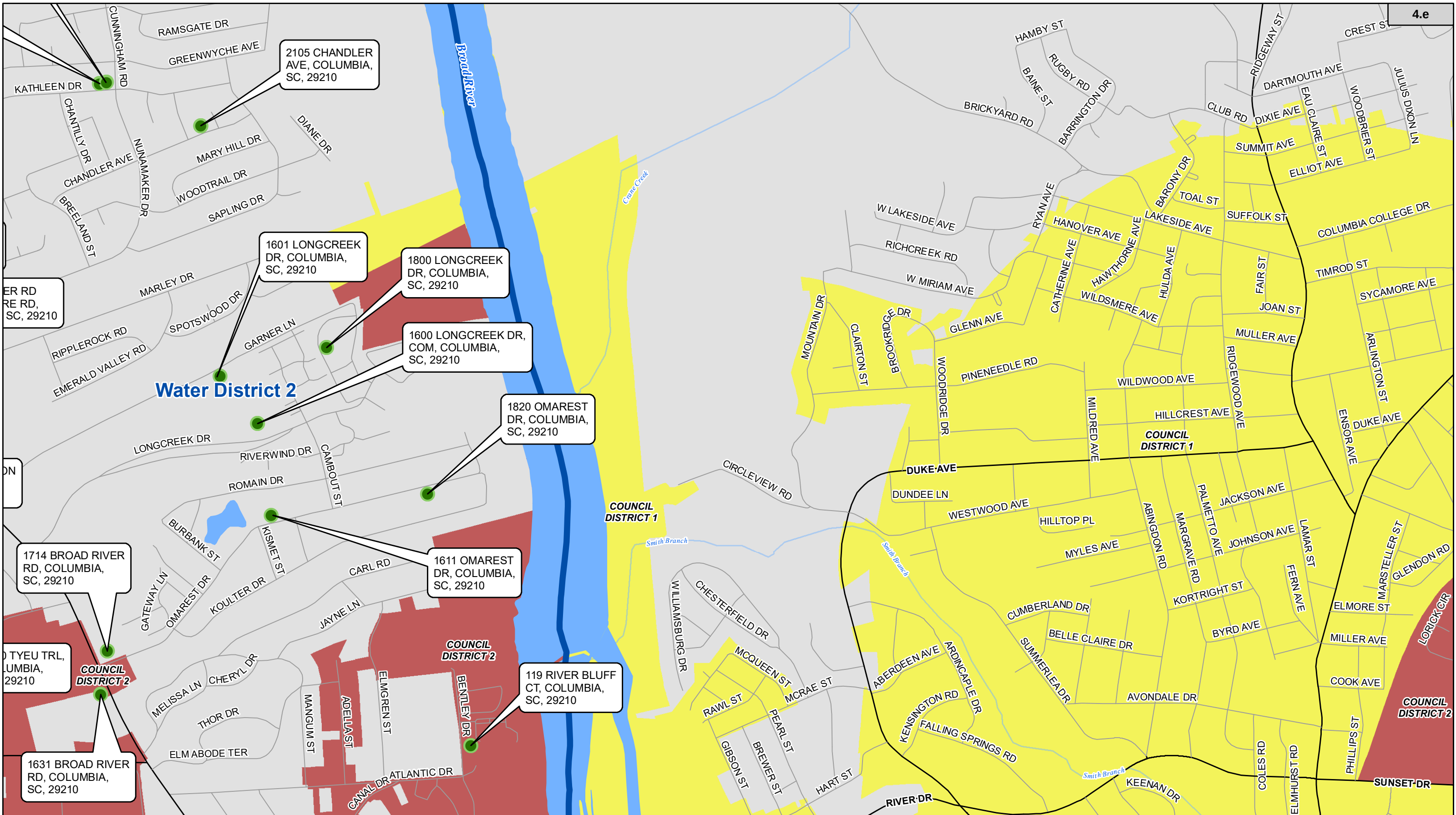
WM4524

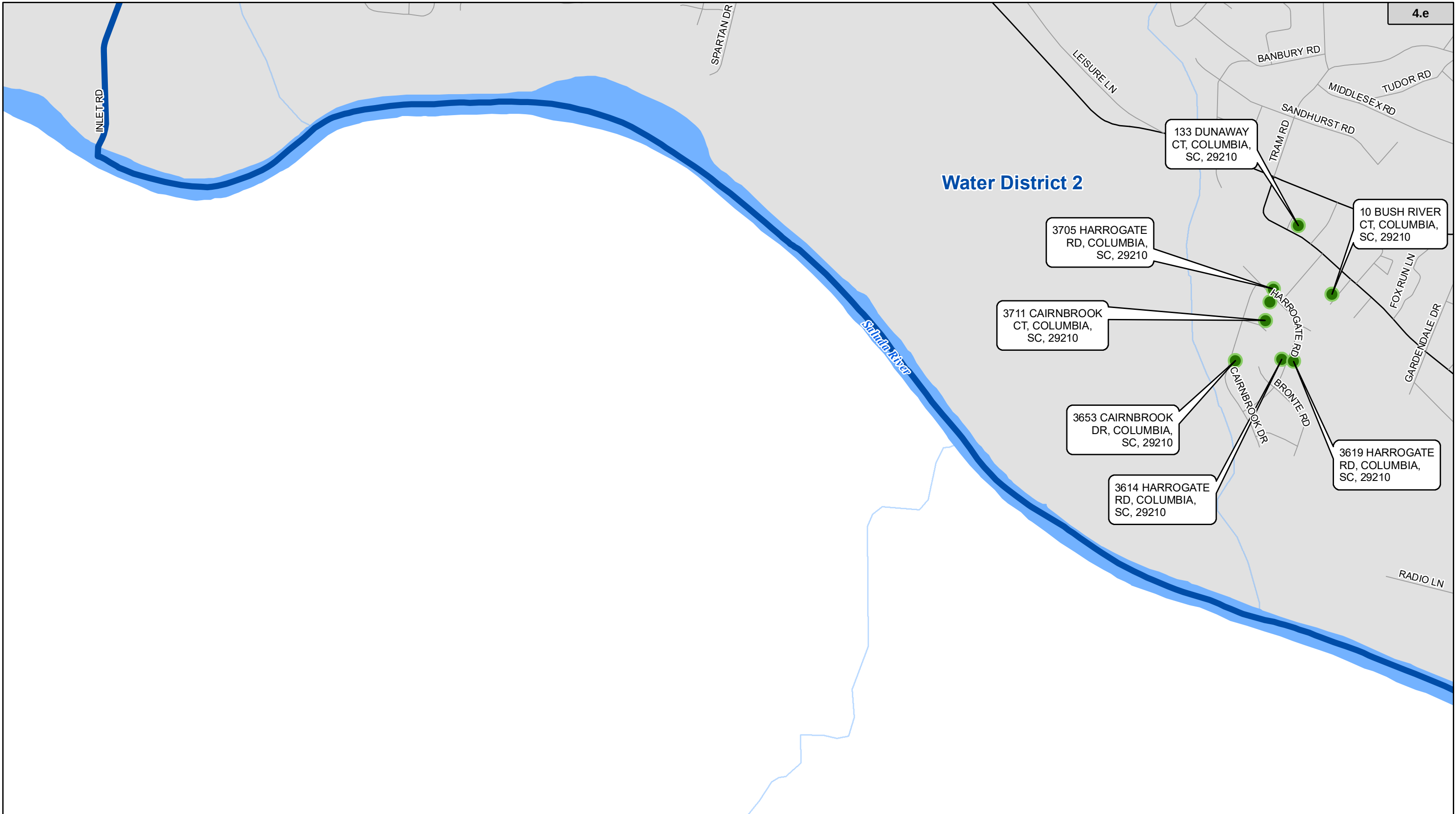
Water Maintenance Utility Cut Repairs (Water District 2)

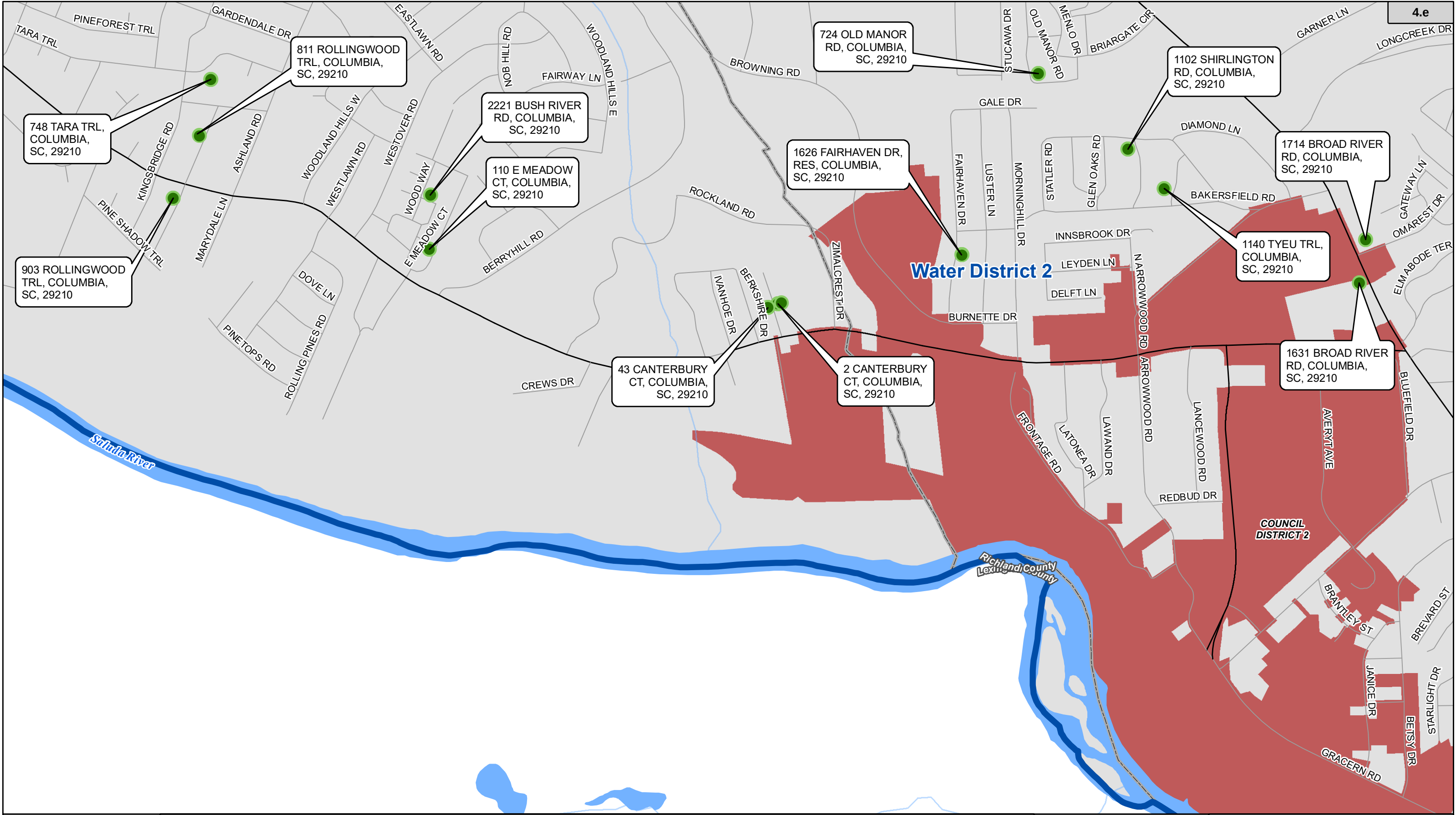
Page 5

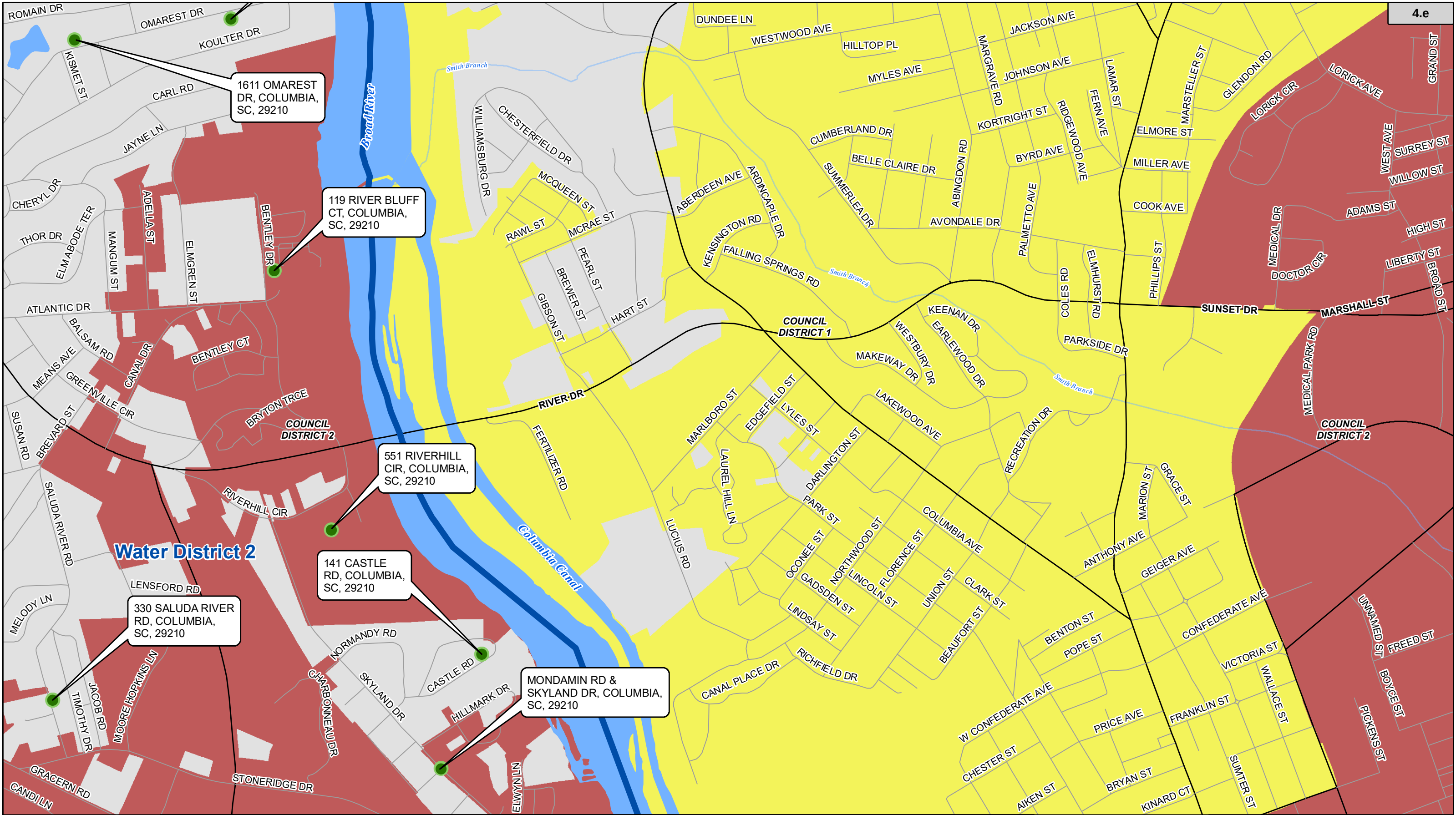
Prepared For: Co

Packet Pg. 54











We Are Columbia

MEETING DATE: April 7, 2020

DEPARTMENT: Procurement and Contracts

FROM: Sandra Wright, Purchasing Agent

SUBJECT: Council is asked to approve a Contract for Project WM4523; Water Maintenance Utility Cut Repairs (Water Districts 1 & 3) as requested by Columbia Water. Award to Carolina Tap & Bore, Inc. in an amount not to exceed \$1,011,300.00 which includes contingency. This firm is located in West Columbia, SC.

REQUISITION NO.: R203392

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: Engineering Water & Sewer Improvements (5516220-WM452301-658500). The original budget amount is \$1,103,289.00.

BUSINESS PROGRAM: Mentor Protege Program

CLEAN WATER 2020?: No

FOCUS AREAS: Innovative & High Quality Municipal Services

PURPOSE:

This is a Mentor Protégé Program project. Carolina Tap & Bore, Inc., a Local Business Enterprise of Columbia, SC, is the Mentor and will be performing utility cut repairs at 77% (\$648,350.00) of the total contract value. LG Utilities, LLC, a Minority Business Enterprise (Woman) and a Local Business Enterprise of Lugoff, SC, is the Protégé and will be performing utility cut repairs at 21% (\$177,000.00) of the total contract value.

The following suppliers will be providing additional material/supplies:

Sloan Construction of Duncan, SC will be providing materials at 1% (\$8,700.00) of the total contract value.

Martin Marietta of Cayce, SC will be providing materials at 1% (\$8,700.00) of the total contract value.

There were two (2) responsive and responsible bids received for this project under BID #038-19-20-LAG.

The total construction time allocated for this project is one hundred (100) consecutive calendar days after the Notice to Proceed is issued.

Base Bid	\$ 842,750.00
Contingency (20%)	\$ 168,550.00
Total	\$1,011,300.00

ATTACHMENTS:

- **#a:** Contract Approved by Legal (PDF)
- **#b:** PM Recommendation (MSG)
- **#c:** Compliance Approval - Impl. Plan - BIR (PDF)
- **#d:** Bid Tabulation (PDF)
- **#e:** WM4523_Water Districts 1 and 3_Mapbook(PDF)

CONTRACT

City of Columbia, South Carolina

WM4523

Water Maintenance Utility Cut Repairs Districts 1 & 3

BID 038-19-20-LAG

This Contract is made by and between the City of Columbia, Columbia, South Carolina, hereinafter called Owner, and **Carolina Tap & Bore, Inc.** with legal address and principal place of business at **2430 Morningside Drive, West Columbia SC, 29169**, hereinafter called Contractor. Owner and Contractor in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1. WORK.

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

ARTICLE 2. ENGINEER.

2.1 The Project has been designed by City of Columbia.

ARTICLE 3. CONTRACT TIME.

3.1 The Contract Time shall be **one hundred (100)** consecutive calendar days from the said date of commencement as defined in the Notice to Proceed (NTP) to fully complete the amount of work herein contemplated.

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

ARTICLE 4. CONTRACT PRICE.

4.1 Owner will pay Contractor for performance of the Work in accordance with the Contract Documents in current funds at the contract price agreed upon in the Contractor's Bid Form attached to this Contract which establishes the contract price as **Eight Hundred Forty –Two Thousand Seven Hundred Fifty Dollars and Zero Cents (\$842,750.00).**

ARTICLE 5. APPLICATIONS FOR PAYMENT

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

ARTICLE 6. PROGRESS AND FINAL PAYMENTS

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

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

ARTICLE 7. LIQUIDATED DAMAGES

7.1 Owner and Contractor recognize that time is of the essence of this Contract and that Owner will suffer financial loss if the Work is not completed within the Contract Time (and specific milestones) specified in Article 3 above, plus any extensions thereof allowed. They also recognize the delays, expense and difficulties involved in proving, in a legal proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner **Two Hundred Fifty Dollars and Zero Cents (\$250.00)** per day for each calendar day of delay until the Work is complete.

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

ARTICLE 8. ASSURANCE

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

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

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

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

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

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

ARTICLE 9. CONTRACT DOCUMENTS.

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

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

9.2.1 Invitation For Bid.

9.2.2 Instructions To Bidders.

9.2.3 Bid Form.

9.2.4 This Contract.

9.2.5 Performance and Payment Bond.

9.2.6 Part 15 "General Specifications", Part 16 "Specifications for Water Distribution System, Materials, and Construction", Part 18 "Specifications for Roadway Improvements, Materials, and Construction", Part 20 "Specifications for Sodding, Fertilizing and Seeding" all of the City of Columbia's Engineering Regulations.

9.2.7 Special Provisions.

9.2.8 Mapbook, numbered 1 through 14, inclusive.

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

9.2.10 The Mentor Protégé Program (MPP) Guidelines and the Mentor Protégé Program (MPP) Implementation Plan.

ARTICLE 10. TERMINATION

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

ARTICLE 11. MISCELLANEOUS

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

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

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

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

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

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

Contractor

BY

(CORPORATE SEAL)

Attest

Address for giving notices:

Date: _____

Owner

City of Columbia, SC

BY

Teresa Wilson, City Manager

(CORPORATE SEAL)

Attest

Address for giving notices:

Department of Procurement and Contracts

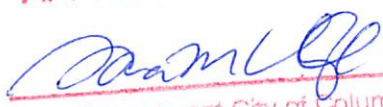
1800 Main Street, 2nd Floor

Columbia, SC 29201

Date: _____

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

APPROVED AS TO FORM



Legal Department City of Columbia, SC

Hammond, Erika

From: Gable, Bennie L
Sent: Wednesday, March 4, 2020 1:38 PM
To: Porth, Gary B
Cc: Grice, Latisha A; Bolling, Andrea R
Subject: RE: Bid 038 WM4523

Gary,

The apparent low bidder is Carolina Tap and Bore, Inc. for project WM4523 at \$842,750.00. It is recommended that City Council accept the proposed bid and a 20% contingency for a total cost of \$1,011,300.00.

Thanks,



Bennie Gable
Civil Engineer Specialist

Columbia Water
 Department of Engineering

PO Box 147 | Columbia, SC 29217

Bennie.Gable@columbiasc.gov

Phone: (803) 545-4897

Cell: (803) 528-7894

Fax: (803) 988-8199

ColumbiaSCWater.Net

Columbiasc.gov

City of Columbia E-Mail Address Change Notice:

****Please note that my email address has changed to: Bennie.Gable@columbiasc.gov**

From: Porth, Gary B
Sent: Wednesday, March 4, 2020 10:50 AM
To: Gable, Bennie L <Bennie.Gable@columbiasc.gov>
Cc: Grice, Latisha A <Latisha.Grice@columbiasc.gov>; Bolling, Andrea R <Andrea.Bolling@columbiasc.gov>
Subject: Bid 038 WM4523

Bennie,

The correct amount for Carolina Tap & Bore, Inc.'s bid on WM4523 is \$842,750.00. This amount includes a unit price of \$600 for each mobilization (there are a total of 110 sites). I find this amount of \$600 to be under 10% of the total base bid amount (\$776,750.00 X 10% divided by 110 locations = \$706.14).

Please let us know if you recommend moving forward with Carolina Tap & Bore for Bid 038-19-20-LAG in the amount of \$1,011,300.00 (which includes the base bid of \$842,750.00 + a 20% contingency of \$168,550.00).

Thanks,

Gary



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

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



CITY OF COLUMBIA
INTER-OFFICE MEMORANDUM

TO: Juliet Nelly, Program Compliance Administrator

FROM: Latisha A. Grice, Bid Coordinator
Department of Procurement and Contracts

DATE: February 26, 2020

**SUBJECT: PROJECT: BID 038-19-20-LAG – Water Maintenance Utility Cut Repairs
Districts 1 & 3 (WM4523)**

Bids for this project were opened publicly at 10:00 a.m., February 19, 2020 in the second floor Conference Room, 1800 Main Street.

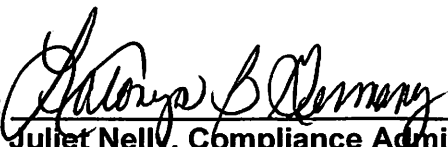
Bids submitted for the referenced project were in participation with the Mentor Protégé Program (MPP). The apparent responsive low bidder is **Carolina Tap & Bore, Inc. of West Columbia SC at \$842,750.00.**

Please review for Mentor Protégé Program compliance and return your approval as soon as possible. Also, please verify the percentages listed on the Business Information Record and check for consistency to the noted dollar amount.

Please indicate your approval with your signature below and return to me when you have completed your review.

Thank You.

Review Approved:


Juliet Nelly, Compliance Administrator

DATE:

3/4/2020



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CITY OF COLUMBIA

Department of Utilities and Engineering
Compliance Division
P.O. Box 147 | Columbia, South Carolina 29217
Phone: 803-545-3049 Fax: 803-545-4130

MENTOR PROTÉGÉ PROGRAM Implementation Plan

Date: 02/19/2020 Project Number: WM4523
Mentor: Carolina Tap & Bore, Inc. Project Name: WATER MAINT. DIST. 1&3
Protégé: LG Utilities, LLC Duration of the Project: 100 Consec. days
Project Contract Amount: 842,750.00 Protégé Amount: 177,0000.0

Statement of Commitment: Both Mentor and Protégé are committed to providing an adequate amount of resources and effort to execute the plan below. Mentor and Protégé acknowledge the Implementation Plan is a joint plan and agree to meet at least quarterly to verify compliance with this Plan.

1. How do the Mentor and Protégé intend to work together on the designated project?
Address contractual relationship, general roles and informal teaming arrangements.

Both parties will provide manpower, equipment and purchase materials. The work will be segmented such that the mentor will be completely responsible for the piping installation in total along certain streets and the protégé will be completely responsible for the piping installation along his certain streets. Traffic control items will be provided by the Mentor for use by both Mentor & Protege'

2. How will the specific, quantitative goals in the Annual Business Plan and MPP Agreement be implemented via the work on the project? Address general goals here and specific goals in question 9.

Obtaining a project from the city allows the parties to work together in a real world application. The protégés personal have the opportunity to work with city inspectors and have the assistance from well conditioned field people. The protégé will purchase materials which will provide the opportunity to increase their creditworthiness. The protégé will gain experience in dealing with Vendors

3. How will the team focus on developing protégé's business and implementing the actions necessary to obtain results reflected in the Mentor-Protégé Agreement? Identify milestones, thresholds, or other indicators team that would indicate success is being achieved.

The mentor and protégé team leaders will meet to discuss the portioning of the work; the identification, scheduling and purchasing of materials; payment planning and applications; equipment and personnel requirements; and establish date sensitive goals.



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4. Proposed manpower and resources from both the Mentor and the Protégé is required for the project. Address key personnel, equipment/materials, and insurance/bonding. Address special arrangements where applicable.

Mentor:

The Mentor will provide a skilled superintendent who is experienced in pipe installation

Protégé:

The Protege' will provide the equipment & personnel to complete the task

Subcontractors:

We don't have any subcontractors for this job. We only have one Vendor of choice and that is Fortiline Waterworks.

Special Arrangements:

5. What scope of work to be performed by each participant of the MPP team?

a. Description of Mentor's responsibilities:

The Mentor will provide the bonding; accomplish his portion of the work; provide office and field guidance to the Protégé; purchase materials; and make payment applications to the city.

b. Description of Protégé's responsibilities on project:

The Protégé will accomplish his portion of the work, purchase materials, invoice the Protégé for work achieved.

c. Description of responsibilities that will be completed as a team:

Clean up, restoration & traffic control

6. What is the anticipated duration (in months) of each major phase of the project? During which phases will the Protégé be utilized?

The entire job will be completed in 100 days. We will be working side-by-side with our Protege'.



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Compliance Division
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Phone: 803-545-3049 Fax: 803-545-4130

7. How will the team comply with and maintain the focus on the requirements of the program for the duration of the project?

The lead field men will meet weekly to discuss the work to be accomplished and any specific requirements needed to accomplish those goals. Team leaders will converse as needed to ensure that materials and equipment are available to maintain the work flow.

8. What are the team's specific, quantitative goals and milestones for the current project?

Obviously a primary goal was met by obtaining a project which provides work for the companies and their personnel. The protégé will improve his creditworthiness and knowledge of purchasing materials while gaining field experience for the protégé's people. As projects are won & completed the protégé's reputation will be enhanced with piers.

9. Outline of Regularly Scheduled meeting between Mentor and Protégé (Progress reporting).

The Mentor & Protégé' team leaders will meet to discuss payment applications, productivity, concerns, etc...

10. Define payment schedule and financial terms identifying milestones for initial, progress and final payments.

Typically the Protégé will invoice for the work that he has accomplished and the materials that he has purchased on a monthly basis. His billing will be included with the mentor's billing to the city. The funds will be distributed upon receipt from the City.



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11. List the Subcontractors that will be used on this project, as well as the information requested below: (The Subcontractor(s) listed below will NOT consist of your Protégé.)

Subcontractor's Name	Telephone	Address	Who will they report to?	Contract Amount	MPP, MBE, WBE, SBE	Percentage of Contract
None						

12. What percentage of the project is being implemented by the Protégé? Must equate to a minimum of 20% of total contract amount.

Protégé Contract Value: 177,000.00

Percentage of Contract: 21% (Minimum of 20% of total contract amount is required)



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Phone: 803-545-3049 Fax: 803-545-4130

MENTOR-PROTEGE IMPLEMENTATION PLAN SIGNATURE SHEET

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their proper officials thereunto duly authorized as of the dates below indicated:

EXECUTED by Carolina Tap & Bore (Mentor Firm) this 19 day of FEBRUARY 2020.
Corporate SEAL

By: Richard Young
Title: President

ATTEST:
By: Melba Cannon
Title: Corporate Secretary

EXECUTED by LG Utilities (Protégé Firm) this 19 day of FEBRUARY, 2020.
Corporate SEAL

By: Susan B. Leitner
Title: President

ATTEST:
By: Richard Young
Title: Administrative Assistant

RECOMMENDED FOR APPROVAL:

EXECUTED by the Department of Utilities & Engineering, Compliance Division on this 21st day of March, 2020.

By: Gregory B. Germany
Title: Compliance Specialist

Business Information Record for Subconsultants/Subcontractors

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

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

Business Name (as shown on W9 or SAM.gov) / DUNS # & CAGE # (If Applicable)	City of Columbia Vendor Number	Services and/or Materials Provided	Cost of Services and/or Material (\$ Value)	Percentage of Total Contract	MBE, WBE, SBE, DBE, LBE, CDBE (indicate all that apply)	Minority Association Code (If applicable - Use 2 letter Code See Key Below)
_____				%		
Sloan Construction 248 Plemmons Road Duncan, SC 29334		Materials	8,500.00	1.0 %		
Martin Marietta 2125 State Street Cayce, SC 29033		Materials	8,500.00	1.0 %		
LG Utility Contractors 1410 Brevard Rd Lugoff, SC 29078		Services	177,000.00	21 %	WBE PROTEGE'	FB
				%		
				%		

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: \$ 194,000.00

TOTAL CONTRACT AMOUNT: \$ 842,750.00

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

Business Name: CAROLINA TAP & BORE, INC.

Representative Name/Title: RICHARD YOUNG - PRESIDENT

Date: FEB. 19, 2020

Business Information for Subconsultants/Subcontractors - continued

Event Number	BID 038-19-20-LAG	Organization	City of Columbia, SC
Event Title	Water Maintenance Utility Cut Repairs Distribution	Workgroup	Purchasing
Event Description	Pre-Bid Meeting will be held on February 13	Event Owner	Latisha Grice
Event Type	IFBs	Email	latisha.grice@columbiasc.gov
Issue Date	2/11/2020 12:10:49 PM (ET)	Phone	
Close Date	2/19/2020 10:00:00 AM (ET)	Fax	

UNOFFICIAL BID RESULTS

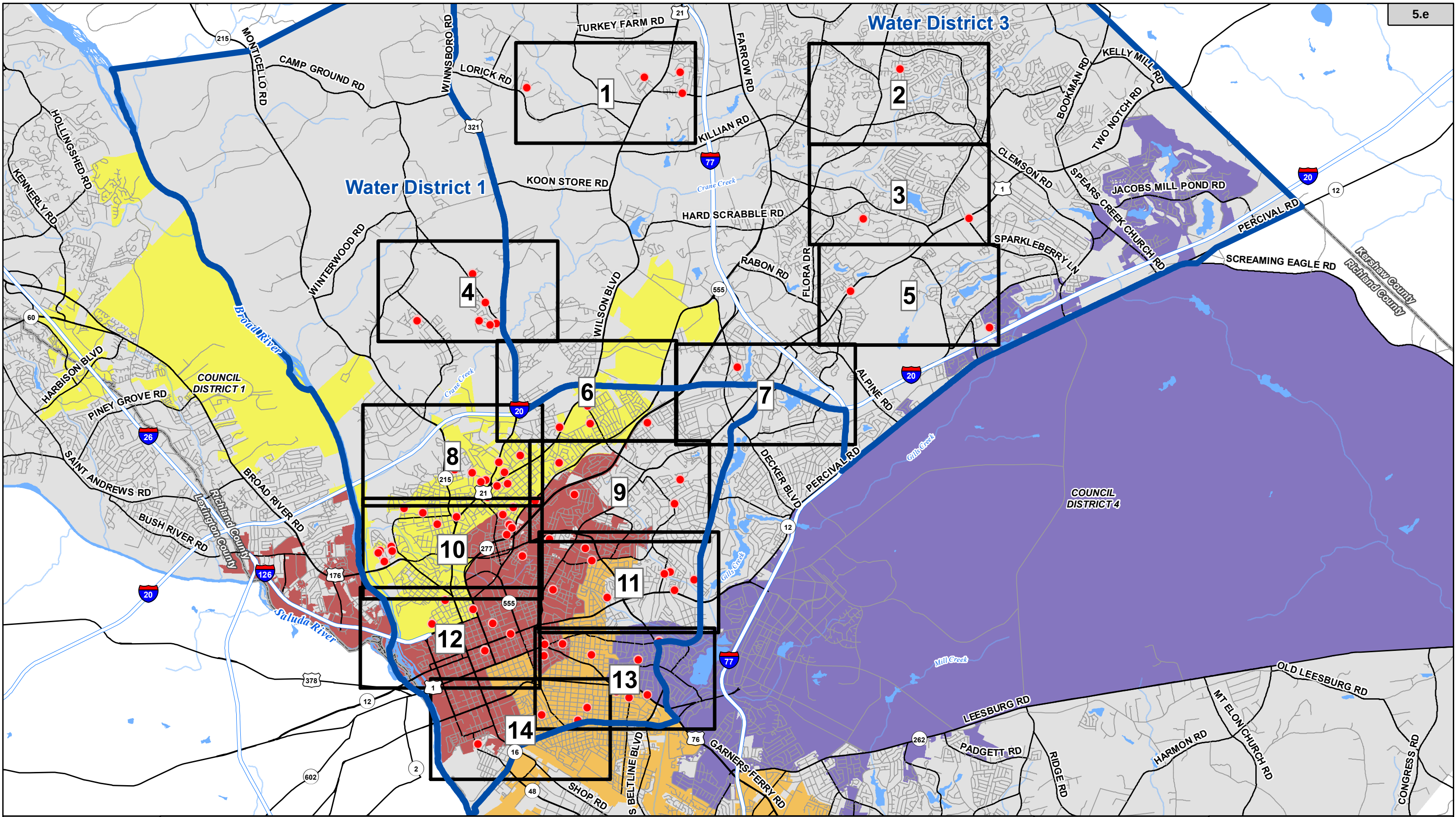
Responding Supplier	City	State	Response Submitted	Lines Responded	Response Total
Carolina Tap & Bore, Inc.	West Columbia	SC	2/18/2020 04:25:53 PM (ET)	1	\$823,250.00
North American Pipeline Manag Marietta		GA	2/19/2020 09:39:18 AM (ET)	1	\$960,519.00

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

UNOFFICIAL BID RESULTS

Note: The above “unofficial” bid tabulation information was read aloud during the respective bid opening in accordance with the City’s Procurement Code. This information will be posted on eBidcolumbiasc and the Procurement and Contracts Department’s bulletin board within two business days after bid opening. However, the final “official” bid tabulation shall only be released and posted after further evaluation of each bidder’s offer, responsiveness and responsibility verification. The final determination of award shall also be subject to other evaluation criteria, to include, but not limited to the City of Columbia’s Compliance requirements i.e., Subcontractor Outreach Program (SOP); Mentor/Protégé Program (MPP); Columbia Disadvantage Business Enterprise (CDBE) program guidelines; and/or any qualifying certified local business preferences, if applicable.

Disclosure of Bid Information: Only the information disclosed at the bid opening is considered to be public information under the Freedom of Information Act, Chapter 4 of Title 30, until after an issuance of an award or notice of intent to award is made, whichever is earlier.




Drinking Water • Wastewater • Stormwater

We Are Columbia

● Utility Cut Locations

Water Operational Area

Water District

Index Page

Council District 1

Council District 2

Council District 3

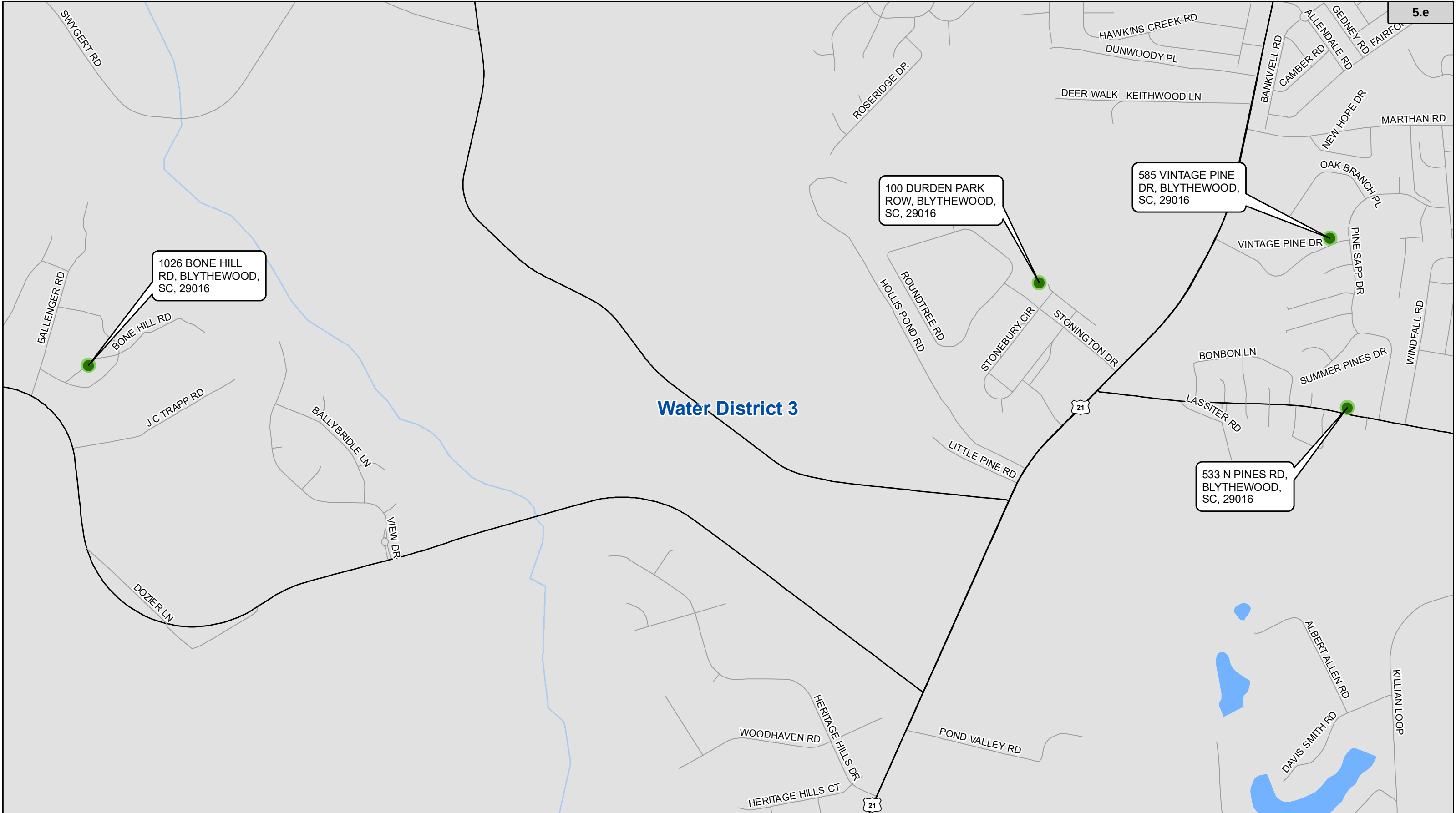
Council District 4


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0 0.5 1 2 Miles

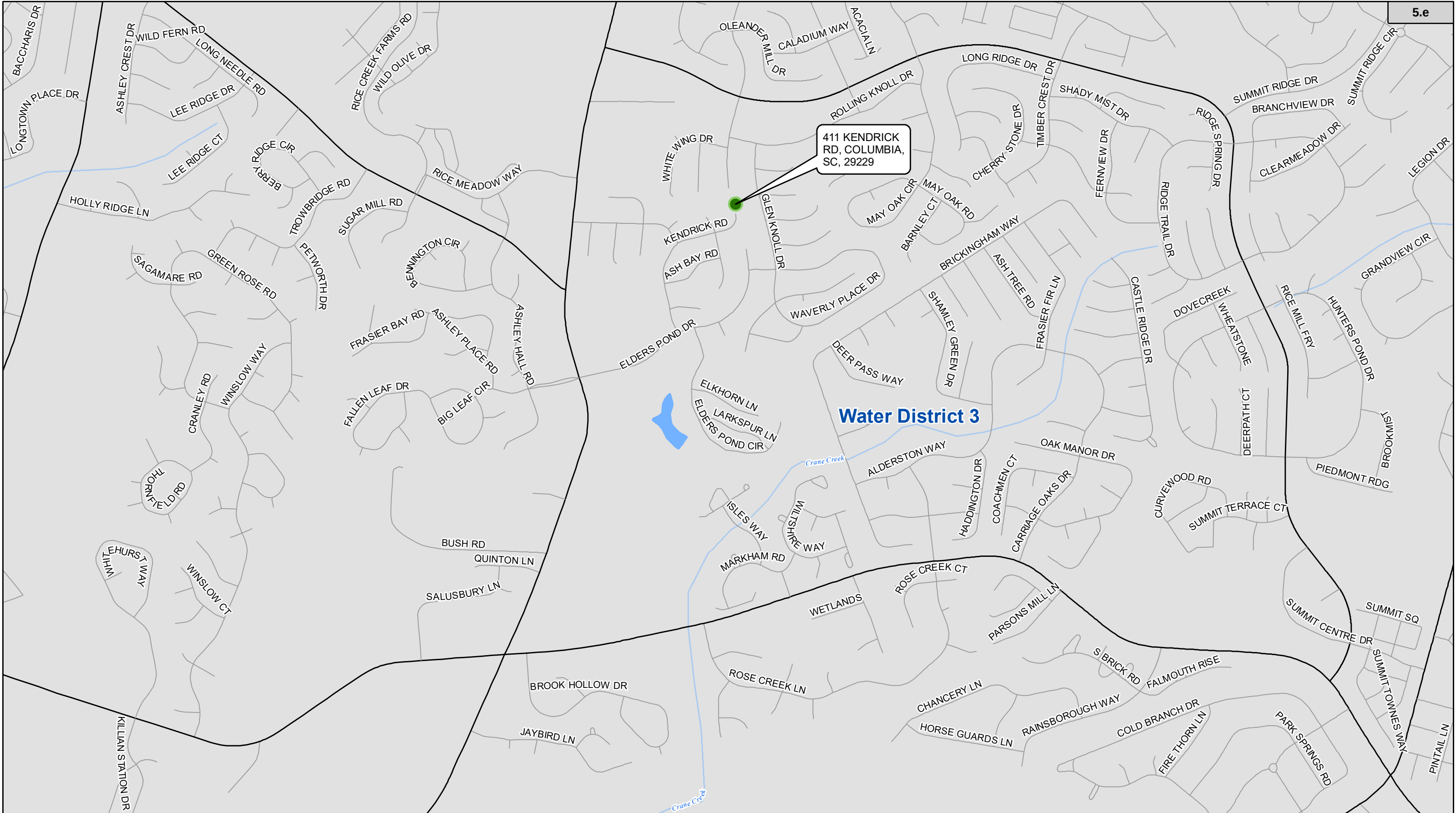
WM4523
Water Maintenance Utility Cut Repairs (Water District 1 & 3)
Mapbook

Prepared For: Co

Packet Pg. 76



  SAW: JAN 24, 2020 CW2020 Water Production Maps/Utility Cuts	<table border="0"><tr><td> Utility Cut Locations</td><td> Water Operational Area</td><td> Council District 1</td><td> Council District 3</td></tr><tr><td> Water District</td><td> Council District 2</td><td> Council District 4</td><td></td></tr></table>	 Utility Cut Locations	 Water Operational Area	 Council District 1	 Council District 3	 Water District	 Council District 2	 Council District 4		 1 inch = 1,000 feet 0 250 500 1,000 1,500 Feet	WM4523 Water Maintenance Utility Cut Repairs (Water District 1 and 3) Page 1 Prepared For: Co Packet Pg. 77
 Utility Cut Locations	 Water Operational Area	 Council District 1	 Council District 3								
 Water District	 Council District 2	 Council District 4									





SAW: JAN 24, 2020
CW2020 Water/Production Maps/Utility Cuts

 Utility Cut Locations

 Water Operational Area

 Water District

 Council District 1

 Council District 2

 Council District 3

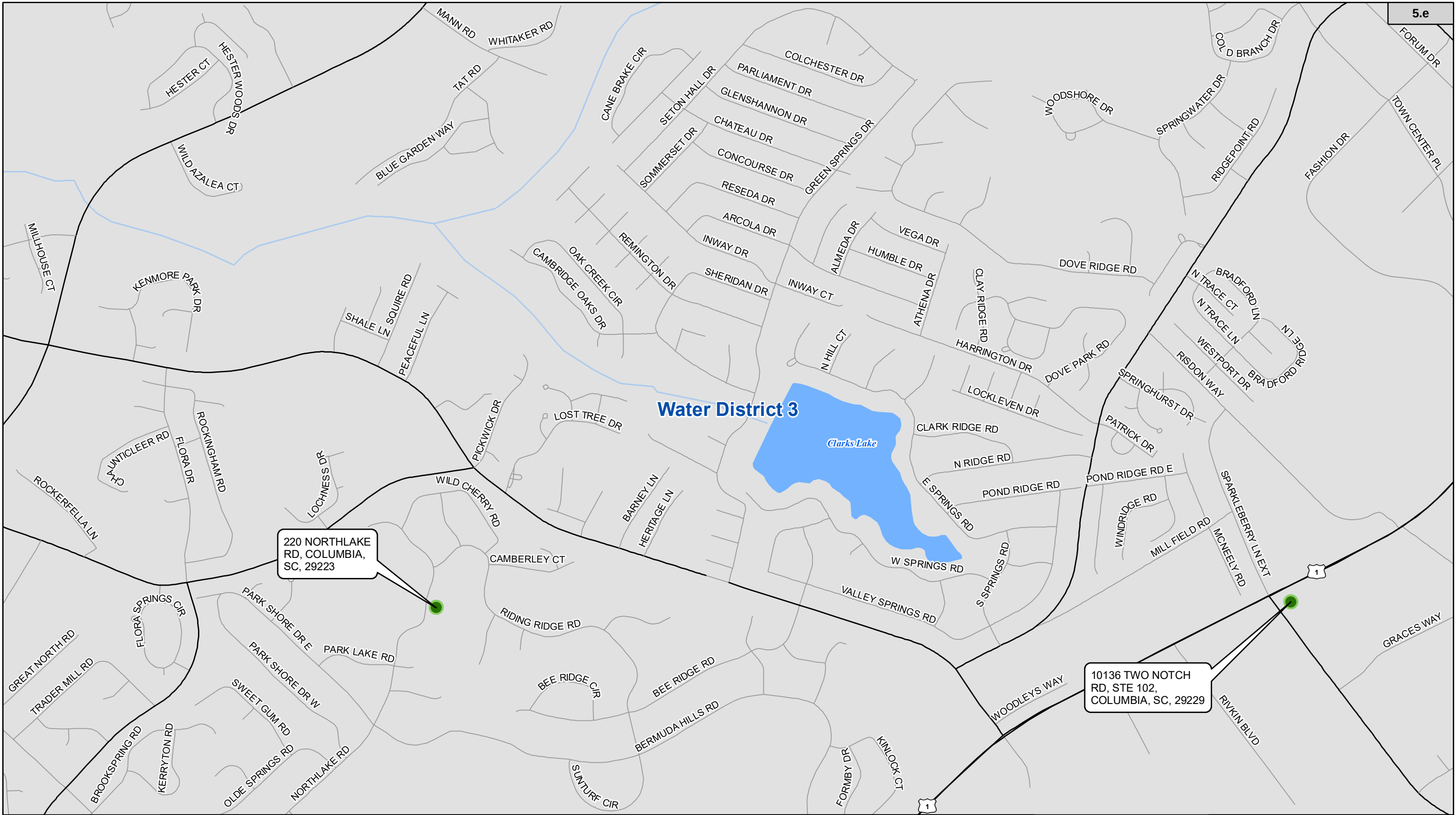
 Council District 4

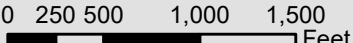

1 inch = 1,000 feet
0 250 500 1,000 1,500 Feet

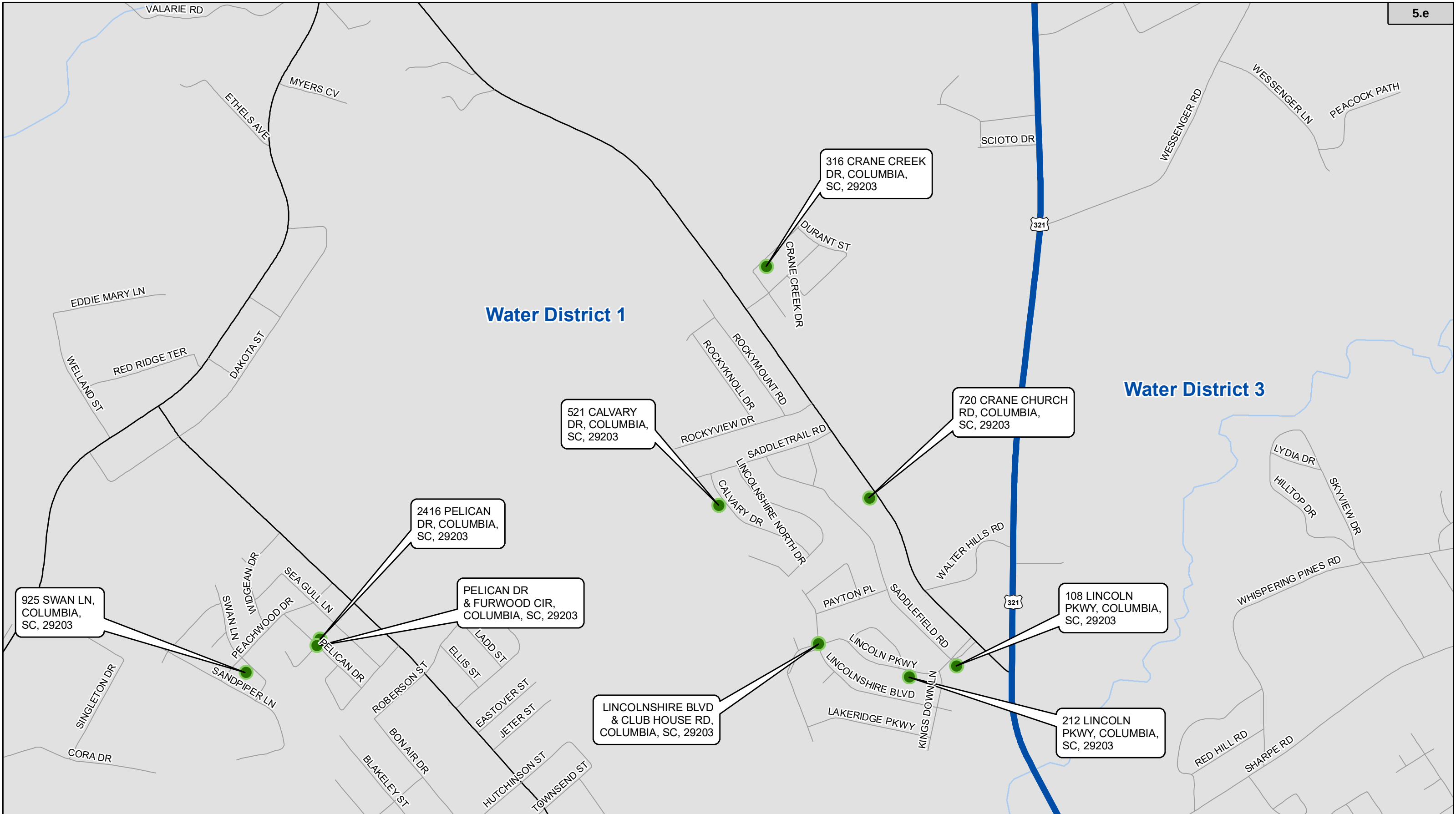
WM4523
Water Maintenance Utility Cut Repairs
(Water District 1 and 3)

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  SAW: JAN 24, 2020 CW2020 Water/Production Maps/Utility Cuts	 Utility Cut Locations  Water Operational Area  Water District  Council District 1  Council District 2  Council District 3  Council District 4	 1 inch = 1,000 feet  0 250 500 1,000 1,500 Feet	WM4523 Water Maintenance Utility Cut Repairs (Water District 1 and 3) Page 3 Prepared For: Co Packet Pg. 79
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SAW: JAN 24, 2020
CW2020 Water Production Maps/Utility Cuts

● Utility Cut Locations

□ Water Operational Area

□ Water District

■ Council District 1

■ Council District 2

■ Council District 3

■ Council District 4



1 inch = 1,000 feet

0 250 500 1,000 1,500 Feet

WM4523

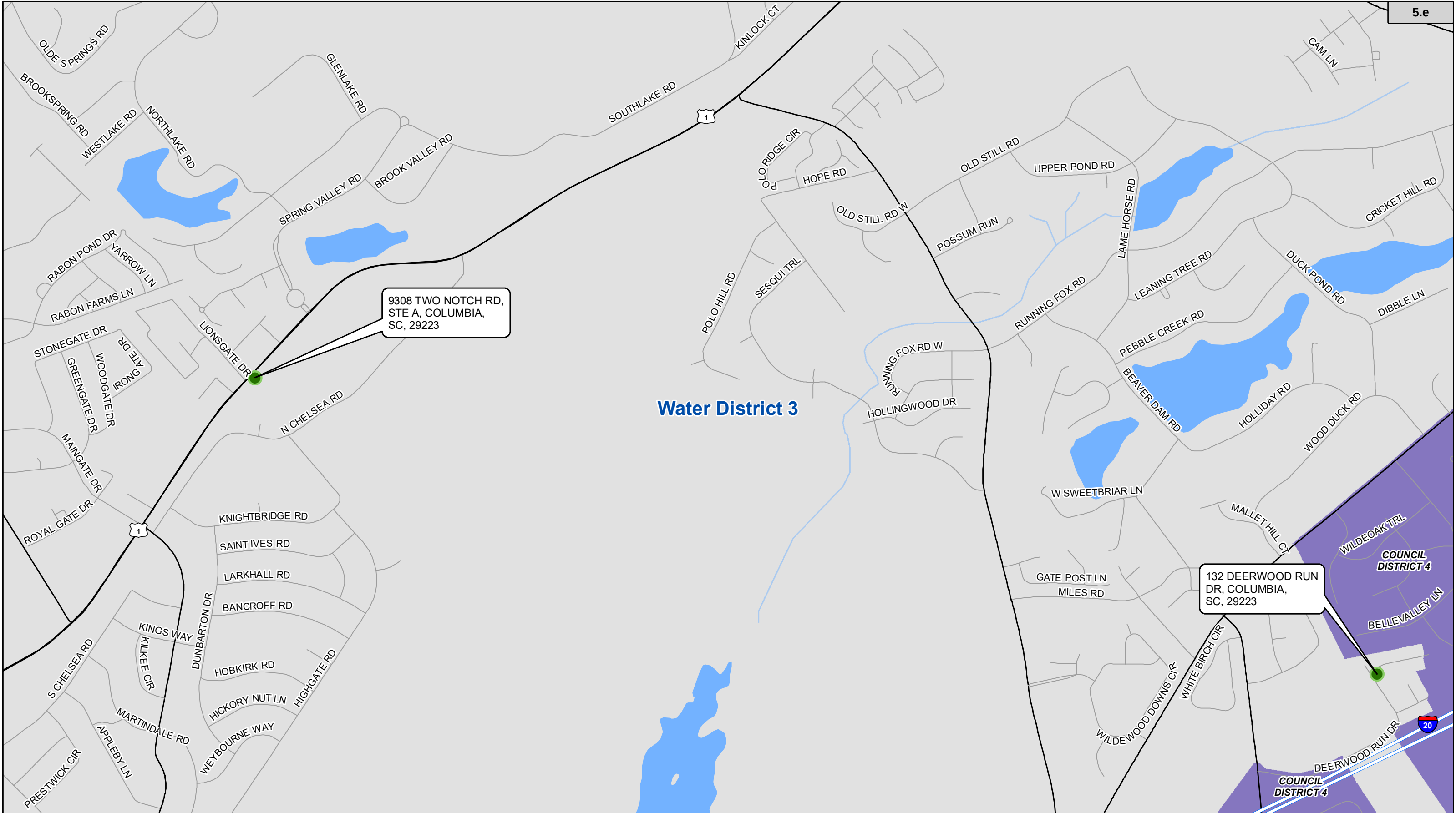
Water Maintenance Utility Cut Repairs

(Water District 1 and 3)

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Prepared For: Co

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SAW: JAN 24, 2020
CW2020 Water/Production Maps/Utility Cuts

● Utility Cut Locations

□ Water Operational Area

□ Water District

□ Council District 1

□ Council District 2

□ Council District 3

□ Council District 4



1 inch = 1,000 feet

0 250 500 1,000 1,500 Feet

WM4523

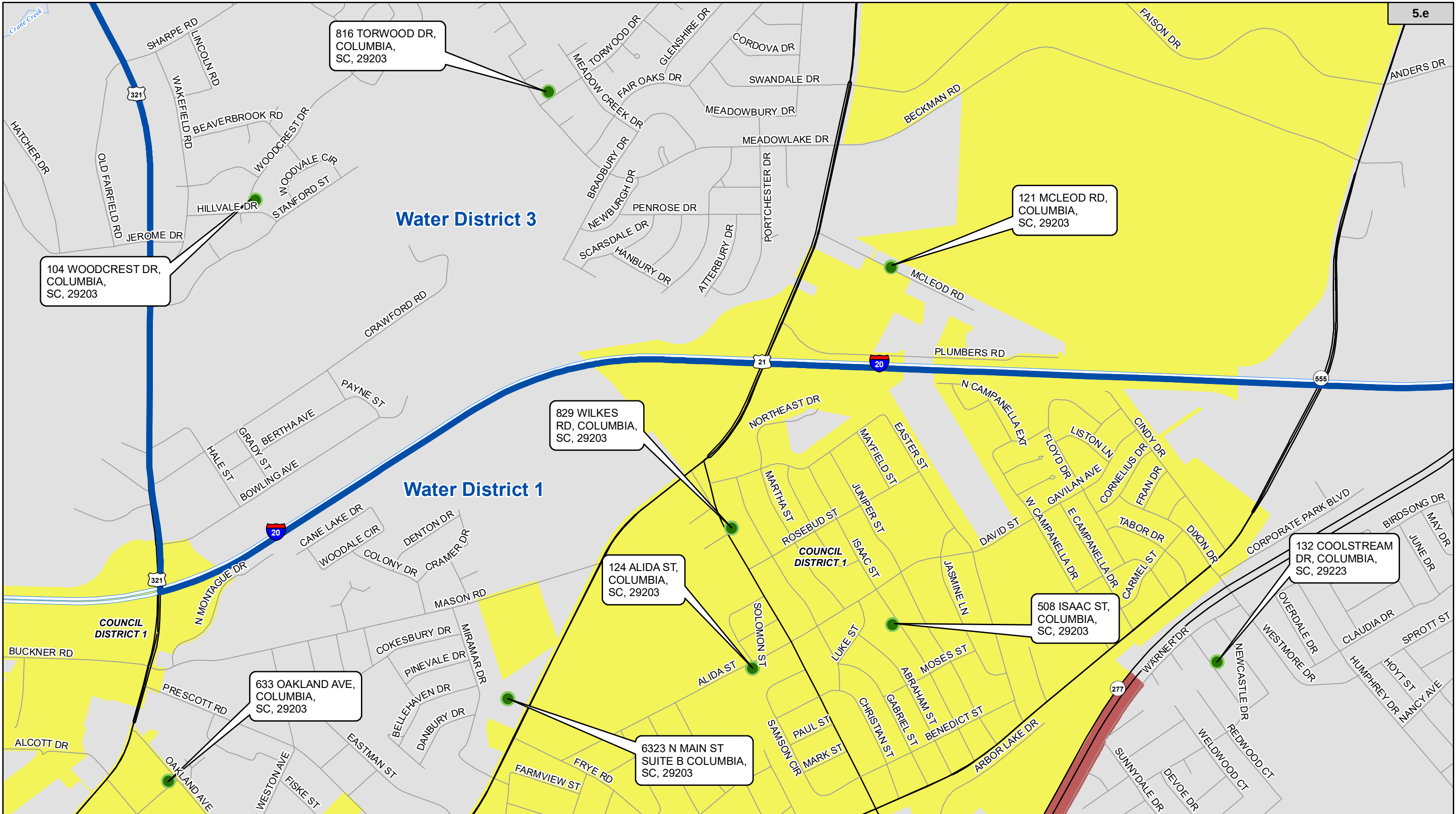
Water Maintenance Utility Cut Repairs

(Water District 1 and 3)

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CW2020 Water/Production Maps/Utility Cuts

-  Utility Cut Locations
-  Water Operational Area
-  Water District

-  Council District 1
-  Council District 2

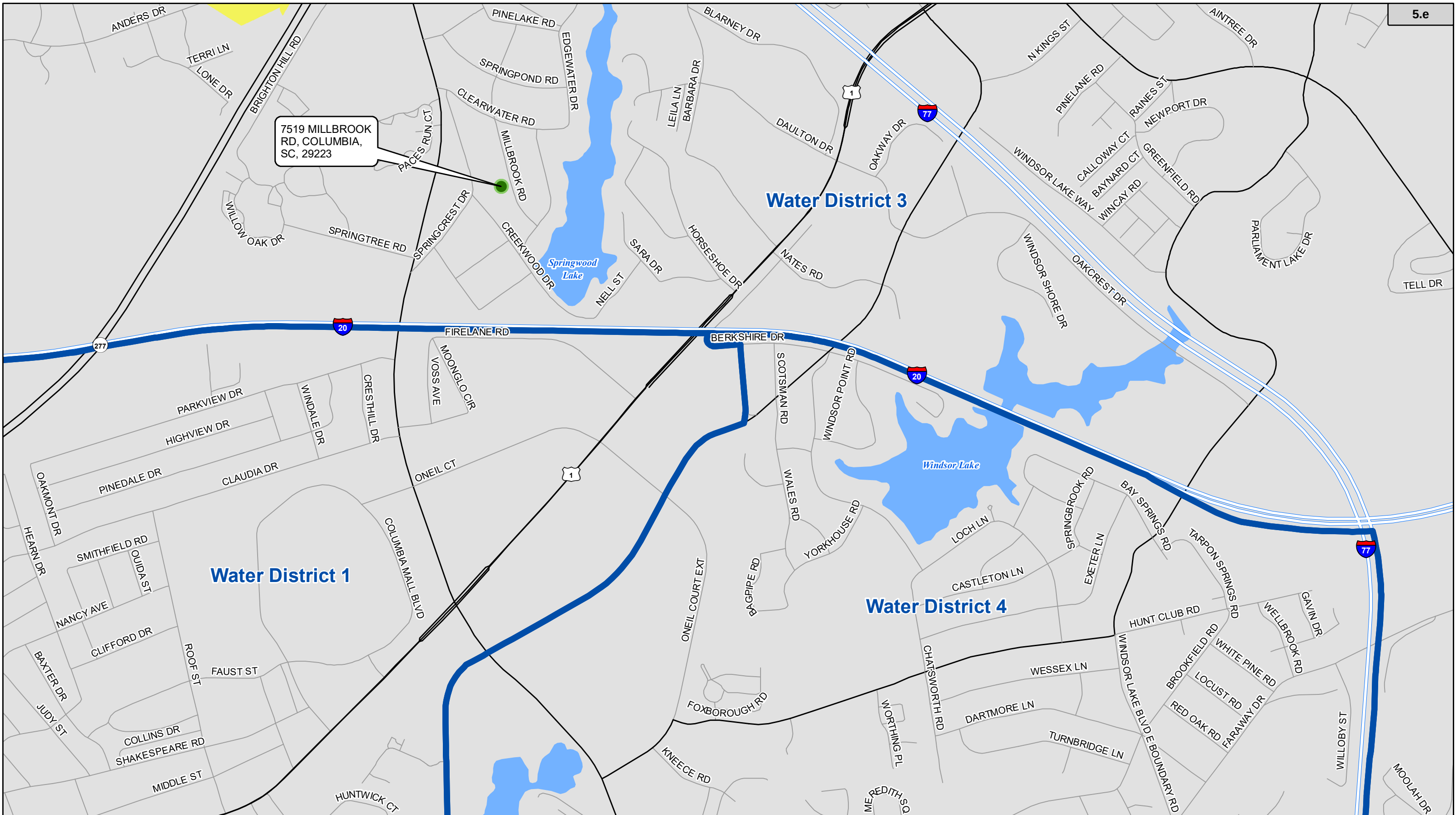
-  Council District 3
-  Council District 4


1 inch = 1,000 feet
0 250 500 1,000 1,500 Feet

WM4523
Water Maintenance Utility Cut Repairs
(Water District 1 and 3)

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Prepared For: Co

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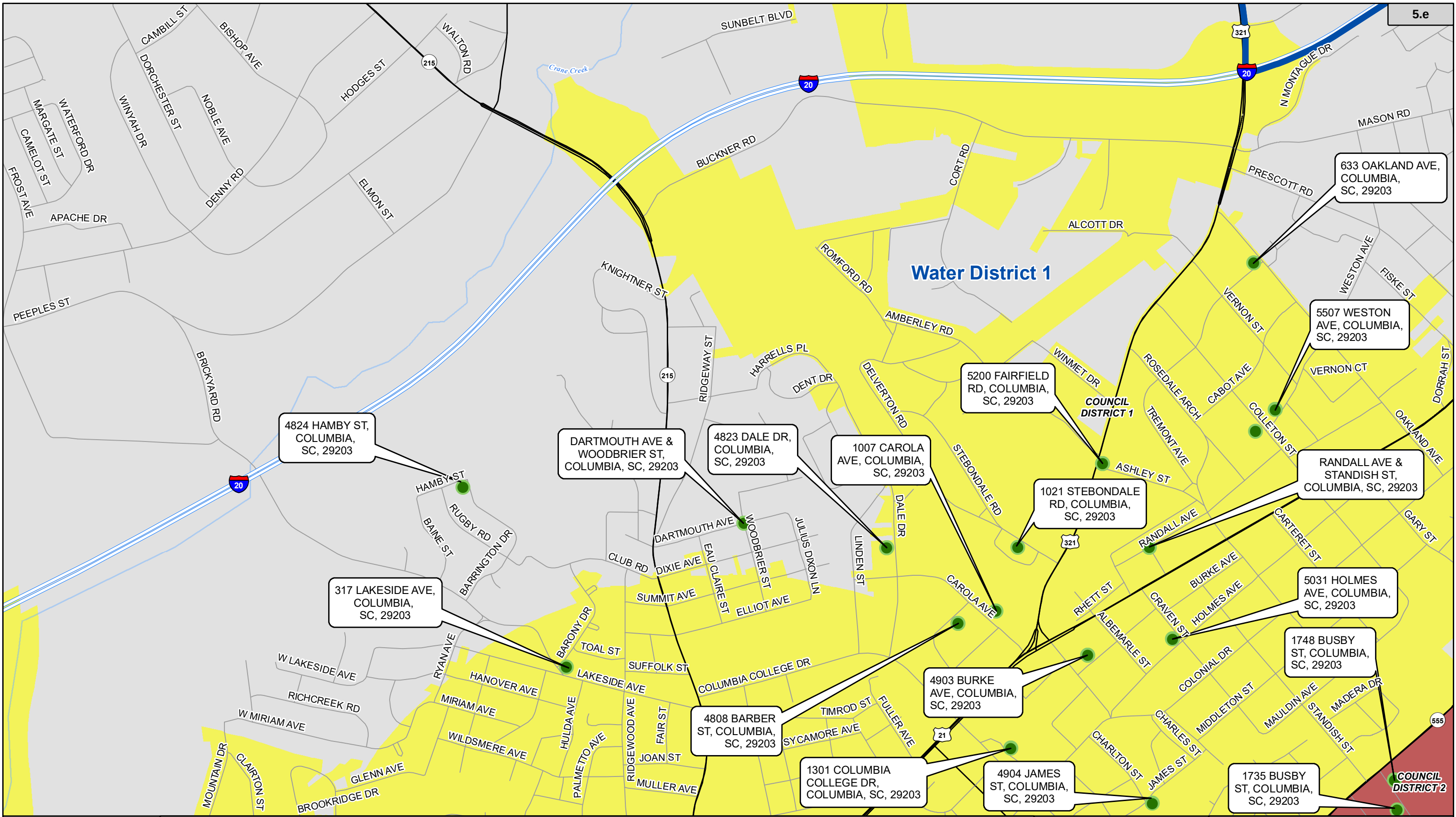
7519 MILLBROOK
RD, COLUMBIA,
SC, 29223

Water District 3

Water District 1

Water District 4

 We Are Columbia SAW: JAN 24, 2020 CW2020 Water Production Maps/Utility Cuts	Utility Cut Locations	Water Operational Area	Council District 1	Council District 3
	Water District	Council District 2	Council District 4	
 1 inch = 1,000 feet 0 250 500 1,000 1,500 Feet				
WM4523 Water Maintenance Utility Cut Repairs (Water District 1 and 3) Page 7 Prepared For: Co Packet Pg. 83				





SAW: JAN 24, 2020
CW2020 Water/Production Maps/Utility Cuts

- Utility Cut Locations
- Water Operational Area
- Water District

- Council District 1
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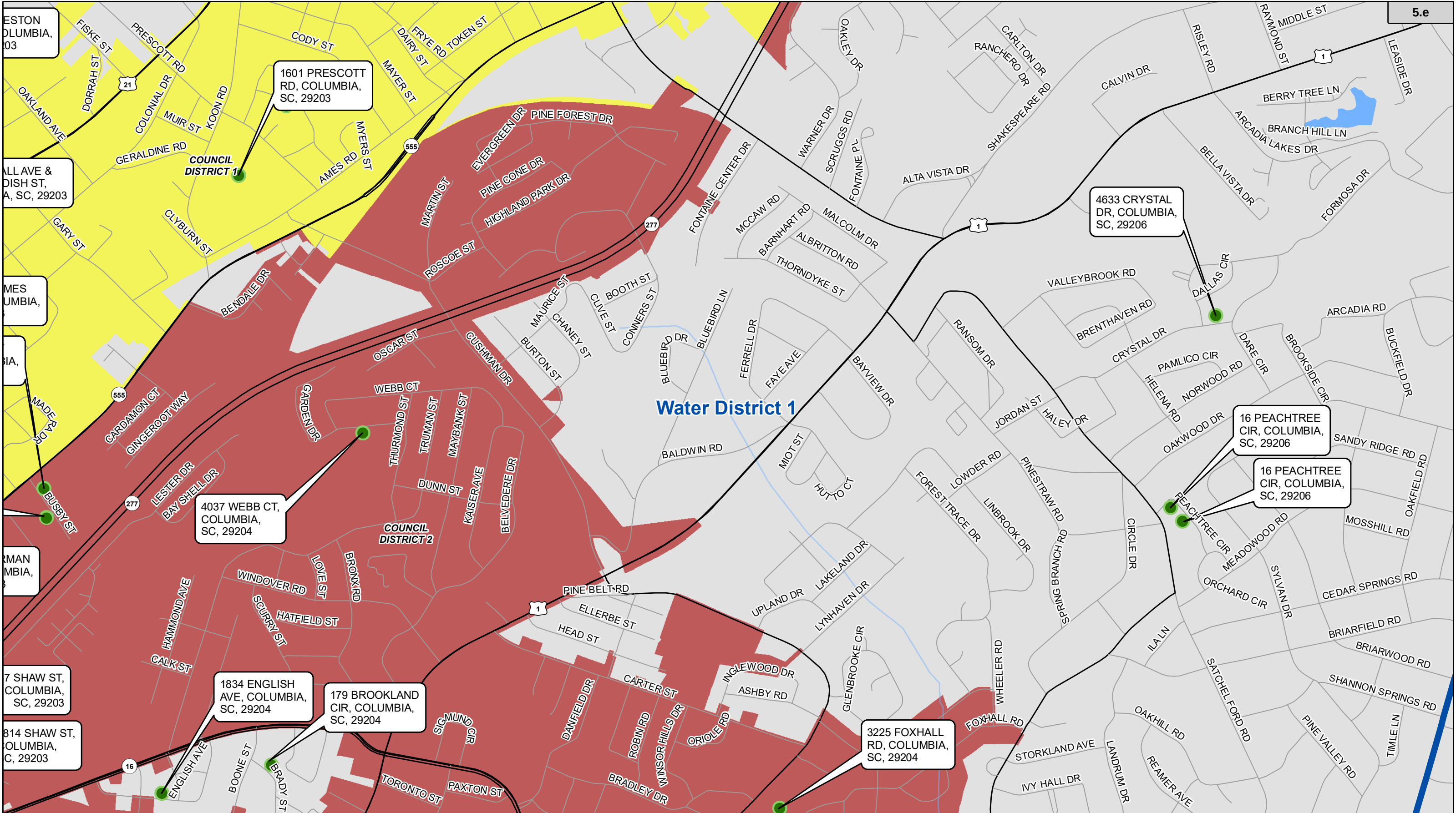
1 inch = 1,000 feet

0 250 500 1,000 1,500 Feet

WM4523
Water Maintenance Utility Cut Repairs
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SAW: JAN 24, 2020
CW2020 Water/Production Maps/Utility Cuts

● Utility Cut Locations

□ Water District

□ Water Operational Area

□ Council District 1

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□ Council District 3

□ Council District 4



1 inch = 1,000 feet

0 250 500 1,000 1,500 Feet

WM4523

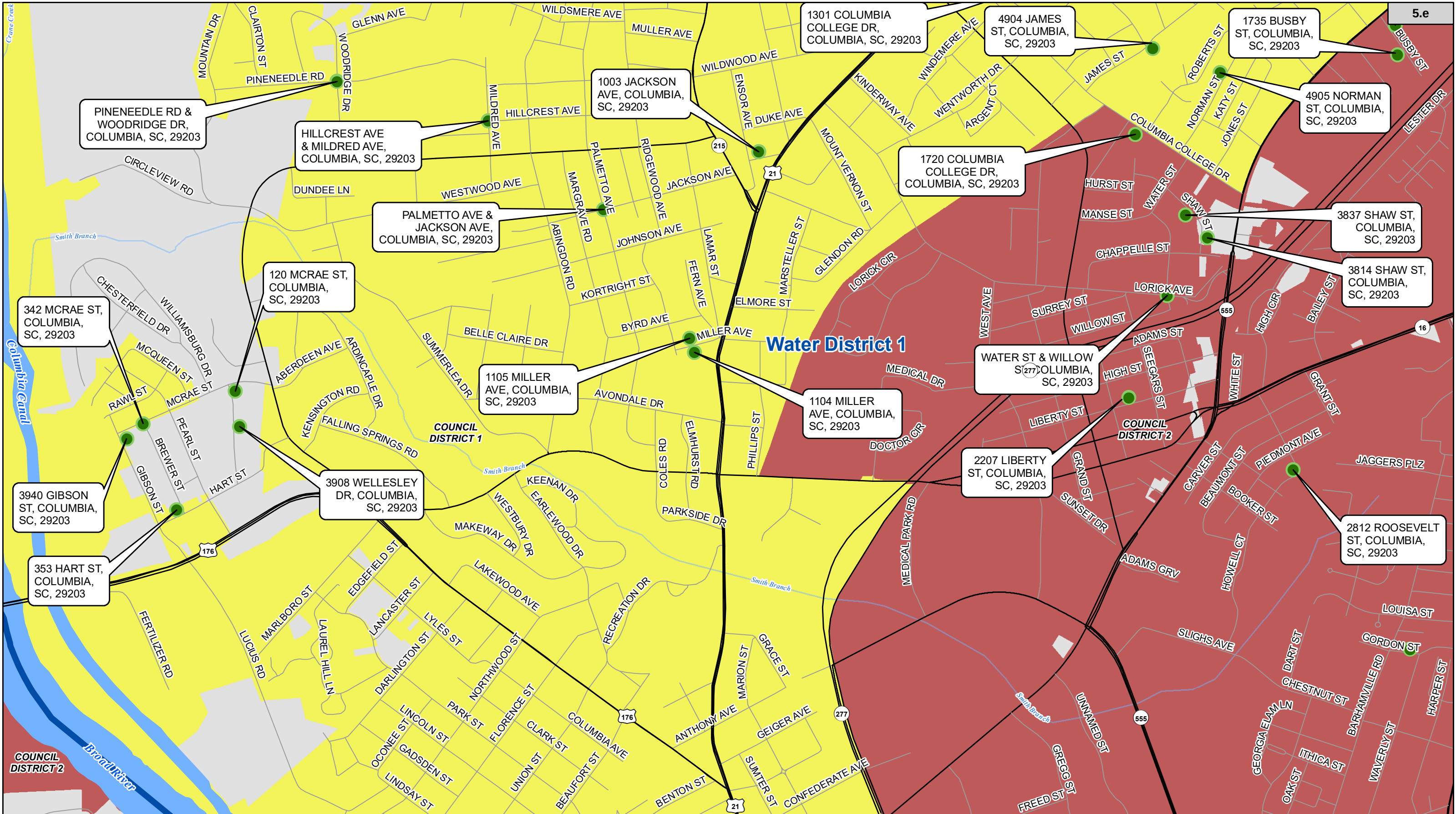
Water Maintenance Utility Cut Repairs

(Water District 1 and 3)

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Prepared For: Co

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SAW: JAN 24, 2020
CW2020 Water/Production Maps/Utility Cuts

● Utility Cut Locations

Water Operational Area

Water District

Council District 1

Council District 2

Council District 3

Council District 4



1 inch = 1,000 feet

0 250 500 1,000 1,500 Feet

WM4523

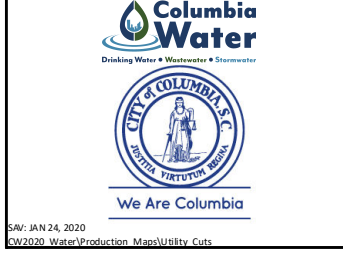
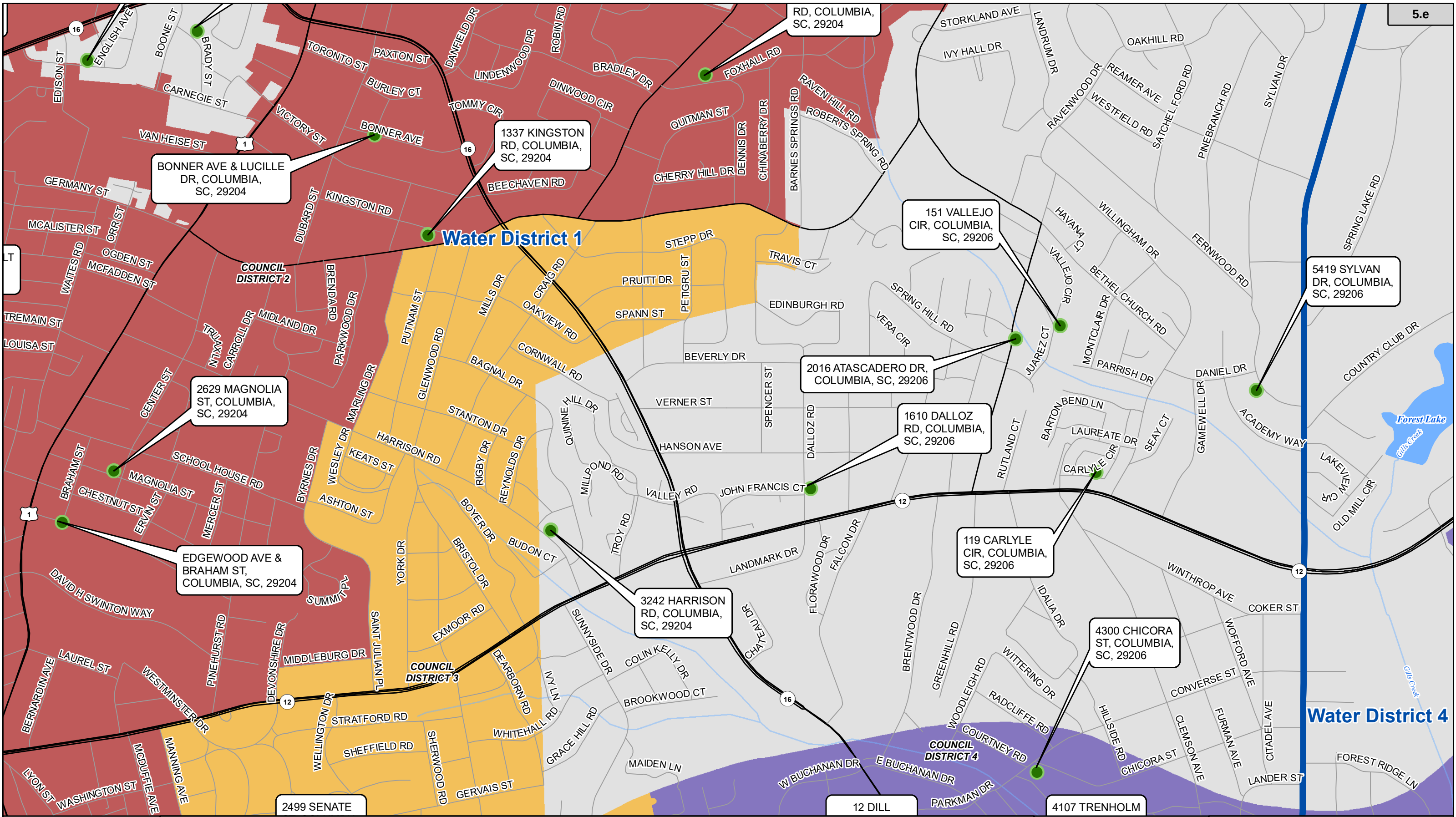
Water Maintenance Utility Cut Repairs

(Water District 1 and 3)

Page 10

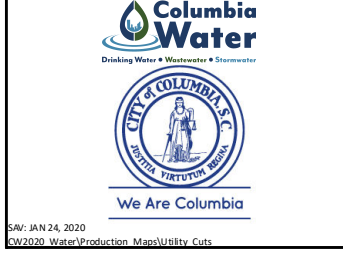
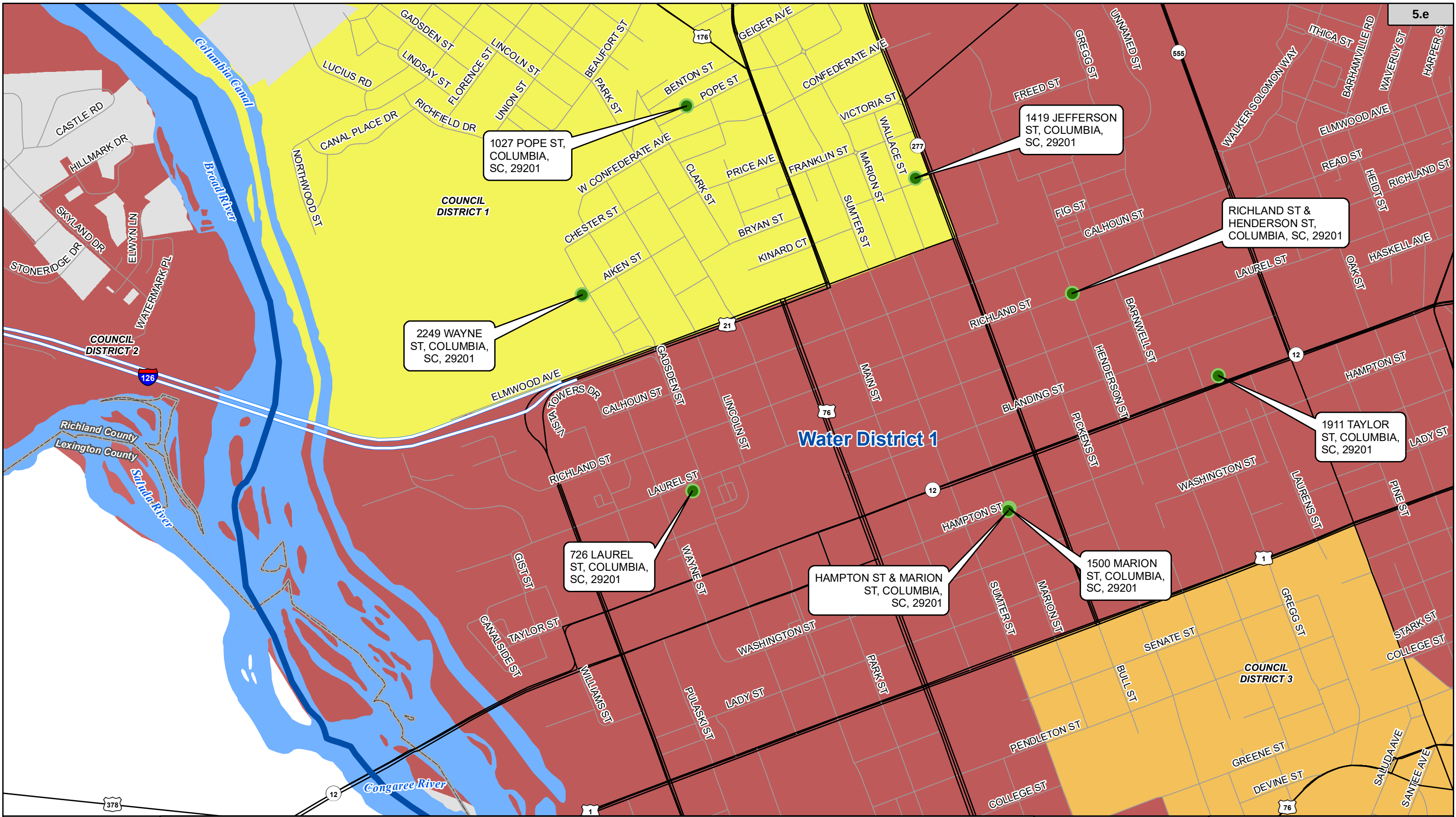
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 Utility Cut Locations	 Water Operational Area	 Council District 1	 Council District 3
 Water District	 Council District 2	 Council District 4	

1 inch = 1,000 feet



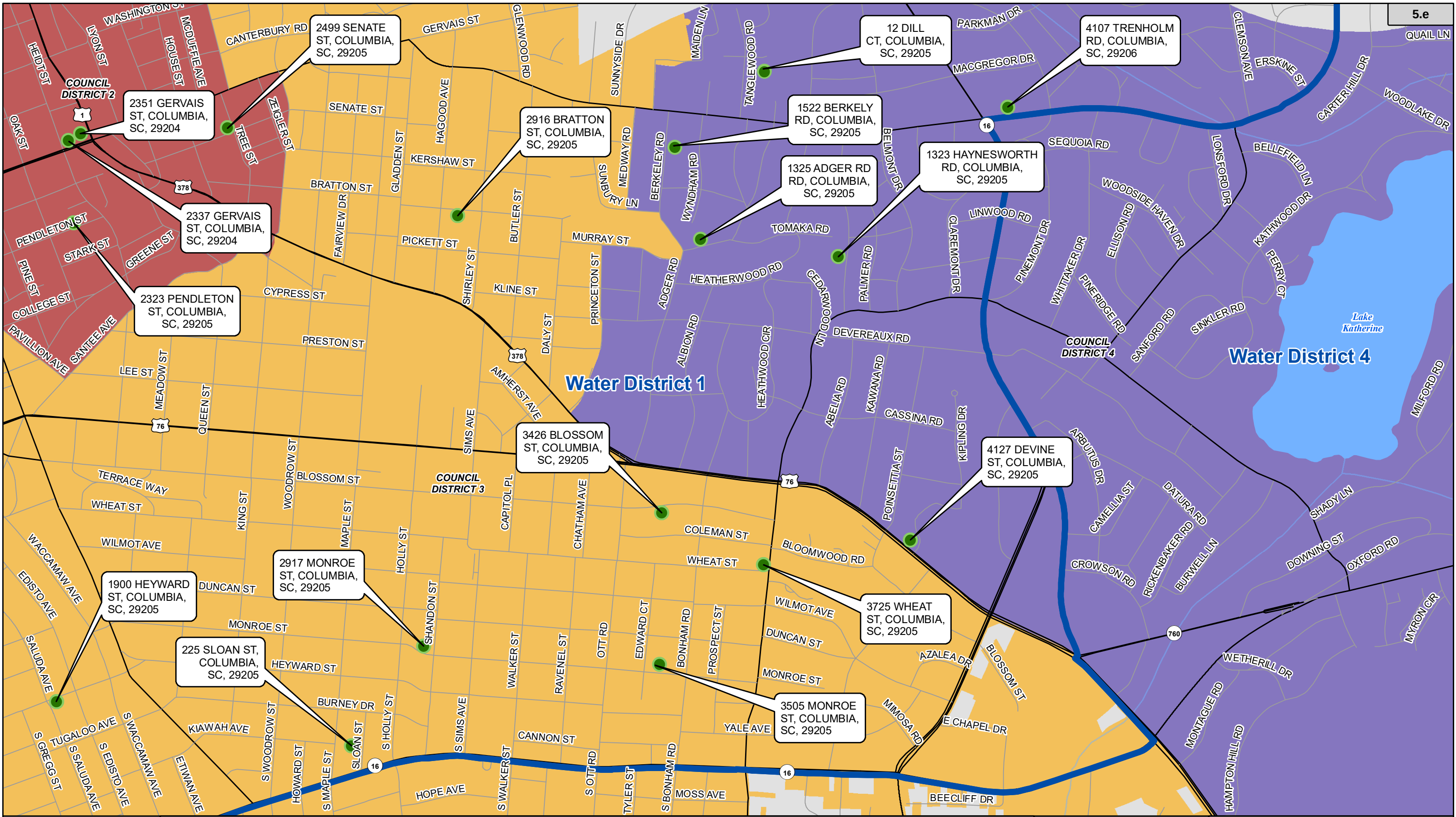
 Utility Cut Locations	 Water Operational Area	 Council District 1	 Council District 3
 Water District	 Council District 2	 Council District 4	

1 inch = 1,000 feet

WM4523
Water Maintenance Utility Cut Repairs
(Water District 1 and 3)

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SA: JAN 24, 2020
CW2020 Water Production Maps/Utility Cuts

- Utility Cut Locations
- Water Operational Area
- Water District

- Council District 1
- Council District 2
- Council District 3
- Council District 4



1 inch = 1,000 feet

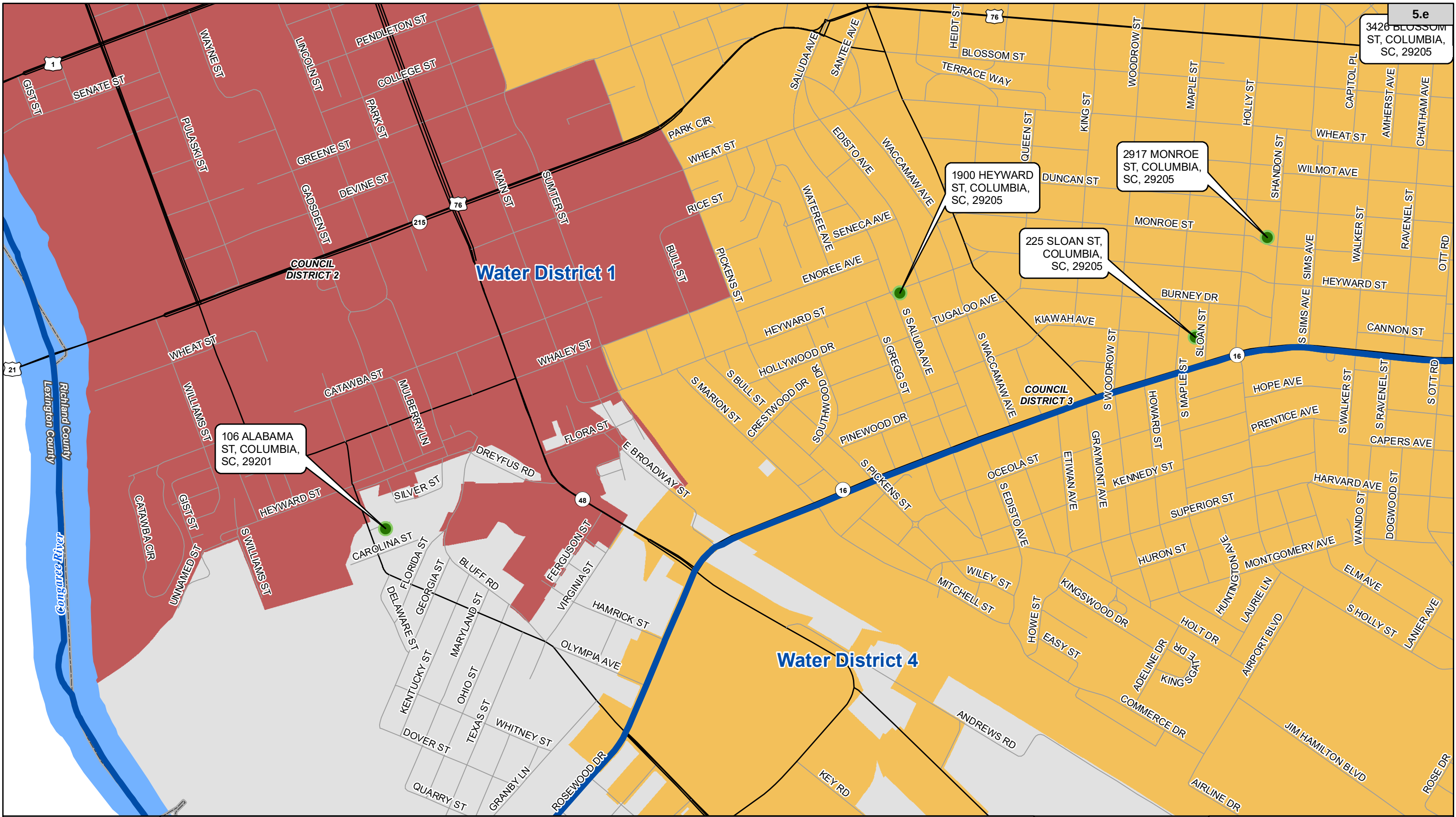


0 250 500 1,000 1,500 Feet

WM4523
Water Maintenance Utility Cut Repairs
(Water District 1 and 3)

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Prepared For: Co

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We Are Columbia

MEETING DATE: April 7, 2020

DEPARTMENT: Procurement and Contracts

FROM: Sandra Wright, Purchasing Agent

SUBJECT: Council is asked to approve a Contract for Project WM4525; Water Maintenance Utility Cut Repairs (Water District 4) as requested by Columbia Water. Award to Carolina Tap & Bore, Inc. in an amount not to exceed \$1,034,148.00, which includes contingency. This firm is located in West Columbia, SC.

REQUISITION NO.: R203395

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: Engineering Water & Sewer Improvements (5516220-WM452501-658500). The original budget amount is \$1,124,765.40.

BUSINESS PROGRAM: Mentor Protege Program

CLEAN WATER 2020?: No

FOCUS AREAS: Innovative & High Quality Municipal Services

PURPOSE:

This is a Mentor Protégé Program project. Carolina Tap & Bore, Inc., a Local Business Enterprise of West Columbia, SC, is the Mentor and will be performing utility cut repairs at 77% (\$663,415.00) of the total contract value. LG Utilities, LLC, a Woman Business Enterprise and a Local Business Enterprise of Lugoff, SC, is the Protégé and will be performing utility cut repairs at 21% (\$180,975.00) of the total contract value.

The following suppliers will be providing additional materials/supplies:

Sloan Construction of Duncan, SC will be providing materials at 1% (\$8,700.00) of the total contract value.

Martin Marietta of Cayce, SC will be providing materials at 1% (\$8,700.00) of the total contract value.

There were two (2) responsive and responsible bids received for this project under BID #040-19-20-LAG.

The total construction time allocated for this project is one hundred (100) consecutive calendar days after the Notice to Proceed is issued.

Base Bid	\$ 861,790.00
Contingency (20%)	\$ 172,358.00
Total	\$1,034,148.00

ATTACHMENTS:

- **#a:** Contract Approved by Legal (PDF)
- **#b:** Compliance Approval - Impl. Plan - BIR (PDF)
- **#c:** PM Recommendation (MSG)
- **#d:** Bid Tabulation (PDF)
- **#e:** WM4525_Water District 4_Mapbook (PDF)

CONTRACT

City of Columbia, South Carolina

WM4525

Water Maintenance Utility Cut Repairs District 4

BID 040-19-20-LAG

This Contract is made by and between the City of Columbia, Columbia, South Carolina, hereinafter called Owner, and **Carolina Tap & Bore, Inc.** with legal address and principal place of business at **2430 Morningside Drive, West Columbia SC, 29169**, hereinafter called Contractor. Owner and Contractor in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1. WORK.

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

ARTICLE 2. ENGINEER.

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

ARTICLE 3. CONTRACT TIME.

3.1 The Contract Time shall be **one hundred (100)** consecutive calendar days from the said date of commencement as defined in the Notice to Proceed (NTP) to fully complete the amount of work herein contemplated.

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

ARTICLE 4. CONTRACT PRICE.

4.1 Owner will pay Contractor for performance of the Work in accordance with the Contract Documents in current funds at the contract price agreed upon in the Contractor's Bid Form attached to this Contract which establishes the contract price as **Eight Hundred Sixty-One Thousand Seven Hundred Ninety Dollars and Zero Cents (\$861,790.00)**.

ARTICLE 5. APPLICATIONS FOR PAYMENT

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

ARTICLE 6. PROGRESS AND FINAL PAYMENTS

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

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

ARTICLE 7. LIQUIDATED DAMAGES

7.1 Owner and Contractor recognize that time is of the essence of this Contract and that Owner will suffer financial loss if the Work is not completed within the Contract Time (and specific milestones) specified in Article 3 above, plus any extensions thereof allowed. They also recognize the delays, expense and difficulties involved in proving, in a legal proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner **Two Hundred Fifty Dollars and Zero Cents (\$250.00)** per day for each calendar day of delay until the Work is complete.

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

ARTICLE 8. ASSURANCE

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

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

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

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

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

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

ARTICLE 9. CONTRACT DOCUMENTS.

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

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

9.2.1 Invitation For Bid.

9.2.2 Instructions To Bidders.

9.2.3 Bid Form.

9.2.4 This Contract.

9.2.5 Performance and Payment Bond.

9.2.6 Part 15 "General Specifications", Part 16 "Specifications for Water Distribution System, Materials, and Construction", Part 18 "Specifications for Roadway Improvements, Materials, and Construction", Part 20 "Specifications for Sodding, Fertilizing and Seeding" all of the City of Columbia's Engineering Regulations.

9.2.7 Special Provisions.

9.2.8 Mapbook, numbered 1 through 11, inclusive.

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

9.2.10 The Mentor Protégé Program (MPP) Guidelines and the Mentor Protégé Program (MPP) Implementation Plan.

ARTICLE 10. TERMINATION

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

ARTICLE 11. MISCELLANEOUS

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

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

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

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

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

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

Contractor

BY

(CORPORATE SEAL)

Attest

Address for giving notices:

Date: _____

Owner

City of Columbia, SC

BY

Teresa Wilson, City Manager

(CORPORATE SEAL)

Attest

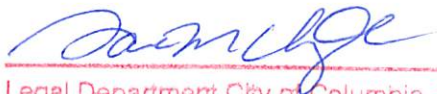
Address for giving notices:

Department of Procurement and Contracts1800 Main Street, 2nd FloorColumbia, SC 29201

Date: _____

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

APPROVED AS TO FORM



Legal Department City of Columbia, SC



CITY OF COLUMBIA
INTER-OFFICE MEMORANDUM

TO: Juliet Nelly, Program Compliance Administrator
FROM: Latisha A. Grice, Bid Coordinator
Department of Procurement and Contracts
DATE: February 26, 2020

**SUBJECT: PROJECT: BID 040-19-20-LAG – Water Maintenance Utility Cut Repairs
District 4 (WM4525)**

Bids for this project were opened publicly at 10:30 a.m., February 19, 2020 in the second floor Conference Room, 1800 Main Street.

Bids submitted for the referenced project were in participation with the Mentor Protégé Program (MPP). The apparent responsive low bidder is **Carolina Tap & Bore, Inc. of West Columbia SC at \$861,790.00.**

Please review for Mentor Protégé Program compliance and return your approval as soon as possible. Also, please verify the percentages listed on the Business Information Record and check for consistency to the noted dollar amount.

Please indicate your approval with your signature below and return to me when you have completed your review.

Thank You.

Review Approved: 
Juliet Nelly, Compliance Administrator

DATE: 3/4/20



CITY OF COLUMBIA

Department of Utilities and Engineering
Compliance Division
P.O. Box 147 | Columbia, South Carolina 29217
Phone: 803-545-3049 Fax: 803-545-4130

MENTOR PROTÉGÉ PROGRAM Implementation Plan

Date: 02/19/2020 Project Number: WM4525
Mentor: Carolina Tap & Bore, Inc. Project Name: WATER MAINT. DIST. 4
Protégé: LG Utilities, LLC Duration of the Project: 100 Consec. days
Project Contract Amount: 861,790.00 Protégé Amount: 180,975.00

Statement of Commitment: Both Mentor and Protégé are committed to providing an adequate amount of resources and effort to execute the plan below. Mentor and Protégé acknowledge the Implementation Plan is a joint plan and agree to meet at least quarterly to verify compliance with this Plan.

1. How do the Mentor and Protégé intend to work together on the designated project?
Address contractual relationship, general roles and informal teaming arrangements.

Both parties will provide manpower, equipment and purchase materials. The work will be segmented such that the mentor will be completely responsible for the piping installation in total along certain streets and the protégé will be completely responsible for the piping installation along his certain streets. Traffic control items will be provided by the Mentor for use by both Mentor & Protege'

2. How will the specific, quantitative goals in the Annual Business Plan and MPP Agreement be implemented via the work on the project? *Address general goals here and specific goals in question 9.*

Obtaining a project from the city allows the parties to work together in a real world application. The protégés personal have the opportunity to work with city inspectors and have the assistance from well conditioned field people. The protégé will purchase materials which will provide the opportunity to increase their creditworthiness. The protégé will gain experience in dealing with Vendors

3. How will the team focus on developing protégé's business and implementing the actions necessary to obtain results reflected in the Mentor-Protégé Agreement? *Identify milestones, thresholds, or other indicators team that would indicate success is being achieved.*

The mentor and protégé team leaders will meet to discuss the portioning of the work; the identification, scheduling and purchasing of materials; payment planning and applications; equipment and personnel requirements; and establish date sensitive goals.



CITY OF COLUMBIA

Department of Utilities and Engineering
Compliance Division
P.O. Box 147 | Columbia, South Carolina 29217
Phone: 803-545-3049 Fax: 803-545-4130

4. Proposed manpower and resources from both the Mentor and the Protégé is required for the project. Address key personnel, equipment/materials, and insurance/bonding. Address special arrangements where applicable.

Mentor:

The Mentor will provide a skilled superintendent who is experienced in pipe installation

Protégé:

The Protege' will provide the equipment & personnel to complete the task

Subcontractors:

We don't have any subcontractors for this job. We only have one Vendor of choice and that is Fortiline Waterworks.

Special Arrangements:

5. What scope of work to be performed by each participant of the MPP team?

a. Description of Mentor's responsibilities:

The Mentor will provide the bonding; accomplish his portion of the work; provide office and field guidance to the Protégé; purchase materials; and make payment applications to the city.

b. Description of Protégé's responsibilities on project:

The Protégé will accomplish his portion of the work, purchase materials, invoice the Protégé for work achieved.

c. Description of responsibilities that will be completed as a team:
Clean up, restoration & traffic control

6. What is the anticipated duration (in months) of each major phase of the project? During which phases will the Protégé be utilized?

The entire job will be completed in 100 days. We will be working side-by-side with our Protege'.



CITY OF COLUMBIA

Department of Utilities and Engineering
 Compliance Division
 P.O. Box 147 | Columbia, South Carolina 29217
 Phone: 803-545-3049 Fax: 803-545-4130

7. How will the team comply with and maintain the focus on the requirements of the program for the duration of the project?

The lead field men will meet weekly to discuss the work to be accomplished and any specific requirements needed to accomplish those goals. Team leaders will converse as needed to ensure that materials and equipment are available to maintain the work flow.

8. What are the team's specific, quantitative goals and milestones for the current project?

Obviously a primary goal was met by obtaining a project which provides work for the companies and their personnel. The protégé will improve his creditworthiness and knowledge of purchasing materials while gaining field experience for the protégé's people. As projects are won & completed the protégé's reputation will be enhanced with piers.

9. Outline of Regularly Scheduled meeting between Mentor and Protégé (Progress reporting).

The Mentor & Protégé' team leaders will meet to discuss payment applications, productivity, concerns, etc...

10. Define payment schedule and financial terms identifying milestones for initial, progress and final payments.

Typically the Protégé will invoice for the work that he has accomplished and the materials that he has purchased on a monthly basis. His billing will be included with the mentor's billing to the city. The funds will be distributed upon receipt from the City.



CITY OF COLUMBIA

Department of Utilities and Engineering
Compliance Division
P.O. Box 147 | Columbia, South Carolina 29217
Phone: 803-545-3049 Fax: 803-545-4130

11. List the Subcontractors that will be used on this project, as well as the information requested below: (The Subcontractor(s) listed below will NOT consist of your Protégé.)

Subcontractor's Name	Telephone	Address	Who will they report to?	Contract Amount	MPP, MBE, WBE, SBE	Percentage of Contract
None						

12. What percentage of the project is being implemented by the Protégé? Must equate to a minimum of 20% of total contract amount.

Protégé Contract Value: 180,975.00
Percentage of Contract: 21% (Minimum of 20% of total contract amount is required)



CITY OF COLUMBIA

Department of Utilities and Engineering
Compliance Division
P.O. Box 147 | Columbia, South Carolina 29217
Phone: 803-545-3049 Fax: 803-545-4130

MENTOR-PROTEGE IMPLEMENTATION PLAN SIGNATURE SHEET

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their proper officials thereunto duly authorized as of the dates below indicated:

EXECUTED by Carolina Tap & Bore (Mentor Firm) this 19 day of FEBRUARY, 2020.

Corporate SEAL

By: Richard Young

Title: President

ATTEST:

By: Melba Cannon

Title: Corporate Secretary

EXECUTED by LG Utilities (Protégé Firm) this 19 day of FEBRUARY, 2020.

Corporate SEAL

By: Susan B. Leitner

Title: President

ATTEST:

By: Kristal Ullman

Title: Administrative Assistant

RECOMMENDED FOR APPROVAL:

EXECUTED by the Department of Utilities & Engineering, Compliance Division on this 41 day of March, 2020.

By: Juliet Kelly

Title: Program Compliance Administrator

Business Information Record for Subconsultants/Subcontractors

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

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

Business Name (as shown on W9 or SAM.gov) / DUNS # & CAGE # (If Applicable)	City of Columbia Vendor Number	Services and/or Materials Provided	Cost of Services and/or Material (\$ Value)	Percentage of Total Contract	MBE, WBE, SBE, DBE, LBE, CDBE (indicate all that apply)	Minority Association Code (if applicable - Use 2 letter Code See Key Below)
Sloan Construction 248 Plemmons Road Duncan, SC 29534		MATERIALS	\$8,700.00	1.0 %		
Martin Marietta 2125 State Street Cayce, SC 29033		Materials	\$8,700.00	1.0 %		
LG Utility Contractors 1410 Brevard Rd Lugoff, SC 29078		Services	\$180,975.00	21 %	WBE PROTEGE'	FB
				%		
				%		
				%		

Key: Minority/Women Owned Business Enterprise Association Code

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

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

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

COMBINED TOTAL SUB AMOUNT: \$ 198,375.00

TOTAL CONTRACT AMOUNT: \$ 861,790.00

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

Business Name: CAROLINA TAP & BORE, INC.

Representative Name/Title: Richard Young - PRESIDENT

Date: FEB. 19, 2020

Business Information for Subconsultants/Subcontractors - continued

Hammond, Erika

From: Gable, Bennie L
Sent: Wednesday, March 4, 2020 1:41 PM
To: Porth, Gary B
Cc: Grice, Latisha A; Bolling, Andrea R
Subject: RE: Bid 040 WM4525

Gary,

The apparent low bidder is Carolina Tap and Bore, Inc. for project WM4523 at \$861,790.00. It is recommended that City Council accept the proposed bid and a 20% contingency for a total cost of \$1,034,148.00.

Thanks,



Bennie Gable
Civil Engineer Specialist

Columbia Water
 Department of Engineering

PO Box 147 | Columbia, SC 29217

Bennie.Gable@columbiasc.gov

Phone: (803) 545-4897

Cell: (803) 528-7894

Fax: (803) 988-8199

ColumbiaSCWater.Net

Columbiasc.gov

City of Columbia E-Mail Address Change Notice:

****Please note that my email address has changed to: Bennie.Gable@columbiasc.gov**

From: Porth, Gary B
Sent: Wednesday, March 4, 2020 11:10 AM
To: Gable, Bennie L <Bennie.Gable@columbiasc.gov>
Cc: Grice, Latisha A <Latisha.Grice@columbiasc.gov>; Bolling, Andrea R <Andrea.Bolling@columbiasc.gov>
Subject: Bid 040 WM4525

Bennie,

The correct amount for Carolina Tap & Bore, Inc.'s bid on WM4525 is \$861,790.00. This amount includes a unit price of \$600 for each mobilization (there are a total of 112 sites). I find this amount of \$600 to be under 10% of the total bid amount.

Please let us know if you recommend moving forward with Carolina Tap & Bore for Bid 040-19-20-LAG (WM4525) in the amount of \$1,034,148.00 (which includes the base bid of \$861,790.00 + a 20% contingency of \$172,358.00).

Thanks,

Gary



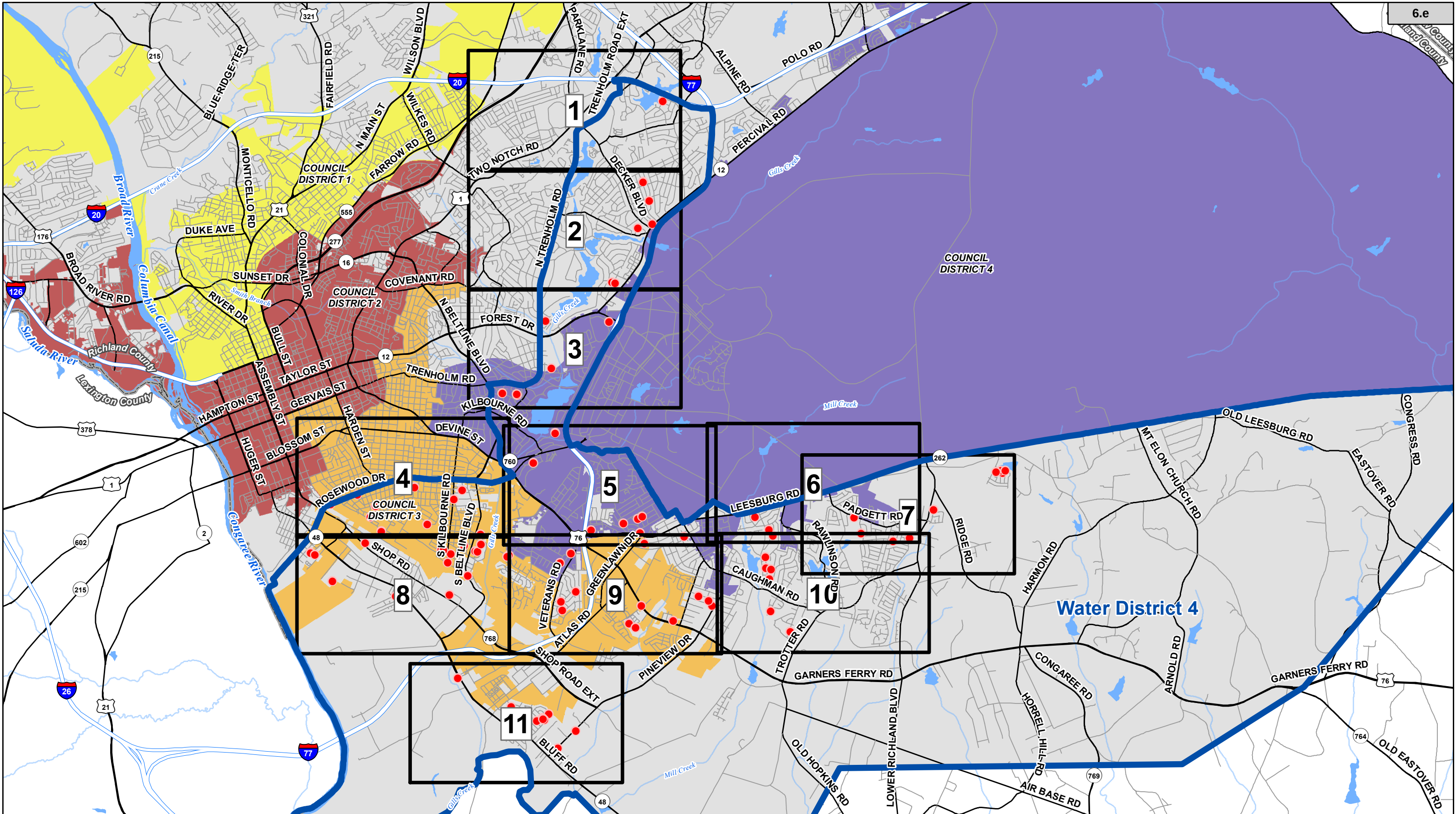
Gary B. Porth
Construction Procurement Manager
Department of Procurement and Contracts
City of Columbia
1800 Main Street, Room 211
Columbia, SC 29201

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

Event Number	BID 040-19-20-LAG	Organization	City of Columbia, SC
Event Title	Water Maintenance Utility Cut Repairs Distribution	Workgroup	Purchasing
Event Description	Pre-Bid Meeting will be held on February 19, 2020 at 10:30 AM in the City of Columbia Conference Room.	Event Owner	Latisha Grice
Event Type	IFBs	Email	latisha.grice@columbiasc.gov
Issue Date	2/11/2020 12:12:40 PM (ET)	Phone	
Close Date	2/19/2020 10:30:00 AM (ET)	Fax	

Responding Supplier	City	State	Response Submitted	Lines Responded	Response Total
Carolina Tap & Bore, Inc.	West Columbia	SC	2/18/2020 04:36:18 PM (ET)	1	\$823,250.00
North American Pipeline Manag	Marietta	GA	2/19/2020 10:18:59 AM (ET)	1	\$960,519.00

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





Drinking Water • Wastewater • Stormwater



We Are Columbia

● Utility Cut Locations

Water Operational Area

Water District

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Council District 1

Council District 2

Council District 3

Council District 4



1 inch = 1 mile

0 0.5 1 2 Miles

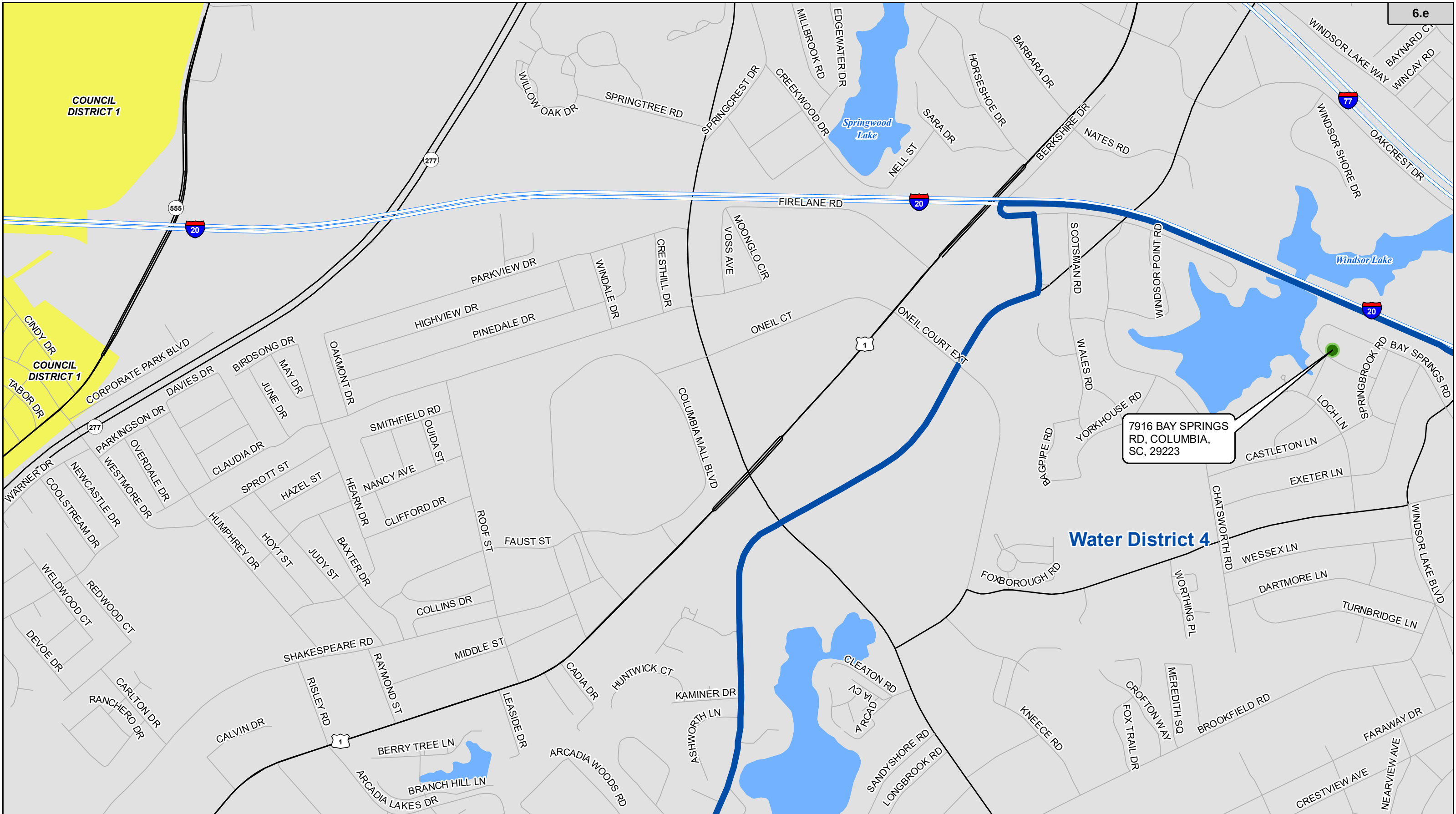
WM4525

Water Maintenance Utility Cut Repairs (Water District 4)

Mapbook

Prepared For: Co

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7916 BAY SPRINGS
RD, COLUMBIA,
SC, 29223

Water District 4

SAW: JAN 24, 2020
CW2020 Water Production Maps/Utility Cuts

● Utility Cut Locations

□ Water Operational Area

□ Water District

□ Council District 1

□ Council District 2

□ Council District 3

□ Council District 4

1 inch = 1,000 feet

0 250 500 1,000 1,500 Feet

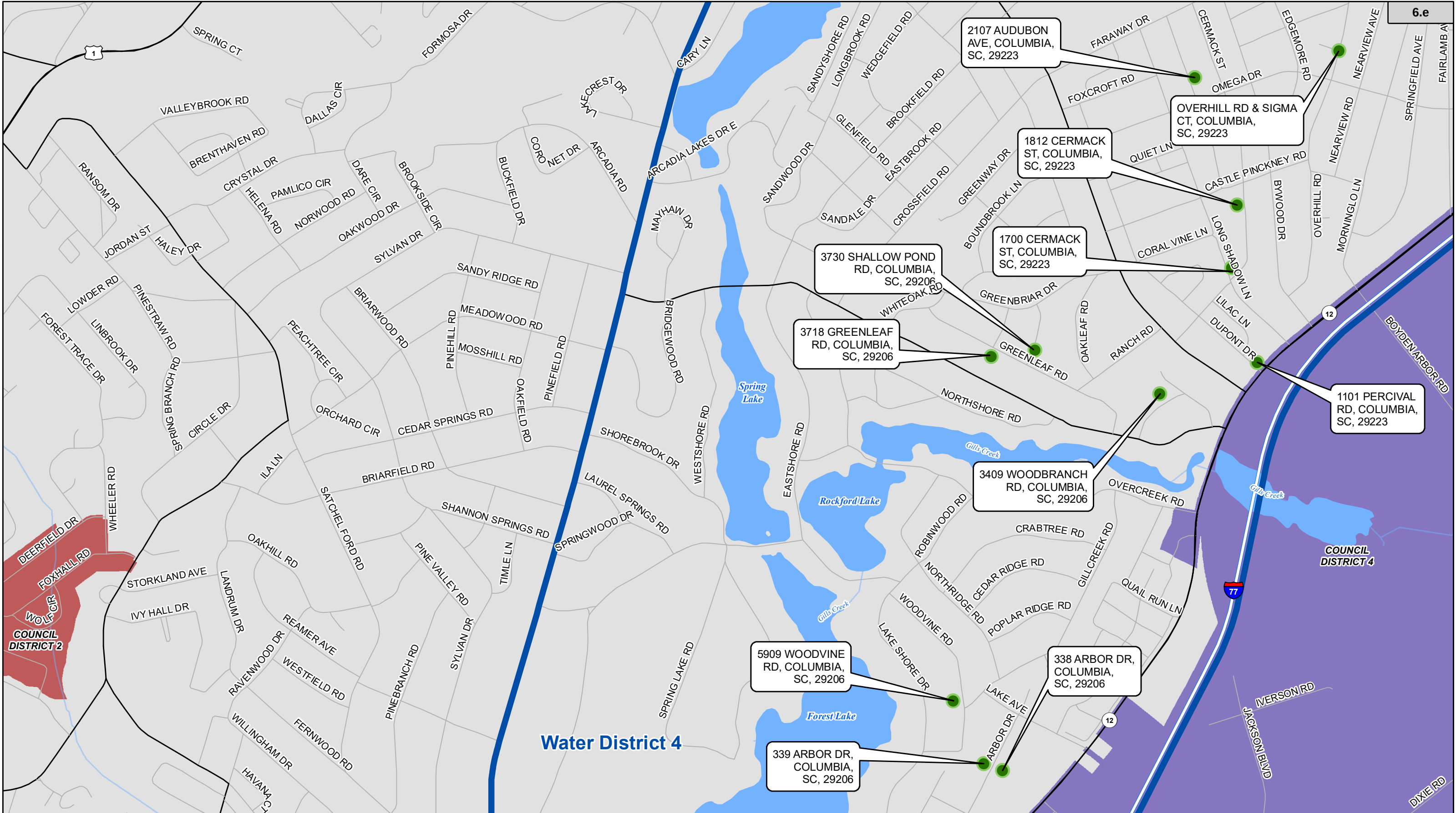
WM4525

Water Maintenance Utility Cut Repairs (Water District 4)

Page 1

Prepared For: Colu

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SAW: JAN 24, 2020
CW2020 Water/Production Maps/Utility Cuts

● Utility Cut Locations

Water Operational Area

Water District

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Council District 4



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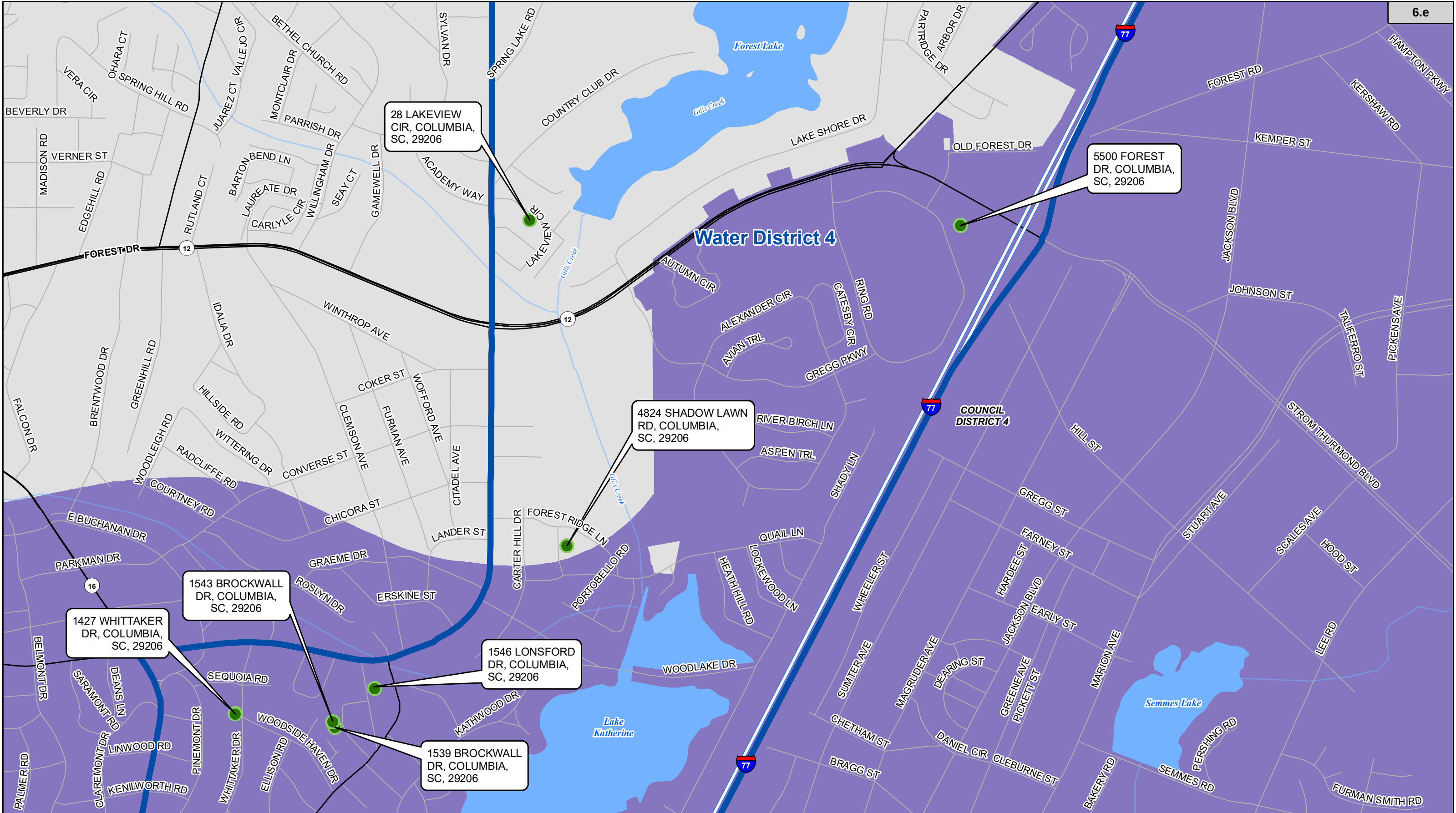
WM4525

Water Maintenance Utility Cut Repairs (Water District 4)

Page 2

Prepared For: Colu

Packet Pg. 110





SAW: JAN 24, 2020
CW2020 Water Production Maps/Utility Cuts

● Utility Cut Locations

□ Water Operational Area

□ Water District

□ Council District 1

□ Council District 2

□ Council District 3

□ Council District 4



1 inch = 1,000 feet

0 250 500 1,000 1,500 Feet

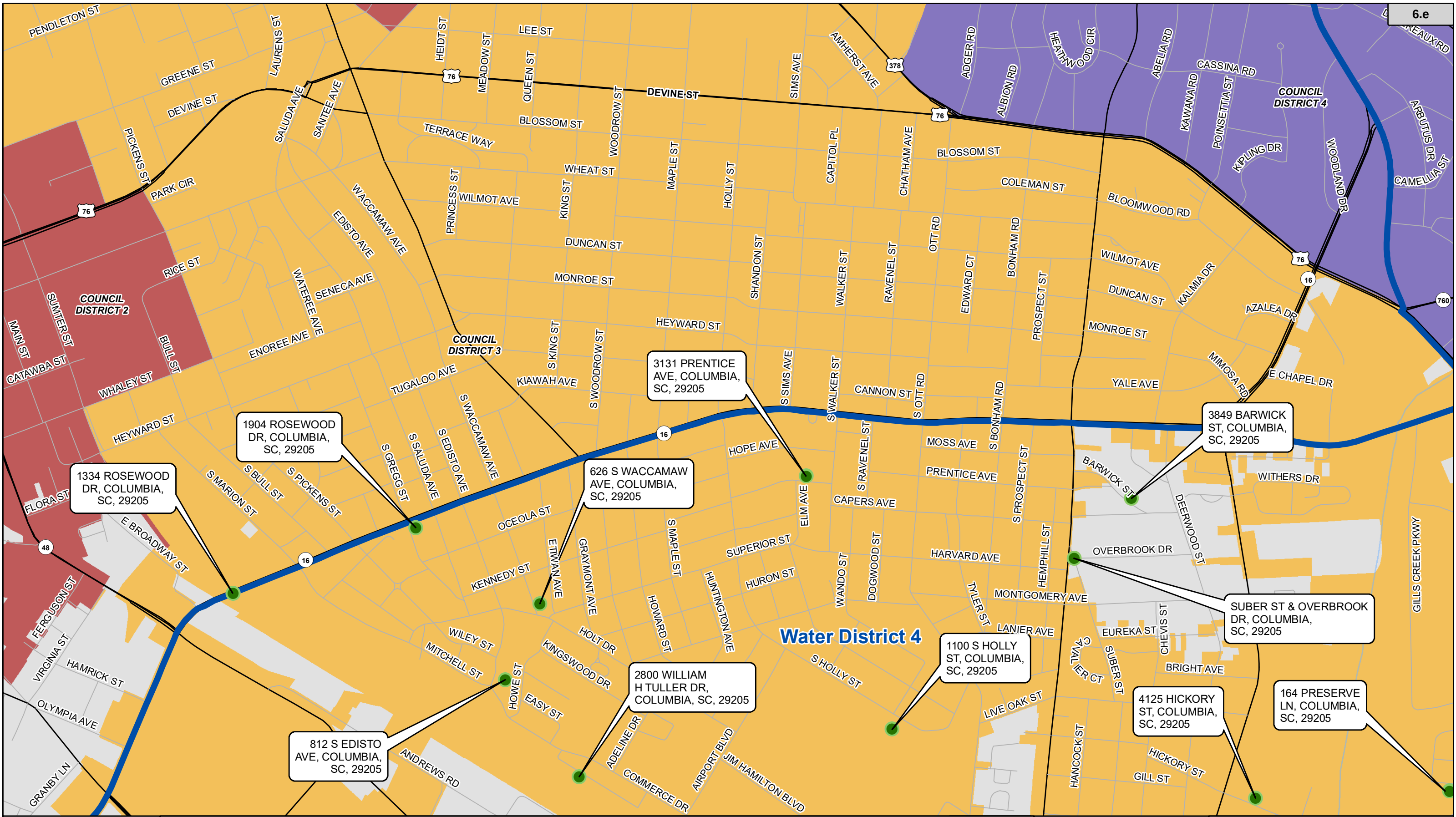
WM4525

Water Maintenance Utility Cut Repairs (Water District 4)

Page 3

Prepared For: Colu

Packet Pg. 111



SAW: JAN 24, 2020
CW2020 Water Production Maps/Utility Cuts

- Utility Cut Locations
- Water Operational Area
- Water District

- Council District 1
- Council District 2
- Council District 3
- Council District 4

1 inch = 1,000 feet

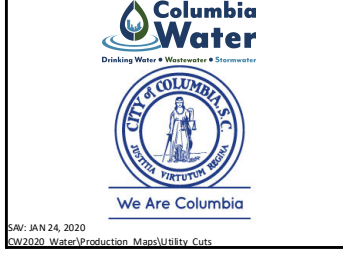
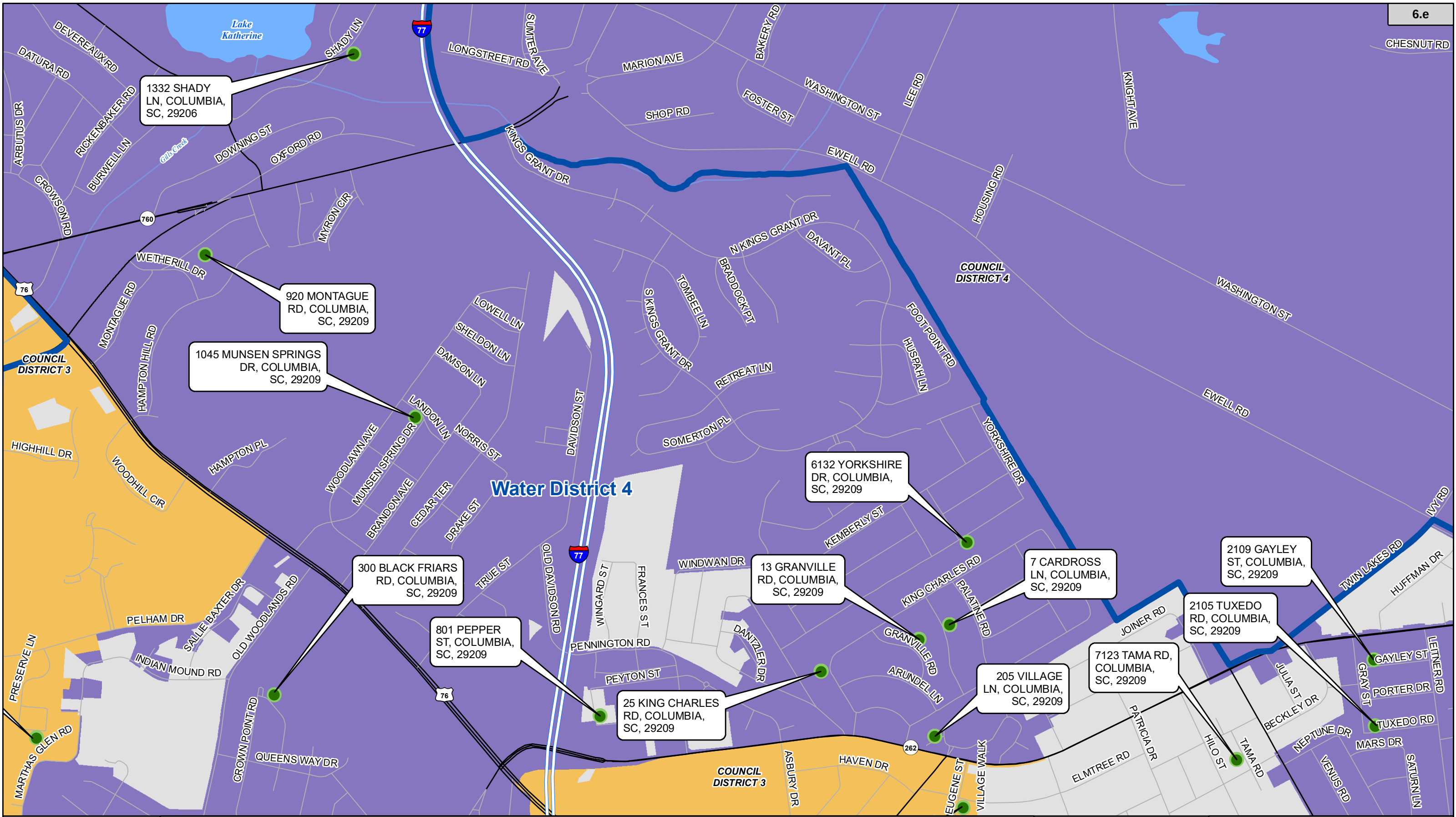
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WM4525
Water Maintenance Utility Cut Repairs (Water District 4)

Page 4

Prepared For: Colu

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Utility Cut Locations	Water Operational Area	Council District 1	Council District 3
Water District	Council District 2	Council District 4	

1 inch = 1,000 feet

0 250 500 1,000 1,500 Feet

WM4525
Water Maintenance Utility Cut Repairs (Water District 4)

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Prepared For: Colu

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SAW: JAN 24, 2020
CW2020 Water Production Maps/Utility Cuts

● Utility Cut Locations

□ Water Operational Area

□ Water District

□ Council District 1

□ Council District 2

□ Council District 3

□ Council District 4



1 inch = 1,000 feet

0 250 500 1,000 1,500 Feet

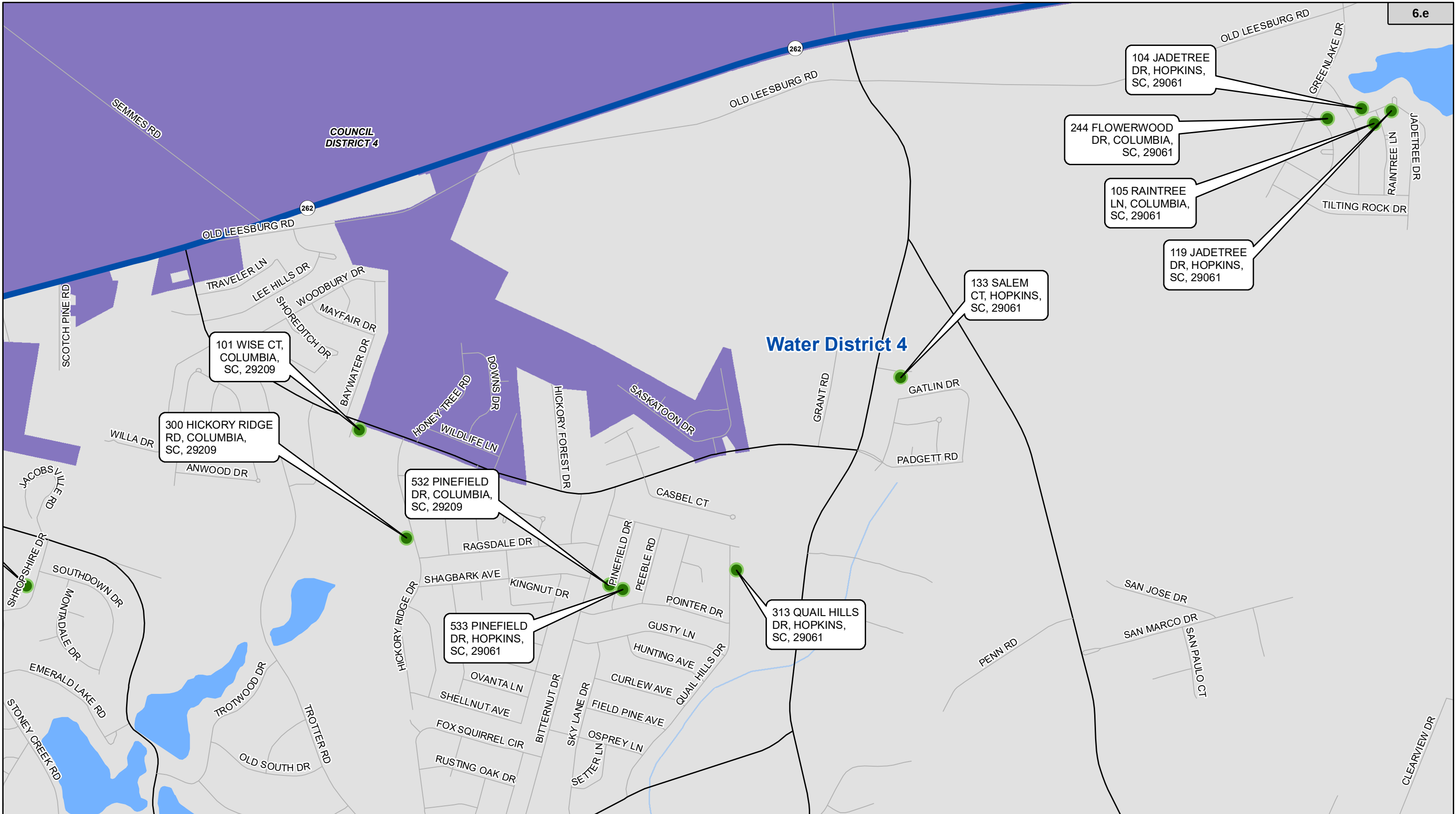
WM4525

Water Maintenance Utility Cut Repairs (Water District 4)

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Prepared For: Colu

Packet Pg. 114





SAW: JAN 24, 2020
CW2020 Water Production Maps/Utility Cuts

● Utility Cut Locations

Water Operational Area

Water District

Council District 1

Council District 2

Council District 3

Council District 4



1 inch = 1,000 feet

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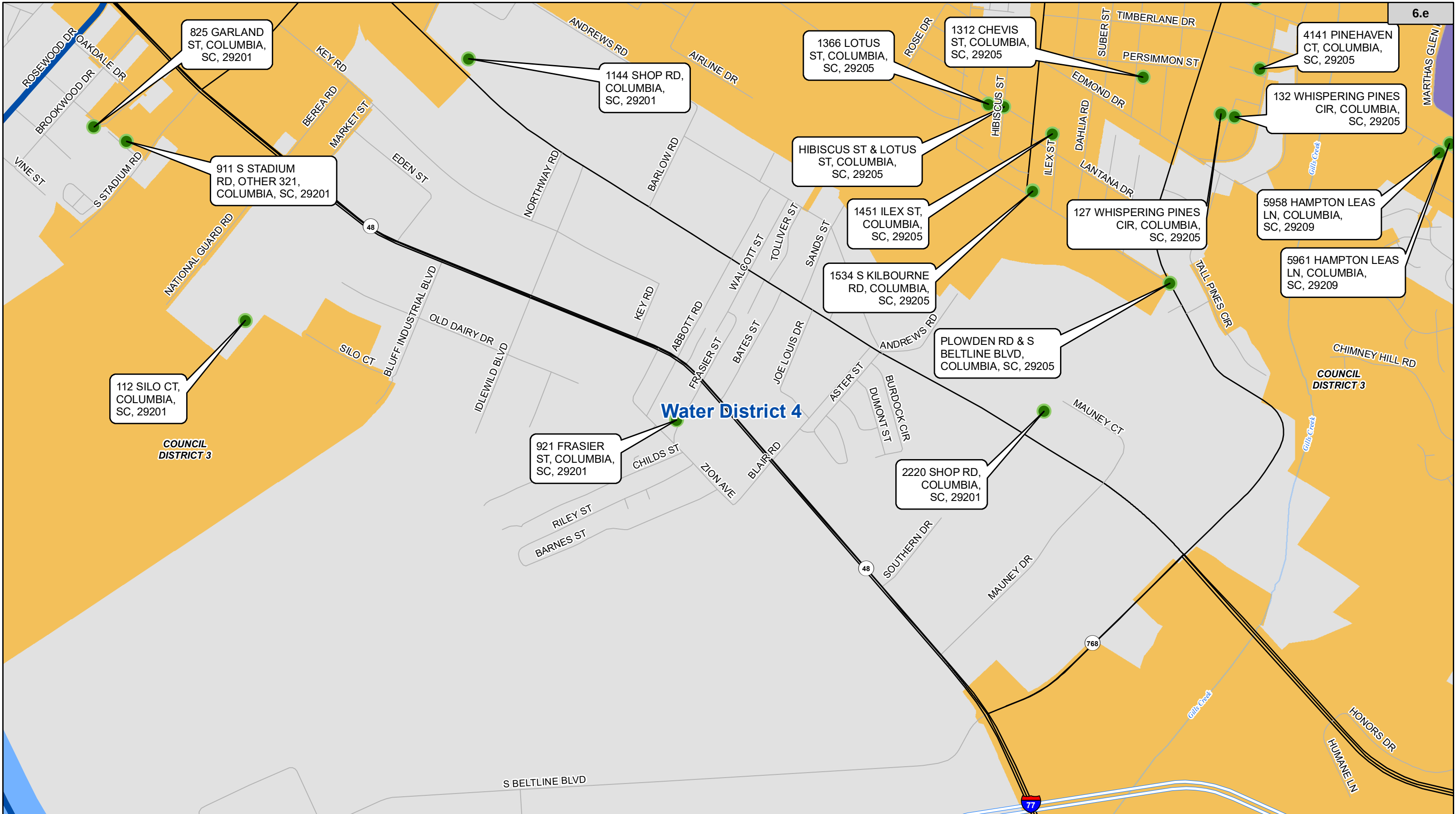
WM4525

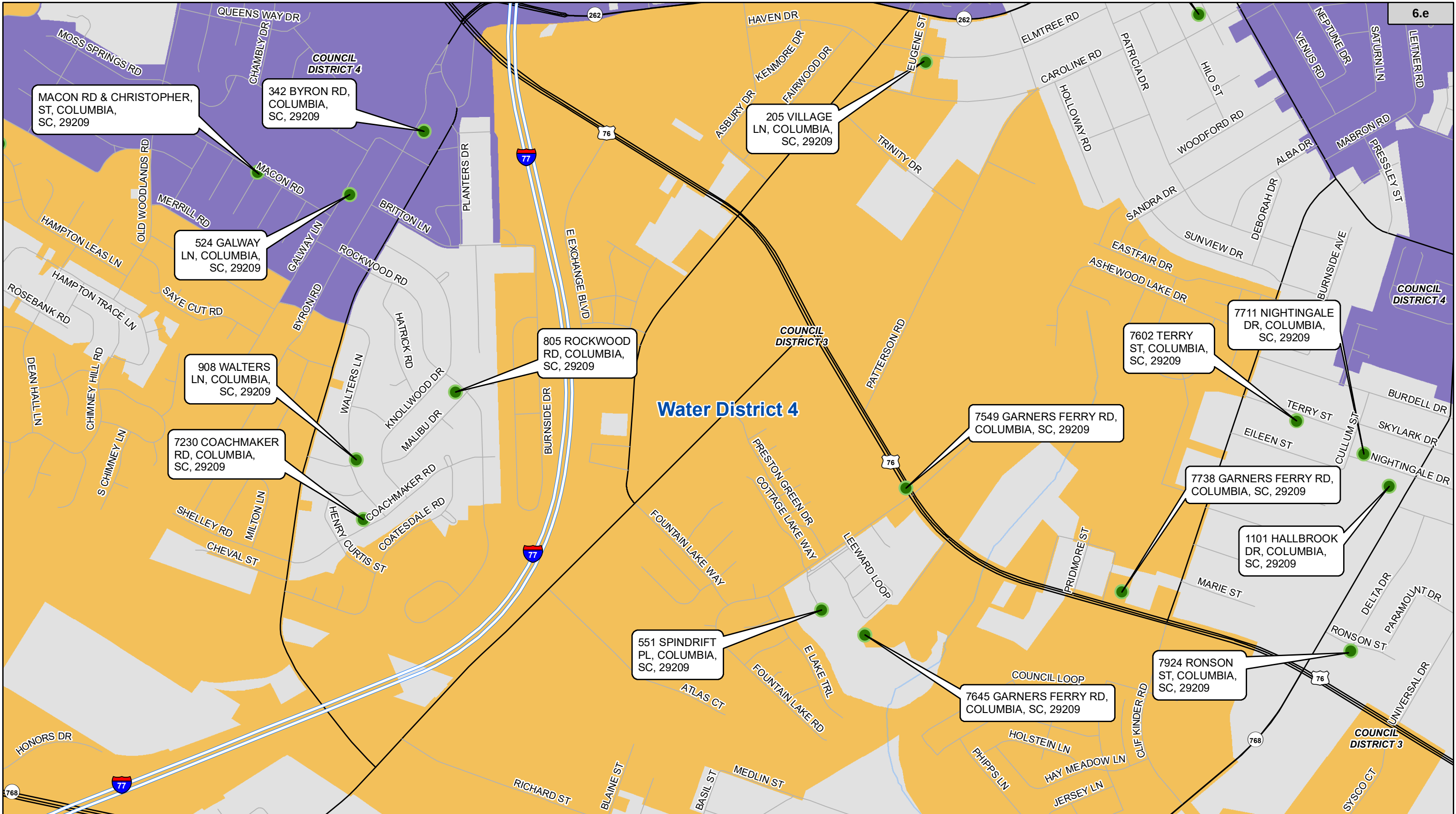
Water Maintenance Utility Cut Repairs (Water District 4)

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Prepared For: Colu

Packet Pg. 115











We Are Columbia

MEETING DATE: April 7, 2020

DEPARTMENT: Legal Department

FROM: *Shari Ardis, Legal Office Manager*

SUBJECT: Ordinance No.: 2020-035 Amending Ordinance 2019-078 to Amend the Budget for the City of Columbia, South Carolina, for the Fiscal Year ending June 30, 2020

FUNDING SOURCE & ORIGINAL BUDGET:

ATTACHMENTS:

- **#a:** 2020-035 amend FY 19-20 budget (COVID-19 programs) (PDF)

ORDINANCE NO.: 2020-035

*Amending Ordinance 2019-078 to Amend the Budget for the City of Columbia,
South Carolina, for the Fiscal Year ending June 30, 2020*

WHEREAS, on October 1, 2019 City Council enacted Ordinance No. 2019-078 amending Ordinance 2019-038 adopting the budget for Fiscal Year 2019-2020 and establishing the ad valorem tax millage rate of ninety-eight and one tenth (93.8) mills; and,

WHEREAS, SARS-CoV-2 (the Coronavirus) the virus that causes the disease COVID-19 is responsible for an outbreak that began in Wuhan, China, and has become a serious worldwide health concern, resulting in the issuance of national, state and local emergency orders; and,

WHEREAS, the World Health Organization (WHO) and South Carolina Department of Health and Environmental Control ("SCHDEC") have confirmed that the spread of the disease is made by person-to-person contact and has urged citizens to restrict activities that place them in close contact with others; and,

WHEREAS, the President of the United States, Donald J. Trump, the Governor of the State of South Carolina, Henry McMaster and the Mayor and City Council of the City of Columbia have also encouraged and recommended the reduction of citizens in public spaces and to remain at least six (6) feet from others while in public; and,

WHEREAS, businesses throughout the City of Columbia, especially small locally owned businesses have been greatly impacted by the reduction in customers and revenue resulting in a reduction of hours, reduction or laying off of staff, revamping their business activities, or temporarily closing their doors; and,

WHEREAS, City staff compiled and presented to the Mayor and City Council various financial assistance programs which have been incorporated into "A Resilient Columbia: Economic Stabilization Plan" to address possible and known impacts of COVID 19 on small businesses and non-profits across the City and impacts to the City's budget in order to provide seamless delivery of public services in response to emergencies; and,

BE IT ORDAINED by the Mayor and City Council of the City of Columbia, South Carolina this ____ day of _____, 2020 that Ordinance No. 2019-038 be and it hereby is amended pursuant to S.C. Code Ann. Section 6-1-320 to reallocate funds from Water and Sewer Non-Operating Revenue to the following:

- Establish a Small Business & Non-Profit Stabilization Package - \$2,000,000
- Reduce the Hospitality Tax transfer to the General Fund by \$925,000
- Allocate funding to Columbia Police Department for recruitment and retention \$2,000,000
- Allocate funding for other public safety initiatives needed to strengthen the City's ability to respond in emergencies for various departments and to enhance the City's ability to provide on-line service delivery - \$1,150,000

- Allocation to Senior Resources in the amount of \$250,000 for emergency senior nutrition program

BE IT FURTHER ORDAINED that the general fund for budget year FY 2019-2020 is hereby amended as reflected on the attached.

This ordinance is effective as of final reading.

Requested by:

Assistant City Manager Palen

Mayor

Approved by:

City Manager

Approved as to form:

T. A. Knox

ATTEST:

City Attorney

City Clerk

Introduced:

Final Reading:

LEGAL DEPARTMENT DRAFT

GENERAL FUND SUMMARY

FY 2019/2020

9/2019; 3/2020

	ACTUAL FY 18/19	APPROVED BUDGET FY 19/20	AMENDED BUDGET FY 19/20
REVENUE			
GENERAL PROPERTY TAX	57,333,994	59,015,129	59,015,129
LICENSES AND PERMITS	40,379,287	42,163,401	42,163,401
FROM OTHER AGENCIES	16,017,801	16,326,135	16,476,135
CURRENT SERVICE CHARGES	13,088,203	12,785,490	15,485,490
FINES & FORFEITURES	677,587	1,062,800	1,062,800
MISCELLANEOUS REVENUE	231,412	225,300	225,300
INTEREST ON INVESTMENT	289,662	197,500	197,500
RENTS & SALE OF PROPERTY	272,215	397,000	397,000
TOTAL REVENUE	128,290,161	132,172,755	135,022,755
TRANSFERS IN			
FROM OTHER FUNDS	3,936,805	-	90,000
FROM ACCOMMODATIONS TAX	25,000	25,000	25,000
FROM HOSPITALITY TAX	3,700,000	3,700,000	2,775,000
FROM CAPITAL LEASE PROCEEDS		8,000,000	9,250,000
FROM PARKING FUND	500,000	500,000	500,000
FROM WATER & SEWER	4,189,680	4,189,680	4,189,680
FROM WATER & SEWER - COVID 19 EMERGENCY RESPONSE			6,325,000
FROM STORM WATER	560,000	560,000	560,000
FROM UN-APPROPRIATED SURPLUS	-	3,000,000	3,000,000
TOTAL TRANSFERS IN	12,911,485	19,974,680	26,714,680
TOTAL GENERAL FUND REV & TRANS	141,201,646	152,147,435	161,737,435
DEPARTMENTS			
LEGISLATIVE - MAYOR & CITY COUNCIL	749,648	809,674	813,360
ADMINISTRATION - CITY MANAGER	578,859	714,175	896,621
GOVERNMENTAL AFFAIRS	360,174	301,266	302,173
ADMINISTRATION - ACM DEVELOPMENT & COMMUNITY SRVCS	509,553	487,766	499,898
ADMINISTRATION - ACM CHIEF FINANCIAL OFFICER	236,534	237,304	244,124
ADMINISTRATION - ACM	119,568	175,476	293,028
HUMAN RESOURCES	1,068,625	1,166,596	1,157,391
BUDGET & PROGRAM MANAGEMENT OFFICE	321,066	579,096	626,901
PUBLIC RELATIONS	771,099	807,345	859,953
COUNCIL SUPPORT SERVICES	385,176	447,107	448,752
LEGAL	2,041,725	2,277,051	2,298,342
MUNICIPAL COURT	2,327,487	2,614,118	2,666,890
FINANCE	1,782,499	2,105,975	2,208,747
OFFICE OF BUSINESS OPPORTUNITIES	819,425	1,071,727	1,076,845
COMMUNITY DEVELOPMENT	327,886	392,834	395,485
PLANNING & DEV. SERVICES	3,487,230	3,671,319	3,794,197
POLICE	43,209,371	42,366,353	43,853,152
EMERGENCY MANAGEMENT	561,071	604,506	601,167
911 EMERGENCY COMMUNICATIONS	3,029,263	3,098,158	3,205,401
FIRE	21,608,472	23,638,847	23,784,299
PARKS & RECREATION	12,760,872	13,587,893	13,817,082
PUBLIC WORKS	18,575,224	19,459,016	19,645,930
SUPPORT SERVICES		2,197,093	2,201,451
INFORMATION TECHNOLOGY	4,073,970	4,238,369	4,356,785
TOTAL DEPARTMENT	119,704,797	127,959,333	130,047,974
NON-DEPARTMENTAL & MISC.			
CAPITAL LEASE PURCHASE	3,619,290	5,106,644	5,420,797
SOLICITOR'S OFFICE	215,817	215,817	215,817
PUBLIC DEFENDER	100,000	100,000	138,000
HOMELESS SERVICES	999,903	1,000,000	1,000,000
ECONOMIC STABILIZATION - NON-PROFIT PROGRAM		-	500,000
SENIOR RESOURCES EMERGENCY NUTRITION PROGRAM			250,000
DETENTION CENTER PER DIEM	380,985	600,000	600,000
SPECIAL EMERGENCY RESERVE		-	3,150,000
NON-DEPARTMENTAL & MISC.	23,361	40,000	40,000
OFFICE SPACE LEASE - 1225 LADY STREET	632,322	640,000	640,000
TOTAL NON-DEPARTMENTAL	11,943,356	7,702,461	11,954,614
TOTAL EXPENDITURES	131,648,153	135,661,794	142,002,588
TRANSFERS OUT			
TO INTERNAL SERVICE FUNDS	3,087,000	3,169,923	3,169,923
TO DEBT SERVICE	4,955,600	3,668,213	3,668,213
TO COMPONENT UNIT	1,649,100	1,647,505	1,661,711
TO SMALL BUSINESS PROGRAMS			1,500,000
TO CAPITAL IMPROVEMENTS	416,426	-	485,000
TO CAPITAL REPLACEMENTS	-	8,000,000	9,250,000
TOTAL TRANSFERS OUT	10,108,126	16,485,641	19,734,847
TOTAL BUDGET	141,756,279	152,147,435	161,737,435
TOTAL SURPLUS/(DEFICIT)	(554,633)	0	0

WATER/SEWER OPERATING FUND SUMMARY
FY 2019/2020

3/20/2020

	ACTUAL FY 18/19	BUDGET FY 19/20	AMENDED BUDGET FY 19/20
<u>REVENUE</u>			
WATER SALES	91,951,579	102,504,614	102,504,614
SEWER SALES	54,326,690	57,287,368	57,287,368
MISCELLANEOUS REVENUE	241	45,042	45,042
FINES AND FORFEITURES	806,215	656,500	656,500
TOTAL OPERATING REVENUES	147,084,725	160,493,524	160,493,524
<u>NON-OPERATING REVENUE & TRANSFERS IN</u>			
INTEREST	7,381,337	3,964,600	3,964,600
RENTS & USE OF PROPERTY	279,522	162,328	162,328
FROM FUND BALANCE			6,325,000
TOTAL NON-OPERATING REVENUES	7,660,859	4,126,928	10,451,928
TOTAL REVENUE & TRANSFERS IN	154,745,584	164,620,452	170,945,452
<u>EXPENDITURES</u>			
<u>Operating Departments & Non-Departmental</u>			
ADMINISTRATION	507,857	1,186,754	1,186,754
CUSTOMER CARE CENTER	4,587,481	5,164,867	5,164,867
FINANCE	1,551,971	2,089,810	2,089,810
FIRE HYDRANT MAINTENANCE	543,293	626,617	626,617
POLICE - CSO/PUBLIC SAFETY	1,054,314	1,427,539	1,427,539
PUBLIC WORKS-STREET REPAIR	983,834	1,625,964	1,625,964
GENERAL SERVICES PUBLIC BLDGS.	1,818,153	2,393,145	2,393,145
GIS MANAGEMENT	577,115	660,635	660,635
UTILITIES	47,735,963	65,482,528	65,482,528
ENGINEERING	11,543,661	12,727,389	12,727,389
TOTAL OPERATING	70,903,642	93,385,248	93,385,248
<u>Non-Operating Departments & Non-Departmental</u>			
ECONOMIC DEV DEPARTMENT	984,336	1,289,747	1,289,747
TOTAL NON-OPERATING DEPARTMENTS	984,336	1,289,747	1,289,747
DEPRECIATION			
DEBT SERVICE	24,026,729	37,525,517	37,525,517
ECONOMIC DEV SPECIAL PROJECTS	53,500	78,500	78,500
TECHNOLOGY REPLACEMENTS	7,495	1,000,000	1,000,000
NON-DEPARTMENTAL	50,000	85,000	85,000
BAD DEBT	3,708,798	795,328	795,328
RESERVE	0	6,141,432	6,141,432
TOTAL NON-DEPARTMENTAL OPERATING	27,846,522	45,625,777	45,625,777
<u>TRANSFERS OUT</u>			
TO GENERAL FUND/INDIRECT COST ALLOCATION	4,189,680	4,189,680	4,189,680
TO GENERAL FUND - COVID 19 EMERGENCY RESPONSE	0	0	6,325,000
TO WATER/SEWER CAPITAL IMP.	20,000,000	17,500,000	17,500,000
TO INTERNAL SERVICE FUNDS	2,991,635	2,630,000	2,630,000
TOTAL TRANSFERS	27,181,315	24,319,680	30,644,680
TOTAL BUDGET	126,915,815	164,620,452	170,945,452
TOTAL SURPLUS/(DEFICIT)		0	0

HOSPITALITY TAX SUMMARY
FY 2019/2020

		12/3/19; 3/20/20	
	ACTUAL FY 18/19	BUDGET FY 19/20	AMENDED BUDGET FY 19/20
<u>REVENUES</u>			
HOSPITALITY TAX	11,759,577	12,063,972	11,138,972
FINES & LATE FEES	87,384	40,000	40,000
INTEREST	21,787		
TOTAL REVENUES	11,868,748	12,103,972	11,178,972
<u>TRANSFERS IN & OTHER FINANCING</u>			
FM FUND BALANCE	456,994		177,743
TOTAL REVENUE & TRANSFERS IN	12,325,742	12,103,972	11,356,715
<u>EXPENDITURES</u>			
HOSPITALITY TAX COMMITTEE ALLOCATIONS	2,506,063	2,066,213	2,066,213
PRIOR YEAR CARRYFORWARDS			52,943
<i>Reflects allocation by Council & does not include Committee Allocations</i>			
COLUMBIA MUSEUM OF ART	716,107	708,946	708,946
CMA CAPITAL PROJECT (5 yr expires FY 20/21)	250,000	250,000	250,000
COLUMBIA MUSIC FESTIVAL ASSOC.	245,000	242,550	242,550
EdVENTURE	344,361	504,751	504,751
FAMOUSLY HOT NEW YEARS	130,000	128,700	128,700
HISTORIC COLUMBIA FOUNDATION	601,500	595,485	595,485
HCF COLUMBIA 63 OUR STORY MATTERS	135,000	133,650	133,650
ONE COLUMBIA	83,800	82,962	82,962
SC PHILHARMONIC	100,000	99,000	99,000
LINE ITEM AGENCIES	2,605,768	2,746,044	2,746,044
<u>Council Allocations</u>			
<i>Reflects allocation by Council & does not include Committee Allocations</i>			
Gateway to the Army / Ft. Jackson 100th Anniv. (expires FY 19/20)	100,000	5,794	5,794
Black Expo	30,000	100,000	100,000
Cinco De Mayo Festival / Language Buzz	7,883		
City of Women	30,000	34,455	34,455
Congaree Vista Guild	115,000	115,000	115,000
Convention & Visitors Bureau / Experience Columbia			124,800
Eau Claire Community Council Festival	20,000		
Five Points Association	75,000	125,000	125,000
Greenview Reunion Foundation /Unity Festival	25,000		
Legends Concern/Auntie Karen Foundation	18,000		
Leisure Fun	15,996	16,000	16,000
Mayor's innovation Project		30,000	30,000
National Collegiate Marching Band Competition	50,000		
Nickelodeon (5 year commitment, expires FY 18/19)	110,000		
Non-Stop Family Hip-Hop Day	25,000		
Parks & Recreation Foundation	69,674	80,000	80,000
River Alliance	26,000	26,000	26,000
State Museum	35,000		
Hospitality District Security Camera Project		75,000	75,000
COUNCIL ALLOCATIONS	752,553	678,249	803,049
<u>TRANSFERS OUT</u>			
TO GEN. FUND	3,700,000	3,700,000	2,775,000
TO DEBT SERVICE	2,761,358	2,913,466	2,913,466
TOTAL TRANSFERS OUT	6,461,358	6,613,466	5,688,466
TOTAL BUDGET	12,325,742	12,103,972	11,356,715
TOTAL SURPLUS/(DEFICIT)	0	0	0



We Are Columbia

MEETING DATE: April 7, 2020

DEPARTMENT: Legal Department

FROM: *Shari Ardis, Legal Office Manager*

SUBJECT: Resolution No.: R-2020-051 Ratifying and Approving the Adoption of "A Resilient Columbia: Economic Sustainability Plan"

FUNDING SOURCE & ORIGINAL BUDGET:

FOCUS AREAS: Attracting & Retaining Talent, Connecting Our Community, Economic Prosperity - Endless Possibilities, Empowering Our Residents, Enhancing Columbia's Neighborhoods, Innovative & High Quality Municipal Services, Planning Together

ATTACHMENTS:

- **#a:** R-2020-051 ratify and approve A Resilient Columbia Economic Sustainability Plan (PDF)

RESOLUTION NO.: R-2020-051*Ratifying and Approving the Adoption of "A Resilient Columbia: Economic Sustainability Plan"*

WHEREAS, the Mayor and City Council of the City of Columbia ("Council") recognize the severe impact of the COVID-19 health crisis on the citizens, businesses and non-profits throughout Columbia; and,

WHEREAS, Council recognizes the importance of the health, safety and welfare of the citizens of the City of Columbia; and,

WHEREAS, Council recognizes the importance of local businesses and non-profits surviving the impact of COVID-19 for the long-term stability and vitality of the region; and,

WHEREAS, Council has approved A Resilient Columbia: Economic Sustainability Plan in order to address possible and known impacts of COVID 19 on small businesses and non-profits across the City as well as impacts to the City's budget and ability to provide seamless delivery of public services in response to emergencies; and,

WHEREAS, the plan includes the development of a Small Business and a Non-Profit Stabilization Package to provide quick short-term relief to eligible businesses and non-profits; and,

WHEREAS, Council also supports the development of a Loss Loan Revenue Fund in partnership with interested partner financial institutions; and,

WHEREAS, Council also supports the Non-Profit Assistance being performed in conjunction/corporation with partner agencies that are also working to provide needed support; and,

WHEREAS, Council encourages staff work to develop all of these programs and provide guidance to those parties regarding external assistance available to support business and non-profits through the full impact of the COVID-19 health crisis; and,

WHEREAS, following approval of "A Resilient Columbia: Economic Sustainability Plan" staff was directed to proceed with developing the guidelines and application that support each program and adhere to the attached package overview; NOW, THEREFORE,

BE IT RESOLVED this ____ day of _____, 2020, by the Mayor and City Council of the City of Columbia, South Carolina that the adoption of A Resilient Columbia: Economic Sustainability Plan and the programs attached hereto is hereby ratified and approved. This program replaces and supersedes all previous programs formerly referred to as A Resilient Columbia Program of the City or its departments.

Requested by:

Mayor and City Council

Mayor

Approved by:

City Manager

Approved as to form:

T. A. Knox

ATTEST:

City Attorney

Introduced:

Final Reading:

City Clerk

**Small Business and Non Profit Stabilization Package****Small Business and Non-Profit Stabilization Package Overview**

The following programs are being developed in effort to provide needed assistance for small business and non-profits experiencing unprecedented challenges directly related to the impact of COVID-19. It is imperative for Columbia's recovery from COVID-19 that area businesses impacted are afforded temporary and short term assistance in order to sustain their existence through this crisis and continue to operate for the stability of the area economy. It is equally as critical that our area non-profits focused on servicing the vulnerable population most impacted by COVID-19 are provided support needed to sustain their operations. The funds that have been identified for these programs are provided due to the urgent needs that exist for both small business and non-profits that are directly related to the emergency and are critical to the long term stability of Columbia.

Small Business Stabilization Fund (SBSF)

The SBSF is intended to provide short-term loan relief to businesses within the corporate limits of Columbia that are seeing a reduction in revenue because of COVID-19. The City of Columbia recognizes the need to support small businesses that are struggling to access capital and keep their doors open in response to COVID-19. SBSF loans of up to Ten Thousand and No/100 (\$10,000.00) Dollars will be made at zero interest in an effort to mitigate losses experienced by our small business community. This amount may be adjusted to provide immediate assistance to as many small businesses as possible. Priority will be given to our most vulnerable business owners as indicated by the results of the City of Columbia's 2020 COVID-19 Survey of Small Businesses and assessments made by other local, state, and national public entities. Program criteria, guidelines and the application were posted on the City's website on March 27.

Loss Loan Reserve Fund (LLRF)

Effort is being made to establish a Loss Loan Reserve Fund. The COLA Loan-Loss Reserve Fund (LLRF) program is intended to be a collaborative effort between the City of Columbia and local private traditional and nontraditional financial institutions. The program will serve as a credit enhancement for disaster assistance loans made to small businesses impacted or disrupted by the Coronavirus (COVID19). The LLRF will serve as a protection for lenders making loans to small businesses that are recovering from disruptions caused by COVID-19 or borrowers considered too risky for traditional lending standards without credit enhancement. Effort to establish this program is underway and details will be made available when developed. The funds intended to be used for this program may be shifted to the SBSF, based on results of the City of Columbia's 2020 COVID-19 Survey of Small Businesses as well as other assessments and financial resources made available by other local, state, and national public entities.

Non-Profit Stabilization Program

Covid-19 Coordinated Relief Effort: A Resilient Columbia Economic Stabilization Plan was established by Columbia City Council in March 2020 to provide local relief, recovery and rebuilding in response to impacts of COVID-19. In an effort to maximize efforts, the City will participate in the Midlands Community Response Coalition and we will help continue the work of serving those impacted by disasters that hit our community. Funds from this program will be used to support non-profits providing services to vulnerable populations including seniors, disabled individuals, hourly/seasonal workers, individuals/families with limited English proficiency and the Homeless. The program will be expanded to include operational support for non-profit organizations at later date and as funds are available. Program criteria, guidelines and the application will be posted on the City's website when available.





We Are Columbia

MEETING DATE: April 7, 2020

DEPARTMENT: City Clerk

FROM: *Erika Hammond, City Clerk*

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

**FUNDING SOURCE &
ORIGINAL BUDGET:**

PURPOSE:
Legal advice pertaining to COVID-19 and City Operations