



COLUMBIA CITY COUNCIL MEETING AGENDA TUESDAY, AUGUST 17, 2021

The Columbia City Council will conduct a Council Meeting on Tuesday, August 17, 2021 at 2:00 p.m. at the Busby Street Community Center, 1735 Busby Street, Columbia, SC 29203. The meeting will be streamed online at www.columbiasc.gov. Citizens can participate in the meeting in-person or via telephone by dialing **855-925-2801**. When prompted, enter meeting code: **9205**. During the meeting: press *1 to listen; *2 to leave a message; or *3 to request to speak. For additional information visit www.columbiacitysc.igmp2.com. You may also register at this site to post comments related to items on the agenda. For questions regarding the meeting, please contact the City Clerk at (803)545-3045 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

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

CALL TO ORDER

PLEDGE OF ALLEGIANCE

INVOCATION

ADOPTION OF THE AGENDA

APPROVAL OF MINUTES

1. Council is asked to approve the August 3, 2021 City Council Meeting Minutes.

PRESENTATIONS

2. Columbia-Richland Fire Department Appreciation Day Proclamation - The Honorable Mayor Stephen K. Benjamin
3. Update from the Capital City/Lake Murray Country Regional Tourism Board - Ms. Miriam Atria, President/CEO of Capital City/Lake Murray Country Regional Tourism Board



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CITY COUNCIL DISCUSSION / ACTION

4. COVID-19 Update - The Honorable Mayor Stephen K. Benjamin
 - *COVID-19 Situational Report - Mr. Harry Tinsley, Emergency Management Director*
5. Chief Health Officer Proposal - The Honorable Edward H. McDowell
6. Tax Study Ad-Hoc Committee - The Honorable Daniel J. Rickenmann

CONSENT AGENDA ITEMS 7 THROUGH 27

7. Council is asked to approve Fiscal Year 2021/2022 Contract Renewal for Recruitment and Entrepreneurial Assistance, as requested by the Economic Development Department. Award to Midlands Technical College Enterprise Campus Authority in the amount of \$10,000.00. This firm is located in Columbia, SC.

Funding Source: Special Contracts (5511301-638300). The original budget amount is \$10,000.00.

8. Council is asked to approve Fiscal Year 2021/2022 Contract Renewal for Information Technology Training, Certification, and Research, as requested by the Economic Development Department. Award to ITology in the amount of \$10,000.00. This firm is located in Columbia, SC.

Funding Source: Special Contracts (5511301-638300). The original budget amount is \$10,000.00.

9. Council is asked to approve Fiscal Year 2021/2022 Contract Renewal for Entrepreneurial Support, Management, and Assistance, as requested by the Economic Development Department. Award to USC/Columbia Technology Incubator in the amount of \$25,000.00. This firm is located in Columbia, SC.

Funding Source: Special Contracts (5511301-638300). The original budget amount is \$25,000.00.

10. Council is asked to approve Fiscal Year 2021/2022 Contract Renewal for Sister Cities Programs to Assist with Recruitment, Marketing, and Research, as requested by the Economic Development Department. Award to Columbia World Affairs Council in the amount of \$30,000.00. This firm is located in Columbia, SC.

Funding Source: Special Contracts (5511301-638300). The original budget amount is \$30,000.00.



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11. Council is asked to approve Fiscal Year 2021/2022 Contract Renewal for Entrepreneurship, Small Business Development, Event Management, and Marketing, as requested by the Economic Development Department. Award to GrowCo in the amount of \$37,500.00. This firm is located in Columbia, SC.

Funding Source: Special Contracts (5511301-638300). The original budget amount is \$37,500.00.

12. Council is asked to approve Fiscal Year 2021/2022 Contract Renewal for Professional Services for Improvement and Operational Services within the Downtown Business Improvement District, as requested by the Economic Development Department. Award to the City Center Partnership in the amount of \$70,000.00. This firm is located in Columbia, SC.

Funding Source: Special Contracts (5511301-638300). The original budget amount is \$70,000.00.

13. Council is asked to approve Fiscal Year 2021/2022 Contract Renewal for Assistance with Recruitment, Project Management, Promotions, Marketing, and Research, as requested by the Economic Development Department. Award to Central SC Alliance in the amount of \$72,000.00. This firm is located in Columbia, SC.

Funding Source: Special Contracts (5511301-638300). The original budget amount is \$72,000.00.

14. Council is asked to approve Fiscal Year 2021/2022 Contract Renewal for Emergency Notification System Services, as requested by Columbia-Richland 911 Communications. Award to Everbridge Systems in the amount of \$89,897.85. This firm is located in Columbia, SC.

Funding Source: City Account (1012701-638200) \$44,948.93 and County Account (2082702-638200) \$44,948.92. The original budget amount is \$89,897.85.

15. Council is asked to approve the Renewal of Kronos Workforce Annual Subscription and Equipment Support Services, as requested by the Budget & Program Management Office. Award to Kronos Inc. in the amount of \$176,255.54. This vendor is located in Chelmsford, MA.

Funding Source: Program Management Office - Cloud Based Software Solutions (6218950-632170). The original budget amount is \$176,255.54.



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16. Council is asked to approve a 6-month Contract Extension for Professional Janitorial Services, as requested by the Support Services Division. Award to American Facility Services Inc., located in Alpharetta, GA, in an amount not to exceed \$161,652.00 and Goodwill Industries, located in Greenville, SC, in an amount not to exceed \$95,865.90, for a total amount not to exceed \$257,517.90.

Funding Source: Support Services Public Building - Maintenance & Service Contract (5511219-638200) \$47,010; General Support Services - Maintenance & Service Contract (1011201-638200) \$59,069.40; Utilities Columbia Canal WTP - Maintenance & Service Contract (5516206-638200) \$12,426.00; Police Administrative Services - Maintenance & Service Contract (1012402-638200) \$77,078.40; Emergency Communications/911 - Maintenance & Service Contract (1012701-638200) \$3,900.00; Streets-Storm Drains - Maintenance & Service Contract (5534203-638200) \$27,619.00; Purchasing - Maintenance & Service Contract (6228959-638200) \$11,070.00; Parking Operations - Maintenance & Service Contract (5312413-638200) \$3,287.46; Employee Health Center - Maintenance & Service Contract (6048920-638200) \$2,289.36; Utilities Metro Wastewater Plant - Maintenance & Service Contract (5516208-638200) \$17,759.28. The original budget amount is \$257,517.90.

17. Council is asked to approve a Contract for Citywide Uniform Rental Services for a term of one year, as requested by the Procurement and Contracts Department. Award to UniFirst Corporation, using the National Joint Powers Alliance Contract in the amount of \$480,000.00. This firm is located in Lexington, SC.

Funding Source: Supplies - Uniforms and Clothing (6208956-624100). The original budget amount is \$480,000.00.

18. Council is asked to approve Contract Amendment #2 to an Engineering Agreement for Project WM4484; Water Valve and Hydrant Survey, as requested by Columbia Water. Award to Chao and Associates, Inc., a Minority Business Enterprise, to increase the price per asset for the expanded scope of services in an amount not to exceed \$759,761.71 as previously approved by City Council on December 3, 2019. The firm is located in Columbia, SC.

Funding Source: Utilities Water Distribution and Maintenance - Maintenance and Service Contract (5516203-WM4484-638200).

19. Council is asked to approve an Agreement for Project WM4263; Water Quality Consulting for Fiscal Year 2021/2022 for an initial term of ten months with the option to renew for one additional one-year period effective September 1, 2021, as requested by Columbia Water. Award to Black & Veatch Corporation in the amount of \$75,000.00. The firm is located in Columbia, SC.
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Funding Source: Water Compliance - Consultant Fees Contract (5516230-636700). The original budget amount is \$75,000.00.

This is a Mentor Protégé Program Project. Black & Veatch Corporation is the mentor and will provide water quality consulting services at 80% (\$60,000.00) of the total contract amount. Howard Engineering, Inc., a Minority Business Enterprise (W) located in Marietta, SC is the protégé and will provide electrical & instrumentation and control design engineering services, construction management, water treatment staff training, review of water quality data, and quality control of update report services at 20% (\$15,000.00) of the total contract amount.

20. Council is asked to approve the Purchase of a Rear Loader for the Solid Waste Division, as requested by the Fleet Services Division. Award to Carolina Environmental using the Sourcewell Cooperative Contract in the amount of \$142,275.00. This vendor is located in Kernersville, NC.

Funding Source: Capital Replacement - Auto, Trucks, Heavy Equipment-Capital (6308972-658500). The original budget amount is \$142,275.00.

21. Council is asked to approve an Agreement for Environmental Sample Testing for an initial term of one year, with an option to renew for two additional one-year periods, as requested by Columbia Water. Award to Rogers & Callcott Environmental in the amount of \$176,699.35. This firm is located in Columbia, SC.

Funding Source: Utilities Metro Wastewater - Special Contracts (5516208-638300) \$62,224.55 and Wastewater Compliance-Special Contracts (5516231-638300) \$114,474.80, The original budget amount is \$176,699.35.

Rogers & Callcott Environmental will provide National Pollutant Discharge Elimination System Aqueous Sample Matrix Testing, Metro Groundwater, Stormwater General Permit/Sanitary Sewer Overflows: Aqueous Sample, Fat, Oils, and Grease Program Testing, and Pretreatment Testing services at 79.88% (\$141,154.35) of the total contract amount.

The following subconsultants will provide additional services:

Eurofins Lancaster Labs Environmental of Lancaster, PA will provide Volatile Organic Compounds VOA Method 1666A and Formaldehyde services at 13.86% (\$24,485.00) of the total contract amount.

Montrose Environmental Group, Inc. of Irvine, CA will provide Polyfluoroalkyl Substances and Perfluorooctanoic Acid services at 6.01% (\$10,625.00) of the total contract amount.

GEL Laboratories, LLC of Charleston, SC will provide Low Level Mercury Analysis services at 00.25% (\$435.00) of the total contract amount.



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22. Council is asked to approve an AIA Contract for Project SS7568; Preconstruction and Construction Manager at Risk Services for Saluda River Force Main Extension, as requested by Columbia Water. Award to McClam and Associates, Inc. in an amount not to exceed \$120,000.00. The contractor is located in Little Mountain, SC.

Funding Source: Water and Sewer Capital Projects, Saluda River Force Main Extension, Capital Projects Cost (5529999-SS756801-658650). The original budget amount is \$150,000.00.

23. Council is asked to approve the Purchase of (25) 6", (2) 8", and (1) 10" Fire Service Assembly Meters and (600) 5' and (48) 25' registers for the Water Distribution Division, as requested by Columbia Water. Award to Badger Meter Inc., as a sole source in the amount of \$238,460.76. This vendor is located in Milwaukee, WI.

Funding Source: Utilities Water Distribution & Maintenance - Meters, Parts, and Supplies (5516203-625600). The original budget amount is \$238,460.76.

24. Council is asked to approve Contract Amendment #4 for Project SS7253; Metro Wastewater Treatment Plant Anaerobic Digester Rehabilitation, as requested by Columbia Water. Award to Hazen and Sawyer in an amount not to exceed \$634,768.00. This firm is located in Columbia, SC.

Funding Source: Water and Sewer Capital Projects; Capital Project Costs (5529999-SS742801-658650). The original contract amount was \$4,189,652.00. The budget amount for this amendment is \$634,768.00. The revised budget amount is \$4,824,420.00.

This is a Mentor Protégé Program Project. Hazen and Sawyer is the mentor and will provide construction management and engineering services at 79.22% (\$3,821,765.00) of the total contract value. Construction Dynamics, Inc. located in Columbia, SC is the protégé and has provided construction observation services at 14.13% (\$681,780.00) of the total contract value.

The mentor will be performing 100% (\$634,768.00) of contract amendment #4. This amendment does not include opportunities for participation by protégé or subconsultant firms due to the specialized engineering processes associated with anaerobic digestion. However, the overall percentage of services provided by subconsultants is 20.78% of the total contract value.

25. Council is asked to approve Amendment #2 to Work Order #2 for Project WM4453 & SS7460 Carolina Crossroads, as requested by Columbia Water. Award to CDM Smith, Inc. in the amount of \$1,405,721.00. This firm is located in Columbia, SC.



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Funding Source: Water and Sewer Capital Projects - Capital Project Costs (5529999-WM445301-658650) \$944,459.91; Water and Sewer Capital Projects - Capital Project Costs (5529999-SS746001-658650) \$461,261.09. The original budget amount was \$1,351,160.00. The budget amount for this amendment is \$1,405,721.00. The total revised budget amount is \$2,756,881.00.

This is a Mentor Protégé Program Project. CDM Smith, Inc. located in Columbia, SC, is the mentor and will provide administration of the project, project management, meetings, and oversight of the protégé firm at 74.50% (\$2,053,839.00) of the total revised contract amount. Civil Engineering Consulting Services, Inc., a Minority Business Enterprise (W) located in Columbia, SC, is the protégé and will provide full-time inspection of the utility relocation construction at 25.50% (\$703,042.00) of the total revised contract amount.

26. Ordinance No.: 2021-066 Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 2, Administration, Article II, Mayor, Council and City Manager, Division 2, Council Meetings, Sec. 2-59 Council committees and special committees

First reading was given on August 3, 2021.

27. ANNEXATION, COMPREHENSIVE PLAN MAP AMENDMENT, AND ZONING MAP AMENDMENT for 80-acre portion, N/S Percival Road – 4621, 4635, 4651, and 4655 Percival Road; TMS# 25600-03-04(p)

Ordinance No.: 2021-036 Annexing and Incorporating an 80-acre portion N/S Percival Road known as 4621 Percival Road, 4635 Percival Road, 4651 Percival Road and 4655 Percival Road, Richland County TMS# 25600-03-04(p) into Columbia Compass: Envision 2036 adopted by Ordinance No.: 2020-028 on August 4, 2020

Council District: 4

Proposal: Request to annex, assign land use classification of Urban Edge Residential Small Lot (UER-1) and assign zoning of General Residential District (RG-1), a portion within the Flood Protective Overlay (-FP) at the time of annexation. The property is currently classified as Neighborhood (Medium Density) and zoned M-1 by Richland County.

Applicant: C. Ray Miles / HVP3 Development, LLC

Staff Recommendation: Approval

PC Recommendation: 04/05/2021; Approval (8-0)

First reading approval was given on May 18, 2021.



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ORDINANCES - FIRST READING

28. Ordinance No.: 2021-067 Fifth Supplemental Ordinance Providing for the Issuance and Sale of a City of Columbia, South Carolina Special Obligation Refunding Bond (Hospitality Fee Pledge), Series 2021, in the aggregate Principal Amount of Not Exceeding \$30,000,000 in Order to Refund all or a Portion of the City of Columbia, South Carolina, Special Obligation Bonds (Hospitality Fee Pledge), Series 2014, Authorizing the Mayor, the City Manager and the Assistant City Manager for Finance and Economic Services, or any two of them acting together, to determine certain matters with respect to the Bond; Prescribing the Form and Details of Such Bond; and Other Matters Relating Thereto
29. Ordinance No.: 2021-072 Authorizing the City Manager to execute a Purchase and Sale Agreement between the City of Columbia and Latitude 32 Development, LLC for the sale of 2221 Devine Street, Richland County TMS #11312-02-03

ZONING / PLANNING MATTERS - FIRST READING

30. ZONING TEXT AMENDMENT to Amend the text of the Unified Development Ordinance

Ordinance No: 2021-062 Amending The Unified Ordinance of the City of Columbia, South Carolina, Article 3: Zoning Districts, Sec. 17-3.7 Overlay Districts, (c) OV-A: Airport Safety Overlay District and Article 4: Use Regulations, Sec. 17-4.2. Principal Uses (c) Standards for Specific Principal Uses (1) Residential Uses, b. Group Living Uses, 2. Private Dormitory, and Table 17-4.2(C)(2) A.1: Permissibility of Bulk Requirement for Wireless Communication Facilities According to Support Structure

Proposal: Amendments to the new Chapter 17 of the Columbia Code of Ordinances entitled "Unified Development Ordinance" adopted August 20, 2019 and effective August 30, 2021 updating text related to Wireless Communication Facilities, Private Dormitories, and the Airport Height Overlay.

Applicant: Rachel Bailey, Zoning Administrator

Staff Recommendation: Approval

PC Recommendation: 06/07/2021; Approval (8-0)

The public hearing was held on July 20, 2021 and first reading was deferred.



We Are Columbia

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RESOLUTIONS

31. Resolution No.: R-2021-047 Approving Assessment Roll for City Center Business Improvement District
32. Resolution No.: R-2021-090 Supporting We Love Five Points LLC's proposed concept for development of the former Wells Fargo property located at 705 Saluda Avenue in Five Points
33. Resolution No.: R-2021-091 Ratifying and Authorizing the City Manager to execute an Agreement between the City of Columbia and Celia Saxon Shopping Center, LLC for the Employee Health Center
34. Resolution No.: R-2021-093 Certifying Five (5) Building Sites as Abandoned Buildings Pursuant to the South Carolina Abandoned Buildings Revitalization Act, Title 12, Chapter 67, Section 12-67-100 et seq., of the Code of Laws of South Carolina (1976), as amended, regarding property located at 2200 Hampton Street, Richland County TMS # R11407-14-01

EVENT RESOLUTIONS

Safety plans that adhere to the COVID-19 pandemic safety and social distancing protocols, as published by the CDC and SCDHEC, have been reviewed and approved by the Columbia Police Department for each of the following events.

35. Resolution No.: R-2021-080 Authorizing consumption of beer and wine only within Boyd Plaza adjacent to the Columbia Museum of Art for CMA Arts and Draughts on Friday, September 10, 2021
36. Resolution No.: R-2021-086 Repealing and Replacing R-2021-034 Authorizing consumption of beer and wine beverages only at the Lifting as We Climb Fundraiser on Main Street on Saturday, September 18, 2021

The organizer has requested relocation of the event from the Lady Street area to the parking lot between City Hall and the Courthouse due to the proximity of construction projects along Lady Street. The event date and hours remain the same.



We Are Columbia

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APPOINTMENTS

- 37. Advisory Council on Equality
- 38. Columbia Housing Authority
- 39. Design Development Review Commission
- 40. Food Policy Committee
- 41. Transportation Penny Oversight Committee

CITY COUNCIL COMMITTEE REFERRALS / REPORTS

PUBLIC INPUT

EXECUTIVE SESSION

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

*COVID-19
Phillips Street
Franchise Agreement
Gun Crime Legislation
Monticello Road SCDOT Pavement Improvement Program*

- 43. Discussion of matters relating to proposed location or expansion of services to encourage location or expansion of industries or other businesses in the area served by the public body pursuant to S.C. Code §30-4-70(a)(5)

*Bierkeller
Graph-itti*

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

*Legislative Affairs
Deed Restrictions for 1001 Senate Street*

ADJOURNMENT



We Are Columbia

MEETING DATE: August 17, 2021

DEPARTMENT: City Clerk

FROM: *Erika Hammond, City Clerk*

SUBJECT: Council is asked to approve the August 3, 2021 City Council Meeting Minutes.

FUNDING SOURCE & ORIGINAL BUDGET:

FOCUS AREAS: Connecting Our Community, Innovative & High Quality Municipal Services



We Are Columbia

MEETING DATE: August 17, 2021

DEPARTMENT: Public Relations, Media and Marketing

FROM: Leshia Utsey, Director

SUBJECT: Columbia-Richland Fire Department Appreciation Day
Proclamation - The Honorable Mayor Stephen K. Benjamin

**FUNDING SOURCE &
ORIGINAL BUDGET:**

CLEAN WATER 2020?: No

FOCUS AREAS: Connecting Our Community

The department has earned the recognition of a 'Fire Safe South Carolina' community for the second year in a row.

A Proclamation

WHEREAS, the City of Columbia, S.C. is committed to ensuring the safety and security of all those living in and visiting Columbia; and

WHEREAS, the Columbia-Richland Fire Department has roughly 620 career and volunteer members committed to protecting the public from the dangers of fire and fire-related injuries, and

WHEREAS, the department's Fire Prevention Division has worked tirelessly to promote education on fire safety in our communities; and

WHEREAS, the fire department turned to virtual means of engaging with citizens on fire prevention and fire safety during the COVID-19 Pandemic; and

WHEREAS, CRFD members conducted more than 2,11 fire inspections, 106 virtual home fire safety surveys and 21 virtual fire education presentations over the course of 2020; and

WHEREAS, these activities and more earned the department the recognition of a 'Fire Safe South Carolina' community for the second year in a row; and

WHEREAS, that designation came from 'Fire Safe South Carolina' which promotes risk reduction programs in fire departments to prevent fire-related injuries in our state; and

WHEREAS, CRFD was asked to present at a national conference on the best ways to virtually promote fire safety and education with the public;

ATTACHMENTS:

- **#a:** CRFD Appreciation Day Proclamation 2021 (PDF)



A Proclamation

WHEREAS, the City of Columbia, S.C. is committed to ensuring the safety and security of all those living in and visiting Columbia; and

WHEREAS, the Columbia-Richland Fire Department has roughly 620 career and volunteer members committed to protecting the public from the dangers of fire and fire-related injuries, and

WHEREAS, the department's Fire Prevention Division has worked tirelessly to promote education on fire safety in our communities; and

WHEREAS, the fire department turned to virtual means of engaging with citizens on fire prevention and fire safety during the COVID-19 Pandemic; and

WHEREAS, CRFD members conducted more than 2,11 fire inspections, 106 virtual home fire safety surveys and 21 virtual fire education presentations over the course of 2020; and

WHEREAS, these activities and more earned the department the recognition of a 'Fire Safe South Carolina' community for the second year in a row; and

WHEREAS, that designation came from 'Fire Safe South Carolina' which promotes risk reduction programs in fire departments to prevent fire-related injuries in our state; and

WHEREAS, CRFD was asked to present at a national conference on the best ways to virtually promote fire safety and education with the public;

NOW, THEREFORE I, Stephen K. Benjamin, Mayor of the City of Columbia, South Carolina, along with my fellow members of Columbia City Council, do hereby proclaim August 17, 2021

Columbia-Richland Fire Department Appreciation Day

in the great City of Columbia and urge my fellow citizens to recognize and participate in its observance.

Stephen K. Benjamin
Mayor

Sam Davis
District I, Council Member

Tameika Isaac Devine
At-Large, Council Member

Howard E. Duvall, Jr.
At-Large, Council Member

Edward McDowell, Jr.
District II, Council Member

Daniel J. Rickenmann.
District IV, Council Member

Will Brennan
District III, Council Member



We Are Columbia

MEETING DATE: August 17, 2021

DEPARTMENT: City Clerk

FROM: *Erika Hammond, City Clerk*

SUBJECT: Update from the Capital City/Lake Murray Country Regional Tourism Board - Ms. Miriam Atria, President/CEO of Capital City/Lake Murray Country Regional Tourism Board

FUNDING SOURCE & ORIGINAL BUDGET:



We Are Columbia

MEETING DATE: August 17, 2021

DEPARTMENT: City Clerk

FROM: *Erika Hammond, City Clerk*

SUBJECT: COVID-19 Update - The Honorable Mayor Stephen K. Benjamin

FUNDING SOURCE & ORIGINAL BUDGET:

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

PURPOSE:
COVID-19 Situational Report - Mr. Harry Tinsley, Emergency Management Director



We Are Columbia

MEETING DATE: August 17, 2021

DEPARTMENT: City Clerk

FROM: *Erika Hammond, City Clerk*

SUBJECT: Chief Health Officer Proposal - The Honorable Edward H. McDowell

FUNDING SOURCE & ORIGINAL BUDGET:



We Are Columbia

MEETING DATE: August 17, 2021

DEPARTMENT: City Clerk

FROM: *Erika Hammond, City Clerk*

SUBJECT: Tax Study Ad-Hoc Committee Update - The Honorable Daniel J. Rickenmann

**FUNDING SOURCE &
ORIGINAL BUDGET:**



We Are Columbia

MEETING DATE: August 17, 2021

DEPARTMENT: Economic Development

FROM: *Ryan Coleman, Director of Economic Development*

SUBJECT: Council is asked to approve Fiscal Year 2021/2022 Contract Renewal for Recruitment and Entrepreneurial Assistance, as requested by the Economic Development Department. Award to Midlands Technical College Enterprise Campus Authority in the amount of \$10,000.00. This firm is located in Columbia, SC.

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: Special Contracts (5511301-638300). The original budget amount is \$10,000.00.

FOCUS AREAS: Attracting & Retaining Talent, Economic Prosperity - Endless Possibilities

ATTACHMENTS:

- **#a:** APPROVED - 21009822 - Midlands Technical College Enterprise Campus Authority 2021-22 contract (PDF)

STATE OF SOUTH CAROLINA)
)
 COUNTY OF RICHLAND) **CONTRACT FOR PROFESSIONAL SERVICES**

THIS CONTRACT is entered into between the City of Columbia (hereinafter called the "City") and the Midlands Technical College Enterprise Campus Authority (hereinafter called the "Consultant").

WITNESSETH:

WHEREAS, the City desires to retain the services of the Consultant to provide consulting services to the City, as specified in Exhibit A for fiscal year (FY) 2021-2022;

NOW, THEREFORE, in consideration of and for the mutual covenants and promises contained herein, the parties hereto agree as follows:

1. CONTRACT FOR SERVICES

The City hereby engages the Consultant and the Consultant hereby agrees to perform the services hereafter set forth in Exhibit A.

2. SCOPE OF SERVICES AND TIME OF PERFORMANCE

The Consultant shall in a satisfactory and proper manner as determined by the City perform tasks necessary to complete the projects as outlined in Exhibit A, attached hereto. The Consultant has specialized knowledge to complete the projects without any training from the City and shall perform the tasks in the order and in the manner that Consultant determines is most effective and efficient without any City control over the details of Consultant's performance. Nothing in this contract shall prohibit the City and Consultant from entering into separate agreements for specific projects.

3. TERM OF AGREEMENT

This Contract shall be effective upon signing and shall expire on June 30, 2022, unless terminated earlier as provided herein.

4. METHOD OF PAYMENT

In consideration of the services performed hereunder and upon receipt of an invoice, the City will make two (2) payments of Five Thousand and No/100 Dollars (\$5,000.00) to Consultant. The first payment will be made on or after August 1st of the fiscal year, pending review and approval of the contract by the City. The second payment will be made on or after February 1st of the same fiscal year, pending a second review of the scope of work to ensure the terms of the contract are being met by Consultant in timely fashion.

5. DUTIES UPON TERMINATION

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

6. ETHICS

Consultant and any subconsultant(s) acknowledge that they are subject to the provisions of the 1991 Ethics Reform Act (S.C. Code Ann. §8-13-100, *et seq.*, as amended). Under this Act, a person may not, directly or indirectly, give, offer, or promise anything of value to a public official, public member, or public employee with the intent to:

- A. Influence the discharge of a public official's, public member's, or public employee's official responsibilities;
- B. Influence a public official, public member, or public employee to commit, aid in committing, collude in, or allow fraud on a governmental entity; or
- C. Induce a public official, public member, or public employee to perform or fail to perform an act in violation of the public official's, public member's, or public employee's official responsibilities. "Anything of value" includes, but is not limited to, lodging, transportation, entertainment, food, meals, beverages, money, gifts, honorariums, discounts and interest-free loans.

7. FINDINGS CONFIDENTIAL

All of the reports, information, data, records or documents of any kind, prepared or assembled by the Consultant under this Contract are matters of public record, but that the Consultant agrees that they shall only be made available to any individual or organization by the City and the Consultant shall not make them available to any individual or organization without the prior written approval of the City.

In the event that the City receives a Freedom of Information Act request to provide confidential or proprietary information of the Consultant, City will notify Consultant as soon as practicable of such request.

8. ACCESS TO RECORDS

The Consultant shall make available for examination all of its records with respect to all matters covered by this contract and shall maintain such records for a period not less than three (3) years after receipt of final payment under this Contract. All requests for access to Consultant's records shall be made in writing.

9. COPYRIGHT

No reports or other documents produced in whole or in part under this Contract shall be the subject of an application for copyright by or on behalf of the Consultant.

10. AMENDMENTS

The parties may amend this Contract at any time provided that such Amendments are executed in writing, signed by a duly authorized representative of both organizations, and approved, where applicable, by the City's governing body.

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

11. ASSIGNABILITY/SUB-CONSULTING

The Consultant shall not assign or subcontract any interest in this Agreement and shall not transfer any interest in the same without the prior written consent of the City. The Consultant shall be as fully responsible to the City for the acts and omission of its sub-Consultants, as it is for the acts and omissions of persons directly employed by the Consultant.

The Consultant shall furnish and cause each of its sub-Consultants to furnish all information and reports required hereunder.

12. INDEPENDENT CONSULTANT

Nothing contained in this Contract is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Consultant shall at all times remain an independent Consultant with respect to the services to be performed under this Contract. The City shall be exempt from payment of all unemployment compensation, FICA, retirement, life and/or medical insurance and workers' compensation insurance.

13. BREACH / WAIVER

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

14. TERMINATION OF CONTRACT FOR CAUSE

If, through any cause, the Consultant shall fail to fulfill in a timely and proper manner these obligations under this Contract, or if the Consultant shall violate any of the covenants, agreements, or stipulations of this Contract, the City shall thereupon have the right to terminate this Contract by giving written notice to the Consultant of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all finished or unfinished documents, data studies, surveys and reports prepared under this Contract shall become the possession of the City.

Notwithstanding the above, the Consultant shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the Contract by the Consultant and the City may withhold any payments to the Consultant until such time as the exact amount of damages due to the City from the Consultant is determined.

15. TERMINATION FOR CONVENIENCE OF THE CITY

The City may terminate this Contract at any time by giving written notice to the Consultant of such termination and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. In that event, all finished or unfinished documents and other material as described in Paragraph 5 above shall, at the option of the City, become its property.

16. INTEREST OF CONSULTANT

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

The Consultant is expected to make Consultant's services available to other entities but agrees to refrain from representing other entities in matters where the position of the City conflicts with that of the other entity. The City may at its discretion, waive this provision. The Consultant has provided a list of all of its clients with whom there may be potential conflicts with the City. This list shall be supplemented throughout the duration of this Contract.

17. EQUAL EMPLOYMENT OPPORTUNITY

In carrying out the program, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, or national origin. The Contractor shall take affirmative action to ensure equal employment opportunities for all applicants for employment, without regard to their race, creed, color, religion, ancestry, sex, sexual orientation, national origin, disability or other handicap, age, marital status, or status with regard to public assistance. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor shall post in conspicuous places, available to employees and

applicants for employment, notices to be provided by the government setting forth the provisions of this nondiscrimination clause. The Contractor shall state that it will receive consideration for employment without regard to race, color, creed, religion, ancestry, sex, national origin, disability or other handicap, age, marital status, or status with regard to public assistance. The Contractor will incorporate these equal employment opportunity requirements in all subcontracts for program work.

18. LICENSES, PERMITS AND TAXES

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

The Consultant shall procure and maintain a City of Columbia business license while performing services under the Agreement.

19. REMEDIES

The Consultant shall only be entitled to the actual direct costs of all labor and material expended on the services required under the Agreement prior to the effective date of the termination. In no event shall the Consultant be entitled to anticipatory profit or damages for any termination under the Agreement. In no event shall the Consultant be entitled to assert a claim in quantum meruit or any other measure of damages other than that stated herein.

20. SEVERABILITY

If any provision of this Contract is held invalid, the remainder of this Contract shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of Applicable law.

21. COMPLIANCE WITH LOCAL LAWS

The Consultant shall comply with all applicable laws, ordinances, and codes of the state and local government in performing the work provided under this Contract.

22. PERSONNEL

All of the services required hereunder shall be performed by the Consultant and all personnel engaged in the work will be fully qualified and shall be authorized or permitted under state and local law to perform the services identified in Appendix A, Scope of Services.

The Consultant represents that Consultant has, or will secure at Consultant's own expense, all personnel required in performing the services under the Contract.

23. WHOLE AGREEMENT

The Agreement represents the entire Agreement between the City and the Consultant and

supersedes all prior communications, negotiations, representations or agreements, either written or oral. Only written Amendment signed by both the City and the Consultant may amend the Agreement.

24. GOVERNING LAW

This Agreement shall be interpreted, construed, and enforced in accordance with the laws of South Carolina. Any dispute arising between any of the parties hereto regarding the subject matter of this Agreement shall be subject to the exclusive jurisdiction of the federal and state courts within the State of South Carolina.

IN WITNESS WHEREOF, the City and the Consultant have entered into this Agreement as of the date first above written.

Midlands Technical College

CITY OF COLUMBIA

BY: _____

BY: _____

TITLE: _____

TITLE: Teresa B. Wilson, City Manager

DATE: _____

DATE: _____

APPROVED AS TO FORM

 Legal Department City of Columbia, SC
 7/29/2021

Exhibit A

Deliverables	Cost Per Deliverable	Date of Deliverable Completion
Coordinate in-person and virtual recruitment opportunities with the City to seek corporate partners for the park and next stage, entrepreneurial partners for the Accelerator	\$6,000	
Marketing cost to recruit corporate partners for the park and recruit next stage, entrepreneurial partners for the Accelerator	\$2,000	
Escalate entrepreneurship through growth of the MTC Accelerator	\$2,000	
Total	\$10,000	



We Are Columbia

MEETING DATE: August 17, 2021

DEPARTMENT: Economic Development

FROM: *Ryan Coleman, Director of Economic Development*

SUBJECT: Council is asked to approve Fiscal Year 2021/2022 Contract Renewal for Information Technology Training, Certification, and Research, as requested by the Economic Development Department. Award to ITology in the amount of \$10,000.00. This firm is located in Columbia, SC.

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: Special Contracts (5511301-638300). The original budget amount is \$10,000.00.

FOCUS AREAS: Attracting & Retaining Talent

ATTACHMENTS:

- **#a:** APPROVED - 21009827 - IT-ology 2021-22 contract (PDF)

STATE OF SOUTH CAROLINA)
)
 COUNTY OF RICHLAND) **CONTRACT FOR PROFESSIONAL SERVICES**

THIS CONTRACT is entered into between the City of Columbia (hereinafter called the "City") and IT-ology (hereinafter called the "Consultant").

WITNESSETH:

WHEREAS, the City desires to retain the services of the Consultant to provide consulting services to the City, as specified in Exhibit A for fiscal year (FY) 2021-2022;

NOW, THEREFORE, in consideration of and for the mutual covenants and promises contained herein, the parties hereto agree as follows:

1. CONTRACT FOR SERVICES

The City hereby engages the Consultant and the Consultant hereby agrees to perform the services hereafter set forth in Exhibit A.

2. SCOPE OF SERVICES AND TIME OF PERFORMANCE

The Consultant shall in a satisfactory and proper manner as determined by the City perform tasks necessary to complete the projects as outlined in Exhibit A, attached hereto. The Consultant has specialized knowledge to complete the projects without any training from the City and shall perform the tasks in the order and in the manner that Consultant determines is most effective and efficient without any City control over the details of Consultant's performance. Nothing in this contract shall prohibit the City and Consultant from entering into separate agreements for specific projects.

3. TERM OF AGREEMENT

This Contract shall be effective upon signing and shall expire on June 30, 2022, unless terminated earlier as provided herein.

4. METHOD OF PAYMENT

In consideration of the services performed hereunder and upon receipt of an invoice, the City will make two (2) payments of Five Thousand and No/100 Dollars (\$5,000.00) to Consultant. The first payment will be made on or after August 1st of the fiscal year, pending review and approval of the contract by the City. The second payment will be made on or after February 1st of the same fiscal year, pending a second review of the scope of work to ensure the terms of the contract are being met by Consultant in timely fashion.

5. DUTIES UPON TERMINATION

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

6. ETHICS

Consultant and any subconsultant(s) acknowledge that they are subject to the provisions of the 1991 Ethics Reform Act (S.C. Code Ann. §8-13-100, *et seq.*, as amended). Under this Act, a person may not, directly or indirectly, give, offer, or promise anything of value to a public official, public member, or public employee with the intent to:

- A. Influence the discharge of a public official's, public member's, or public employee's official responsibilities;
- B. Influence a public official, public member, or public employee to commit, aid in committing, collude in, or allow fraud on a governmental entity; or
- C. Induce a public official, public member, or public employee to perform or fail to perform an act in violation of the public official's, public member's, or public employee's official responsibilities. "Anything of value" includes, but is not limited to, lodging, transportation, entertainment, food, meals, beverages, money, gifts, honorariums, discounts and interest-free loans.

7. FINDINGS CONFIDENTIAL

All of the reports, information, data, records or documents of any kind, prepared or assembled by the Consultant under this Contract are matters of public record, but that the Consultant agrees that they shall only be made available to any individual or organization by the City and the Consultant shall not make them available to any individual or organization without the prior written approval of the City.

In the event that the City receives a Freedom of Information Act request to provide confidential or proprietary information of the Consultant, City will notify Consultant as soon as practicable of such request.

8. ACCESS TO RECORDS

The Consultant shall make available for examination all of its records with respect to all matters covered by this contract and shall maintain such records for a period not less than three (3) years after receipt of final payment under this Contract. All requests for access to Consultant's records shall be made in writing.

9. COPYRIGHT

No reports or other documents produced in whole or in part under this Contract shall be the subject of an application for copyright by or on behalf of the Consultant.

10. AMENDMENTS

The parties may amend this Contract at any time provided that such Amendments are executed in writing, signed by a duly authorized representative of both organizations, and approved, where applicable, by the City's governing body.

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

11. ASSIGNABILITY/SUB-CONSULTING

The Consultant shall not assign or subcontract any interest in this Agreement and shall not transfer any interest in the same without the prior written consent of the City. The Consultant shall be as fully responsible to the City for the acts and omission of its sub-Consultants, as it is for the acts and omissions of persons directly employed by the Consultant.

The Consultant shall furnish and cause each of its sub-Consultants to furnish all information and reports required hereunder.

12. INDEPENDENT CONSULTANT

Nothing contained in this Contract is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Consultant shall at all times remain an independent Consultant with respect to the services to be performed under this Contract. The City shall be exempt from payment of all unemployment compensation, FICA, retirement, life and/or medical insurance and workers' compensation insurance.

13. BREACH / WAIVER

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

14. TERMINATION OF CONTRACT FOR CAUSE

If, through any cause, the Consultant shall fail to fulfill in a timely and proper manner these obligations under this Contract, or if the Consultant shall violate any of the covenants, agreements, or stipulations of this Contract, the City shall thereupon have the right to terminate this Contract by giving written notice to the Consultant of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all finished or unfinished documents, data studies, surveys and reports prepared under this Contract shall become the possession of the City.

Notwithstanding the above, the Consultant shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the Contract by the Consultant and the City may withhold any payments to the Consultant until such time as the exact amount of damages due to the City from the Consultant is determined.

15. TERMINATION FOR CONVENIENCE OF THE CITY

The City may terminate this Contract at any time by giving written notice to the Consultant of such termination and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. In that event, all finished or unfinished documents and other material as described in Paragraph 5 above shall, at the option of the City, become its property.

16. INTEREST OF CONSULTANT

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

The Consultant is expected to make Consultant's services available to other entities but agrees to refrain from representing other entities in matters where the position of the City conflicts with that of the other entity. The City may at its discretion, waive this provision. The Consultant has provided a list of all of its clients with whom there may be potential conflicts with the City. This list shall be supplemented throughout the duration of this Contract.

17. EQUAL EMPLOYMENT OPPORTUNITY

In carrying out the program, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, or national origin. The Contractor shall take affirmative action to ensure equal employment opportunities for all applicants for employment, without regard to their race, creed, color, religion, ancestry, sex, sexual orientation, national origin, disability or other handicap, age, marital status, or status with regard to public assistance. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor shall post in conspicuous places, available to employees and

applicants for employment, notices to be provided by the government setting forth the provisions of this nondiscrimination clause. The Contractor shall state that it will receive consideration for employment without regard to race, color, creed, religion, ancestry, sex, national origin, disability or other handicap, age, marital status, or status with regard to public assistance. The Contractor will incorporate these equal employment opportunity requirements in all subcontracts for program work.

18. LICENSES, PERMITS AND TAXES

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

The Consultant shall procure and maintain a City of Columbia business license while performing services under the Agreement.

19. REMEDIES

The Consultant shall only be entitled to the actual direct costs of all labor and material expended on the services required under the Agreement prior to the effective date of the termination. In no event shall the Consultant be entitled to anticipatory profit or damages for any termination under the Agreement. In no event shall the Consultant be entitled to assert a claim in quantum meruit or any other measure of damages other than that stated herein.

20. SEVERABILITY

If any provision of this Contract is held invalid, the remainder of this Contract shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of Applicable law.

21. COMPLIANCE WITH LOCAL LAWS

The Consultant shall comply with all applicable laws, ordinances, and codes of the state and local government in performing the work provided under this Contract.

22. PERSONNEL

All of the services required hereunder shall be performed by the Consultant and all personnel engaged in the work will be fully qualified and shall be authorized or permitted under state and local law to perform the services identified in Appendix A, Scope of Services.

The Consultant represents that Consultant has, or will secure at Consultant's own expense, all personnel required in performing the services under the Contract.

23. WHOLE AGREEMENT

The Agreement represents the entire Agreement between the City and the Consultant and

supersedes all prior communications, negotiations, representations or agreements, either written or oral. Only written Amendment signed by both the City and the Consultant may amend the Agreement.

24. GOVERNING LAW

This Agreement shall be interpreted, construed, and enforced in accordance with the laws of South Carolina. Any dispute arising between any of the parties hereto regarding the subject matter of this Agreement shall be subject to the exclusive jurisdiction of the federal and state courts within the State of South Carolina.

IN WITNESS WHEREOF, the City and the Consultant have entered into this Agreement as of the date first above written.

IT-oLogy

CITY OF COLUMBIA

BY: _____

BY: _____

TITLE: _____

TITLE: Teresa B. Wilson, City Manager

DATE: _____

DATE: _____

APPROVED AS TO FORM

 Legal Department City of Columbia, SC
 7/29/2021

Exhibit A

<u>Deliverables</u>	<u>Cost Per Deliverable</u>
Summit on Diversity in IT – 1 Day Conference	\$5,000
Lunch and Learns: Provide quarterly lunch and learn interactive workshops designed to attract under-represented populations to the IT Field.	\$1,500
Diverse IT Speaker Series: Produce 2 Podcasts	\$1,000
Diverse IT Career Fair – Spring 2022	\$2,500
Total	\$10,000



We Are Columbia

MEETING DATE: August 17, 2021

DEPARTMENT: Economic Development

FROM: *Ryan Coleman, Director of Economic Development*

SUBJECT: Council is asked to approve Fiscal Year 2021/2022 Contract Renewal for Entrepreneurial Support, Management, and Assistance, as requested by the Economic Development Department. Award to USC/Columbia Technology Incubator in the amount of \$25,000.00. This firm is located in Columbia, SC.

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: Special Contracts (5511301-638300). The original budget amount is \$25,000.00.

FOCUS AREAS: Attracting & Retaining Talent, Economic Prosperity - Endless Possibilities

ATTACHMENTS:

- **#a:** APPROVED - 21009826 - USC Technology Incubator 2021-22 contract (PDF)

STATE OF SOUTH CAROLINA)
)
 COUNTY OF RICHLAND) **CONTRACT FOR PROFESSIONAL SERVICES**

THIS CONTRACT is entered into between the City of Columbia (hereinafter called the "City") and the USC/Columbia Technology Incubator (hereinafter called the "Consultant").

WITNESSETH:

WHEREAS, the City desires to retain the services of the Consultant to provide consulting services to the City, as specified in Exhibit A for fiscal year (FY) 2021-2022;

NOW, THEREFORE, in consideration of and for the mutual covenants and promises contained herein, the parties hereto agree as follows:

1. CONTRACT FOR SERVICES

The City hereby engages the Consultant and the Consultant hereby agrees to perform the services hereafter set forth in Exhibit A.

2. SCOPE OF SERVICES AND TIME OF PERFORMANCE

The Consultant shall in a satisfactory and proper manner as determined by the City perform tasks necessary to complete the projects as outlined in Exhibit A, attached hereto. The Consultant has specialized knowledge to complete the projects without any training from the City and shall perform the tasks in the order and in the manner that Consultant determines is most effective and efficient without any City control over the details of Consultant's performance. Nothing in this contract shall prohibit the City and Consultant from entering into separate agreements for specific projects.

3. TERM OF AGREEMENT

This Contract shall be effective upon signing and shall expire on June 30, 2022, unless terminated earlier as provided herein.

4. METHOD OF PAYMENT

In consideration of the services performed hereunder and upon receipt of an invoice, the City will make two (2) payments of Twelve Thousand Five Hundred and No/100 Dollars (\$12,500.00) to Consultant. The first payment will be made on or after August 1st of the fiscal year, pending review and approval of the contract by the City. The second payment will be made on or after February 1st of the same fiscal year, pending a second review of the scope of work to ensure the terms of the contract are being met by Consultant in timely fashion.

5. DUTIES UPON TERMINATION

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

6. ETHICS

Consultant and any subconsultant(s) acknowledge that they are subject to the provisions of the 1991 Ethics Reform Act (S.C. Code Ann. §8-13-100, *et seq.*, as amended). Under this Act, a person may not, directly or indirectly, give, offer, or promise anything of value to a public official, public member, or public employee with the intent to:

- A. Influence the discharge of a public official's, public member's, or public employee's official responsibilities;
- B. Influence a public official, public member, or public employee to commit, aid in committing, collude in, or allow fraud on a governmental entity; or
- C. Induce a public official, public member, or public employee to perform or fail to perform an act in violation of the public official's, public member's, or public employee's official responsibilities. "Anything of value" includes, but is not limited to, lodging, transportation, entertainment, food, meals, beverages, money, gifts, honorariums, discounts and interest-free loans.

7. FINDINGS CONFIDENTIAL

All of the reports, information, data, records or documents of any kind, prepared or assembled by the Consultant under this Contract are matters of public record, but that the Consultant agrees that they shall only be made available to any individual or organization by the City and the Consultant shall not make them available to any individual or organization without the prior written approval of the City.

In the event that the City receives a Freedom of Information Act request to provide confidential or proprietary information of the Consultant, City will notify Consultant as soon as practicable of such request.

8. ACCESS TO RECORDS

The Consultant shall make available for examination all of its records with respect to all matters covered by this contract and shall maintain such records for a period not less than three (3) years after receipt of final payment under this Contract. All requests for access to Consultant's records shall be made in writing.

9. COPYRIGHT

No reports or other documents produced in whole or in part under this Contract shall be the subject of an application for copyright by or on behalf of the Consultant.

10. AMENDMENTS

The parties may amend this Contract at any time provided that such Amendments are executed in writing, signed by a duly authorized representative of both organizations, and approved, where applicable, by the City's governing body.

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

11. ASSIGNABILITY/SUB-CONSULTING

The Consultant shall not assign or subcontract any interest in this Agreement and shall not transfer any interest in the same without the prior written consent of the City. The Consultant shall be as fully responsible to the City for the acts and omission of its sub-Consultants, as it is for the acts and omissions of persons directly employed by the Consultant.

The Consultant shall furnish and cause each of its sub-Consultants to furnish all information and reports required hereunder.

12. INDEPENDENT CONSULTANT

Nothing contained in this Contract is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Consultant shall at all times remain an independent Consultant with respect to the services to be performed under this Contract. The City shall be exempt from payment of all unemployment compensation, FICA, retirement, life and/or medical insurance and workers' compensation insurance.

13. BREACH / WAIVER

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

14. TERMINATION OF CONTRACT FOR CAUSE

If, through any cause, the Consultant shall fail to fulfill in a timely and proper manner these obligations under this Contract, or if the Consultant shall violate any of the covenants, agreements, or stipulations of this Contract, the City shall thereupon have the right to terminate this Contract by giving written notice to the Consultant of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all finished or unfinished documents, data studies, surveys and reports prepared under this Contract shall become the possession of the City.

Notwithstanding the above, the Consultant shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the Contract by the Consultant and the City may withhold any payments to the Consultant until such time as the exact amount of damages due to the City from the Consultant is determined.

15. TERMINATION FOR CONVENIENCE OF THE CITY

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16. INTEREST OF CONSULTANT

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

The Consultant is expected to make Consultant's services available to other entities but agrees to refrain from representing other entities in matters where the position of the City conflicts with that of the other entity. The City may at its discretion, waive this provision. The Consultant has provided a list of all of its clients with whom there may be potential conflicts with the City. This list shall be supplemented throughout the duration of this Contract.

17. EQUAL EMPLOYMENT OPPORTUNITY

In carrying out the program, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, or national origin. The Contractor shall take affirmative action to ensure equal employment opportunities for all applicants for employment, without regard to their race, creed, color, religion, ancestry, sex, sexual orientation, national origin, disability or other handicap, age, marital status, or status with regard to public assistance. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor shall post in conspicuous places, available to employees and

applicants for employment, notices to be provided by the government setting forth the provisions of this nondiscrimination clause. The Contractor shall state that it will receive consideration for employment without regard to race, color, creed, religion, ancestry, sex, national origin, disability or other handicap, age, marital status, or status with regard to public assistance. The Contractor will incorporate these equal employment opportunity requirements in all subcontracts for program work.

18. LICENSES, PERMITS AND TAXES

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

The Consultant shall procure and maintain a City of Columbia business license while performing services under the Agreement.

19. REMEDIES

The Consultant shall only be entitled to the actual direct costs of all labor and material expended on the services required under the Agreement prior to the effective date of the termination. In no event shall the Consultant be entitled to anticipatory profit or damages for any termination under the Agreement. In no event shall the Consultant be entitled to assert a claim in quantum meruit or any other measure of damages other than that stated herein.

20. SEVERABILITY

If any provision of this Contract is held invalid, the remainder of this Contract shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of Applicable law.

21. COMPLIANCE WITH LOCAL LAWS

The Consultant shall comply with all applicable laws, ordinances, and codes of the state and local government in performing the work provided under this Contract.

22. PERSONNEL

All of the services required hereunder shall be performed by the Consultant and all personnel engaged in the work will be fully qualified and shall be authorized or permitted under state and local law to perform the services identified in Appendix A, Scope of Services.

The Consultant represents that Consultant has, or will secure at Consultant's own expense, all personnel required in performing the services under the Contract.

23. WHOLE AGREEMENT

The Agreement represents the entire Agreement between the City and the Consultant and

supersedes all prior communications, negotiations, representations or agreements, either written or oral. Only written Amendment signed by both the City and the Consultant may amend the Agreement.

24. GOVERNING LAW

This Agreement shall be interpreted, construed, and enforced in accordance with the laws of South Carolina. Any dispute arising between any of the parties hereto regarding the subject matter of this Agreement shall be subject to the exclusive jurisdiction of the federal and state courts within the State of South Carolina.

IN WITNESS WHEREOF, the City and the Consultant have entered into this Agreement as of the date first above written.

USC/Columbia Technology Incubator

CITY OF COLUMBIA

BY: _____

BY: _____

TITLE: _____

TITLE: Teresa B. Wilson, City Manager

DATE: _____

DATE: _____

APPROVED AS TO FORM



Legal Department City of Columbia, SC
7/29/2021

Exhibit A

Deliverables	Cost Per Deliverable	Date of Deliverable Completion
Management of 43 incubator companies with an earned total of \$21 million in revenue	\$25,000	
Total	\$25,000	



We Are Columbia

MEETING DATE: August 17, 2021

DEPARTMENT: Economic Development

FROM: *Ryan Coleman, Director of Economic Development*

SUBJECT: Council is asked to approve Fiscal Year 2021/2022 Contract Renewal for Sister Cities Programs to Assist with Recruitment, Marketing, and Research, as requested by the Economic Development Department. Award to Columbia World Affairs Council in the amount of \$30,000.00. This firm is located in Columbia, SC.

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: Special Contracts (5511301-638300). The original budget amount is \$30,000.00.

FOCUS AREAS: Attracting & Retaining Talent, Connecting Our Community, Economic Prosperity - Endless Possibilities

ATTACHMENTS:

- **#a:** APPROVED - 21009824 - Columbia World Affairs Council 2021-22 contract (PDF)

STATE OF SOUTH CAROLINA)
)
 COUNTY OF RICHLAND) **CONTRACT FOR PROFESSIONAL SERVICES**

THIS CONTRACT is entered into between the City of Columbia (hereinafter called the "City") and the Columbia World Affairs Council (hereinafter called the "Consultant").

WITNESSETH:

WHEREAS, the City desires to retain the services of the Consultant to provide consulting services to the City, as specified in Exhibit A for fiscal year (FY) 2021-2022;

NOW, THEREFORE, in consideration of and for the mutual covenants and promises contained herein, the parties hereto agree as follows:

1. CONTRACT FOR SERVICES

The City hereby engages the Consultant and the Consultant hereby agrees to perform the services hereafter set forth in Exhibit A.

2. SCOPE OF SERVICES AND TIME OF PERFORMANCE

The Consultant shall in a satisfactory and proper manner as determined by the City perform tasks necessary to complete the projects as outlined in Exhibit A, attached hereto. The Consultant has specialized knowledge to complete the projects without any training from the City and shall perform the tasks in the order and in the manner that Consultant determines is most effective and efficient without any City control over the details of Consultant's performance. Nothing in this contract shall prohibit the City and Consultant from entering into separate agreements for specific projects.

3. TERM OF AGREEMENT

This Contract shall be effective upon signing and shall expire on June 30, 2022, unless terminated earlier as provided herein.

4. METHOD OF PAYMENT

In consideration of the services performed hereunder and upon receipt of an invoice, the City will make two (2) payments of Fifteen Thousand and No/100 Dollars (\$15,000.00) to Consultant. The first payment will be made on or after August 1st of the fiscal year, pending review and approval of the contract by the City. The second payment will be made on or after February 1st of the same fiscal year, pending a second review of the scope of work to ensure the terms of the contract are being met by Consultant in timely fashion.

5. DUTIES UPON TERMINATION

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

6. ETHICS

Consultant and any subconsultant(s) acknowledge that they are subject to the provisions of the 1991 Ethics Reform Act (S.C. Code Ann. §8-13-100, *et seq.*, as amended). Under this Act, a person may not, directly or indirectly, give, offer, or promise anything of value to a public official, public member, or public employee with the intent to:

- A. Influence the discharge of a public official's, public member's, or public employee's official responsibilities;
- B. Influence a public official, public member, or public employee to commit, aid in committing, collude in, or allow fraud on a governmental entity; or
- C. Induce a public official, public member, or public employee to perform or fail to perform an act in violation of the public official's, public member's, or public employee's official responsibilities. "Anything of value" includes, but is not limited to, lodging, transportation, entertainment, food, meals, beverages, money, gifts, honorariums, discounts and interest-free loans.

7. FINDINGS CONFIDENTIAL

All of the reports, information, data, records or documents of any kind, prepared or assembled by the Consultant under this Contract are matters of public record, but that the Consultant agrees that they shall only be made available to any individual or organization by the City and the Consultant shall not make them available to any individual or organization without the prior written approval of the City.

In the event that the City receives a Freedom of Information Act request to provide confidential or proprietary information of the Consultant, City will notify Consultant as soon as practicable of such request.

8. ACCESS TO RECORDS

The Consultant shall make available for examination all of its records with respect to all matters covered by this contract and shall maintain such records for a period not less than three (3) years after receipt of final payment under this Contract. All requests for access to Consultant's records shall be made in writing.

9. COPYRIGHT

No reports or other documents produced in whole or in part under this Contract shall be the subject of an application for copyright by or on behalf of the Consultant.

10. AMENDMENTS

The parties may amend this Contract at any time provided that such Amendments are executed in writing, signed by a duly authorized representative of both organizations, and approved, where applicable, by the City's governing body.

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

11. ASSIGNABILITY/SUB-CONSULTING

The Consultant shall not assign or subcontract any interest in this Agreement and shall not transfer any interest in the same without the prior written consent of the City. The Consultant shall be as fully responsible to the City for the acts and omission of its sub-Consultants, as it is for the acts and omissions of persons directly employed by the Consultant.

The Consultant shall furnish and cause each of its sub-Consultants to furnish all information and reports required hereunder.

12. INDEPENDENT CONSULTANT

Nothing contained in this Contract is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Consultant shall at all times remain an independent Consultant with respect to the services to be performed under this Contract. The City shall be exempt from payment of all unemployment compensation, FICA, retirement, life and/or medical insurance and workers' compensation insurance.

13. BREACH / WAIVER

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

14. TERMINATION OF CONTRACT FOR CAUSE

If, through any cause, the Consultant shall fail to fulfill in a timely and proper manner these obligations under this Contract, or if the Consultant shall violate any of the covenants, agreements, or stipulations of this Contract, the City shall thereupon have the right to terminate this Contract by giving written notice to the Consultant of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all finished or unfinished documents, data studies, surveys and reports prepared under this Contract shall become the possession of the City.

Notwithstanding the above, the Consultant shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the Contract by the Consultant and the City may withhold any payments to the Consultant until such time as the exact amount of damages due to the City from the Consultant is determined.

15. TERMINATION FOR CONVENIENCE OF THE CITY

The City may terminate this Contract at any time by giving written notice to the Consultant of such termination and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. In that event, all finished or unfinished documents and other material as described in Paragraph 5 above shall, at the option of the City, become its property.

16. INTEREST OF CONSULTANT

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

The Consultant is expected to make Consultant's services available to other entities but agrees to refrain from representing other entities in matters where the position of the City conflicts with that of the other entity. The City may at its discretion, waive this provision. The Consultant has provided a list of all of its clients with whom there may be potential conflicts with the City. This list shall be supplemented throughout the duration of this Contract.

17. EQUAL EMPLOYMENT OPPORTUNITY

In carrying out the program, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, or national origin. The Contractor shall take affirmative action to ensure equal employment opportunities for all applicants for employment, without regard to their race, creed, color, religion, ancestry, sex, sexual orientation, national origin, disability or other handicap, age, marital status, or status with regard to public assistance. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor shall post in conspicuous places, available to employees and

applicants for employment, notices to be provided by the government setting forth the provisions of this nondiscrimination clause. The Contractor shall state that it will receive consideration for employment without regard to race, color, creed, religion, ancestry, sex, national origin, disability or other handicap, age, marital status, or status with regard to public assistance. The Contractor will incorporate these equal employment opportunity requirements in all subcontracts for program work.

18. LICENSES, PERMITS AND TAXES

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

The Consultant shall procure and maintain a City of Columbia business license while performing services under the Agreement.

19. REMEDIES

The Consultant shall only be entitled to the actual direct costs of all labor and material expended on the services required under the Agreement prior to the effective date of the termination. In no event shall the Consultant be entitled to anticipatory profit or damages for any termination under the Agreement. In no event shall the Consultant be entitled to assert a claim in quantum meruit or any other measure of damages other than that stated herein.

20. SEVERABILITY

If any provision of this Contract is held invalid, the remainder of this Contract shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of Applicable law.

21. COMPLIANCE WITH LOCAL LAWS

The Consultant shall comply with all applicable laws, ordinances, and codes of the state and local government in performing the work provided under this Contract.

22. PERSONNEL

All of the services required hereunder shall be performed by the Consultant and all personnel engaged in the work will be fully qualified and shall be authorized or permitted under state and local law to perform the services identified in Appendix A, Scope of Services.

The Consultant represents that Consultant has, or will secure at Consultant's own expense, all personnel required in performing the services under the Contract.

23. WHOLE AGREEMENT

The Agreement represents the entire Agreement between the City and the Consultant and

supersedes all prior communications, negotiations, representations or agreements, either written or oral. Only written Amendment signed by both the City and the Consultant may amend the Agreement.

24. GOVERNING LAW

This Agreement shall be interpreted, construed, and enforced in accordance with the laws of South Carolina. Any dispute arising between any of the parties hereto regarding the subject matter of this Agreement shall be subject to the exclusive jurisdiction of the federal and state courts within the State of South Carolina.

IN WITNESS WHEREOF, the City and the Consultant have entered into this Agreement as of the date first above written.

Columbia World Affairs Council

CITY OF COLUMBIA

BY: _____

BY: _____

TITLE: _____

TITLE: Teresa B. Wilson, City Manager

DATE: _____

DATE: _____

APPROVED AS TO FORM

 Legal Department City of Columbia, SC
 7/29/2021

Exhibit A

Deliverables	Cost Per Deliverable	Date of Deliverable Completion
Build international network of cities around universities focusing on Education, Landing Pad, IT, AI, Digital Economy & and Biotech/Life Sciences	\$3,000	
Develop UK partnership for Economic Development (Liverpool and Essex)	\$1,000	
Identify 8 business leads for Columbia (8 x \$1,200)	\$9,600	
Coordinate actual or virtual spring mission trip specific to landing pad opportunities, IT and Innovation Cluster Development	\$5,000	
Underwrite intern for CED to coordinate CWAC activities	\$1,300	
Execute Global Vision Awards Gala	\$8,000	
Cover City's payment in Sister City International	\$1,000	
Schedule and host at least one call or video conference per month with Columbia's sister city partners and/or related business prospects	\$1,100	
Total	\$30,000	



We Are Columbia

MEETING DATE: August 17, 2021

DEPARTMENT: Economic Development

FROM: *Ryan Coleman, Director of Economic Development*

SUBJECT: Council is asked to approve Fiscal Year 2021/2022 Contract Renewal for Entrepreneurship, Small Business Development, Event Management, and Marketing, as requested by the Economic Development Department. Award to GrowCo in the amount of \$37,500.00. This firm is located in Columbia, SC.

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: Special Contracts (5511301-638300). The original budget amount is \$37,500.00.

FOCUS AREAS: Attracting & Retaining Talent, Economic Prosperity - Endless Possibilities

ATTACHMENTS:

- **#a:** APPROVED - 21009821 - GrowCo 2021-22 contract (PDF)

STATE OF SOUTH CAROLINA)
)
 COUNTY OF RICHLAND) **CONTRACT FOR PROFESSIONAL SERVICES**

THIS CONTRACT is entered into between the City of Columbia (hereinafter called the "City") and GrowCo (hereinafter called the "Consultant").

WITNESSETH:

WHEREAS, the City desires to retain the services of the Consultant to provide consulting services to the City, as specified in Exhibit A for fiscal year (FY) 2021-2022;

NOW, THEREFORE, in consideration of and for the mutual covenants and promises contained herein, the parties hereto agree as follows:

1. CONTRACT FOR SERVICES

The City hereby engages the Consultant and the Consultant hereby agrees to perform the services hereafter set forth in Exhibit A.

2. SCOPE OF SERVICES AND TIME OF PERFORMANCE

The Consultant shall in a satisfactory and proper manner as determined by the City perform tasks necessary to complete the projects as outlined in Exhibit A, attached hereto. The Consultant has specialized knowledge to complete the projects without any training from the City and shall perform the tasks in the order and in the manner that Consultant determines is most effective and efficient without any City control over the details of Consultant's performance. Nothing in this contract shall prohibit the City and Consultant from entering into separate agreements for specific projects.

3. TERM OF AGREEMENT

This Contract shall be effective upon signing and shall expire on June 30, 2022, unless terminated earlier as provided herein.

4. METHOD OF PAYMENT

In consideration of the services performed hereunder and upon receipt of an invoice, the City will make two (2) payments of Eighteen Thousand Seven Hundred Fifty and No/100 Dollars (\$18,750.00) to Consultant. The first payment will be made on or after August 1st of the fiscal year, pending review and approval of the contract by the City. The second payment will be made on or after February 1st of the same fiscal year, pending a second review of the scope of work to ensure the terms of the contract are being met by Consultant in timely fashion.

5. DUTIES UPON TERMINATION

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

6. ETHICS

Consultant and any subconsultant(s) acknowledge that they are subject to the provisions of the 1991 Ethics Reform Act (S.C. Code Ann. §8-13-100, *et seq.*, as amended). Under this Act, a person may not, directly or indirectly, give, offer, or promise anything of value to a public official, public member, or public employee with the intent to:

- A. Influence the discharge of a public official's, public member's, or public employee's official responsibilities;
- B. Influence a public official, public member, or public employee to commit, aid in committing, collude in, or allow fraud on a governmental entity; or
- C. Induce a public official, public member, or public employee to perform or fail to perform an act in violation of the public official's, public member's, or public employee's official responsibilities. "Anything of value" includes, but is not limited to, lodging, transportation, entertainment, food, meals, beverages, money, gifts, honorariums, discounts and interest-free loans.

7. FINDINGS CONFIDENTIAL

All of the reports, information, data, records or documents of any kind, prepared or assembled by the Consultant under this Contract are matters of public record, but that the Consultant agrees that they shall only be made available to any individual or organization by the City and the Consultant shall not make them available to any individual or organization without the prior written approval of the City.

In the event that the City receives a Freedom of Information Act request to provide confidential or proprietary information of the Consultant, City will notify Consultant as soon as practicable of such request.

8. ACCESS TO RECORDS

The Consultant shall make available for examination all of its records with respect to all matters covered by this contract and shall maintain such records for a period not less than three (3) years after receipt of final payment under this Contract. All requests for access to Consultant's records shall be made in writing.

9. COPYRIGHT

No reports or other documents produced in whole or in part under this Contract shall be the subject of an application for copyright by or on behalf of the Consultant.

10. AMENDMENTS

The parties may amend this Contract at any time provided that such Amendments are executed in writing, signed by a duly authorized representative of both organizations, and approved, where applicable, by the City's governing body.

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

11. ASSIGNABILITY/SUB-CONSULTING

The Consultant shall not assign or subcontract any interest in this Agreement and shall not transfer any interest in the same without the prior written consent of the City. The Consultant shall be as fully responsible to the City for the acts and omission of its sub-Consultants, as it is for the acts and omissions of persons directly employed by the Consultant.

The Consultant shall furnish and cause each of its sub-Consultants to furnish all information and reports required hereunder.

12. INDEPENDENT CONSULTANT

Nothing contained in this Contract is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Consultant shall at all times remain an independent Consultant with respect to the services to be performed under this Contract. The City shall be exempt from payment of all unemployment compensation, FICA, retirement, life and/or medical insurance and workers' compensation insurance.

13. BREACH / WAIVER

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

14. TERMINATION OF CONTRACT FOR CAUSE

If, through any cause, the Consultant shall fail to fulfill in a timely and proper manner these obligations under this Contract, or if the Consultant shall violate any of the covenants, agreements, or stipulations of this Contract, the City shall thereupon have the right to terminate this Contract by giving written notice to the Consultant of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all finished or unfinished documents, data studies, surveys and reports prepared under this Contract shall become the possession of the City.

Notwithstanding the above, the Consultant shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the Contract by the Consultant and the City may withhold any payments to the Consultant until such time as the exact amount of damages due to the City from the Consultant is determined.

15. TERMINATION FOR CONVENIENCE OF THE CITY

The City may terminate this Contract at any time by giving written notice to the Consultant of such termination and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. In that event, all finished or unfinished documents and other material as described in Paragraph 5 above shall, at the option of the City, become its property.

16. INTEREST OF CONSULTANT

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

The Consultant is expected to make Consultant's services available to other entities but agrees to refrain from representing other entities in matters where the position of the City conflicts with that of the other entity. The City may at its discretion, waive this provision. The Consultant has provided a list of all of its clients with whom there may be potential conflicts with the City. This list shall be supplemented throughout the duration of this Contract.

17. EQUAL EMPLOYMENT OPPORTUNITY

In carrying out the program, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, or national origin. The Contractor shall take affirmative action to ensure equal employment opportunities for all applicants for employment, without regard to their race, creed, color, religion, ancestry, sex, sexual orientation, national origin, disability or other handicap, age, marital status, or status with regard to public assistance. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor shall post in conspicuous places, available to employees and

applicants for employment, notices to be provided by the government setting forth the provisions of this nondiscrimination clause. The Contractor shall state that it will receive consideration for employment without regard to race, color, creed, religion, ancestry, sex, national origin, disability or other handicap, age, marital status, or status with regard to public assistance. The Contractor will incorporate these equal employment opportunity requirements in all subcontracts for program work.

18. LICENSES, PERMITS AND TAXES

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

The Consultant shall procure and maintain a City of Columbia business license while performing services under the Agreement.

19. REMEDIES

The Consultant shall only be entitled to the actual direct costs of all labor and material expended on the services required under the Agreement prior to the effective date of the termination. In no event shall the Consultant be entitled to anticipatory profit or damages for any termination under the Agreement. In no event shall the Consultant be entitled to assert a claim in quantum meruit or any other measure of damages other than that stated herein.

20. SEVERABILITY

If any provision of this Contract is held invalid, the remainder of this Contract shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of Applicable law.

21. COMPLIANCE WITH LOCAL LAWS

The Consultant shall comply with all applicable laws, ordinances, and codes of the state and local government in performing the work provided under this Contract.

22. PERSONNEL

All of the services required hereunder shall be performed by the Consultant and all personnel engaged in the work will be fully qualified and shall be authorized or permitted under state and local law to perform the services identified in Appendix A, Scope of Services.

The Consultant represents that Consultant has, or will secure at Consultant's own expense, all personnel required in performing the services under the Contract.

23. WHOLE AGREEMENT

The Agreement represents the entire Agreement between the City and the Consultant and

supersedes all prior communications, negotiations, representations or agreements, either written or oral. Only written Amendment signed by both the City and the Consultant may amend the Agreement.

24. GOVERNING LAW

This Agreement shall be interpreted, construed, and enforced in accordance with the laws of South Carolina. Any dispute arising between any of the parties hereto regarding the subject matter of this Agreement shall be subject to the exclusive jurisdiction of the federal and state courts within the State of South Carolina.

IN WITNESS WHEREOF, the City and the Consultant have entered into this Agreement as of the date first above written.

GrowCo

CITY OF COLUMBIA

BY: _____

BY: _____

TITLE: _____

TITLE: Teresa B. Wilson, City Manager

DATE: _____

DATE: _____

APPROVED AS TO FORM

 Legal Department City of Columbia, SC
 7/29/2021

Exhibit A

<u>Deliverables</u>	<u>Cost Per Deliverable</u>	<u>Date of Deliverable Completion</u>
Expand mentoring programs for high growth potential (250K+ revenue per year) companies in Columbia, SC	\$5,000	
Ecosystem Development - Continue to identify, engage and recruit new companies into the GrowCo community and Columbia ecosystem. 12 new companies	\$5,000	
Promotion - Raising visibility and sharing success stories for Columbia's entrepreneurs	\$15,000	
Access to Capital - Expanding access to capital for promising founders and their companies through pipeline development, programming/ education and referrals to qualified and founder-friendly sources of capital.	12,500	
Total	\$37,500	



We Are Columbia

MEETING DATE: August 17, 2021

DEPARTMENT: Economic Development

FROM: *Ryan Coleman, Director of Economic Development*

SUBJECT: Council is asked to approve Fiscal Year 2021/2022 Contract Renewal for Professional Services for Improvement and Operational Services within the Downtown Business Improvement District, as requested by the Economic Development Department. Award to the City Center Partnership in the amount of \$70,000.00. This firm is located in Columbia, SC.

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: Special Contracts (5511301-638300). The original budget amount is \$70,000.00.

FOCUS AREAS: Connecting Our Community, Economic Prosperity - Endless Possibilities

ATTACHMENTS:

- **#a:** APPROVED - 21009825 - City Center Partnership Inc. 2021-22 contract (PDF)

STATE OF SOUTH CAROLINA)
)
 COUNTY OF RICHLAND) **CONTRACT FOR PROFESSIONAL SERVICES**

THIS CONTRACT is entered into between the City of Columbia (hereinafter called the "City") and City Center Partnership, Inc. (hereinafter called the "Consultant").

WITNESSETH:

WHEREAS, the City desires to retain the services of the Consultant to provide consulting services to the City, as specified in Exhibit A for fiscal year (FY) 2021-2022;

NOW, THEREFORE, in consideration of and for the mutual covenants and promises contained herein, the parties hereto agree as follows:

1. CONTRACT FOR SERVICES

The City hereby engages the Consultant and the Consultant hereby agrees to perform the services hereafter set forth in Exhibit A.

2. SCOPE OF SERVICES AND TIME OF PERFORMANCE

The Consultant shall in a satisfactory and proper manner as determined by the City perform tasks necessary to complete the projects as outlined in Exhibit A, attached hereto. The Consultant has specialized knowledge to complete the projects without any training from the City and shall perform the tasks in the order and in the manner that Consultant determines is most effective and efficient without any City control over the details of Consultant's performance. Nothing in this contract shall prohibit the City and Consultant from entering into separate agreements for specific projects.

3. TERM OF AGREEMENT

This Contract shall be effective upon signing and shall expire on June 30, 2022, unless terminated earlier as provided herein.

4. METHOD OF PAYMENT

In consideration of the services performed hereunder and upon receipt of an invoice, the City will make two (2) payments of Thirty-Five Thousand and No/100 Dollars (\$35,000.00) to Consultant. The first payment will be made on or after August 1st of the fiscal year, pending review and approval of the contract by the City. The second payment will be made on or after February 1st of the same fiscal year, pending a second review of the scope of work to ensure the terms of the contract are being met by Consultant in timely fashion.

5. DUTIES UPON TERMINATION

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

6. ETHICS

Consultant and any subconsultant(s) acknowledge that they are subject to the provisions of the 1991 Ethics Reform Act (S.C. Code Ann. §8-13-100, *et seq.*, as amended). Under this Act, a person may not, directly or indirectly, give, offer, or promise anything of value to a public official, public member, or public employee with the intent to:

- A. Influence the discharge of a public official's, public member's, or public employee's official responsibilities;
- B. Influence a public official, public member, or public employee to commit, aid in committing, collude in, or allow fraud on a governmental entity; or
- C. Induce a public official, public member, or public employee to perform or fail to perform an act in violation of the public official's, public member's, or public employee's official responsibilities. "Anything of value" includes, but is not limited to, lodging, transportation, entertainment, food, meals, beverages, money, gifts, honorariums, discounts and interest-free loans.

7. FINDINGS CONFIDENTIAL

All of the reports, information, data, records or documents of any kind, prepared or assembled by the Consultant under this Contract are matters of public record, but that the Consultant agrees that they shall only be made available to any individual or organization by the City and the Consultant shall not make them available to any individual or organization without the prior written approval of the City.

In the event that the City receives a Freedom of Information Act request to provide confidential or proprietary information of the Consultant, City will notify Consultant as soon as practicable of such request.

8. ACCESS TO RECORDS

The Consultant shall make available for examination all of its records with respect to all matters covered by this contract and shall maintain such records for a period not less than three (3) years after receipt of final payment under this Contract. All requests for access to Consultant's records shall be made in writing.

9. COPYRIGHT

No reports or other documents produced in whole or in part under this Contract shall be the subject of an application for copyright by or on behalf of the Consultant.

10. AMENDMENTS

The parties may amend this Contract at any time provided that such Amendments are executed in writing, signed by a duly authorized representative of both organizations, and approved, where applicable, by the City's governing body.

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

11. ASSIGNABILITY/SUB-CONSULTING

The Consultant shall not assign or subcontract any interest in this Agreement and shall not transfer any interest in the same without the prior written consent of the City. The Consultant shall be as fully responsible to the City for the acts and omission of its sub-Consultants, as it is for the acts and omissions of persons directly employed by the Consultant.

The Consultant shall furnish and cause each of its sub-Consultants to furnish all information and reports required hereunder.

12. INDEPENDENT CONSULTANT

Nothing contained in this Contract is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Consultant shall at all times remain an independent Consultant with respect to the services to be performed under this Contract. The City shall be exempt from payment of all unemployment compensation, FICA, retirement, life and/or medical insurance and workers' compensation insurance.

13. BREACH / WAIVER

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

14. TERMINATION OF CONTRACT FOR CAUSE

If, through any cause, the Consultant shall fail to fulfill in a timely and proper manner these obligations under this Contract, or if the Consultant shall violate any of the covenants, agreements, or stipulations of this Contract, the City shall thereupon have the right to terminate this Contract by giving written notice to the Consultant of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all finished or unfinished documents, data studies, surveys and reports prepared under this Contract shall become the possession of the City.

Notwithstanding the above, the Consultant shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the Contract by the Consultant and the City may withhold any payments to the Consultant until such time as the exact amount of damages due to the City from the Consultant is determined.

15. TERMINATION FOR CONVENIENCE OF THE CITY

The City may terminate this Contract at any time by giving written notice to the Consultant of such termination and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. In that event, all finished or unfinished documents and other material as described in Paragraph 5 above shall, at the option of the City, become its property.

16. INTEREST OF CONSULTANT

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

The Consultant is expected to make Consultant's services available to other entities but agrees to refrain from representing other entities in matters where the position of the City conflicts with that of the other entity. The City may at its discretion, waive this provision. The Consultant has provided a list of all of its clients with whom there may be potential conflicts with the City. This list shall be supplemented throughout the duration of this Contract.

17. EQUAL EMPLOYMENT OPPORTUNITY

In carrying out the program, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, or national origin. The Contractor shall take affirmative action to ensure equal employment opportunities for all applicants for employment, without regard to their race, creed, color, religion, ancestry, sex, sexual orientation, national origin, disability or other handicap, age, marital status, or status with regard to public assistance. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor shall post in conspicuous places, available to employees and

applicants for employment, notices to be provided by the government setting forth the provisions of this nondiscrimination clause. The Contractor shall state that it will receive consideration for employment without regard to race, color, creed, religion, ancestry, sex, national origin, disability or other handicap, age, marital status, or status with regard to public assistance. The Contractor will incorporate these equal employment opportunity requirements in all subcontracts for program work.

18. LICENSES, PERMITS AND TAXES

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

The Consultant shall procure and maintain a City of Columbia business license while performing services under the Agreement.

19. REMEDIES

The Consultant shall only be entitled to the actual direct costs of all labor and material expended on the services required under the Agreement prior to the effective date of the termination. In no event shall the Consultant be entitled to anticipatory profit or damages for any termination under the Agreement. In no event shall the Consultant be entitled to assert a claim in quantum meruit or any other measure of damages other than that stated herein.

20. SEVERABILITY

If any provision of this Contract is held invalid, the remainder of this Contract shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of Applicable law.

21. COMPLIANCE WITH LOCAL LAWS

The Consultant shall comply with all applicable laws, ordinances, and codes of the state and local government in performing the work provided under this Contract.

22. PERSONNEL

All of the services required hereunder shall be performed by the Consultant and all personnel engaged in the work will be fully qualified and shall be authorized or permitted under state and local law to perform the services identified in Appendix A, Scope of Services.

The Consultant represents that Consultant has, or will secure at Consultant's own expense, all personnel required in performing the services under the Contract.

23. WHOLE AGREEMENT

The Agreement represents the entire Agreement between the City and the Consultant and

supersedes all prior communications, negotiations, representations or agreements, either written or oral. Only written Amendment signed by both the City and the Consultant may amend the Agreement.

24. GOVERNING LAW

This Agreement shall be interpreted, construed, and enforced in accordance with the laws of South Carolina. Any dispute arising between any of the parties hereto regarding the subject matter of this Agreement shall be subject to the exclusive jurisdiction of the federal and state courts within the State of South Carolina.

IN WITNESS WHEREOF, the City and the Consultant have entered into this Agreement as of the date first above written.

City Center Partnership, Inc.

CITY OF COLUMBIA

BY: _____

BY: _____

TITLE: _____

TITLE: Teresa B. Wilson, City Manager

DATE: _____

DATE: _____

APPROVED AS TO FORM


Legal Department City of Columbia, SC
7/29/2021

EXHIBIT "B"

**Improvement Plan
City Center
Business Improvement District
Columbia, SC**

*Prepared pursuant to the State of South Carolina
Municipal Improvement Act
To reauthorize an improvement district in
Downtown Columbia*

FINAL 2021

REVISED MARCH 5, 2021

**Improvement Plan
City Center Improvement District
Columbia, South Carolina**

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Exhibit One

BID Map

Section 1

Why Reauthorize a Business Improvement District for Downtown Columbia?

Since the establishment of Columbia's downtown Business Improvement District (aka the Main Street District or MSD) 20 years ago, countless property owners, businesses, individuals, and city leaders have worked on the revitalization of downtown and particularly - South Carolina's Main Street. Main Street and the downtown core are the heart of our community and should reflect everything that is positive and good about Columbia. The image of Columbia, as in most other cities, is reflected by strong development in our city's core pushing strong development into the region. Our Main Street is important, it is the heart of our city – the State Capital of South Carolina. Why would we accept anything less than a great Main Street? To continue to attract new investment and to protect and maintain the existing investment Downtown, property owners are proposing to continue assessing themselves to maintain the City Center Business Improvement District, a private sector, self-help improvement district established under the South Carolina Municipal Improvements Act.

This would be the third renewal and the second 10-year reauthorization of the City Center BID which was first established in 2001 and is managed by the non-profit City Center Partnership. The success of the BID since the first 10 year renewal beginning on Jan. 1, 2012, warrants another 10-year term for the BID. Since that plan was approved, Columbia's City Center has seen significant growth and even with the hardships imposed by the coronavirus pandemic beginning in early 2020 and continuing growth has continued. Over the past 10 years, the City and the BID working together have made Main Street and downtown a destination.

The City Center Partnership is thankful for and values its supportive relationship with city government and with other organizations. We hope we can continue to work together to accomplish our goals and strengthen the City Center and beyond.

Summary of growth over 10 years

Promoting density downtown pays off. As of 2019, the taxable density of the Main Street District was \$2,091,097 per acre, exceeding by 3 times that value per acre of Five Points at \$598,276 and nearly 10 times that of The Vista at \$284,131.

Since the 2011 BID renewal, downtown has seen major commercial, retail and residential investment.

A few of those investments include: Mast General Store opened in the renovated Lourie's building in 2011; AgFirst purchased the Bank of America Plaza in 2012 and moved its operations and some 475 employees into the building; in 2013, the Columbia Marriott completed a \$12 million renovation project; in 2015 the Nickelodeon Theatre completed its second-floor renovation; and in 2019 the 1321 Lofts on Lady Street. The 130 apartments in a converted 1940s office building is the latest project by downtown residential pioneer Tom Pioreschi.

Since the opening of Mast in 2011, which Mast officials have noted would not have come to Main Street without the presence of the City Center Partnership, and the renovation of the Nickelodeon Theater, the 1600 block of Main Street has seen a complete makeover and transformation into a major entertainment destination, much of it spearheaded by Scott Middleton, who first moved his healthcare businesses from West Columbia to Main Street in 2014. Seeing the value in the Main Street District and the potential to create a new downtown entertainment district, the Middleton family has acquired multiple properties in the 1600 block and his businesses now include Good Life Café, The Grand on Main, and The Main Course. Middleton's latest Main Street venture Smoked -- an oyster bar, barbecue restaurant and microbrewery -- is set to open later in 2021 in three renovated spaces in the 1600 block. Many of his original healthcare businesses are moving to properties Middleton has acquired in the 1700 block. He also owns other properties in the MSD.

The 1600 block has also seen the opening of the Mad Monkey office (located in the historic Habernicht Building), Lula Drake Wine Parlour, Hendrix restaurant and The Woody on Main, a former Vista bar. Hendrix and The Woody occupy a historic building that once housed the popular Hennessy's restaurant.

Entertainment destinations have also been established in the 1700 block with The Joint@1700 Main, a jazz and tapas bar in the turn of the century Walker building; The Transmission Arcade at 1712 Main St.; and Mom's on Main Bistro and Bar at 1734 Main St.

Other redevelopment has included the purchase and renovation of the historic Equitable Arcade at Main and Washington streets by developer Ron Swinson. The building is now home to several new businesses, including Indah Coffee, Ophidian Tattoo, Odd Bird Books, Stoner's Pizza Joint, and Ally & Eloise bakeshop.

A strong sign of Main Street's vitality has been that as retail and commercial space in the Main Street District has become vacant, those vacancies have not lasted long. The popular Zoe's Kitchen in The Meridian building closed in August of 2018 after six years and was replaced in late 2019 by Market on Main which has created one of Main Street's most popular outdoor venues, especially in the age of COVID-19. When the Blue Flour Bakery's Main Street location closed in September 2020, a victim of the pandemic, the space was almost immediately acquired by Bourbon restaurant next door for an expansion. Similarly, when The Oak Table closed in the building at 1221 Main St. in 2018, the space was taken over by the critically acclaimed Hall's Chophouse.

Other businesses have simply changed hands, like Uptown Gifts on Main, attesting to the continuing interest in the Main Street District.

City Center Partnership initiated an action to have portions of the MSD buildings placed on the list of The National Register of Historic Places. In a collaboration

with Historic Columbia and a grant from the Richland County Conservation Commission, the initiative has resulted in spurring growth through the reuse of existing, historic buildings.

Despite the negative impact of the coronavirus pandemic, the downtown Columbia market has seen decreasing numbers of empty offices and storefronts. While the pandemic caused soaring vacancies in many cities, Colliers International reports that in the 4th quarter of 2020, Columbia's Central Business District actually saw a decrease in the vacancy rate for office space from 9.43% in the third quarter to 9.26% in the fourth quarter. Much of that decline was attributed to absorption of Class B space, which means the renovation of older space.

As Main Street proper has seen significant revitalization, that renaissance has begun to accelerate outward, especially in the last few years with the opening of Hotel Trundle in 2018, a \$10-million adaptive reuse project at 1224 Taylor St. in three historic commercial buildings dating to the early 1900s; The Boudreaux Group, architects renovation and occupancy of the Powell Furniture building at 1519 Sumter St.; and Lexington Hospitality group's renovation of a 10-story office building at 1233 Washington St. into a Holiday Inn.

More development, especially in the hospitality sector, is on tap with plans for the Armory Hotel, a 34-room boutique-style project announced for the historic S.C. National Guard Armory at 1219 Assembly St.

The 2019 Hospitality Tax generated for the Main Street District was \$3,417 per acre, considerably more than the \$2,010 per acre of the much larger Vista District and eclipsed only by Five Points. That figure is certain to increase with the opening of new hospitality businesses. In previous years, the Hospitality Tax has been a significant source of funding for the City Center Partnership and the Main Street District. As the district's hospitality industry continues to grow that funding will be even more important as the City Center Partnership works to bring even more visitors to the city. As early as 2003 the City Center Partnership received \$56,500 in Hospitality Tax funds. The amount of Hospitality Tax funds received increased for many years as Hospitality Tax revenues increased. But in recent years the city has decided to reallocate much of those funds for other purposes, and the CCP has stopped receiving Hospitality Tax funds. The City Center Partnership hopes to receive Hospitality Tax funding again in the future as it provides extra support for our Clean and Safe and Marketing efforts.

Not only has downtown seen significant commercial and retail growth, but the Main Street District's residential growth has been and continues to be especially strong. In 2011, approximately 550 people lived in the district in six residential properties. By 2019 that number had tripled to nearly 1,700 people and 10 residential properties.

And residential growth continues unabated even in the face of the coronavirus pandemic. At present 5 new residential projects are either under way or planned for the Main Street District, including:

- 1) 1813 Main Street – Adaptive reuse and conversion of an office building by Cason Development Group to 30 market-rate apartments. This is the first residential project in the 1800 block.
- 2) Laurel & Assembly Streets -- Adaptive reuse of the Veterans Administration building by international developer and investor Justin Etzin to create an 88-unit luxury apartment complex. Situated overlooking Finlay Park, these units will have a spectacular view of the city.
- 3) Assembly & Washington Streets -- The Edge, a 17-story, 670-bed student housing tower by Chicago-based CRG Real Estate.
- 4) Lady & Assembly Streets -- the Palms on Lady, an 88-unit luxury residential tower by developer Ben Arnold. The Veterans Administration building reuse, The Palms and The Edge are the first residences along Assembly Street north of Gervais.
- 5) 1310 Lady Street – The Lady is a 109-unit apartment complex by Columbia-based Styx Co. This adaptive reuse project spans three historic buildings at Sumter and Lady streets.

Much of this development would not have happened without the efforts of the City Center Partnership working with pioneering downtown residential developers and other partners, in addition to creating a safer and more livable downtown through programs such as Clean and Safe. The amount of residential development and the large number of students who now live in the Main Street District --- some 800 alone in the Hub -- as well as other new residents have brought a diversity and a 24/7 vibrancy to downtown that it did not have before. The diversity and vibrancy of downtown will continue to be enhanced moving forward as new residential properties are added to the Main Street District.

The past 10 years have also seen an emphasis in the Main Street District on the development of public spaces, such as the renovation of Boyd Plaza at the Columbia Museum of Art, and an explosion of popular cultural and entertainment options, such as the Soda City Market, First Thursday and the many street festivals and spectacular events like the Famously Hot New Year. These kinds of amenities, many developed and hosted with the assistance of the City Center Partnership improve livability and have proven an extremely popular draw for downtown. The City Center Partnership has made downtown fun again.

While the coronavirus pandemic has posed problems for downtowns across the country, the end of the pandemic will pose tremendous opportunity to downtowns, like Columbia, that are well positioned to take advantage.

Business Improvement District Property owners have several reasons for seeking a third renewal and second 10-year term for the district.

1. To Provide Consistent Funding to Continue to Improve Both the Health and Safety of Downtown.

Downtown Columbia is now discernably safer, more secure and cleaner than it was a decade ago. Much of the change in downtown Columbia is due directly to the efforts of the City Center Partnership. Acting on the No. 1 issue to downtown property owners – homelessness – the City Center Partnership through its Clean and Safe Ambassadors, familiarly known as the Yellow Shirts, has significantly decreased the negative impact of homelessness on downtown. In 2020, the Yellow Shirts reported handling 428 contacts related to homelessness and panhandling, dramatically fewer than the 2,298 just five years earlier in 2015. The number of outreach contacts with the homeless in downtown also dropped dramatically over the same five years from 1,539 in 2015 to just 69 in 2020.

The pandemic has also brought an emphasis on creating a healthier downtown, and as a result the Yellow Shirts now and for the foreseeable future sanitize every trash can, door handle, café table seat and magazine rack multiple times a day, 7 days a week.

Downtown Columbia must continue to compete for investors, customers and visitors with clean, safe, healthy and attractive areas. Continued enhanced security, maintenance and cleaning programs will further address both the reality and perception of Downtown as a safe and healthy place and to live, work, play, and worship, and to own a business.

2. An Opportunity to Strengthen Private Sector Management and Accountability in Downtown

The district will continue to be managed by the non-profit, private sector corporation known as the City Center Partnership. District work plans and budgets, based on this 10-year plan, will be refined annually by a board of directors, representative of the property owners who are paying the assessment with direct accountability to those who are paying into the district. Services provided by the district will be subject to private sector performance standards and controls including annual audits where no findings have occurred in almost 20 years of operations.

3. The Need to be Proactive in Determining the Future of Downtown

In order to protect their investment, property owners must be a partner in the process that determines how new development projects are implemented. Property owners in Columbia and in other cities —such as Atlanta, Nashville, Raleigh, Roanoke, Birmingham and Charlotte -- have been successful at leading and shaping future downtown developments through strong Business Improvement Districts. A BID in Columbia provides the financial resources, professional staff and private sector management to ensure that the challenges faced by Downtown will be proactively addressed.

4. The Need to Continue to Attract New Business and Investment

Downtown Columbia competes with suburban shopping centers and office parks in the region, as well as against managed downtown areas in other states for tenants, visitors and investors. The City Center Partnership has proven itself a valuable asset in helping to attract new business and investment to the Central Business District. There is currently more than \$200 million of construction taking place in the Main Street District.

While the growth and investment in downtown over the last 10 years has been nothing short of spectacular, the next 10 years will present unique challenges as Columbia emerges from the shadow of the worldwide coronavirus pandemic.

Columbia's Main Street District has not only weathered the pandemic but also has seen continued growth. Downtown is well positioned to capitalize on new opportunities. Prior to the pandemic, smaller cities, like Columbia, were already becoming attractive to the country's youngest adults reacting to skyrocketing rents in large urban areas, and now changes in the labor market. The "I can work from anywhere" phenomenon has accelerated that shift.

If Downtown is to continue to remain competitive and viable as an alternative location, it must pursue its own well-financed, proactive strategy to retain business and tenants as well as to attract new business and investment. A Business Improvement District provides the financial resources to develop and implement a Downtown focused economic development strategy to reduce building vacancies and attract new business. This return on investment is quite significant.

The City Center Partnership remains well positioned to continue as a convener for agencies involved in economic development in the central business district, as well as to serve as a resource for the creation of a focused economic development strategy. CCP can help facilitate city-funded programs to improve the appearance of downtown and attract and retain businesses, such as a Façade Improvement Program. CCP also will continue to implement its highly successful retail recruitment program, which has brought numerous new retailers to the Main Street District since 2011, such as Mast General Store, Miss Cocky, The Shoppes on Main, Something Special Florist & Gifts, and Odd Bird Books, as well as restaurants and new hotels.

Commercial, retail and residential development can be expected to boom on Assembly Street between Gervais and Elmwood and in the northern section of the BID over the next 10 years as the City solidifies and moves on redevelopment plans for the U.S. Post Office property at 1601 Assembly St. and the revitalization of the adjacent Finlay Park. The City Center Partnership is well positioned to enhance these efforts.

As growth continues to push beyond the BID's boundaries, the City Center Partnership will continue to seek opportunities to collaborate and to provide contract services to and work with other districts and organizations as we look toward the future. We also are open to expanding boundaries of the BID and the

responsibilities of the CCP if all parties desire that and it will move the community forward.

Section 2

What Is a Business Improvement District?

The International Downtown Association estimates about 4,000+ place management organizations globally with 2,500 in North America, also known as Business Improvement Districts (BIDs), Business Improvement Areas (BIAs), Partnerships and Alliances. Led by the private sector, they are typically nonprofits primarily supported by special assessments. BIDs exist in nearly every state. According to the IDA, each organization on average “provides \$1.2 million in services to their districts to help businesses thrive and to make the district a great place for workers, residents and visitors.” These enhanced improvements and activities such as security, maintenance and marketing, are in addition to those provided by local government.

A Property-Based Business Improvement District (BID) is based upon the “benefit assessment district” concept, which provides for an assessment on real property and improvements upon real property to be raised within a specific geographic district with the proceeds directed back to the district to provide enhanced services that benefit the district and properties located within the district boundaries.

BIDs allow for a wide range of service options, including security, maintenance, marketing, economic and housing development, special events, etc.

BIDs offer a number of unique advantages. They are:

- Designed and created by those who will pay the assessment
- Governed by those who pay through a property and business board that supervises operations and submits a yearly implementation plan.
- Implemented by those who pay ...through a non-profit, private sector, management organization.
- Established through the support of the property owners who will pay the proposed property assessments.
- Established for a predetermined number of years with a sunset clause that requires a new approval by those who pay to renew the BID

Section 3 City Center Improvement Plan Summary

Improvement Plan Summary

Developed by property owners in Downtown Columbia, the City Center Improvement District Plan improves and conveys special benefits to properties located within the boundaries of the BID. The City Center Improvement District provides new and enhanced improvements and activities including maintenance, public space cleaning and sanitizing, security, homeless outreach, transportation, marketing, retail recruitment, promotion and economic and residential development services above and beyond those provided by the City.

Location

Approximately 36 blocks, an area defined in Section 4 of this plan. (See map on Exhibit 1).

Value of District

The total estimated fair market value of the private properties within the proposed district as appraised by the Richland County Assessor as of September 2011 was \$403,212,282. As of September 2020, it was \$572,379,700, a 42% increase.

Improvements, Activities, Services

Public Space Management

Enhanced Security Programs:

- Downtown Ambassadors
- Security Patrols
- Courtesy Shuttle Service. Suspended due to the pandemic – expected to resume when safe.
- Visitor, Pedestrian, and Motorist Assistance
- Enhancements to street lighting and parking

Enhanced Maintenance programs:

- Enhanced cleaning and sanitizing of public spaces
- Graffiti Removal; Poster and Handbill Removal
- Sidewalk/Gutter Cleaning
- Sidewalk Pressure Washing
- Trash Removal
- Dog Waste Receptacles
- Collection of Cigarette Debris from special receptacles

Enhanced Landscape Programs

- Tree Grate Maintenance
- Landscape Maintenance in Special Areas
- Plant and Maintain Flower Baskets, Flower Planters
- Sidewalk Weeding

Special Projects

- Activation of current and creation of new public spaces.
- Additional Trash Cans and branding wraps
- Public Art Installation

Economic Development

Communication/Marketing

- Funding and Distribution of Visitor Guides and MSD Maps
- Clean and Safe Promotions
- Public Relations, Marketing and Branding Services
- City Center Marketing Campaigns
- Street Banners and Holiday Decorations
- Improved Signage
- Support and Promote Events in the MSD

Business Development

- Business & Retail Recruitment & Retention
- Developer & Investor Recruitment
- Market Research & Data Collection
- Residential Recruitment & Demographics
- Encourage implementation of Commercial New Façade Improvement Program

Quality of Life Development

- Develop and support efforts for cultural, artistic, and healthy activities and events
- Enhance the district's capability and image to be a desirable place to work, live, and visit.

Planning

- Grant Writing
- Public/Private Planning Activities
- Work with city and other partners to improve connections to other districts

Method of Financing:

A levy of assessments upon real property and buildings which benefit from the improvements and activities.

Budget:

Anticipated district budget contribution from private property assessment for the year 2021 of operation is \$1,038,000.

In addition to private property assessment, it is anticipated that public property owners (City, County, State and Federal) will contribute at least \$210,117 to the year 2021 operations budget.

It is also anticipated that non-profit property owners (Churches, Hospitals) will contribute at least \$75,000 to the year 2021 operations budget.

Anticipated miscellaneous revenue and grants will contribute \$1,000 to the year 2021 operations budget.

Total Operations Budget year 2021: \$1,324,117

Cost:

Annual assessments are based upon an allocation of specific program costs. Two property assessment variables, appraised value and street frontage on Main Street, are used in the calculation.

The annual yearly assessments are not expected to exceed the rates listed below during the full term of the BID unless specifically authorized by City Council.

Assessment Rate	
Per Dollar of Fair Market Value	\$.001844
Per Foot of Property Frontage on Main Street	\$4.01
Properties fronting Main Street are subject to both assessments.	

City Services:

The City has agreed that existing City services will continue to be provided within the BID District at the same level as before the BID was created consistent with City services provided in other areas. BID services are in addition to existing City services.

District Formation:

A District may be formed by either of two processes.

1. Submission of signed petitions from property owners who represent a majority per capita of all owners of real property within the district, which is not exempt from ad valorem taxation.
2. The City may create an improvement district through an ordinance adopted by a majority of council after a public hearing at which the plan is presented, including the proposed basis and amount of assessment.

This plan anticipates that the City will form the district using Process No. 2, the same process used when the district was reauthorized in 2011.

Duration:

The Business Improvement District will have a 10-year life (January 1, 2022 through December 31, 2031). After nine years, a new implementation plan must be developed, and the approval process must be repeated in order to continue beyond the tenth year.

Governance:

The City of Columbia as the governing body must approve the 10-year implementation plan. City Center Improvement District budgets may be refined annually within the limitations set forth in the district implementation plan, by the board of the private sector management/implementation organization. Any changes to the implementation plan during the term of the district that are not within the limitations set forth for changes in the plan, must be approved by the City Council acting as the governing body.

Through a contract with the governing body (i.e. City of Columbia), a property owner-led, private sector, non-profit district management/implementation organization will implement the improvements and activities defined in the Plan and will manage the day-to-day operations of the District.

On a yearly basis a report summarizing the accomplishments of the District as well as a report of the financial activities of the District will be submitted to the governing body and to each assessment-paying property owner.

Section 4

CITY CENTER IMPROVEMENT DISTRICT BOUNDARIES

An approximate 36-block area has been identified for the City Center Improvement District. The map on Exhibit 1 of this report identifies district boundaries. These boundaries have remained consistent since the original formation of the BID in 2001.

District Boundaries

The District includes all properties within an area defined by the following boundaries:

The Western boundary is:

The western property line of property on the West side of Assembly Street from Elmwood Avenue to Gervais Street

The Northern boundary is:

The northern property line of property on the South side of Elmwood Avenue from Assembly Street to Marion Street

The Eastern boundary is:

The eastern property line of property on the East side of Marion Street from Elmwood Avenue to Gervais Street.

The Southern boundary is:

The southern property line of property on the North side Gervais Street from Assembly Street to Marion Street.

For a graphic representation of the boundaries of the City Center Improvement District see the map labeled "Exhibit 1."

Section 5

PROGRAMS AND SERVICES TO BE PROVIDED

Process to Establish the Improvement District Plan

Through a series of focus group meetings and BID-Advisory Committee meetings of the City Center Partnership Long Range Planning Committee – all held virtually because of the ongoing pandemic -- and ongoing discussion with the Board of Directors, Downtown Columbia stakeholders collectively determined the priority for improvements and activities to be delivered by the City Center Improvement District. The primary needs as determined by the stakeholders were safety/security/cleanliness, maintenance, marketing/communications, homeless outreach, connectivity, economic development and retail recruitment.

All properties receive a core level of all the district's services. In addition, Main Street receives a higher level of maintenance. The additional frontage assessment on Main Street reflects the increased level of services provided.

What We Will Do!

PUBLIC SPACE DEVELOPMENT & MANAGEMENT

The coronavirus pandemic has brought with it a greater demand for outdoor spaces and seating that has already reshaped public space, especially with many restaurants moving indoor dining outside. Moving forward, a greater emphasis will be needed on management of these spaces, especially those that use existing outdoor areas such as public sidewalks. Enhancing the safety and cleanliness of these areas will be a key goal of the City Center Partnership.

Public Safety Program

City Center Public Safety Program

The 36-block City Center security program mission is to support the police department, property owners and tenants in overall crime prevention efforts and reduction in street disorder, while offering a customer service orientation to pedestrians and motorists. It provides highly visible security and is intended to supplement -- not supplant -- individual building security and the Columbia Police Department.

Integration with the Columbia Police Department

The downtown public security program will work closely with The Columbia Police Department and integrate the Downtown Columbia program with that of the Department as an effective "force multiplier."

Bicycle/Segway Defender/Foot Patrol

These patrols deter aggressive panhandling and other unsuitable street behavior. Their presence is a deterrent to theft and burglary from motor vehicles and has made an impact to reduce this cyclical

problem. They also deter and report illegal street vending, illegal dumping and code violations. They handle a myriad of quality of life problems, including drinking in public, urinating in public, indecent exposure, trespassing, aggressive panhandling, prostitution, and scavenging.

They perform goodwill gestures such as escorting employees and visitors to their vehicles or places of work, helping lost persons, changing flat tires, jumping dead batteries, and conducting tours. These patrols also assist with traffic control in the event of accidents, fires, or unusual occurrences.

They patrol assigned routes, covering all of the district. They are professional, assertive, friendly, courteous, people-oriented individuals in excellent physical condition. The bike patrol officers complete customized classroom district training and additional hours of field training.

Evening Safety patrol

The evening patrol has increased the sense of safety for downtown residents and the patrons of the restaurants, churches, hospital, hotels, and other businesses that cater to a nighttime clientele.

Maintenance Program

City Center Clean Team: In order to deal effectively and consistently with maintenance issues a City Center Maintenance Plan has been established. A multi-dimensional approach has been developed consisting of the following elements:

Sidewalk Maintenance: Uniformed, radio-equipped personnel sweep litter, debris and refuse from sidewalks and gutters of the district. Personnel also collect trash and debris as necessary, including maintaining pet “comfort stations.”

Graffiti Removal: Removal of graffiti by using solvent and pressure washing. The District maintains a zero tolerance graffiti policy. All tags are removed within 24 hours once the team is notified of the presence of graffiti.

Sidewalk Pressure Washing: The district standard is to have all sidewalks cleaned as necessary to maintain a “just cleaned” appearance at all times.

Paper Sign and Handbill Removal: Paper signs and handbills taped or glued on public property, utility boxes, poles and telephones are removed by hand or when necessary by high-pressure hose.

Special Collections: A truck is available to collect items illegally dumped in the district.

Maintenance Problems Requiring Third Party Intervention: Problems that create blighted or unsafe conditions in the district, but are outside of the jurisdiction of the district to repair are monitored, and the responsible party is contacted and asked to deal with the issue. These types of problems include blocked or damaged sewers or drains, damaged sidewalks/streets/alleys, non-operating streetlights, damaged or missing street signs, etc.

Landscape Maintenance Program

Litter/Weed Removal: Public landscape areas, tree wells and planters are maintained and kept free of litter and weeds.

Seasonal Planting: A program of seasonal plantings with colorful flowers has been developed and more than 201 planters and baskets are maintained.

Special Projects Program

Public Art: A program has been developed to facilitate the installation of public art within the district. This includes permanent installations as well as seasonal projects, such as the popular seasonal yarn-bombing displays.

Street Furniture: Additional street furniture (chairs and tables), trashcans, and cigarette receptacles have been added and are serviced, as necessary.

ECONOMIC DEVELOPMENT

Columbia's Main Street District needs to position itself for opportunities that may arise post pandemic.

Communications/Marketing

Programs will continue to be developed that will tell the story of change and improvement in downtown Columbia. As the city recovers from the pandemic, communications and marketing will play a critical role in attracting people to return to a safe, clean and healthy downtown. The program includes:

- Street Banner Program
- LED Holiday Lights installed at major intersections along Main Street and Seasonal Decorations purchased
- The Visitor Guide distribution and MSD Maps
- Maintaining and updating the MSD Website

- Business directory on website
- Use of Social Media to promote the BID area including Instagram, Facebook, and Twitter
- Monthly Electronic Newsletters to more than 2,000 people and Printed Annual Report for stakeholders
- MSD Interest Tours
- Continue to Improve Wayfinding Signage Program

Business Development

New tools will be developed, and older tools revitalized coming out of the pandemic to support the efforts of individual property owners and brokers to attract and retain tenants. Some of these tools are:

- Defined Business and Retail Recruitment and Retention Strategy
- Investor, Tenant and Broker Recruitment Support Information
- Residential Recruitment and Demographics Development
- Work as a liaison with other city offices
-

Planning

- Public/Private Planning Activities
- Parking Study
- Resource Sourcing
- Grant Writing

ADMINISTRATION

Management Personnel

A professional staff that requires centralized administrative support manages the City Center improvements and activities. Additionally, this staff serves as a liaison between property owners, businesses and public agencies. District services are delivered a minimum of 16 hours a day, seven days a week and require management staff 16 hours a day, seven days a week.

Section 6 Operating Budget

FY 2021 Operating Budget Summary

The summary of the FY 2021 operating budget for the City Center Improvement District is provided. The total improvement and activity plan budget for 2021 is projected at \$1,324,117 made up of the following components:

PUBLIC SPACE MANAGEMENT	Budget Total	\$ 1,324,117
--------------------------------	---------------------	---------------------

Public Clean and Safety Program

The budget for the public safety program is **\$538,062 or 40%** of the **total District budget**.

- **Enhanced Security Programs**

The public safety programs are designed to improve both the reality and the perception of safety in the City Center. Individual public safety programs are detailed in Section 5.

- **Enhanced Maintenance**

In order to establish and maintain cleanliness throughout the District the Maintenance program will remove graffiti, remove trash and debris, provide sidewalk maintenance, sidewalk pressure washing and other services as detailed in Section 5.

- **Enhanced Landscape Services**

To provide a more positive perception of the City Center an enhanced landscape program will be provided as detailed in Section 5.

- **Special Projects**

Special projects are projects that are important to increasing the quality of life in the public environment, but do not fit within one of the other categories. Special project details are found in Section 5.

ECONOMIC DEVELOPMENT

In order to tell the story of downtown Columbia, and continue to build upon the positive changes in both perception and reality, we have developed a communications, marketing and economic development program as detailed in Section 5.

The budget for economic development programs is **\$516,405 or 39%** of the **total District budget**.

ADMINISTRATION

In order to manage the day-to-day activities of the BID a professional administrative staff and office is necessary to ensure the delivery of quality services. The budget for administration is **\$278,065 or 21%** of the **total District budget**.

Section 7 ASSESSMENT METHODOLOGY

Assessment Methodology

Downtown Columbia property owners and business owners have emphasized that the assessment formula for the District must be fair, balanced and have a direct relationship between benefits received and costs.

Calculation of Assessments

The preceding methodology is applied to a database that has been constructed by the Downtown Columbia property owners and its consultant team. The process for compiling the property database includes the following steps:

1. Property data was first obtained from the County Assessor's Office
2. County Assessor property data was cross-checked with reliable private sector data sources
3. A site survey was undertaken to verify selective data.

Based upon the methodology as set forth above, property data compiled by the Downtown Columbia property owners and the District budget will yield the following assessments for each benefit zone.

The annual yearly assessments will not exceed the rates listed below during the first year of the BID.

Assessment Rate

Per Dollar of Fair Market Value	\$.001844
---------------------------------	-----------

Assessment Rate

Per Foot Frontage on Main Street	\$4.01
----------------------------------	--------

In future years, assessments may change, up or down, if appraised value information changes. We do not anticipate any increases in the assessment rates unless unforeseen circumstances occur.

Budget Adjustments

If there is a budget surplus, it will be rolled into the following year's District budget. Yearly expenditures and budgets shall be set so that at the end of each year there will not be a planned deficit at the end of any year.

Time and Manner for Collecting Assessments

As provided by state law, the City Center BID assessment will appear as a separate line item on annual property tax bills.

Government Assessments

The City Center Improvement District plan assumes that the City, County and Federal Government will pay fair-share assessments for property owned within the boundaries of the District.

It is the intent of the improvement district law to provide services only to those properties that pay assessments. District services will not be provided to government properties that do not pay District assessments. All reasonable efforts will be made to include government properties on a voluntary basis in the District assessment.

Residential Assessments

Owner occupied residential property which is taxed under Section 12-43-220 (c) will not be assessed unless the owner gives the governing body written permission to include the property within the improvement district. Multi-unit residential property and non-owner occupied horizontal property regime units which are not taxed or will not be taxed pursuant to Section 12-43-220 (c) will be assessed.

Non-profit Assessments

Property held in a non-profit status that does not currently pay ad valorem taxes will not be required to pay District assessments by the City Center Partnership Board of Directors. All reasonable efforts will be made to include non-profit properties on a voluntary basis in the District assessment. The District budget assumes participation from some non-profit property owners.

Section 8

GOVERNING THE BUSINESS IMPROVEMENT DISTRICT

Private Sector, Management/Implementation Organization

Through a contract with the governing body (i.e. City of Columbia), a property owner-led, private sector, non-profit district management/implementation organization will implement the improvements and activities defined in the Plan and will manage the day-to-day operations of the District. This group's professional management staff will handle communications and administration for the District.

The City of Columbia as the governing body, must approve the 10-year implementation plan. City Center Improvement District budgets and policies may be refined annually within the limitations set forth in the district implementation plan, by the board of the private sector management/implementation organization. During the term of the District, any changes to the implementation plan that are not within the limitations set forth for changes in the plan must be approved by the City Council.

On a yearly basis the management/implementation organization will issue a report summarizing the accomplishments of the district as well as a report of the financial activities of the district. The report will be submitted to the City Council as the governing body and to each assessment-paying property owner.

Section 9

CONTINUATION OF CITY SERVICES

Throughout the process to establish the City Center Improvement District, business and property owners have voiced concerns that the City of Columbia maintain existing services at verifiable “baseline” service levels. A formal baseline level of service policy ensures that existing City services are enhanced and not replaced by new BID improvements and activities.



We Are Columbia

MEETING DATE: August 17, 2021

DEPARTMENT: Economic Development

FROM: *Ryan Coleman, Director of Economic Development*

SUBJECT: Council is asked to approve Fiscal Year 2021/2022 Contract Renewal for Assistance with Recruitment, Project Management, Promotions, Marketing, and Research, as requested by the Economic Development Department. Award to Central SC Alliance in the amount of \$72,000.00. This firm is located in Columbia, SC.

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: Special Contracts (5511301-638300). The original budget amount is \$72,000.00.

FOCUS AREAS: Attracting & Retaining Talent, Economic Prosperity - Endless Possibilities

ATTACHMENTS:

- **#a:** APPROVED - 21009820 - Central SC Alliance 2021-22 contract (PDF)

STATE OF SOUTH CAROLINA)
)
 COUNTY OF RICHLAND) **CONTRACT FOR PROFESSIONAL SERVICES**

THIS CONTRACT is entered into between the City of Columbia (hereinafter called the "City") and Central SC Alliance (hereinafter called the "Consultant").

WITNESSETH:

WHEREAS, the City desires to retain the services of the Consultant to provide consulting services to the City, as specified in Exhibit A for fiscal year (FY) 2021-2022;

NOW, THEREFORE, in consideration of and for the mutual covenants and promises contained herein, the parties hereto agree as follows:

1. CONTRACT FOR SERVICES

The City hereby engages the Consultant and the Consultant hereby agrees to perform the services hereafter set forth in Exhibit A.

2. SCOPE OF SERVICES AND TIME OF PERFORMANCE

The Consultant shall in a satisfactory and proper manner as determined by the City perform tasks necessary to complete the projects as outlined in Exhibit A, attached hereto. The Consultant has specialized knowledge to complete the projects without any training from the City and shall perform the tasks in the order and in the manner that Consultant determines is most effective and efficient without any City control over the details of Consultant's performance. Nothing in this contract shall prohibit the City and Consultant from entering into separate agreements for specific projects.

3. TERM OF AGREEMENT

This Contract shall be effective upon signing and shall expire on June 30, 2022, unless terminated earlier as provided herein.

4. METHOD OF PAYMENT

In consideration of the services performed hereunder and upon receipt of an invoice, the City will make two (2) payments of Thirty-Six Thousand and No/100 Dollars (\$36,000.00) to Consultant. The first payment will be made on or after August 1st of the fiscal year, pending review and approval of the contract by the City. The second payment will be made on or after February 1st of the same fiscal year, pending a second review of the scope of work to ensure the terms of the contract are being met by Consultant in timely fashion.

5. DUTIES UPON TERMINATION

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

6. ETHICS

Consultant and any subconsultant(s) acknowledge that they are subject to the provisions of the 1991 Ethics Reform Act (S.C. Code Ann. §8-13-100, *et seq.*, as amended). Under this Act, a person may not, directly or indirectly, give, offer, or promise anything of value to a public official, public member, or public employee with the intent to:

- A. Influence the discharge of a public official's, public member's, or public employee's official responsibilities;
- B. Influence a public official, public member, or public employee to commit, aid in committing, collude in, or allow fraud on a governmental entity; or
- C. Induce a public official, public member, or public employee to perform or fail to perform an act in violation of the public official's, public member's, or public employee's official responsibilities. "Anything of value" includes, but is not limited to, lodging, transportation, entertainment, food, meals, beverages, money, gifts, honorariums, discounts and interest-free loans.

7. FINDINGS CONFIDENTIAL

All of the reports, information, data, records or documents of any kind, prepared or assembled by the Consultant under this Contract are matters of public record, but that the Consultant agrees that they shall only be made available to any individual or organization by the City and the Consultant shall not make them available to any individual or organization without the prior written approval of the City.

In the event that the City receives a Freedom of Information Act request to provide confidential or proprietary information of the Consultant, City will notify Consultant as soon as practicable of such request.

8. ACCESS TO RECORDS

The Consultant shall make available for examination all of its records with respect to all matters covered by this contract and shall maintain such records for a period not less than three (3) years after receipt of final payment under this Contract. All requests for access to Consultant's records shall be made in writing.

9. COPYRIGHT

No reports or other documents produced in whole or in part under this Contract shall be the subject of an application for copyright by or on behalf of the Consultant.

10. AMENDMENTS

The parties may amend this Contract at any time provided that such Amendments are executed in writing, signed by a duly authorized representative of both organizations, and approved, where applicable, by the City's governing body.

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

11. ASSIGNABILITY/SUB-CONSULTING

The Consultant shall not assign or subcontract any interest in this Agreement and shall not transfer any interest in the same without the prior written consent of the City. The Consultant shall be as fully responsible to the City for the acts and omission of its sub-Consultants, as it is for the acts and omissions of persons directly employed by the Consultant.

The Consultant shall furnish and cause each of its sub-Consultants to furnish all information and reports required hereunder.

12. INDEPENDENT CONSULTANT

Nothing contained in this Contract is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Consultant shall at all times remain an independent Consultant with respect to the services to be performed under this Contract. The City shall be exempt from payment of all unemployment compensation, FICA, retirement, life and/or medical insurance and workers' compensation insurance.

13. BREACH / WAIVER

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

14. TERMINATION OF CONTRACT FOR CAUSE

If, through any cause, the Consultant shall fail to fulfill in a timely and proper manner these obligations under this Contract, or if the Consultant shall violate any of the covenants, agreements, or stipulations of this Contract, the City shall thereupon have the right to terminate this Contract by giving written notice to the Consultant of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all finished or unfinished documents, data studies, surveys and reports prepared under this Contract shall become the possession of the City.

Notwithstanding the above, the Consultant shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the Contract by the Consultant and the City may withhold any payments to the Consultant until such time as the exact amount of damages due to the City from the Consultant is determined.

15. TERMINATION FOR CONVENIENCE OF THE CITY

The City may terminate this Contract at any time by giving written notice to the Consultant of such termination and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. In that event, all finished or unfinished documents and other material as described in Paragraph 5 above shall, at the option of the City, become its property.

16. INTEREST OF CONSULTANT

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

The Consultant is expected to make Consultant's services available to other entities but agrees to refrain from representing other entities in matters where the position of the City conflicts with that of the other entity. The City may at its discretion, waive this provision. The Consultant has provided a list of all of its clients with whom there may be potential conflicts with the City. This list shall be supplemented throughout the duration of this Contract.

17. EQUAL EMPLOYMENT OPPORTUNITY

In carrying out the program, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, or national origin. The Contractor shall take affirmative action to ensure equal employment opportunities for all applicants for employment, without regard to their race, creed, color, religion, ancestry, sex, sexual orientation, national origin, disability or other handicap, age, marital status, or status with regard to public assistance. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor shall post in conspicuous places, available to employees and

applicants for employment, notices to be provided by the government setting forth the provisions of this nondiscrimination clause. The Contractor shall state that it will receive consideration for employment without regard to race, color, creed, religion, ancestry, sex, national origin, disability or other handicap, age, marital status, or status with regard to public assistance. The Contractor will incorporate these equal employment opportunity requirements in all subcontracts for program work.

18. LICENSES, PERMITS AND TAXES

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

The Consultant shall procure and maintain a City of Columbia business license while performing services under the Agreement.

19. REMEDIES

The Consultant shall only be entitled to the actual direct costs of all labor and material expended on the services required under the Agreement prior to the effective date of the termination. In no event shall the Consultant be entitled to anticipatory profit or damages for any termination under the Agreement. In no event shall the Consultant be entitled to assert a claim in quantum meruit or any other measure of damages other than that stated herein.

20. SEVERABILITY

If any provision of this Contract is held invalid, the remainder of this Contract shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of Applicable law.

21. COMPLIANCE WITH LOCAL LAWS

The Consultant shall comply with all applicable laws, ordinances, and codes of the state and local government in performing the work provided under this Contract.

22. PERSONNEL

All of the services required hereunder shall be performed by the Consultant and all personnel engaged in the work will be fully qualified and shall be authorized or permitted under state and local law to perform the services identified in Appendix A, Scope of Services.

The Consultant represents that Consultant has, or will secure at Consultant's own expense, all personnel required in performing the services under the Contract.

23. WHOLE AGREEMENT

The Agreement represents the entire Agreement between the City and the Consultant and

supersedes all prior communications, negotiations, representations or agreements, either written or oral. Only written Amendment signed by both the City and the Consultant may amend the Agreement.

24. GOVERNING LAW

This Agreement shall be interpreted, construed, and enforced in accordance with the laws of South Carolina. Any dispute arising between any of the parties hereto regarding the subject matter of this Agreement shall be subject to the exclusive jurisdiction of the federal and state courts within the State of South Carolina.

IN WITNESS WHEREOF, the City and the Consultant have entered into this Agreement as of the date first above written.

Central SC Alliance

CITY OF COLUMBIA

BY: _____

BY: _____

TITLE: _____

TITLE: Teresa B. Wilson, City Manager

DATE: _____

DATE: _____

APPROVED AS TO FORM



Legal Department City of Columbia, SC

8/4/2021

Exhibit A

Deliverables
On-Demand Custom Research & Mapping Support research/data/mapping subscriptions available research, analytics research responses to prospects mapping for properties and amenities cost of doing business comparisons labor profiles demographic and social data business intelligence
On-Demand Custom Marketing Support Economic Development Website website promotion via a City page and the City prominent throughout as the center of the region website property promotion, City can add any properties they wish and share related flyers, photos and videos on the site CSCA News page on website to feature City employers and Quality of Life NEW Talent Attraction Site talent recruitment site with focus on the Tech Industry, employers, living in Columbia Shared Marketing Resources video production for the City featuring Quality of Life and Workforce attributes, access to a Richland County and Regional videos drone property videos : Bull Street and Midlands Tech Enterprise Campus, additional video production as requested photography production - company photos and Quality of Life deliverables - ongoing project to build photo library building a testimonial and success story library to include video and written form custom marketing materials for ads, missions, sales publications (City Executive Summary, Regional International & Domestic Brochures) industry specific marketing materials (3 delivered, additional in production) custom bi-fold City brochure in production translation assistance for presentations, brochures, etc. Digital Marketing and PR Eblasts to site consultants and companies highlighting available properties social media promotion including content farming to locate new rankings and stories, cross-posting and features Branding Branding and marketing assistance as requested City branding and co-branding
On-Demand Custom Lead Generation Support Lead Generation global targeted lead generation (\$1500 cost per lead generated on average) City prominently displayed and discussed on every call and meeting we hold with companies local tech market lead generation based on their presence in Columbia, including remote workers Business Recruitment Trips, Events

recruitment mission planning and execution with mission-custom lead generation (ex. Tech Conference, Boston area)
 funding for recruitment missions (CSCA covers all trip cost except flight when traveling with CSCA)
 webinar focused on IT company recruitment

On-Demand Custom Business Development

prospect visit support including property and community tours, lunches, dinners, etc.
 event assistance and monetary support
 incentive negotiation assistance
 connections to potential suppliers and vendors
 company and labor interviews

Annual Membership Cost- \$72,000



We Are Columbia

MEETING DATE: August 17, 2021

DEPARTMENT: Columbia-Richland 911 Communications

FROM: *Jacquelyn Richburg, Director*

SUBJECT: Council is asked to approve Fiscal Year 2021/2022 Contract Renewal for Emergency Notification System Services, as requested by Columbia-Richland 911 Communications. Award to Everbridge Systems in the amount of \$89,897.85. This firm is located in Columbia, SC.

REQUISITION NO.: R212081

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: City Account (1012701-638200) \$44,948.93 and County Account (2082702-638200) \$44,948.92. The original budget amount is \$89,897.85.

CLEAN WATER 2020?: No

FOCUS AREAS: Economic Prosperity - Endless Possibilities

ATTACHMENTS:

- **#a:** Legal Approved Everbridge Contract (PDF)
- **#b:** Mr. Simons Everbridge Approval 21 (PDF)
- **#c:** Everbridge Emergency Agreement (PDF)



155 North Lake Avenue, Suite 900
Pasadena, CA 91101 USA

tel: +1-818-230-9700
fax: +1-818-230-9505

www.everbridge.com

Quotation

Prepared for:

Heather Collins
City of Columbia
City of Columbia Information Technology
1800 Laurel Street
Columbia SC 29217
United States
Ph: (803) 413-8647
Fax:
Email: heather.collins@columbiasc.gov

Quote #: Q-71827
Date: 7/27/2021
Expires On: 8/27/2021
Confidential

Salesperson: Bridget Sarris
Phone:
Email: bridget.sarris@everbridge.com

Contract Summary Information:

Contract Period:	12 Months
Contract Start Date:	9/1/2021
Contract End Date:	8/31/2022

Contact Summary:

Household Count:	145,000
Employee Count:	5,000

Qty	Description	Price
1	Mass Notification Base	USD 77,738.75
1	Smart Weather Alerting (includes 1 location in base weather subscription)	USD 5,500.00

Pricing Summary:

Year One Fees:	USD 83,238.75
One-time Implementation and Setup Fees:	USD 0.00
Professional Services:	USD 0.00
Total Year One Fees Due:	USD 83,238.75

Messaging Credit Amount:

Year One Credit:	10,000,000
------------------	------------

1. Quote subject to the terms and conditions of the Master Services Agreement, including any amendments, executed between Everbridge, Inc. and the customer listed above.
2. Messaging Credits listed above can be used for Notifications and expire at the end of each year. Consumption of Messaging Credits in excess of these amounts in any year will incur additional charges
3. Subject to sales taxes where applicable.
4. Except for currency designation, the supplemental notes below, if any, supplied in this Quote are for informational purposes and not intended to be legally binding or override negotiated language of the Everbridge Inc. Master Service Agreement.

Authorized by Everbridge:**Signature:****Date:**

Name (Print):**Title:**

To accept this quote, sign, date and return:**Signature:****Date:**

Name (Print):**Title:**

APPROVED AS TO FORM

Legal Department City of Columbia, SC

8/3/2021

155 North Lake Avenue, Suite 900
 Pasadena, CA 91101 USA
 Tel: +1-818-230-9700
 Fax: +1-818-230-9505

THANK YOU FOR YOUR BUSINESS!



CITY OF COLUMBIA

14.b

Columbia – Richland 9-1-1 Communications

1800 Laurel St | Columbia, South Carolina 29201
Phone: 803-988-8005 Fax: 803-255-8139

July 22, 2021

TO: Henry Simons, Assistant City Manager

FROM: Jacquelyn Richburg, 911 Interim Director

RE: 2021/2022 Everbridge Emergency Notification System Renewal
Service Agreement

Please find attached for your review and approval in reference to the 2021/2022 Everbridge Emergency Notification System Renewal Service Agreement between the City of Columbia and Everbridge Systems.

This agreement will continue service through August 31, 2022 and is jointly funded (50/50 split) with Richland County:

City Account 1012701	Object Code 638200	\$44,948.92
County Account 2082702	Object Code 638200	\$44,948.93

Total Cost: \$89,897.85

Thank you for your consideration on this matter,

Jacquelyn Richburg, Interim Director

JR/dj

Reviewed & Approved 8/4/2021



155 North Lake Avenue, Suite 900
Pasadena, CA 91101 USA

tel: +1-818-230-9700
fax: +1-818-230-9505

www.everbridge.com

Quotation

Prepared for:

Heather Collins
City of Columbia
City of Columbia Information Technology
1800 Laurel Street
Columbia SC 29217
United States
Ph: (803) 413-8647
Fax:
Email: heather.collins@columbiasc.gov

Quote #: Q-71827
Date: 7/27/2021
Expires On: 8/27/2021
Confidential

Salesperson: Bridget Sarris
Phone:
Email: bridget.sarris@everbridge.com

Contract Summary Information:

Contract Period:	12 Months
Contract Start Date:	9/1/2021
Contract End Date:	8/31/2022

Contact Summary:

Household Count:	145,000
Employee Count:	5,000

Qty	Description	Price
1	Mass Notification Base	USD 77,738.75
1	Smart Weather Alerting (includes 1 location in base weather subscription)	USD 5,500.00

Pricing Summary:

Year One Fees:	USD 83,238.75
One-time Implementation and Setup Fees:	USD 0.00
Professional Services:	USD 0.00
Total Year One Fees Due:	USD 83,238.75

Messaging Credit Amount:

Year One Credit:	10,000,000
------------------	------------

1. Quote subject to the terms and conditions of the Master Services Agreement, including any amendments, executed between Everbridge, Inc. and the customer listed above.
2. Messaging Credits listed above can be used for Notifications and expire at the end of each year. Consumption of Messaging Credits in excess of these amounts in any year will incur additional charges
3. Subject to sales taxes where applicable.
4. Except for currency designation, the supplemental notes below, if any, supplied in this Quote are for informational purposes and not intended to be legally binding or override negotiated language of the Everbridge Inc. Master Service Agreement.

Authorized by Everbridge:**Signature:**

Date:**Name (Print):**

Title:

To accept this quote, sign, date and return:**Signature:**

Date:**Name (Print):**

Title:

155 North Lake Avenue, Suite 900
Pasadena, CA 91101 USA
Tel: +1-818-230-9700
Fax: +1-818-230-9505

THANK YOU FOR YOUR BUSINESS!

**Amendment
to
Everbridge, Inc. Service Agreement**

This Amendment to Everbridge Service Agreement ("Amendment") by and between Everbridge, Inc., a Delaware corporation, ("Everbridge"), and City of Columbia, South Carolina ("Customer") is effective as of the date of the Customer's signature below. Everbridge and Customer entered into an Everbridge Service Agreement effective May 28, 2012 ("Agreement"). All capitalized terms used herein without definition shall have their respective meanings set forth in the Agreement.

WHEREAS, Everbridge has developed a new software platform with additional functionality and applications, and Customer desires to use the new platform for its mass notification service;

WHEREAS, the Parties desire to amend the Agreement on and subject to the terms of this Amendment;

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth below, and other good and valuable consideration, the Parties agree to amend the Agreement as follows:

1. Term: Section 5 of the Agreement shall be deleted and replaced in its entirety as follows:

TERM. The term of this Agreement will commence on the Effective Date and will continue in full force and effect for the term set forth in the most recently executed Quote. Notwithstanding the foregoing, upon expiration of the term set forth in the most recently executed Quote this Agreement shall automatically renew for successive one (1) year periods unless Customer provides written notice not to renew at least 30 days prior to the expiration of that term.

2. Modification of Quote: Exhibit A of the Agreement is amended by Quote Number 11540 which is attached hereto and incorporated herein by this reference.
3. Substitution of Terms: The term "Member" is replaced with the term "Contact" wherever it appears in the Agreement.
4. Additional Terms: The Additional Terms attached hereto and incorporated by this reference are added as Exhibit B to the Agreement.
5. Remaining Terms. All other terms and conditions of the Agreement remain in full force and effect as amended by this Amendment.
6. Authority. Customer represents and warrants that it has all necessary legal authority to enter into this Amendment for itself and on behalf of any of its affiliates that are parties to the Agreement or that have been using the System under the Agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives as of the day and year first above written.

EVERBRIDGE, INC.

By [Signature]
Title J.P. Finney
Date 7/16/14

CUSTOMER: City of Columbia
By [Signature]
Title City Manager
Date 6/25/2014

EXHIBIT B

Additional Business Terms

The following additional business terms are incorporated by reference into the Agreement as applicable based on the particular products and services described on the Quote.

"Data Feed" means data content licensed or provided by third parties to Everbridge and supplied to Customer through the Service (e.g., real time weather system information and warnings, and third party maps).

"Electronic Communications" means electronic communications (including inputting or updating Customer Data in the System) and the sending of messages or notifications to and from Contacts via the Service.

"Incident Administrator" means an individual who is authorized by Customer as an organizational administrator for the Incident Management Service.

"Incident Operator" means an individual who is authorized by Customer as an operator of the Incident Management Service.

"Messaging Minute" means the unit of usage expended in sending notifications.

"Non-Priority Notifications" means Electronic Communications sent by Customer through the Service to multiple Contacts via one or multiple communications paths which are not characterized as Priority Notifications, and any Contact responses to such communications or to any Priority Notifications.

"Priority Notifications" means Electronic Communications sent by Customer through the Service to multiple Contacts via one or multiple communication paths to advise Contacts of an immediate or expected emergency or life-threatening condition or circumstance, but excluding any Contact responses thereto.

1. **Messaging Minutes.** For Customers purchasing the Mass Notification Service, unless Customer has purchased "Unlimited Use" minutes, Customers must purchase Messaging Minutes to send Non-Priority Notifications. No Messaging Minutes shall be required to send United States domestic Priority Notifications, push notifications or email messages. Unused Messaging Minutes expire at the end of the annual billing period under the applicable Quote, and are not refundable. If Customer has "Unlimited Use" as identified on the applicable Quote, such unlimited use does not include Instabridge minutes, or International usage, which must be purchased separately.
2. **Usage.** Messaging Minutes shall be calculated as follows:
 - For text messages, one Message Minute for each 148 characters or portion thereof.
 - For voice messages, one Message Minute per minute or portion of a minute of the voice message.
 - For Instabridge minutes, one Message Minute per minute or portion of a minute of the voice call or message.
 - Additional charges may apply for International notifications.
3. **Auditing.** For Customers purchasing the Mass Notification Service, unless Customer has purchased "Unlimited Use" minutes, Everbridge may, from time to time, monitor or audit message content to verify the characterization of messages as Priority Notifications. If Customer has not characterized a message appropriately, then Everbridge may recharacterize the message in its sole reasonable judgment, and apply Messaging Minutes for such message in accordance with the foregoing Usage allocations. Customer's intentional mischaracterization of Priority Notifications, or mischaracterization of more than three Priority Notifications in a twelve-month period, shall constitute a material default under this Agreement.
4. **Data Feeds; Other Data.** Notwithstanding anything to the contrary in this Agreement, to the extent that Customer has purchased or accesses Data Feeds, such feeds are provided solely on an "AS IS" and "AS AVAILABLE" basis and the sole and exclusive remedy for any failure, defect, or inability to access such Data Feed shall be to terminate the Data Feed with no further payments due. No refunds shall be granted with respect to such Data Feed. In addition, to the extent Customer has purchased a feature that allows Customer to monitor, and utilize information and data from other sources not supplied by Everbridge directly (e.g., Twitter or other customers through the Everbridge Network) (collectively "Other Data"), Everbridge disclaims any and all liability of any kind or nature resulting from any inaccuracies or failures with respect to all Other Data.
5. **Incident Management.** For Customers purchasing the Incident Management Service: (a) Customers may only designate the number of Incident Operators and Incident Administrators set forth on the Quote, and such individuals shall only have the access rights pursuant to such designation and role; (b) Incident Administrators shall have the ability to build Incident templates, report on incidents, and launch Incident notifications; (c) Incident Operators shall only have the ability to launch or manage incidents; and (d) Customer shall be provided the number of Incident templates purchased pursuant to the Quote. If Customer exceeds the number of Incident Operators, Incident Administrators or Incident templates purchased, Customer shall be charged the applicable fees then in effect for additional Incident Operators, Incident Administrators or Incident templates, as applicable.

**Everbridge, Inc.
Service Agreement**

This Service Agreement ("Agreement") is entered into by and between Everbridge Inc. ("Everbridge"), and City of Columbia, South Carolina ("Customer"), effective on the date of Customer's signature below ("Effective Date"). Everbridge and Customer are each hereinafter sometimes referred to as a "Party" and collectively, the "Parties."

THE PARTIES AGREE TO THE FOLLOWING TERMS AND CONDITIONS GOVERNING THE USE OF EVERBRIDGE'S SERVICE:

1. DEFINITIONS. As used herein, the following terms shall have the meanings ascribed to them as set forth below:

"Everbridge Technology" includes, without limitation, the Software, all proprietary technology (including software, hardware, products, processes, algorithms, user interfaces, know-how, techniques, designs, and other tangible or intangible technical material or information) made available to Customer through the Service or otherwise in connection with this Agreement. "Applicable Law" means any domestic or foreign law (statutory, common, or otherwise), order, writ, injunction, decree, award, stipulation, ordinance or administrative doctrine, ordinance, equitable principle, code, rule, regulation, executive order, request, or other similar authority enacted, adopted, promulgated, or applied by any Governmental Body, each as amended including, without limitation, the Telephone Consumer Privacy Act (TCPA, 47 USC Section 227) and implementing Federal Communications Rules (47 CFR 64.1200), the CAN-SPAM Act (15 USC Section 7701 et seq.) and the FCC's implementing rules (47 CFR Section 64.3100, with respect to communications to wireless devices) (47 CFR 64.3100), and the Federal Trade Commission's implementing rules (16 CFR Section 316.3, with respect to communications to computers). "AUP" means the Acceptable Use Policy of Everbridge, available at <http://www.everbridge.com/aup>, as may be amended from time to time. "Customer Data" means the names and contact paths for Members, and any and all electronic data provided by Customer to Everbridge in connection with the use of the Service. "Governmental Body" means any legislature, agency, bureau, branch, department, division, commission, court, tribunal, magistrate, justice, multi-national organization, quasi-governmental body, or other similar recognized organization or body of any federal, state, county, municipal, local, or foreign government or other similar recognized organization or body exercising similar powers or authority. "Intellectual Property Rights" means patented or unpatented inventions, patent applications, patents, design rights, copyrights, trademarks, service marks, trade names, domain name rights, mask work rights, know-how and other trade secret rights, and all other intellectual property rights, derivatives thereof, and forms of protection of a similar nature anywhere in the world.

"Member" or "Members" shall mean Customer's employees, agents, representatives, clients, customers, subscribers, members and/or other persons or entities whom Customer may wish to contact using the Service, provided, however, that each Member Record, if more than one for any Member, shall be deemed to represent a separate Member for all purposes hereunder. "Member Record" includes, without limitation, the Customer Data for a Member. "Quote" means the description of Services purchased by Customer, subject to the terms and conditions hereof, which is attached hereto as Exhibit A and incorporated herein by this reference. "Software" means the computer source code and object code, including, without limitation, the software, provided or used by Everbridge in connection with the Service provided hereunder. "Users" means Members, Customer's employees, consultants, contractors or agents who are authorized to use the Service and have been supplied user identifications and passwords by Customer (or by Everbridge at Customer's request).

2. SERVICE. Subject to the provisions of this Agreement, Everbridge shall provide Customer access to the service utilizing the Software, applications and services that comprise the Everbridge Mass Notification System ("System"), an automated system for delivery of messages to multiple Members via multiple communication paths, and for processing responses thereto, as set forth in the Quote (the "Service"). Unless explicitly stated otherwise, any new features that augment or enhance the current Service, including any new Service, will be subject to the provisions of this Agreement. Everbridge shall make the Service available to Customer pursuant to the terms and conditions set forth in this Agreement. Customer agrees that its purchase of the Service is not contingent upon the delivery of any future functionality or features, nor is it dependent upon any oral or written public comments made by Everbridge with respect to future functionality or features.

3. USE OF THE SERVICE.

3.1 Everbridge Responsibilities. Everbridge shall: (i) in addition to its confidentiality obligations pursuant to Section 10, not use, edit or disclose to any party other than Customer, the Customer Data, unless otherwise required by a Governmental Body; (ii) use commercially reasonable efforts to provide the Service herein contemplated; (iii) use commercially reasonable efforts to provide support for the Service, except for: any unavailability caused by circumstances beyond Everbridge's reasonable control, including without limitation, acts of God, acts of government, flood, fire, earthquakes, civil unrest, acts of terror, strikes or other labor problems, computer, telecommunications, Internet service provider or hosting facility failures or delays involving hardware, software or power systems, and network intrusions or denial of service attacks, in each case, which are not

within Everbridge's possession or reasonable control. The Everbridge System delivers messages for supported contact paths to the public / private networks and carriers, but cannot guarantee delivery of the messages to the recipients. Final delivery of messages to recipients is dependent on and is the responsibility of the designated public / private networks or carriers.

3.2 Customer Responsibilities.

(a) Customer is responsible for all activities that occur under Customer's account. Customer shall: (i) provide Everbridge with the Customer Data for Members that Customer and Customer's authorized users want to communicate with using the Service; (ii) provide Everbridge with this Customer Data in a form and format specified by Everbridge, if so required; (iii) have sole and exclusive responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of all Customer Data; (iv) maintain a copy of all Customer Data it provides to Everbridge; (v) designate certain Users to access and use the Service on Customer's behalf; (vi) ensure that Users shall at all times use the Service in accordance and in compliance with this Agreement, and the AUP, as each may be updated periodically by Everbridge; (vii) prevent unauthorized access to, or use of, the Service, and notify Everbridge promptly of any such unauthorized use and, notwithstanding anything to the contrary in this Agreement, Everbridge shall have no liability for any losses, damages, claims, suits or other actions arising out of or in connection with such unauthorized or improper use of the Service by Customer, Users or Members; and (viii) comply with all Applicable Laws; (ix) cause such number of its employees, as determined by Customer, to undergo initial setup and training, as set forth in the Quote; (x) not cause any disturbances, outages or take any other actions that may adversely affect the Service; and (xi) be responsible for, and/or its Users shall be responsible for, payment of any service fees, text messaging fees, and any other third party fees or expenses, associated or incurred in connection with, the access or use of the Service by Customer and/or its Users. Customer acknowledges that it is solely responsible for the content of any information that it makes available through the Service and that Everbridge will not, except as otherwise expressly herein set forth, monitor Customer or Customer's use of the Service to examine the content passing through it. Notwithstanding anything to the contrary in this Agreement, in no event shall Everbridge be liable to Customer, a Member or any other third party for any failure on the part of Customer to fulfill its responsibilities pursuant to this Section 3.2 and Everbridge expressly disclaims any liability arising therefrom.

(b) Customer agrees to: (i) provide true, accurate, current, up-to-date and complete Customer Data and information about itself, and (ii) maintain and promptly update the Customer Data to keep it true, accurate, current and complete, the failure of which shall not impose or create any liability or obligation on the part of Everbridge. If Customer authorizes Everbridge to do so, Customer's Members will be allowed access to their personal Customer Data to make modifications or changes thereto. If Customer or any Member provides any information that is untrue, inaccurate, not current or incomplete, Customer understands, acknowledges and agrees that any notifications sent utilizing the Service may not reach the intended Member.

(c) Customer may designate up to the number of Users permitted under its account, which corresponds to the level of Service purchased by Customer as set forth in the Quote. Customer shall be responsible for the confidentiality and use of its Users' identifications and passwords. Customer shall be responsible for all electronic communications (including maintenance of Customer Data) and the sending of messages to Members ("Electronic Communications") entered through or under a User's identification and/or password(s). Everbridge will act as though any Electronic Communications sent by Customer shall comply with Applicable Law, and shall have been sent by an authorized User, and shall be permitted to rely thereon for all purposes. Customer agrees to immediately notify Everbridge if it becomes aware of any loss or theft of a User's identification and/or password(s) or any unauthorized use of the Service and/or identification and/or password(s) used in connection therewith.

4. Use Guidelines. Customer shall use the Service solely for its internal business purposes as contemplated by this Agreement and shall not: (i) license, sublicense, sell, resell, rent, lease, transfer, assign, distribute, time share or otherwise commercially exploit or make the Service available to any third party, other than as contemplated by this Agreement; or (ii) use the Service in violation of the AUP or Applicable Law.

5. TERM. This Agreement will commence on the Effective Date and will continue in force until June 29, 2013 (the "Initial Term"). Subject to the provisions of this Section 5, upon written agreement of the Parties this Agreement may be renewed for additional successive one (1) year terms and continue for another four (4) option year(s) (each option year is a "Renewal Term" and, together with the Initial Term, collectively hereinafter referred to as the "Term"). Any termination pursuant to this Section 5 shall be effective at the end of the Initial Term or the then current Renewal Term for subsequent years.

6. TERMINATION; SUSPENSION.

6.1 Termination by Either Party. During the Initial Term and any Renewal Term, either Party may terminate this Agreement for cause, upon the other Party's material breach of this Agreement, provided that (i) the non-breaching Party sends written notice to the breaching Party describing the breach in reasonable detail; (ii) the breaching Party does not cure the breach within thirty (30) days following its receipt of such notice (the "Notice Period"); and (iii) following the expiration of the Notice Period, the non-breaching Party sends a second written notice to the breaching Party indicating the non-breaching Party's election to terminate this Agreement.

6.2 Termination, Suspension by Everbridge. In the event Customer fails to pay any fees or charges within thirty (30) days of the due date, Everbridge may terminate this Agreement and/or the Service, at Everbridge's sole discretion. Termination for non-payment shall not relieve Customer of its responsibilities under this Agreement including, but not limited to, its obligation to pay the fees accruing under or with respect to this Agreement for periods prior to or following such termination. In furtherance of, and not in limitation of the foregoing, Everbridge may, at its option, suspend the Service or terminate this Agreement, effective upon notice, should Customer's or a User's use of the Service (i) violate the provisions of Section 3.2 hereof, or (ii) in the event Customer fails to pay any fees or charges when due. In the event of a suspension of the Service, Customer's account shall not be reactivated until such time as Customer shall be in compliance with the AUP, Section 3.2 and/or shall have paid all past due amounts, as the case may be, plus Customer shall have paid a reconnection fee of \$1,000.

7. PRICING. As consideration for the Service, and subject to the other terms of this Agreement, Customer shall pay the fees set forth in the Quote ("Pricing"). If Customer exceeds the minutes usage and/or Member count as specified in the Quote, then, Everbridge reserves the right to review the minutes and Member usage from time to time during the Term and to invoice Customer therefor at the current rates and Customer shall pay within 30 days of invoice. Fees for professional services, if applicable, shall be set forth in a SOW. Notwithstanding anything to the contrary in Section 5 or elsewhere in this Agreement, the Pricing shall be automatically increased by five percent (5%) for the first Renewal Term following the Initial Term, and for each successive Renewal Term thereafter.

8. PAYMENT TERMS; TAXES.

8.1 Payment. Unless otherwise set forth in Exhibit A, Everbridge shall invoice Customer in advance for the Initial Term and annually in advance for any Renewal Term. All payments, including, without limitation, fees for professional services, shall be made within thirty (30) days from the date of invoice.

8.2 Taxes. Unless otherwise provided for in Exhibit A, or in a SOW, as the case may be, Everbridge's Pricing and fees for professional services do not include any local, state, federal or foreign taxes, levies or duties of any nature ("Taxes"). Customer is responsible for paying all Taxes, excluding only taxes based on Everbridge's income. If Everbridge has the legal obligation to pay or collect Taxes for which Customer is responsible under this section, the appropriate amount shall be invoiced to and paid by Customer unless Customer provides Everbridge with a valid tax exemption certificate authorized by the appropriate taxing authority.

9. PROPRIETARY RIGHTS.

9.1 Grant of License. Everbridge hereby grants to Customer, during the Term, a non-exclusive, non-transferable right to use the Service, solely for Customer's own internal business purposes, subject to the terms and conditions of this Agreement. Upon suspension of the Service as herein contemplated, or upon termination of this Agreement for any reason, all licensed rights granted to Customer pursuant to this Agreement shall terminate immediately, and Customer shall promptly discontinue all further use of the Service.

9.2 Restrictions. Customer will not: (i) copy, modify, port, adapt, translate, localize, reverse engineer, de-compile, disassemble or otherwise attempt to discover the source code of the Software, the Service or any portion thereof for any purposes, including, without limitation, to (x) build a competitive product or service; (y) build a product using similar ideas, features, functions or graphics of the Service; or (z) copy any ideas, features, functions or graphics of the Service; (ii) create derivative works based on the Software, the Service or any portion thereof or merge any of the foregoing with any third party software or services; (iii) remove, obscure or alter any proprietary notices or labels on the Software, or any portion of the Service; (iv) transfer, lease, assign, sublicense, pledge, rent, share, distribute or allow any lien or encumbrance to be placed on the Service or Software or any portions thereof; (v) disclose the results of any performance, functional or other evaluation or benchmarking of the Software or Service; provided, however, Customer may distribute the reports and other data generated by the Service (excluding any Everbridge Intellectual Property or confidential information included therein); (vi) use the Software, the Service or any portion thereof to provide services to any third party or for the benefit of any third party, including, without limitation, any entity or individual that markets, distributes or provides notification software or services; (vii) create Internet "links" to or from the Service, or "frame" or "mirror" any content forming part of the Service, other

than on Customer's own intranets or otherwise for its own internal business purposes; (viii) use, post, transmit or introduce any device, software or routine which interferes or attempts to interfere with the operation of the Service or the Software; or (ix) permit access to the Software, the Service or any portion thereof by any third party other than Customer's Users who (a) are bound by the terms of a written agreement with Customer which will protect Everbridge and its Intellectual Property Rights in a manner no less protective as the terms hereof and (b) use the Software and the Service solely for the benefit of Customer (each a "Permitted Contractor"). Customer shall be liable to Everbridge for any breach of the terms of this Agreement by any of its Permitted Contractors to the same extent that Customer would be liable hereunder had it committed the same breach.

9.3 Reservation of Rights. Other than as expressly set forth in this Agreement, no license or other rights in or to the Everbridge Technology or Intellectual Property Rights therein are granted to Customer, and all such licenses and rights are hereby expressly reserved. In furtherance of, and not in limitation of the foregoing, Everbridge owns all rights, title and interest, including any and all related Intellectual Property Rights, in and to Everbridge Technology and the Service and any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by Customer or a User, relating to the Service. Customer acknowledges and agrees that Everbridge will retain all right, title and interest to bench marking data, abstracted derivative data, transactional, performance data and metadata (but not to Customer Data) related to use of the Service or the Software and the Service which Everbridge may aggregate, benchmark and collect in such a way as to not allow identification of Customer or a User (including Software use optimization and product marketing), provided that such use does not reveal the identity of Customer or Users or specific Software use characteristics that may be identified to Customer (collectively, the "Transactional Data"). This Agreement is not a sale and does not convey to Customer any rights of ownership in or related to the Service, Everbridge Technology or Intellectual Property Rights owned by Everbridge, provided, however, that as between Everbridge and Customer, all Customer Data that is not Transactional Data shall be owned exclusively by Customer.

10. CONFIDENTIAL INFORMATION.

10.1 Definition; Protection. As used herein, "Confidential Information" means all confidential and proprietary information of a party ("Disclosing Party") disclosed to the other party ("Receiving Party"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure, including the terms and conditions of this Agreement (including pricing and other terms reflected herein and in all Order Forms hereunder), the Customer Data, the Service, the Everbridge Technology and Intellectual Property Rights therein, business and marketing plans, technology and technical information, product designs, reports and business processes. Confidential Information (except for Customer Data) shall not include any information that: (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party; (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party; (iii) was independently developed by the Receiving Party without breach of any obligation owed to the Disclosing Party; or (iv) is received from a third party without breach of any obligation owed to the Disclosing Party. The Receiving Party shall not disclose or use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement, except with the Disclosing Party's prior written permission. Each party agrees to protect the confidentiality of the Confidential Information of the other party in the same manner that it protects the confidentiality of its own proprietary and confidential information of like kind, but in no event shall either party exercise less than reasonable care in protecting such Confidential Information. If the Receiving Party discloses or uses (or threatens to disclose or use) any Confidential Information of the Disclosing Party in breach of this Section 10, the Disclosing Party shall have the right, in addition to any other remedies available to it, to seek injunctive relief to enjoin such acts, it being specifically acknowledged by the parties that any other available remedies are inadequate. In furtherance of, and not in limitation of anything set forth in this Section 10 or elsewhere in this Agreement, the terms and conditions of this Agreement shall be Confidential Information of Everbridge.

11. WARRANTIES & DISCLAIMERS.

11.1 Warranties. Customer represents and warrants that it has the legal power to enter into this Agreement and shall perform the responsibilities required by it pursuant to Section 3.2. By purchasing the Service, Customer authorizes Everbridge to collect, store and process Customer Data subject to the terms of this Agreement. Customer shall ensure that, during use of the Service, Customer shall have a privacy policy that clearly and conspicuously notifies the Members of the way in which Customer Data shall be used. Customer represents and warrants that the collection, storage and processing of such Customer Data, and the use of the Service, as provided in this Agreement, will at all times comply with (i) its own policies regarding privacy and protection of user information; and (ii) all Applicable Laws, including those related to processing, storage, use, reuse, disclosure, security, protection and handling of Customer Data.

11.2 Disclaimer. Except as expressly provided herein, Everbridge makes no warranty of any kind, whether express, implied, statutory, or otherwise. Everbridge hereby specifically disclaims all implied warranties, including any

warranty of merchantability or fitness for a particular purpose, to the maximum extent permitted by Applicable Law.

12. PROFESSIONAL SERVICES. Everbridge may provide professional services to Customer from time to time. Such professional services shall, unless otherwise expressly therein set forth, be provided in accordance with, and subject to, the provisions hereof and any additional terms related thereto which are set forth in a Statement of Work ("SOW").

13. INDEMNIFICATION.

14. Everbridge shall defend, indemnify and hold Customer harmless from and against any loss or damage (including reasonable attorneys' fees) incurred in connection with any claims, suits or proceedings ("Claims") against Customer, but only to the extent it is based on a Claim that the Service directly infringes an issued patent or other intellectual property right of a country in which the Service is actually provided to Customer. If the Service is held to infringe and the use enjoined, Everbridge shall have the option, at its own expense, to procure for Customer the right to continue using the Service; or replace same with a non-infringing service; or modify such Service so that it becomes non-infringing. Everbridge shall have no liability for any infringement of patents, copyrights, or other intellectual property rights resulting from Customer content, use of the Service other than as specified in relevant Everbridge documentation, or use of the Service with products or services not supplied by Everbridge. Everbridge's indemnification obligations hereunder shall not apply to the extent that any warranty claim or demand for indemnification arises as a result of or is caused by (i) any unauthorized use, reproduction, or distribution of the Service or Software; (ii) any use of the Service or Software in combination with other products, equipment, software, or data not supplied by Everbridge; (iii) any use, reproduction, or distribution of any release of the Service or Software other than the most current release made available to Customer, or (iv) any modification of the Service or Software by any person other than Everbridge.

15. LIMITATION OF LIABILITY. In no event shall either Party have any liability to the other Party for any loss of use, interruption of business, or any lost profits, loss of use, costs of procurement of substitute goods or services, or for any indirect, special, incidental, punitive, or consequential damages, however caused and, whether in contract, tort or under any other theory of liability, whether or not the party has been advised of the possibility of such damage. Notwithstanding anything in this Agreement to the contrary, in no event shall Everbridge's aggregate liability, however arising out of or related to this Agreement, whether in contract, tort or under any other theory of liability, exceed amounts actually paid by Customer to Everbridge hereunder during the 12 month period prior to the event giving rise to any liability of Everbridge as contemplated by this Agreement.

16. MISCELLANEOUS.

16.1 Non-Solicitation and Non-Interference. As additional protection for Everbridge's proprietary information, for so long as this Agreement remains in effect, and for one year thereafter, Customer agrees that it shall not, directly or indirectly, solicit, hire or attempt to solicit any employees of Everbridge. In the event that Customer hires any such employee (whether as an employee or consultant or otherwise engages the services of such employee), Customer shall pay to Everbridge an amount equal to 100% of the total first-year compensation which Customer pays such individual as a fee, salary, or other compensation.

16.2 Waiver; Severability. The failure of either Party hereto to enforce at any time any of the provisions or terms of this Agreement, or any rights in respect thereof, or the exercise of or failure to exercise by either Party any rights or any of its elections herein provided, shall in no way be considered to be a waiver of such provisions, terms, rights or elections or in any way to affect the validity of this Agreement. If any of the provisions of this Agreement, or portion thereof, are held invalid or unenforceable, such invalidity or unenforceability shall not affect the remainder of this Agreement. In such event, the Parties shall negotiate, in good faith, a substitute, enforceable provision which most nearly affects their original intent in entering into this Agreement, failing which the Parties agree that the governmental body, arbitrator, or mediator making such determination shall have the power to modify the provision in a manner consistent with its objectives such that it is enforceable, and/or to delete specific words or phrases, and in its reduced form, such provision shall then be enforceable and shall be enforced.

16.3 Assignment. Neither this Agreement nor any rights granted hereunder may be sold, leased, assigned (including an assignment by operation of law), or otherwise transferred, in whole or in part, by Customer, and any such attempted assignment shall be void and of no effect without the advance written consent of Everbridge, such consent not to be unreasonably withheld.

16.4 Governing Law; Attorney's Fees. This Agreement shall be governed exclusively by the internal laws of the State of South Carolina, without regard to its conflicts of laws rules. The state and federal courts located in South Carolina shall have exclusive jurisdiction to adjudicate any dispute arising out of or relating to this Agreement. Each Party hereby consents to the exclusive jurisdiction of such courts. Each Party also hereby waives any right to jury trial in connection with any action or litigation in any way arising out of or related to this Agreement. If either Party employs attorneys to enforce any rights arising out of or relating to this Agreement, the prevailing Party shall be entitled to recover reasonable attorneys' fees and costs.

16.5 Notices. All notices, consents and approvals under this Agreement must be delivered in writing (i) by courier, or (ii) by certified or registered mail, (postage prepaid and return receipt requested), to the other Party at the address set forth below, and will be effective upon receipt or three business days after being deposited in the mail as required above, whichever occurs sooner. Either Party may change its address by giving notice of the new address to the other Party. Notwithstanding the foregoing, any reports or other deliverables herein set forth or in a Transaction Document may, to the extent practicable, be delivered by Everbridge to Customer by electronic transmission (email) or by facsimile, in addition to the any other means herein provided for. Annual invoices shall be sent to the Customer's contact and address following Customer's signature below.

16.6 No Third-Party Beneficiaries. There are no third-party beneficiaries to this Agreement.

16.7 Entire Agreement. This Agreement, the Exhibits, agreements and documents referenced herein and therein, and the AUP, (the "Transaction Documents") constitute the entire agreement between the Parties and supersede any and all other agreements and understandings between Everbridge and Customer, whether oral or written, with respect to the subject matter hereof. This Agreement and, except as otherwise herein provided for, the Transaction Documents, shall not be modified or amended in any manner except by a writing signed by authorized representatives of both Parties. Nothing contained in a Transaction Document shall, except as otherwise herein provided for, modify any of the express terms or conditions set forth in this Agreement, and if any provision in a Transaction Document conflicts with a provision of this Agreement, such conflict shall be resolved in favor of this Agreement, unless the provision of such Transaction Document expressly provides otherwise. ANY ALTERATIONS, MODIFICATIONS OR ADDITIONS MADE TO THIS AGREEMENT BY WAY OF ANY DOCUMENTATION, INCLUDING, BUT NOT LIMITED TO, PURCHASE ORDERS OR DELIVERY ACCEPTANCE DOCUMENT(S), ISSUED BY CUSTOMER WITH REFERENCE TO THE SUBJECT MATTER OF THIS AGREEMENT, WILL BE DEEMED COUNTER OFFERS, VOID, AND OF NO FORCE OR EFFECT. ANY ACCEPTANCE OF PAYMENT BY EVERBRIDGE OR RECEIPT OR ACKNOWLEDGMENT BY EVERBRIDGE OF RECEIPT OF ANY SUCH DOCUMENTATION SHALL NOT CONSTITUTE AGREEMENT TO ANY TERMS OR CONDITIONS OTHER THAN THOSE SET FORTH IN THIS AGREEMENT.

16.8 Marketing. Customer agrees to be referenced as an Everbridge customer in a press release within thirty (30) days of the Effective Date. Expenses related to the creation and distribution of this press release will be borne by Everbridge.

16.9 Survival. Sections 1, 3, 4, 5, 6, and Sections 8 through 15 shall survive the expiration or earlier termination of this Agreement.

16.10 Counterparts. This Agreement and any Transaction Document may be executed in one or more counterparts, all of which together shall constitute one original document. In lieu of the original, a facsimile transmission or copy of the original shall be as effective and enforceable as the original. A facsimile or .PDF signature shall be deemed an original for purposes of evidencing execution of this Agreement.

16.11 Export Compliant. Neither party shall export, directly or indirectly, any technical data acquired from the other pursuant to this Agreement or any product utilizing any such data to any country for which the U.S. Government or any agency thereof at the time of export requires an export license or other

governmental approval without first obtaining such license or approval.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed as of the date set forth above.

EVERBRIDGE, INC.

By: *[Signature]*

Print Name: MARIE-LAURE LEEUSE

Title: V.P. OF FINANCE

Date: 6-6-2012

Address:
505 N. Brand Blvd., Suite 700
Glendale, CA 91203

CUSTOMER: CITY OF COLUMBIA, SOUTH CAROLINA

By: *[Signature]*

Print Name: Steven A. Gantt

Title: City Manager

Date: 5/28/12

Customer's address for legal notices:

City of Columbia Information Technology
1401 Main St Ste. 1000
Columbia SC 29201
Attn: Sylvia White

Customer's address for billing:

City of Columbia Information Technology
PO Box 147
Columbia SC 29217
Attn: Sylvia White
Email address for billing: swhite@columbiasc.net
Telephone number: 803 737 4210

APPROVED BY
CITY OF COLUMBIA
LEGAL DEPT

[Signature]



155 North Lake Avenue, Suite 900
Pasadena, CA 91101 USA

tel: +1-818-230-9700
fax: +1-818-230-9505

www.everbridge.com

Quotation

Prepared for:

Heather Collins
City of Columbia
City of Columbia Information Technology
1800 Laurel Street
Columbia SC 29217
United States
Ph: (803) 413-8647
Fax:
Email: crchcollins@columbiasc.net

Quote #: Q-52090
Date: 6/19/2020
Expires On: 8/31/2020
Confidential

Salesperson: Bridget Sarris
Phone:
Email: bridget.sarris@everbridge.com

Contract Summary Information:

Contract Period:	12 Months
Contract Start Date:	9/1/2020
Contract End Date:	8/31/2021

Contact Summary:

Household Count:	145,000
Employee Count:	5,000

Qty	Description	Price
1	Mass Notification Base	USD 73,775.00
1	Smart Weather Alerting (includes 1 location in base weather subscription)	USD 5,500.00
1	Calculated Set Up Fee	USD 0.00

Pricing Summary:

Year One Fees:	USD 79,275.00
One-time Implementation and Setup Fees:	USD 0.00
Professional Services:	USD 0.00
Total Year One Fees Due:	USD 79,275.00

Messaging Credit Amount:

Year One Credit:	9,500,000
------------------	-----------

1. Quote subject to the terms and conditions of the Master Services Agreement, including any amendments, executed between Everbridge, Inc. and the customer listed above.
2. By signing this Quote you represent that you read, understand and agree that the Exhibit A to the current service agreement executed between Everbridge Inc. and the customer listed above shall be deleted and replaced in its entirety with the Exhibit A included with this Quotation.
3. Messaging Credits listed above can be used for Notifications and expire at the end of each year. Consumption of Messaging Credits in excess of these amounts in any year will incur additional charges
4. Subject to sales taxes where applicable.
5. Except for currency designation, the supplemental notes above, if any, supplied in this Quote are for informational purposes and not intended to be legally binding or override negotiated language of the Everbridge Inc. Master Service Agreement.

Authorized by Everbridge:

Signature:



Date:

08/28/2020

Name (Print):

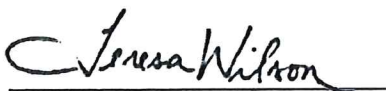
Phillip E. Huff

Title:

Chief Accounting Officer

To accept this quote, sign, date and return:

Signature:



Date:

8/28/2020

Name (Print):

Teresa Wilson

Title:

City of Columbia City Manager

155 North Lake Avenue, Suite 900
Pasadena, CA 91101 USA
Tel: +1-818-230-9700
Fax: +1-818-230-9505

THANK YOU FOR YOUR BUSINESS!

APPROVED AS TO FORM



Legal Department City of Columbia, SC

8/24/20

EXHIBIT A
Additional Business Terms

The following additional business terms are incorporated by reference into the Agreement as applicable based on the particular products and services described on the Quote.

If Client Is Ordering Nixle® Products or Community Engagement:

1. Client grants to Everbridge a non-exclusive, royalty free, worldwide and perpetual right and license (including sublicense) to (a) use, copy, display, disseminate, publish, translate, reformat and create derivative works from communications Client sends through the Solutions or www.nixle.com for public facing communications to citizens, other public groups and public facing websites, including social media (e.g., Google®, Facebook®) (collectively, "Public Communications"), (b) use and display Client's trademarks, service marks and logos, solely as part of the Public Communications to Contacts who have opted in to receive those Communications, and on other websites where Everbridge displays your Public Communications, as applicable, and (c) place a widget on Client's website in order to drive Contact opt-in registrations. Client further acknowledges and agrees that all personal information from individuals registering through such widget or a Nixle branded website is owned expressly by Everbridge and such information will be governed by the applicable Privacy Policy.

If Client Is Ordering Everbridge Suite or Nixle® Branded Products:

1. **Messaging Credits.** The Solutions include units of usage ("Messaging Credits") for communications sent by Client through the Solutions to multiple Contacts via one or more communication paths ("Notifications"). No Messaging Credits shall be required to send Notifications by push notification (Everbridge mobile application), by email or by pager. If Client's use of the Solutions exceeds the amount of Messaging Credits allocated to the account or previously purchased, Client shall pay for such overages and charges back to the date they were incurred. Unused Messaging Credits expire at the end of the annual billing period under the applicable Quote and are not refundable. Additional Messaging Credits may be purchased separately.
2. **Usage.** Messaging Credits shall be applied per Notification sent by Client through the Solutions. A single Notification is defined as follows:
 - **SMS Text messages:**
 - For messages that contain only GSM characters, each 153 characters or portion thereof.
 - For messages that contain any non-GSM characters, each 67 characters or portion thereof.
 - GSM characters include only characters in the GSM 7-bit default alphabet.
 - Character limits for SMS Text messages are determined by telecommunication providers. Everbridge reserves the right to change the length of a single SMS Text message if telecommunication providers update these amounts.
 - **Voice messages or Conference Voice:** One minute or portion of a minute of the voice message, calculated on a cumulative basis per month, per destination country.
 - **TTY:** One minute per TTY message.
 - **Fax:** Per page transmitted.
3. **Role-based Limits.** If Client exceeds any role-based limits (such as the number of Contacts, Resolvers or authorized users of a Solution) set forth on the applicable Quote, Client shall pay for such additional role-based numbers as of the date that the overage began. Payment shall be at the role-based number rate in the Quote and shall be paid for the duration of the term of such Quote.
4. **Other Usage Limits.** If the applicable Quote sets forth any geographic, departmental, entity-based or other limitation on usage of the Solutions, then Client's use of the Solutions is expressly limited to Contacts who are based in such geographic area, department or entity or who otherwise meet the usage limitation criteria specified in the Quote. Client's use of the Solutions with any Contacts who are not included within such limitations shall constitute a material default under this Agreement and shall subject such Client to additional charges for such unauthorized usage.
5. **Data Feeds.** Client shall not use any automated device, computer program, software, tool, algorithm, bot or similar process to mine or systematically scrape or extract data from any of the products, except as authorized in writing by Everbridge. Notwithstanding anything to the contrary in this Agreement, to the extent that Client has purchased or accesses Data Feeds, the content such feeds are provided solely on an "AS IS" and "AS AVAILABLE" basis and Everbridge disclaims any and all liability of any kind or nature resulting from (a) any inaccuracies or failures with respect to such Data Feeds or (b) any actions taken by Client as a result of its use of the Solutions or its content. All Data Feeds are provided solely as a convenience and do not constitute an endorsement by Everbridge. The sole and exclusive remedy for any failure, defect, or inability to access the content of such Data Feed shall be to terminate the Data Feed with no further payments due. "Data Feed" means data content or websites licensed or provided by third parties to Everbridge and supplied to Client in connection with the Solution (e.g., real time weather system information and warnings, 911 data, third party maps, and situational intelligence) or publicly-available information that Client accesses on the Internet while using the Services.

Clients purchasing Visual Command Center or Signal products further agree that they will comply with the Data Feed Terms and Conditions found at <https://www.everbridge.com/wp-content/uploads/Data-Feed-Terms-and-Conditions-Oct-2019.pdf>.

6. **Resident Connection Data.** If a Client is a governmental entity and is purchasing Resident Connection Data, Everbridge provides to Client a limited, non-exclusive, non-transferable, non-sublicensable, right to use mobile, landline and VoIP telephone records ("Resident Connection Data") in connection with emergency notifications sent through the Everbridge Solutions. Resident Connection Data is Confidential Information of Everbridge and is subject to the confidentiality obligations in Section 7 and the license restrictions in Section 6.2 of this Agreement. Unless provided herein, Resident Connection Data is owned expressly by Everbridge and rights to use such data terminates upon the termination or expiration of this Agreement.
7. **Incident Management/IT Alerting.** If a Client is purchasing the Incident Management or IT Alerting Solution, (a) Clients may only designate the number of Users set forth on the Quote, and such individuals shall only have the access rights pursuant to such designation and role; (b) "Incident Administrators" are authorized by Client as an administrator for the Incident Management or IT Alerting Solution components and are typically responsible for the configuration of IT Alerting as well as managing and reporting on Incidents; (c) "Incident Operators" are authorized by Client as an operator of the Incident Management or IT Alerting Solution and are typically responsible for launching/managing Incidents; and (d) "Group Managers" shall have the ability to build, manage and/or participate in on-call schedules to receive IT related notifications, Everbridge may limit or throttle Client's automated use of the Incident Management or IT Alerting Solution in order to protect the stability and security of the Solution.
8. **Secure Messaging.** If a Client is purchasing peer to peer secure messaging solutions ("Secure Messaging"), Everbridge shall comply with all applicable privacy laws, including in the United States, the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act ("HITECH Act"), the Gramm-Leach-Bliley Act, and the Fair Credit Reporting Act, as applicable based on solution purchased. For clients based in the United States, our Secured Messaging products for healthcare are subject to our Business Associate Agreement, available at <https://www.everbridge.com/wp-content/uploads/2015/07/Business-Associate-Form-lkd-v1-7.7.15.pdf>, which is incorporated and made a part of this Agreement. Client acknowledges and agrees that Secure Messaging solutions are intended to deliver non-critical, non-emergency messages between users as a convenience to facilitate communications and are not intended for or suitable for use in situations where a failure or time delay of, or errors or inaccuracies in, the content, data or information provided through the services could lead to death, personal injury or property damage.

Non-Emergency Messaging

1. If Client is using the solution to send non-emergency calls, text messages or emails to consumers, Client expressly agrees to comply with applicable consumer protection laws, including in the United States, the Telephone Consumer Protection Act of 1991, including its implementing regulations, and in the CAN-SPAM Act of 2003, and any other similar laws and regulation (collectively, "Consumer Protection Law"). Client shall not violate these or others applicable laws and warrants that it shall receive express consent from Contacts if its messages fall within these Consumer Protection Laws. Client shall defend, indemnify and hold Everbridge harmless from any violation by Client of Consumer Protection Law. Client further agrees that any marketing or sales related text messages will comply with the policies and guidelines of the Mobile Marketing Association found at <http://mmaa.global.com/policies/code-of-conduct>.



SYSTEM INCLUSION

EVERBRIDGE MESSAGING CREDITS

For the Critical Event Management, Mass Notification, Safety Connection, IT Alerting, Crisis Management and Community Engagement Solutions, Clients will have access to an annual allowance of Messaging Credits that can be used for Notifications. The specific number of Messaging Credits are included on the product Quote and are applied per Notification according to the table below.

Unused Messaging Credits (including any additional purchased credits) expire at the end of the annual contract period under the applicable Quote and are not refundable. If Client exceeds the annual allowance of Messaging Credits allocated to the account or previously purchased, then Client shall pay for such overages and charges back to the date they were incurred.

Messaging Credits shall be calculated and consumed as follows:

Message Modality	Email	Push Notification	Pager	Voice	SMS Text	Conference Voice	TTY	FAX
Unit of Measure	per email sent	per mobile app notification	per pager message sent	per minute of the voice call	per SMS message	per minute of the voice call	per TTY message	per page sent
REGION 1: NORTH AMERICA	free	free	free	10	5	10	100	100
REGION 2: EUROPE	free	free	free	40	30	40	100	100
REGION 3: SOUTH AMERICA	free	free	free	190	40	190	100	100
REGION 4: AFRICA	free	free	free	400	50	400	100	100
REGION 5: ASIA	free	free	free	70	30	70	100	100
REGION 6: OCEANIA	free	free	free	100	40	100	100	100
REGION 7: MIDDLE EAST	free	free	free	170	30	170	100	100

A single Notification consists of:

- SMS Text:
 - For messages that contain only GSM characters, each 153 characters or portion thereof.
 - For messages that contain any non-GSM characters, each 67 characters or portion thereof.
 - GSM characters include only characters in the GSM 7-bit default alphabet.
- Voice or Conference Voice: One minute or portion of a minute of the voice message, calculated on a cumulative basis per month, per destination country.
- TTY: Per TTY call.
- Fax: Per page transmitted.

For example:

- SMS Notification (containing 100 GSM characters) sent to 100 contacts in the United States would consume 500 Messaging Credits (100 contacts * 1 Notification/contact * 5 Messaging Credits per US SMS message).
- Voice Notification (Each message = 30 seconds) sent to 500 contacts in France would consume 10,000 Messaging Credits (500 contacts * 30 seconds = 250 minutes of calls * 40 Messaging Credits per European Voice Call).
- SMS Notification (containing 200 GSM characters) sent to 250 contacts in India and 2000 contacts in the United States would consume 35,000 Messaging Credits (250 contacts * 2 Notifications/contact * 30 Messaging Credits per Asian SMS message = 15,000 Messaging Credits) + (2000 contacts * 2 Notifications/contact * 5 Messaging Credits per US SMS message = 20,000 Messaging Credits)

System Inclusion Sheet may be updated by Everbridge with at least thirty (30) days' prior written notice to Client via the Everbridge Client Portal. For a full product description, along with best practices and product details please see the Everbridge User Guide and Everbridge University.



CITY OF COLUMBIA

Columbia – Richland 9-1-1

Communications

1800 Laurel St | Columbia, South Carolina 29201

Phone: 803-988-8005 Fax: 803-255-8139

TO: Teresa B. Wilson, City Manager

FROM: Jacquelyn Richburg, 911 Interim Director

RE: 2021/2022 Everbridge Emergency Notification System Renewal Service Agreement

Please find attached for your review and approval in reference to the 2021/2022 Everbridge Emergency Notification System Renewal Service agreement between the City of Columbia and Everbridge Systems.

This agreement will continue service through August 31, 2022 and is jointly funded (50/50 split) with Richland County:

City Account 1012701	Object Code 638200	\$44,948.92
County Account 2082702	Object Code 638200	\$44,948.93
Total Cost: \$89,897.85		

Thank you for your consideration on this matter,

Jacquelyn Richburg, Interim Director

JR/dj



155 North Lake Avenue, Suite 900
Pasadena, CA 91101 USA

tel: +1-818-230-9700
fax: +1-818-230-9505

www.everbridge.com

Quotation

Prepared for:

Heather Collins
City of Columbia
City of Columbia Information Technology
1800 Laurel Street
Columbia SC 29217
United States
Ph: (803) 413-8647
Fax:
Email: heather.collins@columbiasc.gov

Quote #: Q-71827
Date: 7/27/2021
Expires On: 8/27/2021
Confidential

Salesperson: Bridget Sarris
Phone:
Email: bridget.sarris@everbridge.com

Contract Summary Information:

Contract Period:	12 Months
Contract Start Date:	9/1/2021
Contract End Date:	8/31/2022

Contact Summary:

Household Count:	145,000
Employee Count:	5,000

Qty	Description	Price
1	Mass Notification Base	USD 77,738.75
1	Smart Weather Alerting (includes 1 location in base weather subscription)	USD 5,500.00

Pricing Summary:

Year One Fees:	USD 83,238.75
One-time Implementation and Setup Fees:	USD 0.00
Professional Services:	USD 0.00
Total Year One Fees Due:	USD 83,238.75

Messaging Credit Amount:

Year One Credit:	10,000,000
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1. Quote subject to the terms and conditions of the Master Services Agreement, including any amendments, executed between Everbridge, Inc. and the customer listed above.
2. Messaging Credits listed above can be used for Notifications and expire at the end of each year. Consumption of Messaging Credits in excess of these amounts in any year will incur additional charges
3. Subject to sales taxes where applicable.
4. Except for currency designation, the supplemental notes below, if any, supplied in this Quote are for informational purposes and not intended to be legally binding or override negotiated language of the Everbridge Inc. Master Service Agreement.

Authorized by Everbridge:

Signature: _____

Date: _____

Name (Print): _____

Title: _____

To accept this quote, sign, date and return:

Signature: Teresa Wilson

Date: 8/4/2021

Name (Print): Teresa Wilson

Title: City Manager

APPROVED AS TO FORM

[Signature]
Legal Department City of Columbia, SC

8/3/2021

155 North Lake Avenue, Suite 900
Pasadena, CA 91101 USA
Tel: +1-818-230-9700
Fax: +1-818-230-9505

THANK YOU FOR YOUR BUSINESS!



We Are Columbia

MEETING DATE: August 17, 2021

DEPARTMENT: Procurement and Contracts

FROM: Sandra Middleton, Purchasing Agent

SUBJECT: Council is asked to approve the Renewal of Kronos Workforce Annual Subscription and Equipment Support Services, as requested by the Budget & Program Management Office. Award to Kronos Inc. in the amount of \$176,255.54. This vendor is located in Chelmsford, MA.

REQUISITION NO.: R211502

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: Program Management Office - Cloud Based Software Solutions (6218950-632170). The original budget amount is \$176,255.54.

CLEAN WATER 2020?: No

Sec. 2-204. (7) - 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: Procurement of information technology.

Kronos Incorporated	
Equipment Support Services	\$43,715.49
Educational Services	\$5,979.17
Kronos Renewal	\$117,186.00
Taxes	\$9,374.88
Total	\$176,255.54

ATTACHMENTS:

- **#a:** Kronos Quote (PDF)

Quote#: Q-75467
Expires: 06/26/2021**RENEWAL ORDER FORM**Order Type: Renewal
Date: 07/13/2021Bill To: THE CITY OF COLUMBIA
PO BOX 147
COLUMBIA, SC 29217 USAShip To: CITY OF COLUMBIA
1737 MAIN ST
COLUMBIA, SC 29201 USA

Bill To Contact:

Payment Terms: Net 30 Days
Customer PO Number:
Renewal Term: 12 months
Billing Frequency: Annual
Billing Type: AdvanceCurrency: USD
Solution ID: 6109747**Contract Summary**Contract Period Start Date: 9/25/2021 12:00:00 AM
Contract Period End Date: 9/24/2022 12:00:00 AM**Total Price: \$116,512.01**

The Total Price is the total billable amount (pre-tax) for the contract period listed above.

Annualized Contract Value: \$117,186.00

The Annualized Contract Value is the value of the contract if all services are priced for 365 days. The Annualized Contract Value does not include estimated tax. Please note that this quote may include services priced for prorated periods.



R211502

SaaS Application

Product Name	Duration	Quantity	Monthly Total	Total Price
WORKFORCE EMPLOYEE V8 SAAS	12	200	USD 0.00	USD 0.00
WORKFORCE MOBILE EMPLOYEE V8 SAAS	12	200	USD 0.00	USD 0.00
WORKFORCE TIMEKEEPER V8 SAAS	12	200	USD 944.32	USD 11,331.84
WORKFORCE EMPLOYEE V8 SAAS	12	1,350	USD 0.00	USD 0.00
WORKFORCE TIMEKEEPER V8 SAAS	12	2,450	USD 8,457.24	USD 101,486.86
WORKFORCE MANAGER V8 SAAS	12	20	USD 0.00	USD 0.00
WORKFORCE MANAGER V8 SAAS	12	350	USD 0.00	USD 0.00
WORKFORCE ABSENCE MANAGER V8 SAAS	12	200	USD 270.40	USD 3,244.80
WORKFORCE ABSENCE MANAGER V8 SAAS	12	2,450	USD 0.00	USD 0.00
KRONOS ENTERPRISE ARCHIVE V8 SAAS	12	200	USD 33.28	USD 399.36
KRONOS ENTERPRISE ARCHIVE V8 SAAS	12	2,450	USD 0.00	USD 0.00
WORKFORCE INTEGRATION MANAGER V8 SAAS	12	200	USD 0.00	USD 0.00
WORKFORCE INTEGRATION MANAGER V8 SAAS	12	2,450	USD 0.00	USD 0.00
WORKFORCE INTEGRATION MANAGER V8 TO TELESTAFF SAAS	12	1	USD 0.00	USD 0.00
WORKFORCE MOBILE MANAGER V8 SAAS	12	20	USD 0.00	USD 0.00
WORKFORCE ACTIVITIES V8 SAAS	12	50	USD 65.00	USD 49.15
Total Price				USD 116,512.01

THE CITY OF COLUMBIA

Kronos Incorporated

Signature: _____

Signature: Elaine Tellier

Name: _____

Name: Elaine Tellier

Title: _____

Title: Sr Business Process Analyst

Effective Date: _____

Effective Date: 7/13/2021

Invoice amount will reflect deposit received. All professional services are billed as delivered with payment due, in accordance with the Payment Term set out in this Order Form. Unless otherwise indicated above, this order is subject to the relevant Kronos Terms and Conditions executed between the parties. THIS ORDER IS SUBJECT TO APPLICABLE TAXES. THE ACTUAL TAX AMOUNT TO BE PAID BY CUSTOMER WILL BE SHOWN ON CUSTOMER'S INVOICE. Shipping and handling charges will be reflected on the final invoice. The Monthly Price on this Order Form has been rounded to two decimal places for display purposes. As many as eight decimal places may be present in the actual price. Due to the rounding calculations, the actual price may not display as expected when displayed on your Order Form. Nonetheless, the actual price on your invoice is the true and binding total for this order for purposes of amounts owed for the term. If you are tax exempt; please provide a copy of your "Tax Exempt Certificate" with your signed quote.



R 211502

Support Services Quote

Page 1 of 2

Payment Terms: Net 30 Days
Currency: USD
Customer PO Number:

Quote Type: Renewal
Customer: CITY OF COLUMBIA
Solution ID: 6109747
Contract #: 1190570 R31-MAY-21
Date: 01-JUN-2021
Prepared by: Deborah Murphy / US PublicSector3

Bill To: THE CITY OF COLUMBIA
 PO BOX 147
 COLUMBIA SC 29217
 UNITED STATES

Ship To: CITY OF COLUMBIA
 1136 WASHINGTON ST
 2ND FL, SUITE 202/204
 COLUMBIA SC 29201-6217
 UNITED STATES

Contact: SYLVIA WHITE
Email: swhite@columbiasc.net

CONTRACT SUMMARY

Contract Period: 28-SEP-2021 - 27-SEP-2022

Description	Support Services	Estimated Tax	Subtotal
Equipment Support Services	43,715.49	0.00	43,715.49
Educational Services	5,979.17	0.00	5,979.17
Total	49,694.66	0.00	49,694.66

Annualized Contract Value: 49,694.66

The Annualized Contract Value is the value of the contract if all services are priced for 365 days. The Annualized Contract Value does not include estimated tax. Please note that this quote may include services priced for prorated periods.

IMPORTANT NOTES

This order entered into between the Customer and Kronos Incorporated is subject to the terms and conditions of the Master Agreement Reference #18220 dated March 18th, 2019 between the Lead Agency (acting as "Owner") and Kronos Incorporated (as the "Contractor") (referred to as the "US Communities Agreement #18220").

Support Services are subject to applicable taxes. The tax amount shown on this quote is only an estimate. The actual tax due will be reflected on the invoice.

THE CITY OF COLUMBIA

Signature: _____

Name: _____

Title: _____

Date: _____

KRONOS INCORPORATED

Signature: Mary Figueira

Name: Mary Figueira

Title: Contract Administrator IV

Date: 7/13/21



R 211502

15.a

Support Services Quote

Page 2 of 2

Payment Terms: Net 30 Days
Currency: USD
Customer PO Number:

Quote Type: Renewal
Customer: CITY OF COLUMBIA
Solution ID: 6109747
Contract #: 1190570 R31-MAY-21
Date:
Prepared by: Deborah Murphy / US PublicSector3

Bill To: THE CITY OF COLUMBIA
PO BOX 147
COLUMBIA SC 29217
UNITED STATES

Ship To: CITY OF COLUMBIA
1136 WASHINGTON ST
2ND FL, SUITE 202/204
COLUMBIA SC 29201-6217
UNITED STATES

Contact: DEFAULT EMAIL CONTACT
Email: accounts payable@columbiasc.net

EQUIPMENT SUPPORT SERVICES

Line	Support Service Level	Covered Product	Quantity	Start Date	End Date	Duration (days)
1	Depot Exchange	Data Collection: InTouch	91	28-SEP-2021	27-SEP-2022	365
2	Depot Exchange	Options: InTouch	91	28-SEP-2021	27-SEP-2022	365

	Support Services	Estimated Tax	Subtotal
Equipment Support Services	43,715.49	0.00	43,715.49

EDUCATIONAL SERVICES

Line	Support Service Level	Covered Product	License Count	Start Date	End Date	Duration (days)
1	Ed Services Subscription	KNOWLEDGE PASS		28-SEP-2021	27-SEP-2022	365

	Support Services	Estimated Tax	Subtotal
Educational Services	5,979.17	0.00	5,979.17





We Are Columbia

MEETING DATE: August 17, 2021

DEPARTMENT: Procurement and Contracts

FROM: Sandra Middleton, Purchasing Agent

SUBJECT: Council is asked to approve a 6-month Contract Extension for Professional Janitorial Services, as requested by the Support Services Division. Award to American Facility Services Inc., located in Alpharetta, GA, in an amount not to exceed \$161,652.00 and Goodwill Industries, located in Greenville, SC, in an amount not to exceed \$95,865.90, for a total amount not to exceed \$257,517.90.

REQUISITION NO.: R211685 & R211950

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: Support Services Public Building - Maintenance & Service Contract (5511219-638200) \$47,010; General Support Services - Maintenance & Service Contract (1011201-638200) \$59,069.40; Utilities Columbia Canal WTP - Maintenance & Service Contract (5516206-638200) \$12,426.00; Police Administrative Services - Maintenance & Service Contract (1012402-638200) \$77,078.40; Emergency Communications/911 - Maintenance & Service Contract (1012701-638200) \$3,900.00; Streets-Storm Drains - Maintenance & Service Contract (5534203-638200) \$27,619.00; Purchasing - Maintenance & Service Contract (6228959-638200) \$11,070.00; Parking Operations - Maintenance & Service Contract (5312413-638200) \$3,287.46; Employee Health Center - Maintenance & Service Contract (6048920-638200) \$2,289.36; Utilities Metro Wastewater Plant - Maintenance & Service Contract (5516208-638200) \$17,759.28. The original budget amount is \$257,517.90.

CLEAN WATER 2020?: No

FOCUS AREAS: Economic Prosperity - Endless Possibilities

Contractor	Annual Cost
Goodwill Industries	\$95,865.90
American Facility Services	\$161,652.00

Total:	\$257,517.90

ATTACHMENTS:

- **#a:** American Facility Services Contract (PDF)
- **#b:** Goodwill Contract (PDF)

City of Columbia and American Facility Services
Professional Janitorial Services



CONTRACT FOR SERVICES

This Contract is being extended under procurement method BID053-14-15
Professional Janitorial Services.

PURPOSE – This Contract is entered into as of the date of the last signature affixed hereto, by and between the City of Columbia, South Carolina (hereinafter referred to as the “City”) and American Facility Services, with legal address and principal place of business 1325 Union Hill Industrial Ct., Alpharetta, GA 30004 (hereinafter referred to as the “Contractor”), to provide Professional Janitorial Services.

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

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

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

3. **TERM OF CONTRACT** – The term of the Contract is the date of the execution of this Award or a Notice to Proceed and a valid Purchase Order from the City of Columbia until December 31, 2021. All prices will remain in effect throughout the term of any potentially awarded contract.

City of Columbia and American Facility Services
Professional Janitorial Services

The Contractor agrees that the Services shall be prosecuted regularly, diligently and uninterruptedly and at such rate of progress as will insure full completion thereof within the period of performance stated above. It is expressly understood and agreed, by and between Contractor and Owner, that the period of performance is reasonable for the completion of the services outlined herein.

The decision whether to extend the Contract, upon written request, shall be the sole and exclusive discretion of the City and neither party shall be under any obligation to agree to an extension of the initial term or any additional term. All terms and conditions stated in the solicitation remain in effect.

Assurance: The Contractor agrees that the solicitation and all subsequent Contract Document(s) are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for the successful performance of the services specified herein.

4. **SCHEDULE FOR COMPLETION OF SERVICES** – The Contractor shall complete any and all services performed under this Contract under the direction of the City of Columbia.

5. **COMPENSATION** –

A. The compensation to be paid by the City to the Contractor under this Agreement, for Professional Janitorial Services, shall not exceed the current rate of \$161,652.00 (tax included) for the six (6) month term, ending December 31, 2021.

B. The Contractor shall be paid upon submission of properly certified invoices to the City of Columbia Accounting Division, P.O. Box 147, Columbia, S.C. 29217. At the prices stipulated on the contract at the time the order is placed, after delivery and acceptance of goods, less deductions if any, as provided, invoices shall contain the Contract Number and Purchase Order Number. The City of Columbia will not pay invoices submitted from a third party. Invoices shall be submitted by the company shown on the Purchase Order.

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

City of Columbia and American Facility Services
Professional Janitorial Services

6. SPECIFIC TERMS AND CONDITIONS PURSUANT TO BID053-14-15 Professional Janitorial Services

Contractor agrees, under the terms as outlined in the Scope of Services and at his/her/their own proper cost and expense, to furnish all the materials, supplies, equipment, labor, insurance and any other accessories, items and/or services necessary to complete the said project.

As applicable, the following additional Contract Documents combined with this contractual agreement, comprises the Contract between the Owner and Contractor and are incorporated by reference to this agreement:

1. Extension Letter
2. This Contract.

7. MISCELLANEOUS

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

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

- D. In the event there are any disagreements between the City and the Contractor with regard to any of the requirements, specifications or interpretation of this Agreement, the Contractor agrees to defer to the reasonable interpretations of the City as, from time to time, may be made by the City. Ambiguities in the terms of this Agreement, if any, shall not be construed against the City.
- E. This Agreement shall be construed in accordance with the laws and City of Columbia Code of Ordinances and those of the State of South Carolina. The Contractor agrees to subject itself to the jurisdiction and venue of the courts of Richland or Lexington County, State of South Carolina as to all matters and disputes arising or to arise under this

City of Columbia and American Facility Services
Professional Janitorial Services

Agreement and the performance thereof. The City may seek attorney's fees and the Contractor agrees to pay such fees as awarded by the Court or other body. No attorney's fees may be sought by, nor will be paid to, the Contractor.

- F. This Agreement represents the entire agreement between the City and the Contractor and supersedes all prior communications, negotiations, representations or agreements, either written or oral. The parties may amend this Agreement at any time provided that such Amendments are executed in writing, signed by a duly authorized representative of both organizations, and approved, where applicable, by the City's governing body.

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

- G. The failure of either the Contractor or the City to insist upon the strict performance of any provision of this Agreement shall not be deemed to be a waiver of the right to insist upon strict performance of such provision or of any other provision of this Agreement at any time. Partial payment by the City shall not be construed as a waiver. Waiver of any breach of this Agreement shall not constitute waiver of a subsequent breach.
- H. In the event any provision of this Agreement is determined to be void or unenforceable, all other provisions shall remain in full force and effect.
- I. This Agreement is subject to City Council approval.
- J. The Contractor acknowledges, for itself and its Subcontractor, that it is subject to the provisions of the 1991 Ethics Reform Act (8-13-100, et seq, South Carolina Code of Laws, 1976, as amended). Under this Act, "A person may not, directly or indirectly, give, offer, or promise anything of value to a public official, public member, or public employee with intent to:
1. influence the discharge of a public official's, public member's, or public employee's official responsibilities;
 2. influence a public official, public member, or public employee to commit, aid in committing, collude in, or allow fraud on a governmental entity; or,

City of Columbia and American Facility Services
Professional Janitorial Services

3. induce a public official, public member, or public employee to perform or fail to perform an act in violation of the public official's, public member's, or public employee's official responsibilities.

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

- K. In carrying out the service, the Contractor shall not discriminate against any employee or applicant for employment because of that employee or applicant's age, sex, gender, gender identity or expression, sexual orientation, race, religion, creed, color, disability, national origin, veteran or military status, political affiliation, or any other characteristic protected by federal, state, or local laws ("protected characteristic"). The Contractor shall take affirmative steps to ensure equal employment opportunities for all applicants for employment, without regard to their protected characteristics. For the purpose of this Non-Discrimination in Contracting Policy, the term "sex" includes medical needs and / or lactation needs arising from pregnancy, childbirth, or related medical conditions pursuant to the South Carolina Pregnancy Accommodations Act, 2018 S.C. Act No. 244. This Non-Discrimination in Contracting Policy extends to all aspects of the Contractor operations, including, but not limited to the Contractor employment practices (including selection, hiring, assignment, re-assignment, training, promotion, transfer, compensation, layoff, leave of absence, return from layoff or leave of absence, discipline, and termination); selection of volunteers and vendors, and provision of services. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the government setting forth the provisions of this Non-Discrimination in Contracting Policy. The Contractor shall incorporate the provisions of this Non-Discrimination in Contracting Policy in all subcontracts for service work.
- L. This Agreement shall be binding upon the respondent and upon its successors and assignees. This Agreement shall be binding upon the City in accordance with its terms and provisions.
- M. All of the reports, information, data, records or documents of any kind, prepared or assembled by the 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.

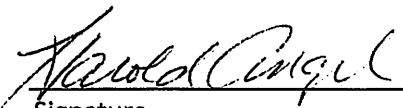
City of Columbia and American Facility Services
Professional Janitorial Services

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

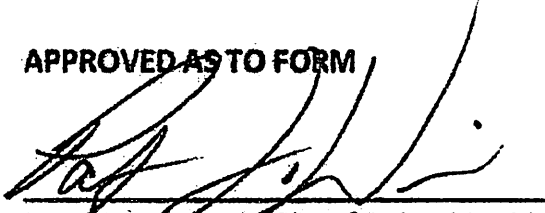
CITY OF COLUMBIA, SOUTH CAROLINA

Witness Teresa Wilson, City Manager Date: _____

American Facility Services

Harold Angel  Date: 7/2/21
Print Signature

APPROVED AS TO FORM



Legal Department City of Columbia, SC

7/2/2021

City of Columbia and Goodwill Industries
Professional Janitorial Services



CONTRACT FOR SERVICES

This Contract is being extended referencing BID053-14-15-Professional Janitorial Services.

PURPOSE – This Contract is entered into as of the date of the last signature affixed hereto, by and between the City of Columbia, South Carolina (hereinafter referred to as the “City”) and Goodwill Industries, with legal address and principal place of business 115 Haywood Road, Greenville, SC 29607(hereinafter referred to as the “Contractor”), to provide Professional Janitorial Services.

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

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

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

3. **TERM OF CONTRACT** – The term of the Contract is the date of the execution of this Award or a Notice to Proceed and a valid Purchase Order from the City of Columbia until December 31, 2021. All prices will remain in effect throughout the term of any potentially awarded contract.

City of Columbia and Goodwill Industries
Professional Janitorial Services

The Contractor agrees that the Services shall be prosecuted regularly, diligently and uninterruptedly and at such rate of progress as will insure full completion thereof within the period of performance stated above. It is expressly understood and agreed, by and between Contractor and Owner, that the period of performance is reasonable for the completion of the services outlined herein.

The decision whether to extend the Contract, upon written request, shall be the sole and exclusive discretion of the City and neither party shall be under any obligation to agree to an extension of the initial term or any additional term. All terms and conditions stated in the solicitation remain in effect.

Assurance: The Contractor agrees that the solicitation and all subsequent Contract Document(s) are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for the successful performance of the services specified herein.

4. **SCHEDULE FOR COMPLETION OF SERVICES** – The Contractor shall complete any and all services performed under this Contract under the direction of the City of Columbia.

5. **COMPENSATION** –

- A. The compensation to be paid by the City to the Contractor under this Agreement, for Professional Janitorial Services, shall not exceed the current rate of \$95,865.90 (tax included) for the six (6) month term, ending December 31, 2021.
- B. The Contractor shall be paid upon submission of properly certified invoices to the City of Columbia Accounting Division, P.O. Box 147, Columbia, S.C. 29217. At the prices stipulated on the contract at the time the order is placed, after delivery and acceptance of goods, less deductions if any, as provided, invoices shall contain the Contract Number and Purchase Order Number. The City of Columbia will not pay invoices submitted from a third party. Invoices shall be submitted by the company shown on the Purchase Order.

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

City of Columbia and Goodwill Industries
Professional Janitorial Services

6. SPECIFIC TERMS AND CONDITIONS PURSUANT TO BID053-14-15 Professional Janitorial Services

Contractor agrees, under the terms as outlined in the Scope of Services and at his/her/their own proper cost and expense, to furnish all the materials, supplies, equipment, labor, insurance and any other accessories, items and/or services necessary to complete the said project.

As applicable, the following additional Contract Documents combined with this contractual agreement, comprises the Contract between the Owner and Contractor and are incorporated by reference to this agreement:

1. Extension Letter
2. This Contract.

7. MISCELLANEOUS

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

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

- D. In the event there are any disagreements between the City and the Contractor with regard to any of the requirements, specifications or interpretation of this Agreement, the Contractor agrees to defer to the reasonable interpretations of the City as, from time to time, may be made by the City. Ambiguities in the terms of this Agreement, if any, shall not be construed against the City.
- E. This Agreement shall be construed in accordance with the laws and City of Columbia Code of Ordinances and those of the State of South Carolina. The Contractor agrees to subject itself to the jurisdiction and venue of the courts of Richland or Lexington County, State of South Carolina as to all matters and disputes arising or to arise under this

City of Columbia and Goodwill Industries
Professional Janitorial Services

Agreement and the performance thereof. The City may seek attorney's fees and the Contractor agrees to pay such fees as awarded by the Court or other body. No attorney's fees may be sought by, nor will be paid to, the Contractor.

- F. This Agreement represents the entire agreement between the City and the Contractor and supersedes all prior communications, negotiations, representations or agreements, either written or oral. The parties may amend this Agreement at any time provided that such Amendments are executed in writing, signed by a duly authorized representative of both organizations, and approved, where applicable, by the City's governing body.

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

- G. The failure of either the Contractor or the City to insist upon the strict performance of any provision of this Agreement shall not be deemed to be a waiver of the right to insist upon strict performance of such provision or of any other provision of this Agreement at any time. Partial payment by the City shall not be construed as a waiver. Waiver of any breach of this Agreement shall not constitute waiver of a subsequent breach.
- H. In the event any provision of this Agreement is determined to be void or unenforceable, all other provisions shall remain in full force and effect.
- I. This Agreement is subject to City Council approval.
- J. The Contractor acknowledges, for itself and its Subcontractor, that it is subject to the provisions of the 1991 Ethics Reform Act (8-13-100, et seq, South Carolina Code of Laws, 1976, as amended). Under this Act, "A person may not, directly or indirectly, give, offer, or promise anything of value to a public official, public member, or public employee with intent to:
1. influence the discharge of a public official's, public member's, or public employee's official responsibilities;
 2. influence a public official, public member, or public employee to commit, aid in committing, collude in, or allow fraud on a governmental entity; or,

City of Columbia and Goodwill Industries
Professional Janitorial Services

3. induce a public official, public member, or public employee to perform or fail to perform an act in violation of the public official's, public member's, or public employee's official responsibilities.

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

- K. In carrying out the service, the Contractor shall not discriminate against any employee or applicant for employment because of that employee or applicant's age, sex, gender, gender identity or expression, sexual orientation, race, religion, creed, color, disability, national origin, veteran or military status, political affiliation, or any other characteristic protected by federal, state, or local laws ("protected characteristic"). The Contractor shall take affirmative steps to ensure equal employment opportunities for all applicants for employment, without regard to their protected characteristics. For the purpose of this Non-Discrimination in Contracting Policy, the term "sex" includes medical needs and / or lactation needs arising from pregnancy, childbirth, or related medical conditions pursuant to the South Carolina Pregnancy Accommodations Act, 2018 S.C. Act No. 244. This Non-Discrimination in Contracting Policy extends to all aspects of the Contractor operations, including, but not limited to the Contractor employment practices (including selection, hiring, assignment, re-assignment, training, promotion, transfer, compensation, layoff, leave of absence, return from layoff or leave of absence, discipline, and termination); selection of volunteers and vendors, and provision of services. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the government setting forth the provisions of this Non-Discrimination in Contracting Policy. The Contractor shall incorporate the provisions of this Non-Discrimination in Contracting Policy in all subcontracts for service work.
- L. This Agreement shall be binding upon the respondent and upon its successors and assignees. This Agreement shall be binding upon the City in accordance with its terms and provisions.
- M. All of the reports, information, data, records or documents of any kind, prepared or assembled by the 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.

City of Columbia and Goodwill Industries
Professional Janitorial Services

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

CITY OF COLUMBIA, SOUTH CAROLINA

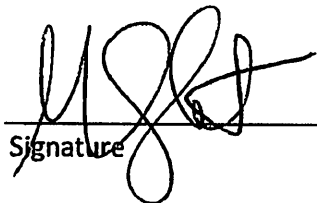
Witness

Teresa Wilson, City Manager

Date: _____

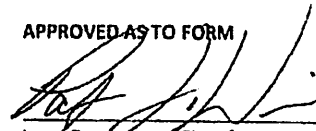
Goodwill Industries

Melanie Gearhart
Print


Signature

Date: 7/16/2021

APPROVED AS TO FORM


Legal Department, City of Columbia, SC
7/17/2021



We Are Columbia

MEETING DATE: August 17, 2021

DEPARTMENT: Procurement and Contracts

FROM: *Sandra Middleton, Purchasing Agent*

SUBJECT: Council is asked to approve a Contract for Citywide Uniform Rental Services for a term of one year, as requested by the Procurement and Contracts Department. Award to UniFirst Corporation, using the National Joint Powers Alliance Contract in the amount of \$480,000.00. This firm is located in Lexington, SC.

REQUISITION NO.: R212319

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: Supplies - Uniforms and Clothing (6208956-624100). The original budget amount is \$480,000.00.

CLEAN WATER 2020?: No

FOCUS AREAS: Economic Prosperity - Endless Possibilities

Sec. 2-204.-Item (10) - Competitive sealed bidding required; exceptions. All city contracts shall be awarded by competitive sealed bidding except the following as determined pursuant to definitions and standards set by regulations, or except as otherwise provided in this article: When purchasing through cooperative purchasing.

ATTACHMENTS:

- **#a:** Unifirst Contract (PDF)
- **#b:** NJPA Contract (PDF)

City of Columbia and Unifirst
Employee Uniform Rental Service



CONTRACT FOR SERVICES

This Contract is being awarded referencing NJPA Contract#040920-UFC Employee Uniforms.

PURPOSE – This Contract is entered into as of the date of the last signature affixed hereto, by and between the City of Columbia, South Carolina (hereinafter referred to as the “City”) and Unifirst, with legal address and principal place of business at 477 Industrial Drive Lexington, SC 29072 (hereinafter referred to as the “Contractor”), to provide Uniform Rental Services.

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

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

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

3. **TERM OF CONTRACT** – The term of the Contract is the date of the execution of this Award or a Notice to Proceed and a valid Purchase Order from the City of Columbia until June 30, 2022. All prices will remain in effect throughout the term of any potentially awarded contract.

The Contractor agrees that the Services shall be prosecuted regularly, diligently and uninterruptedly and at such rate of progress as will insure full completion thereof within the period of performance stated above. It is expressly understood and agreed, by and between

City of Columbia and Unifirst
Employee Uniform Rental Service

Contractor and Owner, that the period of performance is reasonable for the completion of the services outlined herein.

The decision whether to extend the Contract, upon written request, shall be the sole and exclusive discretion of the City and neither party shall be under any obligation to agree to an extension of the initial term or any additional term. All terms and conditions stated in the solicitation remain in effect.

Assurance: The Contractor agrees that the solicitation and all subsequent Contract Document(s) are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for the successful performance of the services specified herein.

4. **SCHEDULE FOR COMPLETION OF SERVICES** – The Contractor shall complete any and all services performed under this Contract under the direction of the City of Columbia.

5. **COMPENSATION** –

- A. The compensation to be paid by the City to the Contractor under this Agreement for Uniform Rental service, shall not exceed \$480,000.00 per year (tax included).
- B. The Contractor shall be paid upon submission of properly certified invoices to the City of Columbia Accounting Division, P.O. Box 147, Columbia, S.C. 29217. At the prices stipulated on the contract at the time the order is placed, after delivery and acceptance of goods, less deductions if any, as provided, invoices shall contain the Contract Number and Purchase Order Number. The City of Columbia will not pay invoices submitted from a third party. Invoices shall be submitted by the company shown on the Purchase Order.

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

6. **SPECIFIC TERMS AND CONDITIONS PURSUANT TO
NJPA CONTRACT #040920-UFC EMPLOYEE UNIFORMS.**

Contractor agrees, under the terms as outlined in the Scope of Services and at his/her/their own proper cost and expense, to furnish all the materials, supplies, equipment, labor, insurance and any other accessories, items and/or services necessary.

City of Columbia and Unifirst
Employee Uniform Rental Service

As applicable, the following additional Contract Documents combined with this contractual agreement, comprises the Contract between the City and Contractor and are incorporated by reference to this agreement:

1. Cooperative Agreement: NJPA Contract #040920-UFC
2. This Contract.

7. MISCELLANEOUS

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

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

- D. In the event there are any disagreements between the City and the Contractor with regard to any of the requirements, specifications or interpretation of this Agreement, the Contractor agrees to defer to the reasonable interpretations of the City as, from time to time, may be made by the City. Ambiguities in the terms of this Agreement, if any, shall not be construed against the City.
- E. This Agreement shall be construed in accordance with the laws and City of Columbia Code of Ordinances and those of the State of South Carolina. The Contractor agrees to subject itself to the jurisdiction and venue of the courts of Richland or Lexington County, State of South Carolina as to all matters and disputes arising or to arise under this Agreement and the performance thereof. The City may seek attorney's fees and the Contractor agrees to pay such fees as awarded by the Court or other body. No attorney's fees may be sought by, nor will be paid to, the Contractor.

City of Columbia and Unifirst
Employee Uniform Rental Service

- F. This Agreement represents the entire agreement between the City and the Contractor and supersedes all prior communications, negotiations, representations or agreements, either written or oral. The parties may amend this Agreement at any time provided that such Amendments are executed in writing, signed by a duly authorized representative of both organizations, and approved, where applicable, by the City's governing body.

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

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

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

- J. The Contractor acknowledges, for itself and its Subcontractor, that it is subject to the provisions of the 1991 Ethics Reform Act (8-13-100, et seq, South Carolina Code of Laws, 1976, as amended). Under this Act, "A person may not, directly or indirectly, give, offer, or promise anything of value to a public official, public member, or public employee with intent to:

1. influence the discharge of a public official's, public member's, or public employee's official responsibilities;
2. influence a public official, public member, or public employee to commit, aid in committing, collude in, or allow fraud on a governmental entity; or,

City of Columbia and Unifirst
Employee Uniform Rental Service

3. induce a public official, public member, or public employee to perform or fail to perform an act in violation of the public official's, public member's, or public employee's official responsibilities.

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

- K. In carrying out the service, the Contractor shall not discriminate against any employee or applicant for employment because of that employee or applicant's age, sex, gender, gender identity or expression, sexual orientation, race, religion, creed, color, disability, national origin, veteran or military status, political affiliation, or any other characteristic protected by federal, state, or local laws ("protected characteristic"). The Contractor shall take affirmative steps to ensure equal employment opportunities for all applicants for employment, without regard to their protected characteristics. For the purpose of this Non-Discrimination in Contracting Policy, the term "sex" includes medical needs and / or lactation needs arising from pregnancy, childbirth, or related medical conditions pursuant to the South Carolina Pregnancy Accommodations Act, 2018 S.C. Act No. 244. This Non-Discrimination in Contracting Policy extends to all aspects of the Contractor operations, including, but not limited to the Contractor employment practices (including selection, hiring, assignment, re-assignment, training, promotion, transfer, compensation, layoff, leave of absence, return from layoff or leave of absence, discipline, and termination); selection of volunteers and vendors, and provision of services. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the government setting forth the provisions of this Non-Discrimination in Contracting Policy. The Contractor shall incorporate the provisions of this Non-Discrimination in Contracting Policy in all subcontracts for service work.
- L. This Agreement shall be binding upon the respondent and upon its successors and assignees. This Agreement shall be binding upon the City in accordance with its terms and provisions.
- M. All of the reports, information, data, records or documents of any kind, prepared or assembled by the 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.

City of Columbia and Unifirst
Employee Uniform Rental Service

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

CITY OF COLUMBIA, SOUTH CAROLINA

Witness
Teresa Wilson, City Manager

Date: _____

CONTRACTOR

Brent Harper
Print
Unifirst

Brent Harper
Signature

Date: 8/3/2021

APPROVED AS TO FORM

[Signature]
Legal Department City of Columbia, SC
7/26/2021

**Solicitation Number: RFP #040920****CONTRACT**

This Contract is between **Sourcewell**, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and **UniFirst Corporation**, 68 Jonspin Road, Wilmington, MA 01860 (Vendor).

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

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

1. TERM OF CONTRACT

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires May 22, 2024, unless it is cancelled sooner pursuant to Article 24. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.
- C. **SURVIVAL OF TERMS.** Articles 11 through 16 survive the expiration or cancellation of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

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

All purchased Products provided under this Contract must be new/current model. All rented Products provided under this Contract will be new at the time each location is initially installed into service. Vendor may offer close-out or refurbished Products if they are clearly indicated in Vendor's product and pricing list.

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

B. **WARRANTY.** Vendor warrants that all Products and Services furnished are free from liens and encumbrances. All Products will be processed, mended, and finished in accordance with the generally accepted standards of the textile rental industry. Vendor makes no other representations, warranties or conditions, express or implied by law, statutory or otherwise, including, without limitation, the design or condition of the Products, their merchantability or their fitness, capacity or durability for any particular use or purpose, the quality of the Products or workmanship of the Products.

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

3. PRICING

All Products or Services under this Contract will be priced as stated in Vendor's Proposal. The prices stated in Vendor's Proposal are calculated based on a five (5) year contract term commitment. Four (4) year contract term commitments will require a five percent (5%) price increase. Three (3) year contract term commitments will require a ten percent (10%) price increase. All prices submitted are exclusive of any applicable sales taxes. All such sales taxes shall be listed as a separate line item on the underlying invoice and paid directly by UniFirst to the appropriate taxing authority.

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

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

A. **SHIPPING AND SHIPPING COSTS.** All delivered Products must be properly packaged. Damaged Products may be rejected. If the damage is not readily apparent at the time of

delivery, Vendor must permit the Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Products at the time of delivery.

Vendor must arrange for and pay for the return shipment on Products that arrive in a defective or inoperable condition.

Vendor will repair any rental item or reperform any services which do not comport with the Sourcewell's specifications or requirements as set forth in the Contract and issue credits for any Services that do not comport with said specification and/or requirements. The Products are processed and delivered on a weekly basis, each week, continuously throughout the term of the Contract. As such, the applicable warranty period for such rental Products is one (1) week.

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

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

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

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

4. PRODUCT AND PRICING CHANGE REQUESTS

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

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

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

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

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

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

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

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

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Products or Services under this Contract, a Participating Entity must clearly indicate to Vendor that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Vendor.

Typically, a Participating Entity will enter into a local service contract directly with Vendor. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration of this Contract; however, Vendor performance, Participating Entity payment, and any applicable warranty periods or other Vendor or Participating Entity obligations may extend beyond the term of this Contract.

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

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

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

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

E. **TERMINATION OF ORDERS.** Participating Entities may terminate their local service contract, in whole or in part, subject to its terms and conditions, upon notice to Vendor in the event of any of the following events:

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

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

7. CUSTOMER SERVICE

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

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

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

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

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

The Report must contain the following fields:

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

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Vendor will pay an administrative fee to Sourcewell on all Products and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing.

Vendor may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Vendor will submit a check payable to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Products and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Sourcewell-assigned contract number in the memo and must be mailed to the address above "Attn: Accounts Receivable." Payments must be received no later than 45 calendar days after the end of each calendar quarter.

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

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

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

10. ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

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

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

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

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

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

11. LIABILITY

Vendor will indemnify, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees, arising out of its negligence or willful misconduct in the performance of this Contract by the Vendor or its agents or employees.

12. AUDITS

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

13. GOVERNMENT DATA PRACTICES

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

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

14. INDEMNIFICATION

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

15. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:

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

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

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

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

16. GOVERNING LAW, JURISDICTION, AND VENUE

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

17. FORCE MAJEURE

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

18. SEVERABILITY

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

19. PERFORMANCE, DEFAULT, AND REMEDIES

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

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

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

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

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

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

20. INSURANCE

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

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

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

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

Minimum limits:

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

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

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

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

Minimum Limits:

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

\$1,000,000 Personal and Advertising Injury

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

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Vendor will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

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

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

Minimum Limits:

\$2,000,000

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

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

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

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

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

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

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

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

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

21. COMPLIANCE

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

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

22. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Vendor certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Vendor declares bankruptcy, Vendor must immediately notify Sourcewell in writing.

Vendor certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs

operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Vendor further warrants that it will provide immediate written notice to Sourcwell if this certification changes at any time.

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

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

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

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work

Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Vendor must be in compliance with all applicable Davis-Bacon Act provisions.

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

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

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Vendor certifies that during the term of this Contract will comply with applicable requirements as referenced above.

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

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

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

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

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

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

also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents.

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

24. CANCELLATION

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

Sourcewell
DocuSigned by:
By: Jeremy Schwartz
C0FD2A139D06489...
Jeremy Schwartz
Title: Director of Operations &
Procurement/CPO

Date: 6/18/2020 | 12:51 PM CDT

UniFirst Corporation
DocuSigned by:
By: David M. Katz
C1504866F1CF420...
David M. Katz
Title: Vice President Sales & Marketing

Date: 6/18/2020 | 12:07 PM CDT

Approved:
DocuSigned by:
By: Chad Coauette
7E42B8F817A64CC...
Chad Coauette
Title: Executive Director/CEO

Date: 6/18/2020 | 12:52 PM CDT

RFP 040920 - Uniforms with Related Products and Services

Vendor Details

Company Name: UniFirst Corporation
68 Jonspin Rd
Address: Wilmington, MA 01887
Contact: Jesse Daggett
Email: jesse_daggett@unifirst.com
Phone: 903-279-1442
HST#:

Submission Details

Created On: Thursday February 20, 2020 09:21:55
Submitted On: Thursday April 09, 2020 15:36:34
Submitted By: Robert Crossley
Email: Robert_Crossley@unifirst.com
Transaction #: 2cb92d0d-ebf9-4035-9d00-4471a5f74575
Submitter's IP Address: 207.126.196.16



We Are Columbia

MEETING DATE: August 17, 2021

DEPARTMENT: Procurement and Contracts

FROM: Sandra Middleton, Purchasing Agent

SUBJECT: Council is asked to approve Contract Amendment #2 to an Engineering Agreement for Project WM4484; Water Valve and Hydrant Survey, as requested by Columbia Water. Award to Chao and Associates, Inc., a Minority Business Enterprise, to increase the price per asset for the expanded scope of services in an amount not to exceed \$759,761.71 as previously approved by City Council on December 3, 2019. The firm is located in Columbia, SC.

REQUISITION NO.: R211661

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: Utilities Water Distribution and Maintenance - Maintenance and Service Contract (5516203-WM4484-638200).

CLEAN WATER 2020?: No

FOCUS AREAS: Innovative & High Quality Municipal Services

Contract Amendment #2 is an administrative modification regarding a revised price per asset for Water Valve Survey and Fire Hydrant Survey.

Current Proposed Change and Basis for Payment:

Original Contract Amount (Term January 2, 2020 to June 30, 2021; Purchase Order# P182069):	\$759,761.71
Amendment #1 (Time Extension July 1, 2021 to June 30, 2022; Purchase Order# P182069):	\$00.00
Current Contract Amount:	\$759,761.71
This Contract Amendment #2 (Administrative Change; Purchase Order# R211661):	\$00.00
Revised Contract Amount:	\$759,761.71

ATTACHMENTS:

- **#a:** CA#2 WM4484 Water Valve and Hydrant Survey (PDF)
- **#b:** Memo WM4484 Admendment 21 22 (PDF)

Contract Amendment #2

**WM4484 Water Valve and Hydrant Survey
RFP002-19-20
Chao and Associates, Incorporated**

July 16, 2021

Description of Change: Request change in Agreement for Engineering Services between the City of Columbia (City) and Chao and Associates, Incorporated (Engineer) executed December 17, 2019 (Agreement) to modify the contract, Exhibit C – *Compensation*, Cost Proposal for Item # 1 Water Valve Survey and Item #2 Fire Hydrant Survey, to accept revised price per asset as indicated in the Contractor's proposal attached hereto.

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

Current and Proposed Change and Basis for Payment:

Original Contract Amount (Term January 2, 2020 to June 30, 2021; Purchase Order# P182069:	\$759,761.71
Amendment #1 (Time Extension July 1, 2021 to June 30, 2022; Purchase Order# P182069:	\$00.00
Current Contract Amount:	\$759,761.71
This Contract Amendment #2 (Administrative Change; Purchase Order# R211661:):	\$00.00
Revised Contract Amount:	\$759,761.71

This Change is Acceptable:

Name of Firm

Chao and Associates, Incorporated

C. Jimmy Chao

Print Name

Signature

7/27/2021

Date

City of Columbia

Office of the City Manager

Teresa Wilson, City Manager

Signature

Date

Witness

APPROVED AS TO FORM

 Legal Department City of Columbia, SC
 7/27/2021



April 15, 2021

Mr. Joey Jaco, PE
 Director of Utilities, Columbia Water
 City of Columbia
 1136 Washington Street
 Columbia, SC 29217

Re: Water Valve and Hydrant Survey WM4484
 Contract Extension and Amendment Request

Project Owner: **The City of Columbia (City)**
 Prime Consultant: **Chao and Associates, Inc. (C&A), LBE, SBE and CDBE.**

Dear Mr. Jaco;

First, we would like to say it has been a pleasure working with the City staff on this project over the past year and look forward to continuing assisting the City on this project. We are very interested in having our contract for the above referenced project extended.

Secondly, based upon the experiences of the last year, we would also like to request that the per asset rate for reimbursement be adjusted to equitably compensate Chao for the amount of resources that are being expended per the adjusted scope and procedural changes that were developed and implemented over the past year. These changes were the result of a cooperative effort by all parties involved and were intended to streamline the asset collection and data management and also improve the process of processing missing and damaged assets.

The current fee of **\$29.08 per asset** was sufficient to address the scope of services as understood from the original scope of work. However, as you may know, as this project progressed, there were scope corrections made that were developed as part of a team effort to make the project flow smoother for both the data collectors and the City staff. The resulting scope of services has expanded to include a full review of record drawings furnished by the City prior to field reconnaissance in search of assets and the data management portion of the scope has also expanded to make it easier for both parties, Chao and the City, to better utilize the information. After an internal audit of Chao's actual cost of work for this project over the first three of fourteen proposed areas of interest we feel that a more accurate fee of **\$47.48 per asset** would be sustainable as we move forward. With this adjusted per asset schedule, we



fully expect and commit to the original not-to-exceed amount of \$759,761.71 (Seven Hundred Fifty-Nine Thousand Seven Hundred Sixty One dollars and 71 cents).

This fee increase request is not intended to recoup any financial deficits incurred during the first one- and one-half years of this project. We stand by our original fee and appreciate the opportunity the City has given us to help on this project. We also understand that this was a new endeavor for the City as well and perfecting the project scope and data management procedures was an integral part of improving the process to the benefit of both Chao and the City.

If you should have any questions, please do not hesitate to call us.

Sincerely,
Chao and Associates, Inc.



Gerald A. Lee, PE
Vice President

Cc: Jeremy Yates, City of Columbia Water
Jimmy Chao, Chao and Associates, Inc.
David Chao, Chao and Associates, Inc.
Stephen Green, DESA Inc.



We Are Columbia

MEETING DATE: August 17, 2021

DEPARTMENT: Procurement and Contracts

FROM: Sandra Middleton, Purchasing Agent

SUBJECT: Council is asked to approve an Agreement for Project WM4263; Water Quality Consulting for Fiscal Year 2021/2022 for an initial term of ten months with the option to renew for one additional one-year period effective September 1, 2021, as requested by Columbia Water. Award to Black & Veatch Corporation in the amount of \$75,000.00. The firm is located in Columbia, SC.

REQUISITION NO.: R211892

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: Water Compliance - Consultant Fees Contract (5516230-636700). The original budget amount is \$75,000.00.

BUSINESS PROGRAM: Mentor Protege Program

CLEAN WATER 2020?: No

FOCUS AREAS: Innovative & High Quality Municipal Services

PURPOSE:

This is a Mentor Protégé Program Project. Black & Veatch Corporation is the mentor and will provide water quality consulting services at 80% (\$60,000.00) of the total contract amount. Howard Engineering, Inc., a Minority Business Enterprise (W) located in Marietta, SC is the protégé and will provide electrical & instrumentation and control design engineering services, construction management, water treatment staff training, review of water quality data, and quality control of update report services at 20% (\$15,000.00) of the total contract amount.

There were ten (10) responses to the Category IV Water Treatment Plant Project under solicitation RFQu001-19-20-JAG Major and Minor Water Distribution System and Water Treatment Plant Projects. .

ATTACHMENTS:

- **#a:** Black Veatch.2021.Water Quality Consulting 21-22 WM4263 (PDF)

Black & Veatch Corporation
Water Quality Consulting for Fiscal Year 2021-2022 – WM4263



AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is being awarded under procurement method RFQu001-19-20-JAG Major and Minor Water Distribution System and Water Treatment Plant Projects.

1. **PURPOSE** – This Agreement is entered into as of the date of the last signature affixed hereto, by and between the City of Columbia, South Carolina (hereinafter referred to as the "City") and Black & Veatch Corporation, (hereinafter referred to as the "Engineer"), to provide water quality consulting services for the City of Columbia, SC.

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

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

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

4. **TERM OF AGREEMENT** – This Agreement shall expire, unless terminated earlier provided herein, on June 30, 2022. The term of the Agreement is the date of the

Black & Veatch Corporation
Water Quality Consulting for Fiscal Year 2021-2022 – WM4263

execution of a *Notice to Proceed and a valid Purchase Order from the City of Columbia* with the option to renew or continue with work for one (1) additional one-year period at the mutual pleasure of both parties.

The decision whether to extend the Agreement, upon written request, shall be the sole and exclusive discretion of the City and neither party shall be under any obligation to agree to an extension of the initial term or any additional term. The determination to extend the initial term and any subsequent extension periods may be made no later than 90 days prior to the end date of each period.

5. **SCHEDULE FOR COMPLETION OF SERVICES** – The Engineer shall complete any and all services performed under this Agreement within the timeframes as outlined in Exhibit A, attached hereto.
6. **COMPENSATION** – (See Exhibit B)
 - A. The total compensation to be paid by the City to the Engineer under this Agreement shall not exceed Seventy-Five Thousand Dollars and No/100 (\$75,000.00).
 - B. The Engineer shall submit invoices no more frequently than monthly for services rendered during each phase of the Project. Each invoice submitted must describe the services for which payment is requested, show payment calculations and specify the person(s) rendering such service(s). Engineer must invoice monthly regardless of work being completed during that period. If no work is completed, a zero balance invoice should be submitted. **Each invoice must also clearly identify any portion of the fee invoiced for subcontracted services, including any such services that are specified in the Summary of Proposed Subconsultants shown on Exhibit C hereto.** Each invoice shall bear the signature of the Engineer, whose signature shall certify that the information contained in the invoice is true and accurate and that the invoice amount is currently due and owing. The City will not pay interest or penalty on any past due amount.

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C. Invoicing Procedure

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

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

1. The Engineer is required to pay all Subconsultants and material suppliers for all work that the Subconsultant has satisfactorily completed, no later than twenty (20) calendar days after the Engineer has received payment from the City.
2. In addition, all retainage amounts received from the City by the Engineer must be paid by the Engineer to the Subconsultant no later than fourteen (14) calendar days after the Subconsultant has, in the opinion of the City, or designee, satisfactorily completed its portion of the Work.
3. A delay in or postponement of payment to the Subconsultant or material supplier requires good cause and prior written approval of the City or designee.
4. The Engineer is required to include, in each Subcontract, a clause requiring the use of appropriate arbitration mechanisms or other method to resolve all payment disputes.
5. The City will not pay the Engineer for subsequent work performed unless and until the Engineer ensures that the Subconsultants have been promptly paid for the work they have performed under all previous payment requests, as evidenced by the filing of City lien waivers, canceled checks (if requested), and the Engineer's sworn statement that it has complied with the prompt payment requirements. The Engineer must submit a Prompt Payment Affidavit, Subconsultant list that

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identifies each Subconsultant (both Disadvantaged Business Enterprises (DBEs) and non-DBEs) including Subcontract values and the date and amount of the last payment to such Subconsultant(s). That documentation must be provided with every payment request submitted to the City, except for the first payment request.

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

E. Affirmative Action Procurement and Contracting Goals:

It is the goal of the City of Columbia, SC to maximize opportunities for historically Disadvantaged Business Enterprises (DBEs) including, but not limited to, Small Business Enterprises (SBEs), Minority Business Enterprises (MBEs), and Women-Owned Business Enterprises (WBEs). The City has implemented an overall citywide 15% goal to encourage socially and economically disadvantaged business participation. This goal extends to bidders, contractors, Subconsultants and suppliers on its procurement and contracting offerings.

Additional information on the City's affirmative action goals and objectives may be obtained by contacting the following office: City of Columbia Office of Business Opportunities, 1401 Main Street, 4th Floor, Columbia, SC 29201, (803) 545-3950.

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

The Engineer must comply with the affirmative action terms and conditions as

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

F. Subcontracting Goals

Under this Agreement, the subcontracting goals are as follows:

SB Goals	<u>N/A</u>	%
MBE	<u>10</u>	%
WBE	<u>10</u>	%
LSA	<u>N/A</u>	%

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

7. **MENTOR-PROTÉGÉ PROGRAM** (<http://www.columbiasc.net/business-outreach/>) - – The City of Columbia encourages, where economically feasible, establishment of mentor-protégé relationships to ensure contracting opportunities for all businesses, including minority / women / small business enterprises. The Mentor-Protégé Program (MPP) helps develop private sector business relationships and enhances the contracting capabilities of minority-owned business enterprises (MBE), women-owned business enterprises (WBE), and small business enterprises (SBE). In order to provide opportunities for growth and to encourage hands-on business relationships, certain capital improvement projects may be designated by the City of Columbia as Mentor-Protégé Program projects. The City of Columbia has determined that participation in the City's Mentor-Protégé Program is required for this project. The MPP goals for this requirement are 20%.

The Engineer must comply with Mentor-Protégé Program Guidelines. The Engineer agrees that the Mentor Protégé Program does not create any third-party beneficiary status or contractual rights and/or duties between the City and the Protégé and that

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the City is not a party to the Implementation Plan. The Engineer agrees that it has or will enter into a separate contractual Agreement with the Protégé to which the City is not a party. The MPP Implementation Plan is attached hereto as Exhibit D.

8. INDEMNIFICATION & INSURANCE

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

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

Workers Compensation Insurance: The Engineer shall procure and shall maintain during the life of this Agreement, Workers Compensation Insurance for all employees to be engaged in work on the project under this Agreement, and in case any work is subcontracted, the Engineer shall require the Subconsultant similarly to provide Worker Compensation Insurance for all of the latter employees to be engaged in such work unless such employees are covered by the protection afforded by the Engineers Worker Compensation Insurance. The Engineer shall not permit any person who is not protected by Workers Compensation Insurance or a properly approved Self-Insured Workers Compensation Program to perform any activity related to this Agreement.

General Liability: The Engineer shall provide to the City evidence of General Liability insurance in an amount not less than One Million Dollars and no/100 (\$1,000,000) per occurrence, and Two Million Dollars and no/100 (\$2,000,000)

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dollars aggregate in accordance with the current Code of Ordinances, City of Columbia, South Carolina, which can be located at www.columbiasc.net.

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

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

- B. The Engineer shall furnish the City with a certificate showing satisfactory proof of carriage of the insurance required hereunder and such insurance shall be approved by the City prior to the Engineer and any Subconsultant of the Engineer commencing any services under this Agreement and this insurance shall remain in effect throughout the term of this Agreement, and any extensions of service. Insurance shall remain in effect for the duration of the project and for a period of one (1) year after completion. The City of Columbia shall be the Certificate Holder and shall be named as an *Additional Insured, except for Worker's Compensation and Professional Liability*.
- C. The Engineer shall indemnify, defend, hold harmless and reimburse the City, its agents, and employees from and against any and all losses, liabilities, expenses, and all claims for damages to the extent caused by the negligence of the Engineer, it's Subconsultants, officers, agents and employees in the performance of any of the obligations under the Agreement. Losses, liabilities, expenses and claims for damages shall include, civil and criminal fines and penalties, bodily injury, death, personal injury, or injury to real or personal property, defense costs, legal fees and costs, and attorney's fees for an appeal.

The Engineer will also agree to promptly notify the City of any civil or criminal actions filed against the Engineer or of any notice of violation from any federal

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or state agency, or of any claim as soon as practical as relates to the services provided under this Agreement. The City, upon receipt of such notice, shall have the right at its election to defend any and all actions or suits or to join in defense.

9. PERMITS & LICENSES

- A. The Engineer shall be responsible for obtaining any approvals, permits and/or licenses as may be required of the Engineer in performing the services required under this Agreement. The Engineer shall be responsible for any costs relating to same.
- B. The Engineer shall be responsible for identifying the necessity for and providing any applications and supporting documentation to the City for any approvals and/or permits required of the City in order for the Engineer to perform the services required under this Agreement. Such approvals and/or permits may include, but not be limited to, South Carolina Department of Health and Environmental Control (SCDHEC) Construction Permits, SCDHEC Stormwater Management for Construction Sites Permits, SCDHEC Water Resources Permits, Corps of Engineers Permits, City/County/ South Carolina Department of Health and Environmental Control (SCDOT) Encroachment Permits, encroachment permits for other utility rights-of-way and railroad right-of-way encroachment permits/agreements. The City shall obtain the approvals and/or permits identified by the Engineer and pay any costs relating to same.
- C. The Engineer shall answer questions and consult with the City and/or appropriate authorities as necessary to assist the City's efforts in obtaining required permits/approvals.
- D. The Engineer shall procure a City of Columbia business license while performing services under this Agreement.

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

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

The Engineer is expected to make Engineer 's services available to other entities but agrees to refrain from representing other entities in matters where the position of the City conflicts with that of the other entity. The City may at its discretion, waive this provision. The Engineer has provided a list of all of its clients with whom there may be potential conflicts with the City. This list shall be supplemented throughout the duration of this Agreement.

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

- A. Failure by the City to appropriate funds for the performance of any of the services required in this Agreement in any annual budget;
- B. The Engineer fails to perform any of the services required in this Agreement and does not correct such deficiency within fifteen (15) days after being notified by the City of such deficiency;

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- C. Force Majeure;
- D. The City, at its sole option and discretion, has the right to terminate this Agreement for any reason whatsoever. A termination for default under this Agreement, if wrongfully made, shall be treated as a termination for convenience under this clause;
- E. Upon expiration of the term of this Agreement; and
- F. By mutual agreement.

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

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

Black & Veatch Corporation
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property of the City and shall not be used by the Engineer for any purpose whatsoever except to perform the services required by this Agreement.

15. **NOTICE** - All notices and communications in connection with this Agreement will be addressed to the following:

City of Columbia

Name: Office of Procurement and Contracts
Title: Purchasing Agent
Address: 1800 Main Street
Second Floor
Columbia, SC 29201
Phone: (803) 545-3470
Fax: (803) 758-1013
Email: procurement@columbiasc.gov

Black & Veatch Corporation

Name: Don Franklin
Title: Senior Engineering Manager
Address: 1411 Gervais St., Suite 125
Columbia, SC 29201
Phone: (803) 413-4537
Fax: (803) 403-8601
Email: FranklinDE@bv.com

16. **CONSENT DECREE - Non-Applicable**

- A. The services performed by the Engineer pursuant to this Agreement are required in whole or in part to satisfy the terms of the Consent Decree entered by the United States District Court for the District of South Carolina on May 21, 2014, in the case captioned *The United States of America and State of South Carolina by and through the Department of Health and Environmental Control v. City of Columbia*, Civil Action No. 3:13-2429-TLW (the "Consent Decree"), a copy of which has been provided to the Engineer by the City and is incorporated by reference herein. The Engineer shall perform the services pursuant to this Agreement in conformity with the terms of the Consent Decree as required by Paragraph 5 therein.
- B. In addition to the requirements above, the Engineer shall comply with the document retention requirements of Paragraph 68 of the Consent Decree which includes, but is not limited to, the obligation to preserve all non-identical copies of all documents, records, or other information (including documents,

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- records, or other information in electronic form) in the Engineer's possession or control that relate in any manner to the Engineer's performance under this Agreement ("Preserved Documents"). Upon the Engineer's performance of all services required under this Agreement, the Engineer shall provide the City with all Preserved Documents. In addition to the requirements above, the Engineer shall provide the City with all Preserved Documents upon termination of this Agreement.
- C. Upon the occurrence of a force majeure event as defined in Paragraph 55 of the Consent Decree, the Engineer shall provide notice to the City's Director of Utilities and Engineering in person, by phone, or by electronic mail within twenty-four (24) hours of when the Engineer first knew or should have known that the event might cause a delay. Within three (3) days thereafter, the Engineer shall provide written notice in accordance with Section XII above to include the following information: an explanation and description of the reasons for the delay; the anticipated duration of the delay; all actions taken or to be taken in an effort to prevent or minimize the delay; a schedule for implementation of any measures to be taken in an effort to prevent or mitigate the delay or the effect of the delay; and the Engineer's rationale for attributing such delay to a force majeure event. The Engineer shall include with any notice all available documentation supporting the claim that the delay was attributable to a force majeure event.
- D. The Engineer shall reimburse the City the amount of any stipulated penalties imposed on the City pursuant to Paragraph 47 of the Consent Decree if the Engineer neglects, fails, or refuses to meet the deadlines set forth in Exhibit B attached hereto. The Engineer agrees that any failure to meet such deadlines will result in the City's failure to meet the deadlines set forth in the Consent Decree except in the event of force majeure notice by the Engineer that results in the extension of said deadline by the U.S. Environmental Protection Agency under the Consent Decree. The City reserves all other remedies available for the Engineer's failure to perform pursuant to the Agreement.

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- E. The Engineer shall perform the services pursuant to this Agreement using sound Engineering practices as set forth in Paragraph 9 of the Consent Decree.

17. MISCELLANEOUS

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

The Engineer shall furnish and its Subconsultants shall furnish all information and reports required hereunder.

- D. In the event there are any disagreements between the City and the Engineer with regard to any of the requirements, specifications or interpretation of this Agreement, the Engineer agrees to defer to the reasonable interpretations of the City as, from time to time, may be made by the City. Ambiguities in the terms of this Agreement, if any, shall not be construed against the City.
- E. This Agreement shall be construed in accordance with the laws and City of Columbia Code of Ordinances and those of the State of South Carolina. The Engineer agrees to subject itself to the jurisdiction and venue of the courts of Richland or Lexington County, State of South Carolina as to all matters and disputes arising or to arise under this Agreement and the performance thereof. The City may seek attorney's fees and the Engineer agrees to pay such fees as

Black & Veatch Corporation
Water Quality Consulting for Fiscal Year 2021-2022 – WM4263

awarded by the Court or other body. No attorney's fees may be sought by, nor will be paid to, the Engineer.

- F. This Agreement represents the entire agreement between the City and the Engineer and supersedes all prior communications, negotiations, representations or agreements, either written or oral. The parties may amend this Agreement at any time provided that such Amendments are executed in writing, signed by a duly authorized representative of both organizations, and approved, where applicable, by the City's governing body.

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

- G. The failure of either the Engineer or the City to insist upon the strict performance of any provision of this Agreement shall not be deemed to be a waiver of the right to insist upon strict performance of such provision or of any other provision of this Agreement at any time. Partial payment by the City shall not be construed as a waiver. Waiver of any breach of this Agreement shall not constitute waiver of a subsequent breach.
- H. In the event any provision of this Agreement is determined to be void or unenforceable, all other provisions shall remain in full force and effect.
- I. This Agreement is subject to City Council approval.
- J. The Engineer acknowledges, for itself and its Subconsultants, that it is subject to the provisions of the 1991 Ethics Reform Act (8-13-100, et seq, South Carolina Code of Laws, 1976, as amended). Under this Act, "A person may not,

Black & Veatch Corporation
Water Quality Consulting for Fiscal Year 2021-2022 – WM4263

directly or indirectly, give, offer, or promise anything of value to a public official, public member, or public employee with intent to:

1. influence the discharge of a public official's, public member's, or public employee's official responsibilities;
2. influence a public official, public member, or public employee to commit, aid in committing, collude in, or allow fraud on a governmental entity; or,
3. induce a public official, public member, or public employee to perform or fail to perform an act in violation of the public official's, public member's, or public employee's official responsibilities.

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

- K. In carrying out the service, the Engineer shall not discriminate against any employee or applicant for employment because of that employee or applicant's age, sex, gender, gender identity or expression, sexual orientation, race, religion, creed, color, disability, national origin, veteran or military status, political affiliation, or any other characteristic protected by federal, state, or local laws ("protected characteristic"). The Engineer shall take affirmative steps to ensure equal employment opportunities for all applicants for employment, without regard to their protected characteristics. For the purpose of this Non-Discrimination in Contracting Policy, the term "sex" includes medical needs and / or lactation needs arising from pregnancy, childbirth, or related medical conditions pursuant to the South Carolina Pregnancy Accommodations Act, 2018 S.C. Act No. 244. This Non-Discrimination in Contracting Policy extends to all aspects of the Engineer's operations, including, but not limited to the Engineer's employment practices (including selection, hiring, assignment, re-

Black & Veatch Corporation
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- assignment, training, promotion, transfer, compensation, layoff, leave of absence, return from layoff or leave of absence, discipline, and termination); selection of volunteers and vendors, and provision of services. The Engineer shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the government setting forth the provisions of this Non-Discrimination in Contracting Policy. The Engineer shall incorporate the provisions of this Non-Discrimination in Contracting Policy in all subcontracts for service work.
- L. This Agreement shall be binding upon the respondent and upon its successors and assignees. This Agreement shall be binding upon the City in accordance with its terms and provisions.
- M. All of the reports, information, data, records or documents of any kind, prepared or assembled by the Engineer under this Agreement are matters of public record, but that the Engineer agrees that they shall only be made available to any individual or organization by the City and the Engineer shall not make them available to any individual or organization without the prior written approval of the City.
- N. Every exhibit, schedule and appendix attached to this Agreement and referred to herein is hereby incorporated into this Agreement by reference unless this Agreement expressly provides otherwise. This Agreement, exhibits and other documents include, but are not limited to the Conflict of Interest Statement, Non-collusion Affidavit, Business Information Record for Subconsultants /Subcontractors, Local Business Enterprise, and Mentor Protégé Implementation forms are incorporated by reference in this Agreement and set forth the entire understanding between the parties hereto regarding the subject matter hereof.

Black & Veatch Corporation
Water Quality Consulting for Fiscal Year 2021-2022 – WM4263

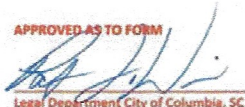
Witness the parties' respective hands and seals on the date first written below.

CITY OF COLUMBIA, SOUTH CAROLINA

Witness

Teresa Wilson, City Manager

Date: _____

APPROVED AS TO FORM

Legal Department City of Columbia, SC
8/3/2021

BLACK & VEATCH CORPORATION

W.J. Wells/Assoy
Print: Name/Title VP

W.J. Wells
Signature

Date: 8/3/21

(Corporate Seal)

Attest



Andrea C. Bernica
Signature

Date: 8/5/21

Black & Veatch Corporation
Water Quality Consulting for Fiscal Year 2021-2022 – WM4263

List of Exhibits

Exhibit A – Scope of Services/Schedule for Completion of Services

Exhibit B – Compensation

Exhibit C – Business Information Statement for Subconsultants/Subcontractors

Exhibit D – Mentor Protégé Implementation Plan

EXHIBIT A
SCOPE OF SERVICES
BLACK & VEATCH CORPORATION
WATER QUALITY CONSULTING FOR FISCAL YEAR 2021-2022 (WM4263)

Project Description: Black & Veatch (Engineer) will serve as the City of Columbia's (City's) professional engineering representative in those phases of the Project to which this Agreement applies and will provide consultation and advice to the City during the performance of their services. The Engineer will provide routine water quality consulting services as requested by the City's staff for the Canal and Lake Murray Water Treatment Plants and the distribution system.

Work shall begin upon execution of this Agreement. Any work requested by the City that is not included in the items listed below shall be classified as Supplemental Services.

Engineer will provide the following specific tasks to perform the Project:

TASK 100 – GENERAL PROJECT ADMINISTRATION

Task 100 includes the following subtasks:

- Provide monthly progress reports, invoicing and schedule updates pertaining to Engineer's portion of the work to the City.
- Communicate with the City through a single point of contact, Engineer's Project Manager.
- Engineer will manage the efforts of its project team members and sub-consultants by assigning manpower, delegate responsibilities, review work progress, monitor budget and schedule, and direct the progress of the work.

TASK 200 – WATER QUALITY COMMITTEE

Engineer will participate and attend the City's monthly Water Quality Committee meetings. These meetings will include a review of monthly water quality data from the treatment facilities and in the distribution system, as well as a discussion of operational issues, regulatory responsibilities, and associated water quality items. A total of twelve (12) meetings are anticipated.

TASK 300 - PROCESS OPTIMIZATION EVALUATION RECOMMENDATIONS

Task 300 includes the following subtasks:

- Review of Water Production Information and Update of Database – The water production information for the previous year will be reviewed and the existing database of water production will be updated. This information will be compared to the demand projections developed as part of the 2014 Process Optimization Evaluations for the Canal and Lake Murray Water Treatment Plants. Observations and recommendations will be provided addressing the timing and priority of current capacity driven Capital Improvement Program projects.
- Review of Water Quality and Current / Pending Regulatory Issues – Engineer will review the previous year's water quality data and provide comments on compliance status with

current and future or potential regulatory requirements. The current Capital Improvement Program project will be reviewed with respect to regulatory or water quality driven projects and recommendations provided to reflect any necessary adjustments.

- Documentation - A Technical Memorandum will be developed to document the results of the review and evaluation of water production and water quality and regulatory issues. A review meeting will be held with City staff following submission of a draft Technical Memorandum. Comments will be incorporated into a final Technical Memorandum.

TASK 400 - OPERATOR TRAINING OF WATER TREATMENT PROCESS

Engineer will provide operator training for Columbia staff. Training will be held in one or two training sessions with the intended focus to present treatment plant and distribution system operators with information on water treatment techniques and distribution system operation.

TASK 500 – ADDITIONAL ON-CALL WATER QUALITY SERVICES

Engineer will provide additional water quality services on an on-call basis from the City. These services can include but are not limited to:

- Specific unit process assessments.
- Bench scale testing and analysis of results.
- Initial taste and odor evaluations.
- Develop dashboard of water treatment & distribution system key performance indicators (KPIs).
- Distribution system nitrification and corrosion control consulting.
- On-call site inspection services.

DELIVERABLES

Deliverables for the project will include a draft Technical Memorandum and final Technical Memorandum documenting the results of the review and evaluation of water production and water quality and regulatory issues as part of Task 300.

SCHEDULE

Engineer proposes to perform the services as detailed in this Scope of Services per the schedule below.

- Meeting Attendance – Meetings will be attended monthly, from July 2021 through June 2022, typically held on the first Thursday of each month at the Canal Water Treatment Plant.
- Technical Memorandum – The draft Technical Memorandum will be developed and submitted in April of 2022 and be based on 2021 calendar year data. The review meeting will be held in May of 2022 and the final Technical Memorandum submitted in June of 2022.

ADDITIONAL SERVICES

Additional services are not in the scope of work for this Agreement. These services will be performed at City's request with compensation adjustments. Additional services that City might choose to add to the scope of services include, but are not limited to, the following items.

1. General:
 - a. Safety Assessments (Safety issues regarding the design of new facilities and equipment related to this Project are included in the scope of services and compensation for this Agreement).
 - b. Security Assessments.
 - c. Renderings or photo realistic drawings.
 - d. Supplemental engineering work required to meet the requirements of regulatory or funding agencies that become effective subsequent to the date of this agreement.
 - e. Preparation for litigation, arbitration, or other legal or administrative proceedings; and appearances in court or at arbitration sessions in connection with bid protests, change orders, or construction incidents.
2. Environmental Assessment:
 - a. Environmental assessment reports and/or environmental impact statements.
 - b. Cultural resources and/or archaeological study and reports.
 - c. Archaeological consultations regarding artifacts that may be uncovered during construction.
3. Testing:
 - a. Observing factory tests and/or field retesting of equipment that fails to pass the initial test.
4. Hazardous Environmental Conditions:
 - a. Remedial investigation/feasibility study or Phase I environmental site assessment to determine the quantity and location of contamination.
 - b. Conduct asbestos or lead based paint abatement or other hazardous material abatement of existing facilities.
5. Conducting pilot plant studies and tests.

CITY RESPONSIBILITIES

The City will furnish, as required by the work and not at the expense of the Engineer, the following items:

1. All maps, drawings, reports, records, audits, annual reports, and other data that are available in the files of the City and which may be useful in the work involved under this Agreement.
2. Access to public and private property when required in performance of the Engineer's

services.

3. Manage the performance of other consultants under direct contract to City necessary for the Project. (Coordination and sharing of information with other consultants for the purpose of related Project issues is included in this scope of services and compensation).
4. Notwithstanding anything to the contrary contained herein, City assumes sole responsibility and waives all rights and claims against Engineer for all loss of or damage to property owned by or in the custody of City and any items at the jobsite or in transit thereto (including, but not limited to, construction work in progress), whether such loss or damage results from tortious or non-tortious causes. (Engineer shall be held responsible for repair/replacement of any loss of or damage to property, structure, equipment, etc., specifically caused by the Engineer or a subcontractor of the Engineer).

EXHIBIT B
COMPENSATION
BLACK & VEATCH CORPORATION
WATER QUALITY CONSULTING FOR FISCAL YEAR 2021-2022
(WM4263)

For the services outlined in this Contract, the City agrees to pay the Engineer as follows:

- A. Compensation shall be based on the attached hourly rate schedule, plus subcontractor billings times 1.05 and reimbursable expenses times 1.0, with a total amount not to exceed seventy-five thousand dollars (\$75,000.00).
- B. Reimbursable expenses shall include such items as telephone, fax, computers, reproduction, postage, mileage, equipment, and supplies. Work shall begin upon written notification by the City to proceed.
- C. For supplemental services, a lump sum amount, or based on the attached hourly rate schedule, plus reimbursable expenses times 1.10, except airfare and travel expenses, which will be billed at cost; plus subcontract billings times 1.05. Reimbursable expenses shall include such items as telephone, fax, computers, reproduction, postage, mileage, equipment, and supplies.
- D. Each item of supplemental services shall be established and approved in writing before the work is started. The amount billed for each item of supplemental services shall not exceed the amount established and approved for it without further authorization from the City. Additional amounts for supplemental services may be authorized, if necessary, as the work progresses.
- E. Monthly payments shall be made to the Engineer by the City based on the Engineer's statement. For payroll multiplier items, the statement shall be itemized to indicate the amount of work performed and the associated reimbursable expenses and subcontract costs. The entire amount of each statement shall be due and payable upon receipt by the City.

Hourly Billing Rate Schedule	
Category of Personnel	Billing Rate
Principal	\$280
Client Director	\$265
Senior Project Manager	\$240
Project Manager	\$220
Senior Engineering Manager	\$220
Engineering Manager	\$180
Civil Engineer III	\$150
Civil Engineer II	\$135
Civil Engineer I	\$110
Senior Process Engineer	\$240
Process Engineer II	\$180
Process Engineer I	\$155
Senior Discipline Engineer	\$180
BIM Coordinator	\$150
BIM Technician II	\$135
BIM Technician I	\$120
Construction Manager	\$190
Resident Engineer II	\$165
Resident Engineer I	\$140
Senior Administrative Assistant	\$115
Administrative Assistant II	\$95
Administrative Assistant I	\$80
Intern or Co-op	\$80

The above listed hourly billing rates are valid for the period of July 1, 2021 through June 30, 2022.

APPENDIX - 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)
Howard Engineering, Inc. 1615 Wayne St. Ste 2749 Columbia, SC 29201 DUNS - 961613825 CAGE – 7NMR0	V01110	Electrical & I&C Design Engineering Services, Construction Management	\$7,500.00	10%	MBE	FB
(via Howard Engineering, inc) Aquarius Engineering, LLC 77 South High Street, Bridgton, ME 04009 DUNS – 079495443	None	Water Treatment Staff Training, Review water quality data, quality control of update report	\$7,500.00	10%	WBE	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: \$15,000.00

TOTAL CONTRACT AMOUNT: \$75,000.00

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

Business Name: **Black & Veatch Corporation**

Representative Name/Title: **William J. Wells P.E., Associate Vice President**

Date: 7/19/2021

Business Information for Subconsultants/Subcontractors- Continued

List information for each Subcontractor or Subconsultant below.

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

Howard Engineering

Company Name

1615 Wayne St. Ste 2749 Columbia, SC 29201

Physical Address

1615 Wayne St. Ste 2749

Mailing Address

Columbia, SC 29201

City/State Zip Code + 4

(864) 836-0440

Phone number

(864) 836-0450

Fax number

Amy Howard, P.E.

Primary Contact Name

Secondary Contact Name

ahoward@howardengineeringinc.com

Primary Contact Email Address

Secondary Contact Email Address

57-1038251

Federal ID #

V01110

Vendor #

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

Aquarius Engineering, LLC

Company Name

77 South High Street, Bridgton, ME 04009

Physical Address

77 South High Street

Mailing Address

Bridgton, ME 04009

City/State Zip Code + 4

(207) 803-8514

Phone number

Fax number

Catherine DiPietro

Primary Contact Name

Secondary Contact Name

dipietrocs@gmx.com

Primary Contact Email Address

Secondary Contact Email Address

47-0973794

Federal ID #

Vendor #



CITY OF COLUMBIA

Office of Business Opportunities
Compliance Division
P.O. Box 147 | Columbia, South Carolina 29217
Phone: 803-545-3049 Fax: 803-545-4130

MENTOR PROTÉGÉ PROGRAM Implementation Plan

Date: 8/14/2020

Project Number: WM4263

Mentor: Black & Veatch

Project Name: Water Quality Consulting for Fiscal Year 2020-2021

Protégé: Howard Engineering, Inc.

Duration of the Project: 12 Months

Project Contract Amount: \$75,000

Protégé Amount: \$15,000

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

1. How do the Mentor and Protégé intend to work together on the designated project?

Address contractual relationship, general roles and informal teaming arrangements.

A formal subconsultant agreement will be signed between Black & Veatch and Howard Engineering Inc. (HEI) clearly defining the scope of work HEI is to provide including the contract amount and schedule. HEI's role in the project will be to provide on-call services with potential tasks including but not limited to: vulnerability assessment of electrical gear, on-call inspection services, and water quality training through a subcontract. A design kickoff meeting will be scheduled to discuss HEI's scope and integration into the overall project scope and schedule.

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

The project includes an opportunity for the protégé to have a roll in project management with the addition of a subcontractor and a roll in the technical aspects of water treatment. Both areas are identified as general goals for growth.

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.*

A schedule of deliverables will be established and agreed on by the M-P team. Milestones dates will be assigned to each deliverable. Success will be achieved if quality deliverables are made on-time.

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*



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arrangements where applicable.

Key personnel include Don Franklin (Project Manager). B&V currently has the equipment, materials, and insurance to perform the project.

Protégé: Key personnel includes Amy Howard, Principal & Electrical Engineer. HEI currently has the equipment, materials, and insurance to perform the project.

Subcontractors: Aquarius Engineering (via protégé)

Special Arrangements: None required.

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

Description of Mentor's responsibilities:

Participate and attend the City's monthly Water Quality Committee meetings, provide water production process optimization evaluation recommendations, provide operator training for the water treatment process, and provide any additional water quality services on an on-call basis.

Description of Protégé's responsibilities on project:

Complete electrical vulnerability assessment, provide on-call inspection service, subcontract Aquarius Engineering for Dr. George Budd to provide water quality training.

Description of responsibilities that will be completed as a team:

Water Quality Training

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



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The project will last twelve (12) months from July 2020 through June 2021.

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

Engineer shall provide complete monthly progress reports and schedule updates. Final deliverables will be provided in accordance with scope of services agreed upon for this project.

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

Goals include: Participate and attend twelve (12) monthly Water Quality Committee meetings, provide a review of water production information and update of database, provide a review of water quality and current/pending regulatory issues, provide a technical memorandum to document the results of the review and evaluation of water production and water quality regulatory issues, and provide operator training for Columbia staff.

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

Mentor & Protégé will discuss progress each month.

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

Protégé will be paid on an hourly rate schedule based on work completed on a monthly basis.



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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
Aquarius Engineering	(207) 803-8514	77 South High Street, Bridgton, ME 04009	Howard Engineering	\$7,500	WBE	10%

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: \$15,000

Percentage of Contract: 20%



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Compliance Division

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MENTOR-PROTEGE IMPLEMENTATION PLAN SIGNATURE SHEET

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

EXECUTED by Black & Veatch Corporation (Mentor Firm) this 15 day of August 2020.
Corporate SEAL

By: William J. Wells, P.E. *Wells*
Title: Associate Vice President

ATTEST:

By: Don Franklin *Don Franklin*
Title: Engineering Mngr

EXECUTED by N/A (Protégé Firm) this 14th day of August, 2020.
Corporate SEAL

By: Amy Howard, P.E. *Amy Howard*
Title: President

ATTEST:

By: Donald J. Howard *Don Howard*
Title: Secretary-Treasurer

RECOMMENDED FOR APPROVAL:

EXECUTED by the Office of Business Opportunities, Compliance Division on this 1 day of September, 2020.

By: Latonya B Germany

Title: Program Compliance Specialist



We Are Columbia

MEETING DATE: August 17, 2021

DEPARTMENT: Procurement and Contracts

FROM: Sandra Middleton, Purchasing Agent

SUBJECT: Council is asked to approve the Purchase of a Rear Loader for the Solid Waste Division, as requested by the Fleet Services Division. Award to Carolina Environmental using the Sourcewell Cooperative Contract in the amount of \$142,275.00. This vendor is located in Kernersville, NC.

REQUISITION NO.: R210401

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: Capital Replacement - Auto, Trucks, Heavy Equipment-Capital (6308972-658500). The original budget amount is \$142,275.00.

CLEAN WATER 2020?: No

FOCUS AREAS: Innovative & High Quality Municipal Services

We respectfully request Council's approval for this purchase using the Sourcewell Contract# 122017-SCA Vendor, Jet-Vac, at the following cost.

Rear Loader	
Base Price	\$141,775.00
SC Vehicle Tax	\$ 500.00
PO Total	\$142,275.00

Sec. 2-204.-Item (10) - Competitive sealed bidding required; exceptions. All city contracts shall be awarded by competitive sealed bidding except the following as determined pursuant to definitions and standards set by regulations, or except as otherwise provided in this article:
When purchasing through cooperative contracts.

ATTACHMENTS:

- **#a:** Carolina Environmental Systems_Contract of Goods (PDF)
- **#b:** Sourcewell Contract# 019219-THC (PDF)
- **#c:** Sourcewell Documentation (PDF)



CONTRACT FOR GOODS

This Contract is being awarded using the Sourcewell Cooperative Contract #091219-THC

PURPOSE – This Contract is entered into as of the date of the last signature affixed hereto, by and between the City of Columbia, South Carolina (hereinafter referred to as the “City”) and Carolina Environmental Systems, Inc. with legal address and principal place of business at 306 Pineview Drive Kernersville, NC 27284 (hereinafter referred to as the “Contractor”), for the purchase of a 2022 Freightliner M2-06 chassis with a Currahee 11yd garbage body (mini rear loader).

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

1. **SCOPE and SCHEDULE OF PURCHASE** – Upon written notification by the City to proceed, the Contractor shall provide the goods fully described in Exhibit A, attached hereto. The Contractor shall complete all sales under this AGREEMENT within the timeframes set forth in Exhibit A.
2. **SUPPLEMENTAL OR ADDITIONAL GOODS** – The City may require supplemental or additional goods of the Contractor or recommended by the Contractor and approved by the City in writing.

The Contractor must obtain written approval from the City for any supplemental or additional goods prior to the goods being delivered. If the Contractor fails to obtain prior written approval to deliver the goods, the City is under no obligation to compensate the Contractor for the goods received.

3. **TERM OF CONTRACT** – The term of the Contract is the date of the execution of this Award or a Notice to Proceed and a valid Purchase Order from the City of Columbia for an initial term of one (1) year, with an option to renew for one (1) additional one-year period at the mutual pleasure of both parties.

City of Columbia and Carolina Environmental Systems, Inc.

4. **SCHEDULE FOR DELIVERY OF GOODS** – The Contractor shall deliver any and all goods under this Contract under the direction of the Fleet Services.

5. **COMPENSATION** – (See Exhibit A)

A. The compensation to be paid by the City to the Contractor under this Agreement, to Carolina Environmental Systems, Inc. shall not exceed One Hundred Forty-Two Thousand Two Hundred Seventy-Five Dollars and Zero Cents. The SC taxes will be paid directly to the South Carolina Department of Motor Vehicles.

B. The Contractor shall be paid upon submission of properly certified invoices to the City of Columbia Accounting Division, P.O. Box 147, Columbia, S.C. 29217. At the prices stipulated on the contract at the time the order is placed, after delivery and acceptance the of goods, less deductions if any, as provided, invoices shall contain the Contract Number and Purchase Order Number. The City of Columbia will not pay invoices submitted from a third party. Invoices shall be submitted by the company shown on the Purchase Order.

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

6. **SPECIFIC TERMS AND CONDITIONS PURSUANT TO SOURCEWELL COOPERATIVE CONTRACT# 091219-THC**

Contractor agrees, under the terms as outlined in the Scope and Schedule of Purchase and at his/her/their own proper cost and expense, to furnish all the materials, supplies, equipment, labor, insurance and any other accessories, items and/or services necessary to complete the said project.

As applicable, the following additional Contract Documents combined with this contractual agreement, comprises the Contract between the Owner and Contractor and are incorporated by reference to this agreement:

1. This Contract
2. Cooperative Agreement
3. Sourcewell Cooperative Contract #091219-THC
4. Cost Proposal
5. All applicable bonds, insurance and other applicable documents
6. Any modifications, including Change Orders, duly delivered after execution of Contract.

City of Columbia and Carolina Environmental Systems, Inc.

MISCELLANEOUS

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

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

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

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

City of Columbia and Carolina Environmental Systems, Inc.

- G. The failure of either the Contractor or the City to insist upon the strict performance of any provision of this Agreement shall not be deemed to be a waiver of the right to insist upon strict performance of such provision or of any other provision of this Agreement at any time. Partial payment by the City shall not be construed as a waiver. Waiver of any breach of this Agreement shall not constitute waiver of a subsequent breach.
- H. In the event any provision of this Agreement is determined to be void or unenforceable, all other provisions shall remain in full force and effect.
- I. This Agreement is subject to City Council approval.
- J. The Contractor acknowledges, for itself and its Subcontractor, that it is subject to the provisions of the 1991 Ethics Reform Act (8-13-100, et seq, South Carolina Code of Laws, 1976, as amended). Under this Act, "A person may not, directly or indirectly, give, offer, or promise anything of value to a public official, public member, or public employee with intent to:
 - 1. influence the discharge of a public official's, public member's, or public employee's official responsibilities;
 - 2. influence a public official, public member, or public employee to commit, aid in committing, collude in, or allow fraud on a governmental entity; or,
 - 3. induce a public official, public member, or public employee to perform or fail to perform an act in violation of the public official's, public member's, or public employee's official responsibilities.

"Anything of value" includes, but is not limited to, lodging, transportation, entertainment, food, meals, beverages, money, gifts, honorariums, discounts and interest-free loans.
- K. In carrying out the service, the Contractor shall not discriminate against any employee or applicant for employment because of that employee or applicant's age, sex, gender, gender identity or expression, sexual orientation, race, religion, creed, color, disability, national origin, veteran or military status, political affiliation, or any other characteristic protected by federal, state, or local laws ("protected characteristic"). The Contractor shall take affirmative steps to ensure equal employment opportunities for all applicants for employment, without regard to their protected characteristics. For the purpose of this Non-Discrimination in Contracting Policy, the term "sex" includes medical needs and / or lactation needs arising from pregnancy, childbirth, or related medical conditions pursuant to the South Carolina Pregnancy Accommodations Act,

City of Columbia and Carolina Environmental Systems, Inc.

2018 S.C. Act No. 244. This Non-Discrimination in Contracting Policy extends to all aspects of the Contractor operations, including, but not limited to the Contractor employment practices (including selection, hiring, assignment, re-assignment, training, promotion, transfer, compensation, layoff, leave of absence, return from layoff or leave of absence, discipline, and termination); selection of volunteers and vendors, and provision of services. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the government setting forth the provisions of this Non-Discrimination in Contracting Policy. The Contractor shall incorporate the provisions of this Non-Discrimination in Contracting Policy in all subcontracts for service work.

- L. This Agreement shall be binding upon the respondent and upon its successors and assignees. This Agreement shall be binding upon the City in accordance with its terms and provisions.
- M. All of the reports, information, data, records or documents of any kind, prepared or assembled by the Contractor under this Agreement are matters of public record, but 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.

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

CITY OF COLUMBIA, SOUTH CAROLINA

Witness Teresa Wilson, City Manager Date: _____

CONTRACTOR

Ashtley M. Wiles
Print

Ashtley M. Wiles
Signature

Date: 8/12/21

APPROVED AS TO FORM



Legal Department City of Columbia, SC
7/20/2021

**Solicitation Number: RFP#091219****CONTRACT**

This Contract is between **Sourcewell**, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and **The Heil Co.**, 2030 Hamilton Place Blvd. #200, Chattanooga, TN 37421 (Vendor).

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

Vendor desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and its Members (Members).

1. TERM OF CONTRACT

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires November 15, 2023, unless it is cancelled sooner pursuant to Article 24. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.
- C. **SURVIVAL OF TERMS.** Articles 11 through 16 survive the expiration or cancellation of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

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

All Equipment and Products provided under this Contract must be new/current model. Vendor may offer close-out or refurbished Equipment or Products if they are clearly indicated in Vendor's product and pricing list. Unless agreed to by the Member in advance, Equipment or Products must be delivered as operational to the Member's site.

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

B. **LAWS AND REGULATIONS.** All Equipment, Products, or Services must comply fully with applicable federal laws and regulations, and with the laws of the state or province in which the Equipment, Products, or Services are sold.

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

Notwithstanding the above, warranty issues related to the body and Heil factory-installed components shall be administered and resolved by The Heil Co. Warranty for third-party manufacturers such as the chassis chassis options or subsequently installed components shall be administered and addressed by the respective product manufacturer.

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

3. PRICING

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

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

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

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Vendor must permit the Equipment and Products to be

returned within a reasonable time at no cost to Sourcewell or its Members. Members reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery.

B. Vendor must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition. Product returns shall only be available in the event Vendor is notified of a body problem in writing and has not resolved the issue within thirty (30) days after receipt of said Notice.

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

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

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

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

4. PRODUCT AND PRICING CHANGE REQUESTS

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

- Identify the applicable Sourcewell contract number
- Clearly specify the requested change
- Provide sufficient detail to justify the requested change
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change)

- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

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

5. MEMBERSHIP, CONTRACT ACCESS, AND MEMBER REQUIREMENTS

A. MEMBERSHIP. Membership in Sourcewell is open to public and nonprofit entities across the United States and Canada; such as municipal, state/province, K-12 and higher education, tribal government, and other public entities.

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

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

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

6. MEMBER ORDERING AND PURCHASE ORDERS

A. PURCHASE ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, Member must clearly indicate to Vendor that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Vendor. Typically a Member will issue a purchase order directly to Vendor. Members may use their own forms for purchase orders, but it should clearly note the applicable Sourcewell contract number. Members will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Member.

B. ADDITIONAL TERMS AND CONDITIONS. Additional terms and conditions to a purchase order may be negotiated between a Member and Vendor, such as job or industry-specific

requirements, legal requirements (such as affirmative action or immigration status requirements), or specific local policy requirements. Any negotiated additional terms and conditions must never be less favorable to the Member than what is contained in Vendor's Proposal.

C. **PERFORMANCE BOND.** If requested by a Member, Vendor will provide a performance bond that meets the requirements set forth in the Member's purchase order. The cost of the bond premium shall be added to the cost of the Product.

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

E. **TERMINATION OF PURCHASE ORDERS.** Members may terminate a purchase order, in whole or in part, immediately upon notice to Vendor in the event of any of the following events:

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

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

7. CUSTOMER SERVICE

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

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

B. **BUSINESS REVIEWS.** Vendor must perform a minimum of one business review with Sourcwell per contract year. The business review will cover sales to members, pricing and

contract terms, administrative fees, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

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

The Report must contain the following fields:

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

B. **ADMINISTRATIVE FEE.** In consideration for the support and services provided by Sourcewell, the Vendor will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Members. The Vendor will submit a check payable to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Members under this Contract during each calendar quarter. Payments should note the Sourcewell-assigned contract number in the memo and must be mailed to the address above "Attn: Accounts Receivable." Payments must be received no later than forty-five (45) calendar days after the end of each calendar quarter.

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

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

9.**AUTHORIZED REPRESENTATIVE**

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

10. ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

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

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

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

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

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

11. LIABILITY

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

12. AUDITS

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

13. GOVERNMENT DATA PRACTICES

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

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

14. INTELLECTUAL PROPERTY

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

15. PUBLICITY, MARKETING, AND ENDORSEMENT

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

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

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

16. GOVERNING LAW, JURISDICTION, AND VENUE

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

17. FORCE MAJEURE

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

18. SEVERABILITY

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

19. PERFORMANCE, DEFAULT, AND REMEDIES

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

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

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

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

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

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

20. INSURANCE

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

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

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

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

Minimum limits:

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

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

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

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

Minimum Limits:

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

\$1,000,000 Personal and Advertising Injury

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

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Vendor will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer).

Minimum Limits:

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

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

Minimum Limits:
\$2,000,000

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

Minimum limits:
\$2,000,000 per occurrence
\$2,000,000 annual aggregate

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

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

Failure to request certificates of insurance by Sourcewell, or failure of Vendor to provide certificates of insurance, in no way limits or relieves Vendor of its duties and responsibilities in this Contract.

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

D. **WAIVER OF SUBROGATION.** Vendor waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Vendor or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance

maintained by the Vendor or its subcontractors. Where permitted by law, Vendor must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

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

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

21. COMPLIANCE

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

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

22. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Vendor certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Vendor declares bankruptcy, Vendor must immediately notify Sourcewell in writing.

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

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

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

a Member accesses Vendor's Equipment, Products, or Services with United States federal funds.

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

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Vendor must be in compliance with all applicable Davis-Bacon Act provisions.

C. **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708).** Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. § 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction

work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

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

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Vendor certifies that during the term of this Contract will comply with applicable requirements as referenced above.

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

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Vendors must file any required certifications. Vendors must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award

covered by 31 U.S.C. § 1352. Vendors must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Vendors must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

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

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

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

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

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

091219-THC

24. CANCELLATION

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

Sourcewell

DocuSigned by:
By: Jeremy Schwartz
C0FD2A139D06489...
Jeremy Schwartz
Title: Director of Operations &
Procurement/CPO
Date: 11/11/2019 | 4:17 PM CST

The Heil Co.

DocuSigned by:
By: George Paturalski
49D840C627CF45F...
George Paturalski
Title: Assistant Secretary
Date: 12/6/2019 | 1:45 PM PST

Approved:

DocuSigned by:
By: Chad Coauette
7E42B8F817A64CC...
Chad Coauette
Title: Executive Director/CEO
Date: 11/11/2019 | 6:44 PM CST

RFP 091219 - Mobile Refuse Collection Vehicles with Related Equipment, Accessories, and Services

Vendor Details

Company Name: The Heil Co.

Does your company conduct business under any other name? If yes, please state: (Heil)

Address: 2030 Hamilton Place Blvd, #200
Chattanooga, TN 37421

Contact: Burgess Lane

Email: blane@doveresg.com

Phone: 256-478-0425

HST#: 363896843

Submission Details

Created On: Thursday July 11, 2019 09:28:35

Submitted On: Wednesday September 11, 2019 09:59:56

Submitted By: Burgess Lane

Email: blane@doveresg.com

Transaction #: 86955ac5-f190-4f28-b35f-31bdbabd60c1

Submitter's IP Address: 74.127.76.220

Specifications

Proposer Identity & Authorized Representatives

Line Item	Question	Response *	
1	Proposer Legal Name (and applicable d/b/a, if any):	The Heil Co. ("Heil")	*
2	Proposer Address:	2030 Hamilton Place Blvd, #200 Chattanooga, TN 37421	*
3	Proposer website address:	www.heil.com	*
4	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer):	Dave Young Vice President - Sales dyoung@doveresg.com 423-855-6353	*
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Burgess Lane Ready Truck Manager blane@heil.com 256-304-2218	*
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Larry Angel General Manager Ready Trucks langel@heil.com 423-242-2967 Jim Whitlow Ready Truck Business Analyst jwhitlow@heil.com 256-845-8355	

Company Information and Financial Strength

Line Item	Question	Response *	
7	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	Formed in 1901 by Julius P. Heil, Heil is the world's premier manufacturer of ultra-durable, highly productive mobile refuse collection vehicles. Our product offering encompasses front loaders, rear loaders, side loaders, and multi-compartment vehicles, alternative fuels as well as special packages for organics. As the industry's leading provider of mobile collection solutions, we operate with a clearly defined mission, vision, set of core values, and set of strategic priorities: Mission: Process, transport, and transform the solid waste stream into sustainable resources that benefit our customers and communities. Vision: Be the undisputed global leader in people, performance, and customer value in the solid waste and recycling industry. Core Values: • Collaborative Entrepreneurial Spirit • Winning Through Customers • High Ethical Standards, Openness, and Trust • Expectations for Results • Respects and Values People Strategic Priorities: • Safety • Quality • On-Time Delivery • Productivity Improvement In addition to the wide array of custom-configured refuse bodies, HEIL offers two innovative programs to assist customers with updating or enhancing their refuse collection fleets quickly. Ready Trucks Program For customers who need to grow their fleet quickly or replace tired trucks and would like to purchase a new Heil refuse collection vehicle, we offer our Ready Trucks Program. This Program enables customers to choose a heavy-duty unit from stock, equipped with our most requested options, and receive same-day shipping. For those customers who would like to make slight modifications to a stock unit, we offer the ability to customize a unit in inventory and have it ship within 60 calendar days as part of our 60-day Shipping Guarantee.	

We offer a large variety of chassis inventory for mounting Heil refuse collection bodies. At any given time, we either stock or have immediate access to 500 to 700 chassis, both conventional and cab-over engine models. With chassis production lead times currently as long as four (4) months and often as long as twelve (12) months in recent years, having chassis on hand will enable Heil to offer Sourcewell Members immediate access to the majority of our refuse collection vehicles. Having such a large product offering requires a substantial number of different chassis models. The table below demonstrates our extensive offering of both diesel and compressed natural gas (CNG) models:

Chassis	Manufacturer	Cab-Over	Conventional	Autocar
X	X			
Crane	Carrier	X	Freightliner	
X	International		X Hino	X
X	Kenworth	X	Mack	X
Peterbilt	X	X		

(Cab-over models are primarily used for Heil front loaders, automated side loaders and, to a lesser extent, for refuse collection vehicles. You will note that we are offering in excess of 200 different chassis specifications

Heil Rental Programs Heil has relationships with Big Truck Rental, Rush Rentals and Premier Truck Rental. By renting, municipal customers can:

- Start a new pickup or collection route due to annexation without the typical upfront investment.
- Kick off a new route or relationship without the possible strain on cash flow.
- Replace a unit that goes down unexpectedly or is in for service, in most cases within 24 hours.
- Manage an emergency storm cleanup or another sudden situation where time is of the essence and expansion of service may need to be temporary, such as seasonal leaf and brush collection.
- Determine which front, side or rear loader is the right solution for an application by testing a rental unit before buying.
- Please see Appendix – BTR for Big Truck Rental pricing
- Please see Appendix – Rush for Rush Rental pricing
- Please see Appendix – Premier 1 and Premier 2 for Premier Truck Rental pricing

Parts Central Parts Central offers Heil Certified OEM parts and a variety of aftermarket parts manufactured by Heil.

Heil Certified OEM Parts are the most reliable replacement parts for Heil refuse collection vehicles. They're made following the exact specifications and production processes on the same assembly lines as the parts originally installed on the vehicles. This means that they fit perfectly every time. Heil uses only the highest-quality materials for parts that last, minimizing costly downtime. Parts Central also offers the most requested aftermarket parts for Heil and other makes of refuse collection vehicles. Our aftermarket parts are designed and manufactured to strict standards and are backed by more than 118 years of industry experience and quality good enough to carry the Heil name.

Most commonly requested parts are available for immediate, same-day delivery through a local authorized Heil Dealer. If customers require a part that's not on the shelf locally, the dealer can expedite delivery from our main Parts Central warehouse in Fort Payne, Alabama. Orders for in-stock parts placed with the warehouse prior to 5:00 p.m. Eastern Standard Time will be shipped overnight. Even those hard-to-find parts for older refuse collection vehicles are often available through local Dealers for next-day delivery.

8

Provide a detailed description of the products and services that you are offering in your proposal.

Our product line consists of a series of commercial and residential equipment. They are divided into 9 sub categories:

a) Front Loaders

Half/Pack® Frontload Garbage Trucks. Heil's Half/Pack has consistently delivered proven performance and continues to set the standard for front loaders. The Half/Pack is built for a long, reliable lifespan. Please see Appendix - Half Pack for more information regarding this product. Also, you may click the link below to view examples of this offering:
<https://www.heil.com/products/front-end-loaders/half-pack> HALF/PACK® FREEDOM™ FRONT LOAD GARBAGE TRUCKS. Heil's Half/Pack® Freedom front load garbage truck is the lightweight solution for commercial and residential refuse hauling routes, able to carry up to 11 tons of legal payload in its 28 yd. body. Please see

Appendix – Half Pack Freedom for more information regarding this product. Also, please click the link below to view examples of this offering:
<https://www.heil.com/products/front-end-loaders/half-pack-freedom>

HALF/PACK® COMMERCIAL FRONT LOAD GARBAGE TRUCK WITH ODYSSEY™ HYDRAULIC CONTROLS. This front loader features a refined hydraulic and electronic control system for maximum efficiency, reliability, and precise control. The Heil® Commercial Half/Pack® garbage truck with Odyssey™ Hydraulic Controls also has a single, easy-to-use joystick that requires minimal effort to operate, which saves time and increases productivity. Please see Appendix – Half Pack Commercial with Odyssey Controls for more information regarding this product. Also, please click the link below to view examples of this offering:
<https://www.heil.com/products/front-end-loaders/half-pack-commercial-odyssey>

HALF/PACK® SIERRA™ FRONT LOAD GARBAGE TRUCKS. At 17,050 lbs (16% lighter than our standard Half/Pack® Front Loader), the Heil® Sierra™ front load garbage truck is a mid-weight solution for commercial and residential refuse routes that can carry more than 10 tons of legal payload in its 28 yd frontload hopper. Whether you haul commercial or residential refuse, the Half/Pack® Sierra™ is simply the best light-weight front loader, hands down. Please see Appendix – Half Pack Sierra for more information regarding this product. Also, please click the link below to view examples of this offering:
<https://www.heil.com/products/front-end-loaders/half-pack-sierra> HALF/PACK® AUTOMATED RESIDENTIAL FRONT LOAD GARBAGE TRUCKS. With major productivity enhancements, this game-changing automated front load garbage truck provides savings on residential refuse routes by eliminating high-maintenance items. For the most dependable Residential Front Loader in the business, you can count on the Heil® Half/Pack®. Please see Appendix – Half Pack Automated Residential for more information regarding this product. Also, please click the link below to view examples of this offering:
<https://www.heil.com/products/automated-front-loaders>

b) Rear Loaders POWERTRAK® COMMERCIAL PLUS HIGH CAPACITY REAR LOAD GARBAGE TRUCKS. The Heil® PowerTrak® PLUS High Capacity Rear Load Garbage Truck's patented design mounts the tag axle to the chassis frame rail, making it more structurally sound than models with the tag axle integrated into the tailgate, and an optional pusher axle can be added to carry an even greater legal payload. Please see Appendix – PTC Plus for more information regarding this product. Also, please click the link below to view examples of this offering:
<https://www.heil.com/products/rear-loaders/powertrak-commercial-plus> PT 1000™ SINGLE AXLE REAR LOAD GARBAGE TRUCKS. With its 15-second cycle time, reload time of less than 6 seconds and its large, 3 yd³ capacity hopper, this robust rear load garbage truck is the key to optimizing productivity on residential and commercial routes. Please see Appendix – PT1000 for more information regarding this product. Also, please click the link below to view examples of this offering:
<https://www.heil.com/products/rear-loaders/pt-1000>

DURAPACK® 5000 REAR LOAD GARBAGE TRUCKS. This tough and reliable high-compaction rear load garbage truck has a unique swing link design, along with the waste industry's largest capacity hopper. A large 3.94 yards – and compaction up to 1,000 lbs per yd³ for increased productivity on your commercial and residential trash routes. Please see Appendix – DP5000 for more information regarding this product. Also, please click the link below to view examples of this offering:
<https://www.heil.com/products/rear-loaders/durapack-5000> POWERTRAK® COMMERCIAL REAR LOAD GARBAGE TRUCKS. This powerful rear load garbage truck body has high-pressure hydraulics and dual-track design to provide an awesome compaction of up to 1,200 lbs per yard. The PowerTrak® 3.64 yd hopper handles construction, demolition, and bulk waste better than any commercial rear loader in its class. Please see Appendix – PTC for more information regarding this product. Also, please click this link below to view examples of this offering:
<https://www.heil.com/products/rear-loaders/powertrak-commercial>

NON-CDL MINI REAR LOAD GARBAGE TRUCKS. Don't let the size fool you. The beauty of this highly maneuverable Non-CDL Rear Load Garbage Truck is its narrow, compact and lightweight design, making it ideal for commercial or residential waste hauling routes. Operators don't need a commercial driver's license (CDL) and the vehicle is exempt from Federal Excise Tax (FET). And the simple but effective swing link design means no slides, tracks or rollers, just compaction. Looking for the best Non-CDL Rear Load Garbage Truck Body on the market? Check out the Heil® Mini Rear Loader. Please see Appendix – Mini REL for more information regarding this product. Also, please click this link below to view examples of this offering:
<https://www.heil.com/products/rear-loaders/mini-rear-loader> c)

Side Loaders

LIBERTY™ AUTOMATED SIDELOAD GARBAGE TRUCKS. The patented Python™ automated side load garbage truck arm has a muscular, 9-foot reach, an 8-second cycle time and can lift up to 800 lbs. The incredibly lightweight Liberty™ automated side loader is perfect for residential collections. And the constant pack body – which is the lightest in the industry, has a patented paddle packer that continuously sweeps the hopper, eliminating the need to stop

and pack the load. Please see Appendix – Liberty for more information regarding this product. Also, please click the link below to view examples of this offering:
<https://www.heil.com/products/automated-side-loaders/liberty>

DURAPACK® PYTHON® AUTOMATED SIDE LOAD GARBAGE TRUCKS. The patented Heil® Python® Side Load Automated Arm has a 9-foot reach, an 8-second cycle time and can lift up to 800 lbs, making it a strong and fast performer on any residential refuse route. And the DuraPack® Sideload body is the industry standard when it comes to dependability and toughness. Please see Appendix – Python for more information regarding this product. Also, please click the link below to view examples of this offering:
<https://www.heil.com/products/automated-side-loaders/durapack-python>

RAPID RAIL® AUTOMATED SIDE LOAD GARBAGE TRUCKS. The Rapid Rail® Automated Side Loader garbage truck body has a 1,600 pound lift capacity, and allows for residential, commercial and multi-family refuse collection. It can handle 30-400 gallon refuse containers all day long with ease. The powerful arm has virtually zero kick out allowing operation in the tightest of alleys, and an 8-second cycle time means industry-leading productivity, all in combination with the lightest weight side loader in the industry. Please see Appendix – Rapid Rail for more information regarding this product. Also, please click the link below to view examples of this offering:
<https://www.heil.com/products/automated-side-loaders/rapid-rail>

DURAPACK® RAPID RAIL® SIDELOAD GARBAGE TRUCKS. The DuraPack® Rapid Rail® Autom DuraPack® high- compaction sideload body makes for a reliable, tough RCV. Please see Appen
<https://www.heil.com/products/automated-side-loaders/durapack-rapid-rail>

MULTIPACK® AUTOMATED SIDE LOAD GARBAGE TRUCKS. Heil® MultiPack® Sideload Garbage Truck Bodies combine the durable Heil® DuraPack®, the superior Python® automated arm and the proven DuraPack® 5000 refuse tailgate. It's the only trash truck in the industry that can handle rear loader, side loader, and even commercial waste routes single-handedly. Please see Appendix – Multipack for more information regarding this product. Also, please click the link below to view examples of this offering:
<https://www.heil.com/products/automated-side-loaders/multipack>

d) Multi-Compartment Vehicles

DURAPACK® 4060 SPLIT BODY REAR LOAD GARBAGE TRUCKS. The Heil® DuraPack® 4060 Split Body Rear Load Garbage Trucks are a win-win, allowing collection of multiple residential trash streams or recyclables. With the DuraPack® 4060 split body rear loader, one truck can do the work of two. And the reduced weight body means enhanced fuel economy and larger payloads on the route. Please see Appendix – 4060 for more information regarding this product. Also, please click the link below to view examples of this offering:
<https://www.heil.com/products/rear-loaders/durapack-4060>

e) CNG Capabilities

CNRG™ TAILGATE. The Heil® innovative, fully integrated CNRG™ tailgate fuel delivery system will revolutionize the way you use CNG garbage trucks. Please see Appendix – CNRG for more information. Also, please click the link below to view examples of this offering:
<https://www.heil.com/products/cng-capabilities/cnrg-tailgate> CNG OPTIONS FOR GARBAGE TRUCKS. Heil® makes it easier than ever to realize the savings from CNG garbage trucks with our factory-direct CNG program. Please see Appendix – Heil CNG for more information. Also, please click the link below to view examples of this offering:
<https://www.heil.com/products/cng-capabilities/cng-options> f)

Organics

ORGANIC WASTE COLLECTION TRUCKS AND EQUIPMENT. When it comes to waste stream diversion, one of the first targets is removing organic waste from the landfill. That's where Heil comes in, with our Organics Waste Collection trucks and equipment. Whether your route is equipped with the PT-1000 or the iconic Heil® Rapid Rail®, we have organics processing options that allow you to meet your organics diversion targets. Please click the link below to view examples of this offering:
<https://www.heil.com/organics>

g) Parts Central

Heil® Certified OEM Parts are the most reliable replacement parts for Heil® refuse trucks.

These parts are made following the exact specifications and production processes on the same assembly lines as the parts originally installed on the vehicles. This means they fit perfectly every time. Heil® uses only the highest-quality materials for parts that last.

Parts Central also offers the most requested aftermarket parts for Heil and other makes of garbage truck bodies. Our aftermarket parts are designed and manufactured to strict standards and are backed by more than 100 years of industry experience.

High-volume parts that are frequently requested are available for immediate, same-day delivery through your local Authorized Heil® Dealer. Orders for in-stock parts placed with Parts Central before 5 p.m. ET will be shipped overnight. Please click below to view examples of this offering:

<https://www.heil.com/products/parts-central> h) Bayne

Thinline Premium Lift Systems

Mobile Refuse Products. Bayne's diverse line lifters for mobile refuse truck lifters is second to none. Our lifters are the most reliable solution to your waste handling needs, and we offer complete solutions for almost any application or budget. Please see Appendix – Bayne for more information regarding this product. Also, please click below to view examples of this offering:

https://www.baynethinline.com/products/mobile_refuse_products

i) Third Eye

Refuse Fleet Solutions. Refuse collection can be tricky business. Knowing that you've serviced a home or business is important. So is doing it productively and safely every time. 3rd Eye on-board camera systems constantly monitor your driver as well as their environment to ensure the safe operation of their vehicle. It also allows fleet owners immediate verification of service and video validation of overfilled containers – which can lead to more revenue / increased service frequency. 3rd Eye is the most technologically advanced refuse fleet management solution for the waste industry, trusted by companies all over the United States, just like yours. From Enhance Vehicle Behavioral Analytics™, 3rd Eye Digital, 3rd Eye Mobile, Collision Avoidance Radar and more, 3rd Eye has the most comprehensive refuse fleet management solutions on the market. Please see Appendix – 3rd Eye for more information regarding this product. Also, please click the link below to view examples of this offering:

<https://www.3rdeyecam.com/refuse-fleet-management-systems/>

The attached Proposal is tendered in compliance with and conforms to the bid specification requirements of Sourcewell as set forth in solicitation #091219 identified with an initial submittal date of September 11, 2019. However, for complete clarity and transparency, the pricing and performance commitments contained herein are tendered to Sourcewell predicated on a mutual understanding and agreement on the following points of clarification:

1. Warranty issues related to the body and Heil factory-installed components shall be administered and resolved by The Heil Co. Warranty for 3rd party manufacturers such as the chassis, chassis options, or subsequently installed components shall be administered and addressed by the respective product manufacturer.
2. Product returns shall only be available in the event Heil is notified of a body problem in writing and has not resolved the issue within thirty (30) days after receipt of said Notice.
3. Consistent with section 10B of this Agreement, any supplemental terms or conditions on Member-supplied transactional paperwork (such as a Purchase Order) shall be null and void unless an Amendment to this Agreement is executed between Supplier and Member.
4. In the event a Member requires a Performance Bond from Supplier, the cost of the bond premium shall be added to the cost of the Product.
5. In relation to section 12. Audits, audits are restricted to pricing and invoicing to verify our compliance with the contract.
6. In order to avoid any confusion concerning the point that the Agreement governs the sale in section 6F, and any Purchase Order terms do not apply per section 10B, we would like to clarify that all actions at law would take place in Todd County or Fergus Falls, MN.
7. Regarding section 20 A.5, our products and services do not fall within this category.
8. Regarding section 20 B, we do not provide copies of our insurance policies, but do provide the required Certificate of Insurance to demonstrate our proof of insurance.

9	What are your company's expectations in the event of an award?	As a company, we strive to live out the values we espouse of respecting people, maintaining our product offerings and processes to provide the most extensive and complete portfolio of fir	*
10	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Please see Appendix B of this Proposal for a complete 2018 Dover Annual Report. Heil is an operating company within the Dover Company structure. https://investors.dovercorporation.com/annual-reports	*
11	What is your US market share for the solutions that you are proposing?	Although Heil is the leader in the US, we do not publish market share numbers.	*
12	What is your Canadian market share, if any?	Heil does not publish market shares.	*
13	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No. We've never been subject of a bankruptcy action.	*
14	How is your organization best described: is it a manufacturer, distributor/dealer, or a combination of these? Provide your written authorization to act as a distributor/dealer with your sales and service force and with your dealer network.	a. Heil is a manufacturer and our dealer network is independently owned. b. Heil offers a case by case system of sales and marketing in the global market. In general, we employ our Dealer Network to cover cities and counties within all 50 states in the US and 7 Canadian provinces. Secondly, we employ Key Account Representatives where the volume of business warrants. Thirdly, we employ Regional Sales Managers to manage and coordinate the activities. All these individuals are employed by Heil, as follows: 1) Dealer Sales Representatives – Employed by Heil Dealers and they represent Heil from a Contract standpoint when quoting or selling Heil equipment to Sourcewell members. 2) Key Account Representatives – Employed by Heil 3) Regional Sales Managers – Employed by Heil	*
15	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	State of Tennessee - Motor Vehicle Manufacturer/Distributor License ID Number 00005771 Hamilton County, Tennessee - Business License License Number 052431 City of Chattanooga, Tennessee - Business Tax License State Tax Account # 501133955 Local Business Tax Account # 30101 The Heil Co. is an ISO-certified manufacturer.	*
16	Provide all "Suspension or Disbarment" information that has applied to your organization during the past ten years.	None	*

17	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Our product line consists of a series of commercial and residential equipment. They are divided into 9 sub categories: Front Loaders Rear Loaders Side Loaders Multi-Compartment Vehicles CNG Capabilities Organics Parts Central Bayne Thinline Premium Lift Systems Third Eye	*
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Industry Recognition & Marketplace Success

Line Item	Question	Response *	
18	Describe any relevant industry awards or recognition that your company has received in the past five years	Heil holds more than 200 industry patents for solid waste and recycling innovations. We are al organizations: a. of Scrap Recycling Industries (ISRI) c. National Association for Information Destruction (NAID (WASTEC) In addition to these industry awards, we have the following recognitions: NWRA – 2014 Hall of fame induction – John Curotto, President, Curotto-Can, (subsidiary) NWRA – 2014 Hall of Fame induction – Bill Wilkerson, VP Sales and Marketing, Marathon (sister company) NJPA Pioneer Award - 2017 – Larry Angel – General Manager Ready Trucks Pat Carroll, Heil President, is a member of the: a. Board of Governors of WASTEC b. Board of Directors of Environmental Research and Educational Foundation (EREF)	*
19	What percentage of your sales are to the governmental sector in the past three years	22%	*
20	What percentage of your sales are to the education sector in the past three years	Less than 1% as they generally do not pick up their own garbage.	*
21	List any state or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	While Heil does not hold any other cooperative purchasing contracts, we do sell refuse trucks to our Dealer Network who utilize other procurement contracts including HGAC, Florida Sheriff's Association, and the Texas Buy Board.	*
22	List any GSA contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	We do not have a GSA contract	*

References/Testimonials

Line Item 23.

Entity Name *	Contact Name *	Phone Number *	
City of Portsmouth	Kenny Strickland stricklandk@portsmouthva.gov	757-393-8629	*
City of Franklin VA	Russell Pace rpace@franklinva.com	757-562-8562	*
Dare County	Shanna Fullmer shanna@darenc.com	252-423-0136	*
City of Norfolk	Rob Arnold robert.arnold@norfolk.gov	757-441-5813	
University of Maryland	Bill Guididas wguidida@umd.edu	301-405-3293	

Top Five Government or Education Customers

Line Item 24. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
City of New York City	Government	New York - NY	724 Refuse Trucks	724	\$68 million	*
City of El Paso, TX	Government	Texas - TX	50 Refuse Trucks	50	\$5 million	*
City of Austin, TX	Government	Texas - TX	49 Refuse Trucks	49	\$5.7 million	*
City of Columbus, GA	Government	Georgia - GA	40 Refuse Trucks	40	\$2.7 million	*
Metro Nashville, TN	Government	Tennessee - TN	38 Refuse Trucks	38	\$2.5 million	*

Ability to Sell and Deliver Service Nationwide

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

Line Item	Question	Response *																														
25	Sales force.	Heil's dealer network consists of 34 dealers located within North America. All dealer locations that support the Heil brand can provide customers with road service, if needed, and all dealers offer onsite service at customer locations. In addition, we have 8 Regional Managers that support the Heil Dealers in their respective territories to help expedite and facilitate solutions to meet the member's needs. Please see Appendix C for a map of our dealer locations and service locations. Heil Region <table><tr><th>Name</th><th>Regional Manager</th><th>Name</th><th>Location</th><th>% Focus on Heil Sales & Services</th></tr><tr><td>Jim Blanchard</td><td>Boston, MA</td><td>100% North Atlantic</td><td>Dennis Fallon</td><td>Pittsburg, PA</td></tr><tr><td>100% Southeast</td><td>Randy Wells</td><td>Fort Payne, AL</td><td>100% Central</td><td>Joe Howard</td></tr><tr><td>Houston, TX</td><td>100% Midwest</td><td>Bob McHugh</td><td>Chattanooga, TN</td><td>100% West</td></tr><tr><td>Bill Engstrom</td><td>Hurricane, UT</td><td>100% Northwest</td><td>Mike Tucker</td><td>Denver, CO</td></tr><tr><td>100% Canada</td><td>Craig Thomas</td><td>St. Louis, MO</td><td>100%</td><td></td></tr></table>	Name	Regional Manager	Name	Location	% Focus on Heil Sales & Services	Jim Blanchard	Boston, MA	100% North Atlantic	Dennis Fallon	Pittsburg, PA	100% Southeast	Randy Wells	Fort Payne, AL	100% Central	Joe Howard	Houston, TX	100% Midwest	Bob McHugh	Chattanooga, TN	100% West	Bill Engstrom	Hurricane, UT	100% Northwest	Mike Tucker	Denver, CO	100% Canada	Craig Thomas	St. Louis, MO	100%	
Name	Regional Manager	Name	Location	% Focus on Heil Sales & Services																												
Jim Blanchard	Boston, MA	100% North Atlantic	Dennis Fallon	Pittsburg, PA																												
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Bill Engstrom	Hurricane, UT	100% Northwest	Mike Tucker	Denver, CO																												
100% Canada	Craig Thomas	St. Louis, MO	100%																													

26	Dealer network or other distribution methods.	Heil Dealer List: Heil Dealer Name City State Heil Region Heil of Texas - Irving, TX Irving TX Central Heil of Texas - San Antonio, TX San Antonio TX Central Ingram Equipment Company, LLC - Pelham, AL Pelham AL Southeast Ingram Equipment Company, LLC - Theodore, AL Theodore AL Southeast International Trucks of Hawaii - Kapolei, O'ahu, HI Kapolei, O'ahu HI West Kois Brothers Equipment Company, Inc. - Commerce City, CO Commerce City CO Northwest Kois Brothers Equipment Company, Inc. - Billings, MT Billings MT Northwest Kois Brothers Equipment Company, Inc. - Great Falls, MT Great Falls MT Northwest Armor Equipment - Arnold, MO Arnold MO Midwest Balar Equipment Corporation - Phoenix, AZ Phoenix AZ West Bell Equipment Company - Lake Orion, MI Lake Orion MI North Atlantic Bell Equipment Company - Gahanna, OH Gahanna OH North Atlantic Bob's Services - Anchorage, AK Anchorage AK Northwest Bodyworks Equipment, Inc. - Monrovia, CA Monrovia CA West MacQueen Equipment, Inc. - Menomonee Falls, WI Menomonee Falls WI Midwest Carolina Environmental Systems, Inc. - Kernersville, NC Kernersville NC Southeast Carolina Environmental Systems, Inc. - Greenville, SC Greenville SC Southeast Carolina Environmental Systems, Inc. - Austell, GA Austell GA Southeast Central Indiana Truck Equipment (CITE) - Indianapolis, IN Indianapolis IN Midwest Cyncon Equipment Company - Rush, NY Rush NY Northeast Heil of Texas - Houston, TX Houston TX Central Stringfellow, Inc - Nashville, TN Nashville TN Midwest Stringfellow, Inc - Chattanooga, TN Chattanooga TN Midwest Sunbelt Hydraulics and Equipment, Inc. - Pompano Beach, FL Pompano Beach FL Southeast Tampa Crane and Body, Inc. - Tampa, FL Tampa FL Southeast MacQueen Equipment, Inc. - Ankeny, IA Ankeny IA Midwest United Engines, LLC - Oklahoma City, OK Oklahoma City OK Central Utility Truck Equipment Company (UTEC) - Lake Charles, LA Lake Charles LA Central Vasso Waste Systems, Inc. - Brooklyn, NY Brooklyn NY Northeast Fer-Marc Equipment, Ltd. - Regina, SK Regina SK Canada Ray Max Equipment Sales - Calgary, Alberta, AB Calgary, Alberta AB Canada Saniquip, Inc Riguad QC Canada Vimar Equipment, LTD Burnaby BC Canada Binzz Inc. - Campbellville, ON Brampton ON Canada Legacy Equipment Company - Salt Lake City, UT Salt Lake City UT Northwest MacQueen Equipment, Inc. - St. Paul, MN St. Paul MN Midwest Maine Equipment Company, Inc - Hermon, ME Hermon ME Northeast Mid-Atlantic Waste Systems - Easton, MD Easton MD North Atlantic Mid-Atlantic Waste Systems - Salem, VA Salem VA North Atlantic Mid-Atlantic Waste Systems - Chesapeake, VA Chesapeake VA North Atlantic Mid-Atlantic Waste Systems - New Castle, PA New Castle DE North Atlantic Mid-Atlantic Waste Systems - Clinton, MD Clinton MD North Atlantic Mid-Atlantic Waste Systems - Pittsburgh, PA Cheswick PA North Atlantic MacQueen Equipment, Inc. - Lincoln, NE Lincoln NE Midwest Northern Truck Equipment Corporation - Sioux Falls, SD Sioux Falls SD Midwest Northern Truck Equipment Corporation - Fargo, ND Fargo ND Midwest Northern Truck Equipment Corporation - Rapid City, SD Rapid City SD Midwest Preferred Truck & Equipment Repairs, Inc. - Sacramento, CA Sacramento CA West River City Hydraulics, Inc. - Sherwood, AR Sherwood AR Central River City Hydraulics, Inc. - Baton Rouge, LA Baton Rouge LA Central River City Hydraulics, Inc. - Memphis, TN Memphis TN Central Ruckstell California Sales Company, Inc - Fresno, CA Fresno CA West EJ Equipment - Addison, IL Addison IL Midwest Action Fleet Repair - North Las Vegas, NV North Las Vegas NV West Environmental Equipment Sales & Service, LLC Sutton MA Northeast Armor Equipment - Olathe, KS Olathe KS Midwest Heil of Texas - El Paso, TX El Paso TX Central EJ Equipment - Manteno, IL Manteno IL Midwest Preferred Truck & Equipment Repairs, Inc. - Livermore, CA Livermore CA West
27	Service force.	Our Heil Dealer Network comprises 60 locations to service customers. In addition to these dealer technicians, Heil also has 8 Field Service Technicians that are also available to service members if the need requires it. Support for our customers is a priority and we make it as easy as possible through our dealer locator on the Heil website, easy to access email for Heil Tech Support as well as the Heil Tech Support phone number. Please click the link below to see the ease of access: https://www.heil.com/support

28	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Heil Environmental has dedicated Customer Care and Support for new refuse equipment sales on site as well as through our extensive US dealer network. Heil also offers OEM part sales and support through Heil Parts Central. For new unit sales, Heil's release management process provides firm commitment dates on standard orders within 72 hours. All Heil products are manufactured and inspected throughout the build process building quality into every Heil product from the start. Quality Control reviews every unit before shipment to ensure every product is 100% accurate to the customer's request and order submission. OEM part sales are available through Heil Parts Central's 24-hours a day e-commerce website and Representatives for these products as well. At Heil we pride ourselves on customer satisfaction	*
29	Identify any geographic areas of the United States that you will NOT be fully serving through the proposed contract.	Heil is fully prepared and uniquely capable of servicing ALL Sourcewell Member geographic areas and market segments under this contract in the United States, Canada, and internationally.	*
30	Identify any Sourcewell Member sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	There will be no exclusions of Sourcewell Members from our contract related to this RFP. Heil is fully prepared and uniquely capable of servicing ALL Sourcewell Member segments.	*
31	Define any specific contract requirements or restrictions that would apply to our Members in Hawaii and Alaska and in US Territories.	The requirements for shipping a piece of equipment via an ocean-going vessel will vary depending on the port of departure and the port of delivery. In some cases, full or partial payment of equipment may be required prior to loading onto the shipping vessel or exiting port after loaded.	*

Marketing Plan

Line Item	Question	Response *	
32	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Heil is very aggressive in our marketing of the opportunities provided us by our association with Sourcewell. We have one of the nation's largest dealer networks – and work with them, provide training and guidance regarding how to best take advantage of our Sourcewell contract. In addition, we use our in-house video production team to further enhance both the brand – and the strength of partnering with Sourcewell through both our Sourcewell video testimonial – and through our popular ReadyTruck video series – which plugs Sourcewell during every episode. Both of these channels are popular and viewed by our following. These can also be found on our website – which garners more traffic than any of our competitors [based on Moz and Google Analytics reporting]. In addition, we display our Sourcewell contract proudly on our website, as well as on all of our eBrochures.	*
33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Effective SEO is a key component of all of ESG's web properties and Heil, Marathon, and 3rd Eye all have robust social media strategies that highlight wins, customers, and information pertinent to the waste industry. We are leading all of our competitors in our SEO search metrics as can be seen in the attached charts. We have always looked at our SEO strategy as a "discipline" vs. a process – and we feel that our dominance in this area is a testament to that. Combined with this strategy are tools that monitor our website traffic and provide very granular metrics regarding who is on our site, what they are looking for – and how often they visit. This information is then automatically delivered to our sales teams to ensure they track the lead through revenue generation.	*
34	In your view, what is Sourcewell's role in your Sourcewell- awarded contract into your sale	Sourcewell is seen as a valuable partner in the implementation and success of this contract. As such, we believe that Sourcewell's role as a joint partner in all marketing collaterals is essential. As part of our partnership, Heil will be responsible for increasing Sourcewell awareness and the inherent benefits of the contract through our various dealer sales meetings, national Heil sales meetings and any trade shows in which we participate. In exchange, we would expect that Sourcewell will promote Heil on the Sourcewell website, in the quarterly Newsletter, in all Sourcewell literature, and at all applicable marketing resources and publications.	*
35	Are your products or services available through e-procurement system and how government	No. Due to the many options that are offered on both body and chassis and the electronic interactions that have to occur between the two units, we feel it prudent to involve our Dealer Representatives that are trained to know what will work together and what will not. It is too complicated to just select options and hope it will work, and this will help protect the member's procurement teams who may not be as knowledgeable regarding product options and applications by utilizing the trained staff at our dealer locations.	*

Value-Added Attributes

Line Item	Question	Response *
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36	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell Members. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Heil offers a wide array of custom training programs that keeps our sales management and Dealer sales force up to speed on our products. From selling techniques, technical product and operator trainings, to product maintenance schools, every aspect of selling and promoting our vehicles is covered. We have been extremely successful with these programs and will be offering them again to our Sourcewell members to further their education on mobile refuse collection vehicles. They consist of: • In-person training sessions. They are performed in our Fort Payne, Alabama and Vernon, Alabama production facilities. The proximity of the factory makes it easier for the Sourcewell Members to fully comprehend what separates our mobile refuse vehicles from our competitors. • Mobile training trailers that travel throughout the United States. These two unique and first in the industry mobile classrooms bring education directly to our customers. As a customer-oriented company, we believe this type of training eliminates travel time, job downtime, and related costs for course attendees. In fact, they can be set up onsite at a customer or Dealer location and are equipped with the latest technology to deliver customer-specific content in air-conditioned comfort. • Heil Service Shack video trainings available to our Sourcewell members in the form videos posted on our various social media sites. These are available in English, Spanish and French Canadian. Follow the links below for examples: English https://vimeo.com/281281938/636d4ccd22 French Canadian https://vimeo.com/281969922 Spanish https://vimeo.com/274579697	*
37	Describe any technological advances that your proposed products or services offer.	• Safety via cameras and radar with the ability to record all cameras on the truck (when installed with 3rd Eye's Hurricane Gateway) • Asset utilization: be able to record and track the hours and location of your assets • Equipment behavior: know that status of your garbage truck's hopper, compactor and ancillary equipment in real time • On Road / Off Road: know when your assets are on highway and when they are not • Integrating lightweight composites into non-critical areas of our refuse collection bodies to produce the lightest weight refuse collection vehicle on the market today with the largest legal payload – 11+ tons. • Adding the Heil Overweight Prevention System™ (HOPS™) to our refuse collection vehicles to monitor vehicle weight while on route. HOPS uses axle transducer scales, accurate to within 2%, to determine the vehicle's gross weight. When the unit approaches its maximum allowable weight, the driver receives audible and visual signals inside the cab. When the unit reaches its maximum allowable weight, the system prevents the operator from collecting any more cans. This helps ensure full loads, minimizes exposure to overweight fines, and extends the life of the vehicle. • Heil's Automated Front Loader with Odyssey controls and hydraulics launched in mid-2013 redefining automated and bulk refuse collection levels. Pressure compensated piston pump, positions sensing cylinders and control logic drove weight out of the product while significantly reducing complexity, increasing reliability resulting in industry leading uptime and lowest Total Cost of Ownership. • No other residential front loader garbage truck features the Half/Pack® smart design, with all of its systems working together to reduce the total cost of operation. It's more efficient, easier to operate, easier to service, and less likely to need service in the first place. • The Half/Pack® Freedom™ frontload trash truck weighs only 15,700 pounds, which is 19% lighter than a standard Half/Pack® and 1,350 pounds lighter than the lightweight Half/Pack® Sierra™. The Freedom™ can carry up to 11 tons of legal payload in its 28 cubic yard front load body – the largest legal payload – and features a 12 cubic yard hopper and a frontload arm lifting capacity of 8,000 pounds. To ensure the Half/Pack® Freedom™ front loader maintains its long-term durability, we have added an innovative load-control system to the unit called the Heil® Optimal Payload System™ or HOPS™. • The Heil® Half/Pack® front-load garbage truck with Odyssey™ hydraulic controls has a single, easy-to-use joystick that maximizes ergonomics by requiring minimal effort to operate and increases productivity. It is also equipped with an Insight Display, an in-cab display that provides real-time feedback, as well as optimal operator control.	*

38	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	As a leader in the solid waste and recycling industry, Heil maintains a corporate mission to provide customers with innovative solutions for processing, transporting, and transforming the solid waste stream into sustainable resources that benefit both our customers and our communities. To that end, we strive to incorporate —green practices into our company processes as well as into our products. Here are some examples: • We have installed a CNG fueling station at our Fort Payne, Alabama production facility to meet the fueling needs of refuse collection units leaving the plant as well as to support the fueling of privately owned CNG-powered vehicles in the local community. • As part of our manufacturing process we install CNG fuel systems on many new customer trucks while meeting the growing demand for gas fueling applications. In Heil production facilities, we: • Recycle 100% of the scrap steel used to make our products • Use a low VOC electrostatic paint process to paint our lifters, refuse collection bodies, compactors, and balers • Actively recycle cardboard, aluminum, plastic, office paper, and wooden pallets • Our green products include: • Use of hybrid and CNG-fueling systems on our Heil refuse collection bodies • Building innovative, lightweight Heil refuse collection units that reduce costs associated with fuel, tires, and brakes • Our patented Odyssey™ hydraulic control technology delivers waste industry-leading productivity with the lowest total cost of ownership, helping refuse haulers make more money on the route. This system is designed to help operators finish routes up to 20% faster, deliver measurable fuel savings while reducing wear on the lift assembly, chassis, engine, and transmission. Plus, it greatly reduces noise pollution. • As a Dover company, Heil supports Dover Corporation's —Sustainability Policy, a long-term commitment to operational excellence that will reduce greenhouse gas emissions, the use of volatile organic compounds (VOC), metal and cardboard consumption, and landfill utilization across the enterprise. • Specifically, Dover has committed to reduce greenhouse gas emissions and energy consumption by 20% each by the year 2020. Many Dover operating companies have already achieved significant energy and energy cost reductions in their operations. Launched in 2012, Dover's Energy Efficiency Captain Program has created a knowledge sharing community of operating company professionals to discuss energy efficiency and sustainability initiatives at their facilities. Initial findings from 2012 data indicate that 39 energy efficiency projects were implemented, with over 8,000 MWh in savings. To learn more, please click the following link: https://www.dovercorporation.com/about-us/sustainability/intensity-goals	*
39	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	Heil is continually innovating toward solving all sorts of hard problems that enable our customers to be more safe and efficient. One example of this is the way Odyssey controls help to conserve energy through smart hydraulic power management. By providing the right amount of power only when it is needed, energy is conserved. Specifically, utilizing a variable displacement pump combined with a load sensing hydraulic valve and proportional control system, operators get the finesse and power they need while fuel economy improves. Moreover, in our more conventional designs, complete disengagement of the hydraulic pump, via a hot shift pto, eliminates parasitic loss which also improves fuel efficiency. One of the more substantial efficiency improvements with the Odyssey comes from system productivity. The entire system efficiency plays a major role in fuel usage when viewed from the perspective of 'cans-per-gallon'. The Odyssey design takes seconds off of packer and auto-lift cycles. Combine this with the inherent ergonomics and maneuverability of the Curotto Can and the unit finishes the route substantially faster than conventional RCVs. Of vital importance is the fact that when the key switch is off, there is 100% fuel savings. The culmination of these highly engineered features results in a product that has the potential to save hours a week in operational costs. All things being equal, if a route is completed in 9 hours verses 10; there is a 10% fuel savings. Energy conservation is of critical importance to all stakeholders in the RCV industry. Heil recognizes this and has responded with a highly engineered product that lives up to the Heil legacy. This has been accomplished through the designs, measurements and analysis reflected here, and is meant to help end users succeed in their social, financial and environmental goals.	*
40	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	As an operating entity of a public company, Heil is not certified as a WMBE or SBE business entity. However, five of our dealers are certified as WMBE business entities: Heil of Texas, River City Hydraulics, Ingram Equipment, UTEC, and Fer-Marc Equipment.	*

41	What unique attributes does your company, your products, or your services offer to Sourcewell Members? What makes your proposed solutions unique in your industry as it applies to Sourcewell members?	- The ability to be a single source provider for equipment, parts and service under this contract - Offer a full range of RCV products - Front Loader, Automated Front Loader, Side Loader and Rear Loader. - Localized parts inventories at your Dealer Locations for all models - All RCV's offered are manufactured in the US and comply with current ANSI and FMVSS requirements 60 authorized US and Canada Dealer locations capable of providing complete Sales, Parts & Service - All Dealers routinely evaluated to ensure they are providing superior quality and service - Directly employ 8 technicians who provide factory and field support for all products offered, with access to over 650 engineering and manufacturing personnel - Own well over 200 patents - All warranty handled direct without pass through to an outside supplier or manufacturer - Preventative maintenance programs available - Complete service, operator, factory and field training available for authorized Dealers and customers across all product lines - Offer on-site alternative fuel system installation - On-site alternative fuel filling station - On the ground, completed and ready to go factory RCV inventory program with equipment available for immediate delivery - Rental program to fulfill equipment needs prior to completing a Sourcewell transaction - Factory and Dealer demos available for on route demonstrations - Utilize multiple software tools to collect data and analyze route information to offer best-product solutions and optimize Total Cost of Ownership for varying user conditions - Sales, parts and service marketing programs available to Dealers for all products	*
42	Identify your ability and willingness to provide your products and services to Sourcewell member agencies in Canada.	Heil is uniquely capable and fully prepared to service Sourcewell Members in Canada and around the globe. We have 5 dealers in the Canadian Provinces with many representatives who are bilingual where applicable, as well as a widespread network of representation around the world in various countries, all of whom are managed by Heil Export Sales Team. Heil is also the preferred supplier of refuse collection bodies to many the largest waste management companies that currently serve the Canadian market as well as Canada's largest rental fleet.	*

Warranty

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

Line Item	Question	Response *	
43	Do your warranties cover all products, parts, and labor?	The initial 1-year standard warranty coverage includes parts and labor for 12 months or 2000 hours. In addition to the 1-year standard warranty, there are also various extended warranty packages that may be purchased depending on the needs of the individual member.	*
44	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Heil® Certified OEM Parts are the most reliable replacement parts for Heil® refuse trucks. These parts are made following the exact specifications and production processes on the same assembly lines as the parts originally installed on the vehicles. This means they fit perfectly every time. Heil® uses only the highest-quality materials for parts that last, therefore, OEM parts must be used to continue warranty coverage. Heil does not assume any liability for warranty considerations due to any improper use, operation beyond rated equipment/component capacity, substitution of parts that are not Heil-approved, or any alteration or repair by others in such a manner that affects the product operation or integrity.	*
45	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Although we do not cover the expense of travel time and mileage for warranty repairs, the Heil Warranty Request Order Form (referred to as the WRO Form) is used to request approval for policy adjustment of warranty coverage requesting unusual or non-standard repair(s) and exceptions such as these may be considered.	*
46	Are there any geographic regions of the United States (and Canada, if applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell Members in these regions be provided service for warranty repair?	Heil is fully prepared and uniquely capable of servicing ALL Sourcewell member geographic areas and market segments under this contract in the United States and Canada. The first level of service would be through the Authorized Heil Dealer network, and if required, the Field Service team within our Heil Technical Support Group.	*
47	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Yes. Heil pays warrantable claims and then we work internally with our suppliers toward recovery where applicable.	*
48	What are your proposed exchange and return programs and policies?	OEM parts purchased from the Heil Dealer through Parts Central can sometimes be considered for return or exchange depending on certain criteria, such as being a current production part, and are evaluated on a case by case basis. Cylinders, when applicable, ship back to cylinder OEM for evaluation. Non-cylinder claims may require return to Heil and is determined through the warranty and repair process.	*
49	Describe any service contract options for the items included in your proposal.	Each dealer in our extensive network establishes the pricing for and manages service contracts on a localized basis for our customers based on their individual needs.	*

Payment Terms and Financing Options

Line Item	Question	Response *	
50	What are your payment terms (e.g., net 10, net 30)?	Heil's payment terms are Net 30.	*
51	Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?	Yes. Since March of 2017, Heil has been partnered with DLL Financial Solutions to offer value-added retail financing and leasing programs. With over 35 years of proven vendor finance experience, DLL provides flexible finance solutions to customers around the globe. They are a reliable name and fully support all Heil US and Canadian dealers. DLL does offer flexible tax-exempt equipment financing solutions as well as Tax-exempt Municipal Lease Purchase options for State and local governments, public school districts and public colleges and universities. In addition to this, Heil has a good working relationship with the team at National Cooperative Leasing and are very willing to work with them also.	*
52	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell Members' purchase orders.	All orders for Heil products will be handled by each Member's local Heil Dealer, except for those sales territories where products are sold direct via our internal sales team. For those orders, the Member will work directly with the Heil Regional Manager for the territory who will handle the entire order process. From time to time the situation may arise where we can authorize another entity working in conjunction with our Heil dealer to offer the member a proposal using our contract. An example of this might be where a license is needed to sell a chassis in a certain location, but our Heil dealer is selling a turn key solution to the Sourcewell member. In this example, the purchase order might be issued to an entity not listed as a Heil dealer, but the Heil dealer is initiating the proposal to the Sourcewell member and providing the member with a simple, single purchase order solution. The Heil website (www.heil.com) can be accessed 24 hours per day, seven days per week. The site offers an interactive listing of authorized Heil dealers Members can use to find their local Sourcewell dealer/representative, who they will call directly to answer questions or to place an order. The Heil representative responsible for the territory of a Sourcewell member will work directly with them to identify the member's equipment needs. Once all equipment requirements have been determined, the representative will accept a PO directly from the Sourcewell member, complete all necessary paperwork, and place the member's order with Heil.	*
53	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell Members for using this process?	With all orders for Heil products being handled by the local Heil Dealer, payments are made directly to the respective dealer. Due to expense associated with fees related to a capital expense of this size, P-Card payments are not feasible. We believe this better serves the Sourcewell members in keeping costs lower.	*

Pricing and Delivery

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

Line Item	Question	Response *	
54	Describe your pricing model (e.g., line-item discounts or product- cat materials (if applicable) in the document upload section of your resp	Heil maintains individual MSRP Price Lists for each of our equipment product offerings and would use a "Percentage Discount from Catalog" model for pricing our products under this contract. For the 12,000 plus available parts offered, the pricing is also a "Percentage Discount" model. We have included copies of our MSRP equipment (See Appendix D) and parts pricing (See Appendix E for Heil Parts Pricing, Appendix F for Bayne Parts Pricing and Appendix G for Curotto Can Parts Pricing). Within the MSRP Price Guide, the Sourcewell member will find each product offered at various body sizes along with multiple options available to the member to meet their specific requirement. Due to the many options that are offered on both body and chassis and the electronic interactions that occur between the two units, we feel it prudent to involve our Dealer Representatives that are trained to know what will work together and what will not. Once the member has met with and defined a body and chassis specification that they desire, the Heil Dealer will provide them a quote that would contain the itemized list of the body with options and a total price. If the member wanted to verify that the quote was compliant to the contract, they would be able to compare the two documents to ensure they are not paying more than the 4% off MSRP.	*

55	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	If awarded a contract, we would offer Sourcewell Members a discount of 4% off MSRP for all products and services which would represent the ceiling price a member would pay to a Heil Dealer although the exception to this would be the chassis. See Appendix A for Chassis Specs and Pricing. Note, this discount does not apply to equipment rentals through those various entities. The rental pricing submitted has already taken this discount.	*
56	Describe any quantity or volume discounts or rebate programs that you offer.	Although Heil does not offer volume rebate programs, since our pricing is a ceiling-based approach for the Sourcewell member, a specific opportunity consisting of a high volume of units would certainly be reviewed.	*
57	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	In general, we do not source goods outside of our published price guides, so we are able to use the benefit of the Heil Dealer network to handle these nonstandard options that are requested by the members. The Sourcewell member will specify what product or service that is not included in our published price guides and we then review those items to ensure they have provided a line item quote to the member for each request. Similarly, the situation may arise where the member has a chassis specification that our turnkey solutions do not completely satisfy. In these situations, we will request a copy of the chassis specification desired and compare it to our standard specifications. We would consider these differences to be nonstandard options and would make sure that the difference in price would not exceed 10% of the total value of a turnkey package solution. Also, these non-standard options could include fuel delivery systems. For example, the installation of a LNG (Liquid Natural Gas) engine could be quoted by the Heil dealer, and as a non-standard option, the pricing should not exceed the 10% of the turnkey package threshold per option. It is feasible that a combination of expensive options such as a LNG fuel system and body scales could exceed the 10% sourced good threshold combined, but not individually.	*
58	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Total Cost of Acquisition costs are included in the pricing we have submitted with this Proposal. Freight or shipping charges would be identified by line item as such on the quotation to the member from the associated Heil dealer as well as any member requested additions.	*
59	If freight, delivery, or shipping is an additional cost to the Sourcewell Member, describe in detail the complete freight, shipping, and delivery program.	Due to varying customer locations and shipping preferences, freight is an additional cost not included in the price guide submitted in Appendix D. Freight/delivery is included in the final pricing for every Sourcewell order. The current cost for Heil arranged shipping to the local Heil dealer, including Canada, is detailed in the "Heil Drive Away Price List" attachment submitted in Appendix H. For destinations not falling within the continental United States, the units will be delivered to the port of exit via a Heil or customer arranged delivery service and shipped via barge or ocean-going vessel to the destination.	*
60	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Shipments to Member Agencies in Alaska and Hawaii would be handled by the local Heil Dealer who is well-versed in economically coordinating these types of shipments. Shipping requirements vary by type of product, product dimensions, and weight. For example, a refuse collection vehicle can be driven to the port of export, then shipped via container to its port of destination, and then driven to the local dealer who would perform the necessary inspections and facilitate delivery to the customer. For all product orders shipping to Alaska or Hawaii, all costs for shipping would be calculated and quoted to the customer at time of order. Shipments to our Canadian Heil Dealers are included in the Heil Drive Away Price list in Appendix H. Returns are treated the same for Hawaii and Alaska as for the other 48 states.	*
61	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Heil's Network comprising 34, well trained, entrepreneurial Dealers at 60 locations around the U.S. and Canada, set Heil apart in size, personnel, experience and customer focus. This network coupled with Heil's product innovation pipeline and factory support makes the Heil brand, sales and customer service channels unique to the refuse collection vehicle market.	*

Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
62	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	Option C best describes the pricing that is offered in our proposal. Heil does not hold any other cooperative purchasing contracts, nor do we have a GSA account. Our product offerings are sold through our Heil Dealer network to the individual Sourcewell members. This proposal sets a ceiling price and therefore allows the dealer to work individually with the member to get them the best price possible.

Audit and Administrative Fee

Line Item	Question	Response *
63	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell Members obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.	Heil's self-audit process for all Sourcewell transactions will begin as soon as an order is submitted. Orders will be reviewed immediately by multiple departments to ensure all necessary documents are submitted, and complete. Prior to submitting quarterly fees to Sourcewell, the final invoice to each Sourcewell member will be reviewed to make certain the Sourcewell fee amount is in alignment with the final invoice to the Sourcewell member. In addition to Heil's Customer Care team retaining all documents submitted with the original order, Heil will retain a copy of the final customer invoice, other applicable documents and reports.
64	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	Heil proposes an administrative fee payable to Sourcewell of 1% of the purchase price on all products, including chassis.

Industry Specific Questions

Line Item	Question	Response *
65	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	The internal metrics that we currently utilize to measure success are related to total units sold on the contract versus a goal. We set our goal each year based on our company annual operating plan, then we measure throughout the year to be sure we are staying on target or looking for ways to address areas where we are exceeding or missing our goal. We also track the number of units sold off the contract that are turnkey solutions versus non-turnkey solutions.
66	If your proposal does not include the chassis as a turnkey solution, propose, in detail, the process you or your dealer will follow to assist the Sourcewell member to acquire the chassis.	Heil does offer a full turnkey solution, but as noted in Question 57 regarding "sourced" products, the situation may arise where the member has a chassis specification that our turnkey solutions do not completely satisfy. In these situations, we will request a copy of the chassis specification desired and compare it to our standard specifications. We would consider these differences to be nonstandard options and would make sure that the difference in price would not exceed 10% of the total value of a turnkey package solution. Similarly, chassis OEMs generally make model changes in the middle of the year and some customers prefer the newer models. We would follow the same process of comparing the chassis specifications for the current year model versus the newest model and ensure that the difference in price would not exceed 10% of the total value of a turnkey package solution.

67	Explain key designs or processes your company takes to provide and promote safe operation of your equipment.	For many years, the Heil company has been an active participant in the development and maintenance of the ANSI Z245.1 – Mobile Equipment safety standard which governs our industry. The chairman of this committee is a Heil Director of Engineering, and ESG is a voting corporate member of the main ANSI council with many representatives across multiple ANSI standard subcommittees. All Heil designs are compliant with ANSI 245.1, and each design change is evaluated against this standard by way of our disciplined and documented engineering change process. However, ANSI is not the only standard with which Heil ensures compliance. The company is diligent to comply with all relevant standards that cover our products. This includes: FMVSS, SAE, ISO, and NFPA52 just to name a few. Safety is our first priority and is daily topic in our daily work and conversations, followed by quality and on-time delivery. Heil also has a long-standing and extensive training program to help our customers and their end-user customers understand the required safety and maintenance practices. This is supported by way of factory training, on-site training, and on-line video resources. Heil adheres to a high standard of business ethics and is a socially responsible company committed to the safe design, manufacture, operation and service of its innovative products.	*
68	Explain how your equipment in this category reduces down-time for the purchasing entity.	Front Loaders • Streetwise Hydraulics, the Heil® exclusive "clean front head," relocates the hydraulic body valve from the front head to under the side of the refuse body. This design reduces the influence of exhaust heat on the hydraulic components, as well as improving access to the valve bodies. This improves safety and reliability while reducing downtime. • The Cortex controller with Insight Display - the brain of our system - is a rugged mobile controller that delivers intelligence and precision. Utilizing a mobile controller and placing it in a protected location gives us the intelligence we need and the durability our customers demand. • The Heil® Half/Pack® front-load garbage truck with Odyssey™ hydraulic controls has interlocking cross-members and long-members that form a rock solid foundation for the body, delivering unmatched durability and longevity. This allows for more uptime, longer equipment life, and a higher resale value. A load-sensing piston pump controls hydraulic flow, intelligently delivering proper oil amounts as required. This increases efficiency, reduces fuel consumption, decreases hydraulic system temperatures, and contributes to low Total Cost of Ownership. • Equipped with an Insight Display, an in-cab display that provides real-time feedback, as well as optimal operator control. The operator can look to one place for all of the information needed on the body of the truck. Also, the Insight display offers maintenance personnel advanced troubleshooting features. This not only makes the operator more efficient but also reduces downtime and maintenance. • Heil® continues to set the standard for front loader refuse trucks with the evolution of innovative new features that enhance functionality. Our patented Shur-Lock™ tailgate locks, double-walled and lapped hopper sides, and an industry-leading interlaced ladder subfloor foundation mean that your Half/Pack® front loader is built for a long, reliable lifespan. • Zinc Plated tubes – The use of zinc plated tubes eliminates corrosion, therefore reducing hydraulic leaks and prevents the need to replace components over the life of the truck. This reduces maintenance and downtime costs. • Hydraulic Tube Covers – Protects the tubes and hoses on the arms from damage • Illuminated Push Button Controls – Fully sealed and potted, easy to read and understand push button controls for body and lighting functions reduce down time by increasing reliability Rear Loaders • The patented dual-track packing system is the heart of the PowerTrak® design. Other rear load garbage trucks move shoes or rollers along a single track during sweep and pack cycles. This requires the top cylinder to operate at a sharp angle of resistance, causing intense friction that robs power and speed and increases wear on shoes and tracks. The PowerTrak® Commercial's revolutionary dual-track system gives the top cylinder its own track, significantly reducing the angle of resistance. This reduces friction and increases cycle times because more pressure is exerted directly onto the load, giving you incredibly long life from the aluminum/bronze alloy slide shoes. • The DuraPack® 5000 features the Heil® DP body, the only fully welded, interlaced subframe in a refuse collection truck. With formed channels for extra strength, high tensile strength steel to maximize performance at a minimum weight, and full welding for superior resistance to corrosion and cracking, the DuraPack® 5000 is a sturdy rear loader with the stamina to absorb years of tough refuse hauling. In addition, the Cortex controllers with Insight Display – has been integrated into the electric system to reduce downtime. By utilizing this mobile controller and placing it in protected locations, the unit becomes more reliable and with more consistent interfaces with chassis electrical systems becomes easier to diagnose and keep on route. Side Loaders • The Python® side load arm features cushioned cylinders for action that's smooth, saving wear and tear on the lift arm and the chassis. • The Heil® Operate-in-Gear-at-Idle System comes standard on the DuraPack® Python®. It is designed to reduce wear on the lift assembly, chassis, engine, and transmission.	

- The DuraPack® Rapid Rail® automated sideloader also features Cortex with Insight Display. The "brain" of our system is a rugged mobile controller that provides the intelligence and precise control of our unit demands. Utilizing a mobile controller and placing it in a protected location gives us the intelligence we need and the durability our customers require. This allows for less downtime and ease of service.

- The Heil® Liberty™ Automated Sideloader integrates our time-tested Continuous Pack body with the patented technology of the Python arm. The Continuous Pack body has been a customer favorite for more than 35 years. Our patented paddle packer design continuously sweeps the hopper, so there's no need to stop and pack the load. And, because there's no packer panel to slide into the body, the need for shoes, guide tracks, guide rails, and internal body parts is eliminated

Multi-Compartment Vehicles

- The DuraPack 4060 split-body rear loader utilizes a 40/60 two-compartment split body. Also, the DuraPack® 4060 features independent hydraulic systems enabling the pressure to be adjusted for each compartment based on the type of waste being collected

CNG Capabilities

- CNrG™ offers a lower profile, enabling CNG-equipped front load and side load garbage trucks to make height-sensitive routes previously closed to them. And its smart design makes it road-ready from day one and reduces the need for maintenance and the associated costs. The fully integrated CNrG™ lifts as a regular tailgate and simplifies maintenance and fueling infrastructure. The CNrG™ tailgate structure received rigorous stress analysis and testing, simulating 15 years of operation.

Organics

- The PT 1000® can be equipped with optional features which include: an extended hopper sill, a hopper drain with shut-off valve, extended tailgate seal, body access door seal, an extended body front head plate, and sumps. The one-piece body sidewall is easier to wash and maintain, resists rust and corrosion, and is competitively priced for adding organics collection to your fleet.

- RAPIDRAIL®. Heil is now adding an Automated Organics Collection Side Load garbage truck to our unit portfolio. Rapid Rail has been specifically designed to meet the needs of organic waste collection. The Rapid Rail is equipped to be the optimal Automated Side Loader to collect organics in both the Residential and Commercial Market. The liquid-tight tailgate seal, floor mounted sealed bearing packer design, and now with optional reduced packer sweep functionality of the packer paddle make the Rapid Rail the high lift capacity, low compaction automated solution for organics collection. Available only in a dumping model to ensure optimal payload removal of the "solid organics" with an optional 3" hopper drain valve that will allow for liquid removal at specified locations.

Parts Central

- Heil® Certified OEM Parts are the most reliable replacement parts for Heil® refuse trucks. These parts are made following the exact specifications and production processes on the same assembly lines as the parts originally installed on the vehicles. This means they fit perfectly every time. Heil® uses only the highest-quality materials for parts that last. Parts Central also offers the most requested aftermarket parts for Heil and other makes of garbage truck bodies. Our aftermarket parts are designed and manufactured to strict standards and are backed by more than 100 years of industry experience. High-volume parts that are frequently requested are available for immediate, same-day delivery through your local Authorized Heil® Dealer. Orders for in-stock parts placed with Parts Central before 5 p.m. ET will be shipped overnight.

Bayne Thinline Premium Lift Systems

- Bayne's actuated lifters for mobile refuse applications feature the patented Thinline® rack and pinion rotary actuator for superior lifting capacity and outstanding reliability. These lifters, also known as cart tippers, are specifically designed to improve the efficiency of your refuse collection operation and minimize your fleet downtime.

Third Eye

- 3rd Eye has developed the industry leading back up truck camera systems designed to withstand shock and vibrations up to 10G, repel water intrusion, salt and handle extreme temperatures.

Dealer Network Advantage

- Our Heil Dealer Network comprises 60 locations to service customers. In addition to these dealer technicians, Heil also has 8 Field Service Technicians that are also available to service members if the need requires it. Support for our customers is a priority and we make it as

		easy as possible through our dealer locator on the Heil website, easy to access email for Heil Tech Support as well as the Heil Tech Support phone number. By utilizing the local Heil dealer network, we are able to have technicians in the vicinity to the member arrive on site quicker and further reduce the downtime. In the event that the asset must be brought into the dealership, the various locations throughout the country reduce the amount of miles that are needed to be towed to an authorized Heil dealer.	
69	Describe how the equipment you propose simplifies the operation for end-users.	One example is our patented Odyssey™ hydraulic control technology delivers waste industry- lea the links below of some of our customers explaining how our products simplify their operations: Environmental: viewable at https://vimeo.com/318776652 E.L Harvey: viewable at https://vimeo.com/292412920 JJ's Waste and Recycling: viewable at https://vimeo.com/315331275 Another example is our DuraPack® Python® automated side loader. The DuraPack® Python® automated side load garbage truck combines two proven products in one high-performance package — the DuraPack® refuse body, which is famous for its toughness and productivity, and the patented Python® automated arm, which is faster, smoother, and longer lasting than any other. The DuraPack® Python® arm has an 8-second lift cycle. That can save you up to 4 seconds per stop – and up to 1 hour per day – delivering a fiscal savings of more than \$15,000 per trash truck every year! You don't have to wait for the hopper to catch up with a load, either, because the Python® follower panel enables continuous dumping. Twin packing cylinders deliver outstanding payloads, so you can collect more homes with fewer trips to the disposal site. The Python® side load arm features cushioned cylinders for action that's smooth, saving wear and tear on the lift arm and the chassis. The Python® unique lift geometry also prevents spillage and enables the arm to return refuse carts with the lids closed every time. The Heil® Operate-in-Gear-at-Idle System comes standard on the DuraPack® Python®. It is designed to reduce wear on the lift assembly, chassis, engine, and transmission. Concerning our rearloading trucks, with over 20,000 built and nearly 30 years of reliability, the Heil® DuraPack® 5000 high-compaction rear load garbage truck has become the mainstay of refuse collection fleets. From small independent haulers to the world's largest municipal fleet, you simply can't find a better rear load body. Engineered to last. The DuraPack® 5000 features the Heil® DP body, the only fully welded, interlaced subframe in a refuse collection truck. With formed channels for extra strength, high tensile strength steel to maximize performance at a minimum weight, and full welding for superior resistance to corrosion and cracking, the DuraPack® 5000 is a sturdy rear loader with the stamina to absorb years of tough refuse hauling. Now with the inclusion of the cortex controllers and insight display with integrated controls, the operator has more control and information at their fingertips. Heil's new Semi-Autonomous optional control package allows for single button operation that will reduces operator inputs by 82% when dumping FEL containers. It also greatly reduces driver training time in some cases by 35% while increasing on route productivity of most drivers by up to 30%.	*
70	Provide examples from your product offering that are unique in the industry.	- The PowerTrak® Commercial PLUS high-compaction tag axle rear loader enables you to maximize productivity by carrying the largest legal refuse loads — up to 1,200 pounds per cubic yard! The Heil® patented design mounts the tag axle to the chassis frame rail, making it more structurally sound than refuse collection trucks with the tag axle integrated into the tailgate. - The MultiPack® is ideal for waste routes with “unlimited-at-the-curb” contracts. It's also the perfect unit for those ugly “surprises” that unexpectedly end up next to a customer's trash cart on collection day. Plus, while other garbage truck body manufacturers may offer multi-function trucks, only the Heil® MultiPack® is “totally functional” in both modes of operation because it can pick up a completely manual or automated route. 3rd Eye Enhance Vehicle Behavioral Analytics (VBA™) encompasses the entire suite of camera, monitor, video, data, radar, and ELD solutions. This comprehensive package is offered ala carte to allow fleet owners to choose the systems that make sense for their current application with the built in upgrade path if and when it's needed. 3rd Eye puts fleet owners in the driver's seat with proven applications that help them to make better decisions to deliver the lowest total cost of ownership. 3rd Eye provides engineered body-system-sensor systems that provide real-time status and feedback for both chassis and body-related functions. Fleet owners know critical operational metrics, such as fuel consumption, operational temperatures and pressures – as well as when hydraulics are being utilized and the position of hydraulically operated body systems. This allows fleet owners to know when fuel is being used to move the vehicle vs. when the vehicle is using fuel to perform a body function [like compacting a load of garbage or lifting a man bucket]. Geo sensors allow fleet owners to know when assets are operating on road vs. off road. For the first time, fleet owners have the ability to request tax rebates for the Heavy Highway Use Tax, for fuel used during non-use fuel consumption. - Heil's new Semi-Autonomous optional control package allows for single button operation that will reduces operator inputs by 82% when dumping FEL containers. It also greatly reduces driver training time in some cases by 35% while increasing on route productivity of most drivers by up to 30%.	*

71	If an hybrid/electric chassis option is not a part of your product offering, provide information on when a hybrid/electric option may be part of your offering.	While Heil is not a chassis manufacturer, we have proven that we have product offerings can be utilized on fully electric chassis. This year (2019), Mack Trucks unveiled its Mack® LR battery electric vehicle (BEV) at Waste Expo with a Heil DURAPACK® 5000 Rear Loader. Please click the link below for more information: https://www.macktrucks.com/mack-news/2019/mack-trucks-unveils-fully-electric-mack-lr--refuse-demonstration-model/	*
72	Describe any safety innovations on your equipment that are either exclusive or that you have introduced into the marketplace.	- The Heil Co. ("Heil") was founded in 1901 and has been an industry leader and design innovator for decades in the solid waste industry. Heil product designs comply with all safety standards and regulations applicable to our industry, and we actively innovated to improve the protection of our entire value chain, from suppliers to our customers, their customers, and the at-large population that is proximate to our machines every single day. Heil has the widest product line in the industry, including front loaders, side loaders, and rear loaders with a variety of sizes and configurations to match a multitude of on-the-street collection applications. As just one example, the Heil Odyssey Automated Front Loader allows operators to keep their eyes facing forward because the work is in front of them – in the same direction the truck is moving. This design includes features like smooth coordinated lift cycles, multiple patents like the gravity latch used to ensure the arm lift arm is secure during a dump cycle, and a combination of safety interlocks that prevent unsafe movement. Furthermore, Heil is leading the way into the future of automation by enhancing designs with smart sensors and features which relieve some of the in-cab motion stress that operators feel on a daily basis. It may be as simple as an ergonomic arm rest and multi-function joystick, or as complex as motion control design iterations that result in the lowest cab shake possible. Through a rigorous Voice of Customer program, Heil makes active outreach efforts to listens to its customers and innovates to continuously improve the safety and ergonomics of our equipment. - The 3rd Eye family of Integrated Collision Avoidance Radar Systems offer cutting-edge solutions to protect both your drivers, your assets, and those in close proximity to your vehicle. 3rd Eye Vehicle Radar Systems assist drivers by notifying them of other vehicles as well as obstacles they may not see. Vehicles operating 3rd Eye radar systems routinely report fewer accidents and near misses and, combined with 3rd Eye camera systems – provide an added level of safety and protection that adds peace of mind – as well as providing documentary evidence to protect companies from false claims of property damage or injury. 3rd Eye collision avoidance radar systems utilize your existing 3rd Eye Mobile camera cables for easy installation.	*

Exceptions to Terms, Conditions, or Specifications Form

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

Documents

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

- Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
- Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
- Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
- If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- [Financial Strength and Stability](#) - Appendix B - 2018 Dover Annual Report.pdf - Thursday September 05, 2019 10:23:51
- [Marketing Plan/Samples](#) - Appendix - Marketing samples.zip - Friday September 06, 2019 14:21:37
- WMBE/MBE/SBE or Related Certificates (optional)
- Warranty Information (optional)
- [Pricing](#) - Appendix - Price lists.zip - Monday September 09, 2019 10:55:49
- [Additional Document](#) - Chassis Specifications.zip - Friday September 06, 2019 14:24:44

ORDINANCE NO.: 2011-103

Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 2, Administration, Article V, Procurement, Sec. 2-204, Competitive sealed bidding required; exceptions

BE IT ORDAINED by the Mayor and Council this 17th day of January, 2012, that the 1998 Code of Ordinances of The City of Columbia, South Carolina, Chapter 2, Administration, Article V, Procurement, Sec. 2-204 Competitive sealed bidding required; exceptions, is amended to read as follows:

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:

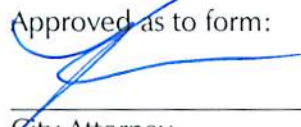
- (1) Professional services where the person employed is customarily employed on a fee basis rather than by competitive bidding (examples: appraiser, architect-engineer, auditor, legal services, physician).
- (2) Competitive sealed proposals.
- (3) Negotiations after unsuccessful competitive sealed bidding.
- (4) Small purchases.
- (5) Sole source procurements.
- (6) Emergency procurements.
- (7) Procurement of information technology.
- (8) Leasing of real property for governmental use.
- (9) When purchasing through state contracts.
- (10) When purchasing through cooperative purchasing.

Requested by:

Purchasing _____


MAYOR

Approved by: 
City Manager

Approved as to form: 
City Attorney

ATTEST:

City Clerk

Introduced: 1/10/2012

Final Reading: 1/17/2012

(NJPA)

PUBLIC SOLICITATION PROCESS							
Cooperative	Has your cooperative established parameters or requisites for determining what specific products or services should be solicited through the cooperative? If yes, please describe.	Who makes the final determination on what products or services will be solicited?	Who develops the solicitation documents?	What steps does the cooperative take to ensure transparency in the solicitation process?	How does the cooperative ensure compliance with federal, state and local statutes/laws/ordinances related to public procurement?	Does the cooperative mandate the inclusion of specific terms and conditions in the solicitation documents?	How and where are solicitations advertised or publicly posted?
The National Joint Powers Alliance® (NJPA)	Our board of directors directs us to bring solicitations for goods and services used and usable by our nationwide membership. We communicate through a variety of avenues with our membership and receive requests for specific product categories to be bid and contracted. We conduct research and anticipate and determine common needs of our national membership. Generally we invite bids for entire product categories with the intention of soliciting responses offering a full array of goods and services within that product category. Our intent in taking this approach is to deliver the greatest amount of utility to the greatest portion of our nationwide government, education, and non-profit membership base.	All of our solicitations are authorized by our board of directors based on the requests by our members and recommendations of the Management Team.	Our Bids and Contracts Department develops all solicitation documentation with input from our membership and under the guidance of the NJPA Director of Business Development.	As a government entity, all of our books and records are subject to public review. We advertise our solicitations in both print and internet mediums. We facilitate pre-bid meetings and public bid openings and document our bid evaluation and review actions. Finally, contract awards are made independently by the NJPA publicly elected Board of Directors.	Our procurement and solicitation process and documentation is reviewed and enhanced with each bid document development. Our intent is to pursue the ongoing research of, and compliance with, all procurement laws from our members. We seek input from our members in an effort to better serve their specific procurement needs and requirements. We follow the Uniform Municipal Contracting laws as set forth in the state of Minnesota and certify we are in compliance with the procurement laws applicable to the NJPA as a municipal agency of the state of Minnesota.	Yes and no. The terms and conditions, which are mainly contained in the Invitation For Bid (IFB), are subject to "Exceptions" identified in a particular Bidder's response. In the event that an exception is identified to a "Mandated" term or condition, that bid will be rejected unless the exception is removed.	Solicitations are advertised in print form in the Star-Tribune, posted to the NJPA website and also posted to the noticetobidders.com website. NJPA solicitations are also posted on a variety of third party posting and bidding sites such as Bidsync and Onvia.

①

(NJPA)

PUBLIC SOLICITATION PROCESS Continued

Cooperative	Are bids issued via formal sealed bids (ITB), through formal proposals (RFPs), or through negotiations?	Are bids evaluated by a team?	If yes, who selects the evaluation team?	What types of organizations are represented on the evaluation team?	Who administers contracts once executed?
The National Joint Powers Alliance® (NJPA)	NJPA contract "Awards" are issued pursuant to sealed bids received in response to an Invitation for Bid (IFB). NJPA contracts are not "negotiated" contracts.	Yes	Bids are evaluated by a team. The composition of the team depends upon the subject matter of the bid. Always involved is the Coordinator of Bids and Contracts and the Director of Business Development. Additional NJPA staff members are added for their knowledge in the subject area. Additional members from the procurement community are invited to participate to bring an outside perspective as often as possible. NJPA has invited and hosted external evaluators with credentials such as CPPB and CPPO and intends to continue this practice.		The Coordinator of Bids and Contracts is responsible for maintaining the documentation of the contract relationship. The NJPA Director of Business Development will meet with the awarded vendors to establish an operating agreement and outline and define specific marketing requirements, sales training, and marketing and business plan for the contract. NJPA Contract Managers are employed and assigned to manage each contract and Vendor relations, facilitate Member-Vendor relations and to coordinate marketing efforts.

2

(NJPA)

FUNDING				
Cooperative Name:	Are fees paid by public agencies that purchase off coop bids? If yes, define.	Are fees paid by suppliers to participate in the bid process? If yes, define.	Are fees paid by suppliers who earn contracts? If yes, define.	To whom and how are fees distributed?
The National Joint Powers Alliance® (NJPA)	No	No	Yes, "Administrative Fees" are charged to Awarded Vendors based on a percentage of the "Contract Sales." Bidder's are instructed in the IFB to allow for an administrative fee in their bid response. The amount of the "Administration Fee" is negotiated with the Vendor and is based on the physical and financial involvement NJPA will have in the day-to-day operations of the contract. The purpose of the "Administration Fee" is to cover NJPA's costs. "Administrative Fees" are generally 2% or less.	"Excess Fees" have not yet been distributed by NJPA. Although NJPA has been successful in setting "Administrative Fees" at a level which covers our costs, we have not to this point been in a position to return "Excess Fees" earned. As a government entity our options for such a distribution are limited and those limitations will guide us at that point. NJPA is now developing a member dividend program where dividends to be distributed will be based on purchase volumes made by individual NJPA Members.

3

(NJPA)

**The National
Joint Powers
Alliance® (NJPA)**

Vendors make a number of commitments to NJPA and NJPA Members in their "Bidder's Response" including acceptance of the Terms and Conditions identified in the IFB and their specific exceptions to those Terms and Conditions. Those exceptions to the Terms and Conditions and the finalized "Administrative Fee" to be paid to NJPA are the only "Negotiable" items. The NJPA Director of Business Development together with the rest of the bid evaluation committee is responsible for the "Negotiations", however the final ratification of negotiated items and the contract award is reserved for the NJPA Board of Directors. These commitments also include providing specific goods and services to NJPA and NJPA Members at specific costs including payment and delivery terms as identified in the IFB and the Bidder's Response. NJPA does not require specific minimum sales volumes from our awarded Vendors. We feel contract success is achieved through a coordinated and combined effort between NJPA, our Vendors, and through the success stories told by NJPA Members.

NJPA is responsible for enforcement of the awarded procurement contract. NJPA is committed to delivering value to its Membership through first being a liaison between Members and Suppliers by facilitating the exchange of value with the Vendor. In the event a Vendor ultimately fails to materially deliver the commitments made, NJPA can terminate that contract according to its terms and conditions.

Contract Managers manage day-to-day issues. The Coordinator of Bids and Contracts manages contractual performance and carries out directives from the NJPA Board of Directors. NJPA Management manages these employees in the execution of their tasks. And, finally the board of directors ultimately manages the performance with the award/non-award, and potential termination decisions.

Vendor training is optional but strongly advised based on the vendors marketing plan and the value of the NJPA sales training guide. The Vendor is encouraged to have every individual in the Vendor's management and sales staffs participate. NJPA Administration and Contract Managers develop and deliver the training materials at NJPA's expense. NJPA has traveled extensively in the past delivering these trainings at various vendor locations. Currently trainings are being optionally delivered over the internet through our in-house webcast studio when possible. NJPA has a full time national sales training manager that coordinates and insures that training invitations are extended and facilitated. Initial and refresher training is available and encouraged on an ongoing basis. Training is not conditional in order to sell goods or services offered through an awarded contract. Regardless of training delivered, Vendors are responsible for the delivery of goods and services according to the terms and conditions of the contract as awarded. The value of training Vendor's is to empower the Vendor to confidently offer the contract vehicle for use by current and prospective NJPA Members. This confidence is a result of training the Vendors how to use their available resources including the NJPA website and key NJPA personnel NOT than recitation of applicable laws.

(NJPA)

SUPPLIER MANAGEMENT					
Cooperative Name:	Are suppliers required to make specific commitments to the cooperative as a condition of award? If yes: (1) Define these commitments (2) Describe what individual, entity or organization is responsible for enforcement (3) Define whether these commitments are negotiable and, if yes, identify the parties that are empowered to negotiate these commitments (4) Describe the actions and steps taken if the supplier fails to meet its commitments.	What entity and/or individual is responsible for managing supplier performance?	Describe supplier training (either initial and/or on-going) based on the following parameters:		
			Who develops and delivers the training?	Who financially supports the cost of training?	Who attends training (by category of employee)

(NJSPA)

PARTICIPATION				
Cooperative:	Is participation by either a public entity and/or a supplier restricted in any way?	Are public entities required to sign a formal participation agreement? IF YES:		Are public entities required to sign a formal participation agreement? IF NO:
		Does the entity pay a fee to participate? If yes, define.	Does the agreement allow the public entity to add terms and conditions to the contract?	Does the agreement bind the entity to purchase some or all of its requirements via cooperative bids?
		Does the entity pay a fee to participate? If yes, define.	Does the agreement allow the public entity to add terms and conditions to the contract?	Does the agreement bind the entity to purchase some or all of its requirements via cooperative bids?
The National Joint Powers Alliance® (NJPA)	Membership in NJPA is restricted to any form of government, any form of education, and any non-profit agency. Awarded Vendors are restricted to those Bidders who demonstrate, in the opinion of NJPA's Board of Directors, the ability to provide the greatest utility to the greatest portion of our potential membership in the most cost effective manner.	"Membership" in NJPA is free of charge to any eligible entity. Membership can be documented in a number of ways including an on-line application, a printable version, and any document an eligible entity proposes in good faith (subject, of course, to our review). Typically our Members are authorized to utilize NJPA contracts through the use of "Joint Powers" laws enacted in their home state. These "Joint Powers" laws will typically define the appropriate "Membership" form. NJPA's newer IFB's specifically identify a "Member's" ability to add additional terms and conditions to NJPA's contracts by doing so in their purchase order (a short form contract) which identifies on its face "This purchase order is issued pursuant to NJPA contract #XXXXXX". This ability exists regardless of the statement in the IFB and is therefore available for all NJPA (and other) cooperative procurement contracts.		n/a



We Are Columbia

MEETING DATE: August 17, 2021

DEPARTMENT: Procurement and Contracts

FROM: Sandra Middleton, Purchasing Agent

SUBJECT: Council is asked to approve an Agreement for Environmental Sample Testing for an initial term of one year, with an option to renew for two additional one-year periods, as requested by Columbia Water. Award to Rogers & Callcott Environmental in the amount of \$176,699.35. This firm is located in Columbia, SC.

REQUISITION NO.: R211070; R211028; R211000; R211020; R211027

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: Utilities Metro Wastewater - Special Contracts (5516208-638300) \$62,224.55 and Wastewater Compliance-Special Contracts (5516231-638300) \$114,474.80, The original budget amount is \$176,699.35.

CLEAN WATER 2020?: No

FOCUS AREAS: Innovative & High Quality Municipal Services

PURPOSE:
Rogers & Callcott Environmental will provide National Pollutant Discharge Elimination System Aqueous Sample Matrix Testing, Metro Groundwater, Stormwater General Permit/Sanitary Sewer Overflows: Aqueous Sample, Fat, Oils, and Grease Program Testing, and Pretreatment Testing services at 79.88% (\$141,154.35) of the total contract amount.

The following subconsultants will provide additional services:

Eurofins Lancaster Labs Environmental of Lancaster, PA will provide Volatile Organic Compounds VOA Method 1666A and Formaldehyde services at 13.86% (\$24,485.00) of the total contract amount.

Montrose Environmental Group, Inc. of Irvine, CA will provide Polyfluoroalkyl Substances and Perfluorooctanoic Acid services at 6.01% (\$10,625.00) of the total contract amount.

GEL Laboratories, LLC of Charleston, SC will provide Low Level Mercury Analysis services at 00.25% (\$435.00) of the total contract amount.

There were two (2) responses to solicitation RFP015-20-21-NMJ Environmental Sample Collection Testing

ATTACHMENTS:

- **#a:** Final Agreement Rogers Callcott 2021 Environmental Services AD-G (PDF)

Rogers and Callcott Environmental
Environmental Sample Collection Testing



AGREEMENT FOR LABORATORY SERVICES

This Agreement is being awarded under procurement method RFP015-20-21-NMJ
Environmental Sample Collection Testing.

1. **PURPOSE** – This Agreement is entered into as of the date of the last signature affixed hereto, by and between the City of Columbia, South Carolina (hereinafter referred to as the "City") and Rogers and Callcott Environmental, (hereinafter referred to as the "Laboratory,"), to render certain environmental testing services for the City of Columbia, SC.

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

2. **SCOPE OF SERVICES**

- A. The Laboratory shall provide analyses for National Pollutant Discharge Elimination System (NPDES) Aqueous Sample Matrix Testing as further described in Exhibit A (referred to as Attachment A in the Environmental Sample Collection Testing RFP015-20-21-NMJ) attached hereto.
- B. The Laboratory shall provide analyses for Metro Groundwater as further described in Exhibit A (referred to as Attachment D in the Environmental Sample Collection Testing RFP015-20-21-NMJ) attached hereto.
- C. The Laboratory shall provide analyses for Stormwater General Permit/SSOs: Aqueous Sample Matrix as further described in Exhibit A (referred to as Attachment E in the Environmental Sample Collection Testing RFP015-20-21-NMJ) attached hereto.

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- D. The Laboratory shall provide analyses for Fat, Oils, and Grease Program Testing as further described in Exhibit A (referred to as Attachment F in the Environmental Sample Collection Testing RFP015-20-21-NMJ) attached hereto.
 - E. The Laboratory shall provide analyses for Pretreatment Testing as further described in Exhibit A (referred to as Attachment G in the Environmental Sample Collection Testing RFP015-20-21-NMJ) attached hereto.
 - F. The Laboratory shall use the appropriate Environmental Protection Agency (EPA) approved procedures for all analyses performed under this Agreement.
 - G. The Laboratory shall maintain current certification by the South Carolina Department of Health and Environmental Control (SCDHEC) to perform any analyses required under this Agreement. Should the Laboratory, for any reason, lose its certification by the SCDHEC to perform any analyses required under this Agreement, the Laboratory shall immediately notify the City of the loss of such certification. For the purposes of this notification, immediate shall mean within one (1) business day of the day the Laboratory received notification from the SCDHEC that certification has been revoked.
3. **SUPPLEMENTAL OR ADDITIONAL SERVICES** – The City may require supplemental or additional services of the Laboratory or recommended by the Laboratory and approved by the City in writing.
- The Laboratory must obtain written approval from the City for any supplemental or additional services prior to the work being performed. If the Laboratory fails to obtain prior written approval to perform the work, the City is under no obligation to compensate the Laboratory for services performed.
4. **TERM OF AGREEMENT** – The term of the Agreement is the date of the execution of a *Notice to Proceed* and a valid *Purchase Order from the City of Columbia* for an initial term of one (1) year, with an option to extend for two (2) additional one (1) year

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periods. at the mutual pleasure of both parties. Pricing provided must be on a 1-year basis as appropriations are considered annually; however, pricing must remain valid for all fiscal years.

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

The determination to extend the initial term and any subsequent extension periods may be made no later than 90 days prior to the end date of each period.

5. **SCHEDULE FOR COMPLETION OF SERVICES** – Time is of the essence. The Laboratory shall not exceed the following deadlines in completing analyses under this Agreement:

For "routine" turnaround time, the Laboratory shall provide sample analysis results to the City within fourteen (14) calendar days from the time a sample is received by the laboratory.

For "expedited" turnaround time, the Laboratory shall provide sample analysis results to the City within twenty-four (24) hours from the time the samples are collected by the Laboratory, unless specified otherwise in the Proposal Forms attached hereto and incorporated herein as Exhibit A (referred to as Attachments A, D-G in in the Environmental Sample Collection Testing RFP015-20-21-NMJ) attached hereto.

6. **COMPENSATION** – (See Exhibit B)

- A. The Laboratory's compensation for analyses performed for National Pollutant Discharge Elimination System (NPDES) Aqueous Sample Matrix Testing under this Agreement shall not exceed Sixty-Two Thousand Two Hundred Twenty-Four Dollars and 55/100 (\$62,224.55).

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- B. The Laboratory's compensation for analyses performed for Metro Groundwater under this Agreement shall not exceed One Thousand Three Hundred Thirty-Five Dollars and 60/100 (\$1,335.60).
- C. The Laboratory's compensation for analyses performed for Stormwater General Permit/SSOs: Aqueous Sample Matrix under this Agreement shall not exceed One Thousand Two Hundred Ninety-Three Dollars and 60/100 (\$1,293.60).
- D. The Laboratory's compensation for analyses performed for Fat, Oils, and Grease Program Testing under this Agreement shall not exceed Five Thousand Six Hundred Seventy Dollars and No/100 (\$5,670.00).
- E. The Laboratory's compensation for analyses performed for Pretreatment Testing under this Agreement shall not exceed One Hundred Six Thousand One Hundred Seventy-Five Dollars and 60/100 (\$106,175.60).
- F. The total compensation to be paid by the City to the Laboratory under this Agreement shall not exceed One Hundred Seventy-Six Thousand, Six Hundred Ninety-Nine Dollars and 35/100 (\$176,699.35).
- G. The Laboratory shall submit invoices no more frequently than monthly for services rendered during each phase of the Project. Each invoice submitted must describe the services for which payment is requested, show payment calculations and specify the person(s) rendering such service(s). Laboratory must invoice monthly regardless of work being completed during that period. If no work is completed, a zero balance invoice should be submitted. **Each invoice must also clearly identify any portion of the fee invoiced for subcontracted services, including any such services that are specified in the Summary of Proposed Subconsultants shown on Exhibit C hereto.** Each invoice shall bear the signature of the Laboratory, whose signature shall certify that the information contained in the invoice is true and accurate and

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that the invoice amount is currently due and owing. The City will not pay interest or penalty on any past due amount.

H. Invoicing Procedure

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

I. Prompt Payment to Subconsultants and Material Suppliers (Use Prompt Payment Affidavit)

1. The Laboratory is required to pay all Subconsultants and material suppliers for all work that the Subconsultant has satisfactorily completed, no later than twenty (20) calendar days after the Laboratory has received payment from the City.
2. In addition, all retainage amounts received from the City by the Laboratory must be paid by the Laboratory to the Subconsultant no later than fourteen (14) calendar days after the Subconsultant has, in the opinion of the City, or designee, satisfactorily completed its portion of the Work.
3. A delay in or postponement of payment to the Subconsultant or material supplier requires good cause and prior written approval of the City or designee.
4. The Laboratory is required to include, in each Subcontract, a clause requiring the use of appropriate arbitration mechanisms or other method to resolve all payment disputes.
5. The City will not pay the Laboratory for subsequent work performed unless and until the Laboratory ensures that the Subconsultants have been promptly paid for the work they have performed under all previous

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payment requests, as evidenced by the filing of City lien waivers, canceled checks (if requested), and the Laboratory's sworn statement that it has complied with the prompt payment requirements. The Laboratory must submit a Prompt Payment Affidavit, Subconsultant list that identifies each Subconsultant (both Disadvantaged Business Enterprises (DBEs) and non-DBEs) including Subcontract values and the date and amount of the last payment to such Subconsultant(s). That documentation must be provided with every payment request submitted to the City, except for the first payment request.

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

J. Affirmative Action Procurement and Contracting Goals:

It is the goal of the City of Columbia, SC to maximize opportunities for historically Disadvantaged Business Enterprises (DBEs) including, but not limited to, Small Business Enterprises (SBEs), Minority Business Enterprises (MBEs), and Women-Owned Business Enterprises (WBEs). The City has implemented an overall citywide 15% goal to encourage socially and economically disadvantaged business participation. This goal extends to bidders, contractors, Subconsultants and suppliers on its procurement and contracting offerings.

Additional information on the City's affirmative action goals and objectives may be obtained by contacting the following office: City of Columbia Office of Business Opportunities, 1401 Main Street, 4th Floor, Columbia, SC 29201, (803) 545-3950.

The City's success in tracking the amount of business received by SBE, MBE and WBE firms (whether as a prime Laboratory or Subconsultant) is dependent

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upon the business community partnering with the City in this important endeavor.

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

K. Subcontracting Goals

Under this Agreement, the subcontracting goals are as follows:

SB Goals	<u>N/A</u>	%
MBE	<u>N/A</u>	%
WBE	<u>N/A</u>	%
LSA	<u>N/A</u>	%

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

7. INDEMNIFICATION & INSURANCE

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

Each insurance policy required by these instructions shall be endorsed to state that coverage shall not be suspended, voided, OR cancelled by either party,

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reduced in coverage or in limits, unless thirty (30) days prior written notice, by certified mail, return receipt requested, has been given to the City.

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

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

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

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

- B. The Laboratory 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 Laboratory and any Subconsultant of the

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Laboratory commencing any services under this Agreement and this insurance shall remain in effect throughout the term of this Agreement, and any extensions of service. Insurance shall remain in effect for the duration of the project and for a period of one (1) year after completion. The City of Columbia shall be the Certificate Holder and shall be named as an *Additional Insured*.

- C. The Laboratory shall indemnify, defend, hold harmless and reimburse the City, its agents, and employees from and against any and all losses, liabilities, expenses, and all claims for damages of any nature whatsoever relating to or arising out of any action or failure to act by Laboratory, its Subconsultants, officers, agents and employees of any of the obligations under the Agreement. Losses, liabilities, expenses and claims for damages shall include, but will not be limited to, civil and criminal fines and penalties, loss of use or services, bodily injury, death, personal injury, or injury to real or personal property, defense costs, legal fees and costs, and attorney's fees for an appeal.

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

8. PERMITS & LICENSES

- A. The Laboratory shall be responsible for obtaining any approvals, permits and/or licenses as may be required of the Laboratory in performing the services required under this Agreement. The Laboratory shall be responsible for any costs relating to same.
- B. The Laboratory shall be responsible for identifying the necessity for and providing any applications and supporting documentation to the City for any

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approvals and/or permits required of the City in order for the Laboratory to perform the services required under this Agreement. Such approvals and/or permits may include, but not be limited to, South Carolina Department of Health and Environmental Control (SCDHEC) Construction Permits, SCDHEC Stormwater Management for Construction Sites Permits, SCDHEC Water Resources Permits, Corps of Laboratory's Permits, City/County/ South Carolina Department of Health and Environmental Control (SCDOT) Encroachment Permits, encroachment permits for other utility rights-of-way and railroad right-of-way encroachment permits/agreements. The City shall obtain the approvals and/or permits identified by the Laboratory and pay any costs relating to same.

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

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

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

10. **INTEREST OF LABORATORY** – The Laboratory covenants that Laboratory presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement or which is adverse to the interests of the City. The

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Laboratory further covenants that in the performance of this Agreement no person having such interest shall be employed.

The Laboratory is expected to make Laboratory 's services available to other entities but agrees to refrain from representing other entities in matters where the position of the City conflicts with that of the other entity. The City may at its discretion, waive this provision. The Laboratory has provided a list of all of its clients with whom there may be potential conflicts with the City. This list shall be supplemented throughout the duration of this Agreement.

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

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

Notice of termination shall be sent by registered mail, return receipt requested.

In the event of termination, the Laboratory shall only be entitled to the actual

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

12. **OWNERSHIP OF PROJECT** - All data, documents or other information of any description generated by or used by the Laboratory or any Subconsultant retained by the Laboratory and related to the services required by this Agreement shall be the property of the City and shall not be used by the Laboratory for any purpose whatsoever except to perform the services required by this Agreement.
13. **OWNERSHIP OF PROJECT DOCUMENTS** - All data, documents or other information of any description generated by or used by the Laboratory or any Subconsultant retained by the Laboratory and related to the services required by this Agreement shall be the property of the City and shall not be used by the Laboratory for any purpose whatsoever except to perform the services required by this Agreement.
14. **NOTICE** - All notices and communications in connection with this Agreement will be addressed to the following:

City of Columbia

Name: Office of Procurement and Contracts
Title: Purchasing Agent
Address: 1800 Main Street
Second Floor
Columbia, SC 29201
Phone: (803) 545-3470
Fax: (803) 758-1013
Email: procurement@columbiasc.gov

Rogers & Callcott Environmental

Name: Bailey Branham
Title: Laboratory Manager
Address: 215 Stoneridge Drive
Columbia, SC 29210
Phone: (864) 434-1801
Email: bbranham@rcenviro.com

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15. MISCELLANEOUS

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

The Laboratory shall furnish and its Subconsultants shall furnish all information and reports required hereunder.

- D. In the event there are any disagreements between the City and the Laboratory with regard to any of the requirements, specifications or interpretation of this Agreement, the Laboratory agrees to defer to the reasonable interpretations of the City as, from time to time, may be made by the City. Ambiguities in the terms of this Agreement, if any, shall not be construed against the City.
- E. This Agreement shall be construed in accordance with the laws and City of Columbia Code of Ordinances and those of the State of South Carolina. The Laboratory agrees to subject itself to the jurisdiction and venue of the courts of Richland or Lexington County, State of South Carolina as to all matters and disputes arising or to arise under this Agreement and the performance thereof. The City may seek attorney's fees and the Laboratory agrees to pay such fees as awarded by the Court or other body. No attorney's fees may be sought by, nor will be paid to, the Laboratory.

Rogers and Callcott Environmental
Environmental Sample Collection Testing

- F. This Agreement represents the entire agreement between the City and the Laboratory and supersedes all prior communications, negotiations, representations or agreements, either written or oral. The parties may amend this Agreement at any time provided that such Amendments are executed in writing, signed by a duly authorized representative of both organizations, and approved, where applicable, by the City's governing body.

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

- G. The failure of either the Laboratory or the City to insist upon the strict performance of any provision of this Agreement shall not be deemed to be a waiver of the right to insist upon strict performance of such provision or of any other provision of this Agreement at any time. Partial payment by the City shall not be construed as a waiver. Waiver of any breach of this Agreement shall not constitute waiver of a subsequent breach.
- H. In the event any provision of this Agreement is determined to be void or unenforceable, all other provisions shall remain in full force and effect.
- I. This Agreement is subject to City Council approval.
- J. The Laboratory acknowledges, for itself and its Subconsultants, that it is subject to the provisions of the 1991 Ethics Reform Act (8-13-100, et seq, South Carolina Code of Laws, 1976, as amended). Under this Act, "A person may not, directly or indirectly, give, offer, or promise anything of value to a public official, public member, or public employee with intent to:

Rogers and Callcott Environmental
Environmental Sample Collection Testing

1. influence the discharge of a public official's, public member's, or public employee's official responsibilities;
2. influence a public official, public member, or public employee to commit, aid in committing, collude in, or allow fraud on a governmental entity; or,
3. induce a public official, public member, or public employee to perform or fail to perform an act in violation of the public official's, public member's, or public employee's official responsibilities.

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

- K. In carrying out the service, the Laboratory shall not discriminate against any employee or applicant for employment because of that employee or applicant's age, sex, gender, gender identity or expression, sexual orientation, race, religion, creed, color, disability, national origin, veteran or military status, political affiliation, or any other characteristic protected by federal, state, or local laws ("protected characteristic"). The Laboratory shall take affirmative steps to ensure equal employment opportunities for all applicants for employment, without regard to their protected characteristics. For the purpose of this Non-Discrimination in Contracting Policy, the term "sex" includes medical needs and / or lactation needs arising from pregnancy, childbirth, or related medical conditions pursuant to the South Carolina Pregnancy Accommodations Act, 2018 S.C. Act No. 244. This Non-Discrimination in Contracting Policy extends to all aspects of the Laboratory's operations, including, but not limited to the Laboratory's employment practices (including selection, hiring, assignment, re-assignment, training, promotion, transfer, compensation, layoff, leave of absence, return from layoff or leave of absence, discipline, and termination); selection of volunteers and vendors, and provision

Rogers and Callcott Environmental
Environmental Sample Collection Testing

- of services. The Laboratory shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the government setting forth the provisions of this Non-Discrimination in Contracting Policy. The Laboratory shall incorporate the provisions of this Non-Discrimination in Contracting Policy in all subcontracts for service work.
- L. This Agreement shall be binding upon the respondent and upon its successors and assignees. This Agreement shall be binding upon the City in accordance with its terms and provisions.
- M. All of the reports, information, data, records or documents of any kind, prepared or assembled by the Laboratory under this Agreement are matters of public record, but that the Laboratory agrees that they shall only be made available to any individual or organization by the City and the Laboratory shall not make them available to any individual or organization without the prior written approval of the City.
- N. Every exhibit, schedule and appendix attached to this Agreement and referred to herein is hereby incorporated into this Agreement by reference unless this Agreement expressly provides otherwise. This Agreement, exhibits and other documents include, but are not limited to the Conflict of Interest Statement, Non-collusion Affidavit, Business Information Record for Subconsultants /Subcontractors, Local Business Enterprise, and Mentor Protégé Implementation forms are incorporated by reference in this Agreement and set forth the entire understanding between the parties hereto regarding the subject matter hereof.

**REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK – SIGNATURE
PAGE FOLLOWS**

Rogers and Callcott Environmental
Environmental Sample Collection Testing

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

CITY OF COLUMBIA, SOUTH CAROLINA

Witness

Teresa Wilson, City Manager

Date: _____

APPROVED AS TO FORM


Legal Department City of Columbia, SC
7/29/2021

ROGERS & CALLCOTT ENVIRONMENTAL

Rebecca Musick
Director
Laboratory Services

Print: Name/Title



Signature

Date: 7/29/21

(Corporate Seal)

Attest



Signature

Date: 7/29/21

Rogers and Callcott Environmental
Environmental Sample Collection Testing

List of Exhibits

Exhibit A – Scope of Services/Schedule (Referenced in RFP015-20-21-NMJ as
Attachments A, D-G)

Exhibit B – Compensation (Price Proposal)

Exhibit C – Business Information Statement for Subconsultants

Attachment A

NPDES Aqueous Sample Matrix

Attachment A- NPDES Aqueous Sample Matrix

*Prices include unit analysis cost plus additional cost to expedite.

** No additional cost to expedite

ATTACHMENT A					
NPDES Aqueous Sample Matrix					
Parameter	Unit Price	Quantity	Total Price	Price to * Expedite	Expedited Reporting Time
Biochemical oxygen demand (BOD)	21.00	2200	46200.00	21.00**	7 days
Carbonaceous BOD	21.00	200	4200.00	21.00**	7 days
Chemical oxygen demand	21.00	1	21.00	31.50	48 hrs- 72 hrs
Dissolved oxygen	8.40	24	201.60	8.40**	24 hours
Total organic carbon	40.11	12	481.32	60.17	48 hrs- 72 hrs
Acidity	22.00	1	22.00	N/A	N/A
Alkalinity	14.70	1	14.70	22.05	48 hrs- 72 hrs
Chloride	21.00	1	21.00	31.50	48 hrs- 72 hrs
Fluoride	21.00	1	21.00	31.50	48 hrs- 72 hrs
Hardness, Total (as CaCO ₃)	16.80	1	16.80	25.20	48 hrs- 72 hrs
pH	8.40	24	201.60	8.40**	24 hours
Specific conductance	14.05	12	168.60	21.08	48 hrs- 72 hrs
Sulfate	21.00	1	21.00	31.50	48 hrs- 72 hrs
Bromide	21.00	1	21.00	31.50	48 hrs- 72 hrs
Color, Platinum cobalt	12.60	1	12.60	18.90	48 hrs- 72 hrs
Color, ADMI	31.50	1	31.50	47.25	48 hrs- 72 hrs
Cyanide	21.00	1	21.00	31.50	48 hrs- 72 hrs
Cyanide, Amenable to chlorination	29.40	1	29.40	44.10	48 hrs- 72 hrs
Oil & Grease	47.25	1	47.25	70.88	48 hrs- 72 hrs
Phenolics	23.10	1	23.10	34.65	48 hrs- 72 hrs
Residual Chlorine	8.40	24	201.60	8.40**	24 hours
Sulfide	31.50	1	31.50	47.25	48 hrs- 72 hrs
Sulfite	31.50	1	31.50	47.25	48 hrs- 72 hrs
Surfactants (MBAS)	31.50	1	31.50	47.25	48 hrs- 72 hrs
Turbidity	14.05	1	14.05	21.08	48 hrs- 72 hrs
Ammonia-nitrogen	10.50	365	3832.50	15.75	48 hrs- 72 hrs
Kjeldahl Nitrogen	21.00	4	84.00	31.50	48 hrs- 72 hrs
Nitrate-nitrite	15.75	4	63.00	23.63	48 hrs- 72 hrs
Nitrate-nitrogen	15.75	1	15.75	23.63	48 hrs- 72 hrs
Nitrite-nitrogen	15.75	1	15.75	23.63	48 hrs- 72 hrs
Orthophosphate	15.75	1	15.75	23.63	48 hrs- 72 hrs
Phosphorus	8.40	12	100.80	12.60	48 hrs- 72 hrs
Filterable residue (TDS)	10.50	1	10.50	15.75	48 hrs- 72 hrs
Nonfilterable residue (TSS)	8.40	1	8.40	12.60	48 hrs- 72 hrs
Total residue (TS)	10.50	1	10.50	15.75	48 hrs- 72 hrs
Volatile residue (VS)	15.75	1	15.75	23.63	48 hrs- 72 hrs
Percent solids	10.50	1	10.50	15.75	48 hrs- 72 hrs
Parameter	Unit Price	Quantity	Total Price	Price to * Expedite	Expedited Reporting Time

Aluminum	8.40	1	8.40	12.60	48 hrs- 72 hrs
Antimony	8.40	1	8.40	12.60	48 hrs- 72 hrs
Arsenic	8.40	1	8.40	12.60	48 hrs- 72 hrs
Barium	8.40	1	8.40	12.60	48 hrs- 72 hrs
Beryllium	8.40	1	8.40	12.60	48 hrs- 72 hrs
Boron	8.40	1	8.40	12.60	48 hrs- 72 hrs
Cadmium	8.40	2	16.80	12.60	48 hrs- 72 hrs
Calcium	8.40	1	8.40	12.60	48 hrs- 72 hrs
Chromium	8.40	2	16.80	12.60	48 hrs- 72 hrs
Chromium, hexavalent	15.75	1	15.75	23.63	48 hrs- 72 hrs
Cobalt	8.40	1	8.40	12.60	48 hrs- 72 hrs
Copper	8.40	5	42.00	12.60	48 hrs- 72 hrs
Iron	8.40	1	8.40	12.60	48 hrs- 72 hrs
Lead	8.40	2	16.80	12.60	48 hrs- 72 hrs
Magnesium	8.40	1	8.40	12.60	48 hrs- 72 hrs
Manganese	8.40	1	8.40	12.60	48 hrs- 72 hrs
Mercury	21.00	1	21.00	31.50	48 hrs- 72 hrs
Mercury (low-level)	435.00	1	435.00	N/A	N/A
Molybdenum	8.40	1	8.40	12.60	48 hrs- 72 hrs
Nickel	8.40	2	16.80	12.60	48 hrs- 72 hrs
Potassium	8.40	1	8.40	12.60	48 hrs- 72 hrs
Selenium	8.40	1	8.40	12.60	48 hrs- 72 hrs
Silicon	8.40	1	8.40	12.60	48 hrs- 72 hrs
Silver	8.40	1	8.40	12.60	48 hrs- 72 hrs
Sodium	8.40	1	8.40	12.60	48 hrs- 72 hrs
Thallium	8.40	1	8.40	12.60	48 hrs- 72 hrs
Tin	8.40	1	8.40	12.60	48 hrs- 72 hrs
Titanium	8.40	1	8.40	12.60	48 hrs- 72 hrs
Vanadium	8.40	1	8.40	12.60	48 hrs- 72 hrs
Zinc	8.40	2	16.80	12.60	48 hrs- 72 hrs
E. coli (MPN, Colilert)	21.00	1	21.00	21.00**	24 hours
Fecal Coliform (MPN, Colilert)	21.00	1	21.00	21.00**	24 hours
Heterotrophic Bacteria	46.19	12	554.28	46.19**	72 hrs
Pesticides	105.00	5	525.00	157.50	48 hrs- 72 hrs
PCBs	105.00	5	525.00	157.50	48 hrs- 72 hrs
Semi-volatiles	189.00	12	2268.00	283.50	48 hrs- 72 hrs
Volatiles	94.50	12	1134.00	141.75	48 hrs- 72 hrs
Subtotal:			62,224.55		

Markup percentage for non-routine/emergency sampling above the unit price noted above:
50%. Subcontract N/A

List your laboratory's normal days/hours of operation below: Monday - Friday 8am-5pm

*Prices include unit analysis cost plus additional cost to expedite.

** No additional cost to expedite

NOTES:

- I.** The total in this cost sheet is for comparison purposes only. The actual number of samples per parameter may change during the contract term.
- II.** The unit price includes any and all associated fees such as sample collection and/or pickup, transport and preparation and analysis.
- III.** Non-routine/emergency sampling events apply to requests for sample collection and testing which fall outside of the laboratory's normal hours of operation. (i.e., outside of M-F, 8 am- 6 pm). Requests for additional sampling during normal business provided will receive pricing for routine sampling events as determined above.
- IV.** Samples will be collected in accordance with the NPDES permit or as predetermined for non-reportable sampling events.
- VI.** Any permit exceedances, missed holding times, or any other situation which may result in a noncompliance must be reported to the Metro WWTP verbally within 24 hours of becoming aware of the circumstance and followed up with a written notification within one business day of verbal notification.
- VII.** Winning contractor must attend a mandatory site visit prior to providing services.
- VIII.** All personnel must sign in and out at the front desk when on site.
- IX.** The contract laboratory will supply owner with properly preserved, pre-labeled bottles and pre-filled chain-of-custody necessary for sample collection and analysis as per 40 CFR Part 136 Table 2.
- X.** Each day that multiple sets of regulatory BOD samples are requested, at a minimum, each set must be set up in separate batches that use different lots of dilution water and seed. Preferably, each set will be set up in a separate certified laboratory.

Attachment B

Metro WWTP

Solid Sample Matrix

Attachment B- Metro WWTP Solid Sample Matrix

N/A= Not Bidding

ATTACHMENT B					
Solid Sample Matrix					
<u>Parameter</u>	<u>Unit Price</u>	<u>Quantity</u>	<u>Total Price</u>	<u>Price to Expedite</u>	<u>Expedited Reporting Time</u>
Total organic carbon	N/A	1	N/A	N/A	N/A
Ignitability	N/A	1	N/A	N/A	N/A
TCLP- Bottle Extraction	N/A	1	N/A	N/A	N/A
TCLP- Zero Headspace	N/A	1	N/A	N/A	N/A
Chloride	N/A	1	N/A	N/A	N/A
Fluoride	N/A	1	N/A	N/A	N/A
pH	N/A	1	N/A	N/A	N/A
Specific conductance	N/A	1	N/A	N/A	N/A
Sulfate	N/A	1	N/A	N/A	N/A
Bomb EPA 5050	N/A	1	N/A	N/A	N/A
Bromide	N/A	1	N/A	N/A	N/A
Cyanide	N/A	1	N/A	N/A	N/A
Cyanide, Amenable to chlorination	N/A	1	N/A	N/A	N/A
Oil & Grease	N/A	1	N/A	N/A	N/A
Paint Filter	N/A	1	N/A	N/A	N/A
Phenolics	N/A	1	N/A	N/A	N/A
Ammonia-nitrogen	N/A	1	N/A	N/A	N/A
Kjeldahl Nitrogen	N/A	1	N/A	N/A	N/A
Nitrate-nitrite	N/A	1	N/A	N/A	N/A
Nitrate-nitrogen	N/A	1	N/A	N/A	N/A
Nitrite-nitrogen	N/A	1	N/A	N/A	N/A
Orthophosphate	N/A	1	N/A	N/A	N/A
Phosphorus	N/A	1	N/A	N/A	N/A
Percent solids	N/A	1	N/A	N/A	N/A
Aluminum	N/A	1	N/A	N/A	N/A
Antimony	N/A	1	N/A	N/A	N/A
Arsenic	N/A	12	N/A	N/A	N/A
Barium	N/A	1	N/A	N/A	N/A
Beryllium	N/A	1	N/A	N/A	N/A
Boron	N/A	1	N/A	N/A	N/A
Cadmium	N/A	12	N/A	N/A	N/A
Calcium	N/A	1	N/A	N/A	N/A
Chromium	N/A	12	N/A	N/A	N/A
Chromium, hexavalent	N/A	1	N/A	N/A	N/A
Cobalt	N/A	1	N/A	N/A	N/A
Copper	N/A	12	N/A	N/A	N/A
Iron	N/A	1	N/A	N/A	N/A
Lead	N/A	12	N/A	N/A	N/A
Magnesium	N/A	1	N/A	N/A	N/A
Manganese	N/A	1	N/A	N/A	N/A
Mercury	N/A	12	N/A	N/A	N/A
Molybdenum	N/A	12	N/A	N/A	N/A
Nickel	N/A	12	N/A	N/A	N/A
Potassium	N/A	1	N/A	N/A	N/A
Selenium	N/A	12	N/A	N/A	N/A

<u>Parameter</u>	<u>Unit Price</u>	<u>Quantity</u>	<u>Total Price</u>	<u>Price to Expedite</u>	<u>Expedited Reporting Time</u>
Silicon	N/A	1	N/A	N/A	N/A
Silver	N/A	1	N/A	N/A	N/A
Sodium	N/A	1	N/A	N/A	N/A
Thallium	N/A	1	N/A	N/A	N/A
Tin	N/A	1	N/A	N/A	N/A
Titanium	N/A	1	N/A	N/A	N/A
Vanadium	N/A	1	N/A	N/A	N/A
Zinc	N/A	12	N/A	N/A	N/A
Biosolids preparation/Fecal coliform (MPN)	N/A	1	N/A	N/A	N/A
Pesticides	N/A	5	N/A	N/A	N/A
Herbicides	N/A	5	N/A	N/A	N/A
PCBs	N/A	5	N/A	N/A	N/A
Semi-volatiles	N/A	10	N/A	N/A	N/A
Volatiles	N/A	10	N/A	N/A	N/A
Subtotal:			N/A		

Markup percentage for non-routine/emergency sampling above the unit price noted above:

N/A

List your laboratory's normal days/hours of operation below: Monday-Friday, 8am-5pm

NOTES:

- I. The total in this cost sheet is for comparison purposes only. The actual number of samples per parameter may change during the contract term.
- II. The unit price includes any and all associated fees such as sample collection and/or pickup, transport and preparation and analysis.
- III. Non-routine/emergency sampling events apply to requests for sample collection and testing which fall outside of the laboratory's normal hours of operation. (i.e... outside of M-F, 8 am- 6 pm). Requests for additional sampling during normal business provided will receive pricing for routine sampling events as determined above.
- VI. Any permit exceedances, missed holding times, or any other situation which may result in a noncompliance must be reported to the Metro WWTP verbally within 24 hours of becoming aware of the circumstance and followed up with a written notification within one business day of verbal notification.
- VII. Winning contractor must attend a mandatory site visit prior to providing services.
- VIII. All personnel must sign in and out at the front desk when on site.
- IX. The contract laboratory will supply owner with properly preserved bottles necessary for sample collection and analysis as per 40 CFR Part 136 Table 2.

Attachment C

Metro NPDES Toxicity

Attachment D

Metro Groundwater

*Price includes unit analysis cost
plus
additional cost to expedite.
**No additional cost to expedite.

Attachment D – Metro Groundwater

ATTACHMENT D – Metro Groundwater					
Parameter	Unit Price	Locations	Total Price	Price to Expedite *	Expedited Reporting Time
pH (field)	8.40	8	67.20	8.40**	24 hours
Water Table Elevation	105.00	8	840.00	105.00**	24 hours
Temperature (field)	8.40	8	67.20	8.40**	24 hours
Specific Conductance (field)	8.40	8	67.20	8.40**	24 hours
Total Dissolved Solids	10.50	8	84.00	15.75	48 hrs-72 hrs
Nitrate	15.75	8	126.00	23.63	48 hrs-72 hrs
Ammonia	10.50	8	84.00	15.75	48 hrs-72 hrs
Subtotal:			1,335.60		

Markup percentage for non-routine/emergency sampling above the unit price noted above:

50%

List your laboratory's normal days/hours of operation below: Monday-Friday, 8am-5pm

NOTES:

- I. The total in this cost sheet is for comparison purposes only. The actual number of samples per parameter may change during the contract term.
- II. Must be collected in accordance with EPA Region 4 Groundwater Sampling Operation Procedure, EPA publication SESDPROC301-R3 or the most recent version of the EPA Region 4 Groundwater Sampling Operation Procedure using either a pump or bailer method.
- III. The scope of work and quantities listed may be reduced, increased, or eliminated as the City Pretreatment Program is updated (provide a set cost per site to be updated if the number needs to be increased).
- IV. This scope includes sample collection and analysis semiannually, scheduled by City Staff.
- V. Sample collection shall comply with "Groundwater Sampling Methods", SCDHEC

Attachment E

Stormwater General Permit/SSOs: Aqueous Sample Matrix

*Price includes unit analysis and sample prep

additional cost to expedite.

**No additional cost to expedite.

Attachment E – Stormwater General Permit/SSOs: Aqueous Sample Matrix

Attachment E – Stormwater General Permit/SSOs					
Parameter	Unit Price	Quantity	Total Price	Price to Expedite *	Expedited Reporting Time
Copper	8.40	4	33.60	12.60	48-72 hrs
E. coli (MPN, Colilert)	21.00	60	1,260.00	21.00**	24hrs
Subtotal:			1,293.60		

Markup percentage for non-routine/emergency sampling above the unit price noted above:

50%

List your laboratory's normal days/hours of operation below: Monday-Friday 8am-5pm

NOTES:

- I. The total in this cost sheet is for comparison purposes only. The actual number of samples per parameter may change during the contract term.
- II. The unit price includes any and all associated supplemental fees such as pickup and preparation and analysis.
- III. Non-routine/emergency sampling events apply to requests for sample collection and testing which fall outside of the laboratory's normal hours of operation. (i.e. outside of M-F, 8 am- 6 pm). Requests for additional sampling during normal business provided will receive pricing for routine sampling events as determined above.
- IV. Bacterial sample results relinquished under Rush/Expedite status shall verbally be reported within 24-36 hours of analysis and final result shall be sent to the appropriate contact within 48 hours of receipt at lab.
- V. Samples will be collected in accordance with the NPDES permit or as predetermined for non-reportable sampling events.
- VI. Any permit exceedances, missed holding times, or any other situation which may result in a noncompliance must be reported to the Metro WWTP/WW Compliance staff verbally within 24 hours of becoming aware of the circumstance and followed up with a written notification within one business day of verbal notification.

Attachment F

FOG

Attachment F – FOG

ATTACHMENT F – FOG					
Fat, Oils, and Grease Program					
<u>Parameter</u>	<u>Unit Price</u>	<u>Locations</u>	<u>Parameter</u>	<u>Price to Expedite</u> *	<u>Expedited Reporting Time</u>
Oil and Grease (HEM)	47.25	120		70.88	48 hrs -72 hrs
Subtotal:			5,670.00		

*Price includes unit analysis cost plus additional cost to expedite.

Markup percentage for non-routine/emergency sampling above the unit price noted above:

50%

List your laboratory's normal days/hours of operation below: Monday - Friday 8am-5pm

NOTES:

- I. The total in this cost sheet is for comparison purposes only. The actual number of samples per parameter may change during the contract term.
- II. The unit price includes any and all associated supplemental fees such as additional filtering, sample collection, and/or pickup and preparation and analysis
- III. The scope of work and quantities listed may be reduced, increased, or eliminated as the City Pretreatment Program is updated (provide a set cost per site to be updated if the number needs to be increased).
- IV. All Sample analysis to be expedited.

Attachment G

Pretreatment

*Price includes unit analysis cost plus additional cost to expedite.

**No additional cost to expedite.

Attachment G- Pretreatment

ATTACHMENT G- Pretreatment					
Aqueous Sample Matrix					
Parameter	Unit Price	Quantity	Total Price	Price to Expedite *	Expedited Reporting Time
Biochemical Oxygen Demand (BOD)	18.00	200	3,600.00	18.00**	7 days
Total organic carbon	40.11	10	401.10	60.17	48hrs-72hrs
Chloride	21.00	20	420.00	31.50	48hrs-72hrs
Fluoride	21.00	10	210.00	31.50	48hrs-72hrs
Hardness, Total (as CaCO ₃)	12.60	40	504.00	18.90	48hrs-72hrs
pH (in field)	50.00	50	2,500.00	50.00**	24 hours
Cyanide	21.00	40	840.00	31.50	48hrs-72hrs
Oil & Grease	47.25	40	1,890.00	70.88	48hrs-72hrs
Phenolics	23.10	40	924.00	34.65	48hrs-72hrs
Sulfide	31.50	40	1,260.00	47.25	48hrs-72hrs
Surfactants (MBAS)	31.50	20	630.00	47.25	48hrs-72hrs
Ammonia-nitrogen	10.50	100	1,050.00	15.75	48hrs-72hrs
Kjeldahl Nitrogen	21.00	100	2,100.00	31.50	48hrs-72hrs
Nitrate-nitrite	15.75	60	945.00	23.63	48hrs-72hrs
Nitrate-nitrogen	15.75	60	945.00	23.63	48hrs-72hrs
Nitrite-nitrogen	15.75	60	945.00	23.63	48hrs-72hrs
Phosphorus	6.30	60	378.00	9.45	48hrs-72hrs
Filterable residue (TDS)	10.50	60	630.00	15.75	48hrs-72hrs
Nonfilterable residue (TSS)	8.40	200	1,680.00	12.60	48hrs-72hrs
Aluminum	6.30	10	63.00	9.45	48hrs-72hrs
Antimony	6.30	10	63.00	9.45	48hrs-72hrs
Arsenic	6.30	100	630.00	9.45	48hrs-72hrs
Barium	6.30	40	252.00	9.45	48hrs-72hrs
Beryllium	6.30	10	63.00	9.45	48hrs-72hrs
Boron	6.30	10	63.00	9.45	48hrs-72hrs
Cadmium	6.30	100	630.00	9.45	48hrs-72hrs
Calcium	6.30	10	63.00	9.45	48hrs-72hrs
Chloroform	78.75	10	787.50	118.13	48hrs-72hrs
Chromium	6.30	100	630.00	9.45	48hrs-72hrs
Cobalt	6.30	10	63.00	9.45	48hrs-72hrs
Copper	6.30	100	630.00	9.45	48hrs-72hrs
Iron	6.30	40	252.00	9.45	48hrs-72hrs
Lead	6.30	100	630.00	9.45	48hrs-72hrs
Magnesium	6.30	10	63.00	9.45	48hrs-72hrs
Manganese	6.30	100	630.00	9.45	48hrs-72hrs

Mercury	21.00	100	2,100.00	31.50	48hrs-72hrs
Molybdenum	6.30	100	630.00	9.45	48hrs-72hrs
Nickel	6.30	100	630.00	9.45	48hrs-72hrs
Selenium	6.30	100	630.00	9.45	48hrs-72hrs
Silver	6.30	100	630.00	9.45	48hrs-72hrs
Thallium	6.30	10	63.00	9.45	48hrs-72hrs
Tin	6.30	10	63.00	9.45	48hrs-72hrs
Zinc	6.30	100	630.00	9.45	48hrs-72hrs
Pesticides	105.00	60	6,300.00	157.50	48hrs-72hrs
PCBs	105.00	20	2,100.00	157.50	48hrs-72hrs
Semi-volatiles	189.00	60	11,340.00	283.50	48hrs-72hrs
Volatiles	94.50	60	5,670.00	141.75	48hrs-72hrs
Volatiles (method 1666)	948.50	10	9,485.00	N/A	N/A
Formaldehyde	375.00	40	15,000.00	N/A	N/A
BTEX	78.75	20	1,575.00	118.13	48hrs-72hrs
Base/Neutrals and Acids	189.00	60	11,340.00	283.50	48hrs-72hrs
PFAS	425.00	25	10,625.00	N/A	N/A
PFOA	0	25	0	N/A	N/A
Subtotal:			106,175.60		

PFOA included with PFAS

Markup percentage for non-routine/emergency sampling above the unit price noted above:
50%. Subcontract N/A

List your laboratory's normal days/hours of operation below: Monday-Friday, 8am-5pm

NOTES:

- I. The total in this cost sheet is for comparison purposes only. The actual number of samples per parameter may change during the contract term.
- II. The unit price includes any and all associated supplemental fees such as sample collection and/or pickup and preparation and analysis.
- III. Non-routine/emergency sampling events apply to requests for sample collection and testing which fall outside of the laboratory's normal hours of operation. (i.e.. outside of M-F, 8 am- 6 pm). Requests for additional sampling during normal business provided will receive pricing for routine sampling events as determined above.
- IV. Samples will be collected in accordance with the NPDES permit or as predetermined for non-reportable sampling events.
- VI. pH samples must be collected at the facility being sampled, will be scheduled in advance.

- VIII.** The contract laboratory will supply owner with properly preserved bottles necessary for sample collection and analysis as per 40 CFR Part 136 Table 2.



We Are Columbia

1800 Main Street, Columbia, SC 29201 • Phone: 803-545-3470 • Purchasing@columbiasc.net

EXHIBIT B
PRICE PROPOSAL FORM

Environmental Sample Collection Testing	Price
Attachment A - NPDES Aqueous Sample Matrix	\$ 62,224.55
Attachment D - Metro Groundwater	\$ 1,335.60
Attachment E - Stormwater General Permit/SSOs: Aqueous Sample Matrix	\$ 1,293.60
Attachment F - Fat, Oils, and Grease Program	\$ 5,670.00
Attachment G - Pretreatment	\$ 106,175.60
Total:	\$ 176,699.35

Appendix: 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)
Eurofins Environment Testing America Holdings, Inc		VOA Method 1666A, formaldehyde	24,485.00	13.86 %		
Montrose Environmental Group, Inc.		PFAS, PFOA	10,625.00	6.01 %		
The GEL Group, Inc.		Low Level Mercury Analysis	435.00	0.25 %		
				%		
				%		
				%		

Key: Minority/Women Owned Business Enterprise Association Code

AF – Asian American Female **AM** – Asian American Male **BF** – African American Female
BM – African American Male **FB** – Non-Minority Female Owned **HF** – Hispanic American Female
HM – Hispanic American Male **NF** – Native American Female **NM** – Native American Male

COMBINED TOTAL SUB AMOUNT \$ 35,545.00

TOTAL CONTRACT AMOUNT: \$ 176,699.35

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

Business Name: - Rogers and Callcott Environmental

Representative Name/Title: Rebecca Musick/Director of Laboratory Services

Date: 7/1/2021

Rebecca Musick

Business Information for Subconsultants/Subcontractors- Continued**List information for each Subcontractor or Subconsultant below.**1) Subcontractors Company information (Primary/Main office location)

Eurofins Environment Testing America Holdings, Inc (Lancaster Labs)

Company Name

2425 New Holland Pike

Physical Address

same as above

Mailing Address

Lancaster, PA 17601-5994

City/State Zip Code + 4

717 656-2300

()
Phone number

()

Fax number

Marrissa Williams

Debbie Brian

Primary Contact Name

Secondary Contact Name

marrissawilliams@eurofinsus.com debbiebrian@eurofinsus.com

Primary Contact Email Address

Secondary Contact Email Address

84-4101298

Federal ID #

Vendor #

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

Montrose Environmental Group, Inc (ENTHALPY ANALYTICAL)

Company Name

2714 Exchange Drive

Physical Address

Wilmington, NC 28405

Mailing Address

1 Park Plaza, Suite 1000, Irvine, CA 92614

City/State Zip Code + 4

910 212-5858

()
Phone number

()

Fax number

Lindsay Boone

Bryan Vining

Primary Contact Name

Secondary Contact Name

lindsay.boone@enthalpy.com bvining@enthalpy.com

Primary Contact Email Address

Secondary Contact Email Address

46-4195044

Federal ID #

Vendor #

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

The GEL Group, Inc.(GEL LABORATORIES, LLC)

Company Name

2040 Savage Road

Physical Address

PO Box 30712

Mailing Address

Charleston, SC 29407

City/State Zip Code + 4

843 556-8171

Phone number

843 766-1178

Fax number

Sam Hogan

Primary Contact Name

Joanne Harley

Secondary Contact Name

Sam.Hogan@gel.com

Primary Contact Email Address

joanne.harley@gel.com

Secondary Contact Email Address

57-0716831

Federal ID #

Vendor #

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

Company Name

Physical Address

Mailing Address

City/State Zip Code + 4

()

Phone number

()

Fax number

Primary Contact Name

Secondary Contact Name

Primary Contact Email Address

Secondary Contact Email Address

Federal ID #

Vendor #

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

Company Name

Physical Address

Mailing Address

City/State Zip Code + 4

(____) _____
Phone number

(____) _____
Fax number

Primary Contact Name

Secondary Contact Name

Primary Contact Email Address

Secondary Contact Email Address

Federal ID #

Vendor #

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

Company Name

Physical Address

Mailing Address

City/State Zip Code + 4

(____) _____
Phone number

(____) _____
Fax number

Primary Contact Name

Secondary Contact Name

Primary Contact Email Address

Secondary Contact Email Address

Federal ID #

Vendor #



We Are Columbia

MEETING DATE: August 17, 2021

DEPARTMENT: Procurement and Contracts

FROM: *Sandra Middleton, Purchasing Agent*

SUBJECT: Council is asked to approve an AIA Contract for Project SS7568; Preconstruction and Construction Manager at Risk Services for Saluda River Force Main Extension, as requested by Columbia Water. Award to McClam and Associates, Inc. in an amount not to exceed \$120,000.00. The contractor is located in Little Mountain, SC.

REQUISITION NO.: R209914

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: Water and Sewer Capital Projects, Saluda River Force Main Extension, Capital Projects Cost (5529999-SS756801-658650). The original budget amount is \$150,000.00.

CLEAN WATER 2020?: Yes

ATTACHMENTS:

- **#a:** APPROVED - Contract ()



AIA® Document A133™ – 2019

Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price

AGREEMENT made as of the day of July in the year 2021

BETWEEN the Owner:

City of Columbia
Office of Procurement and Contracts
1800 Main Street, 2nd Floor
Columbia, SC 29201

and the Construction Manager:

McClam & Associates, Inc
1642 Holy Trinity Church Road
Little Mountain, SC 29075

for the following Project:

SS7568 Saluda River Forcemain Extension
Columbia, SC

This project proposes a 36-inch diameter extension of the existing Saluda River Force Main in order to relocate the force main outfall into the City's gravity sewer system. The force main will extend for approximately 3,500 linear feet and include a trenchless crossing of the Saluda River.

The Design Engineer:

Stantec Consulting Services, Inc.
1411 Gervais Street, Suite 325
Columbia, SC 29201

The Owner and Construction Manager agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201™–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

APPROVED AS TO FORM

Legal Department City of Columbia, SC

8/10/2021

Init.

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User Notes:

(1851877701)

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5	COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES
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EXHIBIT A GUARANTEED MAXIMUM PRICE AMENDMENT

EXHIBIT B INSURANCE AND BONDS

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

(Paragraph deleted)

§ 1.1.1 The Owner's program for the Project, as described in Section 4.1.1:

(Paragraph deleted)

The Saluda River Force Main Extension (SS7568) project is part of Clean Water 2020, a multi-year program that is the City of Columbia's formal response to the U.S. Environmental Protection Agency (EPA) and the South Carolina Department of Health and Environmental Control (SCDHEC) regulations under the Federal Clean Water Act (CWA).

§ 1.1.2 The Project's physical characteristics:

Located in the West Columbia Basin, this project includes 36-inch diameter extension of the existing Saluda River Force Main in order to relocate the force main outfall into the City's gravity sewer system. The proposed force main will be revised to extend from its current outfall at Manhole 25109MH on the north side of the Saluda River to a new outfall location at 25213MH, located on the south side of the Saluda River. The force main will extend for approximately 3,500 linear feet. The proposed route is extending the outfall past a capacity limiting gravity section that is causing sanitary sewer overflows.

§ 1.1.3 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

Init.

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User Notes:

(1851877701)

30% Design - August 2021
60% and 90% Design Milestones - TBD

.2 Construction commencement date:

August 2022

.3 Substantial Completion date or dates:

May 2023

.4 Other milestone dates:

GMP July 2022

§ 1.1.4 The Owner's
(Paragraphs deleted)

requirements for accelerated or fast-track scheduling, or phased construction, are set forth below:

(Paragraphs deleted)None

§ 1.1.5 Other Project information:

Not applicable

§ 1.1.6 The Owner identifies the following representative in accordance with Section 4.2:

John Riggs
City of Columbia
1441 Main Street
Columbia, SC 29201
john.riggs@columbiasc.gov
803-528-4238

(Paragraph deleted)

§ 1.1.7 The persons or entities, in addition to the Owner's representative, who are required to review the Construction Manager's submittals to the Owner are as follows:

TBD

§ 1.1.8 The Design Engineer's representative:

Rob Stout, PE
Stantec Consulting Services, Inc.
1411 Gervais Street, Suite 325
Columbia, SC 29201
Rob.Stout@stantec.com
704-763-6654

§ 1.1.9 The Construction Manager identifies the following representative in accordance with Article 3:

Wayne Bye
McClam & Associates, Inc
1642 Holy Trinity Church Road
Little Mountain, SC 29075

Init.

803-345-9194
cwbye@mcclam.net

§ 1.1.10 The Owner's requirements for the Construction Manager's staffing plan for Preconstruction Services, as required under Section 3.1.9:

(Paragraphs deleted) Must list and identify team members during Preconstruction Services that will continue to hold key roles during the Construction Phase – Reference RFP for detail

§ 1.1.11 The Owner's requirements for subcontractor procurement for the performance of the Work:

(Paragraphs deleted) It is the goal of the City of Columbia, SC to maximize opportunities for historically Disadvantaged Enterprise Businesses (DBEs) including, but not limited to, Small Businesses (SBEs), Minority Businesses (MBEs), Women-Owned Businesses (WBEs). The City has implemented an overall citywide 15% goal to encourage socially and economically disadvantaged business participation. This goal extends to Offerors, Subcontractors, and suppliers on its procurement and contracting offerings.

§ 1.1.12 Other Initial Information on which this Agreement is based:

Not applicable

(Paragraphs deleted)

§ 1.2 The Owner and Construction Manager may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Construction Manager may appropriately adjust the Project schedule, the Construction Manager's services, and the Construction Manager's compensation. The Owner may adjust the Owner's budget for the Guaranteed Maximum Price and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 Neither the Owner's nor the Construction Manager's representative shall be changed without ten days' prior notice to the other party.

ARTICLE 2 GENERAL PROVISIONS

§ 2.1 The Contract Documents

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract and are as fully a part of the Contract as if attached to this Agreement or repeated herein. Upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, the Contract Documents will also include the documents described in Section 3.2.3 and identified in the Guaranteed Maximum Price Amendment and revisions prepared by the Design Engineer and furnished by the Owner as described in Section 3.2.8. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. If anything in the other Contract Documents, other than a Modification, is inconsistent with this Agreement, this Agreement shall govern. An enumeration of the Contract Documents, other than a Modification, appears in Article 15.

§ 2.2 Relationship of the Parties

The Construction Manager accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Design Engineer and exercise the Construction Manager's skill and judgment in furthering the interests of the Owner to furnish efficient construction administration, management services, and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests. The Owner agrees to furnish or approve, in a timely manner, information required by the Construction Manager and to make payments to the Construction Manager in



We Are Columbia

MEETING DATE: August 17, 2021

DEPARTMENT: Procurement and Contracts

FROM: Sandra Middleton, Purchasing Agent

SUBJECT: Council is asked to approve the Purchase of (25) 6", (2) 8", and (1) 10" Fire Service Assembly Meters and (600) 5' and (48) 25' registers for the Water Distribution Division, as requested by Columbia Water. Award to Badger Meter Inc., as a sole source in the amount of \$238,460.76. This vendor is located in Milwaukee, WI.

REQUISITION NO.: R211038 & R211079

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: Utilities Water Distribution & Maintenance - Meters, Parts, and Supplies (5516203-625600). The original budget amount is \$238,460.76.

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:** Badger Meter_Sole Source Agreement (PDF)

SOLE SOURCE AGREEMENT FOR PURCHASE OF GOODS

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

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

2. Term and Option to Renew 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, 2022.** An option to renew or continue purchasing goods for an additional one-year period may be authorized at the mutual pleasure and discretion of both parties. However, neither party shall be under any obligation to agree to an extension of the initial term or any additional term.

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

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

5. Compensation. The compensation paid by the City to Seller under this AGREEMENT shall not exceed (Two Hundred Thirty-Eight Thousand, Four Hundred Sixty dollars and 76/100) \$238,460.76 unless authorized by the City under Section 2 of this AGREEMENT. The Seller shall submit an invoice for the sale of goods. Each invoice submitted must describe the items and show payment calculations. The invoice shall bear the signature of the Seller, which signature shall certify that the information contained in the invoice is true and accurate and that the invoice amount is currently due and owing. The City will not pay interest or penalty on any past due amount.

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

checked by the City, is required to be procured by the Seller to adequately protect the City from any claims or damages including bodily injury or death which may arise during operations under this AGREEMENT, to be maintained during the entire term (including any renewals or Additional and Supplemental Services):

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

APPROVED AS TO FORM

 Legal Department City of Columbia, SC
 7/28/2021

CITY OF COLUMBIA, SOUTH CAROLINA

By: _____

By: _____

Witness

Title: City Manager

Date: _____

Badger Meter Inc.

By: Madeline G. Kuzniar
 Madeline G. Kuzniar

By: Jennifer A. Awah-Manga
 Jennifer A. Awah-Manga

SIGN HERE

Witness

WITNESS

Title: Assistant Secretary

Date: August 2, 2021

Requisition # R211036 & R211079JUSTIFICATION 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 WATER DISTRIBUTION & MAINTENANCE Division,

(1)

Advanced metering infrastructure (AMI) Fire Service Assembly Meters

(2)

as well as R4 Registers for BA1 Model 25 HR-E LCD Meters, 5' and 25' Lengths.

as a sole source procurement from Badger Meter Company

(3)

based upon the following justifications Please see the justification attached with all supporting

(4)

documentation. Any prioritization that can be given will let the City get water revenue

in from these meters.

This sole source is valid through June 30, 2022

Amount \$ 238,460.76

Utility Operation / Water Dist. & Maint.

Department

Signature of Department Head

7-15-21

Date

for Shannon Lizenberis
Signature of Purchasing Agent

7/16/2021

Date

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

Signature of Finance Director

7/16/21

Date

Signature of Asst. City Manager

7/19/21

Date

Signature of City Manager

Date

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

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

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



4545 W Brown Deer Road
PO Box 245036
Milwaukee, Wisconsin 53224-9536
414-355-0400 | 800-876-3837
www.badgermeter.com

July 8, 2021

Ms. Jane Grimshaw
Material Control Clerk, Wastewater Division
City of Columbia
1136 Washington Street
Columbia, SC 29201

RE: Sole Source Letter

Dear Ms. Grimshaw:

This correspondence confirms that Badger Meter, Inc. is the sole manufacturer and direct supplier of Badger Meter utility products, including registers for the state of South Carolina.

In the event you have any questions regarding this correspondence, we can be reached by telephone at 800-876-3837 ext. 12728 or via email at bids@badgermeter.com.

Sincerely,

BADGER METER, INC.

K. Fleming
Korrine L. Fleming
Assistant Secretary

4545 W Brown Deer Road Milwaukee WI 53223
PO Box 245036 Milwaukee WI 53224-9536
Phone: 615-459-8288

Created Date 06-15-2021

Customer ID 00390604

To

CITY OF COLUMBIA
ACCOUNTING DIVISIONPO BOX 147
COLUMBIA
South Carolina 292170001

Effective Dates 06-16-2021 - 06-20-2022

Salesperson	Proposal Subject	Shipping Terms / INCO Terms	Payment Terms
007301 JAMES HARRIS	FSAA w/ LTE-M	PREPAY/NO CHARGE FCA FACTORY	SPECIAL REQMT

Line #	Description	Qty	Unit Net Price USD	Line Totals USD
1	BMI Part No.: 104-3928 Cat String: FA-AHU-P-Z4XX-X-C3-YS-E1AB-2B1X1-9C-9B-E-NN-AG-TJ-AA-B0A Description: FSAA, 6" Rnd 2" M170 Rt BP 2 Vlves, SS Mn/BP-Znc DVC, YR MFG 9D HEAD, PBB Side HR-E LCD, ORION LTE-M, PL Lid/Shrd-GRY, Trx Scrw, Sidewalk read, 9D-1 Gal, 9D-0.1 Gal, SN YR 9D in & out, Thru Ld	1	6,000.00	6,000.00
2	BMI Part No.: 104-3936 Cat String: FA-AJT-P-Z4XX-X-C3-YS-E1AB-2B1X1-9C-9B-E-NN-AG-TJ-AA-B0A Description: FSAA, 8" Rnd 2" M170 Rt BP 2 Vlves, SS Mn/BP-Znc DVC, YR MFG 9D HEAD, PBB Side HR-E LCD, ORION LTE-M, PL Lid/Shrd-GRY, Trx Scrw, Sidewalk read, 9D-1 Gal, 9D-0.1 Gal, SN YR 9D in & out, Thru Ld	1	9,600.00	9,600.00
3	BMI Part No.: 104-3945 Cat String: FA-AMJ-P-Z4XX-X-C3-YS-E1AB-2B1X1-9C-9B-E-NN-AG-TJ-AA-B0A Description: FSAA, 10X12" Rnd 2" TSM Rt BP 2 Vlves, SS Mn/BP-Znc DVC, YR MFG 9D HEAD, PBB Side HR-E LCD, ORION LTE-M, PL Lid/Shrd-GRY, Trx Scrw, Sidewalk read, 9D-1 Gal, 9D-0.1 Gal, SN YR 9D in & out, Thru	1	15,957.00	15,957.00

Notes and Assumptions

If applicable, sales tax and freight, if included on the proposal, is an estimate and will be recalculated based on rates and tax status in effect at the time of invoicing.

Actual lead time to be provided at time of order.

To aid in processing your order, please include the Quote number on the PO that is submitted for this proposal.

Thank you for your business!

Estimated ship dates subject to change based upon component availability, as a result of global supply chain constraints, or credit review.
This acknowledgment is made subject to the terms & conditions found on our web-site: <https://www.badgermeter.com/terms-and-conditions>.
Terms and conditions related to service units, training, and professional services can be found here: <https://badgermeter.com/service-units-terms-and-conditions>

If you would like to place an order, please contact us at 615-459-8288 or at utilitydist@badgermeter.com

Thank you for your business!

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To

CITY OF COLUMBIA
ACCOUNTING DIVISIONPO BOX 147
COLUMBIA
South Carolina 292170001

Effective Dates 06-15-2021 - 06-20-2022

Salesperson	Proposal Subject	Shipping Terms / INCO Terms	Payment Terms
007301 JAMES HARRIS	HR-E LCD 5' & 25' TT - encoders only	PREPAY/NO CHARGE FCA FACTORY	SPECIAL REQMT

Line #	Description	Qty	Unit Net Price USD	Line Totals USD
1	BMI Part No.: 100-5872 Cat String: R4-BA1-E1CA-2B1-9AE-NX-XX-TF-XX-B0A Description: REG 4, M25, HR-E LCD, 4CXN2 ORION, PL Lid/Shrd-GRY, Trx Scrw, 9D-0.01 Gal, SN YR 9D in, TT-5', BMI STD,	1	55.00	55.00
2	BMI Part No.: 100-6465 Cat String: R4-BA1-E1CA-2B1-9AE-NX-XX-TJ-XX-B0A Description: REG 4, M25, HR-E LCD, 4CXN2 ORION, PL Lid/Shrd-GRY, Trx Scrw, 9D-0.01 Gal, SN YR 9D in, TT-25', BMI STD,	1	55.00	55.00

Notes and Assumptions

If applicable, sales tax and freight, if included on the proposal, is an estimate and will be recalculated based on rates and tax status in effect at the time of invoicing.

Actual lead time to be provided at time of order.

To aid in processing your order, please include the Quote number on the PO that is submitted for this proposal.

If you would like to place an order, please contact us at 615-459-8288 or at utilitydist@badgermeter.com

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We Are Columbia

MEETING DATE: August 17, 2021

DEPARTMENT: Procurement and Contracts

FROM: Sandra Middleton, Purchasing Agent

SUBJECT: Council is asked to approve Contract Amendment #4 for Project SS7253; Metro Wastewater Treatment Plant Anaerobic Digester Rehabilitation, as requested by Columbia Water. Award to Hazen and Sawyer in an amount not to exceed \$634,768.00. This firm is located in Columbia, SC.

REQUISITION NO.: R156260

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: Water and Sewer Capital Projects; Capital Project Costs (5529999-SS742801-658650). The original contract amount was \$4,189,652.00. The budget amount for this amendment is \$634,768.00. The revised budget amount is \$4,824,420.00.

BUSINESS PROGRAM: Mentor Protege Program

CLEAN WATER 2020?: Yes

FOCUS AREAS: Innovative & High Quality Municipal Services

PURPOSE:

This is a Mentor Protégé Program Project. Hazen and Sawyer is the mentor and will provide construction management and engineering services at 79.22% (\$3,821,765.00) of the total contract value. Construction Dynamics, Inc. located in Columbia, SC is the protégé and has provided construction observation services at 14.13% (\$681,780.00) of the total contract value.

The mentor will be performing 100% (\$634,768.00) of contract amendment #4. This amendment does not include opportunities for participation by protégé or subconsultant firms due to the specialized engineering processes associated with anaerobic digestion. However, the overall percentage of services provided by subconsultants is 20.78% of the total contract value.

Current and Proposed Change and Basis for Payment:

Original Contract Amount (Term February 27, 2014 to January 1, 2018; Purchase Order# P142368):	\$3,246,477.00
Amendment #1 (Cost Increase; Purchase Order# P142368):	\$943,175.00

Amendment #2 (Time Extension January 1, 2018 to June 30, 2021; Purchase Order# P142368):	\$0.00
Amendment #3 (Time Extension July 1, 2021 to June 30, 2023; Purchase Order# P142368):	\$0.00
Current Contract Amount:	\$4,189,652.00
This Contract Amendment #4 (Cost Increase; Purchase Order# P142368):	\$634,768.00
Revised Contract Amount (Total Contract Value):	\$4,824,420.00

Contract Amendment #4 is to add funding for continued operational digester services.

The remaining operational assistance work in Phase 4 of the project does not include opportunities for protégé or subconsultant firms as this work includes specialized engineering processes associated with anaerobic digestion.

The overall percentage of services provided by subconsultants for the project is 20.78%.

MR Systems, Inc., located in Charlotte, NC provided I & C Integrator services at 0.09% (\$4,400.00) of the total contract value.

Howard Engineering, a Minority Business Enterprise (W) located in Marietta, SC provided electrical services at 2.30% (\$110,910.00) of the total contract value.

4D Engineering, LLC, a Minority Business Enterprise (W) located in Lexington, SC provided civil and site work services at 0.57% (\$27,275.00) of the total of the contract value.

Bufford Golf and Associates located in Columbia, SC provided HVAC services at 0.58% (\$28,180.00) of the total of the contract value.

Chao & Associates, a Minority Business Enterprise located in Columbia, SC provided surveying structural services at 1.06% (\$50,910.00) of the total of the contract value.

John Bowman, Architect, PA, a Minority Business Enterprise located in Columbia, SC provided architectural services at 0.58% (\$28,180.00) of the total of the contract value.

Terracon located in Columbia, SC provided geotech investigation material testing at 1.47% (\$71,020.00) of the total of the contract value.

ATTACHMENTS:

- **#a:** CA#4 SS7253 Hazen and Sawyer MWWTP Anaerobic Digester Rehabilitation (PDF)

Contract Amendment #4**SS7253 Metro Wastewater Treatment Plant Anaerobic Digester Rehabilitation****Hazen and Sawyer, P.C.****July 22, 2021**

Description of Change: Request change in Agreement for Engineering Services between the City of Columbia (City) and Hazen and Sawyer, P.C. (Engineers) executed February 18, 2014 (Agreement) to increase funding for continued operational digester services.

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

Current and Proposed Change and Basis for Payment:

Original Contract Amount (Term February 27, 2014 to January 1, 2018; Purchase Order# P142368):	\$3,246,477.00
Amendment #1 (Cost Increase; Purchase Order# P142368):	\$943,175.00
Amendment #2 (Time Extension January 1, 2018 to June 30, 2021: Purchase Order# P142368):	\$0.00
Amendment #3 (Time Extension July 1, 2021 to June 30, 2023: Purchase Order# P142368):	\$0.00
Current Contract Amount:	\$4,189,652.00
This Contract Amendment #4 (Cost Increase; P142368):	\$634,768.00
Revised Contract Amount:	\$4,824,420.00

This Change is Acceptable:**Name of Firm**

Hazen and Sawyer, P.C.

Print Name

Signature

Date

City of Columbia

Office of the City Manager

Teresa Wilson, City Manager

Signature

Date

Witness

APPROVED AS TO FORM

 Legal Department City of Columbia, SC
 7/29/2021

OBO MPP Change Order/Amendment Implementation Plan Addendum

In Accordance with MPP Guidelines Change Orders/Amendments: If any change order/amendment are required on a MPP project the protégé must be notified prior to the request for approval and given the opportunity to provide services. In addition, the MPP minimum percentage must be maintained, where appropriate, throughout the duration of the project.

OBO Verification	Contract/Change Order Amount	Mentor Amount	Mentor Percentage	Protégé Amount	Protégé Percentage	Subcontractors /Subconsultants Amount	Subcontractors /Subconsultants Percentage
Original Contract:	\$ 3,246,477	\$ 2,509,667	77.3%	\$ 408,180	12.6 %	\$ 328,630	10.1%
CO# 1:	\$ 943,175	\$ 669,575	71.0%	\$ 273,600	29.0%	\$ 0	0%
CO# 2:	\$ 0	\$ 7,755	100%	\$ 0	0%	-\$ 7,755	0%
CO# 3:	\$ 0	\$ 0	0%	\$ 0	0%	\$ 0	0%
CO# _:	\$ 0	\$ 0	0%	\$ 0	0%	\$ 0	0%
CO# _:	\$ 0	\$ 0	0%	\$ 0	0%	\$ 0	0%
CO# _:	\$ 0	\$ 0	0%	\$ 0	0%	\$ 0	0%
This Change Order: (Increase)	\$ 634,768	\$ 634,768	100%	\$ 0	0%	\$ 0	0%
Revised Contract:	\$ 4,824,420	\$ 3,821,765	79.2%	\$ 681,780	14.1%	\$ 320,875	6.7%

MPP Project #/Name: SS7253 Metropolitan WWTP Anaerobic Digester Rehabilitation – Amendment 4 **Change Order #:** 04 (Ex: 01, 02)

Change Order/Amendment Amount: \$ 634,768

Amendment Justification: Provided Below; or Attach (Justification must include a statement as to why the services could not be completed under the current timeframe or approved funding): ☒ Yes ☐ No

Extended construction and startup activities past the original contract time and request for continued engineering services related to digester operational assistance and operating evaluations.

Change Order/Amendment Type:

1. ☐ **Time Extension – New End Date:** _____ (Please sign & return form if no cost)
2. ☐ **Change of Subcontractor:** _____ (Please provide reason below for the change, have Mentor and Protégé sign off & return form)

3. ☒ **Funding Increase – Amount** (Please continue on to questions 3 A & B below)

A. Will protégé be performing any work within this change order? ☐ Yes ☒ No (If no, skip to B)

- Amount of Change Order/Amendment to be received by the protégé: \$ _____

- Please indicate the services the protégé will be providing for this change order/amendment (in box below):

B. If Protégé will not be providing any services on this change order/amendment, please indicate why in the box below:

The original contract included Construction Dynamics as the Protégé Firm to perform field construction observation services and this phase of the construction project has been completed. The continued operational assistance work in Phase 4 of this amendment does not include opportunities for Protégé or Sub-consultant firms as this work includes specialized process engineering associated with anaerobic digestion.

4. Revised scope of work

Includes continued operational assistance, digester operations alternatives evaluation, digester capacity evaluation, training, extended startup, post construction, and warranty assistance.

By signing below, all parties agree to the information submitted in this document. Additionally, the protégé also agrees that they have received notification of the referenced change order/amendment for this project and were given the opportunity to provide services.

EXECUTED by James N. Struve (Mentor Firm) this 10 day of MAY 2021.

By: JAMES N. STRUVE Title: VICE PRESIDENT

Firm Name: HAZEN AND SAWYER

EXECUTED by Nathaniel Speck, Jr. (Protégé Firm) this 12 day of May 2021.

By: Nathaniel Speck, Jr. Title: PRESIDENT / CEO

Firm Name: Construction Dynamics, Inc

OBO Statement for the change order/amendment:

OBO has reviewed this funding increase and details of services contract amendment. The original project contract amount was \$3,246,477.00. The original amount received by the protégé was \$408,180.00 or 12.6% of the original contract amount. The revised total contract amount is \$4,824,420.00, which includes the current and any previous contract amendments for this project. The protégé will receive \$681,780.00 or 14.1% of the revised total contract amount.

RECOMMENDED FOR APPROVAL: EXECUTED by the Office of Business of Opportunities, Compliance Division on this
3 day of June, 2021.

By: Latonya Germany Title: Program Compliance Specialist

*This information is only required if the amendment is greater than \$50,000, and the amendment must be approved by the City Council.



Hazen and Sawyer
9101 Southern Pine Blvd, Suite 250
Charlotte, NC 28273 • 704.357.3150

CHANGE AMENDMENT NO. 4

April 22, 2021

John Riggs, PE
Wastewater Engineer
City of Columbia
Utilities and Engineering
1136 Washington Street
Columbia, South Carolina 29201

Re: PROJECT NAME: Metropolitan WWTP Anaerobic Digester Rehabilitation
CIP NUMBER: #SS7253

Dear Mr. Riggs:

Under a previously executed City of Columbia contract for SS7253, Hazen and Sawyer (Hazen) is providing construction management services (including office administration, construction observation, operator training, facility start-up, and commissioning) at the City's Metropolitan Wastewater Treatment Plant (Metro WWTP). Additional delays in the construction schedule have been encountered which have shifted the construction completion date approximately from November 2017 to June 2021. Hazen has also been asked to provide continued operational assistance and evaluation of alternative digester operating scenarios. These items have necessitated an extension of the engineering contract from January 1, 2018 to June 30, 2023, which was executed on December 12, 2017.

Exhibits A, B, C, and D appended to this Change Amendment No. 4 request delineate the additional Scope of Services, Compensation, and Schedule adjustments, respectively, necessary for these changes.

Hazen appreciates the opportunity to assist the City with providing continued operational services for the Metropolitan WWTP Anaerobic Digester Rehabilitation project. If you should have any questions please feel free to contact me at (704) 357-3150 or via email at jstruve@hazenandsawyer.com.

Sincerely,

James N. Struve, PE
Vice President

cc: Clean Water 2020 Project Manager

EXHIBIT A

SCOPE OF SERVICES

City of Columbia Project Funding #SS7253

Metropolitan Wastewater Treatment Plant Anaerobic Digester Rehabilitation

Hazen and Sawyer (Consultant) is currently providing construction management services for the City of Columbia (CITY) at the CITY's Metropolitan Wastewater Treatment Plant (Metro WWTP) for the Anaerobic Digester Rehabilitation project (#SS7253). The extended start-up of these new facilities and the delay of work for future biosolids projects has resulted in a request for continued engineering services. These continued services will necessitate Phase 4 – Continued Operational Assistance Services to be performed by the Consultant including:

- Task 4.1 – Project Administration Services
- Task 4.2 – Continued Operational Assistance
- Task 4.3 – Extended Startup, Post Construction and Warranty Assistance

TASK 4.1 – Project Administration Services

General Project Administration

Consultant will manage the efforts of its project team members by assigning manpower, delegate responsibilities, review work progress, monitor budget and schedule, and direct the progress of the work. As part of project administration, Consultant will provide monthly invoicing and schedule updates pertaining to Consultant's portion of the work to the CITY. During the thirteen (13) month time period, 8 hours per month is anticipated.

Project Management and Coordination with the CITY

Consultant will communicate with the CITY through a single point of contact, Consultant's Project Manager, and adhere to and update schedule as shown in Attachment C. During the thirteen (13) month time period, 20 hours per month is anticipated.

Mentor-Protégé Program

The current contract included Construction Dynamics as the Protégé Firm to perform field construction observation services for a Protégé percentage of 16.3%. This phase of the construction project has been completed. The continued operational assistance work in Phase 4 of this amendment does not include opportunities for Protégé or Sub-consultant firms as this work includes specialized process engineering associated with anaerobic digestion. This amendment will not increase the Protégé participation from the original contract, the revised Protégé percentage is 14.1%.

Conduct Project Status and Coordination Meetings

Consultant will coordinate and conduct monthly status and coordination meetings to discuss schedule, progress, and coordination of work. During the thirteen (13) month time period, 16 hours per month is anticipated.

TASK 4.2 – Continued Operational Assistance

Periodic Site Visits by Consultant

Consultant shall provide periodic site visits by appropriate specialized staff for assessing operational conditions with plant staff related to the anaerobic digestion facilities. The visits will be monthly as needed. During the thirteen (13) month time period, 8 hours per month on-site time is anticipated.

Operational Assistance

Consultant shall continue to provide data analysis and establish trend lines as needed during the digester operating and performance testing periods. Consultant shall also provide process control assistance as needed during digester operation. During the thirteen (13) month time period, 16 hours per month is anticipated.

Operations Training

Consultant shall provide two additional operations training sessions, each to be presented three times in a classroom setting on-site. The operations training course will include: boiler facility and sludge heating system, anaerobic digester pump-mix system, digester gas collection and treatment system, and digested sludge transfer system. Consultant shall develop handouts and graphics to enhance the learning process. During the thirteen (13) month time period, 2 sessions at 20 hours/session is anticipated.

TASK 4.2.1 – Perform Digester Operations Alternatives Evaluation

Evaluate Digester Operations Alternatives

Consultant shall evaluate possible operating scenarios that would utilize Digester 1 and/or Digester 2 as a wide spot prior to dewatering activities. The CITY has requested additional functionality of the digester tankage to serve as sludge storage tankage for storing digested sludge. The Project scope included operational configurations of 3 primary digesters plus 2 secondary digesters (3+2) and 5 primary digesters in series (5+0). Additional operation scenarios for evaluation are 4 primary digesters plus 1 secondary digester (4+1) and 3 primary digesters plus 1 secondary digester to 1 digested sludge holding tank/wide spot (3+1+1).

The evaluation will include the assessment of existing piping, valving and pumps for operational scenarios of (4+1) and (3+1+1) where the secondary digester and wide spots could be either Digester 1 or Digester 2 in these arrangements. Evaluation to include coordinated pumping and valving to be automatic for these operational scenarios to match current functionality.

Conduct Kickoff Meeting/ Prepare Technical Memorandum No. 1

A meeting will be scheduled with the CITY to kickoff this evaluation work in-person. A technical memorandum (TM) summarizing the findings, results and recommendations from the digester operations alternatives evaluation will be prepared and submitted to the CITY.

TASK 4.2.2 – Perform Digester Capacity Evaluation

Evaluate Digester Capacity

Consultant shall evaluate digester capacity based on current loading and operating conditions. The evaluation will include impacts of foaming on the loading capacities along with testing and evaluating possible foam mitigation alternatives.

Conduct Kickoff Meeting/ Prepare Technical Memorandum No. 2

A meeting will be scheduled with the CITY to kickoff this evaluation work in-person. A technical memorandum (TM) summarizing the findings, results and recommendations from the digester capacity evaluation will be prepared and submitted to the CITY.

Conduct Task 4.2.1 and 4.2.2 Workshop

Following sufficient review time for the TMs, a meeting will be scheduled with the CITY to present the combined TM from Task 4.2.1 operational alternatives and Task 4.2.2 capacity evaluations and to address any review comments. Review comments will be incorporated into the finalized TM.

TASK 4.3 – Start-Up, Post Construction and Warranty Assistance

Start-Up Assistance

Consultant shall coordinate performance testing assistance between the Contractor and CITY as the rehabilitated anaerobic digestion facilities for Digesters 1 and 2 are placed into service. Consultant shall provide periodic site visits by appropriate staff to observe progress for performance testing and to make appropriate reports to the CITY regarding testing completion and scheduling.

Post Construction and Warranty Assistance

Consultant shall coordinate project closeout activities at final completion of the project and provide post construction services including assisting the CITY during the project warranty period for Phase 2 work with notifying the General Contractor of any defects or warranty repairs requiring attention. H&S will then perform a detailed final warranty inspection of the work approximately 23 months after the date of the Phase 2 Substantial Completion. A report detailing the findings will be provided, and H&S will notify the Contractor of any warranty repairs necessary. Services provided under this task include the following:

- Digester Gas system investigation – site visits and coordination with the CITY and Contractor to investigate and correct the defective alignment of the below grade digester gas piping. This work has been completed and the digester gas system is back in service and operational. As-built records for the project will be updated with the corrected below grade digester gas piping plans.
- Pump Mix seal investigation – coordination with the CITY, Contractor, and pump manufacturer to investigate seal failures, including implementing potential solutions to provide seal water flushing seals and assisting the CITY with warranty and not warranty seal replacement work.

EXHIBIT B
COMPENSATION

City of Columbia
Project Funding # SS7253

Metropolitan Wastewater Treatment Plant
Anaerobic Digester Rehabilitation

The table below summarizes the fee amount as approved for the original Agreement and previous Change Amendments, and the fee amount requested for Change Amendment No. 4. Per Exhibit A, services and associated fee are only required for Phase 4 – Continued Operational Assistance Services. The amount requested for the Phase 4 tasks is estimated to be a total of \$14,080.00 for lump sum tasks and \$620,688.00 for hourly not-to-exceed tasks. The Excel spreadsheet appended to this Exhibit B provides additional breakdown of the labor hours associated with each task.

Task	Task Description	Original Agreement Amount	Change Amendment No.1 Amount	Change Amendment No.4 Amount	Revised Total Amount
Phase 1 - Detailed Design					
Subtotal		\$1,479,379.00	\$0.00	\$0.00	\$1,479,379.00
Phase 2 - Bid Phase Services					
Subtotal		\$39,304.00	\$0.00	\$0.00	\$39,304.00
Phase 3 - Construction Management Services					
Subtotal		\$1,727,794.00	\$943,175.00	\$0.00	\$2,670,969.00
Phase 4 – Continued Operational Assistance Services					
4.1	Project Administration Services			\$117,636.00	\$117,636.00
4.2	Continued Operational Assistance			\$291,100.00	\$291,100.00
4.3	Startup, Post Construction and Warranty Assistance			\$211,952.00	\$211,952.00
	Expenses			\$14,080.00	\$14,080.00
Subtotal		\$0.00	\$0.00	\$634,768.00	\$634,768.00
Total		\$3,246,477.00	\$943,175.00	\$634,768.00	\$4,824,420.00

The following table provides Consultant's 2020-21 hourly billing rates by employee classification. These rates shall be utilized to bill for the hourly NTE Subtask items. Consultant shall be able to increase indicated hourly rates below by 3% at the beginning of each new calendar year (i.e., January 1st).

**Consultants
2020-21 Hourly Billing Rates**

<u>Employee Classification</u>	<u>2020-21 Billing Rates</u>
Vice President	\$253.00
Associate Vice President	\$230.00
Senior Associate	\$215.00
Associate	\$185.00
Senior Principal Engineer	\$160.00
Engineer	\$131.00
Assistant Engineer	\$115.00
Senior Principal Designer	\$150.00
Principal Designer	\$130.00
Administrative	\$73.00
Intern	\$45.00

The original Agreement for SS7253, dated February 18, 2014, was in the amount of \$3,246,477.00 with two previous amendments that increased SS7253 to \$4,189,652.00. This Change Amendment No. 4 will increase SS7253 to \$4,824,420.00. The table below summarizes this as follows:

Agreement	Date	Amount
Original Agreement	Feb 18, 2014	\$3,246,477.00
Change Amendment No. 1	Jan 16, 2018	\$943,175.00
Change Amendment No.2	Jan 18, 2019	\$0.00
Change Amendment No.3	Apr 21, 2021	\$0.00
Change Amendment No. 4	Apr 22, 2021	\$634,768.00
Revised Total Amount	---	\$4,824,420.00

City of Columbia, SC
Metropolitan Wastewater Treatment Plant
Anaerobic Digester Rehabilitation Project
Phase 4 - Operational Services
Change Amendment No. 4 - Apr 2021
Projected Manhours and Associated Fee

Task No.	Description	VP (Hrs)	Assoc VP (Hrs)	Sr Assoc (Hrs)	Assoc (Hrs)	Sr Prin Eng (Hrs)	Eng (Hrs)	Asst Eng (Hrs)	Start-Up Op (Hrs)	Prin CADD (Hrs)	Admin (Hrs)	Total Labor Hrs	Total Labor Fee	Comments
4.1	Project Administration Services													
	General Project Administration and Management	30	80	160	30							300	\$65,940	20 Hrs per Month
	Conduct Monthly Project and Coordination Meetings	32	52	68	92							244	\$51,696	13 Mtgs, 1 workshop, 1 kickoff
	Subtotal	62	132	228	122	0	0	0	0	0	0	544	\$117,636	
4.2	Continued Operational Assistance													
	Periodic Site Visits by Consultant													
	Operational Assistance		104						104			208	\$39,520	4 Hrs per Week for 13 Months
	Operations Training		208			104	104					416	\$78,104	8 Hrs per Week for 13 Months
4.2.1	Perform Digester Operations Alternative Evaluation	32	80									80	\$18,400	2 Sessions
	Develop TM 1	16	8	10		240	32			16		332	\$59,696	
												82	\$15,238	
4.2.2	Perform Digester Capacity Evaluation	32	32	24	16	160						264	\$49,176	
	Develop TM 2	16	16	10		32						74	\$14,998	
	Workshop 1 and 2	16	8	18	18	18						78	\$15,968	Combined Workshop
	Subtotal	112	476	102	34	586	104	0	104	16	0	1,534	\$291,100	
4.3	Start-Up, Post Construction and Warranty Assistance													
	Periodic Site Visits by Consultant		96	8	288							392	\$77,080	32 hrs per Week for 3 months
	Provide Start-Up Assistance	24	24	80	24							152	\$33,232	
	Post Construction and Warranty Assistance	80	80	200	80					40		480	\$101,640	20 hrs per Month for 24 months
	Subtotal	104	200	288	392	0	0	0	0	40	0	1,024	\$211,952	
4.4	Expenses													
	Mileage for Meetings and Site Visits												\$6,300	\$0.56
	Misc Trip Expenses												\$4,000	
	Mileage During Start-Up												\$3,780	\$0.56
	Subtotal												\$14,080	
	GRAND TOTAL	278	808	618	548	586	104	0	104	56	0	3,102	\$634,768	
	Hourly Billing Rate by Classification													
	Vice President	253												
	Associate Vice President	230												
	Senior Associate	215												
	Associate	185												
	Sr Principal Engineer	160												
	Engineer	131												
	Assistant Engineer	115												
	Senior Principal Designer	150												
	Principal Designer	130												
	Designer	105												

EXHIBIT C**City of Columbia
Project Funding # SS7253****Metropolitan Wastewater Treatment Plant
Anaerobic Digester Rehabilitation****Schedule****Construction Schedule Update – Gantt Chart attached**

The schedule below summarizes the major milestones for work associated with Task 4.2.

<u>Milestone Description</u>	<u>Tentative Date</u>
Engineering NTP	May 2021
Task 4.2.1 and 4.2.2 Kickoff	Jun 2021
Task 4.2.1 Evaluation	July 2021
Task 4.2.2 Evaluation	Aug 2021
TM No. 1 and No. 2	Jan 2022
Workshop No. 2	Feb 2022
Final TM No.1 and No.2	Mar 2022

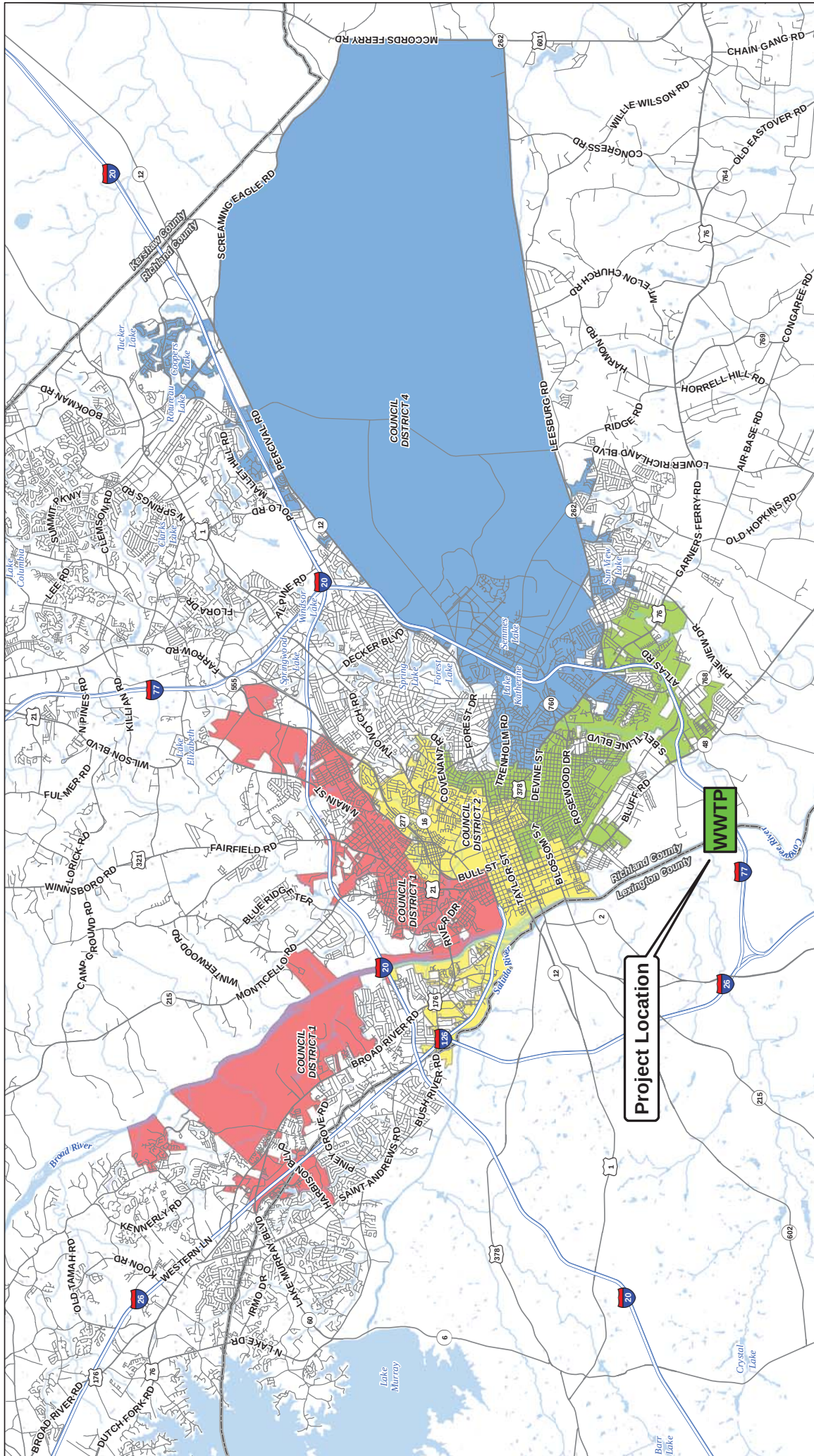


EXHIBIT D**City of Columbia
Project Funding # SS7253****Metropolitan Wastewater Treatment Plant
Anaerobic Digester Rehabilitation
Subconsultant Firm Information Records**

The table below summarizes the services, dollar value of services, and percentage of services for the original Agreement, Change Amendments No. 1 through No. 4, and the revised total amount. Consultant work with Construction Dynamics, Inc. for field construction observation services has been completed. The remaining continued operational assistance work in Phase 4 of this amendment does not include opportunities for Protégé or Sub-consultant firms as this work includes specialized process engineering associated with anaerobic digestion. The overall percentage of services provided by subconsultants for the overall project is 20.8%.

Firm Name and Address	Contact Name and Telephone Number	Group	Services	Dollar Value of Services*					Percentage of Services			
				Original Agreement Amount	Change Amendment No. 1 Amount	Change Amendment No. 2 Amount	Change Amendment No. 4 Amount	Revised Total Amount	Original Agreement Amount	Cost Change Amedment No. 1 Amount	Cost Change Amendment No. 2	Revised Total Amount
4D Engineering, LLC 305 North Lake Drive Lexington, SC 29702	Charles Deep, PE (803) 917-2903	MBE SBE Protégé Firm	Civil / Site Work	\$27,275	\$0	\$0	\$0	\$27,275	0.8%	0.0%	0.7%	0.6%
Bufford Goff & Associates 1331 Elmwood Avenue Columbia, SC	Dan Reider, PE (803) 254-6302	SBE Local Firm	HVAC	\$28,180	\$0	\$0	\$0	\$28,180	0.9%	0.0%	0.7%	0.6%
Chao & Associates 7 Clusters Court Columbia, SC 29210	Jimmy Chao, PE (803) 772-8420	MBE SBE Protégé Firm	Surveying Structural	\$50,910	\$0	\$0	\$0	\$50,910	1.6%	0.0%	1.2%	1.1%
Construction Dynamics, Inc 6417 Fairfield Road Columbia, SC 29203	Nate Spells, Sr (803) 754-3395	MBE SBE Protégé Firm	Constructability Review Cost Estimating Construction Observer	\$408,180	\$273,600	\$0	\$0	\$681,780	12.6%	29.0%	16.3%	14.1%
ICA Engineering 501 Huger Street Columbia, SC 29201	David Beaty (803) 254-5800	Non M/F/SBE Local Firm	O&M Manual	\$20,000	\$0	-\$20,000	\$0	\$0	0.6%	0.0%	0.0%	0.0%
Howard Engineering 5 River Ridge Road Marietta, SC 29661	Amy Howard, PE (864) 836-0440	FBE Protégé Firm	Electrical	\$110,910	\$0	\$0	\$0	\$110,910	3.4%	0.0%	2.6%	2.3%
John Bowman Architect, PA 2422 Devine Street Columbia, SC 29205	John Bowman, AIA (803) 799-1084	MBE SBE Protégé Firm	Architectural	\$28,180	\$0	\$0	\$0	\$28,180	0.9%	0.0%	0.7%	0.6%
MR Systems, Inc 8045 Corporate Center Drive Suite 200 Charlotte, NC 28226	Jason Poston (704) 612-0691	Non M/F/SBE	I&C Integrator	\$15,450	\$0	-\$11,050	\$0	\$4,400	0.5%	0.0%	0.1%	0.1%
Terracon 521 Clemson Road Columbia, SC 29229	Kevin Sohrabnia, PE (803) 741-9000	Non M/F/SBE Local Firm	Geotech Investigation Materials Testing	\$47,725	\$0	\$23,295	\$0	\$71,020	1.5%	0.0%	1.7%	1.5%
TOTALS				\$736,810	\$273,600	-\$7,755	\$0	\$1,002,655	22.7%	29.0%	23.9%	20.8%

*Estimated fee; fee may vary based on actual services provided.
Please clearly note the Protégé Firm in the “Group” Column.
Add additional rows as needed.



Metro WWTP Location Map



- Metro WWTP
- City Council District 1
- City Council District 2
- City Council District 3
- City Council District 4



Prepared by Water 2020



We Are Columbia

MEETING DATE: August 17, 2021

DEPARTMENT: Procurement and Contracts

FROM: Sandra Middleton, Purchasing Agent

SUBJECT: Council is asked to approve Amendment #2 to Work Order #2 for Project WM4453 & SS7460 Carolina Crossroads, as requested by Columbia Water. Award to CDM Smith, Inc. in the amount of \$1,405,721.00. This firm is located in Columbia, SC.

REQUISITION NO.: R193196

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: Water and Sewer Capital Projects - Capital Project Costs (5529999-WM445301-658650) \$944,459.91; Water and Sewer Capital Projects - Capital Project Costs (5529999-SS746001-658650) \$461,261.09. The original budget amount was \$1,351,160.00. The budget amount for this amendment is \$1,405,721.00. The total revised budget amount is \$2,756,881.00.

BUSINESS PROGRAM: Mentor Protege Program

CLEAN WATER 2020?: No

FOCUS AREAS: Economic Prosperity - Endless Possibilities, Innovative & High Quality Municipal Services

PURPOSE:

This is a Mentor Protégé Program Project. CDM Smith, Inc. located in Columbia, SC, is the mentor and will provide administration of the project, project management, meetings, and oversight of the protégé firm at 74.50% (\$2,053,839.00) of the total revised contract amount. Civil Engineering Consulting Services, Inc., a Minority Business Enterprise (W) located in Columbia, SC, is the protégé and will provide full-time inspection of the utility relocation construction at 25.50% (\$703,042.00) of the total revised contract amount.

Amendment #2 to Work Order #2 provides a funding increase for design review and construction services for Phase 3 of the Carolina Crossroads project with SCDOT.

Current and Proposed Change and Basis for Payment:

Original Work Order Amount (Purchase Order# P174260):	\$300,000.00
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Work Order Amendment #1 (Cost Increase; 4/14/2020 to 6/30/2024; Purchase Order# P174260):	\$1,051,160.00
Current Contract Amount:	\$1,351,160.00
This Work Order Amendment #2 (Cost Increase; Purchase Order# P174260):	\$1,405,721.00
Revised Contract Amount:	\$2,756,881.00

ATTACHMENTS:

- **#a:** WO#2 Amend#2 CDM WM4453-SS7460 Carolina Crossroads (PDF)
- **#b:** IPA - OBO Change Order_Crossroads Amend 2 (PDF)
- **#c:** Memo_ WM4453-SS7460 Carolina Crossroads Scope Mod Ph 3 (PDF)

**Work Order #2
Work Order Amendment #2**

WM4453 & SS7460 Carolina Crossroads Phase 3
RFQ006-16-17-LRL Agreement for Engineering Services
Utility Relocation and Upgrade Services for Water and Wastewater System Improvements

CDM Smith Incorporated

July 21, 2021

Description of Change: Request change in Work Order #2 for Engineering Services between the City of Columbia (City) and CDM Smith Incorporated (Engineer) with Purchase Order Number P174260 dated October 5, 2018 (Work Order #2) to compensate the Engineer for design review and construction services regarding Phase 3 of the Carolina Crossroads project with SCDOT, as described within the attached hereto.

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

Current and Proposed Change and Basis for Payment:

Original Work Order Amount (Purchase Order# P174260):	\$300,000.00
Work Order Amendment #1 (Cost Increase/Addition; April 14, 2020 to June 30, 2024; Purchase Order# P174260):	\$1,051,160.00
Current Contract Amount:	\$1,351,160.00
This Work Order Amendment #2 (Cost Increase/Addition; Purchase Order# P174260):	\$1,405,721.00
Revised Contract Amount:	\$2,756,881.00

This Change is Acceptable:

Name of Firm

CDM Smith Incorporated

MURRAY W. DODD

Print Name

Murray W. Dodd

Signature

8/04/2021

Date

City of Columbia

Office of the City Manager

Teresa Wilson, City Manager

Signature

Date

Witness

APPROVED AS TO FORM

[Signature]
Legal Department City of Columbia, SC
7/30/2021

**AMENDMENT NO. 2
TO
WORK ORDER NUMBER TWO
FOR PHASE III**

**City of Columbia
CIP # WM4453
CIP # SS7460**

Carolina Crossroads Utility Relocation and Coordination

This Amendment to Work Order, when executed, shall be incorporated in, and become part of the "Agreement for Engineering Services" approved by the City Manager on December 6, 2017 for Professional Services between City of Columbia (CITY), and CDM Smith Inc. (CONSULTANT), hereafter referred to as the Agreement.

The services performed as a part of this Amendment include extending and continuing to provide the Tasks initiated in Work Order Number Two and Amendment No. 1 with additional Tasks necessary for assisting the CITY to meet its obligations associated with Carolina Crossroads (CCR) Phase 3 as described herein. Additional amendments may also be requested to assist the CITY on future CCR Phases 4 and 5.

The original CCR roadway project was redefined by South Carolina Department of Transportation (SCDOT) into several CCR Phases, which will be let by SCDOT as separate Design-Build or Design-Bid-Build projects. Amendment No.1 provided the effort to help the CITY address the relocation of the CITY's water and sewer facilities impacted by the highway work in CCR Phases 1 & 2. This Amendment No.2 is intended to increase the effort to that necessary to assist the CITY with facilities impacted by CCR Phase 3 for which SCDOT will accept bids in 2022 as well as continue planning for future CCR phases. This includes increased effort of the original tasks or those tasks added in Amendment No. 1; no new tasks are added.

The description of the phases of the SCDOT CCR project, according to the most recent (November 2019) information on the SCDOT website, is as follows:

- Carolina Crossroads Phase 1 – Colonial Life Boulevard at I-126 Interchange
- Carolina Crossroads Phase 2 – Broad River Road at I-20 Interchange
- Carolina Crossroads Phase 3 – I-20/26 & I-26/126 System Interchanges, St. Andrews Road at I-26 Interchange, and Bush River Road at I-20 Interchange

- Carolina Crossroads Phase 4 – Harbison Boulevard Interchange & Frontage Roads
- Carolina Crossroads Phase 5 – I-26 Widening

The general location of the project phases is shown on **Figure 1** attached. Our current understanding of the SCDOT roadway project comes from conversations with the SCDOT staff and the information provided by the SCDOT and on the SCDOT website.

The purpose of Phase III of this project is to:

- Provide the specific services needed by the CITY to plan and coordinate the relocations required by CCR Phase 3
- Continue providing coordination with SCDOT in utility coordination and relocation planning for all CCR Phases
- Continue providing planning estimates of the potential impact to the CITY as a result of the Carolina Crossroads project
- Continue to develop and maintain schedules as needed for tasks for proper coordination and delivery between SCDOT and the CITY
- Continue to provide Utility Coordination as needed
- Continue evaluation of Replacement Alternatives, and Prior Rights Assessment Assistance for future CCR Phases as needed

CONSULTANT will also be participating in the CITY's Mentor Protégé Program as part of this Project, utilizing Civil Engineering Consulting Services (CECS) as the Protégé.

SCOPE ADDITION

The following extensions of Tasks 100, 200, 300, 500, 600, 800, 900, and 1000 are required to perform the additional services required for supporting implementation of In-Contract design and construction of water and sewer facilities within CCR Phase 3 and to continue efforts necessary to prepare for future CCR Phases 4 and 5.

Task 100 – Evaluation and Design Phase Administration

Provides for administration of the project including project management, meetings with the CITY, and oversight of the Protégé firm. Changes in the contract require additional effort in administration for the specific efforts required for CCR Phase 3 as well as the continuing efforts necessary to prepare for future CCR Phases 4 and 5. By contract 20% of the total increase in the contract amount must be accounted for in participation of the Protégé firm. The additional work of the Protégé is covered under the other tasks; the effort for negotiations, sub-contract, amendment, and additional administration is included in this task.

Assumptions:

1. *Assume 1,306 hours for Task 100 over the 54-month assumed total duration of CCR Phase 3. Should the project not be completed in the projected 54 months CONSULTANT reserves the right to request more hours.*
2. *Assume one 1-hour client meeting each week throughout CCR Phase 3. The labor hours for these meetings are included in the total hours for Task 100.*

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

Continues in support of continuing efforts necessary to coordinate and plan both for CCR Phase 3 and for future CCR Phases 4 and 5 as detailed in Task 200 of WORK ORDER NUMBER TWO. This Amendment provides for up to 440 additional labor-hours to provide support for the tasks outlined in Task 200 of the original WORK ORDER NUMBER TWO. CONSULTANT reserves the right to seek additional compensation in the event additional effort is requested.

Assumptions:

1. *Assume 440 hours for Task 200. Should additional planning effort be required CONSULTANT reserves the right to request more hours.*

TASK 300 – Survey and Utility Mapping

Continues as needed in support of continuing efforts if necessary to coordinate and plan both for CCR Phase 3 and for future CCR Phases 4 and 5 as detailed in Task 300 of WORK ORDER NUMBER TWO. This Amendment provides for up to 160 additional labor-hours to provide support for the tasks outlined in Task 300 of the original WORK ORDER NUMBER TWO. CONSULTANT reserves the right to seek additional compensation in the event additional support is needed.

This task also includes Outside Direct Costs (ODC) for mileage and Outside Professional costs (OP) associated with CECS, the Protégé firm.

Assumptions:

1. *Assume 160 hours for survey needs under Task 300 and up to \$30,000 for SUE if required. Should additional survey or SUE services required CONSULTANT reserves the right to request more hours and funding.*

TASK 400 – Geotechnical Investigation

No additional work under this task is included in this Amendment.

TASK 500 – Final Design Support

Tasks 501 through 503 are to update documents developed with the CITY for CCR Phases 1 & 2 to be appropriate for CCR Phase 3 of the SCDOT Request for Proposals (RFP) process and the design-build process such as a Design Criteria for Capitol Project Relocations, an update of Standard Material and Construction Specifications, and Qualifications for Engineers and Contractors for performing CITY work. Tasks 504 and 505 are to update the Design Oversight Process developed with the CITY for CCR Phases 1 & 2 to be appropriate for CCR Phase 3 and to implement that process during the relocation design by the design-build team (DBT) for CCR Phase 3. Tasks 510 and 520 are standard CITY coordination tasks generally a part of the standard Task 500 design effort, which are included for coordination through the design effort of the Design Build Team.

501 Update Design Criteria for Capitol Project Relocations

CONSULTANT will assist the CITY to update the Standard Design Criteria for Capital Projects (Design Criteria) developed for CCR Phases 1 & 2 to accommodate CCR Phase 3.

502 Update Material and Construction Specifications

CONSULTANT will assist the CITY to update existing, or create new, Division 2 material and construction specifications for water and sewer installation for the capitol project level design and construction work required in this project.

503 Update Qualifications for Engineers and Contractors

CONSULTANT will assist the CITY to update established lists:

- List of qualifications required for design engineers to be acceptable to the CITY.
- List of qualifications required for contractors to be acceptable to the CITY.

Subtasks 501, 502, and 503 above can together be referred to as “Procurement Support” and includes meeting with SCDOT to answer questions from short-listed design-build teams about CITY requirements, information, and potential relocations.

Assumptions:

1. *Assume 400 hours for Procurement Support (Tasks 501, 502, and 503) during the SCDOT’s procurement period. Should the number of requests from SCDOT require exceeding this number of hours CONSULTANT reserves the right to request more hours.*

504 Update Design Oversight Process

In order to assist the CITY in overseeing relocation designs by the design-build team (DBT) the CONSULTANT will:

- Assist the CITY to update the process developed in Phases 1 and 2 to review, comment on, and ultimately approve design submittals from the DBT.
- Participate with the CITY to negotiate this process with the SCDOT.
- Assist the CITY to implement this process with the SCDOT and oversee its function.

505 Design Oversight of Project Plans

In order to assist the CITY in overseeing relocation designs by the DBT the CONSULTANT will:

- Participate in that review process with the CITY.
- Review submitted designs against CITY Design Criteria, Standard Material and Construction Specifications, and sound engineering practice and provide feedback to the CITY. Thirty facility relocations are estimated.
- Monitor the review process so that the agreed to schedules are maintained.

Subtasks 504 and 505 above can together be referred to as “Design Oversight” and includes only the time required to update the procedure from that used in Phases 1 & 2 and to review and comment on the design submittals at design milestones. Conversations with the SCDOT

and/or their Design-Built Team design consultant to answer questions and discuss relocation designs is included in Task 510.

Assumptions:

1. Assume 8 hours to update the process (Task 504).
2. Assume 66 hours total review time per each set of relocation plans (30% thru 100%) to be designed by the Design-Built Team for CITY facilities (Task 505). Assume up to 20 sets of water and sewer relocation plans will be required for CCR Phase 3. CONSULTANT reserves the right to request more hours should the number of relocations or the complexity of the designs exceed expectations.

510 Roadway Coordination (SCDOT)

- CONSULTANT will meet with CITY, SCDOT, and the DBT to coordinate the design and construction of the facilities to be relocated.
- CONSULTANT, in consultation with the CITY, will request modifications from the SCDOT and DBT if appropriate.
- CONSULTANT will provide to the SCDOT and the DBT information developed in TASK 200.

520 Utility Coordination

- CONSULTANT will participate in utility coordination meetings conducted by the SCDOT and/or the DBT and assist the CITY to resolve conflict issues related to the relocations and other utilities.
- CONSULTANT will assist the CITY in submitting paperwork associated with the SCDOT's utility coordination process, including any reimbursement requests for appropriate relocation costs. CONSULTANT will assist in identifying any costs that may be reimbursable under SCDOT's guidelines.

Subtasks 510 and 520 above can together be referred to as "Coordination" and includes meetings and conversations with the SCDOT or their Design-Built Team design consultant to answer questions discuss relocation designs.

Assumptions:

1. It is assumed that meetings described in Task 510 will occur an average of monthly throughout the 54-month project duration and 2 hours each for the PM and one

Project Engineer will be budgeted; a total of 216 hours. Two additional hours a month for each is also assumed for further non-meeting coordination for an additional 216 hours.

2. *SCDOT has stated that Utility Coordination Meetings will be conducted weekly. These are assumed to be held beginning 7-1-2023 and continuing through end of the water & sewer work on 12-31-2025 (131 meetings). Assume attendance will rotate between the PM and the Project Engineers, with each attending 50% of the meetings. Assume 2 hours per attendee for each UC meeting as described in Task 520. Assume 2 hours per month each for PM and two Project Engineers to submit paperwork and reimbursement requests described in Task 520, for 30 months.*

TASK 600 – Permits and Property

No additional work under this task is included in this Amendment.

TASK 700 – Bidding and Award

Not Used

TASK 800 – Engineering Services During Construction

810 General Administration of Construction Contract

- CONSULTANT will provide general services during construction as described herein. In the performance of its services during the Construction Services, CONSULTANT will not supervise, direct, or have control over Contractor's work, nor will CONSULTANT have authority over or responsibility for the means, methods, techniques, sequences, procedures of construction or safety precautions and programs incident to the work selected by the Contractor, or for any failure of the Contractor's compliance with laws, rules, regulations, ordinances, codes or orders applicable to Contractor.
- Administration of Construction Contract: As part of general administration of the construction contract, CONSULTANT will consult with and advise the CITY and act as its representative during the anticipated 18-month long construction period. CONSULTANT will provide contract administration and general services required for the Project, including:
 - a) As CITY's representative for the duration of the construction contract, all communications to and from the contractor shall go through

CONSULTANT. On behalf of the CITY, CONSULTANT will administer the construction contract, respond to Contractor's correspondence, and issue instructions from the CITY.

- b) CONSULTANT will utilize the SharePoint document control system provided by the CITY. CONSULTANT will maintain a complete document file for the project. Documents to be maintained include, but are not limited to, correspondence, quality control procedures, quality control testing; site inspection records, shop drawing schedule, change orders, scheduling, project meetings, cost and disbursement data, progress reports and other documents pertaining to the construction contract.
- c) Attend a pre-construction meeting and or weekly progress meetings that will address critical schedule requirements, emergency procedures, schedule updates, coordination issues, change orders, quality assurance testing approvals, and any other issues related to completion of the project. CONSULTANT will submit meeting minutes of these meetings to the CITY.

Assumptions:

1. Assume the water and sewer relocation construction period to last 18 months.
2. Assume four hours per week, two each for the PM and a Project Engineer for coordination between the CITY and the Contractor, as described in Task 810, Item a.
3. Assume one hour per week for a Project Engineer to maintain the SharePoint document control system provided by the CITY, as described in Task 810, Item b.
4. Assume one construction meeting each week for the 18-month construction period. Assume attendance will rotate between the PM and the Project Engineers, with each attending 50% of the meetings. Assume 2 hours per attendee for each meeting as described in Task 810, Item c.

820 Submittal & Pay Application Review

- Shop Drawing Review: CONSULTANT will review and approve (or take other appropriate action with respect to) up to 100 shop drawings and up to 20 total samples, the results of tests and inspections, and other data that the Contractor is required to submit for conformance with the design concept of the Project and compliance with the information given in the Contract Documents; and receive and review (for general content as required by the Specifications) maintenance and operating schedules and instructions, guarantees, bonds and certificates of inspection which are to

be assembled by the Contractor in accordance with the Contract Documents, and transmit them to the CITY with written comments.

- **Testing Results:** CONSULTANT will review testing results of test required by contractor for contract compliance and comment on any results that appear to be out of compliance. Ninety compaction test results are estimated.

Assumptions:

1. *As described in Task 820, Shop Drawing Review, it is assumed up to 100 shop drawings and up to 20 total samples, the results of tests and inspections, and other data that the Contractor is required to submit will be reviewed and appropriate action taken. CONSULTANT reserves the right to request more hours should more submittals than stated be received from the Contractor.*
2. *As described in Task 820, Testing Results, it is estimated up to 90 compaction test results will be submitted for review by the CONSULTANT from the Contractor to document compliance. CONSULTANT reserves the right to request more hours should more test results than stated be received from the Contractor.*

830 Change Management

- **Change Orders and Work Directives:** CONSULTANT will seek to assist the CITY with maintaining communication with the SCDOT and the DBT in connection with change orders and work directives to the construction Contractor to reflect minor changes or deletions requested by the DBT Engineer or the DBT Contractor effectively making revisions to Drawings and Specifications occasioned thereby. Upon receipt of a requested change order or work directive, CONSULTANT will review it in detail and then discuss it with the CITY, and, together, will determine the manner in which to proceed with advising the DBT. Larger changes asserted by DBT Contractor and major redesigns requested by the DBT Engineer or DBT Contractor may require additional analyses or evaluation beyond the scope of this Contract. Up to twelve change orders and up to six work change directives are estimated.

Assumptions:

1. *As described in Task 830, Change Management, it is estimated up to 12 change orders and up to 6 work change directives are estimated. Assume 4 hours each per change order and work change directive for the PM and one Project Engineer. CONSULTANT*

reserves the right to request more hours should more orders and directives need to be issued.

840 Completion Monitoring & Documentation

- Quality Assurance Testing: CONSULTANT will assist the CITY with observation of the specified quality assurance testing conducted by the DBT Contractor as required in the CITY's Standard Specifications. Thirty pressure, leakage, air, and vacuum tests are estimated.
- Final Inspections: CONSULTANT will perform the following:
 - o Conduct one walk-through inspection with the Contractor and the CITY to determine if the Project has reached substantial and/or final completion.
 - o Prepare one punch list of work items remaining.
 - o Conduct one final inspection to determine if the work is acceptable, so that CONSULTANT may recommend, in writing, final payment to the Contractor and may give written notice to the CITY and the Contractor that the work is acceptable.

Assumptions:

1. *As described in Task 840, Completion Monitoring & Documentation, it is estimated up to 30 pressure, leakage, air, and vacuum tests are to be observed; assume 4 hours each for one Project Engineer. CONSULTANT reserves the right to request more hours should more test results than stated be received from the Contractor.*
2. *As described in Task 840, Completion Monitoring & Documentation, it is estimated up to 20 walk-through inspections and follow-up inspections will be required; assume 4 hours each per walk-through and three hours each for both the PM and one Project Engineer for each. CONSULTANT reserves the right to request more hours should more final inspections be required.*

850 Periodic Construction Observation

Construction Observation: CONSULTANT's PM and Project Engineers will support the efforts of the fulltime inspector with visits to the site. A maximum of two 2-hour visits per week for a construction period of 18 months (up to 312 labor hours) has

been assumed to be divided between the PM and Project Engineers. CONSULTANT reserves the right to seek additional compensation for time incurred beyond 312 labor-hours. CONSULTANT to observe the progress and quality of the executed work of the DBT Contractor and to determine, in general, if such work is proceeding in accordance with the CITY's Standard Specifications and the approved plans. During CONSULTANT's visits, and on the basis of on-site observations, CONSULTANT will keep the CITY informed of the progress of the work, will endeavor to guard the Client against defects and deficiencies in such work, and may recommend to the CITY disapproval or rejection of work failing to conform to the Contract Documents.

Assumptions:

1. *As described in Task 850, Periodic Construction Observation, it is assumed a maximum of two 2-hour site visits per week will be performed in support of the fulltime inspector. CONSULTANT reserves the right to request more hours should more time on-site be requested by the CITY.*

TASK 900 – Full Time Construction Inspection

CONSULTANT shall furnish a Resident Project Representative ("RPR") to assist CONSULTANT in observing progress and quality of the work of Contractor.

Through more extensive on-site observations of the work in progress and field checks of materials and equipment by the RPR, CONSULTANT shall endeavor to provide further protection for CITY against defects and deficiencies in the work of Contractor. However, CONSULTANT shall not, as a result of such observations of Contractor's work, supervise, direct, or have control over any Constructor's work nor shall CONSULTANT have authority over or responsibility for the means, methods, techniques, sequences or procedures selected by any Constructor, for safety precautions and programs incident to the work of any Constructor, for any failure of any Constructor to comply with laws, rules, regulations, ordinances, codes or orders applicable to performing and furnishing the work, or responsibility of construction for Contractor's failure to furnish and perform the Work in accordance with the Construction Contract Documents.

The duties and responsibilities of the RPR are limited to those of CONSULTANT in CONSULTANT's Agreement with the CITY and in the construction Contract Documents, and are further limited and described as follows:

910 General

RPR is CONSULTANT's agent at the site, will act as directed by and under the supervision of CONSULTANT, and will confer with CONSULTANT regarding RPR's actions. RPR's dealings in matters pertaining to the on-site work shall in general be with CONSULTANT and Contractor, keeping CITY advised as necessary. RPR's dealings with subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with CITY with the knowledge of and under the direction of CONSULTANT. A maximum of 40-hours per week for a construction period of 18-months (a total of 3,120 labor hours) has been assumed. If the construction period exceeds beyond 18-months, an amendment for additional compensation may be necessary. If more than 40-hours per week are required, CONSULTANT may address this by paying the RPR for overtime or by providing additional staff to cover the additional hours; in either event an amendment for additional compensation will be necessary.

920 Duties and Responsibilities of RPR

- o Schedules: Review the progress schedule, schedule of Shop Drawing submittals schedule of values, and other schedules prepared by Contractor and consult with CONSULTANT concerning their acceptability.
- o Conferences and Meetings: Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings (but not Contractor's safety meetings), and as appropriate prepare and circulate copies of minutes thereof.
- o Safety Compliance: Comply with Site safety programs, as they apply to RPR, and if required to do so by such safety programs, receive safety training specifically related to RPR's own personal safety while at the Site.
- o Liaison:
 - Serve as CONSULTANT's liaison with Contractor, working principally through Contractor's superintendent and assist in understanding the intent of the Construction Contract Documents; and assist CONSULTANT in serving as CITY's liaison with Contractor when Contractor's operations affect CITY's on-site operations.
 - Assist in obtaining from CITY additional details or information, when required for proper execution of the Work.
- o Shop Drawings and Samples:
 - Record date of receipt of Shop Drawings and Samples.

- Receive Samples that are furnished at the site by Contractor and notify CONSULTANT of availability of Samples for examination.
 - Advise CONSULTANT and Contractor of the commencement of any Work requiring a Shop Drawing or Sample if the submittal has not been approved by CONSULTANT.
- o Review of Work, Defective Work, Inspections, Tests and Start-ups:
- Report to CONSULTANT whenever RPR believes that any part of the Work is defective under the terms and standards set forth in the Construction Contract Documents and provide recommendations as to whether such Work should be corrected, removed and replaced, or accepted as provided in the Construction Contract Documents.
 - Inform CONSULTANT of any Work that RPR believes is not defective under the terms and standards set forth in the Construction Contract Documents, but is nonetheless not compatible with the design concept of the completed Project as a functioning whole, and provide recommendations to CONSULTANT for addressing such Work.
 - Advise CONSULTANT of that part of the Work that RPR believes should be uncovered for observation, or requires special testing, inspection, or approval.
 - Consult with CONSULTANT in advance of scheduled inspections, tests, and systems start-ups.
 - Verify that tests, equipment and systems start-ups, and operating and maintenance training are conducted in the presence of appropriate personnel, and that Contractor maintains adequate records thereof; and observe, record and report to CONSULTANT appropriate details relative to the test procedures and start-ups.
 - Accompany visiting inspectors representing public or other agencies having jurisdiction over the work, record the results of these inspections and report to CONSULTANT.
- o Interpretation of Contract Documents: Report to CONSULTANT when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by CONSULTANT.

- o Modifications: Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report with RPR's recommendations to CONSULTANT. Transmit to Contractor in writing decisions as issued by CONSULTANT.
- o Records:
 - Maintain at the job site orderly files for correspondence, reports of job conferences, Shop Drawings and Samples, copies of Construction Contract Documents including all Work Change, Addenda, Change Orders, Field Orders, additional Drawings issued subsequent to the execution of the Construction Contract, RFIs, CONSULTANT's clarifications and interpretations of the Contract Documents, progress reports, approved Shop Drawing submittals and other Project-related documents.
 - Prepare a daily report or keep a diary or logbook, recording Contractor's hours on the job site, Subcontractors present at the Site weather conditions, data relative to questions of Work Change Directives, Change Orders or changed conditions, list of job site visitors, deliveries of equipment or materials, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to CONSULTANT.
 - Record names, addresses, e-mail addresses, websites and telephone numbers of all Contractors, Subcontractors and major suppliers of materials and equipment.
- o Reports:
 - Furnish to CONSULTANT periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.
 - Consult with CONSULTANT in advance of scheduled major tests, inspections or start of important phases of the Work.
 - Draft proposed Change Orders and Work Change Directives, obtaining backup material from Contractor and recommend to CONSULTANT Change Orders, Work Change Directives, and Field Orders.

- Report immediately to CONSULTANT and CITY the occurrence of any accident.
- o Payment Requests: Review Applications for Payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to CONSULTANT, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the site but not incorporated in the Work.
- o Certificates, Maintenance and Operation Manuals: During the course of the Work, verify that certificates, maintenance and operation manuals and other data required to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have this material delivered to CONSULTANT for review and forwarding to CITY prior to final payment for the Work.
- o Completion:
 - Before CONSULTANT issues a Certificate of Substantial Completion, submit to Contractor a list of observed items requiring completion or correction.
 - Observe whether Contractor has had performed inspections required by laws, rules, regulations, ordinances, codes, or orders applicable to the work, including but not limited to those to be performed by public agencies having jurisdiction over the work.
 - Conduct a final inspection in the company of CONSULTANT, CITY and Contractor and prepare a final list of items to be completed or corrected.
 - Observe whether all items on final list have been completed or corrected and make recommendations to CONSULTANT concerning acceptance and issuance of the Notice of Acceptability of the Work.

930 Limitations of Authority by RPR

- o Resident Project Representative:
 - Shall not authorize any deviation from the Construction Contract Documents or substitution of materials or equipment (including "or-equal" items).

- Shall not exceed limitations of CONSULTANT's authority as set forth in the Agreement or the Contract Documents.
- Shall not undertake any of the responsibilities of Contractor, Subcontractors, Suppliers, or any Constructor.
- Shall not advise on, issue directions relative to or assume control over any aspect of the means, methods, techniques, sequences, or procedures of construction unless such advice or directions are specifically required by the Contract Documents.
- Shall not advise on, issue directions regarding or assume control over safety precautions and programs in connection with the Work.
- Shall not accept Shop Drawing or Sample submittals from anyone other than Contractor.
- Shall not authorize CITY to occupy the Project in whole or in part.
- Shall not participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by CONSULTANT.

This task also includes Outside Direct Cost (ODC) associated with CECS, the Protégé firm.

Assumptions:

1. *It is assumed the RPR will be provided by CECS; the CONSULTANT's Protégé firm. The Outside Professional costs assumed for this service are provided by CECS and assume a 40-hour per week full time RPR to be employed for 18 months in years 2024 and 2025. These costs are being assumed in 2021 at the time the CONTRACT AMENDMENT NO. 2 with the best information available at this time on what the costs are expected to be in those years. CONSULTANT reserves the right to seek additional compensation in the event salary needs and expenses at the time the RPR is employed exceed these assumptions.*

TASK 1000 – Project Closeout

1010 Record Drawings

Not Used. Record drawings will be the responsibility of the DB Team engineer.

1020 Punch List and Final Inspection

1. See Task 840 of this Authorization.

1030 O&M Submittals

2. At the conclusion of the Project, CONSULTANT will receive, review, and transmit to the CITY with written comments the guarantees, Bonds, and certificates that are required by the Contract Documents and provided by the Contractor. Up to 30 hours are estimated.

Assumptions:

1. *As described in Task 1030, O&M Submittals, it is assumed a maximum of 30 submittals will be received with an average of 2-hours each to review, comment and transmit to the CITY. CONSULTANT reserves the right to request more hours should more submittals be submitted by the Contractor.*

1040 Digital Information Submittals

Not Used. Record drawings will be the responsibility of the DB Team engineer.

1050 Final Notice of Acceptability of the Work

- a. Based upon periodic observation, observation during a final walk through of the project site, and construction records the CONSULTANT will provide written notice to the CITY when the CONSULTANT deems the work to be complete and acceptable.

Assumptions:

1. *As described in Task 1050, Final Notice of Acceptability of the Work, it is assumed that 1 hour will be required to produce the notice for each relocation and 20 relocations are assumed for CCR Phase 3. CONSULTANT reserves the right to request more hours should the number of relocations exceed expectations.*

1060 SCDHEC Permits to Operate

Not Used. SCDHEC permits will be the responsibility of the DB Team engineer.

TASK 1100 – Additional Services

Not Used

FIGURE 1 - LOCATION MAP

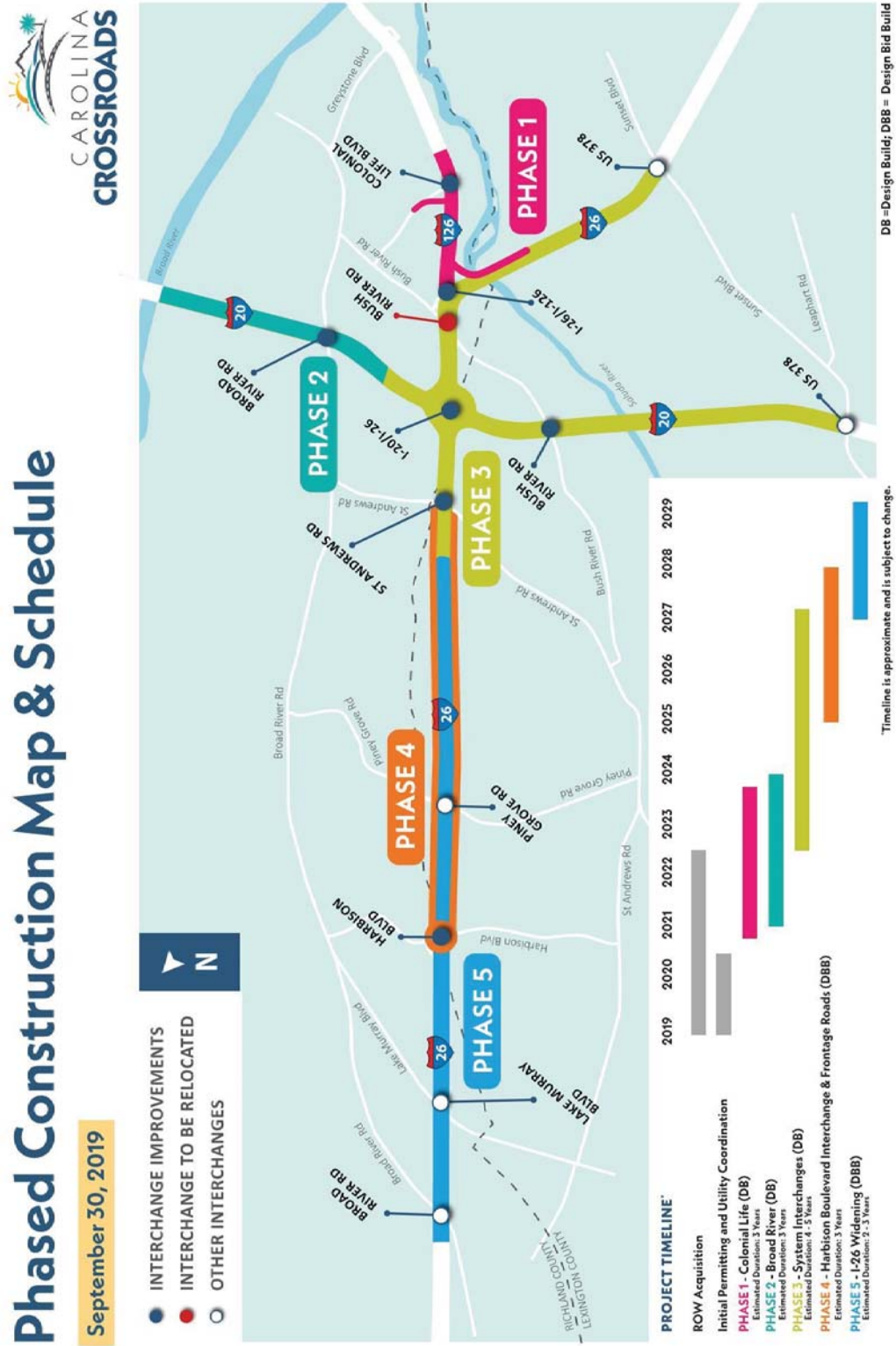


EXHIBIT B**COMPENSATION AND PAYMENT**

City of Columbia
CIP # WM4453/SS7460
Carolina Crossroads Utility Relocation and Coordination
Phase III

The total Not-to-Exceed fee for services provided under Tasks 100 through 1000 as outlined in this Amendment No. 2, is \$1,405,721.00. The time & material Tasks 100 through 1000 will be invoiced monthly based on time incurred and the billing rates in the contract plus subconsultant and direct costs. The Not-to-Exceed amount are summarized in the chart below. Please see attached Hourly Rate Sheet. Adjustments to billing rates and categories for staff will be adjusted annually as appropriate with approval of CITY.

An estimated breakdown of the task value is shown in the following table (please see the project schedule to understand the duration and intent of the hourly fee). The total hours, billing rates, and distribution shown above are for planning purposes only and are not intended to be used for invoicing purposes. The CONSULTANT may reallocate actual hours worked between the various tasks and labor categories based on available staff mix, project schedules, and project scope between tasks as long as the overall amount is not exceeded.:

Scope of Work		Water, CIP # WM4453			Sewer, CIP # SS7460		
Task	Description	Hours	Subconsultants	Total	Hours	Subconsultants	Total
Task 100	Eval & Design Phase Admin (Hourly)	903	TBD	\$137,634	451	TBD	\$68,806
Task 200	Prelim Plan, Engr & Alt Anal (Hourly)	293	TBD	\$46,869	147	TBD	\$23,431
Task 300	Survey and Utility Mapping (Hourly)	107	\$21,001	\$37,015	53	\$10,499	\$18,505
Task 400	Geotechnical Investigation (Hourly)	TBD	TBD	TBD	TBD	TBD	TBD

Task 500	Final Design Support (Hourly)	1,822	TBD	\$279,231	911	TBD	\$139,594
Task 600	Permits and Property (Hourly)	TBD	TBD	TBD	TBD	TBD	TBD
Task 700	Not Used	N/A	N/A	N/A	N/A	N/A	N/A
Task 800	Engr Serv During Construct (Hourly)	1,107	TBD	\$158,492	553	TBD	\$79,234
Task 900	Full Time Const Inspection (Hourly)	0	\$267,553	\$268,553	0	\$133,757	\$134,257
Task 1000	Project Closeout (Hourly)	60	TBD	\$9,400	30	TBD	\$4,700
Task 1100	Not Used	N/A	N/A	N/A	N/A	N/A	N/A
Task 1200	PER for P.S. Relocation (Lump Sum)	N/A	N/A	N/A	N/A	N/A	N/A
Task 1300	Survey/Map for P.S. Relocation (Lump Sum)	N/A	N/A	N/A	N/A	N/A	N/A
Task 1400	Geotech Invest P.S. Relocation (Lump Sum)	N/A	N/A	N/A	N/A	N/A	N/A
	Total of Contract Amendment 2	4,292	\$288,554	\$937,194	2,145	\$144,256	\$468,527
	% of Contract to Subconsultants		30.79%			30.79%	
	% of Contract to Protégé		30.79%			30.79%	

The Engineer's minimum requirement for Subconsultant and/or Protégé Participation is 20%.

5% Markup on Subcontracts

Total of Contract Amendment No. 2 Work Order 2 for CCR Phase III	
Time & Materials Total	\$1,405,721
Total Not-to-Exceed Amount this Amendment	\$1,405,721
Total Not-to-Exceed Amount of Total Amended WORK ORDER NUMBER TWO	\$2,756,881

Hourly Rate Sheet

Officer	\$230
Principal / Associate	\$215
Senior Professional	\$190
Professional IV	\$175
Professional III	\$165
Professional II	\$150
Professional I	\$125
Senior Support Services	\$135
Designer	\$105
Senior Resident Project Representative	\$135
Resident Project Representative	\$95
GIS Specialist	\$100
Project Administration	\$95
Intern	\$50

OBO MPP Change Order/Amendment Implementation Plan Addendum

In Accordance with MPP Guidelines Change Orders/Amendments: If any change order/amendment is required on a MPP project the protégé must be notified prior to the request for approval and given the opportunity to provide services. In addition, the MPP minimum percentage must be maintained, where appropriate, throughout the duration of the project.

OBO Verification	Contract/Change Order Amount	Mentor Amount	Mentor Percentage	Protégé Amount	Protégé Percentage
Original Contract:	\$ 300,000.00	\$ 240,000.00	80.0%	\$ 60,000.00	20.0%
CO# 1:	\$ 1,051,160.00	\$ 840,928.00	80.0%	\$ 210,232.00	20.0%
CO# 2:	\$ 1,405,721.00	\$ 972,911.00	69.2%	\$ 432,810.00	30.8%
CO# _____:	\$ 0	\$ 0	0.0%	\$ 0	0.0%
CO# _____:	\$ 0	\$ 0	0.0%	\$ 0	0.0%
CO# _____:	\$ 0	\$ 0	0.0%	\$ 0	0.0%
CO# _____:	\$ 0	\$ 0	0.0%	\$ 0	0.0%
This Change Order: (Increase)	\$ 1,405,721.00	\$ 972,911.00	69.2%	\$ 432,810.00	30.8%
Revised Contract:	\$ 2,756,881.00	\$ 2,053,839.00	74.5%	\$ 703,042.00	25.5%

MPP Project #/Name: Carolina Crossroads Utility Relocation & Coordination **Change Order #:** 02 (Ex: 01, 02)

Change Order/Amendment Amount: \$ 1,405,721.00

Amendment Justification: Provided Below; or Attach (*Justification must include a statement as to why the services could not be completed under the current timeframe or approved funding*): ☒ Yes ☐ No

Amendment 2 funds Phase 3 of this effort which continues to implement the planning that took place in Phase 1, the original Work Order. Phase 1 was for planning only and it was always known that there would be amendments for additional phases once the details of the work had been developed.

Change Order/Amendment Type:

1. ☐ **Time Extension – New End Date:** _____ (Please sign & return form if no cost)
2. ☒ **Funding Increase – Amount** (Please continue on to questions 3 A & B below)

A. Will protégé be performing any work within this change order? ☒ Yes ☐ No (If no, skip to B)

- **Amount of Change Order/Amendment to be received by the protégé:** \$ 432,810.00
- **Please indicate the services the protégé will be providing for this change order/amendment (in box below):**

Protégé will be responsible for providing full time inspection of the utility relocation construction within the SCDOT CCR Phase 3 construction. Protégé may also contract with other firms to provide subcontractor services and oversee the work of these other subcontractors. Protégé may also perform subsurface utility exploration (SUE) services to identify and locate existing utilities. Protégé will be engaged to participate in regular meetings

B. If Protégé will not be providing any services on this change order/amendment, please indicate why in the box below:

4. Revised scope of work

This is an extension of the existing scope.

By signing below, all parties agree to the information submitted in this document. Additionally, the protégé also agrees that they have received notification of the referenced change order/amendment for this project and were given the opportunity to provide services.

EXECUTED by Murray W. Dodd (Mentor Firm) this 7th day of June 2021.

By: Murray W. Dodd

Title: Client Service Leader

Firm Name: CDM Smith, Inc.

EXECUTED by Cathy Raad (CECS) (Protégé Firm) this 4 day of June 2021.

By: Cathy Raad

Title: President

Firm Name: Civil Engineering Consulting Services, Inc.

OBO Statement for the change order/amendment:

OBO has reviewed this funding increase and revised scope of work contract amendment. The original project contract amount was \$300,000.00. The original amount received by the protégé was \$60,000.00 or 20% of the original contract amount. The revised project contract amount to include, previous amendments and current amendment is \$2,756,881.00. The protégé will receive \$703,042.00 or 25.5% of the revised total contract amount.

RECOMMENDED FOR APPROVAL: EXECUTED by the Office of Business of Opportunities, Compliance Division on this
25 day of June, 2021.

By: Latonya Germany

Title: Program Compliance Specialist

*This information is only required if the amendment is greater than \$50,000, and the amendment must be approved by the City Council.



We Are Columbia

MEETING DATE: August 17, 2021

DEPARTMENT: Legal Department

FROM: *Shari Ardis, Legal Office Manager*

SUBJECT: Ordinance No.: 2021-066 Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 2, Administration, Article II, Mayor, Council and City Manager, Division 2, Council Meetings, Sec. 2-59 Council committees and special committees

**FUNDING SOURCE &
ORIGINAL BUDGET:**

PURPOSE:

First reading was given on August 3, 2021.

ATTACHMENTS:

- **#a:** 2021-066 amend Sec. 2-59 Council committees and special committees (PDF)

HISTORY:

08/03/21

Columbia City Council

APPROVED ON FIRST READING.

ORDINANCE NO.: 2021-066

Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 2, Administration, Article II, Mayor, Council and City Manager, Division 2, Council Meetings, Sec. 2-59 Council committees and special committees

BE IT ORDAINED by the Mayor and Council this ____ day of _____, 2021, that the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 2, Administration, Article II, Mayor, Council and City Manager, Division 2, Council Meetings, Sec. 2-59 Council committees and special committees is amended to read as follows:

Sec. 2-59. Council committees and special committees.

- (a) City council shall establish and use committees to expedite policy making and legislative functions by equally distributing the responsibilities and work load among members of council. Council members may participate in committee meetings remotely, in accordance with the procedures set forth in section 2-61, but will not be counted for purposes of a quorum.
- (b) Council committee assignments shall be made by choice of the council members beginning with the most senior member and concluding with the most junior member until each committee consists of three members of the council. The budget and finance committee shall be a committee of the whole.
- (c) Council may appoint a special committee to advise and make recommendations to the city's management team, the mayor, and city council on a variety of programs and issues.
- (d) Special committees may conduct meetings remotely. All meetings of special committees shall be open to the public. Minutes or reports by special committees shall be filed with the city clerk as public records.**

Requested by:

Mayor and City Council

Mayor

Approved by:

City Manager

Approved as to form:

T.A. Knox

City Attorney

ATTEST:

City Clerk

Introduced:
Final Reading:



We Are Columbia

MEETING DATE: August 17, 2021

DEPARTMENT: Planning and Development Services

FROM: *Krista Hampton, Director*

SUBJECT: ANNEXATION, COMPREHENSIVE PLAN MAP AMENDMENT, AND ZONING MAP AMENDMENT for 80-acre portion, N/S Percival Road – 4621, 4635, 4651, and 4655 Percival Road; TMS# 25600-03-04(p)

FUNDING SOURCE & ORIGINAL BUDGET:

CLEAN WATER 2020?: No

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

PURPOSE:

Ordinance No.: 2021-036 Annexing and Incorporating an 80-acre portion N/S Percival Road known as 4621 Percival Road, 4635 Percival Road, 4651 Percival Road and 4655 Percival Road, Richland County TMS# 25600-03-04(p) into Columbia Compass: Envision 2036 adopted by Ordinance No.: 2020-028 on August 4, 2020

Council District: 4

Proposal: Request to annex, assign land use classification of Urban Edge Residential Small Lot (UER-1) and assign zoning of General Residential District (RG-1), a portion within the Flood Protective Overlay (-FP) at the time of annexation. The property is currently classified as Neighborhood (Medium Density) and zoned M-1 by Richland County.

Applicant: C. Ray Miles / HVP3 Development, LLC

Staff Recommendation: Approval

PC Recommendation: 04/05/2021; Approval (8-0)

First reading approval was given on May 18, 2021.

ATTACHMENTS:

- **#a:** 2021-036 annex and incorporate 80 acre portion N S Percival Road(PDF)

- #b: ANNEX-2021-0006_80acNSPercivalRd (PDF)

HISTORY:

05/18/21

Columbia City Council

APPROVED ON FIRST READING.

ORDINANCE NO.: 2021-036

Annexing and Incorporating an 80-acre portion N/S Percival Road known as 4621 Percival Road, 4635 Percival Road, 4651 Percival Road and 4655 Percival Road, Richland County TMS# 25600-03-04(p) into Columbia Compass: Envision 2036 adopted by Ordinance No.: 2020-028 on August 4, 2020

WHEREAS, a proper petition has been filed with the City Council by one hundred (100%) percent of the property owners of the within described property under the provisions of South Carolina Ann. Sec. 5-3-150; and,

WHEREAS, it appears to City Council that the annexation of the property would be in the best interest of the property owners and the City of Columbia; and,

WHEREAS, City Council adopted Columbia Compass: Envision 2036 as the City of Columbia Comprehensive Plan by Ordinance No.: 2020-028 adopting Columbia Compass: Envision 2036 along with all the maps and policies contained therein, and amended from time to time, in accordance with the South Carolina Comprehensive Planning Act of 1994 (Title 6, Chapter 29 of the SC Code); NOW, THEREFORE,

BE IT ORDAINED by the Mayor and City Council of the City of Columbia, South Carolina, this ____ day of _____, 2021, that the property described herein is hereby annexed to, incorporated into Columbia Compass: Envision 2036 adopted by Ordinance No.: 2020-028 on August 4, 2020, and becomes a part of the City of Columbia Urban Edge Residential effective immediately. This property shall be assigned a future land use classification Small Lot (UER-1), zoned General Residential District (RG-1), a portion within the Flood Protective Overlay (-FP), apportioned to City Council District 4, Census Tract 114.14 and contains 80 acres.

PROPERTY DESCRIPTION: See Attached Exhibit "A"

Richland County TMS NO.: 25600-03-04(p)

Also included in the territory hereby annexed are all contiguous portions of all public rights of way, streets and highways.

Requested by:

Assistant City Manager Gentry _____

Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:



Senior Assistant City Attorney

City Clerk

Introduced:
Final Reading:

EXHIBIT "A"
PROPERTY DESCRIPTION
ORDINANCE NO.: 2021-036

All that certain piece, parcel or lot of land with improvements thereon situate, lying and being near the City of Columbia, in the County of Richland, State of South Carolina, an 80-acre portion of Richland County TMS# 25600-03-04 as shown on a Plat prepared for HVP3 Development, LLC by Belter & Associates, Inc., dated March 10, 2021. Said parcel having such boundaries and measurements as are shown on said exhibit.

MEMORANDUM

Office of the City Manager

TO: Department Heads

FROM: Teresa Wilson, City Manager

DATE: March 18, 2021

RE: **Property Address:** 80 acres N/S Percival Road – 4621, 4635, 4651, and 4655 Percival Road
Richland County TMS#: 25600-03-04 (portion)
Owner(s): C. Ray Miles / HVP3 Development, LLC
Current Use: Commercial/Largely undeveloped
Proposed Use: Residential
Current County Land Use: Neighborhood (Medium Density)
Proposed City Land Use: Urban Edge Residential Small Lot (UER-1)
Current County Zoning: Light Industrial (M-1)
Proposed City Zoning: General Residential (RG-1), a portion within the Flood Protective (-FP) overlay
Reason for Annexation: Municipal Services; Donut Hole - Secondary
City Council District: 4
Census Tract: 114.14

The Planning & Development Services advises that the above referenced property has been offered for annexation. Attached, please find a map or drawing reflecting the property. You are directed to forward your comments and/or recommendations regarding the issue of whether to annex or not to Planning & Development Services. Planning & Development Services will compile your comments for City Council consideration.

Planning & Development Services staff will see to it that this matter is placed on the **April 5, 2021** Planning Commission agenda. Planning & Development Services staff will notify the City Attorney of the Planning Commission's zoning recommendation by forwarding a copy of this form, completed, as soon as the Planning Commission has met.

/atl

Attachments

cc:

Clint Shealy, Assistant City Manager
 Jeff Palen, Assistant City Manager/CFO
 Dana Higgins, Director, Engineering
 Joseph Jacob, Director, Utility Operations
 Robert Anderson, Public Works Director
 Krista Hampton, Planning & Development Services
 Lakesha Shannon, Business License Administrator
 Greg Williams, Business Liaison
 Tiffany Latimer, Customer Care Administrator
 Jerry Thompson, Building Official
 Michelle Brazell, Engineering
 Police Planning & Research
 Alfreda Tindal, Richland Co. 911 Addressing Coordinator

Missy Gentry, Assistant City Manager
 Henry M. Simons, Assistant City Manager
 Teresa Knox, City Attorney
 William Holbrook, Police Chief
 Aubrey Jenkins, Fire Chief
 Jan Alonso, Finance Director
 Gloria Saaed, Community Development Director
 George Adams, Fire Marshal
 Rachel Bailey, Zoning Administrator
 Jacquelyn Richburg, Columbia-Richland 911
 David Hatcher, Housing Official
 Richland County Solid Waste Collection
 Lucinda Statler, Interim Planning Administrator
 Tori Salvant, Dev. Center Administrator

Planning Commission Land Use Recommendation: UER-1 (Land Use classification) by 8-0
 on 4/5/21 (mm/dd/yyyy).

Planning Commission Zoning Recommendation: RG-1, RG-1-FP (Zoning classification) by 8-0
 on 4/5/21 (mm/dd/yyyy).


 (Signature of Annexation Coordinator)



Future Land Use Map

Department of Planning &
Development Services

80 acre portion of N/S Percival Road, TMS# 25600-03-04(p)
Existing Rich. Co. FLU: Neighborhood (Medium Density), Proposed FLU: UER-1

27.a

Legend

CITY LIMITS

PARCELS

Percival Road, Colonels Creek

UCMR-1 - Urban Core Mixed Residential - 1

UCMR-2 - Urban Core Mixed Residential - 2

UCMR-3 - Urban Core Mixed Residential - 3

UEMR - Urban Edge Mixed Residential

UCMF - Urban Core Multi-family

UEMF - Urban Edge Multi-family

UCR-1 - Urban Core Residential Small Lot

UCR-2 - Urban Core Residential Large Lot

UER-1 - Urban Edge Residential Small Lot

UER-2 - Urban Edge Residential Large Lot

UCAC-1 - Urban Core Neighborhood Activity Center

UCAC-2 - Urban Core Community Activity Center

UCAC-3 - Urban Core Regional Activity Center

UEAC-1 - Urban Edge Community Activity Center

UEAC-2 - Urban Edge Regional Activity Center

AC-1 - Neighborhood Activity Corridor

AC-2 - Community Activity Corridor

AC-3 - Regional Activity Corridor

EC - Employment Campus

IND - Industrial

TU - Transportation & Utilities

SIA - Sports/Amusement

CI - Civic/Institutional

CBA - Central Business Area

ZOO - Riverbanks Zoo & Garden

UC - Universities/Colleges

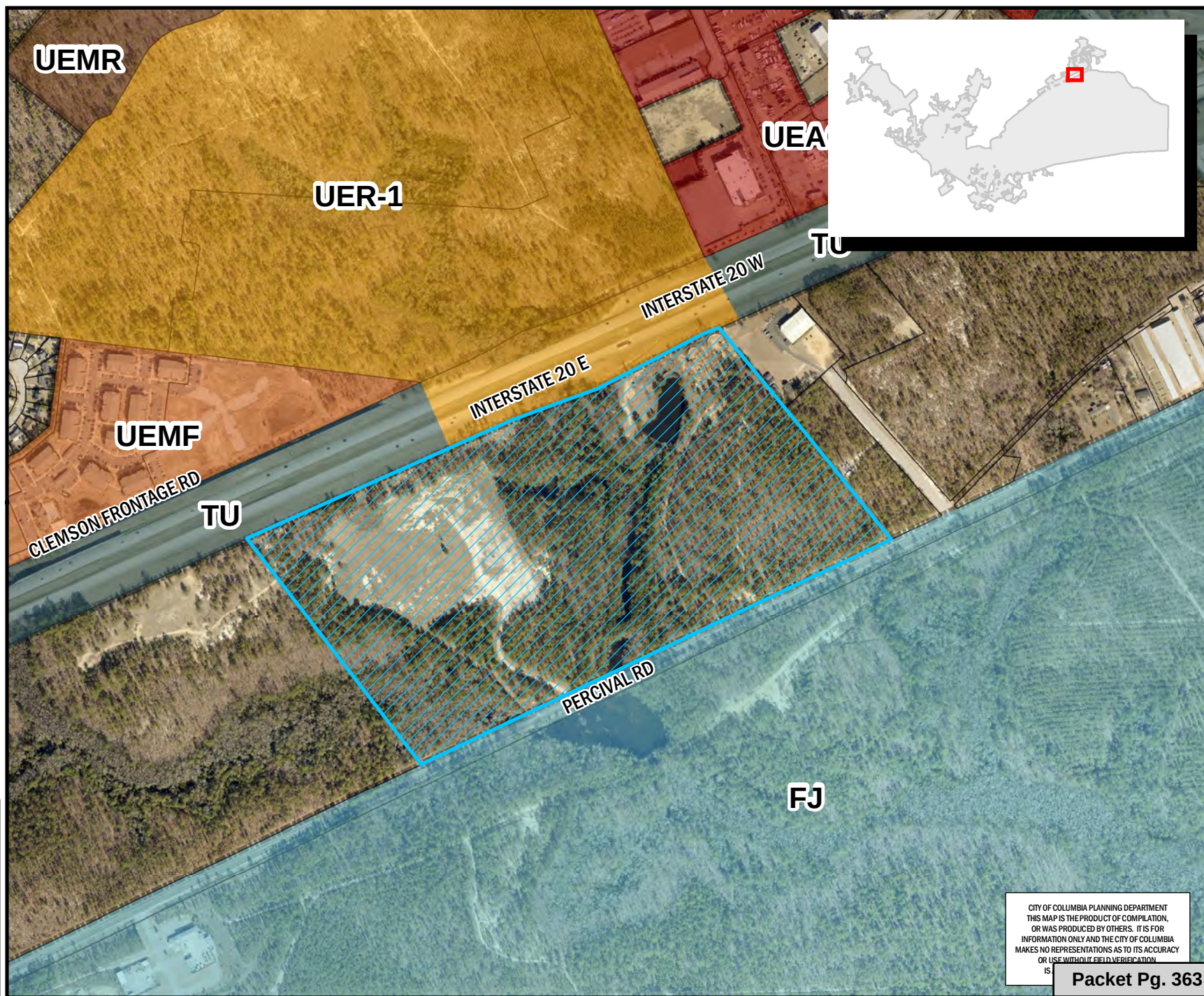
FJ - Fort Jackson

T/S - Transitional/Sensitive Lands

N

0 165 330 660 Feet

ORIGINAL PREPARATION/DATE:
This map was prepared by:
Shane Shaughnessy
Date: 3/12/2021



CITY OF COLUMBIA PLANNING DEPARTMENT
THIS MAP IS THE PRODUCT OF COMPILATION,
OR WAS PRODUCED BY OTHERS. IT IS FOR
INFORMATION ONLY AND THE CITY OF COLUMBIA
MAKES NO REPRESENTATIONS AS TO ITS ACCURACY
OR USE WITHOUT FIELD VERIFICATION.

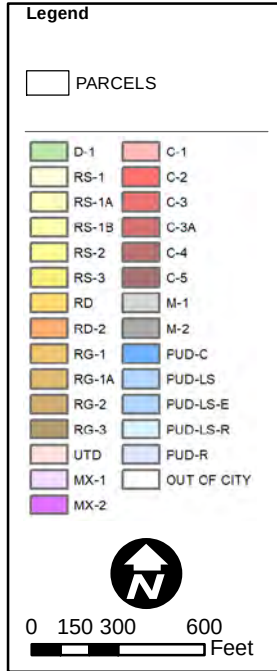
Packet Pg. 363

** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION

Zoning Map

Department of Planning &
Development Services

80 acre portion, N/S Percival Road, TMS# 25600-03 27.a
Current Rich. Co. Zoning: M-1, Proposed Zoning: RG-1, -FP



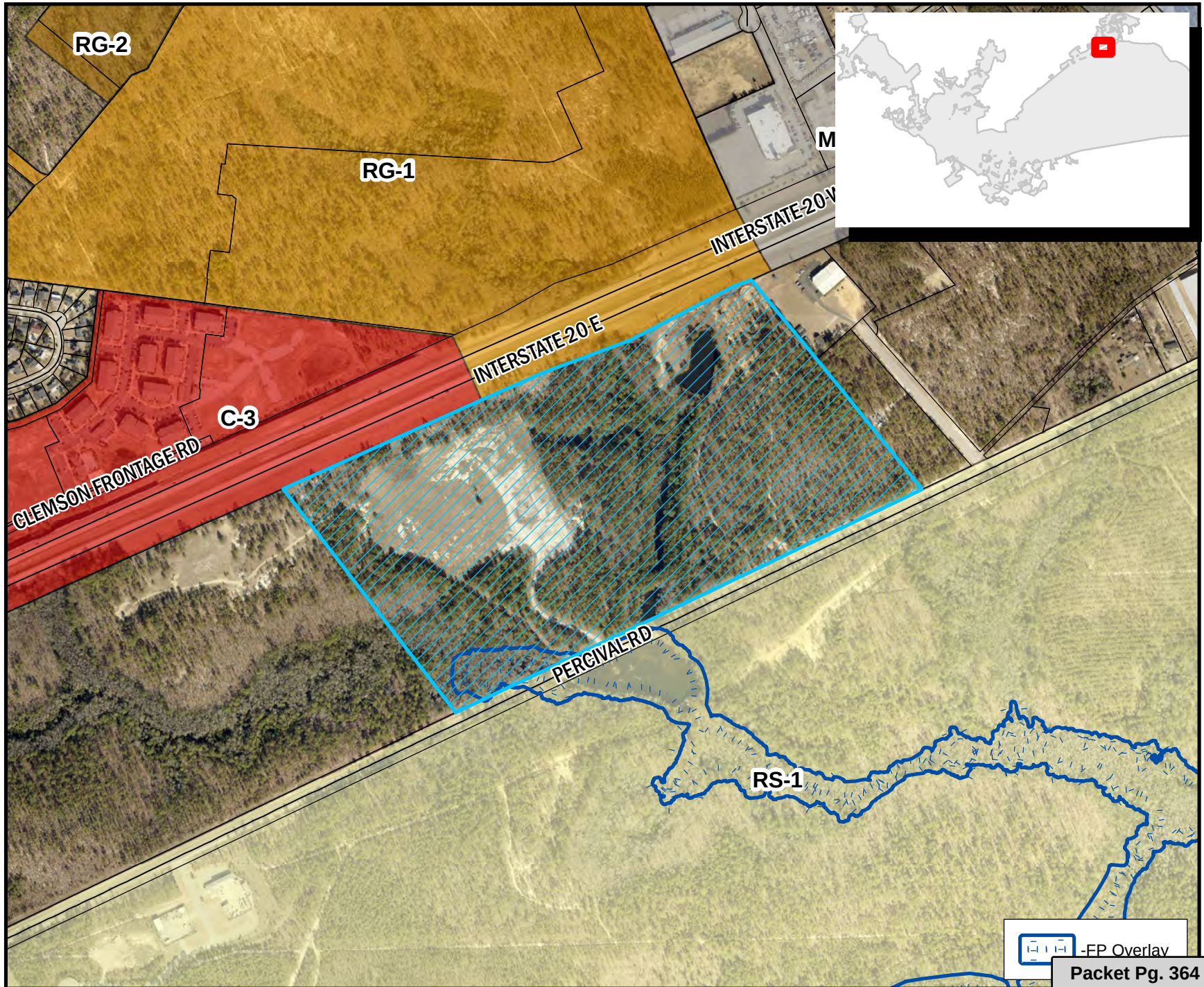
ORIGINAL PREPARATION/DATE:
This map was prepared by:

Shane Shaughnessy
March 12, 2021

DISCLAIMER:
The City of Columbia Department of Planning and Development Services data represented on this map or plan is the product of compilation, as produced by others. It is provided for informational purposes only and the City of Columbia makes no representation as to its accuracy. Its use without field verification is at the sole risk of the user.



We Are Columbia



Packet Pg. 364

** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION

STATE OF SOUTH CAROLINA)
)
 COUNTY OF RICHLAND) PETITION FOR ANNEXATION

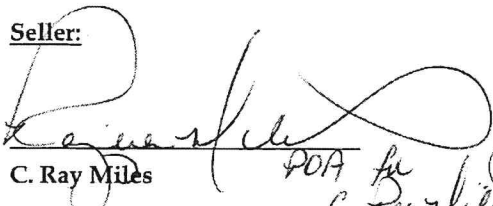
The undersigned, being the owner(s) of the property described below hereby petition(s) the Mayor and City Council for annexation to the City of Columbia, South Carolina pursuant to S.C. Code Ann. Section 5-3-150, 1976, as amended.

Property Description: All that certain piece, parcel or lot of land with improvements thereon situate, lying and being near the City of Columbia, in the County of Richland, State of South Carolina, an 80-acre portion of Richland County TMS# 25600-03-04 as shown on a Plat prepared for HVP3 Development, LLC by Belter & Associates, Inc., dated March 10, 2021. Said parcel having such boundaries and measurements as are shown on said exhibit.

Richland County TMS: 25600-03-04 (portion)

Property Addresses: 80 acres N/S Percival Road - 4621 Percival Road, 4635 Percival Road, 4651 Percival Road, 4655 Percival Road

Seller:


 C. Ray Miles POA for C. Ray Miles Date: 3-23-21

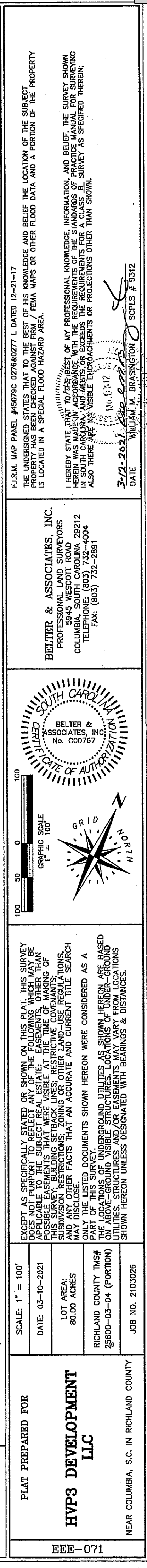
Buyer:

HVP3 Development, LLC


 Harold V. Pickrel III

Date: 3-26-21

ITS: Owner





CITY COUNCIL

May 18, 2021 at 2:00pm

Virtual Meeting Using Video Conferencing Technology, Columbia, SC

ANNEXATION, COMPREHENSIVE PLAN MAP AMENDMENT, AND ZONING MAP AMENDMENT CASE SUMMARY

**80-acre portion, N/S Percival Road – 4621, 4635, 4651, and 4655 Percival Road;
TMS# 25600-03-04(p)**

Council District:	4
Proposal:	Request to annex, assign land use classification of Urban Edge Residential Small Lot (UER-1) and assign zoning of General Residential District (RG-1), a portion within the Flood Protective Overlay (-FP) at the time of annexation. The property is currently classified as Neighborhood (Medium Density) and zoned M-1 by Richland County.
Applicant:	C. Ray Miles / HVP3 Development, LLC
Staff Recommendation:	Approval
PC Recommendation:	04/05/2021; Approval (8-0)
ZPH, 1 st Reading:	05/18/2021; Pending
2 nd Reading:	06/01/2021; Pending

CURRENT PARCEL CHARACTERISTICS/CONDITIONS

Acreage: 80 acres
Current Use: Commercial/Largely undeveloped
Proposed Use: Residential
Reason for Annexation: Municipal Services
Urban Service Area: Donut Hole-Secondary
Current County Land Use Classification: Neighborhood (Medium Density)
Proposed City Land Use Classification: Urban Edge Residential Small Lot (UER-1)
Current County Zoning: Light Industrial (M-1)
Proposed City Zoning: General Residential District (RG-1), a portion within the Flood Protective Overlay (-FP)
Census Tract: 114.14

DETERMINATION FOR CITY SERVICES

The following determination is an estimate of the benefits and costs associated with the annexation of the subject property:

Police

CPD does not object to this annexation. As with most annexations, we find that the proposed annexation will result in an increased number of calls for service. For the proposed 298 single-family residential lots, the estimated cost to serve would be **approximately \$53,000 per year** at full build-out, based on calls to similar nearby properties within the City limits.

Fire

The proposed annexation will not result in additional costs or impact services being provided by this department. Annexation would lower the ISO rating of this property to a Class 1 from a Class 2.

Solid Waste

With the recent explosion of residential development in the City's northeast, the Solid Waste Division will need additional equipment and personnel to continue to provide our standard of service. We are currently adjusting our routes to balance out the growth, but there will soon be a tipping point. The cost associated with solid waste service is **approximately \$216 annually** per household.

Engineering

Water is not currently available to this property however 12" mains exist approximately 3,500 feet down Percival Road to the west and across I-20 to the north. The property is not within the City of Columbia's sanitary sewer service area.

Water Customer Care

Any proposed development on the annexed property would result in **new customers**, who will pay water rates approximately **40% lower** than out-of-city customers.

Planning & Development Services

We recommend approval of the annexation of this residential tract. The property is located within a designated Secondary Donut Hole in the Urban Service Area plan. A proposed 298-lot single-family subdivision has been proposed for the site, and at full build-out, the estimated real estate tax revenue generated for the City would be **approximately \$223,000 per year**.

* Estimated City Tax Revenue is based on **2020 millage** for real property and calculated as: $((\text{Taxable Value} \times \text{Tax Rate}) \times \text{City Millage Rate } (.0938))$. The actual additional taxes paid by the property owner will generally be substantially lower as some millage items do not apply to in-City properties, and an increased Local Option Sales Tax credit factor applies to in-City properties (an additional .002020 for the 2020 tax year).

PLANS, POLICIES, AND LAND USE

Urban Service Area

Subject property is in a "Donut Hole-Secondary" as identified in the Urban Service Area Map

Principles and Goals of the Urban Service Area

The Urban Service Area identifies those areas the City of Columbia wishes to provide with urban services. Primary emphasis will be given to annexing developed areas adjoining the City limits and "islands" of unincorporated territory surrounded by the City. Primary, secondary, and long-range annexation priorities for specific areas may be identified. Secondary areas may include higher value properties which assist the City in achieving a more balanced economic base.

Donut Holes - Secondary are the donut holes where the ability to provide all services and/or the condition of existing infrastructure may not be at optimal levels for annexation at this time. For example, it may be that the storm drainage and/or road system is substandard or that the area is in an overburdened service area.

Annexation within an area classified as *Donut Hole - Secondary* should be considered, but an assessment of the impact on the City's revenue and ability to serve the property/area in question is needed. In areas lacking infrastructure or serviceability, the City should work towards improving these conditions in collaboration with the communities, the County, and other organizations if possible.

Donut Holes are unincorporated areas that are completely surrounded by the City of Columbia and/or another municipality, or areas surrounded by the City of Columbia and a major geographical feature, such as a river. These areas pose a number of challenges to the City that can be addressed through annexation. Often, these are areas that were developed before the City or any municipality became adjacent, and may lack easy access to City utilities or other services.

Donut Holes can often cause inefficiencies in the delivery of services due to confusion about jurisdiction, and if the land is in a jurisdiction with a different approach to code enforcement, these areas can negatively impact the quality of life for adjacent City residents. Such inefficiencies can impact property owners and residents, both within and outside of the municipal boundaries, through confusion over services as well as added operational costs to local government. This results in a greater financial impact to City residents, who pay both City and County taxes.

Comprehensive Plan Land Use Classification

The proposed future land use for the subject property is Urban Edge Residential Small Lot (UER-1) in the *Columbia Compass: Envision 2036* Future Land Use Map. The property is currently designated as Neighborhood (Medium Density) by Richland County.

Urban Edge Residential Small lot neighborhoods account for a significant portion of the City's existing residential neighborhoods. This development type is appropriate as development on remaining large lots or as redevelopment in the outer areas of Columbia. Most of these developments are relatively modern and occurred after 1970. Urban Edge Residential Small Lot developments generally do not continue the grid and block pattern found in the urban core neighborhoods, but do tend to have a consistently organized internal street network with loops and interconnections. Culs-de-sac are most prominent in this development type.

Primary Types

- Single-family Detached

Tertiary Types

- Single-family Attached
- Two-family
- Three-family
- Multi-family Small
- Civic/Institutional Small
- Business/Employment Small (excl. Flex)
- Cemeteries & Mausoleums

Existing Neighborhood, Small Area, Community, and/or Corridor Plans

The subject property is not located within the study area of a neighborhood, small area, community, or corridor plan adopted by the City or Richland County.

PROPOSED ZONING DISTRICT SUMMARY

The parcel is currently zoned M-1 by Richland County. Surrounding parcels within the City of Columbia are currently zoned General Commercial District (C-3) and General Residential District (RG-1) to the North and Single Family Residential District (RS-1) to the South. Surrounding parcels in unincorporated Richland County are currently zoned M-1 to the East and West.

The proposed City of Columbia zoning district is General Residential District (RG-1), a portion within the Flood Protective Overlay (-FP).

General Residential District (RG-1)

The RG-1, RG-1A and RG-2 districts are intended as medium and high density residential areas permitting progressively higher population densities, characterized by single-family detached, two-family detached and multiple-family structures, and garden type apartments. Certain structures and uses required to serve governmental, educational, religious, noncommercial recreational, and other needs of the areas are permitted outright or are permissible as special exceptions subject to restrictions and requirements intended to preserve and protect the residential character of the districts.

Flood Protective Overlay (-FP)

Certain areas within the city are subject to periodic inundation by floodwater, which results or may reasonably be foreseen to result in loss of life and property, health and safety hazards, disruption of commerce and governmental services and extraordinary public expenditures for flood protection and relief, all of which adversely affect the public health, safety and general welfare. These hazards are caused or extended in part by the occupancy of flood hazard areas by uses which increase flood damage upon other lands or uses which are vulnerable to floods because they are inadequately elevated or not otherwise protected from flood damages. It is, therefore, the intent of this article to lessen such hazards or losses by restricting or prohibiting uses which are dangerous to health, safety or property in times of flood or which cause excessive increases in flood heights or velocities; by requiring that uses vulnerable to floods be protected against flood hazards at the time of initial construction; and by controlling filling, grading, mineral extraction, placing of obstructions within flood channels and other activities, uses or characteristics of use which may increase flood damage.

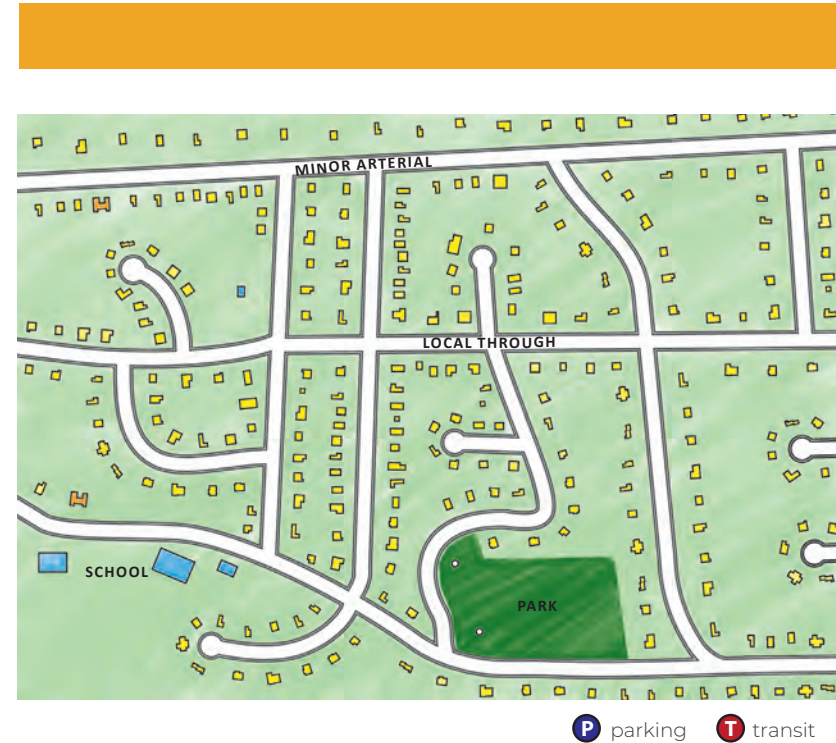
STAFF RECOMMENDATION

Staff recommends City Council to annex the property, assign a future land use classification of Urban Edge Residential Small Lot (UER-1), and assign zoning of General Residential District (RG-1), a portion within the Flood Protective Overlay (-FP) at the time of annexation.

Development Types

URBAN EDGE RESIDENTIAL SMALL LOT (UER-1)

Urban Edge Residential Small lot neighborhoods account for a significant portion of the City's existing residential neighborhoods. This development type is appropriate as development on remaining large lots or as redevelopment in the outer areas of Columbia. Most of these developments are relatively modern and occurred after 1970. Urban Edge Residential Small Lot developments generally do not continue the grid and block pattern found in the urban core neighborhoods, but do tend to have a consistently organized internal street network with loops and interconnections. Culs-de-sac are most prominent in this development type.



UER-1 BUILDING TYPES/LAND USES

PRIMARY TYPES

- Single-family Detached

TERTIARY TYPES

- Single-family Attached
- Two-family
- Three-family
- Multi-family Small
- Civic/Institutional Small
- Business/Employment Small (excl. Flex)
- Cemeteries & Mausoleums

See matrix for appropriate park/open space types.

Development Types

UER-1 DEVELOPMENT PATTERN/CONTEXT

- The street network is typically curvilinear with irregular block structure and limited points of connection to the main road network. Street widths may be narrow or wide. Sidewalks may or may not be present in existing neighborhoods but should be provided in new developments. On-street parking is uncommon in these neighborhoods when street widths are narrow.
- Blocks are slightly irregular and may display a range of sizes and shapes determined by the parent lot shape and the internal street network.
- Blocks are subdivided into regular sized lots ranging between 2,500 square feet and 10,000 square feet.
- Buildings are typically set back from the street with deep front yards; buildings sit parallel to the street.
- Building sizes vary slightly within a block, but most are one to two stories in height with less than 2,000 square feet of livable space. Exceptions in the number of stories would be for neighborhoods with many split-level homes.
- Most homes have dedicated parking areas in front or side yards. Attached garages or carports are common.
- Open or green spaces are included in individual properties, retention or detention areas, or neighborhood parks. Passive green spaces should be included in new developments.
- Within a single development, building architecture, density, scale, and design will typically be fairly consistent along with front yard setbacks and driveway and garage arrangements.





Future Land Use Map

Department of Planning &
Development Services

80 acre portion of N/S Percival Road, TMS# 25600-03-04(p)
Existing Rich. Co. FLU: Neighborhood (Medium Density), Proposed FLU: UER-1

27.b

Legend

CITY LIMITS

PARCELS

Percival Road, Colonels Creek

UCMR-1 - Urban Core Mixed Residential - 1

UCMR-2 - Urban Core Mixed Residential - 2

UCMR-3 - Urban Core Mixed Residential - 3

UEMR - Urban Edge Mixed Residential

UCMF - Urban Core Multi-family

UEMF - Urban Edge Multi-family

UCR-1 - Urban Core Residential Small Lot

UCR-2 - Urban Core Residential Large Lot

UER-1 - Urban Edge Residential Small Lot

UER-2 - Urban Edge Residential Large Lot

UCAC-1 - Urban Core Neighborhood Activity Center

UCAC-2 - Urban Core Community Activity Center

UCAC-3 - Urban Core Regional Activity Center

UEAC-1 - Urban Edge Community Activity Center

UEAC-2 - Urban Edge Regional Activity Center

AC-1 - Neighborhood Activity Corridor

AC-2 - Community Activity Corridor

AC-3 - Regional Activity Corridor

EC - Employment Campus

IND - Industrial

TU - Transportation & Utilities

SIA - Sports/Amusement

CI - Civic/Institutional

CBA - Central Business Area

ZOO - Riverbanks Zoo & Garden

UC - Universities/Colleges

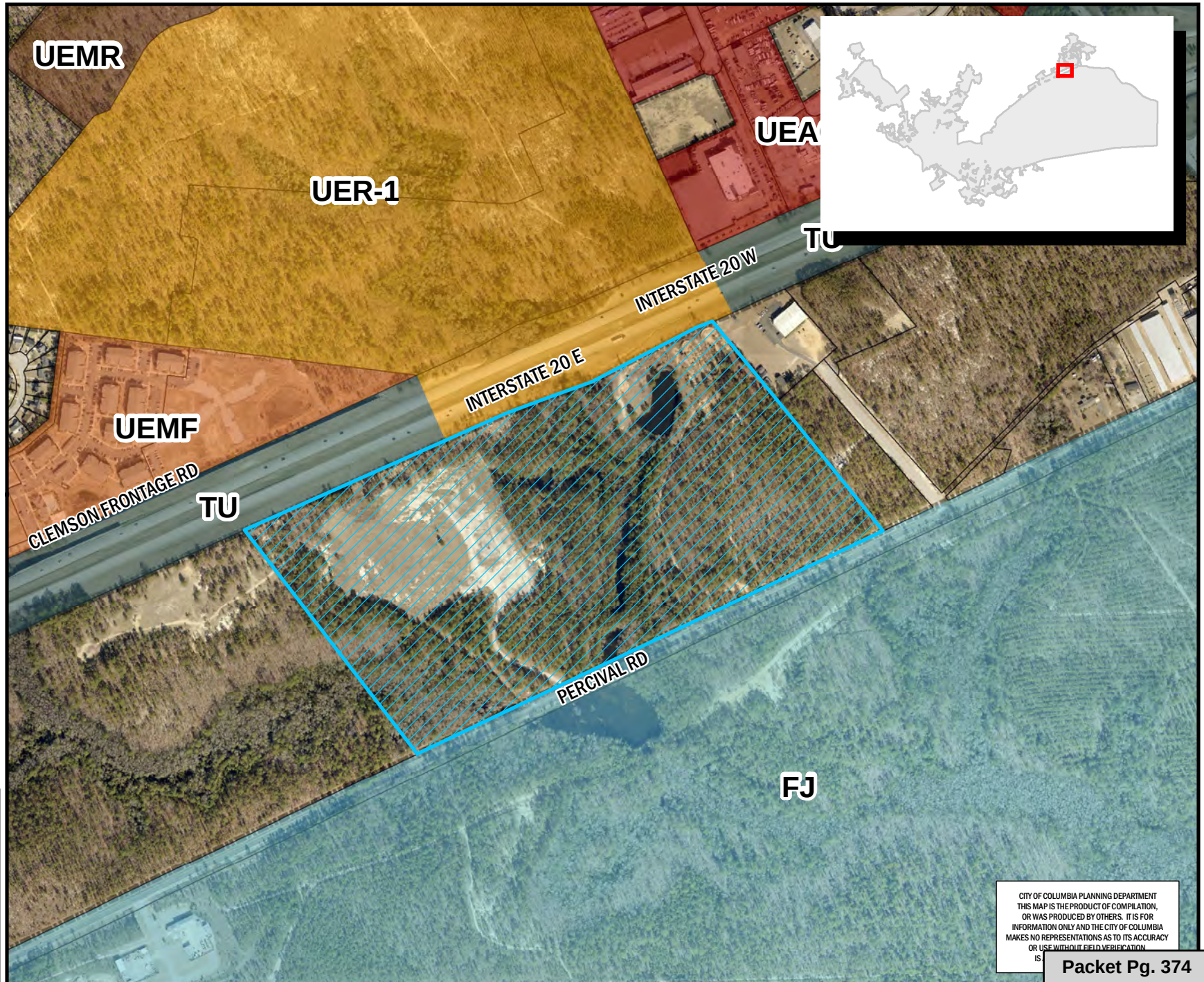
FJ - Fort Jackson

T/S - Transitional/Sensitive Lands

N

0 165 330 660 Feet

ORIGINAL PREPARATION/DATE:
This map was prepared by:
Shane Shaughnessy
Date: 3/12/2021



CITY OF COLUMBIA PLANNING DEPARTMENT
THIS MAP IS THE PRODUCT OF COMPILATION,
OR WAS PRODUCED BY OTHERS. IT IS FOR
INFORMATION ONLY AND THE CITY OF COLUMBIA
MAKES NO REPRESENTATIONS AS TO ITS ACCURACY
OR USE WITHOUT FIELD VERIFICATION.

Packet Pg. 374

** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION

Zoning Map

Department of Planning & Development Services

80 acre portion, N/S Percival Road, TMS# 25600-03
Current Rich. Co. Zoning: M-1, Proposed Zoning: RG-1, -FP

27.b

Legend

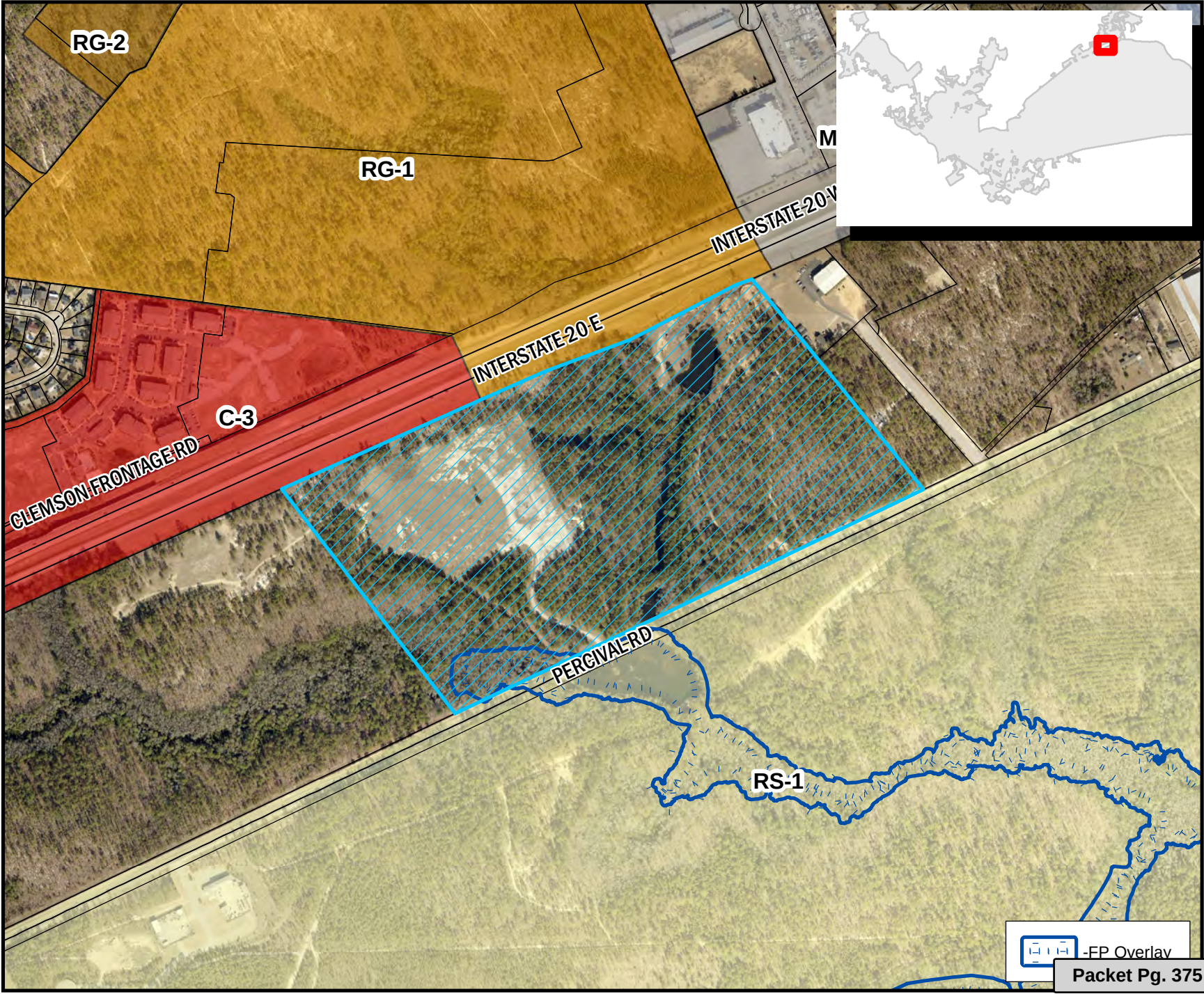
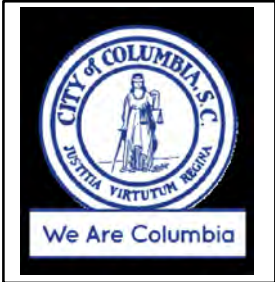
PARCELS

D-1	C-1
RS-1	C-2
RS-1A	C-3
RS-1B	C-3A
RS-2	C-4
RS-3	C-5
RD	M-1
RD-2	M-2
RG-1	FUD-C
RG-1A	FUD-LS
RG-2	FUD-LS-E
RG-3	FUD-LS-R
UTD	FUD-R
MX-1	OUT OF CITY
MX-2	

0 150 300 600 Feet

ORIGINAL PREPARATION/DATE:
This map was prepared by:
Shane Shaughnessy
March 12, 2021

DISCLAIMER:
The City of Columbia Department of Planning and Development Services data represented on this map or plan is the product of compilation, as produced by others. It is provided for informational purposes only and the City of Columbia makes no representation as to its accuracy. Its use without field verification is at the sole risk of the user.





We Are Columbia

MEETING DATE: August 17, 2021

DEPARTMENT: Legal Department

FROM: *Shari Ardis, Legal Office Manager*

SUBJECT: Ordinance No.: 2021-067 Fifth Supplemental Ordinance Providing for the Issuance and Sale of a City of Columbia, South Carolina Special Obligation Refunding Bond (Hospitality Fee Pledge), Series 2021, in the aggregate Principal Amount of Not Exceeding \$30,000,000 in Order to Refund all or a Portion of the City of Columbia, South Carolina, Special Obligation Bonds (Hospitality Fee Pledge), Series 2014, Authorizing the Mayor, the City Manager and the Assistant City Manager for Finance and Economic Services, or any two of them acting together, to determine certain matters with respect to the Bond; Prescribing the Form and Details of Such Bond; and Other Matters Relating Thereto

FUNDING SOURCE & ORIGINAL BUDGET:

FOCUS AREAS: Economic Prosperity - Endless Possibilities, Planning Together

ATTACHMENTS:

- **#a:** 2021-067 Fifth Supplemental Hospitality Fee Pledge (2021) (PDF)

CITY OF COLUMBIA, SOUTH CAROLINA

FIFTH SUPPLEMENTAL ORDINANCE NO. 2021-067

PROVIDING FOR THE ISSUANCE AND SALE OF A CITY OF COLUMBIA, SOUTH CAROLINA, SPECIAL OBLIGATION REFUNDING BOND (HOSPITALITY FEE PLEDGE), SERIES 2021, IN THE AGGREGATE PRINCIPAL AMOUNT OF NOT EXCEEDING \$31,000,000, IN ORDER TO REFUND ALL OR A PORTION OF THE CITY OF COLUMBIA, SOUTH CAROLINA, SPECIAL OBLIGATION BONDS (HOSPITALITY FEE PLEDGE), SERIES 2014; AUTHORIZING THE MAYOR, THE CITY MANAGER AND THE ASSISTANT CITY MANAGER FOR FINANCE AND ECONOMIC SERVICES, OR ANY TWO OF THEM ACTING TOGETHER, TO DETERMINE CERTAIN MATTERS WITH RESPECT TO THE BOND; PRESCRIBING THE FORM AND DETAILS OF SUCH BOND; AND OTHER MATTERS RELATING THERETO.

Enacted: _____, 2021

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF COLUMBIA, SOUTH CAROLINA, IN COUNCIL ASSEMBLED:

Section 1. Definitions.

The terms in this Section 1 and all words and terms defined in the General Bond Ordinance No. 2011-63 (the "General Bond Ordinance") enacted by the City Council (the "Council") of the City of Columbia, South Carolina (the "City"), on August 30, 2011 (such General Bond Ordinance as from time to time amended or supplemented by Supplemental Ordinances being defined in the Ordinance as the "Ordinance") (except as herein otherwise expressly provided or unless the context otherwise requires) shall for all purposes of this Fifth Supplemental Ordinance have the respective meanings given to them in the Ordinance and in Section 1 hereof.

"2021 Bond" shall mean the City of Columbia, South Carolina, Special Obligation Bond (Hospitality Fee Pledge), Series 2021, or such other appropriate series designation, in the principal amount of not exceeding \$31,000,000 authorized to be issued hereunder.

"Bonds of 2012" shall mean the \$14,825,000 original principal amount City of Columbia, South Carolina, Special Obligation Refunding Bonds (Hospitality Fee Pledge), Series 2012, which are outstanding in the principal amount of \$5,065,000 as of the date of this Fifth Supplemental Ordinance.

"Bonds of 2014" shall mean the \$26,175,000 original principal amount City of Columbia, South Carolina, Special Obligation Bonds (Hospitality Fee Pledge), Series 2014, which are outstanding in the principal amount of \$26,175,000 as of the date of this Fifth Supplemental Ordinance.

"Bonds of 2017" shall mean the \$1,460,000 original principal amount City of Columbia, South Carolina, Special Obligation Refunding Bonds (Hospitality Fee Pledge), Series 2017, which are outstanding in the principal amount of \$1,080,000 as of the date of this Fifth Supplemental Ordinance.

"Bonds to be Refunded" shall mean all or a portion of the Bonds of 2014 selected by the City Manager pursuant to Section 6(a)(8) hereof, to be refinanced with the 2021 Bond.

"Code" shall mean the Internal Revenue Code of 1986, as amended.

"Escrow Agent" shall mean Regions Bank, in its capacity as Paying Agent for the Bonds of 2014.

"Escrow Agreement" shall mean the Escrow Deposit Agreement dated the date of its execution between the City and the Escrow Agent.

"Escrow Fund" shall mean the fund of that name created pursuant to the Escrow Agreement.

"First Supplemental Ordinance" shall mean First Supplemental Ordinance No. 2011-68 enacted by the Council on August 30, 2011, authorizing the Bonds of 2012.

"Fifth Supplemental Ordinance" shall mean this Fifth Supplemental Ordinance No. 2021-___, authorizing the 2021 Bond.

"Interest Payment Date" shall mean any February 1 of each year, commencing February 1, 2022, or such other date(s) as selected by the Mayor, the City Manager, and the Assistant City Manager for Finance and Economic Services or any two of them acting together, pursuant to Section 6(a)(4) hereof.

“Outstanding Parity Bonds” shall have the meaning give to such term in Section 4.

“Paying Agent” shall mean Regions Bank, as paying agent for the 2021 Bond.

“Principal Payment Date” shall have the meaning given to such term in Section 3(a).

“Purchaser” shall mean the purchaser of the 2021 Bond, as determined pursuant to Section 6(a)(8).

“Registrar” shall mean Regions Bank, as registrar for the 2021 Bond.

“Second Supplemental Ordinance” shall mean Second Supplemental Ordinance No. 2014-052 enacted by the Council on July 15, 2014, authorizing the Bonds of 2014.

“Third Supplemental Ordinance” shall mean Third Supplemental Ordinance No. 2017-051 enacted by the Council on June 20, 2017, authorizing the Bonds of 2017.

Section 2. Certain Findings and Determinations.

The City hereby finds and determines:

(a) The Ordinance, the Bond Act and the Hospitality Fee Act authorize the City to issue Bonds in order to finance the Costs of Acquisition and Construction of Projects (as such terms are defined in the General Bond Ordinance) and to refinance indebtedness incurred in connection therewith. This Fifth Supplemental Ordinance supplements the Ordinance, constitutes and is a “Supplemental Ordinance” within the meaning of such quoted term as defined and used in the Ordinance, and is enacted under and pursuant to the Ordinance.

(b) The 2021 Bond constitutes and is a “Bond” within the meaning of the quoted word as defined and used in the Ordinance.

(c) The Hospitality Fees pledged under the Ordinance are not encumbered by any lien and charge thereon or pledge thereof, other than: (i) the lien and charge thereon and pledge thereof created by the General Bond Ordinance and the First Supplemental Ordinance for the payment and security of the Bonds of 2012; (ii) the lien and charge thereon and pledge thereof created by the General Bond Ordinance and the Second Supplemental Ordinance for the payment and security of the Bonds of 2014; (iii) the lien and charge thereon and pledge thereof created by the General Bond Ordinance and the Third Supplemental Ordinance for the payment and security of the Bonds of 2017; and (iv) the lien and charge thereof and pledge thereof created by the General Bond Ordinance and this Fifth Supplemental Ordinance for the payment and security of the 2021 Bond.

(d) There does not exist an Event of Default (as defined in the General Bond Ordinance), nor does there exist any condition which, after the passage of time or the giving of notice, or both, would constitute such Event of Default.

(e) Based on current market conditions, the Bonds to be Refunded can be refinanced for a substantial savings and the estimated cost of refunding the Bonds to be Refunded, taking into account the 2021 Bond and other available sources, does not exceed \$31,000,000.

(f) The City proposes to issue the 2021 Bond for one or more of the principal purposes: (1) refinancing the Bonds to be Refunded and (2) paying the costs of issuing the 2021 Bond.

(g) It is necessary and in the best interest of the City to authorize the issuance of the 2021 Bond in the aggregate principal amount of not exceeding \$31,000,000 in accordance with the Bond Act, the Hospitality Fee Act, the Ordinance and this Fifth Supplemental Ordinance for the purposes set forth above.

Section 3. Authorization of 2021 Bond.

(a) There is hereby authorized to be issued a Bond (as such term is defined in the General Bond Ordinance), designated "City of Columbia, South Carolina, Special Obligation Bond (Hospitality Fee Pledge), Series 2021" (the "2021 Bond"), in the aggregate principal amount of not exceeding \$31,000,000; provided that the 2021 Bond shall be numbered and lettered in such a fashion as to maintain a proper record thereof and its name may be revised to reflect the purposes of issuance, taxable or tax-exempt status and year of issuance, as appropriate. The proceeds of the 2021 Bond shall be used for the purposes set forth in Section 2(f) hereof.

The 2021 Bond shall bear interest at the rates per annum and mature on the date(s) and in the principal amount(s) (the "Principal Payment Dates"), all as determined by the Mayor, the City Manager and the Assistant City Manager for Finance and Economic Services, or any two of them acting together, pursuant to Section 6(a)(4) hereof.

(b) The 2021 Bond shall originally be dated its date of delivery, or such other date as the Mayor, the City Manager and the Assistant City Manager for Finance and Economic Services, or any two of them acting together, shall determine pursuant to Section 6(a)(1) hereof, and shall be issued in fully registered form, as a single bond representing the entire principal amount of the 2021 Bond, in the name of the Purchaser.

The 2021 Bond shall be subject to redemption prior to maturity, whether at the option of the City or upon the occurrence of some event, in whole or in part, at the times and at the redemption prices (expressed as a percentage of principal amount of the 2021 Bond to be redeemed), all as shall be determined by the Mayor, the City Manager and the Assistant City Manager for Finance and Economic Services, or any two of them acting together, pursuant to Section 6(a)(5) hereof, together, in each such case, with the interest accrued on such principal amount to the date fixed for redemption.

(c) Principal of and redemption premium, if any, on the 2021 Bond shall be payable at the designated corporate trust office of the Paying Agent. Interest on the 2021 Bond shall be payable on each Interest Payment Date, in each case to the Holders as of the immediately preceding Record Date, such interest to be paid by the Paying Agent by check or draft mailed to each Holder at the address as it appears on the Books of Registry maintained at the designated corporate trust office of the Paying Agent, and in the case of a Holder of \$1,000,000 or more in principal amount of 2021 Bond, by wire transfer to an account within the continental United States upon the timely receipt of a written request of such Holder. Payment of the principal of and interest on such 2021 Bond may be payable to the Holder thereof without presentation and surrender of such 2021 Bond.

(d) The 2021 Bond shall be in substantially the form set forth in Exhibit A hereto, with such necessary or appropriate variations, omissions and insertions as are incidental to the numbers, maturities, dates, interest rate or rates, redemption provisions, the purpose of issuance, taxable or tax-exempt status (or conversion provisions related thereto) and other details thereof or as are otherwise permitted or required by law or by the Ordinance, including this Fifth Supplemental Ordinance. The 2021 Bond shall be executed in the name and on behalf of the City by the manual or facsimile signature of the Mayor, attested by the manual

or facsimile signature of the City Clerk under the seal of the City impressed, imprinted or reproduced thereon (or a facsimile thereof).

(e) A copy of the approving opinion to be rendered on the 2021 Bond shall be printed on the back of such 2021 Bond, preceding the same a certificate shall appear, which shall be signed on behalf of the City by a facsimile signature of the City Clerk. Such certificate shall be in the form substantially as follows:

IT IS HEREBY CERTIFIED that the following is a true and correct copy of the approving opinion of Burr & Forman LLP d/b/a Burr Forman McNair, Columbia, South Carolina, and Johnson, Toal & Battiste, P.A., Columbia, South Carolina, the original of which was manually executed, dated and issued as of the date of the delivery of and payment for the bonds, and a copy of which is on file with the City.

CITY OF COLUMBIA, SOUTH CAROLINA

By: _____
City Clerk

Section 4. Payment of and Security for the 2021 Bond. The 2021 Bond, together with the interest thereon, shall be payable, in such coin or currency of the United States of America which at the time of such payment is legal tender for public and private debts, solely from the Hospitality Fees of the City in accordance with the provisions of this Fifth Supplemental Ordinance. Subject to Section 6 hereof, the 2021 Bond shall be secured by a pledge of Hospitality Fees, which pledge shall be on a parity with the pledge of Hospitality Fees securing the payment of the Bonds of 2012, the Bonds of 2014, the Bonds of 2017 (collectively, the "Outstanding Parity Bonds") and any other Bonds (as defined in the General Bond Ordinance) issued in compliance with the provisions of the General Bond Ordinance.

The 2021 Bond does not constitute an indebtedness of the City within any State constitutional provisions (other than Article X, Section 14, Paragraph 10 of the South Carolina Constitution authorizing obligations payable solely from special sources not involving revenues from any tax or license) or statutory limitation. The 2021 Bond shall not be a debt of the City, nor a charge, lien or encumbrance, legal or equitable, upon any property of the City or upon any income, receipts or revenues thereof, other than the aforesaid Hospitality Fees of the City. No recourse shall be had for the payment of the 2021 Bond or the interest thereon against the general fund of the City, nor shall the credit or taxing power of the City be deemed to be pledged thereto. The full faith, credit and taxing powers of the City are not pledged to the payment of the principal of or interest on the 2021 Bond.

Section 5. 2021 Bond Proceeds Fund and 2021 Debt Service Fund.

(a) There is hereby created and established the 2021 Bond Proceeds Fund, which shall be held by the City or by a Custodian. If the 2021 Bond Proceeds Fund is held by a Custodian, the Mayor, the City Manager and the Assistant City Manager for Finance and Economic Services, or any of them acting alone, is authorized and directed to negotiate, execute and deliver such agreements or other agreements with such bank or other financial institution as may be necessary or desirable in connection therewith. The moneys on deposit in the 2021 Bond Proceeds Fund shall be used and applied to pay Costs of Issuance incidental to the issuance and sale of the 2021 Bond.

Moneys held for the credit of the 2021 Bond Proceeds Fund shall be invested to the fullest extent

practicable and reasonable, in Permitted Investments, maturing at such times and in such amounts as shall be required to provide moneys to make the payments required to be made from such account. The provisions of Section 6.10 of the General Bond Ordinance relating to the investment of funds are incorporated herein as if fully set forth herein.

Withdrawals from the 2021 Bond Proceeds Fund shall be made in the manner withdrawals from other funds of the City are made.

If after the payment in full of all Costs of Issuance or after adequate provision has been made for such payment any moneys remain in the 2021 Bond Proceeds Fund, such excess shall be paid into the 2021 Debt Service Fund and shall be used only for the payment of the principal of and interest on the related 2021 Bond.

(b) In accordance with Section 6.6 of the General Bond Ordinance, the 2021 Debt Service Fund is hereby directed to be established by the Trustee on the date of the original delivery of the 2021 Bond for the benefit of the Holders of the 2021 Bond. Moneys held for the credit of the 2021 Debt Service Fund may be invested in Permitted Investments.

Section 6. Sale and Issuance of 2021 Bond; Approval of Purchaser.

(a) The Mayor, the City Manager and the Assistant City Manager for Finance and Economic Services, or any two of them acting together, are hereby authorized and empowered to undertake any one or more of the following actions: (1) determine the original issue date of the 2021 Bond; (2) determine the aggregate principal amount of the 2021 Bond, if less than authorized by this Fifth Supplemental Ordinance, and the principal amounts of each maturity thereof; (3) determine whether the 2021 Bond will be initially issued on a taxable or tax-exempt basis; (4) determine the Interest Payment Dates, including the initial Interest Payment Date, and the Principal Payment Dates for the 2021 Bond; (5) determine the initial optional redemption terms and redemption price of the 2021 Bond; (6) determine the initial interest rate for the 2021 Bond; (7) select the Purchaser and determine that the Purchaser's proposal of terms, if any (the "Proposal"), is fair and reasonable and in the best interest of the City; (8) determine the Bonds to be Refunded; and (9) agree to any other terms, provisions and matters necessary or advisable to effect the issuance of the 2021 Bond or the subsequent conversion or adjustment of any such initial terms.

(b) The Mayor and the City Manager, or either of them acting alone, are hereby authorized and directed to negotiate, execute and deliver the Proposal, and to take all actions, based upon advice of counsel, including the preparation and dissemination of requests for proposals and the preparation, publication and/or distribution of information, offering documents or private placement memoranda, all relating to the City, the 2021 Bond and the Hospitality Fees, to solicit interest and receive offers from financial institutions and institutional investors to purchase the 2021 Bond in a private offering (which, in all events, upon advice of counsel, may be in lieu of the Proposal), and to accept such offer which is in the best interest of the City and execute such documents as may be necessary in connection therewith. Any actions of the City and its authorized representatives taken prior to the date of this Fifth Supplemental Ordinance, in connection with the negotiation, execution and delivery of the Proposal, and the selection of the Purchaser, are hereby ratified, confirmed and approved. In the event of a conflict in the terms and provisions of such Proposal or other offers received from financial institutions and institutional investors and the General Bond Ordinance, this Fifth Supplemental Ordinance and any other documents authorized hereunder (collectively, the "Other Documents"), the terms and provisions of the General Bond Ordinance, this Fifth Supplemental Ordinance and the Other Documents shall prevail.

(c) A copy of this Fifth Supplemental Ordinance shall be filed with the minutes of the meeting

at which this Fifth Supplemental Ordinance was enacted.

(d) The Council hereby authorizes and directs all of the officers and employees of the City to carry out or cause to be carried out all obligations of the City hereunder and to perform such other actions as they shall consider necessary or advisable in connection with the issuance, sale and delivery of the 2021 Bond.

(e) The Council hereby authorizes the Mayor and the City Manager, or either of them acting alone, or their designees to negotiate the terms of, and execute, in the name and on behalf of the City, and deliver investment agreements, forward delivery agreements, repurchase agreements and other agreements in connection with the 2021 Bond, to prepare and solicit bids for providers of such agreements and to execute, in the name and on behalf of the City, written confirmations of any such agreements and other documents as may be necessary in connection therewith.

Section 7. Authorization to Effect Refunding; Redemption of the Bonds to be Refunded.

A portion of the proceeds of the 2021 Bond shall be used, together with amounts on deposit in the debt service fund and/or debt service reserve fund for the Bonds to be Refunded, for the payment of the principal of such Bonds to be Refunded as and when such Bonds to be Refunded mature and are called for redemption in accordance with the provisions of the Bonds to be Refunded, at the redemption price thereof, together with accrued interest on such Bonds to be Refunded up to and including such maturity dates and any redemption date therefor.

The Mayor, the City Manager, and the Assistant City Manager for Finance and Economic Services, or any of them acting alone, is hereby authorized and directed for and on behalf of the City to execute such agreements and give such directions as shall be necessary to carry out the provisions of this Fifth Supplemental Ordinance, including the execution and delivery of the Escrow Agreement. The Escrow Agreement shall be dated the date of delivery of the 2021 Bond.

Section 8. Disposition of Proceeds of 2021 Bond and Certain Other Moneys. The proceeds derived from the sale of the 2021 Bond, net of any fees payable to the purchaser thereof, shall be deposited with (or at the order of) the City, the Trustee, the Escrow Agent or the Custodian, as applicable, and used for the following purposes:

(a) A portion of the proceeds thereof shall be deposited with the Escrow Agent pursuant to the Escrow Agreement.

(b) A portion of the proceeds thereof shall be deposited with the Custodian into the 2021 Bond Proceeds Fund established in Section 5(a) hereof.

The respective amounts specified in this Section 8 shall be determined by the City upon delivery of the 2021 Bond.

Section 9. Federal Tax Covenant. If the 2021 Bond is issued as or converted into a tax-exempt obligation (a "Tax-Exempt Bond"), the City hereby covenants and agrees with the Purchaser that it will not take any action which will, or fail to take any action which failure will, cause interest on the Tax-Exempt Bond to become includable in the gross income of the Purchaser for federal income tax purposes pursuant to the provisions of the Code and regulations promulgated thereunder in effect on the date of original issuance or conversion, as applicable, of the Tax-Exempt Bond and that no use of the proceeds of the Tax-Exempt Bond shall be made which, if such use had been reasonably expected on the date of issue of the Tax-Exempt

Bond would have caused the Tax-Exempt Bond to be an “arbitrage bond,” as defined in the Code; and to that end the City hereby shall:

- (a) comply with the applicable provisions of Section 103 and Sections 141 through 150 of the Code and any regulations promulgated thereunder so long as the Tax-Exempt Bond is Outstanding;
- (b) establish such funds, make such calculations and pay such amounts, if necessary, in the manner and at the times required in order to comply with the requirements of the Code relating to required rebate of certain amounts to the United States; and
- (c) make such reports of such information at the times and places required by the Code.

Section 10. Designation of Trustee, Registrar and Paying Agent.

Pursuant to the Ordinance, the Trustee is Regions Bank. The Council hereby designates Regions Bank as the Registrar and Paying Agent for the 2021 Bond. The Registrar and Paying Agent shall signify their acceptances of their respective duties upon delivery of the 2021 Bond.

Section 11. Continuing Disclosure. If the 2021 Bond is issued as or converted into a Tax-Exempt Bond and for so long as and to the extent required pursuant to Section 11-1-85 of the Code of Laws of South Carolina 1976, as amended (“Section 11-1-85”), the City covenants that it will file with a central repository for availability in the secondary bond market when requested:

- (a) An annual independent audit, within 30 days of the City’s receipt of the audit; and
- (b) Event-specific information within 30 days of an event adversely affecting more than 5% percent of Hospitality Fees or the City’s tax base.

If applicable, the City hereby covenants and agrees that it will comply with and carry out all of the provisions of any continuing disclosure or reporting certificate as may be required by Rule 15c2-12(b)(5) promulgated by the Securities and Exchange Commission or necessary for the consummation of the issuance of the 2021 Bond as may be approved by the Mayor and the City Manager, or either of them acting alone, upon advice of counsel.

The only remedy for failure by the City to comply with the covenant of this Section 11 shall be an action for specific performance of this covenant; and failure to comply shall not constitute a default or an “Event of Default” under the Ordinance or this Fifth Supplemental Ordinance. The City specifically reserves the right to amend or delete this covenant in order to reflect any change in Section 11-1-85, without the consent of any Holder of the 2021 Bond.

Section 12. Further Actions. The Mayor, the City Manager, the Assistant City Manager for Finance and Economic Services and the City Clerk are hereby authorized and directed to take any and all such further actions as shall be deemed necessary or desirable in order to effectuate the initial issuance and subsequent conversion, if applicable, of the 2021 Bond and the refunding of the Bonds to be Refunded. To that end, the Mayor, the City Manager and the Assistant City Manager for Finance and Economic Services of the City, or any of them acting alone, are hereby authorized and directed to negotiate and execute such agreements, certificates, notices or documents as may be necessary or desirable to effect the purposes of this Fifth Supplemental Ordinance.

EXHIBIT A

FORM OF 2021 BOND

CITY OF COLUMBIA, SOUTH CAROLINA
 SPECIAL OBLIGATION REFUNDING BOND
 (HOSPITALITY FEE PLEDGE), SERIES 2021

No. R-___

Interest RateMaturity DateIssue Date

(As set forth in Schedule I herein)

Registered Holder:

Principal Amount:

THE CITY OF COLUMBIA, SOUTH CAROLINA (the "City") a public body corporate and politic and a political subdivision of the State of South Carolina (the "State"), created and existing by virtue of the laws of the State, acknowledges itself indebted and for value received hereby promises to pay, solely as hereinafter provided, to the Registered Owner named above or registered assigns, the Principal Amount on the Maturity Date (each as set forth or referenced above), unless this Bond be subject to redemption and shall have been redeemed prior thereto as hereinafter provided, and to pay interest thereon at the annual Interest Rate stated above (calculated on the basis of a 360-day year of twelve (12) 30-day months), until the obligation of the City with respect to the payment of such Principal Amount shall be discharged. Interest on this Bond shall be payable in annual installments on February 1 of each year beginning February 1, 2022 (each, an "Interest Payment Date"), until maturity or earlier redemption. All payments shall be paid to the person in whose name this Bond is registered at the close of business on the fifteenth day of the calendar month (each, a "Record Date") preceding each Interest Payment Date or Principal Payment Date (as defined in the hereinafter defined Ordinances). The payments shall be payable by check or draft mailed at the times provided herein to the person in whose name this Bond is registered at the address shown on the registration books of the City held by Regions Bank, as registrar (the "Registrar"), or, in the case of a Registered Holder of \$1,000,000 or more in principal amount of this Bond, by wire transfer to on account within the continental United States upon the timely receipt of a written request of such Registered Holder. The payments are payable in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts.

THIS BOND HAS BEEN ISSUED UNDER THE PROVISIONS OF TITLE 6, CHAPTER 17 AND CHAPTER 1, ARTICLE 7, AND TITLE 11, CHAPTER 21, CODE OF LAWS OF SOUTH CAROLINA, 1976, AS AMENDED (COLLECTIVELY, THE "ACT"); THIS BOND DOES NOT CONSTITUTE AN INDEBTEDNESS OF THE CITY WITHIN THE MEANING OF ANY STATE CONSTITUTIONAL PROVISION (EXCEPT ARTICLE X, SECTION 14(10) OF THE STATE CONSTITUTION AUTHORIZING INDEBTEDNESS PAYABLE SOLELY FROM A SOURCE OF REVENUE DERIVED OTHER THAN A TAX OR LICENSE) OR STATUTORY LIMITATION. THE CITY IS NOT OBLIGATED TO PAY ANY OF THIS BOND OR THE INTEREST THEREON EXCEPT FROM HOSPITALITY FEES (AS DEFINED IN THE HEREINAFTER DEFINED BOND ORDINANCES). THIS BOND IS NOT A GENERAL OBLIGATION OF THE CITY, THE STATE, OR ANY POLITICAL SUBDIVISION THEREOF AND NEITHER THE FULL FAITH AND CREDIT NOR THE GENERAL CREDIT NOR TAXING POWERS OF THE CITY, THE STATE OR ANY

Section 13. Headings. The headings and titles of the several sections hereof shall be solely for convenience of reference and shall not affect the meaning, construction, interpretation or effect of this Fifth Supplemental Ordinance.

Section 14. Repeal of Inconsistent Ordinances and Resolutions. All ordinances and resolutions of the City, and any part of any ordinance or resolution, inconsistent with this Fifth Supplemental Ordinance are hereby repealed to the extent of such inconsistency.

Section 15. Severability. If any sections, phrase, sentence or portion of this Fifth Supplemental Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not attest the validity of the remaining portions thereof.

Section 16. Effective Date. This Fifth Supplemental Ordinance shall be effective upon its enactment by the City Council for the City of Columbia, South Carolina.

Enacted by the City Council of the City of Columbia, South Carolina, this ____ day of _____, 2021.

CITY COUNCIL OF THE CITY OF COLUMBIA,
SOUTH CAROLINA

By: _____
Mayor

(SEAL)

ATTEST:

Clerk

Date of First Reading: _____, 2021

Date of Second Reading: _____, 2021

APPROVED AS TO FORM



Legal Department City of Columbia, SC

POLITICAL SUBDIVISION THEREOF.

This Bond is issued pursuant to and in accordance with the Constitution and statutes of the State, including particularly the Act, General Bond Ordinance No. 2011-63 duly enacted by the Council on August 30, 2011, as amended and supplemented (as so amended and supplemented, the "Bond Ordinances"), including as supplemented particularly by Fifth Supplemental Ordinance No. 2021-____ duly enacted by the City Council of the City (the "Council") on _____, 2021 (the "Fifth Supplemental Ordinance" and, together with the Bond Ordinances, the "Ordinances") for the purpose of: (1) refinancing all or a portion of the \$26,175,000 original principal amount City of Columbia, South Carolina, Special Obligation Bonds (Hospitality Fee Pledge), Series 2014, and (2) paying the costs of issuing the 2021 Bond, as more particularly permitted by the Fifth Supplemental Ordinance.

Certain capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in the Bond Ordinances. Certified copies of the Fifth Supplemental Ordinance and the Bond Ordinances are on file with the City and in the office of the Clerks of Court for Richland and Lexington Counties, South Carolina.

The Ordinances contain provisions defining terms, set forth the revenues pledged for the payment of the principal of and interest on this Bond and the Bonds of other series herewith which may hereafter be issued on a parity herewith under the Ordinances; set forth the nature, extent and manner of enforcement of the security of this Bond and of such pledge, and the rights and remedies of the Holder hereof with respect thereto; set forth the terms and conditions upon which and the extent to which the Ordinances may be altered, modified and amended; set forth the terms and conditions upon which this Bond is issued upon which other bonds may be hereinafter issued payable as to principal, premium, if any, and interest on a parity with this Bond and equally and ratably secured herewith; sets forth the rights, duties and obligations of the City thereunder; and set forth the terms and conditions upon which the pledge made in the Ordinances for the security of this Bond and upon which the covenants, agreements and other obligations of the City made therein may be discharged at or prior to the maturity or redemption of this Bond with provisions for the payment thereof in the manner set forth in the Ordinances. Reference is hereby made to the Ordinances to all of the provisions of which any holder of this Bond by the acceptance hereof thereby assents. The provisions of the Act and the Ordinances shall be a contract with the holder of this Bond.

This Bond and the interest thereon is a special obligation of the City and is secured by and payable solely from a pledge of the Hospitality Fees imposed and collected by the City, which pledge is on a parity with the pledge thereof securing the \$14,825,000 original principal amount City of Columbia, South Carolina, Special Obligation Refunding Bonds (Hospitality Fee Pledge), Series 2012, the \$26,175,000 original principal amount City of Columbia, South Carolina, Special Obligation Bonds (Hospitality Fee Pledge), Series 2014, the \$1,460,000 original principal amount City of Columbia, South Carolina, Special Obligation Refunding Bonds (Hospitality Fee Pledge), Series 2017, and any other Bonds (as defined in the Bond Ordinances) issued hereafter.

This Bond and the interest hereon is exempt from all State, county, municipal, school district, and all other taxes or assessments imposed within the State, direct or indirect, general or special, whether imposed for the purpose of general revenue or otherwise, except inheritance, estate, transfer and certain franchise taxes.

This Bond is transferable only upon the registration books of the City kept for that purpose and maintained by the Registrar, by the Holder hereof in person or by his duly authorized attorney, upon (a) surrender of this Bond and an assignment with a written instrument of transfer satisfactory to the Registrar, duly executed by the Holder hereof or his duly authorized attorney and (b) payment of the

charges, if any, incurred as a consequence thereof. Thereupon a Bond of the same principal amount, maturity and interest rate shall be issued to the transferee in exchange therefor. The City, the Trustee and the Registrar may deem and treat the person in whose name this Bond is registered as the absolute owner hereof for the purpose of receiving payment of or on account of the principal or redemption price hereof and interest due hereon and for all other purposes.

[Conversion Provisions, as applicable]

For every exchange or transfer of this Bond, the City, the Trustee or the Registrar may make a charge sufficient to reimburse it for any tax, fee or other governmental charge required to be paid with respect to such exchange or transfer.

[Redemption Provisions, as applicable]

In the event this Bond or a portion thereof is called for redemption, the City shall give notice of redemption by first-class mail, postage prepaid, to the Holder hereof as shown on the Books of Registry of the City not less than _____ days prior to the date fixed for the redemption thereof. If this Bond be redeemable and shall have been duly called for redemption and notice of the redemption hereof mailed as aforesaid, and if on or before the date fixed for such redemption, payment thereof shall be duly made or provided for, interest hereon shall cease or accrue from and after the redemption date hereof.

It is hereby certified and recited that all conditions, acts and things required by the Constitution and statutes of the State to exist, be performed or happen precedent to or in the issuance of this Bond, exist, have been performed and have happened, that the amount of this Bond, together with all other indebtedness of the City, does not exceed any limit prescribed by such Constitution or statutes.

IN WITNESS WHEREOF, THE CITY OF COLUMBIA, SOUTH CAROLINA has caused this Bond to be signed by the manual or facsimile signature of its Mayor, its corporate seal to be reproduced hereon and the same to be attested by the manual or facsimile signature of its City Clerk.

CITY OF COLUMBIA, SOUTH CAROLINA

By: _____
Mayor

(SEAL)

ATTEST:

By: _____
City Clerk

CERTIFICATE OF AUTHENTICATION

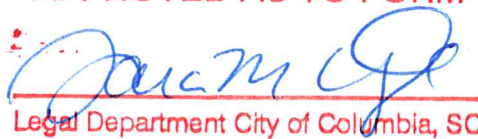
This Bond is the 2021 Bond described in the within mentioned Fifth Supplemental Ordinance.

Regions Bank, as Trustee

By: _____
Its: _____

Date: _____

APPROVED AS TO FORM


Legal Department City of Columbia, SC

IT IS HEREBY CERTIFIED that the following is a true and correct copy of the approving opinion of Burr & Forman LLP d/b/a Burr Forman McNair, Columbia, South Carolina, and Johnson, Toal & Battiste, P.A., Columbia, South Carolina, the original of which was manually executed, dated and issued as of the date of the delivery of and payment for the bonds, and a copy of which is on file with the City.

THE CITY OF COLUMBIA, SOUTH CAROLINA

By: _____
City Clerk

FORM OF ASSIGNMENT

FOR VALUE RECEIVED the undersigned hereby sells, assigns and transfers unto

(Please print or type name and address of Transferee and Social Security or other identifying number of Transferee)

the within Bond and all rights and title thereunder, and hereby irrevocably constitutes and appoints attorney to transfer the within Bond on the books kept for registration thereof, with full power of substitution in the premises.

Date: _____

STAMP Language

Signature Guaranteed: _____

NOTICE: Signature(s) must be guaranteed
By an institution which is a participant in the
Securities Transfer Agent Medallion Program
(STAMP) or similar program.

NOTICE: The signature to this assignment
must correspond with name as it appears
upon the face of the within bond in every
particular, without alteration or enlargement
or any change whatever.



We Are Columbia

MEETING DATE: August 17, 2021

DEPARTMENT: Legal Department

FROM: *Shari Ardis, Legal Office Manager*

SUBJECT: Ordinance No.: 2021-072 Authorizing the City Manager to execute a Purchase and Sale Agreement between the City of Columbia and Latitude 32 Development, LLC for the sale of 2221 Devine Street, Richland County TMS #11312-02-03

FUNDING SOURCE & ORIGINAL BUDGET:

FOCUS AREAS: Economic Prosperity - Endless Possibilities

ATTACHMENTS:

- **#a:** 2021-072 Latitude 32 - sale of 2221 Devine Street (PDF)
- **#b:** Latitude 32 - 2221 Devine Street Purchase and Sale Agreement (PDF)

ORDINANCE NO.: 2021-072

*Authorizing the City Manager to execute a Purchase and Sale Agreement between the
City of Columbia and Latitude 32 Development, LLC for the sale of
2221 Devine Street, Richland County TMS #11312-02-03*

BE IT ORDAINED by the Mayor and City Council this ____ day of _____, 2021, that the City Manager is authorized to execute the attached Purchase and Sale Agreement, or on a form approved by the City Attorney, any other documents necessary and approved by the City Attorney to consummate the conveyance of 2221 Devine Street, Richland County TMS #11312-02-03 from the City of Columbia to Latitude 32 Development, LLC for the sum of Four Million Five Hundred and No/100 (\$4,500,000.00) Dollars.

Requested by:

Assistant City Manager Gentry

Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:


Deputy City Attorney

City Clerk

Introduced:

Final Reading:

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (this "Agreement") is made as of the Effective Date, by and among the **CITY OF COLUMBIA, SOUTH CAROLINA** ("Seller"), and **LATITUDE 32 DEVELOPMENT, LLC**, a South Carolina limited liability company ("Buyer"). Haynsworth Sinkler Boyd, P.A. (the "Escrow Agent") joins in this Agreement for the limited purposes set forth in Section 15. The Effective Date shall be the date the last party executes this Agreement (the "Effective Date").

BACKGROUND

A. Seller is the owner of the following (collectively, the "Property"):

(1) All that land which is located in the City of Columbia, Richland County, South Carolina and described on **Exhibit A** hereto, together with all easements, rights and privileges appurtenant thereto (the "Land");

(2) The building (the "Building") having approximately 90,998 square feet, the parking deck and all improvements, structures, fixtures and parking areas located on the Land and appurtenant thereto (the Building and such improvements, structures, fixtures and parking areas being hereinafter collectively referred to as the "Improvements," and the Land and the Improvements being hereinafter collectively referred to as the "Real Property");

(3) All fixtures, equipment, furniture, furnishings, appliances, supplies, artwork and sculptures and other personal property of every nature and description attached or pertaining to, or otherwise used in connection with, the Real Property and located within the Real Property (the "Personalty");

B. Buyer desires to purchase, and Seller desires to sell, the Property, as provided in this Agreement.

TERMS AND CONDITIONS

In consideration of the mutual covenants and agreements herein contained, and intending to be legally bound hereby, the parties hereto agree as follows:

1. Sale and Purchase.

1.1. Sale. Seller hereby agrees to sell, transfer and convey the Property to Buyer, and Buyer hereby agrees to purchase and accept the Property from Seller, in each case for the Purchase Price (as defined below) and on and subject to the other terms and conditions set forth in this Agreement.

1.2. Project.

(a) The Property shall be redeveloped as a multi-family residential complex with commercial spaces for retail and restaurant use. The Buyer intends to construct 225-250 residential units which will include townhouse units which shall be consistent with first

class units in the downtown area of Columbia (as may be modified by the Final Project Determination (hereinafter defined), the "Project"). The ultimate density and types of units and commercial uses, however, will depend upon structural and engineering parameters, zoning, design guideline requirements, whether adjacent land is acquired for inclusion in the development and whether the Building will be renovated or demolished, all as determined during the Inspection Period (as defined in Section 4.2); Seller and Buyer shall agree on the density of residential uses, the square footage/location of commercial space, and the number/location of parking spaces prior to the end of the Inspection Period and evidence such agreement in writing (the "Final Project Determination"). Either Buyer or Seller may terminate this Agreement prior to the end of the Inspection Period if the Final Project Determination has not been agreed upon. Notwithstanding anything herein to the contrary, if Buyer and Seller do not agree on the Final Project Determination prior to the end of the Inspection Period, Buyer may proceed with the Project utilizing density of residential uses, square footage/location of commercial space and the number/location of parking spaces as are then permitted by applicable zoning ordinances and codes.

(b) The Project shall not be designated, marketed, structured or operated, in whole or in part, as student housing, shall not target students in its marketing and leasing efforts, and shall not be leased by the bed or bedroom; accordingly, the Project shall not meet the definition of a "private dorm" or similar use pursuant to applicable zoning ordinances.

(c) The provisions and restrictions set forth in this section 1.2 shall continue in effect through the date which is seven (7) years after the Buyer receives its permanent certificate of occupancy for the Project (the "Restricted Period") and shall be set forth in a declaration of restrictions (the "Declaration") that shall be recorded immediately prior to the Deed (as hereinafter defined) conveying the Property to the Buyer.

1.3 Upon completion of the required design and construction documents, Buyer shall promptly apply for all permits and approvals necessary for construction of the Project (the "Permits/Approvals") and shall use commercially reasonable best efforts to diligently pursue all Permits/Approvals to issuance as expeditiously as possible.

1.4 The Seller shall have a right of first refusal if the Buyer desires to sell, transfer or convey the Property or any portion thereof, which shall include the transfer of membership interests in the Buyer which, together with any other such transfer, constitutes a controlling interest in the Buyer, at any time during the Restricted Period. If Buyer has an offer (the "Offer") for the Property or such membership interests in the Buyer that Buyer desires to accept, Buyer shall notify Seller in writing and provide a copy of such Offer; Seller shall have thirty (30) days from receipt of such notice from Buyer in which to determine if Seller desires to exercise its right of first refusal to purchase the Property or the membership interest on the terms and conditions set forth in the Offer, as modified herein, and Seller shall notify Buyer in writing of its determination; failure of Seller to timely notify Buyer shall be deemed as Seller's election not to exercise its right of first refusal. If Seller does elect to exercise its right of first refusal to acquire the Property or the membership interest, notwithstanding anything to the contrary in the Offer, the closing shall occur on or before the day that is ninety (90) days after Seller's notice of such election to Buyer, there shall be no title exceptions encumbering the Property other than those on the Closing Date (and all mortgages, liens, assignments and other financing documents

of Buyer shall be removed and satisfied). The provisions of this Section 1.4 shall be set forth in the Deed conveying the Property to the Buyer.

1.5 Buyer intends to redevelop the parking deck to include parking for residents and guests. The Property currently has approximately 313 parking spaces, consisting of approximately 168 surface lot spaces and approximately 145 deck spaces (the “Existing Parking Spaces”). A minimum of 50 spaces will be allocated at all times for public use excluding uses in connection with the Project (the “Public Parking Spaces”). Those spaces utilized by the public shall require payment based upon time of use. It is anticipated that only a minimum number of parking spaces will be reserved, so most parking spaces will be utilized on a so called first-come-first-serve basis. Fees to be charged for these Public Parking Spaces shall not exceed the market parking rates in the Five Points area. If the Final Project Determination includes parking in excess of the Existing Parking Spaces, the Seller and Buyer agree to increase the number of Public Parking Spaces by an amount reasonably acceptable to both parties; if both Buyer and Seller have not agreed on such additional Public Parking Spaces within fifteen (15) days after the date of the Final Project Determination, and included such agreement in the Public Parking Agreement (as hereinafter defined), either Buyer or Seller may terminate this Agreement. The Buyer shall provide the Seller with monthly reports on the status of the Public Parking Spaces and their utilization, including but not limited to number of spaces on weekly or monthly leases. The parties shall enter into an agreement at Closing more specifically describing the allocation of Public Parking Spaces (the “Public Parking Agreement”); the Public Parking Agreement shall be negotiated and agreed upon by Buyer and Seller during the Inspection Period and either Buyer or Seller may terminate this Agreement prior to the end of the Inspection Period if the Public Parking Agreement has not been agreed upon. .

2. Purchase Price. The total purchase price for the Property the “Purchase Price”) shall be FOUR MILLION FIVE HUNDRED THOUSAND AND 00/100 DOLLARS (\$4,500,000.00).

2.1. Deposit.

(a) Within two (2) business days after the execution and delivery of this Agreement by all parties, Buyer shall deliver to Escrow Agent, in immediately available funds, to be held in escrow and delivered in accordance with this Agreement, a cash or wire transfer deposit in the amount of FIFTY THOUSAND AND 00/100 DOLLARS (\$50,000.00) (together with any interest earned thereon, the “Initial Deposit”). Unless Buyer terminates this Agreement during the Initial Inspection Period (hereinafter defined), Buyer shall, within one (1) business day after the expiration of the Initial Inspection Period, deliver to Escrow Agent, in immediately available funds, to be held in escrow and delivered in accordance with this Agreement, an additional cash or wire transfer deposit in the amount of ONE HUNDRED FIFTY THOUSAND AND 00/100 DOLLARS (\$150,000.00) (together with any interest earned thereon, the “Additional Deposit”). The Initial Deposit and the Additional Deposit, after the Additional Deposit is delivered to Escrow Agent, are referred to herein as the “Deposit.” Subsequent to deposit of the Additional Deposit, the entire Deposit shall be nonrefundable to Buyer except as otherwise expressly provided herein.

2.2. Payment at Closing.

(a) At the consummation of the transaction contemplated hereby (the “Closing”), Buyer shall deliver to Escrow Agent, in immediately available funds, cash or wire transfer in an amount equal to the Purchase Price less the Deposit. The Purchase Price less the Deposit, subject to other adjustments and apportionments as set forth herein, shall be paid at Closing by wire transfer of immediately available funds, transferred to Escrow Agent.

(b) The delivery and recording of documents and the disbursement of funds shall be effectuated through Buyer’s and Seller’s South Carolina counsel and the Escrow Agent at the Closing and pursuant to the closing instructions from the parties hereto, which closing instructions shall not modify or diminish the parties’ respective obligations hereunder. Notwithstanding anything to the contrary in this Agreement, the Closing shall be conducted in accordance with the requirements of South Carolina with respect to its unauthorized practice of law requirements.

3. Representations and Warranties of Seller. Seller represents and warrants to Buyer as follows:

3.1. Authority. Seller is a municipal corporation in the State of South Carolina. Seller has all requisite power and authority to enter into this Agreement and perform its obligations hereunder. The execution and delivery of this Agreement have been duly authorized by Seller.

3.2. No Conflict. To Seller’s actual knowledge, the execution and delivery of this Agreement and the consummation of the transactions contemplated hereunder, on the part of Seller does not and will not conflict with or result in the breach of any material terms or provisions of, or constitute a default under, or result in the creation or imposition of any lien, charge, or encumbrance upon any of the Property by reason of, the terms of any contract, mortgage, lien, lease, agreement, indenture, instrument or judgment to which Seller is a party or which is or purports to be binding upon Seller, or which otherwise affects Seller, which will not be discharged, assumed or released at Closing.

3.3. Leases. There are no leases currently in effect which affect the Real Property.

3.4. Contracts. There are no construction, management, leasing, service, equipment, supply, maintenance or concession agreements in effect with respect to the any portion of the Property, except for agreements with Johnson Controls (alarm systems), Otis Elevator (elevator maintenance), First Impressions (janitorial), Hoffman Mechanical Solutions (HVAC) and Omega Landscaping LLC (landscaping).

3.5. Litigation. Except as disclosed on Exhibit C attached hereto, there is no action, suit or proceeding in court or arbitration which is pending or, to Seller’s actual knowledge, threatened against or affecting any portion of the Property or arising out of the ownership, management or operation of the Property.

3.6. No Other Options. Other than this Agreement, no portion of the Property is subject to any outstanding agreement(s) of sale or options to purchase, rights of first refusal to purchase or other rights of purchase.

3A. Limitations Regarding Representations and Warranties.

(a) As used in this Agreement, or in any other agreement, document, certificate or instrument delivered by Seller to Buyer, the phrase “to Seller’s actual knowledge”, “to the best of Seller’s actual knowledge” or any similar phrase shall mean the actual, not constructive or imputed, knowledge of Melissa Gentry in her capacity as Assistant City Manager of the Seller and not individually, without any obligation on such individual's part to make any independent investigation of the matters being represented and warranted, or to make any inquiry of any other persons, or to search or examine any files, records, books, correspondence and the like.

(b) Except as stated in Seller’s representations and warranties set forth herein, Seller shall not have any liability whatsoever to Buyer, with respect to (i) any matters disclosed in any document delivered to Buyer by Seller prior to the date of this Agreement or on any exhibit attached hereto, (ii) any information of which Buyer obtains actual knowledge prior to the Closing Date, or (iii) any other information disclosed in writing to Buyer by Seller after the date hereof and prior to the Closing (all such matters being referred to herein as “Exception Matters”), whether or not Closing occurs hereunder.

4. Inspection Period; Access; Purchase “As Is”. To the extent in Seller's possession, Seller has delivered, or shall deliver to Buyer within ten (10) business days following the Effective Date of this Agreement (the “Property Materials Delivery Date”), or make available to Buyer electronically, or, if unavailable electronically, at the offices of Seller, the materials as set forth on **Exhibit D** attached hereto relating to the Property and such other documents as Seller may make available to Buyer (all such items hereafter referred to as the “Property Materials”), except for any materials which are confidential, privileged or proprietary in nature, such as (but not limited to) internal memoranda and analyses, appraisals, financial projections, client and investor correspondence and other similar materials (the “Proprietary Materials”). If Seller does not provide the Property Materials within ten (10) business days after the Effective Date, the Initial Inspection Period shall be extended for a period equal to the number of days after the Property Materials Delivery Date that Buyer receives all Property Materials. Buyer hereby acknowledges and agrees that (a) Seller has not independently verified the accuracy of completeness of any of the Property Materials, (b) Seller makes no representation or warranty, express or implied, as to the accuracy, completeness or content of the Property Materials, and (c) neither Seller shall have any liability to Buyer as a result of any inaccuracy or incompleteness of any of the Property Materials. In the event that the Closing does not occur in accordance with the terms of this Agreement, Buyer shall return to Seller all of the documents, material or information regarding the Property supplied to Buyer by Seller.

4.1. During the Inspection Period (as defined below), Buyer, its agents and representatives, shall be entitled to enter upon the Real Property from time to time, upon receipt by Seller of notice (which may be verbal) at least one (1) business day in advance of the intended entry, to perform inspections and tests of the Real Property expressly permitted under this Agreement, including surveys, non-invasive environmental studies, non-invasive examinations and tests of structural and mechanical systems within the Improvements, all subject to all of the rights, obligations and limitations set forth in this Section 4.1.

Notwithstanding the foregoing, Buyer, its agents, contractors, consultants, employees, designees, representatives, engineers, subcontractors, accountants or attorneys (collectively, "Buyer's Agents") shall not be permitted to interfere unreasonably with Seller's use of the Property. Buyer acknowledges and agrees that Buyer's right to conduct physically invasive testing, including without limitation, soil sampling/testing, the penetration of walls or ceilings or the penetration of foundation slab, shall be subject to Seller's prior consent thereto, which consent may not be unreasonably withheld. Seller acknowledges that certain geotechnical engineering and soil sampling will be required to determine whether additional improvements may be constructed on the Land. In addition, certain of the existing Improvements may need to be invasively tested and/or penetrated to address any environmental and/or structural integrity concerns. Buyer shall provide to Seller in writing at least three (3) business days prior to the desired access date the reasons for, scope and parameters of, and names and contact information of parties to perform the required invasive testing; such information shall be provided to Missy Gentry (Missy.Gentry@columbiasc.gov), Gregory Taylor (Gregory.Taylor@columbiasc.gov) and Martin Moore (Martin.Moore@cbre.com) via email. Within three (3) business days of receipt, Seller shall provide notice to Buyer of its consent or any objection to such invasive testing (the "Inspection Notice Period"); if Seller does not respond within the Inspection Notice Period, Seller shall be deemed to have consented to such testing. Seller shall provide an explanation of any objection. Buyer and Seller agree to work cooperatively to allow reasonable testing at reasonable locations. Buyer shall promptly repair any damage to the Property caused by any such inspections, samples, tests or investigations performed under this Section.

Buyer hereby agrees to indemnify and hold harmless each Seller, their respective members, trustees, beneficiaries and the shareholders, officers, directors, employees, agents, partners, members, successors and assigns of each of the foregoing (collectively, the "Indemnified Parties") from and against any mechanics' lien or claim therefor, any claim, cause of action, lawsuit, damage, liability, loss, cost or expense (including, without limitation, attorneys' fees) arising out of any (i) entry on to the Real Property by Buyer or any of Buyer's Agents or (ii) out of any inspections, samples, investigations or tests conducted by Buyer or any of Buyer's Agents; provided, however, the indemnity in clause (ii) of this sentence shall not apply to any liability, clean-up expense, diminution in value, lost profits, consequential damages or special damages arising out of any condition discovered as a result of such inspections, samples, investigations or tests so long as such condition was not actually caused or exacerbated by Buyer or Buyer's Agents. Prior to any entry upon the Real Property by Buyer or any of Buyer's Agents, Buyer shall deliver to Seller an original certificate acknowledging an endorsement to the commercial general liability insurance policy of Buyer and/or any of Buyer's Agents, as applicable, which evidences that Buyer and/or any of Buyer's Agents, as applicable, are carrying a commercial general liability insurance policy covering (i) the activities of Buyer and/or any Buyer's Agents, as applicable, on or upon the Real Property, and (ii) Buyer's indemnity obligation above. Such endorsement to such insurance policy shall evidence that such insurance policy shall have a per occurrence limit of at least \$1,000,000 and an aggregate limit of at least \$2,000,000, shall name Seller as an additional insured, shall be primary and non-contributing with any other insurance available to Seller, shall contain a full waiver of subrogation clause, and insure Buyer's indemnity obligations hereunder.

The provisions of this Section 4.1 shall survive Closing or the termination of this Agreement.

4.2. Inspection Period.

(a) The term “Initial Inspection Period,” as used herein, shall mean the period ending at 5:00 p.m. Eastern Time Zone (U.S.A.) on the date which is one hundred eighty (180) days following the Effective Date. Buyer may terminate this Agreement in its sole discretion for any reason, or for no reason at all, by giving written notice of such election to Seller on any day prior to and including the final day of the Inspection Period, in which event the Initial Deposit shall be returned to Buyer and, except as expressly set forth herein, neither party shall have any further liability or obligation to the other hereunder. In the absence of such written notice, the contingency provided for in this Section 4.2 (a) no longer shall be applicable, and this Agreement shall continue in full force and effect. The Additional Deposit shall be deposited with the Escrow Agent within one (1) business day after the expiration of the Inspection Period.

(b) If Buyer has entered into one or more valid and binding contracts to acquire land contiguous to the Property (the “Adjacent Land”) to be incorporated into the Project and provides copies of such contract(s) to the Seller on or prior to the date which is ninety (90) days after the Effective Date, then the Buyer, at its option, may extend the Initial Inspection Period for an additional ninety (90) days to the date which is two hundred seventy (270) days after the Effective Date (the “Extended Inspection Period”). All testing, inspection and assessments of the Property shall be done within the Initial Inspection Period; the Extended Inspection Period shall be solely for the purpose of allowing Buyer time to incorporate the Adjacent Land into the Project plan. Buyer may terminate this Agreement in its sole discretion for any reason relating to the incorporation of the Adjacent Property into the Project plans by giving written notice of such reason to Seller on any day prior to and including the final day of the Extended Inspection Period, in which event the Initial Deposit and the Additional Deposit shall be returned to Buyer and, except as expressly set forth herein, neither party shall have any further liability or obligation to the other hereunder. In the absence of such written notice, the contingency provided for in this Section 4.2(b) no longer shall be applicable, and this Agreement shall continue in full force and effect.

(c) The Initial Inspection Period and the Extended Inspection Period are sometimes referred to together as the “Inspection Period”.

(d) If any date on which the expiration of the Inspection Period would occur by operation of this Agreement is either a weekend day or a federal or state holiday, the expiration of the Inspection Period shall occur at 5:00 p.m. Eastern Time Zone (U.S.A.) on the next business day.

(e) Upon any termination of this Agreement as provided in this section 4.2, Buyer shall deliver a list of all third party vendors utilized by Buyer in its

investigation and assessment of the Property; at Seller's option, Seller may purchase from Buyer all third party surveys, title commitments, engineering reports, environmental audits and other third party studies and reports generated by or for Buyer in connection with the Property for 75% of the price Buyer paid for such items.

(f) Buyer agrees to diligently pursue completion of all assessments, studies, testing, inspections and Project plans during the Inspection Period.

(g) If, prior to the end of the Inspection Period, Buyer determines that it needs additional time to complete its investigations and assessments of the Property, Buyer shall give written notice to Seller requesting a specified extension of the Inspection Period; Seller shall consider such request in its reasonable discretion.

4.3. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT AND IN THE SELLER CLOSING DOCUMENTS (AS DEFINED BELOW), IT IS UNDERSTOOD AND AGREED THAT SELLER IS NOT MAKING AND HAS NOT AT ANY TIME MADE ANY WARRANTIES OR REPRESENTATIONS OF ANY KIND OR CHARACTER, EXPRESS OR IMPLIED, WITH RESPECT TO THE PROPERTY, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OR REPRESENTATIONS AS TO HABITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

BUYER ACKNOWLEDGES AND AGREES THAT UPON CLOSING SELLER SHALL SELL AND CONVEY TO BUYER AND BUYER SHALL ACCEPT THE PROPERTY "AS IS, WHERE IS, WITH ALL FAULTS", EXCEPT TO THE EXTENT EXPRESSLY PROVIDED OTHERWISE IN THIS AGREEMENT OR IN THE SELLER CLOSING DOCUMENTS. BUYER HAS NOT RELIED AND WILL NOT RELY ON, AND SELLER IS NOT LIABLE FOR OR BOUND BY, ANY EXPRESS OR IMPLIED WARRANTIES, GUARANTIES, STATEMENTS, REPRESENTATIONS OR INFORMATION PERTAINING TO THE PROPERTY OR RELATING THERETO (INCLUDING SPECIFICALLY, WITHOUT LIMITATION, ANY PROSPECTUS DISTRIBUTED WITH RESPECT TO THE PROPERTY) MADE OR FURNISHED BY SELLER, THE MANAGERS OF THE PROPERTY, OR ANY REAL ESTATE BROKER OR AGENT REPRESENTING OR PURPORTING TO REPRESENT SELLER, TO WHOMEVER MADE OR GIVEN, DIRECTLY OR INDIRECTLY, ORALLY OR IN WRITING, UNLESS SPECIFICALLY SET FORTH IN THIS AGREEMENT OR IN THE SELLER CLOSING DOCUMENTS. BUYER ALSO ACKNOWLEDGES THAT THE PURCHASE PRICE REFLECTS AND TAKES INTO ACCOUNT THAT THE PROPERTY IS BEING SOLD "AS-IS."

BUYER REPRESENTS TO SELLER THAT BUYER HAS CONDUCTED, OR WILL CONDUCT PRIOR TO CLOSING, SUCH INVESTIGATIONS OF THE PROPERTY, INCLUDING BUT NOT LIMITED TO, THE PHYSICAL AND ENVIRONMENTAL CONDITIONS THEREOF, AS BUYER DEEMS NECESSARY OR DESIRABLE TO SATISFY ITSELF AS TO THE CONDITION OF THE PROPERTY AND THE EXISTENCE OR NONEXISTENCE OR CURATIVE ACTION TO BE TAKEN WITH RESPECT TO ANY HAZARDOUS OR TOXIC SUBSTANCES ON OR DISCHARGED

FROM THE PROPERTY, AND WILL RELY SOLELY UPON SAME AND NOT UPON ANY INFORMATION PROVIDED BY OR ON BEHALF OF SELLER OR ITS AGENTS OR EMPLOYEES WITH RESPECT THERETO. UPON CLOSING, BUYER SHALL ASSUME THE RISK THAT ADVERSE MATTERS, INCLUDING BUT NOT LIMITED TO, CONSTRUCTION DEFECTS AND ADVERSE PHYSICAL AND ENVIRONMENTAL CONDITIONS, MAY NOT HAVE BEEN REVEALED BY BUYER'S INVESTIGATIONS, AND, SUBJECT TO BUYER'S RIGHTS UNDER SECTION 10.2, BUYER, UPON CLOSING, SHALL BE DEEMED TO HAVE WAIVED, RELINQUISHED AND RELEASED SELLER AND THE INDEMNIFIED PARTIES FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION (INCLUDING CAUSES OF ACTION IN TORT), LOSSES, DAMAGES, LIABILITIES, COSTS AND EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES) OF ANY AND EVERY KIND OR CHARACTER, KNOWN OR UNKNOWN, WHICH BUYER MIGHT HAVE ASSERTED OR ALLEGED AGAINST SELLER AND THE INDEMNIFIED PARTIES AT ANY TIME BY REASON OF OR ARISING OUT OF ANY LATENT OR PATENT CONSTRUCTION DEFECTS OR PHYSICAL CONDITIONS, VIOLATIONS OF ANY APPLICABLE LAWS AND ANY AND ALL OTHER ACTS, OMISSIONS, EVENTS, CIRCUMSTANCES OR MATTERS REGARDING THE PROPERTY EXCEPT AS MAY ARISE FROM A BREACH OF ANY REPRESENTATION, WARRANTY, COVENANT OR AGREEMENT OF SELLER SET FORTH IN THIS AGREEMENT OR IN THE SELLER CLOSING DOCUMENTS.

THE PROVISIONS OF THIS SECTION SHALL SURVIVE CLOSING OR ANY TERMINATION OF THIS AGREEMENT.

4.4. Title and Survey Matters. No later than twenty (20) days prior to the end of the Initial Inspection Period, Buyer shall, at Buyer's sole cost and expense, obtain a title report or commitment issued by a title insurance company licensed to do business in South Carolina (the "Title Commitment") with respect to the Real Property. Buyer may, at Buyer's sole cost and expense, obtain an updated survey or new survey of the Real Property (in either case, the "Survey") no later than twenty (20) days prior to the end of the Initial Inspection Period. Buyer shall provide Seller with copies of the Title Commitment and the Survey received by Buyer promptly following Buyer's receipt of same. Buyer shall have until the date which is fifteen (15) days prior to the end of the Initial Inspection Period to approve or disapprove matters disclosed thereby and to give written notice to Seller ("Objection Notice") of any disapproval thereof, indicating in reasonable detail the nature and reasons for Buyer's objection (any such matter or matters to which Buyer objects, are hereinafter, "Objections"); and failure to give an Objection Notice shall constitute Buyer's approval of all such matters. Within ten (10) days after receiving Buyer's Objection Notice ("Seller's Title Notice Period") Seller shall send notice to Buyer (the "Seller's Response"), advising whether Seller intends to attempt to cure such Objections, but Seller shall have no obligation whatsoever to attempt to cure any such Objections except for mortgages placed on any portion of the Property by Seller and mechanics liens encumbering any portion of the Property resulting from contracts entered into by Seller, (the "Company Liens"). Seller's failure to timely deliver a Seller's Response shall be deemed Seller's notice it that will not to attempt to cure such Objections. If Seller's Response states that Seller will not to attempt to cure such Objections, Buyer may, prior to the expiration of the Initial Inspection Period elect to terminate this Agreement by written notice to Seller in which event the Initial Deposit shall be returned to Buyer; provided, if Buyer does not so terminate this Agreement prior to the

expiration of the Initial Inspection Period, Buyer shall be deemed to have waived any Objections other than the Company Liens and agreed to accept title subject thereto, without reduction in the Purchase Price. If Seller's Response states that Seller shall attempt to cure such Objections, Seller shall have until the Closing Date (the "Title Cure Period") within which to cure the Objections. Seller shall be obligated to satisfy any Company Liens and may satisfy same at Closing from its Closing proceeds. Upon notice to Buyer at least three (3) business days prior to the Closing Date, Seller shall have the right to extend the Closing Date for up to thirty (30) days in order to effectuate any such cure. If Seller's Response states its intention to attempt to effectuate such cure and Seller fails to actually effectuate such cure within the Title Cure Period, Buyer's sole rights with respect thereto shall be to terminate this Agreement prior to Closing and receive a refund of the Initial Deposit hereunder; provided if Buyer does not so terminate this Agreement prior to Closing, Buyer shall be deemed to have waived any Objections to any such Title Commitment or Survey matters other than Company Liens, and Buyer shall be deemed to have agreed to accept title subject thereto, without reduction in the Purchase Price.

The parties agree that if the Title Commitment is updated following the expiration of the Initial Inspection Period such that any new title matter that was not of record as of the date of the Title Commitment is disclosed, which is objectionable to Buyer in its reasonable discretion and (i) which arose through Seller following the Effective Date, and (ii) which would have a material adverse effect on the development of the Project on the Property, then Buyer shall have the right to object to the same within five (5) business days after the same is disclosed to Buyer (in which event the Closing, if it otherwise is scheduled to occur earlier, shall be extended until the expiration of such five (5) business day period). If such new objection(s) is not cured (provided that Seller shall have no obligation to cure any such objections) prior to the Closing Date, then Buyer shall have the right to terminate this Agreement and receive a prompt refund of the Deposit.

5. Conditions Precedent to Buyer's Obligations. All of Buyer's obligations hereunder are expressly conditioned on the satisfaction at or before the time of Closing hereunder, or at or before such earlier time as may be expressly stated below, of each of the following conditions (any one or more of which may be waived in writing in whole or in part by Buyer, at Buyer's option) (the "Buyer Conditions"):

5.1. Accuracy of Representations. All of the representations and warranties of Seller contained in this Agreement shall have been true and correct in all material respects as of the date of this Agreement, and, except for Exception Matters that do not (a) result from Seller's breach of any of its covenants in this Agreement or (b) materially and adversely affect the value to Buyer of the transactions contemplated by this Agreement, shall be true and correct in all material respects on the date of Closing with the same effect as if made on and as of such date.

5.2. Performance. Seller shall have performed, observed and complied with all material covenants, agreements and conditions required by this Agreement to be performed, observed and complied with on its part prior to or as of Closing hereunder.

5.3. Documents and Deliveries. All instruments and documents required on the Seller's part to effectuate this Agreement and the transactions contemplated hereby

(including the Seller Closing Documents) shall be delivered to Buyer and shall be in the form and substance consistent with the requirements herein.

5.4. [Intentionally Deleted]

5.5. Public Parking Agreement. Execution of the Public Parking Agreement in the form agreed upon by Buyer and Seller during the Inspection Period.

5.6 Abandoned Building Certification. Certification by the City of Columbia in the form of a Resolution of the City Council certifying that the Building is an abandoned building as defined in Section 12-67-120 of the South Carolina Code of Laws, as amended; provided that Buyer has delivered all required information for such certification to the appropriate City official no later than forty five (45) days after the Effective Date.

If any of the above Buyer Conditions to Closing are not completed prior to the Closing Date to the full satisfaction of Buyer, in its sole and absolute discretion, Buyer, as its sole right in such event, shall by the Closing Date either (i) waive any unsatisfied Buyer Conditions to Closing and proceed to Closing or (ii) terminate this Agreement by written notice to Seller on or before the Closing Date. Upon any termination under this paragraph, the Deposit shall be returned to Buyer and Buyer shall deliver a list of all third party vendors utilized by Buyer in its investigation and assessment of the Property; at Seller's option, Seller may purchase from Buyer all third party surveys, title commitments, engineering reports, environmental audits and other third party studies and reports generated by or for Buyer in connection with the Property for 75% of the price Buyer paid for such items. If the Closing occurs, any unsatisfied Buyer Conditions to Closing, unless otherwise agreed, shall be deemed waived by Buyer.

5A. Conditions Precedent to Seller's Obligations. All of Seller's obligations hereunder are expressly conditioned on the satisfaction at or before the time of Closing hereunder, or at or before such earlier time as may be expressly stated below, of each of the following conditions (any one or more of which may be waived in writing in whole or in part by Seller, at Seller's option) (the "Seller Conditions"):

5A.1 Accuracy of Representations. All of the representations and warranties of Buyer contained in this Agreement shall have been true and correct in all material respects as of the date of this Agreement, and shall be true and correct in all material respects on the date of Closing with the same effect as if made on and as of such date.

5A.2 Performance. Buyer shall have performed, observed and complied with all material covenants, agreements and conditions required by this Agreement to be performed, observed and complied with on its part prior to or as of Closing hereunder.

5A.3 Documents and Deliveries. All instruments and documents required on the Buyer's part to effectuate this Agreement and the transactions contemplated hereby (including the Buyer Closing Documents) shall be delivered to Seller and shall be in the form and substance consistent with the requirements herein.

5A. 4 [Intentionally Deleted]

5A.5 Public Parking Agreement. Execution of the Public Parking Agreement in the form agreed upon by Buyer and Seller during the Inspection Period.

If any of the above Seller Conditions to Closing are not completed prior to the Closing Date to the full satisfaction of Seller, in its sole and absolute discretion, Seller, as its sole right in such event, shall by the Closing Date either (i) waive any unsatisfied Seller Conditions to Closing and proceed to Closing or (ii) terminate this Agreement by written notice to Buyer on or before the Closing Date. Upon any termination under this paragraph, the Deposit shall be returned to Buyer and, upon Seller's request, Buyer shall deliver to Seller copies of all third party surveys, title commitments, engineering reports, environmental audits and other third party studies and reports generated by or for Buyer in connection with the Property (but without any representations or warranties by Buyer with respect to the completeness, accuracy, truthfulness or content of any such studies or reports, and with respect to which, Seller shall rely upon the same at its sole risk). If the Closing occurs, any unsatisfied Seller Conditions to Closing, unless otherwise agreed, shall be deemed waived by Seller.

5B. Agreement Negotiation/Form. Seller and Buyer agree to work cooperatively to agree on a form of each of the agreements set forth in Buyer's Condition to Closing prior to the end of the Inspection Period, each agreement containing such terms and provisions as are reasonably satisfactory to both parties. In the event all or any of the above said agreements have not been finalized to the reasonable satisfaction of the parties herein by the end of the Inspection Period, either Buyer or Seller may terminate this Agreement, whereupon the Deposit shall be returned to Purchaser and the rights and obligations of the parties herein shall be deemed terminated except those provisions expressly stated to survive termination. Upon any such termination, Buyer shall, upon Seller's request, deliver to Seller copies of all third party surveys, title commitments, engineering reports, environmental audits and other third party studies and reports generated by or for Buyer in connection with the Property (but without any representations or warranties by Buyer with respect to the completeness, accuracy, truthfulness or content of any such studies or reports, and with respect to which, Seller shall rely upon the same at its sole risk). Any such notice of termination shall be provided in writing to the other party.

6. Pre-Closing Matters.

6.1. Operation of Real Property. From and after the Effective Date of this Agreement, Seller shall operate, maintain and manage the Real Property in the same manner as Seller has in the past. Notwithstanding anything to the contrary in this Agreement, Seller may allow short-term use of the Property to support City operations and/or community events and may lease parking on the Property for daily, monthly and/or event use, provided that all such uses are terminated prior to the Closing Date and provided further that such use does not unreasonably interfere with Buyer's due diligence hereunder.

6.2. Infrastructure Tax Credit. The City will use reasonable efforts to assist the Buyer in obtaining an Ordinance and/or Resolution of the City of Columbia and of Richland County authorizing and approving the application of a 50% infrastructure credit against property

taxes to offset the cost of the parking structure and other public infrastructure; provided, however, that the obtaining of such ordinances and/or resolutions shall not be a condition to Closing. Buyer shall submit all required documentation for such tax credit to the City and Richland County no later than forty five (45) days after the Effective Date.

6.3. No Marketing of Property. During the pendency of this Agreement, Seller shall not enter into any contract or other written agreement for sale of any portion of the Property, or cause or allow any party directly or indirectly controlled by Seller to enter into any contract or other written agreement for sale of any portion of the Property with any other party, nor will it agree to do so.

6.4. No Liens on Property. During the pendency of this Agreement, Seller shall not voluntarily create any liens, easements or other conditions affecting any portion of the Property, without the prior written consent of Buyer, unless such lien, easement or other condition will be cancelled or discharged at Closing, and in such case, such consent shall not be unreasonably withheld, conditioned or delayed.

7. Closing; Deliveries.

7.1. Time of Closing. The Closing shall take place on the date which is thirty (30) days following the expiration of the Inspection Period (subject, however, to extension pursuant to Section 4.5) or such earlier date as the parties may agree to (such date, the "Closing Date") at the offices of the Escrow Agent or by mail, under the supervision of Buyer's and Seller's South Carolina counsel, unless otherwise agreed to in writing by both Seller and Buyer (the parties hereby agreeing that all deliveries may be mailed into escrow with Escrow Agent and neither party shall be required to appear at the offices of Escrow Agent). If any date on which the Closing would occur by operation of this Agreement is either a weekend day or a federal or state holiday, the Closing shall occur on the next business day.

7.2. Seller Deliveries. At Closing, Seller shall deliver to Escrow Agent the following, each of which shall be in a form reasonably satisfactory to the parties hereto ("Seller Closing Documents"):

7.2.1. A limited warranty deed (the "Deed") to the Real Property from Seller, duly executed and acknowledged by Seller, subject only to such title matters as are approved (or deemed approved) pursuant to Section 4.5.

7.2.2. A bill of sale for the Personalty from Seller, duly executed by Seller.

7.2.3. An owner's affidavit sufficient for Buyer's title insurer to issue, without extra charge, an owner's policy of title insurance free of any exceptions for unfiled mechanics' or materialmen's liens for work performed by Seller prior to Closing, or for rights of parties in possession; provided that such affidavit shall not contain any indemnifications from the Seller.

7.2.4. A Non-Foreign Affidavit as required by FIRPTA with respect to the sale of the Property, duly executed by Seller.

7.2.5. A certification by Seller that all representations and warranties made by Seller in Article 3 of this Agreement are true and correct in all material respects on the date of Closing, except as may be set forth in such certificate.

7.2.6. Keys or combinations to all locks at the Real Property, to the extent in Seller's possession. Buyer hereby acknowledges and agrees that Seller shall be permitted to make the items described in this Section 7.2.7 available to Buyer at the Real Property in lieu of delivering them to Escrow Agent.

7.2.7. The Public Parking Agreement and a memorandum thereof, to be recorded at Closing.

7.2.8. The Declaration.

7.2.9. All other instruments and documents reasonably required to effectuate this Agreement and the transactions contemplated thereby.

7.3. Buyer Deliveries. At Closing, Buyer shall deliver to Escrow Agent the following:

7.3.1. In accordance with Seller's instructions, wire transfer in the amounts required under Section 2.2 hereof (subject to the adjustments provided for in this Agreement).

7.3.2. A certification by Buyer that all representations and warranties made by Buyer in Article 16 of this Agreement are true and correct in all material respects on the date of Closing.

7.3.3. The Public Parking Agreement and a memorandum thereof, to be recorded at Closing.

7.3.4. [Intentionally Deleted]

7.3.5. All other instruments and documents reasonably required to effectuate this Agreement and the transactions contemplated thereby.

8. Apportionments; Taxes; Expenses.

8.1. Apportionments. Seller shall deliver to Buyer a draft settlement statement reflecting the proration of amounts relating to the Property on or before five (5) business days prior to Closing.

8.1.1. Taxes and Operating Expenses. All real estate taxes, charges and assessments affecting the Property ("Taxes"), and all charges for water, electricity, sewer rental, gas, telephone and all other utilities ("Operating Expenses"), shall be prorated on a per diem basis as of the date of Closing. Buyer shall be entitled to all income and responsible for all expenses for the period beginning at 12:01 a.m. (Eastern Time Zone (U.S.A.)) on the date of Closing, except as set forth herein. If any Taxes have not been finally assessed as of the date of

Closing for the current fiscal year of the taxing authority, then the same shall be adjusted at Closing based upon the most recently issued bills therefor, and shall be re-adjusted when and if final bills are issued. If any Operating Expenses cannot conclusively be determined as of the date of Closing, then the same shall be adjusted at Closing based upon the most recently issued bills thus far, and shall be re-adjusted when and if final bills are issued. Buyer hereby agrees to assume all non-delinquent assessments affecting the Property, whether special or general.

8.1.2. Items Customarily Prorated. Any items not specified in this Section 8.1 which are customarily prorated, apportioned or adjusted in commercial transactions in the State of South Carolina shall be prorated, apportioned or adjusted, as applicable, of the date of Closing.

8.1.3. Correction of Prorations. In the event any prorations, apportionments, adjustments, or computation shall prove to be incorrect for any reason (including errors or omissions), then either party shall be entitled to an adjustment to correct the same within thirty (30) days after written notice to the other party, provided that all such adjustments shall be made, if at all, on or before a date which is one hundred fifty (150) days after the calendar year in which the Closing occurs.

8.1.4. Survival. The provisions of this Section 8.1 shall survive the Closing to the extent any monies may be payable pursuant to this Section 8.1 to either party subsequent to the transfer of title to the Property to Buyer.

8.2. Closing Costs. Seller shall pay transfer taxes and documentary stamps and/or similar taxes or charges and costs (other than recording or filing fees) due upon the transfer of the Real Property in Columbia, South Carolina in connection with the transaction contemplated hereby, and payment of all Company Liens, if applicable. Buyer agrees to pay recording costs imposed upon recordation of the Deed for the Real Property. Buyer shall also pay all title insurance premiums and costs (including the costs of endorsements), the cost of the Survey, the costs of its due diligence studies and reports, and the costs and fees of the Escrow Agent. Seller and Buyer shall each pay the costs of its own counsel.

9. Damage or Destruction; Condemnation; Insurance.

If at any time prior to the date of Closing there is damage or destruction to the Real Property excluding the need for roof repair or the installation of a new roof, the cost for repair of which exceeds an amount equal to \$200,000 and the Real Property cannot be restored to its original condition prior to Closing, or if all or any material portion of the Real Property is condemned or taken by eminent domain proceedings by any public authority, then, at the option of Buyer, this Agreement shall terminate, and the Deposit shall be returned to Buyer, and except as expressly set forth herein, neither party shall have any further liability or obligation to the other hereunder.

If there is any damage or destruction or condemnation or taking, regardless of the cost of any repair, and if Buyer elects not to terminate this Agreement as therein provided, then (1) in the case of a taking, all condemnation proceeds paid or payable to Seller shall belong to Buyer and shall be paid over and assigned to Buyer at Closing; and (2) in the case of a casualty,

Seller shall assign to Buyer all rights to any insurance proceeds paid or payable under the applicable insurance policies, less any costs of collection and any sums expended in restoration, and Seller's deductible shall be a credit to Buyer against the Property Purchase Price.

10. Remedies.

10.1. Pre-Closing Buyer Default. In the event Buyer breaches or fails, without legal excuse to complete the purchase of the Property or to perform its obligations under this Agreement, then Seller shall, as its sole remedy therefor, be entitled to receive the Deposit, plus all interest earned and accrued thereon, as liquidated damages (and not as a penalty) in lieu of, and as full compensation for, all other rights or claims of Seller against Buyer by reason of such default (other than with respect to the indemnification and restoration obligations of Buyer contained herein). Thereupon this Agreement shall terminate and the parties shall be relieved of all further obligations and liabilities hereunder, except as expressly set forth herein. Buyer and Seller acknowledge that the damages to Seller resulting from Buyer's breach would be difficult, if not impossible, to ascertain with any accuracy, and that the liquidated damage amount set forth in this Section represents both parties' best efforts to approximate such potential damages.

10.2. Pre-Closing Seller Default. In the event Seller breaches or fails, without legal excuse, to complete the sale of the Property or to perform its pre-Closing obligations under this Agreement or if any of Seller's representations contained herein was untrue in any material respect as of the date of this Agreement and the Closing Date, Buyer may, as its sole remedy therefor, subject to Section 3A(b), either (i) enforce specific performance of this Agreement against Seller, or (ii) terminate this Agreement and receive a return of the Deposit Buyer expressly waives its rights to seek damages in the event of Seller's default hereunder. Buyer shall be deemed to have elected to terminate this Agreement and receive a return of the Deposit if Buyer fails to provide Seller with written notice, within thirty (30) days following the date upon which the Closing was to have occurred, of Buyer's intent to file a suit for specific performance or if Buyer fails to file such suit within sixty (60) days after such written notice.

11. Confidentiality. Buyer agrees to keep confidential and not to use, other than in connection with its determination whether to proceed with the purchase of the Property in accordance with Section 4. hereof, any of the documents, material or information regarding the Property supplied to Buyer by Seller or by any third party at Seller's request, including, without limitation any environmental site assessment reports furnished to Buyer except to Buyer's consultants, accountants, attorneys, agents, advisors, investors, lenders and other similar parties on a "need to know" basis. In addition, prior to and after the Closing, Buyer shall not issue any press release or other information to the public regarding the transaction contemplated herein, except as may be expressly approved in advance by Seller; provided that Buyer may issue press releases following the Closing as long as the same do not name or identify Seller or any Affiliate of Seller. Notwithstanding the foregoing, Buyer and Seller shall be permitted to make such disclosures as are required by the law, including the securities laws and laws relating to financial reporting and laws and regulations applicable to Seller as a governmental entity. Buyer agrees to indemnify and hold harmless Seller from and against any and all losses, damages, claims and liabilities of any kind (including, without limitation, reasonable attorneys' fees) arising out of Buyer's breach of this Section 11. The provisions of this Section 11 shall survive the termination of this Agreement.

12. Possession. Possession of the Real Property shall be surrendered to Buyer at Closing.

13. Notices. All notices and other communications provided for herein shall be in writing and shall be sent to the address set forth below (or such other address as a party may hereafter designate for itself by notice to the other parties as required hereby) of the party for whom such notice or communication is intended:

13.1. If to Seller:

City of Columbia, South Carolina
Attn: Missy Gentry
1737 Main Street
Columbia, South Carolina 29201
Email: Missy.Gentry@columbiasc.gov

With a copy to:

Burr & Forman LLP
1221 Main Street, 18th Floor
Columbia, South Carolina 29201
Attention: Judith L. McInnis, Esquire
Fax No. (803) (803)753-3278
E-mail: jmcinnis@burrr.com

If to Buyer:

Latitude 32 Development, LLC
1985 Riviera Drive, Suite 103-148
Mt. Pleasant, SC 29464
Attention: Wade Thompson
E-mail: wade@lat32group.com

With a copy to:

Haynsworth Sinkler Boyd, P.A.
1201 Main Street, Suite 2200
Columbia, SC 29201
Attention: Gary W. Morris
Email: gmorris@hsblawfirm.com

If to the Escrow Agent to:

Haynsworth Sinkler Boyd, P.A.
 1201 Main Street, Suite 2200
 Columbia, SC 29201
 Attention: Gary W. Morris
 E-mail: gmmorris@hsblawfirm.com

Any such notice or communication shall be sufficient if sent by registered or certified mail, return receipt requested, postage prepaid; by hand delivery; by overnight courier service; or by facsimile or email transmission (provided that such facsimile or email transmission is confirmed by the sender by delivery service or by mail in the manner previously described within 24 hours after such transmission is sent). Any such notice or communication shall be effective when delivered or when delivery is refused.

14. Brokers. Buyer and Seller each represents to the other that it has not dealt with any broker or agent in connection with this transaction, except that Seller has retained Martin Moore with CBRE to serve as its broker in connection with this transaction and the Buyer has retained Brad Miller, Coldwell Banker to serve as its broker in connection with this transaction. Each party shall pay the fees and costs of its broker. Each party hereby indemnifies and holds harmless the other party from all loss, cost and expense (including reasonable attorneys' fees) arising out of a breach of its representation or undertaking set forth in this Section 14. The provisions of this Section 14 shall survive Closing or the termination of this Agreement.

15. Escrow Agent. Escrow Agent shall hold the Deposit in accordance with the terms and provisions of this Agreement, subject to the following:

15.1. Obligations. Escrow Agent undertakes to perform only such duties as are expressly set forth in this Agreement and no implied duties or obligations shall be read into this Agreement against Escrow Agent.

15.2. Reliance. Escrow Agent may act in reliance upon any writing or instrument or signature which it, in good faith, believes, and any statement or assertion contained in such writing or instrument, and may assume that any person purporting to give any writing, notice, advice or instrument in connection with the provisions of this Agreement has been duly authorized to do so. Escrow Agent shall not be liable in any manner for the sufficiency or correctness as to form, manner and execution, or validity of any instrument deposited in escrow, nor as to the identity, authority, or right of any person executing the same, and Escrow Agent's duties under this Agreement shall be limited to those provided in this Agreement.

15.3. Escrow Agent Liability. The Escrow Agent shall not incur any liability in connection with the performance of its duties under this Agreement unless the Escrow Agent acts in a negligent manner or is guilty of willful misconduct with regard to its duties under this Agreement.

15.4. Disputes. If the parties (including Escrow Agent) shall be in disagreement about the interpretation of this Agreement, or about their respective rights and obligations, or the

propriety of any action contemplated by Escrow Agent, or the application of the Deposit, Escrow Agent shall hold the Deposit until the receipt of written instructions from both Buyer and Seller or a final order of a court of competent jurisdiction. In addition, in any such event, Escrow Agent may, but shall not be required to, file an action in interpleader to resolve the disagreement. Escrow Agent shall be indemnified for all costs and reasonable attorneys' fees in its capacity as Escrow Agent in connection with any such interpleader action and shall be fully protected in suspending all or part of its activities under this Agreement until a final judgment in the interpleader action is received.

15.5. Counsel. Escrow Agent may consult with counsel of its own choice and have full and complete authorization and protection in accordance with the opinion of such counsel. Escrow Agent shall otherwise not be liable for any mistakes of fact or errors of judgment, or for any acts or omissions of any kind, unless caused by its negligence or willful misconduct.

15.6. Interest. All deposits into the escrow shall be held by the Escrow Agent in a non-interest bearing account.

15.7. Conflict. Seller and Buyer acknowledge that Escrow Agent is also representing Buyer in the transaction contemplated by this Agreement and no conflict exists, or to the extent a conflict does exist, the parties waive any such conflict.

16. Representations of Buyer. Buyer represents and warrants to Seller that:

16.1. Authority. Buyer is a limited liability company, duly organized, validly existing and in good standing under the laws of the State of South Carolina, duly qualified to transact business in the State of South Carolina and has all requisite power and authority to enter into this Agreement and to perform its obligations hereunder. The execution and delivery of this Agreement by Buyer has been duly authorized.

16.2. No Conflict. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereunder on the part of Buyer does not and will not violate any applicable law, ordinance, statute, rule, regulation, order, decree or judgment, conflict with or result in the breach of any material terms or provisions of, or constitute a default under, or result in the creation or imposition of any lien, charge, or encumbrance upon any of the property or assets of Buyer by reason of the terms of any contract, mortgage, lien, lease, agreement, indenture, instrument or judgment to which Buyer is a party or which is or purports to be binding upon Buyer or which otherwise affects Buyer, which will not be discharged, assumed or released at Closing. No action by any federal, state or municipal or other governmental department, commission, board, bureau or instrumentality is necessary to make this Agreement a valid instrument binding upon Buyer in accordance with its terms.

16.3. Source of Funds. Buyer shall have the right to obtain financing in connection with its purchase of the Property, however Buyer acknowledges and agrees that its obligations hereunder are not contingent upon Buyer obtaining financing for the purchase of the Property.

16.4. Bankruptcy Matters. Buyer has not (i) made a general assignment for the benefit of creditors, (ii) filed any voluntary petition in bankruptcy or suffered the filing of any involuntary petition by Buyer's creditors, (iii) suffered the appointment of a receiver to take possession of all, or substantially all, of Buyer's assets, (iv) suffered the attachment or other judicial seizure of all, or substantially all, of Buyer's assets, (v) admitted in writing its inability to pay its debts as they come due, or (vi) made an offer of settlement, extension or composition to its creditors generally, and Buyer has not planned or contemplated, and is not planning or contemplating, any of the foregoing.

16.5. OFAC. Buyer is in compliance with the requirements of the Orders. Neither Buyer nor any of its affiliates (i) is listed on any of the Lists, (ii) is a Person (as defined in the Order) who has been determined by competent authority to be subject to the prohibitions contained in the Orders, or (iii) is owned or controlled by (including without limitation by virtue of such person being a director or owning voting shares or interests), or acts for or on behalf of, any person on the Lists or any other person who has been determined by competent authority to be subject to the prohibitions contained in the Orders. Buyer is not acting, directly or indirectly for, or on behalf of, any person, group, entity or nation named by any Executive Order (including the September 24, 2001, Executive Order Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism) or the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person," or other banned or blocked person, entity, or nation pursuant to any Law that is enforced or administered by the Office of Foreign Assets Control, and is not engaging in the transactions contemplated herein, directly or indirectly, on behalf of, or instigating or facilitating the transactions contemplated herein, directly or indirectly, on behalf of, any such person, group, entity or nation.

17. Miscellaneous.

17.1. Assignability. Buyer may not assign this Agreement without first obtaining Seller's written consent, provided however, Buyer may assign this Agreement to an entity controlled by Buyer without the consent of Seller. In such event, the assignee shall assume all the obligations of Buyer hereunder and Buyer shall also remain fully liable under this Agreement. Any assignment in contravention of this provision shall be void. Any assignee shall be deemed to have made any and all representations and warranties made by Buyer hereunder and shall be bound by any covenant of Buyer hereunder, as if the assignee were the original signatory hereto.

17.2. Governing Law; Bind and Inure. This Agreement shall be governed by the law of the State of South Carolina and shall bind and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors, assigns and personal representatives.

17.3. Recording. Neither this Agreement nor any notice or memorandum hereof shall be recorded in any public land record. A violation of this prohibition shall constitute a material breach entitling the non-breaching party to terminate this Agreement.

17.4. Time of the Essence. Time is of the essence as to the obligations of Buyer under each and every provision of this Agreement.

17.5. Headings. The headings preceding the text of the paragraphs and subparagraphs hereof are inserted solely for convenience of reference and shall not constitute a part of this Agreement, nor shall they affect its meaning, construction or effect.

17.6. Counterparts. This Agreement may be executed simultaneously in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

17.7. Exhibits. All Exhibits which are referred to herein and which are attached hereto or bound separately and initialed by the parties are expressly made and constitute a part of this Agreement.

17.8. Use of Proceeds to Clear Title. To enable Seller to make conveyance as herein provided, Seller may, at the time of Closing, use the Purchase Price or any portion thereof to clear the title of any or all encumbrances or interests, provided that provision reasonably satisfactory to Buyer's attorney is made for prompt recording of all instruments so procured in accordance with conveyancing practice in the jurisdiction in which the Property is located.

17.9. Submission not an Offer or Option. The submission of this Agreement or a summary of some or all of its provisions for examination or negotiation by Buyer or Seller does not constitute an offer by Seller or Buyer to enter into an agreement to sell or purchase the Property, and neither party shall be bound to the other with respect to any such purchase and sale until a definitive agreement satisfactory to Buyer and Seller in their sole discretion is executed and delivered by both Seller and Buyer.

17.10. Entire Agreement; Amendments. This Agreement and the Exhibits hereto set forth all of the promises, covenants, agreements, conditions and undertakings between the parties hereto with respect to the subject matter hereof, and supersede all prior and contemporaneous agreements and understandings, inducements or conditions, express or implied, oral or written, except as contained herein. This Agreement may not be changed orally but only by an agreement in writing, duly executed by or on behalf of the party or parties against whom enforcement of any waiver, change, modification, consent or discharge is sought.

17.11. Business Days. The phrase "business days" as used herein shall mean the days of Monday through Friday, excepting only federal holidays.

17.12. Attorneys Fees. In the event of any litigation arising out this Agreement, the reasonable attorney's fees and costs incurred by the prevailing party shall be paid by the non-prevailing party.

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement as of the date first above written.

SELLER:

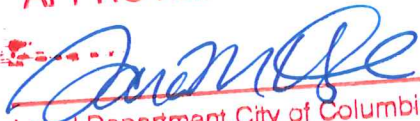
CITY OF COLUMBIA, SOUTH CAROLINA

By: _____
Name: _____
Title: _____
Date: _____

BUYER:

LATITUDE 32 DEVELOPMENT, LLC,
a South Carolina limited liability company

By: _____
Name: _____
Title: _____
Date: _____

APPROVED AS TO FORM

Legal Department City of Columbia, SC

ESCROW AGENT:

Haynsworth Sinkler Boyd, P.A.

By: _____
Name: Gary W. Morris
Title: _____

LIST OF EXHIBITS

Exhibit A	-	Description of Land
Exhibit B	-	Reserved
Exhibit C	-	Pending Litigation
Exhibit D	-	Property Materials

EXHIBIT A

Description of Land

Parcel A

All that certain piece, parcel or lot of land with improvements thereon in the State of South Carolina, County of Richland, City of Columbia, being known as 2220 Lee Street and being more fully shown as Parcel B on a plat prepared for W. Croft Jennings, Jr. by I.B. Cox and Son, Registered Land Surveyors and Engineers, dated September 21, 1973, being bordered on the north by Lee Street, whereon it measures ninety-nine and 85/100 (99.85') feet; on the east by property shown on said plat as a portion of Parcel A, whereon it measures two hundred eighteen and seven-tenths (218.7) feet; on the south by property shown on said plat as a portion of Parcel A, whereon it measures one hundred and no-tenths (100.0') feet; and on the west by property now or formerly of Morris, whereon it measures two hundred eighteen and nine-tenths (218.9') feet, all measurements being a little more or less.

Parcel B

All that certain piece, parcel or lot of land, together with the improvements thereon (known as 2224 Lee Street), situate, lying and being on the southern side of Lee Street between Santee and Heidt Streets, in the City of Columbia, County of Richland, State of South Carolina, and being particularly shown and designated as Parcel C upon that certain plat of property surveyed for Porter General Agency, Inc., made by B.P. Barber and Associates, Inc., Engineers, dated May 19, 1965, and having the following boundaries and measurements: on the North by Lee Street and fronting and measuring thereon 75 feet; on the East by property now or formerly of Elizabeth W. Coker and measuring thereon 219.5 feet; on the South by property now or formerly of Robert B. Mobley and Parcel B, as shown on said plat, and measuring thereon 75 feet; and on the West by property now or formerly of Lottie C. Hammond and measuring thereon 218.7 feet, all of which will more fully appear by reference to said plat, and all of said measurements being a little more or less.

Parcel C

All that certain piece, parcel or lot of land, situate, lying and being between Devine Street and Lee Street, in the City of Columbia, County of Richland and State of South Carolina, and being more particularly shown and designated as Parcel B upon that certain plat of property surveyed for Porter General Agency, Inc., made by B.P. Barber and Associates, Inc., Engineers, dated May 19, 1965, and having the following boundaries and measurements: on the North by a portion of property now or formerly of Lottie C. Hammond and a portion of Parcel C, as shown on said plat, and measuring thereon 61 feet; on the East by property now or formerly of Robert B. Mobley and measuring thereon 47 feet; on the South by a portion of Parcel A, as shown on said plat, and measuring thereon 61 feet; and on the West by property now or formerly of Mary S. Dorn and measuring thereon 47 feet, all of which will more fully appear by reference to said plat, and all measurements being a little more or less.

Parcel D

All that certain piece, parcel or lot of land, situate, lying and being in the City of Columbia on the north side of Devine Street between Harden and Heidt Street, with the improvements thereon and known as number 2223 Devine Street, Columbia, S.C., commencing at a point 152.9 feet from the northwestern corner of Devine and Heidt Streets and running from thence in a northerly direction for a distance of 150.5 feet to a point, and from thence turning and running in a westerly direction for a distance of 108

feet to a point, and from thence turning and running in a southerly direction 151 feet to a point on Devine Street, and from thence turning and running in an easterly direction along the said Devine Street for a distance of 108 feet to the point of commencement.

Parcel E

All that certain piece, parcel or lot of land, with improvements thereon, designated as Lot No. 2 on a plat of the property of William S. Weston, and others made by Tomlinson Engineering Company, August 21, 1934, situate, lying and being on the northern side of Devine Street, in the City of Columbia, commencing at an iron stake Two Hundred Sixty and Nine-Tenths (260.9') feet from the northwestern corner of Devine and High Streets, and from thence running in a northerly direction on the western boundary of Lot No. 1, as shown on said plat heretofore referred to for a distance of One Hundred Fifty-One (151') feet to an iron stake and from thence turning and running in a westerly direction Forty-Eight and Eight-Tenths (48.8') feet to an iron stake and from thence turning and running in a northwesterly direction for a distance of Forty-Three and Eight-Tenths (43.8') feet to an iron in concrete and from thence turning and running in a southerly direction for a distance of One Hundred Seventy-Six and Four-Tenths (176.4') feet to an iron in concrete and from thence turning and running in an easterly direction along the northern boundary of Devine Street for a distance of Eighty-Three and Eight-Tenths (83.8') feet to the point of commencement.

Parcel F

All that certain piece, parcel or lot of land, situate, lying and being west of Heidt Street, between Devine and Lee Streets, in the City of Columbia, Richland County, South Carolina, and being irregular in shape, and being cut off the western end of lot conveyed to Robert B. Mobley by Louise C. Mobley by her deed dated July 31, 1947, recorded in the Office of the Clerk of Court for Richland County in Deed Book 5, at Page 87, beginning at an iron at the point where the northeast corner of lot of Mary S. Dorn joins the aforementioned lot of Robert B. Mobley, thence running N 84°-00 W 48.8 feet to a post, thence turning and running N 31°-10 W 87.5 feet to an iron, thence turning and running S 84°-00 E 121 feet to an iron, thence turning at a right angle and running S 5°-05 W 47 feet to the point of beginning, being the lot so delineated and described on plat of property surveyed from Robert B. Mobley by Barber, Keels & Associates, Engineers, dated April 9, 1953, recorded in the Office of the Clerk of Court for Richland County, South Carolina, said lot being bounded on the north by lots of Williams and of Hammond, east by the remaining portion of the aforementioned lot of Robert B. Mobley, and south and west by lot now or formerly of Weston and by property of Mary S. Dorn.

Parcel G

All that certain piece, parcel or lot of land, together with the improvements thereon, situate, lying and being on the western side of Heidt Street, formerly known as High Street, between Devine and Lee Street, in the City of Columbia, in the County of Richland, State of South Carolina, the improvements thereon being known as 711 Heidt Street, said property measuring 45.5 feet, more or less, on Heidt Street, and running back therefrom in parallel lines for a distance of 200 feet, more or less.

Parcel H

All that certain piece, parcel or lot of land, known as No. 2219 Devine Street, with the improvements thereon, situate, lying and being on the northern side of Devine Street, between Heidt Street (formerly High Street) and Santee Street (formerly Poplar Street), in the City of Columbia, County of Richland, State of South Carolina, being shown and designated as Lot No. Three (3), on plat of property of William S. Weston, et al, by Tomlinson Engineering Co., dated August 21, 1934, and recorded in the Office of the

Register of Mesne Conveyance for Richland County in Plat Book "G" at Page 156, measuring on its northern and southern sides Sixty-Four and 5/10 (64.5) feet and on its eastern and western sides One Hundred Sixty Two (162') feet; and being bounded on the North by portion of Lot No. 4, on said plat (property of W.S. Weston); on the East by portion of Lot No. 2, on said plat (property of W.S. Weston); on the South by Devine Street; and on the West by portion of Lot No. 4, on said plat (property of W.S. Weston).

Parcel I

All that certain piece, parcel or lot of land, with improvements thereon, in the State of South Carolina, County of Richland, City of Columbia, being known as 2228 Lee Street, and being more fully shown on a plat prepared for W. Croft Jennings, Jr. by Isaac B. Cox & Son, Registered Land Surveyors and Engineers, dated May 20, 1974, being bordered on the north by Lee Street whereon it measures 49.9 feet; on the east by property shown on said plat as now or formerly Security Federal Savings & Loan Association, now or formerly Layton, now or formerly Williams, and now or formerly Williams whereon it measures 219.7 feet; on the south by property shown as now or formerly W. Croft Jennings, Jr. whereon it measures 49.95 feet; on the west by property now or formerly W. Croft Jennings, Jr. whereon it measures 219.4 feet, all measurements being a little more or less.

Parcel J

All that certain piece, parcel or lot of land, with improvements thereon, known as No. 2204 Lee Street, being more fully described in a plat prepared for W. Croft Jennings, Jr. by Isaac B. Cox & Son, Reg. Land Surveyor and Engineer, dated September 12, 1974. Said parcel is bordered on the North by Lee Street whereon it measures Seventy-Four and Nine-Tenths (74.9') feet, on the east by property now or formerly of W. Croft Jennings, Jr. whereon it measures Two Hundred Eighteen and Five-Tenths (218.5') feet, on the South by property now or formerly of W. Croft Jennings, Jr. whereon it measures Forty-Two and Three-Tenths (42.3') feet, on the South by property now or formerly of Mid-Carolina Alcohol Association whereon it measures Forty-Two and Six-Tenths (42.6') feet, and on the west by property of Holy Trinity Lutheran Church whereon it measures One Hundred Ninety-One and Two-Tenths (191.2') feet. The aforesaid conveyance described the property as having a depth of Two Hundred Eight (208') feet, more or less, but upon an accurate survey being made, which survey is above referred to, the depth is determined to be Two Hundred Eighteen and Five-Tenths (218.5') feet on the eastern boundary and One Hundred Ninety-One and Two-Tenths (191.2') feet on the western boundary.

Parcel K

All that certain piece, parcel or lot of land, situate, lying and being in the City of Columbia, County of Richland, State of South Carolina, in the block bounded by Devine Street, Santee Avenue, Lee Street and Heidt Street and located One Hundred Sixty-One and Eight-Tenths (161.8') feet north of Devine Street and consisting of Two Thousand Four Hundred Forty-Six (2,446) square feet and being more particularly shown on a plat prepared for W. Croft Jennings, Jr. dated April 21, 1975, by Isaac B. Cox & Son, Reg. Land Surveyors and Engineers, whereon said property is shown bounded on the North by property of W. Croft Jennings, Jr. whereon it measures Forty-Two and Six-Tenths (42.6') feet and Forty-Five and One-Tenth (45.1') feet, on the East by property of W. Croft Jennings, Jr. whereon it measures Fourteen and Two-Tenths (14.2') feet, on the South by property of W. Croft Jennings, Jr. whereon it measures Sixty-Four and Six-Tenths (64.6') feet, on the West by property of Mid-Carolina Alcohol Association whereon it measures Sixty-Four and Six-Tenths (64.6') feet.

This being all the same property also described as follows:

All that certain piece, parcel or tract of land with any and all improvements thereon, situate, lying and being in the City of Columbia, Richland County, South Carolina, as more particularly described as containing 2.83 acres (123254 Sq. Ft.), more or less, on a Plat prepared for State of South Carolina by Baxter Land Surveying Co., Inc., dated March 18, 2004, and said parcel having the following metes and bounds to wit:

BEGIN AT POINT on the northern right-of-way of Devine Street, which point is located 153.1 feet northwest of the intersection of the northern right-of-way of Devine Street and the western right-of-way of Heidt Street; thence running along the northern right-of-way of Devine Street N 82°39'00" W for a distance of 256.29 feet to a 1" pipe found; thence turning and running along property now or formerly of Holy Trinity Lutheran Church the following courses and distances: (i) N 07°24'53" E for a distance of 161.66 feet to a 1/2" rebar found; (ii) N 00°57'19" E for a distance of 64.66 feet to a 1/2" rebar found; (iii) N 07°08'01" E for a distance of 191.10 feet to a 1" pipe found; thence turning and running along the southern right-of-way of Lee Street S 82°28'35" E for a distance of 299.06 feet to a 1/2" rebar found; thence turning and running along property now or formerly of Emily M. Wilson & Allen Prater, Dorothy A. Doniphan, Dorothy W. Bratton and Willis D. Bethea, Jr. S 06°45'39" W for a distance of 220.32 feet to a point; thence turning and running along property now or formerly of Willis D. Bethea, Jr. S 82°35'44" E for a distance of 115.45 feet to a point; thence turning and running along the western right-of-way of Heidt Street S 07°08'23" W for a distance of 45.26 feet to a point; thence turning and running along property now or formerly of Frances C. Wells N 82°29'42" W for a distance of 152.80 feet to a 1" pipe; thence turning and running along property now or formerly of Frances C. Wells S 07°23'27" W for a distance of 150.84 feet to the Point of Beginning, be all measurements a little more or less.

Derivation: This being the same property conveyed to City of Columbia, South Carolina by that certain Quitclaim Deed from State of South Carolina, by and through the Department of Administration dated March 20, 2019 and recorded March 21, 2019 in Record Book 2379 at Page 3049, in the Office of the Register of Deeds for Richland County, South Carolina.

TMS No.: 11312-02-03 and 11312-02-09

EXHIBIT B**Reserved**

EXHIBIT CPending Litigation

NONE

EXHIBIT D**Property Materials**

[to the extent in Seller's possession]

- a) Existing title policy and survey.
- b) Environmental Reports and Engineering Reports done in the past five years.
- c) A detailed list of all equipment on the site.
- d) Most recent Life Safety Inspection reports (alarm, sprinkler, backflow, infrared, roof).
- e) Any maintenance/replacement records on the HVAC systems.
- f) Plans, specifications and any architectural drawings, if any.
- g) Any warranties as to personalty, roof or other improvements.
- h) Any and all utility bills or other utility information provided to Seller over the last three (3) months.



We Are Columbia

MEETING DATE: August 17, 2021

DEPARTMENT: Planning and Development Services

FROM: *Krista Hampton, Director*

SUBJECT: ZONING TEXT AMENDMENT to Amend the text of the Unified Development Ordinance

FUNDING SOURCE & ORIGINAL BUDGET:

CLEAN WATER 2020?: No

FOCUS AREAS: Planning Together

PURPOSE:

Ordinance No: 2021-062 Amending The Unified Ordinance of the City of Columbia, South Carolina, Article 3: Zoning Districts, Sec. 17-3.7 Overlay Districts, (c) OV-A: Airport Safety Overlay District and Article 4: Use Regulations, Sec. 17-4.2. Principal Uses (c) Standards for Specific Principal Uses (1) Residential Uses, b. Group Living Uses, 2. Private Dormitory, and Table 17-4.2(C)(2) A.1: Permissibility of Bulk Requirement for Wireless Communication Facilities According to Support Structure

Proposal: Amendments to the new Chapter 17 of the Columbia Code of Ordinances entitled “Unified Development Ordinance” adopted August 20, 2019 and effective August 30, 2021 updating text related to Wireless Communication Facilities, Private Dormitories, and the Airport Height Overlay.

Applicant: Rachel Bailey, Zoning Administrator

Staff Recommendation: Approval

PC Recommendation: 06/07/2021; Approval (8-0)

The public hearing was held on July 20, 2021 and first reading was deferred.

ATTACHMENTS:

- **#a:** TA-2021-0006_UDO_ZoningText (PDF)
- **#b:** UDO Text Amendment July ZPH (PDF)
- **#c:** 2021-062 UDO July 2021 amendment (PDF)

Action Item (ID # 6798)

Meeting of August 17, 2021

HISTORY:

07/20/21

Columbia City Council

DEFERRED



CITY COUNCIL

July 20, 2021 at 2:00pm

Busby Street Community Center (1735 Busby Street), Columbia, SC, as well via Video Conferencing Technology

AMENDMENTS TO THE UNIFIED DEVELOPMENT ORDINANCE

Update Text

Proposal: Amendments to the new Chapter 17 of the Columbia Code of Ordinances entitled “Unified Development Ordinance” adopted August 20, 2019 and effective August 30, 2021 updating text related to Wireless Communication Facilities, Private Dormitories, and the Airport Height Overlay.

Applicant: Rachel Bailey, Zoning Administrator

Staff Recommendation: Approval

PC Recommendation: 06/07/2021; Approval (8-0)

ZPH, 1st Reading: 07/20/2021; Pending

2nd Reading: 08/03/2021; Pending

DETAIL

The Unified Development Ordinance was adopted by City Council on August 20, 2019. An effective date of August 30, 2021 is in place. Staff is proposing amendments to the adopted text to clarify and streamline sections and to conform with new federal regulations regarding wireless communication facilities.

The requested amendments are as follows:

1. Clean up language related to parking requirements for the “Private Dormitory” use
2. Remove special exception requirements for small cell wireless communication facilities on existing support structures
3. Prohibit the establishment of Household Living Uses outside of base residential zoning districts located within the Airport Safety Overlay District

A copy of the adopted code in its entirety can be found at www.weplantogether.org.

STAFF RECOMMENDATION

Staff recommends City Council to approve the request.

- (iii) A minimum of ten percent of the CCRC's land area shall be devoted to outdoor open space, indoor or outdoor recreation facilities, and indoor or outdoor social-oriented amenities, including community centers. Such areas shall be located so as to be safely and conveniently accessible to CCRC residents.
- (iv) Each outdoor area intended for active recreation shall have a minimum area of 5,000 square feet and minimum dimension of 50 feet.
- (v) Each of the major component parts of the CCRC shall comply with the standards applicable to the principal use most closely representing component part, i.e. nursing care facility standards for the skilled nursing services components, residential care facility standards for residential care component, and single-family, two-family, and/or multifamily dwelling standards, as appropriate, for the independent living component.

2. Private Dormitory

- (i) Private dormitories shall comply with the following standards:
 - (a) Not be located within 600 feet of:
 - (a) A RSF-1, RSF-2, RSF-3, RD, RD-MV, MU-1, RM-2, or MU-2 district; or
 - (b) A Planned Development district where the majority of the dwelling units are detached single- or two-family dwellings.
 - (b) Have a maximum density of 150 bedrooms per acre; however the Board of Zoning Appeals may grant a Special Exception Permit in accordance with Sec. 17-2.5(e), Special Exception Permit, to exceed this density. The Board of Zoning Appeals shall not grant such a Special Exception Permit if the application does not include an operation and management plan that describes, at a minimum, the following:
 - (a) Uses and activities that will occur in conjunction with the dormitory use;
 - (b) Hours and operation of non-residential services;
 - (c) Security plan including provisions for common and parking areas;
 - (d) Noise control;
 - (e) Provisions for transportation including location for loading/unloading of shuttles or buses, if applicable;
 - (f) Location of entrances and exits;

Article 4: Use Regulations**Sec. 17-4.2. Principal Uses****(c) Standards for Specific Principal Uses**

- (g) Location and management of parking for residents and visitors;
- (h) Location of amenities and their relationship and compatibility with adjacent uses.
- (c) There shall not be more than one person occupying a bedroom;
- (d) ~~A minimum of 0.25 parking spaces per bedroom shall be provided.~~ A minimum of 75 percent of required bicycle parking in all districts shall be located in an enclosed and secured area.
- (e) Sidewalks that are a minimum of five feet in width shall be provided along all streets;
- (f) An on-site manager shall be on the premises 24 hours a day, seven days a week.
- (g) Comply with any designated historic or design overlay district design guidelines.
- (h) A private dormitory within the DAC or MC district shall not have more than 60 percent of the total number of dwelling units designed for occupancy by more than three unrelated adults.
- (ii) A variance from any of the provisions of this section is prohibited;
- (iii) Private dormitories are not allowed within Planned Development (PD) districts, except for parcels located within the Bull Street Planned Unit Development, which are subject only to sections (i)(a)(a), (i)(c), and (i)(f) above.

3. Residential Care Facility

If a residential care facility is proposed to be located in a new building or in an existing building that has not been used as a residential care facility within the previous 12 consecutive months, or if an expansion of an existing residential care facility is proposed, the residential care facility or expansion is only allowed as a special exception in accordance with Sec. 17-2.5(e), Special Exception Permit, and upon a finding that the following conditions have been met and made part of the special exception conditions of approval, in addition to the standards for special exceptions set forth in Sec. 17-2.5(e)(4), Special Exception Permit Decision Standards:

(i) Licensing

The owner, operator, or manager shall verify that proper DHEC licensing requirements will be met prior to start of operation.

(ii) Loitering Control Program

The owner, operator, or manager shall verify that a loitering control program will be enforced.

(iii) Neighborhood Communication Program

The owner, operator, or manager shall provide written verification they provided local contact information to the adjoining neighborhood associations or businesses for the documentation of any problems they may have with current business practices that impact adjacent neighborhoods or businesses.

(iv) Business Plan

The owner, operator, or manager shall provide a written business plan that describes, at a minimum, the following:

- (a)** Number of residents;
- (b)** Uses and activities that will occur in conjunction with the use;
- (c)** Security plan;
- (d)** Provisions for transportation of residents to and from the facility; and
- (e)** Staffing information.

4. Rooming House or Boardinghouse

A rooming house or boardinghouse shall comply with the following standards:

- (i)** Rooms for living and sleeping shall:
 - (a)** Not include individual kitchen facilities; and
 - (b)** Be accessed by a common room or hallway, and shall not have individual access to the outside (except for emergency exits).

(2) Public, Civic, and Institutional Uses

a. Communication Uses

1. Wireless Communication Facilities (Cell Tower)

(i) Purpose

The purpose of this section is to ensure that residents, public safety operations, and businesses in the City have reliable access to wireless telecommunications networks and state-of-the-art communications services while also ensuring that the placement of these facilities preserves the intrinsic aesthetic character of the community and is accomplished in accordance with the standards of this section, this Ordinance, and all other applicable provisions of the Code of Ordinances. Any person or company, including those holding franchises granted by the City, must comply with this section when erecting new wireless-communication facilities or

Article 4: Use Regulations**Sec. 17-4.2. Principal Uses****(c) Standards for Specific Principal Uses**

adding on to existing facilities. This section applies to towers, and all other wireless communication facilities, and applies to facilities that are or will be located on the public streets, public property, right-of-ways, or on private property. This Section is meant to be consistent with Section 704 of the Telecommunications Act of 1996, Section 6409(a) of the Spectrum Act, and the FCC's interpretations of those Acts.

(ii) Applicability

Any person or company, including those holding franchises granted by the City, must receive approval in accordance with this standards and procedures of this section and Article 2: Administration, before constructing a wireless communication facility (WCF), adding on to existing structures, or otherwise modifying an existing wireless tower or base station.

(iii) Staff Review**(a) Generally**

(a) Prior to any construction, addition, or modification requiring "Zoning Administrator" review in accordance with Table 17-4.2(c)(2)a.1: Permissibility of and Bulk Requirements for Wireless Communication Facilities According to Support Structure, a Zoning Permit in accordance with Sec. 17-2.5(q), Zoning Permit, is required.

(b) The Zoning Administrator shall review and make decisions on zoning permit applications for antennas, collocations, certain WCFs, minor modifications to existing structures, and applications for carriers on wheels (COWs) not to last more than 120 days, in accordance with Table 17-4.2(c)(2)a.1: Permissibility of and Bulk Requirements for Wireless Communication Facilities According to Support Structure. Except for eligible facilities requests, which shall be approved by the Zoning Administrator in accordance with Sec. 17-4.2(c)(2)a.1(iii)(b), Eligible Facilities Request, the Zoning Administrator's decision shall be in accordance Sec. 17-4.2(c)(2)a.1(v), Standards for Approval by Zoning Administrator.

(c) If a special exception is required in accordance with Table 17-4.2(c)(2)a.1: Permissibility of and Bulk Requirements for Wireless Communication Facilities According to Support Structure, or if the Zoning Administrator determines that the character or size of proposed antennas, collocations, certain WCFs, or minor modifications should require further approval, the

Zoning Administrator shall forward the application to the Board of Zoning Appeals. The Board of Zoning Appeals shall review and make a decision on the application in accordance with Sec. 17-2.5(e), Special Exception Permit, and Sec. 17-4.2(c)(2)a.1(vi), Standards for Approval by Board of Zoning Appeals.

(b) Eligible Facilities Request

The Zoning Administrator shall approve any eligible facilities request for a modification of an existing wireless tower or base station that does not substantially change the physical dimensions of such tower or base station, in accordance with Sec. 17-2.5(q), Zoning Permit.

(a) For purposes of this Subsection, a “substantial change” is a modification that substantially changes the physical dimensions of a tower or base station and that meets any of the following criteria:

- I. For towers outside of public rights-of-way, an increase in the height of the tower by more than 10 percent, or by the height of one additional antenna array with separation from the nearest existing antenna not to exceed 20 feet, whichever is greater. For those towers in the rights-of-way and for all base stations, an increase in the height of the tower or base station by more than 10 percent or 10 feet, whichever is greater;
- II. For towers outside of public rights-of-way, a modification that protrudes from the edge of the tower more than 20 feet, or more than the width of the tower structure at the level of the appurtenance, whichever is greater. For those towers in the rights-of-way and for all base stations, a modification that protrudes from the edge of the structure more than six feet;
- III. A modification that involves installation of more than the standard number of new equipment cabinets for the technology involved, but not to exceed four cabinets;
- IV. A modification that entails any excavation or deployment outside the current site of the tower or base station;
- V. A modification that would defeat the existing concealment elements of the tower or base station; or

Article 4: Use Regulations**Sec. 17-4.2. Principal Uses****(c) Standards for Specific Principal Uses**

- VI.** A modification that does not comply with conditions associated with the prior approval of construction or modification of the tower or base station unless the non-compliance is due to an increase in height, increase in width, addition of cabinets, or new excavation that does not exceed the corresponding “substantial change” thresholds identified above.
- (b)** For purposes of evaluating whether a modification is a “substantial change,” the changes in height resulting from a modification should be measured from the original support structure in cases where the deployments are or will be separated horizontally, such as on buildings' rooftops; in other circumstances, changes in height should be measured from the dimensions of the tower or base station inclusive of originally approved appurtenances and any modifications that were approved prior to the passage of the Spectrum Act on February 22, 2012.
- (c)** If the Zoning Administrator determines that the application presents a substantial change or is otherwise not covered by Section 6409(a) of the Spectrum Act, the application shall be reviewed and decided as an application that is not an eligible facilities request in accordance with Sec. 17-4.2(c)(2)a.1(iii)(a), above.
- (d)** Notwithstanding the provisions of this section, the City may continue to enforce and condition approval on compliance with generally applicable building, structural, electrical, and other applicable safety codes, and with other laws codifying objective standards reasonably related to health and safety.

(iv) General Wireless Communication Facility (WCF) Standards

- (a)** WCFs may be located in accordance with, and built to a height outlined in Table 17-4.2(c)(2)a.1: Permissibility of and Bulk Requirements for Wireless Communication Facilities According to Support Structure, and any other applicable subsection.

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TABLE 17-4.2(C)(2)A.1: PERMISSIBILITY OF BULK REQUIREMENT FOR WIRELESS COMMUNICATION FACILITIES ACCORDING TO SUPPORT STRUCTURE

SUPPORT STRUCTURE	ZONING DISTRICTS	PERMITTED/TYPE OF REVIEW	MAXIMUM HEIGHT (IN FEET)	MINIMUM SETBACK FROM RESIDENTIAL DISTRICTS [1] (IN FEET)	MINIMUM SETBACK FROM PUBLIC ROW [2] (IN FEET)
1. New guy-wire communication tower or new lattice communication tower	LL-R, RSF-1, RSF-2, RSF-3, RD, RD-MV, RM-1	Not permitted	N/A		
	MU-1, RM-2, MU-2				
	O-I, GC, RAC				
	DAC, MC, NAC, CAC				
	LI, HI, INS-GEN, INS-U/M, INS-ZOO, INS-T/U, EC	Zoning Administrator	225' [3]	500'	1' for every 1' of structure height
	OV-CC, OV-ID, OV-5P, OV-NMC, OV-HP	Not permitted	N/A		
2. New Monopole Communication Tower	LL-R, RSF-1, RSF-2, RSF-3, RD, RD-MV, RM-1	Not permitted	N/A		
	MU-1, RM-2, MU-2	Not permitted	N/A		
	O-I, GC, RAC	Special exception	180'	300'	50'
	DAC, MC, NAC, CAC	Zoning Administrator	225'	300'	0'
	LI, HI, INS-GEN, INS-U/M, INS-ZOO, INS-T/U, EC	Zoning Administrator	225'	300'	0'
	OV-CC, OV-ID, OV-5P, OV-NMC, OV-HP	Not permitted	N/A		
3. New LOW-PROFILE stealth wireless communication facility (aka cell tower)	LL-R, RSF-1, RSF-2, RSF-3, RD, RD-MV, RM-1	Special exception [4]	60'	District minimum yard setback [6]	District minimum yard setback [6]
	MU-1, RM-2, MU-2	Special exception [4]	80'		
	O-I, GC, RAC	Special exception [4]	100' [5]		
	DAC, MC, NAC, CAC				
	LI, HI, INS-GEN, INS-U/M, INS-ZOO, INS-T/U, EC				
	OV-CC, OV-ID, OV-5P, OV-NMC, OV-HP	As permitted above with staff review subject all requirements of this Section.			
4. New HIGH-PROFILE stealth wireless communication facility (aka cell tower)	LL-R, RSF-1, RSF-2, RSF-3, RD, RD-MV, RM-1	Not permitted	N/A		
	MU-1, RM-2, MU-2	Special exception [4]	180'	300'	District minimum yard setback [6]
	O-I, GC, RAC	Special exception [4]		150' [7]	
	DAC, MC, NAC, CAC			150'	
	LI, HI, INS-GEN, INS-U/M, INS-ZOO, INS-T/U, EC			150'	
	OV-CC, OV-ID, OV-5P, OV-NMC, OV-HP	As permitted above with staff review subject all requirements of this Section.			
5. Existing structure	LL-R, RSF-1, RSF-2, RSF-3, RD, RD-MV, RM-1	Zoning Administrator	Support structure	N/A	0'

Article 4: Use Regulations**Sec. 17-4.2. Principal Uses****(c) Standards for Specific Principal Uses****TABLE 17-4.2(C)(2)A.1: PERMISSIBILITY OF BULK REQUIREMENT FOR WIRELESS COMMUNICATION FACILITIES ACCORDING TO SUPPORT STRUCTURE**

SUPPORT STRUCTURE	ZONING DISTRICTS	PERMITTED/TYPE OF REVIEW	MAXIMUM HEIGHT (IN FEET)	MINIMUM SETBACK FROM RESIDENTIAL DISTRICTS [1] (IN FEET)	MINIMUM SETBACK FROM PUBLIC ROW [2] (IN FEET)
< 40' high and increase or add height < 10'	MU-1, RM-2, MU-2	Zoning Administrator	< 10' above height of existing structure		
	O-I, GC, RAC	Zoning Administrator			
	DAC, MC, NAC, CAC				
	LI, HI, INS-GEN, INS-U/M, INS-ZOO, INS-T/U, EC				
	OV-CC, OV-ID, OV-5P, OV-NMC, OV-HP				
6. Existing structure > 40' high and increase or add height < 10'	LL-R, RSF-1, RSF-2, RSF-3, RD, RD-MV, RM-1	Zoning Administrator	Support structure < 10' above height of existing structure	N/A	0'
	MU-1, RM-2, MU-2	Zoning Administrator			
	O-I, GC, RAC				
	DAC, MC, NAC, CAC				
	LI, HI, INS-GEN, INS-U/M, INS-ZOO, INS-T/U, EC				
	OV-CC, OV-ID, OV-5P, OV-NMC, OV-HP	As permitted above with staff review subject all requirements of this Section.			
7. Existing structure < 40' High and Increase or Add Height > 10' and < 20'	LL-R, RSF-1, RSF-2, RSF-3, RD, RD-MV, RM-1	Not permitted	N/A		
	MU-1, RM-2, MU-2	Zoning Administrator	Support structure < 20' above height of existing structure	N/A	0'
	O-I, GC, RAC	Zoning Administrator			
	DAC, MC, NAC, CAC				
	LI, HI, INS-GEN, INS-U/M, INS-ZOO, INS-T/U, EC				
	OV-CC, OV-ID, OV-5P, OV-NMC, OV-HP	As permitted above with staff review subject all requirements of this Section.			
8. Existing structure > 40' high and increase or add height > 10' and < 20'	LL-R, RSF-1, RSF-2, RSF-3, RD, RD-MV, RM-1	Zoning Administrator	Support structure < 20' above height of existing structure	N/A	0'
	MU-1, RM-2, MU-2	Zoning Administrator			
	O-I, GC, RAC	Zoning Administrator			
	DAC, MC, NAC, CAC				
	LI, HI, INS-GEN, INS-U/M, INS-ZOO, INS-T/U, EC				
	OV-CC, OV-ID, OV-5P, OV-NMC, OV-HP	As permitted above with staff review subject all requirements of this Section.			
9. Existing structure	LL-R, RSF-1, RSF-2, RSF-3, RD, RD-MV, RM-1	Not permitted	N/A		
	MU-1, RM-2, MU-2				

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TABLE 17-4.2(C)(2)A.1: PERMISSIBILITY OF BULK REQUIREMENT FOR WIRELESS COMMUNICATION FACILITIES ACCORDING TO SUPPORT STRUCTURE

SUPPORT STRUCTURE	ZONING DISTRICTS	PERMITTED/TYPE OF REVIEW	MAXIMUM HEIGHT (IN FEET)	MINIMUM SETBACK FROM RESIDENTIAL DISTRICTS [1] (IN FEET)	MINIMUM SETBACK FROM PUBLIC ROW [2] (IN FEET)
< 40' high and increase or add height > 20'	O-I, GC, RAC	Zoning Administrator	Support structure < 1 times the height of existing structure	N/A	0'
	DAC, MC, NAC, CAC				
	LI, HI, INS-GEN, INS-U/M, INS-ZOO, INS-T/U, EC				
	OV-CC, OV-ID, OV-5P, OV-NMC, OV-HP	As permitted above with staff review subject all requirements of this Section.			
10. Existing structure > 40' High and Increase or Add Height > 20'	LL-R, RSF-1, RSF-2, RSF-3, RD, RD-MV, RM-1	Not permitted	N/A		
	MU-1, RM-2, MU-2	Zoning Administrator	Support structure < 40' above height of existing structure	N/A	0'
	O-I, GC, RAC	Zoning Administrator			
	DAC, MC, NAC, CAC				
	LI, HI, INS-GEN, INS-U/M, INS-ZOO, INS-T/U, EC				
	OV-CC, OV-ID, OV-5P, OV-NMC, OV-HP	As permitted above with staff review subject all requirements of this Section.			

NOTES:

- [1] Includes the LL-R, RSF-1, RSF-2, RSF-3, RD, RD-MV, RM-1, RM-2, MU-1, and MU-2 districts, PUDs that are principally residential, and property zoned similarly within Richland or Lexington Counties.
- [2] A letter from a registered professional structural engineer may be required in accordance with Sec. 17-4.2(c)(2)a.1(iv)(i) below.
- [3] A new guy-wire communication tower or new lattice communication tower having a height of between 225 feet and 300 feet may be only be approved as a special exception.
- [4] Subject to Sec. 17-4.2(c)(2)a.1(vi)(e) below.
- [5] Height may be increased by 30 feet only where the applicant demonstrates to the Board of Zoning Appeals that the additional height is necessary to accommodate the collocation and that the structure is designated and engineered to accommodate additional WCFs.
- [6] See Article 3: Zoning Districts.
- [7] A 300' minimum setback is required from the RSF-1, RSF-2, RSF-3, RD, RD-MV, and RM-1 districts.

- (b)** Where a new communication tower or a new stealth WCF would be “visible” from property listed within the National Register of Historic Places, the South Carolina State Historic Preservation Officer shall issue a letter stating that the design would have no adverse effect before the Zoning Administrator shall issue a Zoning Permit. Where a new communication tower or a new stealth WCF would be “visible” from property listed within a locally designated architectural conservation district, historic commercial district, a local individual landmark, or landmark district, staff

Article 4: Use Regulations**Sec. 17-4.2. Principal Uses****(c) Standards for Specific Principal Uses**

must review and approve the design of the structure. To determine whether or not a proposed WCF would be “visible” as the term is used above, a line of sight six feet above grade from the property line of any property that would be within a 1,000-foot radius from the proposed WCF shall be applied. Stealth WCFs are considered visible in totality even though the associated wireless communication antenna and/or equipment building or cabinet may not be easily discernible.

- (c) Eight-foot-high fencing shall be provided around any communication tower and associated equipment building or cabinet. Concertina wire, barbed wire, or other similar security devices are expressly prohibited unless the devices are screened entirely with year-round landscaping that achieves the required screening at the time the landscaping is installed.
- (d) Around the base of any communication tower, outside the fencing, at least one row of evergreen shrubs forming a continuous hedge at least five feet in height shall be provided, with individual plantings spaced not more than five feet apart. Additional landscaping, including that associated with off-street parking, is to be provided as required by all other relevant provisions of this article.
- (e) WCFs shall be illuminated only to the extent required by applicable State or federal law or regulation.
- (f) No signage is permitted, except:
 - (a) As required by applicable State or federal law or regulation; or
 - (b) As required by standard industry practice for the purpose of identification, warning, emergency function or contact; and
 - (c) Stealth WCFs that serve as or provide a public amenity may have up to six square feet of signage.
- (g) WCF and equipment that is no longer used for communication purposes shall be removed within 120 days of the date it is taken out of service.
- (h) New communication towers shall be light gray, except as otherwise required by applicable State or federal law or regulation.
- (i) A new communication tower, a new stealth communication WCF, or the support structure necessary to increase the height of an existing structure by more than 20 feet shall be designed such that, in the event the WCF fails structurally, it

would not fall within a public right of way. The Zoning Administrator shall not issue a Zoning Permit for the support structures listed within this subsection until such time the applicant provides a signed letter from a registered professional structural engineer certifying that the proposed WCF is designed to comply with the standards of this subsection.

- (j) Any WCF permitted in the public right-of-way shall be relocated at the expense of the WCF's owner in the event relocation is required due to roadway or utility improvements.
- (k) Nothing in this section abrogates the City's discretion to deny the use of City property or right-of-ways. The City, in its proprietary capacity, retains the discretion to reject or allow such use.
- (l) Notwithstanding Article 7: Nonconformities, a WCF proposed upon an existing structure permitted in accordance with Table 17-4.2(c)(2)a.1 shall not be construed to expand or otherwise exacerbate an existing nonconformity.
- (m) No variance to the requirements of this section shall be granted by Board of Zoning Appeals.
- (n) An existing utility pole located in the right-of-way may be replaced with a new pole of substantially similar height and placement if it provides better structural support or furthers the specific design and/or esthetic efforts of the City.
- (v) Standards for Approval by Zoning Administrator**
 The Zoning Administrator shall approve a proposed WCF on finding all of the following:
 - (a) The proposed WCF complies with the standards in Sec. 17-4.2(c)(2)a.1(iv), General Wireless Communication Facility (WCF) Standards; and
 - (b) The proposed WCF:
 - (a) Emulates an architectural or landscape feature typical of, or appropriate to, the surrounding area;
 - (b) Respects and, to the extent possible, compliments the style, height, bulk mass, material, and color of existing buildings, structures, vegetation, or uses within the surrounding area;
 - (c) Preserves existing vegetation;
 - (d) Preserves scenic view sheds;

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- (e) Respects existing topography, including minimizing the extent to which the proposed WCF would be a dominant feature upon a hill, crest, ridgeline or other topographical high point;
- (f) Conceals conduit internally and streamlines antenna and equipment;
- (g) Matches the color of the antenna and equipment with existing poles, buildings, and background; and
- (h) Uses decorative metal or fiberglass supports consistent with the redevelopment or aesthetics effort of the area.

(vi) Standards for Approval by Board of Zoning Appeals

In addition to finding the proposed WCF complies with the standards in Sec. 17-2.5(e)(4), Special Exception Permit Decision Standards, the Board of Zoning Appeals shall approve a proposed WCF that requires a special exception upon finding it also complies with the following:

- (a) The standards in Sec. 17-4.2(c)(2)a.1(iv), General Wireless Communication Facility (WCF) Standards; and
- (b) The proposed WCF would not:
 - (a) Endanger the safety of residents, employees, or travelers;
 - (b) Likely result in structural failure;
 - (c) Be located where it would substantially detract from aesthetics and neighborhood character or impair the use of neighboring properties; and
 - (d) Be located within 1,000 feet of another communication tower;
- (c) The proposed user has attempted to co-locate upon existing WCFs;
- (d) The proposed user will allow other users to co-locate upon the WCF in the future subject to the engineering capabilities of the structure; and
- (e) If the proposed WCF is a stealth WCF or an existing WCF upon an existing structure identified in Table 17-4.2(c)(2)a.1 as being subject to this Subsection:
 - (a) The proposed WCF would emulate an architectural or landscape feature typical of, or appropriate to, the surrounding area;
 - (b) The proposed WCF would respect, and to the extent possible compliment, the style, height, bulk, mass,

materials, and color of existing buildings, structures, vegetation or uses within the surrounding area;

- (c) The proposed WCF would preserve existing vegetation;
- (d) The proposed WCF would preserve scenic view sheds; and
- (e) The proposed WCF would respect existing topography, including minimizing the extent to which the proposed WCF would be a dominant feature upon a hill, crest, ridgeline or other topographical high point.

b. Community Service Uses

1. Day Care Facility

Day care facilities shall comply with the following standards:

- (i) Day Care facilities permitted as a principal use shall comply with the South Carolina Department of Social Services Regulations for the licensing of Child Care Centers.
- (ii) Locate outdoor play equipment no closer than 20 feet to any residential lot line.

2. Place of Worship

The City Council may grant modifications of the standards applicable to a place of worship on finding that the modification is necessary to eliminate a substantial burden on religious practice, as guaranteed by the federal Religious Land Use and Institutionalized Persons Act (RLUIPA) of 2000 (42 U.S.C. § 2000 et seq.). In doing so, the Council may impose conditions consistent with RLUIPA that will substantially secure the objectives of the modified standard and substantially mitigate any potential adverse impact on the environment or adjacent development.

c. Parks and Open Space

1. Park or Greenway

A park or greenway shall comply with the following standards:

- (i) All structures and activity areas, including but not limited to outdoor amphitheaters, ball fields, basketball and tennis courts, swimming pools, play grounds, and parking or unloading areas, shall be located a minimum of 50 feet from any residential structure;
- (ii) Height of all structures, including lights, shall not exceed the height limit of the zoning district in which the park or greenway is located; and
- (iii) Service of food and beverages is permitted but shall be limited to service that is incidental to the primary activity of the facility.

UDO TEXT AMENDMENT

Article 3: Zoning Districts Sec. 17-3.7. Overlay Districts (c) OV-A: Airport Safety Overlay District

(a) OV-A: Airport Safety Overlay District

(1) Purpose

The purpose of the Airport Safety (OV-A) Overlay District is to establish standards of safety for lands in the immediate vicinity of airports. District standards protect people and property by limiting physical obstructions which can interfere with aircraft maneuverability and normal operations at Jim Hamilton - L.B. Owens Field Airport, and encourage compatible land uses.

(2) Applicability

The standards and requirements in this section apply to development located in the OV-A District, in addition to base zoning district standards. In instances where there is a conflict between the standards in this district and the base district, the standards in the OV-A District shall control.

(3) Modifications of Otherwise Applicable Development Standards

a. Maximum Height

No structure or tree within the OV-A shall be erected, altered, allowed to grow, or maintained to a height in excess of 35 feet.

b. Prohibited Uses

The following uses are prohibited within the OV-A District:

1. Conversion of non-residential uses for residential purposes.
2. Any use categorized as Group Living in Table 17-4.2(B)(4).
3. Establishment of Household Living Uses outside of a Residential Base Zoning District

c. Public Notification Requirements

Public disclosure regarding proximity to the airport and potential aircraft operation and noise impacts shall be required in accordance with this Subsection for newly created lots within a subdivision plat when such lots are located within the OV-A district.

1. The following statement shall be recorded on all newly created residential lots: "This property is located within the Airport Safety Overlay District and is subject to aircraft operations and aircraft noise. Please contact the City of Columbia Zoning Division for more information on potential impacts and to review the City's Airport Safety Overlay District regulations."
2. In addition, the subdivision owner shall provide public notice regarding proximity to the airport and potential aircraft operation and noise impacts to all prospective purchasers through a written disclosure statement.

Article 3: Zoning Districts Sec. 17-3.7. Overlay Districts (c) OV-A: Airport Safety Overlay District

(a) OV-A: Airport Safety Overlay District

(1) Purpose

The purpose of the Airport Safety (OV-A) Overlay District is to establish standards of safety for lands in the immediate vicinity of airports. District standards protect people and property by limiting physical obstructions which can interfere with aircraft maneuverability and normal operations at Jim Hamilton - L.B. Owens Field Airport, and encourage compatible land uses.

(2) Applicability

The standards and requirements in this section apply to development located in the OV-A District, in addition to base zoning district standards. In instances where there is a conflict between the standards in this district and the base district, the standards in the OV-A District shall control.

(3) Modifications of Otherwise Applicable Development Standards

a. Maximum Height

No structure or tree within the OV-A shall be erected, altered, allowed to grow, or maintained to a height in excess of 35 feet.

b. Prohibited Uses

The following uses are prohibited within the OV-A District:

1. Conversion of non-residential uses for residential purposes.
2. Any use categorized as Group Living in Table 17-4.2(B)(4).

3. Establishment of Household Living Uses outside of a Residential Base Zoning District

c. Public Notification Requirements

Public disclosure regarding proximity to the airport and potential aircraft operation and noise impacts shall be required in accordance with this Subsection for newly created lots within a subdivision plat when such lots are located within the OV-A district.

1. The following statement shall be recorded on all newly created residential lots: "This property is located within the Airport Safety Overlay District and is subject to aircraft operations and aircraft noise. Please contact the City of Columbia Zoning Division for more information on potential impacts and to review the City's Airport Safety Overlay District regulations."

2. In addition, the subdivision owner shall provide public notice regarding proximity to the airport and potential aircraft operation and noise impacts to all prospective purchasers through a written disclosure statement.

Article 4: Use Regulations Sec. 17-4.2. Principal Uses (c)(1)b.2. Standards for Specific Principle Uses, Residential Uses, Group Living Uses, Private Dormitory

2. Private Dormitory

(i) Private dormitories shall comply with the following standards:

(a) Not be located within 600 feet of:

(a) A RSF-1, RSF-2, RSF-3, RD, RD-MV, MU-1, RM-2, or MU2 district; or

(b) A Planned Development district where the majority of the dwelling units are detached single- or two-family dwellings.

(b) Have a maximum density of 150 bedrooms per acre; however the Board of Zoning Appeals may grant a Special Exception Permit in accordance with Sec. 17-2.5(e), Special Exception Permit, to exceed this density. The Board of Zoning Appeals shall not grant such a Special Exception Permit if the application does not include an operation and management plan that describes, at a minimum, the following:

(a) Uses and activities that will occur in conjunction with the dormitory use;

(b) Hours and operation of non-residential services;

(c) Security plan including provisions for common and parking areas;

(d) Noise control;

(e) Provisions for transportation including location for loading/unloading of shuttles or buses, if applicable;

(f) Location of entrances and exits;

(g) Location and management of parking for residents and visitors;

(h) Location of amenities and their relationship and compatibility with adjacent uses.

(c) There shall not be more than one person occupying a bedroom;

(d) ~~A minimum of 0.25 parking spaces per bedroom shall be provided.~~ A minimum of 75 percent of required bicycle parking in all districts shall be located in an enclosed and secured area.

(e) Sidewalks that are a minimum of five feet in width shall be provided along all streets;

(f) An on-site manager shall be on the premises 24 hours a day, seven days a week.

(g) Comply with any designated historic or design overlay district design guidelines.

(h) A private dormitory within the DAC or MC district shall not have more than 60 percent of the total number of dwelling units designed for occupancy by more than three unrelated adults.

(ii) A variance from any of the provisions of this section is prohibited;

(iii) Private dormitories are not allowed within Planned Development (PD) districts, except for parcels located within the Bull Street Planned Unit Development, which are subject only to sections (i)(a)(a), (i)(c), and (i)(f) above.

Article 4: Use Regulations Sec. 17-4.2. Principal Uses (c)(2) Standards for Specific Principle Uses, Public, Civic, and Institutional Uses- Table 17-4.2(C)(2)A.1: Permissibility of Bulk Requirement for Wireless Communication Facilities According to Support Structure

TABLE 17-4.2(C)(2)A.1: PERMISSIBILITY OF BULK REQUIREMENT FOR WIRELESS COMMUNICATION FACILITIES ACCORDING TO SUPPORT STRUCTURE						
SUPPORT STRUCTURE	ZONING DISTRICTS	PERMITTED/TYPE OF REVIEW	MAXIMUM HEIGHT (IN FEET)	MINIMUM SETBACK FROM RESIDENTIAL DISTRICTS [1] (IN FEET)	MINIMUM SETBACK FROM PUBLIC ROW [2] (IN FEET)	
1. New guy-wire communication tower or new lattice communication tower	LL-R, RSF-1, RSF-2, RSF-3, RD, RD-MV, RM-1	Not permitted	N/A			
	MU-1, RM-2, MU-2					
	O-I, GC, RAC					
	DAC, MC, NAC, CAC					
	LI, HI, INS-GEN, INS-U/M, INS-ZOO, INS-T/U, EC	Zoning Administrator	225' [3]	500'	1' for every 1' of structure height	
	OV-CC, OV-ID, OV-5P, OV-NMC, OV-HP	Not permitted	N/A			
2. New Monopole Communication Tower	LL-R, RSF-1, RSF-2, RSF-3, RD, RD-MV, RM-1	Not permitted	N/A			
	MU-1, RM-2, MU-2	Not permitted	N/A			
	O-I, GC, RAC	Special exception	180'	300'	50'	
	DAC, MC, NAC, CAC	Zoning Administrator	225'	300'	0'	
	LI, HI, INS-GEN, INS-U/M, INS-ZOO, INS-T/U, EC	Zoning Administrator	225'	300'	0'	
	OV-CC, OV-ID, OV-5P, OV-NMC, OV-HP	Not permitted	N/A			
3. New LOW-PROFILE stealth wireless communication facility (aka cell tower)	LL-R, RSF-1, RSF-2, RSF-3, RD, RD-MV, RM-1	Special exception [4]	60'	District minimum yard setback [6]	District minimum yard setback [6]	
	MU-1, RM-2, MU-2	Special exception [4]	80'			
	O-I, GC, RAC	Special exception [4]	100' [5]			
	DAC, MC, NAC, CAC					
	LI, HI, INS-GEN, INS-U/M, INS-ZOO, INS-T/U, EC	As permitted above with staff review subject all requirements of this Section.				
	OV-CC, OV-ID, OV-5P, OV-NMC, OV-HP					
4. New HIGH-PROFILE stealth wireless communication facility (aka cell tower)	LL-R, RSF-1, RSF-2, RSF-3, RD, RD-MV, RM-1	Not permitted	N/A			
	MU-1, RM-2, MU-2	Special exception [4]	180'	300'	District minimum yard setback [6]	
	O-I, GC, RAC	Special exception [4]		150' [7]		
	DAC, MC, NAC, CAC			150'		
	LI, HI, INS-GEN, INS-U/M, INS-ZOO, INS-T/U, EC			150'		
	OV-CC, OV-ID, OV-5P, OV-NMC, OV-HP	As permitted above with staff review subject all requirements of this Section.				
5. Existing structure	LL-R, RSF-1, RSF-2, RSF-3, RD, RD-MV, RM-1	Zoning Administrator	Support structure	N/A	0'	

TABLE 17-4.2(C)(2)A.1: PERMISSIBILITY OF BULK REQUIREMENT FOR WIRELESS COMMUNICATION FACILITIES ACCORDING TO SUPPORT STRUCTURE								
SUPPORT STRUCTURE	ZONING DISTRICTS	PERMITTED/TYPE OF REVIEW	MAXIMUM HEIGHT (IN FEET)	MINIMUM SETBACK FROM RESIDENTIAL DISTRICTS [1] (IN FEET)	MINIMUM SETBACK FROM PUBLIC ROW [2] (IN FEET)			
< 40’ high and increase or add height < 10’	MU-1, RM-2, MU-2	Zoning Administrator Special Exception [4]	< 10’ above height of existing structure					
	O-I, GC, RAC	Zoning Administrator						
	DAC, MC, NAC, CAC							
	LI, HI, INS-GEN, INS-U/M, INS-ZOO, INS-T/U, EC							
	OV-CC, OV-ID, OV-5P, OV-NMC, OV-HP	As permitted above with staff review subject all requirements of this Section.						
6. Existing structure > 40’ high and increase or add height < 10’	LL-R, RSF-1, RSF-2, RSF-3, RD, RD-MV, RM-1	Zoning Administrator for co-location upon existing communication towers and no increase to height of tower; otherwise special exception	Support structure < 10’ above height of existing structure	N/A	0’			
	MU-1, RM-2, MU-2							
	O-I, GC, RAC	Zoning Administrator						
	DAC, MC, NAC, CAC							
	LI, HI, INS-GEN, INS-U/M, INS-ZOO, INS-T/U, EC							
	OV-CC, OV-ID, OV-5P, OV-NMC, OV-HP	As permitted above with staff review subject all requirements of this Section.						
	7. Existing structure < 40’ High and Increase or Add Height > 10’ and < 20’	LL-R, RSF-1, RSF-2, RSF-3, RD, RD-MV, RM-1				Not permitted	N/A	
MU-1, RM-2, MU-2		Zoning Administrator Special Exception [4]	Support structure < 20’ above height of existing structure	N/A	0’			
O-I, GC, RAC		Zoning Administrator Special Exception						
DAC, MC, NAC, CAC								
LI, HI, INS-GEN, INS-U/M, INS-ZOO, INS-T/U, EC								
OV-CC, OV-ID, OV-5P, OV-NMC, OV-HP		As permitted above with staff review subject all requirements of this Section.						

8. Existing structure > 40' high and increase or add height > 10' and < 20'	LL-R, RSF-1, RSF-2, RSF-3, RD, RD-MV, RM-1	Zoning Administrator Special Exception [4]	Support structure < 20' above height of existing structure	N/A	0'
	MU-1, RM-2, MU-2	Zoning Administrator Special Exception [4]			
	O-I, GC, RAC	Zoning Administrator Special Exception [4]			
	DAC, MC, NAC, CAC				
	LI, HI, INS-GEN, INS-U/M, INS-ZOO, INS-T/U, EC				
	OV-CC, OV-ID, OV-5P, OV-NMC, OV-HP	As permitted above with staff review subject all requirements of this Section.			
9. Existing structure	LL-R, RSF-1, RSF-2, RSF-3, RD, RD-MV, RM-1	Not permitted	N/A		
	MU-1, RM-2, MU-2				

TABLE 17-4.2(C)(2)A.1: PERMISSIBILITY OF BULK REQUIREMENT FOR WIRELESS COMMUNICATION FACILITIES ACCORDING TO SUPPORT STRUCTURE

SUPPORT STRUCTURE	ZONING DISTRICTS	PERMITTED/TYPE OF REVIEW	MAXIMUM HEIGHT (IN FEET)	MINIMUM SETBACK FROM RESIDENTIAL DISTRICTS [1] (IN FEET)	MINIMUM SETBACK FROM PUBLIC ROW [2] (IN FEET)
< 40' high and increase or add height > 20'	O-I, GC, RAC	Zoning Administrator Special Exception [4]	Support structure < 1 times the height of existing structure	N/A	0'
	DAC, MC, NAC, CAC				
	LI, HI, INS-GEN, INS-U/M, INS-ZOO, INS-T/U, EC				
	OV-CC, OV-ID, OV-5P, OV-NMC, OV-HP	As permitted above with staff review subject all requirements of this Section.			
10. Existing structure > 40' High and Increase or Add Height > 20'	LL-R, RSF-1, RSF-2, RSF-3, RD, RD-MV, RM-1	Not permitted	N/A		
	MU-1, RM-2, MU-2	Zoning Administrator Special Exception [4]	Support structure < 40' above height of existing structure	N/A	0'
	O-I, GC, RAC				
	DAC, MC, NAC, CAC				
	LI, HI, INS-GEN, INS-U/M, INS-ZOO, INS-T/U, EC				
	OV-CC, OV-ID, OV-5P, OV-NMC, OV-HP	As permitted above with staff review subject all requirements of this Section.			

NOTES:

- [1] Includes the LL-R, RSF-1, RSF-2, RSF-3, RD, RD-MV, RM-1, RM-2, MU-1, and MU-2 districts, PUDs that are principally residential, and property zoned similarly within Richland or Lexington Counties.
- [2] A letter from a registered professional structural engineer may be required in accordance with Sec. 17-4.2(c)(2)a.1(iv)(i) below.
- [3] A new guy-wire communication tower or new lattice communication tower having a height of between 225 feet and 300 feet may be only be approved as a special exception.
- [4] Subject to Sec. 17-4.2(c)(2)a.1(vi)(e) below.
- [5] Height may be increased by 30 feet only where the applicant demonstrates to the Board of Zoning Appeals that the additional height is necessary to accommodate the collocation and that the structure is designated and engineered to accommodate additional WCFs.
- [6] See Article 3: Zoning Districts.
- [7] A 300' minimum setback is required from the RSF-1, RSF-2, RSF-3, RD, RD-MV, and RM-1 districts.

ORDINANCE NO.: 2021-062

Amending The Unified Ordinance of the City of Columbia, South Carolina, Article 3: Zoning Districts, Sec. 17-3.7 Overlay Districts, (c) OV-A: Airport Safety Overlay District and Article 4: Use Regulations, Sec. 17-4.2. Principal Uses (c) Standards for Specific Principal Uses (1) Residential Uses, b. Group Living Uses, 2. Private Dormitory, and Table 17-4.2(C)(2)A.1: Permissibility of Bulk Requirement for Wireless Communication Facilities According to Support Structure

BE IT ORDAINED by the Mayor and Council this ____ day of _____, 2021, that The Unified Ordinance of the City of Columbia, South Carolina, Article 3: Zoning Districts, Sec. 17-3.7 Overlay Districts, (c) OV-A: Airport Safety Overlay District and Article 4: Use Regulations, Sec. 17-4.2. Principal Uses (c) Standards for Specific Principal Uses (1) Residential Uses, b. Group Living Uses, 2. Private Dormitory, and Table 17-4.2(C)(2)A.1: Permissibility of Bulk Requirement for Wireless Communication Facilities According to Support Structure are amended to read as follows:

Article 3: Zoning Districts**Sec. 17-3.7. Overlay Districts****(c) OV-A: Airport Safety Overlay District****(1) Purpose**

The purpose of the Airport Safety (OV-A) Overlay District is to establish standards of safety for lands in the immediate vicinity of airports. District standards protect people and property by limiting physical obstructions which can interfere with aircraft maneuverability and normal operations at Jim Hamilton - L.B. Owens Field Airport, and encourage compatible land uses.

(2) Applicability

The standards and requirements in this section apply to development located in the OV-A District, in addition to base zoning district standards. In instances where there is a conflict between the standards in this district and the base district, the standards in the OV-A District shall control.

(3) Modifications of Otherwise Applicable Development Standards**a. Maximum Height**

No structure or tree within the OV-A shall be erected, altered, allowed to grow, or maintained to a height in excess of 35 feet.

b. Prohibited Uses

The following uses are prohibited within the OV-A District:

1. Conversion of non-residential uses for residential purposes.
2. Any use categorized as Group Living in Table 17-4.2(B)(4).

3. Establishment of Household Living Uses outside of a Residential Base Zoning District**c. Public Notification Requirements**

Public disclosure regarding proximity to the airport and potential aircraft operation and noise impacts shall be required in accordance with this Subsection for newly created lots within a subdivision plat when such lots are located within the OV-A district.

1. The following statement shall be recorded on all newly created residential lots: "This property is located within the Airport Safety Overlay District and is subject to aircraft operations and aircraft noise. Please contact the City of Columbia Zoning Division for more information on potential impacts and to review the City's Airport Safety Overlay District regulations."

2. In addition, the subdivision owner shall provide public notice regarding proximity to the airport and potential aircraft operation and noise impacts to all prospective purchasers through a written disclosure statement.

Article 4: Use Regulations**Sec. 17-4.2. Principal Uses****(c) Standards for Specific Principle Uses****(1) Residential Uses****b. Group Living Uses****2. Private Dormitory**

(i) Private dormitories shall comply with the following standards:

(a) Not be located within 600 feet of:

(a) A RSF-1, RSF-2, RSF-3, RD, RD-MV, MU-1, RM-2, or MU2 district; or

(b) A Planned Development district where the majority of the dwelling units are detached single- or two-family dwellings.

(b) Have a maximum density of 150 bedrooms per acre; however, the Board of Zoning Appeals may grant a Special Exception Permit in accordance with Sec. 17-2.5(e), Special Exception Permit, to exceed this density. The Board of Zoning Appeals shall not grant such a Special Exception Permit if the application does not include an operation and management plan that describes, at a minimum, the following:

(a) Uses and activities that will occur in conjunction with the dormitory use;

- (b) Hours and operation of non-residential services;
 - (c) Security plan including provisions for common and parking areas;
 - (d) Noise control;
 - (e) Provisions for transportation including location for loading/unloading of shuttles or buses, if applicable;
 - (f) Location of entrances and exits;
 - (g) Location and management of parking for residents and visitors;
 - (h) Location of amenities and their relationship and compatibility with adjacent uses.
- (c) There shall not be more than one person occupying a bedroom;
 - (d) ~~A minimum of 0.25 parking spaces per bedroom shall be provided.~~ A minimum of 75 percent of required bicycle parking in all districts shall be located in an enclosed and secured area.
 - (e) Sidewalks that are a minimum of five feet in width shall be provided along all streets;
 - (f) An on-site manager shall be on the premises 24 hours a day, seven days a week.
 - (g) Comply with any designated historic or design overlay district design guidelines.
 - (h) A private dormitory within the DAC or MC district shall not have more than 60 percent of the total number of dwelling units designed for occupancy by more than three unrelated adults.
 - (ii) A variance from any of the provisions of this section is prohibited;
 - (iii) Private dormitories are not allowed within Planned Development (PD) districts, except for parcels located within the Bull Street Planned Unit Development, which are subject only to sections (i)(a)(a), (i)(c), and (i)(f) above.

TABLE 17-4.2(C)(2)A.1: PERMISSIBILITY OF BULK REQUIREMENT FOR WIRELESS COMMUNICATION FACILITIES ACCORDING TO SUPPORT STRUCTURE

SUPPORT STRUCTURE	ZONING DISTRICTS	PERMITTED/TYP E OF REVIEW	MAXIMUM HEIGHT (IN FEET)	MINIMUM SETBACK FROM RESIDENTIAL DISTRICTS [1] (IN FEET)	MINIMUM SETBACK FROM PUBLIC ROW [2] (IN FEET)
1. New guy-wire communication tower or new lattice communication tower	LL-R, RSF-1, RSF-2, RSF-3, RD, RD-MV, RM-	Not permitted	N/A		
	MU-1, RM-2, MU-2				
	O-I, GC, RAC				
	DAC, MC, NAC, CAC				
	LI, HI, INS-GEN, INS-U/M, INS-ZOO, INS-T/U,	Zoning Administrator	225' [3]	500'	1' for every 1' of structure height
	OV-CC, OV-ID, OV-5P, OV-NMC, OV-HP	Not permitted	N/A		
2. New Monopole Communication Tower	LL-R, RSF-1, RSF-2, RSF-3, RD, RD-MV, RM-	Not permitted	N/A		
	MU-1, RM-2, MU-2	Not permitted	N/A		
	O-I, GC, RAC	Special exception	180'	300'	50'
	DAC, MC, NAC, CAC	Zoning Administrator	225'	300'	0'
	LI, HI, INS-GEN, INS-U/M, INS-ZOO, INS-T/U,	Zoning Administrator	225'	300'	0'
	OV-CC, OV-ID, OV-5P, OV-NMC, OV-HP	Not permitted	N/A		
3. New LOW- PROFILE stealth wireless communication facility (aka cell tower)	LL-R, RSF-1, RSF-2, RSF-3, RD, RD-MV, RM-	Special exception [4]	60'	District minimum yard setback [6]	District minimum yard setback [6]
	MU-1, RM-2, MU-2	Special exception [4]	80'		
	O-I, GC, RAC	Special exception [4]	100' [5]		
	DAC, MC, NAC, CAC				
	LI, HI, INS-GEN, INS-U/M, INS-ZOO, INS-T/U,				
	OV-CC, OV-ID, OV-5P, OV-NMC, OV-HP	As permitted above with staff review subject all requirements of this Section.			
4. New HIGH-PROFILE stealth wireless communication facility (aka cell tower)	LL-R, RSF-1, RSF-2, RSF-3, RD, RD-MV, RM-	Not permitted	N/A		
	MU-1, RM-2, MU-2	Special exception [4]	180'	300'	District minimum yard setback [6]
	O-I, GC, RAC	Special exception [4]		150' [7]	
	DAC, MC, NAC, CAC			150'	
	LI, HI, INS-GEN, INS-U/M, INS-ZOO, INS-T/U,			150'	
	OV-CC, OV-ID, OV-5P, OV-NMC, OV-HP			As permitted above with staff review subject all requirements of this Section.	
5. Existing structure	LL-R, RSF-1, RSF-2, RSF-3, RD, RD-MV, RM-	Zoning Administrator	Support structure	N/A	0'

TABLE 17-4.2(C)(2)A.1: PERMISSIBILITY OF BULK REQUIREMENT FOR WIRELESS COMMUNICATION FACILITIES ACCORDING TO SUPPORT STRUCTURE

SUPPORT STRUCTURE	ZONING DISTRICTS	PERMITTED/TYP E OF REVIEW	MAXIMUM HEIGHT (IN FEET)	MINIMUM SETBACK FROM RESIDENTIAL DISTRICTS [1] (IN FEET)	MINIMUM SETBACK FROM PUBLIC ROW [2] (IN FEET)				
< 40’ high and increase or add height < 10’	MU-1, RM-2, MU-2	Zoning Administrator Special Exception [4]	< 10’ above height of existing structure						
	O-I, GC, RAC	Zoning Administrator							
	DAC, MC, NAC, CAC								
	LI, HI, INS-GEN, INS-U/M, INS-ZOO, INS-T/U,								
	OV-CC, OV-ID, OV-5P, OV-NMC, OV-HP					As permitted above with staff review subject all requirements of this Section.			
6. Existing structure > 40’ high and increase or add height < 10’	LL-R, RSF-1, RSF-2, RSF-3, RD, RD-MV, RM-MU-1, RM-2, MU-2	Zoning Administrator for co-location upon existing communication towers and no increase to height of tower; otherwise special exception	Support structure < 10’ above height of existing structure	N/A	0’				
	O-I, GC, RAC	Zoning Administrator							
	DAC, MC, NAC, CAC								
	LI, HI, INS-GEN, INS-U/M, INS-ZOO, INS-T/U,								
	OV-CC, OV-ID, OV-5P, OV-NMC, OV-HP					As permitted above with staff review subject all requirements of this Section.			
	7. Existing structure < 40’ High and Increase or Add Height > 10’ and < 20’	LL-R, RSF-1, RSF-2, RSF-3, RD, RD-MV, RM-MU-1, RM-2, MU-2				Not permitted	N/A		
		MU-1, RM-2, MU-2				Zoning Administrator Special Exception [4]	Support structure < 20’ above height of existing structure	N/A	0’
O-I, GC, RAC		Zoning Administrator Special Exception							
DAC, MC, NAC, CAC									
LI, HI, INS-GEN, INS-U/M, INS-ZOO, INS-T/U,									
OV-CC, OV-ID, OV-5P, OV-NMC, OV-HP			As permitted above with staff review subject all requirements of this Section.						

8. Existing structure > 40' high and increase or add height > 10' and < 20'	LL-R, RSF-1, RSF-2, RSF-3, RD, RD-MV, RM-1	Zoning Administrator Special Exception {4}	Support structure < 20' above height of existing structure	N/A	0'
	MU-1, RM-2, MU-2	Zoning Administrator Special Exception {4}			
	O-I, GC, RAC	Zoning Administrator Special Exception {4}			
	DAC, MC, NAC, CAC				
	LI, HI, INS-GEN, INS-U/M, INS-ZOO, INS-T/U,				
	OV-CC, OV-ID, OV-5P, OV-NMC, OV-HP	As permitted above with staff review subject all requirements of this Section.			
9. Existing structure	LL-R, RSF-1, RSF-2, RSF-3, RD, RD-MV, RM-	Not permitted	N/A		
	MU-1, RM-2, MU-2				

TABLE 17-4.2(C)(2)A.1: PERMISSIBILITY OF BULK REQUIREMENT FOR WIRELESS COMMUNICATION FACILITIES ACCORDING TO SUPPORT STRUCTURE

SUPPORT STRUCTURE	ZONING DISTRICTS	PERMITTED/TYP E OF REVIEW	MAXIMUM HEIGHT (IN FEET)	MINIMUM SETBACK FROM RESIDENTIAL DISTRICTS [1] (IN FEET)	MINIMUM SETBACK FROM PUBLIC ROW [2] (IN FEET)
< 40’ high and increase or add height > 20’	O-I, GC, RAC	Zoning Administrator Special Exception [4]	Support structure < 1 times the height of existing structure	N/A	0’
	DAC, MC, NAC, CAC				
	LI, HI, INS-GEN, INS-U/M, INS-ZOO, INS-T/U,				
	OV-CC, OV-ID, OV-5P, OV-NMC, OV-HP				
	As permitted above with staff review subject all requirements of this Section.				
10. Existing structure > 40’ High and Increase or Add Height > 20’	LL-R, RSF-1, RSF-2, RSF-3, RD, RD-MV, RM-	Not permitted	N/A		
	MU-1, RM-2, MU-2	Zoning Administrator Special Exception [4]	Support structure < 40’ above height of existing structure	N/A	0’
	O-I, GC, RAC				
	DAC, MC, NAC, CAC	Zoning Administrator Special Exception			
	LI, HI, INS-GEN, INS-U/M, INS-ZOO, INS-T/U,				
	OV-CC, OV-ID, OV-5P, OV-NMC, OV-HP				
		As permitted above with staff review subject all requirements of this Section.			

NOTES:

- [1] Includes the LL-R, RSF-1, RSF-2, RSF-3, RD, RD-MV, RM-1, RM-2, MU-1, and MU-2 districts, PUDs that are principally residential, and property zoned similarly within Richland or Lexington Counties.
- [2] A letter from a registered professional structural engineer may be required in accordance with Sec. 17-4.2(c)(2)a.1(iv)(i) below.
- [3] A new guy-wire communication tower or new lattice communication tower having a height of between 225 feet and 300 feet may be only be approved as a special exception.
- [4] Subject to Sec. 17-4.2(c)(2)a.1(vi)(e) below.
- [5] Height may be increased by 30 feet only where the applicant demonstrates to the Board of Zoning Appeals that the additional height is necessary to accommodate the collocation and that the structure is designated and engineered to accommodate additional WCFs.
- [6] See Article 3: Zoning Districts.
- [7] A 300' minimum setback is required from the RSF-1, RSF-2, RSF-3, RD, RD-MV, and RM-1 districts.

A copy of the "The Unified Development Ordinance of the City of Columbia, South Carolina as adopted August 20, 2019" is attached hereto and incorporated herein by reference and available for inspection by contacting the City Clerk, City Hall, 3rd Floor, 1737 Main Street, Columbia, South Carolina, 29201; (803) 545-3045; cityclerk@columbiasc.net, or the Zoning Division, 1136 Washington Street, Columbia, South Carolina, 29201; (803) 545-3333, or viewed online at <http://www.weplanttogether.org>.

Requested by:

Assistant City Manager Gentry

Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:

Senior Assistant City Attorney

City Clerk

Introduced:

Final Reading:



We Are Columbia

MEETING DATE: August 17, 2021

DEPARTMENT: Legal Department

FROM: *Shari Ardis, Legal Office Manager*

SUBJECT: Resolution No.: R-2021-047 Approving Assessment Roll for City Center Business Improvement District

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-2021-047 City Center BID Assessment Roll Approval (PDF)
- **#b:** 2022 BID ASSESSMENTS for City (PDF)

RESOLUTION NO.: R-2021-047*Approving Assessment Roll for City Center Business Improvement District*

BE IT RESOLVED by the Mayor and City Council this ____ day of _____, 2021, that the attached Assessment Roll for the City Center Business Improvement District is hereby approved. This resolution shall be effective as of August 28, 2021.

Requested by:

City Manager _____

Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:


Deputy City Attorney

City Clerk

Introduced:

Final Reading:

2021 CITY OF COLUMBIA MUNICIPAL IMPROVEMENT DISTRICT ASSESSMENT ROLL

		OWNER NAME	PROPERTY VALUE	ASSESSMENT FEE	STREET FRONTAGE	STREET FRONTAGE	TOTAL ASSESSMENT FEE	Owner Address	Property Address	City	State/ZIP
*TMS											
09013-03-06		FRIERSON MEGHAN E & ROBERT	\$248,700.00	\$458.60	0	\$0.00	\$458.60	1413 ASSEMBLY ST	1413 ASSEMBLY ST	COLUMBI	SC 29201
09013-03-07		FRIERSON ESTELLE H	\$109,100.00	\$201.18	0	\$0.00	\$201.18	125 CENTER DR	1411 ASSEMBLY ST	LEXINGT	SC 29072
09013-03-08		FRIERSON ESTELLE H % SUSIE PH	\$43,400.00	\$80.03	0	\$0.00	\$80.03	130 HUCKLEBERRY LN	1405 ASSEMBLY ST	SUMMER	SC 29485
09013-03-09		CRG 1401 ASSEMBLY LLC	\$96,100.00	\$177.21	0	\$0.00	\$177.21	2199 INNERBELT BUSINESS	1401 ASSEMBLY ST	ST LOUIS	MO 63114
09013-04-04		WELLS FARGO BANK NATIONAL/A	\$2,500.00	\$4.61	12	\$48.12	\$52.73	1441 MAIN ST SUITE #310	1423 MAIN ST	COLUMBI	SC 29201
09013-04-05		WELLS FARGO BANK NATIONAL/A	\$290,000.00	\$534.76	29	\$116.29	\$651.05	1441 MAIN ST STE 310	1421 MAIN ST	COLUMBI	SC 29201
09013-04-09		MS JOINT VENTURE	\$129,500.00	\$238.80	0	\$0.00	\$238.80	P O BOX 1239	1117 WASHINGTON	COLUMBI	SC 29202
09013-04-10		WELLS FARGO BANK NATIONAL	\$340,500.00	\$627.88	0	\$0.00	\$627.88	1441 MAIN ST STE 310	E/S WASHINGTON	COLUMBI	SC 29201
09013-04-19		WELLS FARGO BANK NATIONAL/A	\$922,800.00	\$1,701.64	97	\$388.97	\$2,090.61	1441 MAIN ST STE 310	1415 MAIN ST	COLUMBI	SC 29201
09013-04-21		WELLS FARGO BANK NATIONAL/A	\$1,531,600.00	\$2,824.27	0	\$0.00	\$2,824.27	1441 MAIN ST STE 310	1104 HAMPTON ST	COLUMBI	SC 29201
09013-04-22		GLEN 1441 LLC %GLENFIELD CA	\$27,101,500.00	\$49,975.17	177	\$709.77	\$50,684.94	3400 PEACHTREE RD NE	1441 MAIN ST	ATLANTA	GA 30326
09013-05-03		GALIUM 1333 MAIN LLC	\$997,900.00	\$1,840.13		\$0.00	\$1,840.13	3323 NE 163RD ST STE 60	1314-8 ASSEMBLY	NORTH MFL	33160
09013-05-21		GALIUM 1333 MAIN LLC	\$20,998,700.00	\$38,721.60	225	\$902.25	\$39,848.85	3323 NE 163RD ST STE 60	1333 MAIN ST	NORTH MFL	33160
09013-05-08		PARKSIDE CENTER LLC	\$4,530,700.00	\$8,354.61	54	\$216.54	\$8,571.15	700 GERVAIS ST STE 275	1135 LADY ST	COLUMBI	SC 29201
09013-05-09		1300 ASSEMBLY LLC	\$289,400.00	\$533.65	0	\$0.00	\$533.65	700 GERVAIS ST #275	1115 LADY ST	COLUMBI	SC 29201
09013-05-10		1300 ASSEMBLY LLC	\$747,500.00	\$1,378.39	0	\$0.00	\$1,378.39	700 GERVAIS ST #275	1105 LADY ST	COLUMBI	SC 29201
09013-05-11		1300 ASSEMBLY LLC	\$653,800.00	\$1,205.61	0	\$0.00	\$1,205.61	720 LADY ST	1304 ASSEMBLY ST	COLUMBI	SC 29201
09013-05-14		LIFCHEA MANUEL	\$270,500.00	\$498.80	0	\$0.00	\$498.80	1322 ASSEMBLY ST	1320 ASSEMBLY ST	COLUMBI	SC 29201
09013-05-15		FRIEDMAN JAY B	\$5,600.00	\$10.33	0	\$0.00	\$10.33	1328 ASSEMBLY ST	1326 ASSEMBLY ST	COLUMBI	SC 29201
09013-05-16		FRIEDMAN JAY B	\$149,600.00	\$275.86	0	\$0.00	\$275.86	1328 ASSEMBLY ST	1326 ASSEMBLY ST	COLUMBI	SC 29201
09013-05-17		FRIEDMAN JAY B & KATHERINE F	\$99,600.00	\$183.66	0	\$0.00	\$183.66	1328 ASSEMBLY ST	1324 ASSEMBLY ST	COLUMBI	SC 29201
09013-05-18		KIEFER AND BAGWELL % EM & LI	\$1,315,700.00	\$2,426.15	0	\$0.00	\$2,426.15	1401 MAIN ST STE 670	1100 WASHINGTON	COLUMBI	SC 29201
09013-05-20		PARKSIDE CENTER LLC	\$176,300.00	\$325.10	35	\$140.35	\$465.45	720 LADY ST	1307 MAIN STREET	COLUMBI	SC 29201
09013-06-01		CAPITOL PLACES IV LLC	\$5,288,000.00	\$9,751.07	105	\$421.05	\$10,172.12	1530 MAIN ST	1350 MAIN ST	COLUMBI	SC 29201
09013-06-02		LONDON FNB LLC	\$1,627,400.00	\$3,000.93	0	\$0.00	\$3,000.93	60 OLD STILL RD	1202 WASHINGTON S	COLUMBI	SC 29223
09013-06-03		DOWN UNDER COLUMBIA LLC - %	\$1,906,000.00	\$3,514.66	53	\$212.53	\$3,727.19	631 COLVILLE RD	1332 MAIN ST	CHARLOT	NC 28207
09013-06-04		HPT SUNBELT PORTFOLIO LLC	\$7,542,900.00	\$13,909.11	0	\$0.00	\$13,909.11	1522 2ND ST	1331 SUMTER ST	SANTA MICA	90401
09013-06-06		FIRST CITIZENS BANK & TRUST	\$261,600.00	\$482.39	0	\$0.00	\$482.39	P.O. BOX 29	1313 SUMTER ST	COLUMBI	SC 29202
09013-06-07		FIRST CITIZENS BANK & TRUST	\$3,636,200.00	\$6,705.15	0	\$0.00	\$6,705.15	P.O. BOX 29	1225 LADY ST	COLUMBI	SC 29202
09013-06-08		FIRST COMMUNITY BANK	\$1,775,100.00	\$3,273.28	0	\$0.00	\$3,273.28	5455 SUNSET BLVD	1213 LADY ST	LEXINGT	SC 29072
09013-06-10		FIRST CITIZENS BANK & TRUST	\$240,500.00	\$443.48	52	\$208.52	\$652.00	P.O. BOX 29	1300 MAIN ST	COLUMBI	SC 29202
09013-06-11		FIRST-CITIZENS BANK & TRUST	\$116,200.00	\$214.27	25	\$100.25	\$314.52	P.O. BOX 29	1306 MAIN ST	COLUMBI	SC 29202
09013-06-12		WILLOUGHBY FARMS & FOOD LLC	\$169,000.00	\$311.64	26	\$104.26	\$415.90	930 RICHLAND ST STE #4	1310 MAIN ST	COLUMBI	SC 29205
09013-06-15		HPT SUNBELT PORTFOLIO LLC	\$48,756,300.00	\$89,906.62	158	\$633.58	\$90,540.20	1522 2ND ST	1326 MAIN ST	SANTA MICA	90401
09013-07-03		FIRST-CITIZENS BANK &	\$18,998,900.00	\$35,033.97	229	\$918.29	\$35,952.26	P.O. BOX 29	1230 MAIN ST	TORRANCA	CA 90202
09013-07-08		RED CURB INVESTMENTS LLC	\$1,034,700.00	\$1,907.99	103	\$413.03	\$2,321.02	PO BOX 995	1200 GERVAIS ST	TORRANCA	CA 90508
09013-07-09		RED CURB INVESTMENTS LLC	\$825,000.00	\$1,521.30	27	\$108.27	\$1,629.57	1600 CABRILLO AVE	1202 MAIN ST	TORRANCA	CA 90501
09013-07-10		FIRST CITIZENS BANK & TRUST C	\$403,700.00	\$744.42	26	\$104.26	\$848.68	1314 PARK STREET	1204 MAIN ST	COLUMBI	SC 29201
09013-07-12		FIRST CITIZENS BANK & TRUST	\$927,000.00	\$1,709.39	107	\$429.07	\$2,138.46	P.O. BOX 29	1210 MAIN ST	COLUMBI	SC 29202
09013-08-04		1122 LADY NOVEL COWORKING LI	\$10,021,800.00	\$18,480.20	122	\$489.22	\$18,969.42	318 W ADAMS ST STE 200	1227 MAIN ST	CHICAGO	IL 60606
09013-08-05		EOSII AT 1221 MAIN STREET LLC	\$48,750,000.00	\$89,895.00	86	\$344.86	\$90,239.86	800 NEWPORT CENTER D	1221 MAIN ST	NEWPORT	CA 92660
09013-08-14		HAMILTON CAPITOL CENTER LLC	\$36,240,500.00	\$66,827.48	228	\$914.28	\$67,741.76	1201 MAIN ST - SUITE 230	1201 MAIN ST	COLUMBI	SC 29201
09013-08-15		CITY CENTER DEVELOPMENT LLC	\$1,055,400.00	\$1,946.16	0	\$0.00	\$1,946.16	4500 FORT JACKSON BLV	1280 ASSEMBLY ST	COLUMBI	SC 29209
09013-08-16		HAMILTON CAPITOL CENTER LLC	\$119,500.00	\$220.36	0	\$0.00	\$220.36	1201 MAIN ST - SUITE 230	GERVAIS ST	COLUMBI	SC 29201
09013-08-17		TPM REALTY LLC	\$873,700.00	\$1,611.10	0	\$0.00	\$1,611.10	1003 LAURENS RD	1241 ASSEMBLY ST	GREENVI	SC 29607
09013-08-18		TPM REALTY LLC	\$138,100.00	\$254.66	0	\$0.00	\$254.66	1003 LAURENS RD	1235 ASSEMBLY ST	GREENVI	SC 29607
09013-09-11		CRISPY FLOUNDER LLC	\$741,200.00	\$1,366.77	0	\$0.00	\$1,366.77	141 EAST BAY ST	1215 ASSEMBLY ST	CHARLES	SC 29111
09013-09-12		PINNACLE INC	\$782,000.00	\$1,442.01	0	\$0.00	\$1,442.01	PO BOX 2003	1207 ASSEMBLY ST	COLUMBI	SC 29112
09013-09-14		CONSTANCE LLC ETAL	\$273,100.00	\$503.60	0	\$0.00	\$503.60	P.O. BOX 2003	1041 GERVAIS ST	COLUMBI	SC 29112

09013-09-23	G H BELL FAMILY LIMITED	\$1,159,200.00	\$2,137.56	0	\$0.00	\$2,137.56	P O. BOX 14247	1219 ASSEMBLY ST	SAVANNAH GA 31416
09013-10-06	SWAMPFOX HOLDINGS LLC	\$996,600.00	\$1,837.73	0	\$0.00	\$1,837.73	1337 ASSEMBLY ST	COLUMBIA SC 29201	
09013-10-10A	GALUM 1333 MAIN LLC	\$1,450,000.00	\$2,673.80	0	\$0.00	\$2,673.80	NORTH MIAMI BEACH	1301 ASSEMBLY ST	NORTH FL 33160
09013-10-10B	GALUM 1333 MAIN LLC	\$1,576,200.00	\$2,906.51	0	\$0.00	\$2,906.51	NORTH MIAMI BEACH	1301 ASSEMBLY ST	NORTH FL 33160
09014-03-05	ROCHE JOSEPH B & CARMELLA M	\$158,500.00	\$292.27	0	\$0.00	\$292.27	1213 BLANDING ST	COLUMBIA SC 29201	
09014-03-06	CATHERINE KELLY D/B/A	\$297,900.00	\$549.33	0	\$0.00	\$549.33	1209 BLANDING ST	COLUMBIA SC 29201	
09014-03-07	RUBIN JEANNIE M	\$89,800.00	\$165.59	32	\$128.32	\$293.91	2428 WHEAT ST	COLUMBIA SC 29205	
09014-03-08	RUBIN JEANNIE M	\$747,800.00	\$1,378.94	47	\$188.47	\$1,567.41	2428 WHEAT ST	COLUMBIA SC 29205	
09014-03-09	BAW CONSULTING CORPORATION	\$245,300.00	\$452.33	25	\$100.25	\$552.58	902 SHADOWLEAF CT	COLUMBIA SC 29212	
09014-03-10	LRB LLC	\$713,000.00	\$1,314.77	55	\$220.55	\$1,535.32	2323 LINCOLN ST	1712 MAIN ST	COLUMBIA SC 29201
09014-03-11	ROCHE JOSEPH B SR & CARMELL	\$72,000.00	\$132.77	0	\$0.00	\$132.77	1215 BLANDING ST	COLUMBIA SC 29201	
09014-03-12	HUMPHRIES DANNY G & ANN	\$62,100.00	\$114.51	0	\$0.00	\$114.51	1217 BLANDING ST	COLUMBIA SC 29201	
09014-03-13	ROCHE JOSEPH B SR & CARMELL	\$26,700.00	\$49.23	0	\$0.00	\$49.23	1215 BLANDING ST	COLUMBIA SC 29201	
09014-04-01	SYNCO TAPPS BUILDING LLC	\$3,642,900.00	\$6,717.51	67	\$268.67	\$6,986.18	6060 PIEDMONT ROW DR	1642 MAIN ST	CHARLOTTE NC 28287
09014-04-02	PSC HOLDINGS LLC	\$1,262,200.00	\$2,327.50	0	\$0.00	\$2,327.50	1220 BLANDING ST	1619 SUMTER ST	COLUMBIA SC 29211
09014-04-04	GSM 1619 SUMTER LLC	\$2,150,000.00	\$3,964.60	0	\$0.00	\$3,964.60	1634 MAIN ST	1600 MAIN ST	COLUMBIA SC 29201
09014-04-13	CAPITOL PLACES II LLC	\$1,553,000.00	\$2,863.73	51	\$204.51	\$3,068.24	1338 MAIN ST STE 203	1606 MAIN ST	COLUMBIA SC 29202
09014-04-14	CAPITOL PLACES LLC	\$213,300.00	\$393.33	26	\$104.26	\$497.59	1338 MAIN ST STE 203	1610-2 MAIN ST	COLUMBIA SC 29223
09014-04-15	PAIK JIN YOUNG & JUNG HEI L	\$229,900.00	\$423.94	28	\$112.28	\$536.22	54 UPPER POND RD	1614 MAIN ST	COLUMBIA SC 29201
09014-04-16	1614 MAIN LLC	\$646,000.00	\$1,191.22	45	\$180.45	\$1,371.67	1624 MAIN ST	1620-4 MAIN ST	COLUMBIA SC 29201
09014-04-17	M & M MAIN LLC	\$780,200.00	\$1,438.69	41	\$164.41	\$1,603.10	1624 MAIN ST	1626 MAIN ST	COLUMBIA SC 29201
09014-04-18	M & M MAIN LLC	\$2,130,000.00	\$3,927.72	41	\$164.41	\$4,092.13	1624 MAIN ST	1634 MAIN ST	COLUMBIA SC 29201
09014-04-19	BELSER FIVE LLC	\$784,400.00	\$1,446.43	61	\$244.61	\$1,691.04	1634 MAIN ST	1328 BLANDING ST	COLUMBIA SC 29201
09014-05-12	M3S PROPERTIES LLC	\$631,200.00	\$1,163.93	0	\$0.00	\$1,163.93	1328 BLANDING ST	1233 WASHINGTON	LEXINGTON KY 40172
09014-08-10	1233 WASHINGTON STREET LLC	\$10,265,600.00	\$18,929.77	0	\$0.00	\$18,929.77	328 W MAIN ST	1211 WASHINGTON	CRESTVIEW KY 41017
09014-08-14	CP COLUMBIA LLC	\$192,300.00	\$354.60	0	\$0.00	\$354.60	740 CENTRE VIEW BLVD	1400 MAIN ST	COLUMBIA SC
09014-08-15	LONDON I LLC	\$8,211,000.00	\$15,141.08	51	\$204.51	\$15,345.59	60 OLD STILL ROD	1210 HAMPTON ST	CRESTVIEW KY 41017
09014-08-17	CP COLUMBIA LLC	\$23,271,900.00	\$42,913.38	0	\$0.00	\$42,913.38	740 CENTRE VIEW BLVD	1469 SUMTER ST	COLUMBIA SC 29260
09014-08-19	P C PARTNERSHIP	\$513,000.00	\$945.97	0	\$0.00	\$945.97	PO BOX 6637	1465 SUMTER ST	COLUMBIA SC 29260
09014-08-20	P C PARTNERSHIP	\$530,200.00	\$977.69	0	\$0.00	\$977.69	PO BOX 6637	1401 SUMTER ST	COLUMBIA SC 29260
09014-08-21	P C PARTNERSHIP	\$402,300.00	\$741.84	0	\$0.00	\$741.84	PO BOX 6637	1556 MAIN ST	COLUMBIA SC 29201
09014-09-01	1556 M AND T LLC	\$2,214,200.00	\$4,082.98	60	\$240.60	\$4,323.58	912 LADY ST 2ND FL	1216 TAYLOR ST	COLUMBIA SC 29201
09014-09-03	GSM TAYLOR LLC	\$502,500.00	\$926.61	0	\$0.00	\$926.61	1624 MAIN ST	1218 TAYLOR ST	COLUMBIA SC 29201
09014-09-04	GSM TAYLOR LLC	\$530,600.00	\$978.43	0	\$0.00	\$978.43	1624 MAIN ST	1220 TAYLOR ST	COLUMBIA SC 29211
09014-09-05	SUMTER LLC. % ROBERT B LEW	\$1,727,800.00	\$3,186.06	0	\$0.00	\$3,186.06	PO BOX 11803	1545 SUMTER ST	COLUMBIA SC 29201
09014-09-06	MARKETPLACE DEVELOPMENT LL	\$1,082,700.00	\$1,996.50	0	\$0.00	\$1,996.50	1201 HAMPTON ST STE 2A	1500 MAIN ST	COLUMBIA SC 29201
09014-09-16	SYLVAN BUILDING INVESTMENT C	\$939,600.00	\$1,732.62	33	\$132.33	\$1,864.95	1201 HAMPTON ST	1508 MAIN ST	COLUMBIA SC 29202
09014-09-18	CAPITOL PLACES I LLC	\$2,228,000.00	\$4,108.43	66	\$264.66	\$4,373.09	PO BOX 2851	1538 MAIN ST	COLUMBIA SC 29223
09014-09-23	PAIK JIN YOUNG & HUNG HEI L	\$385,800.00	\$711.42	25	\$100.25	\$811.67	314 LEANING TREET RD	1544 MAIN ST	COLUMBIA SC 29201
09014-09-24	1544 MAIN LLC	\$410,100.00	\$756.22	25	\$100.25	\$856.47	1544 MAIN ST	1534 MAIN ST	FALLS CHURCH VA 22044
09014-09-25	SEEKFOR AARON M TRUST	\$271,900.00	\$501.38	25	\$100.25	\$601.63	6025 BROOK DR	1645 MAIN ST	COLUMBIA SC 29201
09014-10-04	MAIN & BLANDING LLC	\$689,700.00	\$1,271.81	26	\$104.26	\$1,376.07	1209 LINCOLN ST	1639 MAIN ST	COLUMBIA SC 29016
09014-10-05	1645 MAIN STREET LLC	\$182,400.00	\$336.35	26	\$104.26	\$440.61	1645 MAIN ST	1637 MAIN ST	CHAPIN SC 29036
09014-10-06	1639 MAIN STREET LLC	\$326,300.00	\$601.70	53	\$212.53	\$814.23	109 WESTLAKE FARMS DR	1635 MAIN ST	COLUMBIA SC 29211
09014-10-07	CLM PROPERTIES	\$237,400.00	\$437.77	26	\$104.26	\$542.03	404-A SMALLWOOD DR	1631 MAIN ST	COLUMBIA SC 29216
09014-10-08	CLM PROPERTIES LLC	\$519,700.00	\$958.33	26	\$104.26	\$1,062.59	PO BOX 11803	1627 MAIN ST	COLUMBIA SC 29201
09014-10-09	CLM PROPERTIES LLC	\$188,400.00	\$347.41	24	\$94.24	\$441.64	PO BOX 11803	1623-5 MAIN ST	COLUMBIA SC 29201
09014-10-10	KIM WON H & HWA CHA	\$272,600.00	\$502.67	31	\$124.31	\$626.98	109 WESTLAKE FARM DR	1619 MAIN ST	COLUMBIA SC 29201
09014-10-11	GSM MAIN LLC	\$906,700.00	\$1,671.95	25	\$100.25	\$1,772.20	1624 MAIN ST	1613-7 MAIN ST	COLUMBIA SC 29201
09014-10-12	GSM MAIN LLC	\$1,381,500.00	\$2,547.49	44	\$176.44	\$2,723.93	1624 MAIN ST	1611 MAIN ST	COLUMBIA SC 29201
09014-10-13	1613 MAIN STREET ASSOCIATES -	\$946,100.00	\$1,744.61	32	\$128.32	\$1,872.93	1613 MAIN ST	1611 MAIN ST	COLUMBIA SC 29201
09014-10-14	KINGS JEWELERS INC	\$269,200.00	\$496.40	25	\$100.25	\$596.65	1611 MAIN ST		

2021 CITY OF COLUMBIA MUNICIPAL IMPROVEMENT DISTRICT ASSESSMENT ROLL

09014-10-16	1601 MAIN OWNER LLC	\$810,400.00	\$1,494.38	50	\$200.50	\$1,694.88	3565 HIGHWAY 194 SOUTH	1601 MAIN ST	VALLE CRNC 28691
09014-10-17	PEGGY POTTER	\$85,100.00	\$156.92	0	\$0.00	\$156.92	701 GERVAIS ST STE 150	1113 TAYLOR ST	COLUMBI SC 29201
09014-10-18	PEAKE RALPH T & HUGH A	\$118,200.00	\$217.96	0	\$0.00	\$217.96	PO BOX 753	1111 TAYLOR ST	COLUMBI SC 29202
09014-10-20	0217 PROPERTIES LLC	\$119,300.00	\$219.99	0	\$0.00	\$219.99	1116 BLANDING ST STE 2/2	MARLBORO BLDG	COLUMBI SC 29201
09014-10-21	0217 PROPERTIES LLC	\$145,700.00	\$268.67	0	\$0.00	\$268.67	1116 BLANDING ST STE 2/2	MARLBORO BLDG	COLUMBI SC 29201
09014-10-22	IMGRUND ALEXANDER S & /KATH	\$121,900.00	\$224.78	0	\$0.00	\$224.78	16 WEST TOMBEE LN	4 MARLBORO BLDG	COLUMBI SC 29209
09014-10-23	WALLER PROPERTIES LLC	\$120,000.00	\$221.28	0	\$0.00	\$221.28	1116 BLANDING ST STE 2/2	3 MARLBORO BLDG	COLUMBI SC 29201
09014-10-24	LOUTHIAN HERBERT W	\$119,400.00	\$220.17	0	\$0.00	\$220.17	PO BOX 1299	6 MARLBORO BLDG	COLUMBI SC 29202
09014-10-25	STRIFLING JAN S	\$112,800.00	\$208.00	0	\$0.00	\$208.00	1116 BLANDING ST UNIT 5	MARLBORO BLDG	COLUMBI SC 29201
09014-11-06	M W PARTNERS	\$460,900.00	\$849.90	40	\$160.40	\$1,010.30	1545 MAIN ST	1545 MAIN ST	COLUMBI SC 29201
09014-11-07	SEEKFORD AARON M	\$297,500.00	\$548.59	26	\$104.26	\$652.85	6025 BROOK DR	1537 MAIN ST	FALLS CH VA 22044
09014-11-08	LOUNGANI SUNDER U	\$182,600.00	\$336.71	25	\$100.25	\$436.96	1535 MAIN ST	1535 MAIN ST	COLUMBI SC 29201
09014-11-17	HAMPTON ASSEMBLY CO	\$12,170,900.00	\$22,443.14	0	\$0.00	\$22,443.14	1201 HAMPTON STREET	1501 MAIN ST	COLUMBI SC 29201
09015-01-02	MCDONALDS CORP	\$1,410,400.00	\$2,600.78	0	\$0.00	\$2,600.78	PO BOX 24227 / A DELAWARE	1024 ELMWOOD AV	COLUMBI SC 29224
09015-01-03	BLAM PROPERTIES LLC	\$385,300.00	\$710.49	0	\$0.00	\$710.49	121 RIDEOUTTE POINT RD	2015 ASSEMBLY ST	IRMO SC 29063
09015-01-04	NEW LIBERTY BUILDING LLC	\$1,264,700.00	\$2,332.11	0	\$0.00	\$2,332.11	2001 ASSEMBLY ST	2001 ASSEMBLY ST	COLUMBI SC 29201
09015-02-01	RATCFORD SYLVIA M	\$383,600.00	\$707.36	0	\$0.00	\$707.36	PO BOX 1607	1100AB ELMWOOD	IRMO SC 29063
09015-02-07	HERBERT FAMILY TRUST	\$145,000.00	\$267.38	79	\$316.79	\$584.17	PO BOX 21	2001 MAIN ST	THE PLAIN VA 20198
09015-02-08	T B ROACH PROPERTIES LLC	\$122,700.00	\$226.26	0	\$0.00	\$226.26	1533 BROCKWALL DR	1123 CALHOUN ST	COLUMBI SC 29206
09015-02-10	AGFIRST FARM CREDIT BANK -AT	\$1,139,900.00	\$2,101.98	0	\$0.00	\$2,101.98	1401 HAMPTON ST	1115 CALHOUN ST	COLUMBI SC 29201
09015-02-12	REESE JEESE T III	\$298,700.00	\$550.80	0	\$0.00	\$550.80	PO BOX 1026	2014 ASSEMBLY ST	COLUMBI SC 29202
09015-02-13	SAVITZ JENNIFER C	\$263,800.00	\$486.45	0	\$0.00	\$486.45	2016 ASSEMBLY ST	2016 ASSEMBLY ST	COLUMBI SC 29201
09015-02-15	RATCFORD DAVID M TRUST	\$723,200.00	\$1,333.58	0	\$0.00	\$1,333.58	PO BOX 1607	2026 ASSEMBLY ST	IRMO SC 29063
09015-04-03	FABCO OF COLUMBIA INC	\$64,000.00	\$118.02	0	\$0.00	\$118.02	PO BOX 2804	1322 CALHOUN ST	COLUMBI SC 29202
09015-04-04	FABCO OF COLUMBIA INC	\$181,600.00	\$334.87	0	\$0.00	\$334.87	PO BOX 2804	1324 CALHOUN ST	COLUMBI SC 29202
09015-04-05	IN THE HOUSE LLC	\$263,200.00	\$485.34	0	\$0.00	\$485.34	2965 N MAIN ST	1330 CALHOUN ST	COLUMBI SC 29201
09015-04-06	EBENEZER LUTHERAN CHURCH	\$249,900.00	\$460.82	0	\$0.00	\$460.82	1301 RICHLAND ST	1927 MARION ST	COLUMBI SC 29201
09015-04-08	REPUBLICAN TRUST BUILDING CO	\$397,200.00	\$732.44	0	\$0.00	\$732.44	PO Box 12373	1913 MARION ST	COLUMBI SC 29211
09015-04-10	CHANEY LANE LLC	\$70,300.00	\$129.63	0	\$0.00	\$129.63	1331 RICHLAND ST	1905 MARION ST	COLUMBI SC 29201
09015-04-11	CHANEY LANE LLC	\$174,600.00	\$321.96	0	\$0.00	\$321.96	1331 RICHLAND ST	1329 RICHLAND ST	COLUMBI SC 29201
09015-04-14	DOWNIE BARBARA L	\$232,000.00	\$427.81	0	\$0.00	\$427.81	1327 RICHLAND ST	1327 RICHLAND ST	COLUMBI SC 29201
09015-06-01	PAGE TINA C	\$185,500.00	\$342.06	0	\$0.00	\$342.06	916 EDGE DR UNIT A	1830 MARION ST	N MYRTL SC 29582
09015-07-01	DAVIS DIANE H	\$303,500.00	\$559.65	0	\$0.00	\$559.65	4116 TRENHOLM RD	1400 LAUREL ST	COLUMBI SC 29206
09015-07-02	MADE MARION LLC	\$197,700.00	\$364.56	0	\$0.00	\$364.56	1722 MARION ST	1722 MARION ST	COLUMBI SC 29201
09015-07-05	LAUREL PROPERTY LLC	\$124,900.00	\$230.32	0	\$0.00	\$230.32	PO BOX 11675	1718 MARION ST	COLUMBI SC 29201
09015-08-02	ROSEN JOSEPH B	\$224,300.00	\$413.61	0	\$0.00	\$413.61	PO BOX 28	1320 LAUREL ST	COLUMBI SC 29202
09015-08-03	CTREH LLC	\$723,100.00	\$1,333.40	0	\$0.00	\$1,333.40	1717 MARION ST	1717 MARION ST	COLUMBI SC 29201
09015-08-04	CLAGETT PROPERTY PARTNERS	\$459,500.00	\$847.32	0	\$0.00	\$847.32	PO BOX 1476	1330 LAUREL ST	COLUMBI SC 29202
09015-08-06	1329 BLANDING LLC	\$560,500.00	\$1,033.56	0	\$0.00	\$1,033.56	1329 BLANDING ST	1329 BLANDING ST	COLUMBI SC 29201
09015-08-08	BLANDING I LLC	\$257,100.00	\$474.09	0	\$0.00	\$474.09	3444 KEENAN DR	1321 BLANDING ST	COLUMBI SC 29201
09015-08-09	RAYE HOLDINGS LLC	\$506,300.00	\$933.62	0	\$0.00	\$933.62	857 HAMPTON CREEK WA	1315 BLANDING ST	COLUMBI SC 29209
09015-08-12	JCA PROPERTIES LP	\$1,208,700.00	\$2,228.84	0	\$0.00	\$2,228.84	857 HAMPTON CREEK WA	1303 BLANDING ST	COLUMBI SC 29209
09015-08-13	ROSEN JOSEPH B	\$324,100.00	\$597.64	0	\$0.00	\$597.64	PO BOX 28	1708 SUMTER ST	COLUMBI SC 29202
09015-08-15	ROSEN JOSEPH B	\$135,900.00	\$250.60	0	\$0.00	\$250.60	PO BOX 28	1714 SUMTER ST	COLUMBI SC 29202
09015-09-01	SMITH STALVEY LLC	\$226,900.00	\$418.40	0	\$0.00	\$418.40	412 LOUISE AVE	1830 SUMTER ST	CHARLOI NC 28204
09015-09-05	1320 RICHLAND ST LAW OFFICE/L	\$310,400.00	\$572.38	0	\$0.00	\$572.38	1320 RICHLAND ST	1320 RICHLAND ST	COLUMBI SC 29201
09015-09-06	AZAR JOSEPH S	\$69,700.00	\$128.53	0	\$0.00	\$128.53	619 KING ST APT 701	1324 RICHLAND ST	COLUMBI SC 29205
09015-09-07	NIRMALA MA LLC	\$211,600.00	\$390.19	0	\$0.00	\$390.19	1328 RICHLAND ST	1328 RICHLAND ST	LEXINGT SC 29071
09015-09-08	THOMAS V MARTIN	\$247,700.00	\$456.76	0	\$0.00	\$456.76	1330 RICHLAND ST	1330 RICHLAND ST	COLUMBI SC 29202
09015-09-09	HENDRICKS BROTHERS LLC	\$263,100.00	\$485.16	0	\$0.00	\$485.16	PO BOX 7773	1829 MARION ST	COLUMBI SC 29202
09015-09-10	SANDERS CAROLYN H	\$346,300.00	\$638.58	0	\$0.00	\$638.58	1819 MARION ST	1819 MARION ST	COLUMBI SC 29201
09015-09-11	LUCILLE LLC THE	\$262,000.00	\$483.13	0	\$0.00	\$483.13	3444 KEENAN DR	1817 MARION ST	COLUMBI SC 29201
09015-09-12	LOBSTER INVESTMENT PROPERT	\$161,000.00	\$296.88	0	\$0.00	\$296.88	1813 MARION ST	1813 MARION ST	COLUMBI SC 29201

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09015-09-13	MATHEWS KENNETH M		\$308,800.00	\$569.43	0	\$0.00	\$569.43	1331 LAUREL ST	COLUMB	SC 29201
09015-09-14	EMK PROPERTIES LLC % MR CA		\$296,500.00	\$546.75	0	\$0.00	\$546.75	1325 LAUREL ST	IRMO	SC 29063
09015-09-15	JOYE LOUISE T		\$104,000.00	\$191.78	0	\$0.00	\$191.78	1309 LAUREL ST	COLUMB	SC 29206
09015-09-16	JOYE LOUISE T		\$96,000.00	\$177.02	0	\$0.00	\$177.02	1319 LAUREL ST	COLUMB	SC 29206
09015-09-18	SUMTER STREET COMPANY LLC		\$110,500.00	\$203.76	0	\$0.00	\$203.76	1305 LAUREL ST	COLUMB SC 29201	
09015-09-19	SUMTER STREET COMPANY LLC		\$244,900.00	\$451.60	0	\$0.00	\$451.60	1301 LAUREL ST	COLUMB	SC 29201
09015-09-20	SUMTER STREET COMPANY LLC		\$375,500.00	\$692.42	0	\$0.00	\$692.42	1812 SUMTER ST	COLUMB SC 29201	
09015-09-21	SUMTER ST CO LLC ETAL		\$1,500,800.00	\$2,767.48	0	\$0.00	\$2,767.48	1818 SUMTER ST	COLUMB SC 29202	
09015-09-23	COLES JOHNNY		\$201,500.00	\$371.57	0	\$0.00	\$371.57	1828 SUMTER ST	COLUMB	SC 29210
09015-10-01	ELITE BUILDING LLC		\$594,900.00	\$1,097.00	54	\$216.54	\$1,313.54	1734 MAIN ST	COLUMB	SC 29204
09015-10-02	LOTT LLC		\$319,800.00	\$589.71	0	\$0.00	\$589.71	1208 LAUREL ST	COLUMB	SC 29201
09015-10-06	GSM 1700 BLOCK LLC		\$434,700.00	\$801.59	0	\$0.00	\$801.59	1727 SUMTER ST	COLUMB	SC 29201
09015-10-10	GSM 1700 BLOCK LLC		\$710,200.00	\$1,309.61	45	\$180.45	\$1,490.06	1726-8 MAIN ST	COLUMB	SC 29201
09015-10-11	GSM 1700 BLOCK LLC		\$1,365,300.00	\$2,517.61	52	\$208.52	\$2,726.13	1730 MAIN ST	COLUMB	SC 29201
09015-11-02	JOHNSON POPE D III		\$357,000.00	\$658.31	0	\$0.00	\$658.31	1831 SUMTER STRE	COLUMB	SC 29201
09015-11-03	HERBKERSMAN BROTHERS /INVE		\$218,000.00	\$401.99	0	\$0.00	\$401.99	1825 SUMTER ST	COLUMB	SC 29201
09015-13-27	AGFIRST FARM CREDIT BANK - AT		\$25,701,600.00	\$47,393.75	100	\$401.00	\$47,794.75	1901 MAIN	COLUMB	SC 29202
09015-13-31	AGFIRST FARM CREDIT BANK		\$340,600.00	\$628.07	0	\$0.00	\$628.07	1120 CALHOUN ST	COLUMB	SC 29202
09015-13-32	AGFIRST FARM CREDIT BANK		\$336,600.00	\$620.69	200	\$802.00	\$1,422.69	WIS MAIN ST	COLUMB	SC 29202
09015-13-33	AGFIRST FARM CREDIT BANK		\$2,053,900.00	\$3,787.39	0	\$0.00	\$3,787.39	1920 ASSEMBLY ST	COLUMB	SC 29202
09015-13-34	BANK TOWER COLUMBIA		\$926,200.00	\$1,707.91	0	\$0.00	\$1,707.91	1900 ASSEMBLY ST	COLUMB	SC 29202
09015-13-35	AGFIRST FARM CREDIT BANK		\$1,018,000.00	\$1,877.19	100	\$401.00	\$2,278.19	WIS MAIN ST	COLUMB	SC 29201
09015-13-36	AGFIRST FARM CREDIT BANK		\$350,600.00	\$646.51	0	\$0.00	\$646.51	1910 ASSEMBLY ST	COLUMB	SC 29202
09015-14-06	JEFFERSON SQUARE LLC		\$9,043,900.00	\$16,676.95	124	\$497.24	\$17,174.19	1801 MAIN ST	CHARLO	NC 28210
09015-15-04	SC PROPERTY BUILDS LLC		\$2,600,200.00	\$4,794.77	0	\$0.00	\$4,794.77	1801 ASSEMBLY ST	COLUMB	SC 29201
09015-16-09	ASSEMBLY CALHOUN LLC ETAL		\$508,900.00	\$938.41	0	\$0.00	\$938.41	1931 ASSEMBLY ST	SARASO	FL 34231
09015-16-14	KELLY PATRICK JJ		\$3,751,000.00	\$6,916.84	0	\$0.00	\$6,916.84	1901 ASSEMBLY ST	SEATTLE	WA 98125
09016-07-01	KUBILUS GLENN T & LAURA C		\$202,200.00	\$372.86	0	\$0.00	\$372.86	2040 MARION ST	COLUMB	SC 29201
09016-07-15	CARSON CHARLES		\$267,300.00	\$492.90	0	\$0.00	\$492.90	1403 CALHOUN ST	COLUMB	SC 29206
09016-07-16	SANDS INVESTMENT PROPERTIES		\$971,200.00	\$1,790.89	0	\$0.00	\$1,790.89	2008 MARION ST	COLUMB	SC 29202
09016-07-17	BROWNSTEIN ASSOCIATES LLC		\$472,500.00	\$871.29	0	\$0.00	\$871.29	2022 MARION ST	COLUMB	SC 29202
09016-07-18	BROWNSTEIN ASSOCIATES LLC		\$166,300.00	\$306.66	0	\$0.00	\$306.66	2034 MARION ST	COLUMB	SC 29202
09016-10-01	CLARK MICKEY C		\$132,300.00	\$243.96	0	\$0.00	\$243.96	2032 SUMTER ST	COLUMB	SC 29212
09016-10-02	CLARK MICKEY C		\$185,800.00	\$342.62	0	\$0.00	\$342.62	2024 SUMTER ST	COLUMB	SC 29201
09016-10-03	MITCHELL MARY ELLEN & WILLIE I		\$140,200.00	\$258.53	0	\$0.00	\$258.53	1308 ELMWOOD AV	COLUMB	SC 29201
09016-10-05	ARRON STANLEY G &/CHARLES S		\$650,000.00	\$1,198.60	0	\$0.00	\$1,198.60	1320 ELMWOOD AV	COLUMB	SC 29201
09016-10-12	UPTOWN PROPERTIES LLC		\$91,500.00	\$168.73	0	\$0.00	\$168.73	1331 CALHOUN ST	COLUMB SC 29205	
09016-10-13	CARSON PROPERTIES PARKING L		\$46,900.00	\$86.48	0	\$0.00	\$86.48	1329 CALHOUN ST	COLUMB	SC 29206
09016-10-14	CARSON CHARLES		\$69,600.00	\$128.34	0	\$0.00	\$128.34	1323 CALHOUN ST	COLUMB	SC 29206
09016-10-18	KIRKWOOD PROPERTIES 2 LLC		\$303,100.00	\$558.92	0	\$0.00	\$558.92	1315 CALHOUN ST	COLUMB	SC 29204
09016-10-19	LIGHTHOUSE LABELS LLC		\$190,000.00	\$350.36	0	\$0.00	\$350.36	1307 CALHOUN ST	BLYTHEV	SC 29016
09016-10-20	BRUCCOLI LAYMAN PARTNERSHIP		\$190,700.00	\$351.65	0	\$0.00	\$351.65	2000 SUMTER ST	COLUMB	SC 29201
09016-10-21	BRUCCOLI DEVELOPMENT CO		\$378,100.00	\$697.22	0	\$0.00	\$697.22	2006 SUMTER ST	COLUMB	SC 29201
09016-10-22	CAROLINA EYE & EAR REAL ESTA		\$253,100.00	\$466.72	0	\$0.00	\$466.72	2010-4 SUMTER ST	COLUMB	SC 29201
09016-10-24	CAROLINA EYE & EAR REAL ESTA		\$926,700.00	\$1,708.83	0	\$0.00	\$1,708.83	2016 SUMTER ST	COLUMB	SC 29202
09082-01-01	1813 MAIN LLC		\$66,200.00	\$122.07	2	\$8.02	\$130.09	1813 MAIN ST	COLUMB	SC 29201
2-01-02	1813 MAIN LLC		\$146,000.00	\$269.22	2	\$8.02	\$277.24	1813 MAIN ST	COLUMB	SC 29201
2-01-03	1813 MAIN LLC		\$125,400.00	\$231.24	2	\$8.02	\$239.26	1813 MAIN ST	COLUMB	SC 29201
2-01-04	1813 MAIN LLC		\$116,700.00	\$215.19	2	\$8.02	\$223.21	1813 MAIN ST	COLUMB	SC 29201
2-01-05	1813 MAIN LLC		\$67,200.00	\$123.92	2	\$8.02	\$131.94	1813 MAIN ST	COLUMB	SC 29201
2-02-01	1813 MAIN LLC		\$71,900.00	\$132.58	2	\$8.02	\$140.60	1813 MAIN ST	COLUMB	SC 29201
2-02-02	1813 MAIN LLC		\$76,200.00	\$140.51	2	\$8.02	\$148.53	1813 MAIN ST	COLUMB	SC 29201
2-02-03	1813 MAIN LLC		\$184,800.00	\$340.77	2	\$8.02	\$348.79	1813 MAIN ST	COLUMB	SC 29201

2021 CITY OF COLUMBIA MUNICIPAL IMPROVEMENT DISTRICT ASSESSMENT ROLL

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09084-01-02	ATRIA NICHOLAS D	\$82,000.00	\$151.21	5	\$20.05	\$171.26	1720 MAIN ST STE 103	1720 MAIN ST	COLUMB	SC 29201
09084-01-03	NANCE PATRICK H & CAROLYN A	\$96,700.00	\$178.31	5	\$20.05	\$198.36	1720 MAIN ST STE 104	1720 MAIN ST	COLUMB	SC 29201
09084-01-04	STORM CAT PROPERTIES	\$83,800.00	\$154.53	5	\$20.05	\$174.58	1720 MAIN ST SUITE 105	1720 MAIN ST	COLUMB	SC 29201
09084-01-05	THOMAS LAURA M	\$79,900.00	\$147.34	5	\$20.05	\$167.39	1720 MAIN ST STE 106	1720 MAIN ST	COLUMB	SC 29201
09084-01-06	PALMETTO PSYCHOLOGICAL LLC	\$68,000.00	\$125.39	5	\$20.05	\$145.44	1720 MAIN ST STE 101	1720 MAIN ST	COLUMB	SC 29201
09084-02-01	KSB LP	\$183,200.00	\$337.82	5	\$20.05	\$357.87	1720 MAIN ST UNIT 201	1720 MAIN ST	COLUMB	SC 29201
09084-02-02	KSB LP	\$190,300.00	\$350.91	5	\$20.05	\$370.96	1720 MAIN ST UNIT 201	1720 MAIN ST	COLUMB	SC 29201
09084-02-03	KSB LP	\$159,500.00	\$294.12	5	\$20.05	\$314.17	1720 MAIN ST UNIT 201	1720 MAIN ST	COLUMB	SC 29201
09084-02-04	KSB LP	\$119,000.00	\$219.44	5	\$20.05	\$239.49	1720 MAIN ST UNIT 201	1720 MAIN ST	COLUMB	SC 29201
09084-03-01	J B S ENTERPRISES	\$157,100.00	\$289.69	5	\$20.05	\$309.74	1720 MAIN ST UNIT 302	1720 MAIN ST	COLUMB	SC 29201
09084-03-02	SWERLING JACK B	\$163,000.00	\$300.57	5	\$20.05	\$320.62	1720 MAIN ST SUITE 301	1720 MAIN ST	COLUMB	SC 29201
09084-03-03	SWERLING JACK B	\$136,700.00	\$252.07	5	\$20.05	\$272.12	1720 MAIN ST SUITE 301	1720 MAIN ST	COLUMB	SC 29201
09084-03-04	J B S ENTERPRISES	\$102,100.00	\$188.27	5	\$20.05	\$208.32	1720 MAIN ST UNIT 301	1720 MAIN ST	COLUMB	SC 29201
09084-04-01	SHIVER HOLDINGS LLC	\$220,000.00	\$405.68	5	\$20.05	\$425.73	1530 MCSWAIN DR	1-A BOUCHIER BLD	WEST CO	SC 29169
09084-04-02	WDMC SC HOLDINGS LLC	\$151,000.00	\$278.44	5	\$20.05	\$298.49	P O BOX 37109	1-B BOUCHIER BLD	CHARLOTTE	NC 28237
09084-05-01	VOLUNTEER PROPERTY MANAGE	\$190,600.00	\$351.47	5	\$20.05	\$371.52	119 WOODROW ST	2-A BOUCHIER BLD	COLUMB	SC 29205
09084-05-02	ESCALIER LLC	\$195,000.00	\$359.58	5	\$20.05	\$379.63	1634 MAIN ST	2-B BOUCHIER BLD	COLUMB	SC 29201
09084-06-01	PARISE PROPERTIES LLC	\$220,500.00	\$406.60	5	\$20.05	\$426.65	P O BOX 8443	3-A BOUCHIER BLD	COLUMB	SC 29202
09084-06-02	PARISE PROPERTIES LLC	\$162,200.00	\$299.10	5	\$20.05	\$319.15	P O BOX 8443	3-B BOUCHIER BLD	COLUMB	SC 29202
11401-01-01	GOODKIND JOHN M & ALICE C	\$297,600.00	\$548.77	0	\$0.00	\$548.77	15 HIAWATHA HEIGHTS R	1340 SUMTER ST	WOODST	CT 06282
11401-01-02	1316 WASHINGTON LLC	\$251,200.00	\$463.21	0	\$0.00	\$463.21	1316 WASHINGTON ST	1314 WASHINGTON	COLUMB	SC 29201
11401-01-03	1316 WASHINGTON LLC	\$517,200.00	\$953.72	0	\$0.00	\$953.72	1316 WASHINGTON ST	1316 WASHINGTON	COLUMB	SC 29201
11401-01-05	CAPITOL PLACES VI LLC	\$14,637,700.00	\$26,991.92	0	\$0.00	\$26,991.92	PO BOX 2851	1321 LADY ST	COLUMB	SC 29202
11401-01-07	CAPITOL PLACES VI, LLC	\$96,600.00	\$178.13	0	\$0.00	\$178.13	PO BOX 2851	LADY ST	COLUMB	SC 29202
11401-01-08	PALMETTO CITIZENS FCU	\$642,500.00	\$1,184.77	0	\$0.00	\$1,184.77	PO BOX 5846	1313 LADY ST	COLUMB	SC 29211
11401-01-09	PALMETTO CITIZENS FCU	\$539,200.00	\$994.28	0	\$0.00	\$994.28	PO BOX 5846	1305 LADY ST	COLUMB	SC 29211
11401-01-10	PALMETTO CITIZENS FCU	\$1,261,200.00	\$2,325.65	0	\$0.00	\$2,325.65	PO BOX 5846	1300 SUMTER ST	COLUMB	SC 29211
11401-01-14	POURNARAS NICHOLAS J & /KAL	\$500,000.00	\$922.00	0	\$0.00	\$922.00	103 REGATTA PT	1332-4 SUMTER ST	COLUMB	SC 29212
11401-01-15	EN 1331 LADY OWNER LLC - ATT	\$2,493,800.00	\$4,598.57	0	\$0.00	\$4,598.57	10 ROBINHOOD RD	1331 LADY ST	WHITE PLINY	10605
11401-02-01	FIRST - CITIZENS BANK	\$778,900.00	\$1,436.29	0	\$0.00	\$1,436.29	P O BOX 29	1230 LADY ST	COLUMB	SC 29202
11401-02-02	FIRST - CITIZENS BANK AND TRUST	\$880,900.00	\$1,624.38	0	\$0.00	\$1,624.38	P O BOX 29	1246 LADY ST	COLUMB	SC 29202
09014-08-01	CORE CAMPUS COLUMBIA I LLC	\$48,488,500.00	\$89,412.79	78	\$312.78	\$89,725.57	2234 W NORTH AVE	1446 MAIN ST	CHICAGIL	60647
09014-08-22	CORE CAMPUS COLUMBIA I LLC	\$1,226,700.00	\$2,262.03	0	\$0.00	\$2,262.03	2234 W NORTH AVE	1415 SUMTER ST	CHICAGIL	60647
11491-01-01	BRABHAM OIL CO.	\$2,068,700.00	\$3,814.68	0	\$0.00	\$3,814.68	POB 330	1310 LADY ST	BAMBER	SC 29003-
11401-03-02	KEENAN BLDG PRTSHP	\$2,944,100.00	\$5,428.92	0	\$0.00	\$5,428.92	PO BOX 11610	1219 MARION ST	COLUMB	SC 29211
11401-03-03	LADY ST ASSOCIATES % KEENAN	\$519,600.00	\$958.14	0	\$0.00	\$958.14	PO BOX 11610	1331 GERVAIS ST	COLUMB	SC 29211
11401-03-04	ROIB 1301 GERVAIS LLC	\$24,549,100.00	\$45,268.54	0	\$0.00	\$45,268.54	504 RHETT ST STE 200	1301 GERVAIS	GREENVI	SC 29601
R11491-06-01	CSD 600 LLC	\$800,000.00	\$1,475.20	0	\$0.00	\$1,475.20	1310 LADY ST STE 600	600 1310 LADY ST	COLUMB	SC 29201
11401-03-06	KEENAN BUILDING PARTNRSHP	\$200.00	\$0.37	0	\$0.00	\$0.37	P O BOX 11610	1222 SUMTER ST	COLUMB	SC 29211
11401-03-07	LADY STREET ASSOCIATES A	\$511,600.00	\$943.39	0	\$0.00	\$943.39	P O BOX 11610	1331 GERVAIS ST	COLUMB	SC 29211
11401-03-08	LADY STREET ASSOC A S C	\$9,219,400.00	\$17,000.57	0	\$0.00	\$17,000.57	P O BOX 11610	1233 MARION ST	COLUMB	SC 29211
11402-03-03	FLB APARTMENT LLC	\$8,962,000.00	\$16,525.93	0	\$0.00	\$16,525.93	5350 POPLAR AVE-STE 73	1401 HAMPTON ST	MEMPHIS	TN 38119
11402-16-01	PALMETTO CITIZENS FEDERAL	\$3,123,900.00	\$5,760.47	0	\$0.00	\$5,760.47	PO BOX 5846	1320 WASHINGTON	COLUMB	SC 29201
11403-14-01	MARION STREET PARTNERS LLC	\$3,930,900.00	\$7,248.58	0	\$0.00	\$7,248.58	1612 MARION ST 4TH FLO	1612 MARION ST	COLUMB	SC 29201
R09088-01-02	SOMETHING SPECIAL FLORIST	\$153,400.00	0	0	0	\$282.87	2201 QUAIL HOLLOW CT	C-1 CAPITOL	WEST CO	SC 29169
R09088-02-02	KENNEDY GEORGE L &	\$216,900.00	0	0	0	\$399.96	42 MOUNT VISTA AVE	UNT203 1546 MAIN	GREENVI	SC 29605
91-02-01	AWESOME J LLC	\$195,200.00	0	0	0	\$359.95	1520 MAIN ST UNIT 1E	UNT 1E 1520 MAIN	COLUMB	SC 29201
91-02-02	MICHEL KYLE G	\$179,700.00	0	0	0	\$331.37	1520 MAIN ST STE 1-A	UNT 1D 1520 MAIN	COLUMB	SC 29201
91-02-03	PASCATAN PROPERTIES LLC	\$172,100.00	0	0	0	\$317.35	9 OLD STILL RD	UNT 1C 1520 MAIN	COLUMB	29223
91-02-04	INSITE LAND GROUP LLC	\$179,700.00	0	0	0	\$331.37	1327 MILFORD RD	UNT 1B 1520 MAIN	COLUMB	SC 29201
91-02-05	MICHEL KYLE G	\$237,200.00	0	0	0	\$437.40	1520 MAIN ST STE 1-A	UNT 1A 1520 MAIN	COLUMB	SC 29201
91-05-01	BOYLE JOHN E & DONNA P	255,000	0	0	0	\$470.22	205A 60TH ST	UNT 3H 1520 MAIN	VIRGINI	VA 23061

2021 CITY OF COLUMBIA MUNICIPAL IMPROVEMENT DISTRICT ASSESSMENT ROLL

R09091-05-05	BLAKEWOOD BEN & MARCIA	240,000	0	0	0	\$442.56	524 RAMBLEWOOD LN	UNT 3D 1520 MAIN	CHAPIN	SC 29036
R09091-05-06	DUKE ENERGY CAROLINAS LLC	264,900	0	0	0	\$488.48	400 S. TRYON ST - MAIL CODE ST22M	UNT 3C 1520 MAIN	CHARLO TTE	NC 28285
R09091-05-07	DUCKENFIELD MARTHA B	242,000	0	0	0	\$446.25	UNT 3B 1520 MAIN ST	UNT 3B 1520 MAIN	COLUMB	29201
R09091-06-08	JARROTT MOORE JTWRS	186,800	0	0	0	\$344.46	1155 HEINS RD	UNT 4I 1520 MAIN	ELGIN	SC 29045
		\$560,341,700.00	\$1,028,617.87	4311	\$17,285.11	\$1,050,780.20				
REPORT UPDATED: June 22, 2021										



We Are Columbia

MEETING DATE: August 17, 2021

DEPARTMENT: Legal Department

FROM: *Shari Ardis, Legal Office Manager*

SUBJECT: Resolution No.: R-2021-090 Supporting We Love Five Points LLC's proposed concept for development of the former Wells Fargo property located at 705 Saluda Avenue in Five Points

FUNDING SOURCE & ORIGINAL BUDGET:

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

ATTACHMENTS:

- **#a:** R-2021-090 Wells Fargo Five Points Development (PDF)

RESOLUTION NO.: R-2021-090

Supporting We Love Five Points LLC's proposed concept for development of the former Wells Fargo property located at 705 Saluda Avenue in Five Points

WHEREAS, the City of Columbia and Five Points Association have worked together for decades to address the public infrastructure needs of the Five Points business district, and;

WHEREAS, the City of Columbia recognizes that the availability of public parking is an economic driver within business districts, and;

WHEREAS, structured parking helps promote the density and viability of commercial office, retail, restaurant, and hospitality businesses in areas where development space may be limited and the City is in a unique position to provide that level of infrastructure, and;

WHEREAS, it has been shown in the Vista, Main Street District, BullStreet District that a publicly owned parking deck has been essential to increasing successful development in those areas, and;

WHEREAS, the City of Columbia has partnered with public and private agencies for years to encourage growth, development, and investment within the Five Points District, and;

WHEREAS, the City of Columbia has renewed its focus to recruit and develop businesses to Five Points in 2019 through our acquisition of 2221 Devine Street and the creation of the Five Points Development Plan, and;

WHEREAS, the Wells Fargo Branch located at 705 Saluda Avenue closed permanently in February 2021, and;

WHEREAS, We Love Five Points LLC has a contract to purchase the Wells Fargo property located at 705 Saluda Ave; and;

WHEREAS, We Love Five Points LLC intends to develop the site with a hotel (100-120 keys), 45,000 square feet of technology office and co-working space, 10,000 square feet of retail (6-8 locations), and;

WHEREAS, such project programming is subject to modification as the development project progresses forward, and;

WHEREAS, to meet both the parking needs of the proposed development as well as the needs of the Five Points District, a structured parking deck is necessary; and,

WHEREAS, it is estimated that this structured parking deck will provide +/- 450 parking spaces, to include publicly available parking, and;

WHEREAS, the developer and the City have discussed the structured parking deck being owned and maintained by the City, and;

WHEREAS, the developer has requested the City participate by purchasing the land necessary for the parking deck and providing the funding to build the parking deck, which the City commits only to consider, and;

WHEREAS, the estimated budget for the land acquisition and the design/construction of the parking deck is approximately \$14,000,000, and;

WHEREAS, early discussions with stakeholders indicates support for the project as a whole as well as the public parking deck; and,

WHEREAS, if the City participates in the parking deck, the Developer will commit to leasing a portion of the parking spaces in the deck at an established market rate, and any remaining spaces will be made available to serve the other parking needs in Five Points, and;

WHEREAS, the Developer will be allowed to transfer the lease of the parking spaces to the various tenants of the development (hotel, office, restaurant, retail, etc...) at the time of occupancy, and;

WHEREAS, the City of Columbia has partnered with Richland County on the Commercial Development Incentive Program that may be available to support the project to include the Parking Deck component or a portion thereof, provided the Development meets the criteria set forth in the program guidelines and is approved by both City of Columbia and Richland County Councils, and;

WHEREAS, any future participation by the City may include a combination of incentives and dollars; and,

WHEREAS, no funds will be expended by or expected from the City until and unless a Parking Development Agreement is approved for the project that outlines the terms of the partnership between the Developer and the City, and;

WHEREAS, the Developer shall provide project specific information regarding the development sufficient to support City participation to include letters of commitment from tenants, letters of commitment to lease parking spaces, confirmation of ownership of the property, etc; NOW and THEREFORE,

BE IT RESOLVED by the Mayor and Council on this ____ day of _____, 2021, that City Council has acknowledged support of the proposed development concept on the property at 705 Saluda Ave, and;

BE IT FURTHER RESOLVED, that the City of Columbia hereby expresses interest in working alongside the Developer as the project progresses forward to further consider City participation in the project, provided the development is consistent with the proposed concept and an agreement of terms is negotiated and approved.

Requested by:

Assistant City Manager Gentry

Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:


Deputy City Attorney

City Clerk

Introduced:

Final Reading:



We Are Columbia

MEETING DATE: August 17, 2021

DEPARTMENT: Legal Department

FROM: *Shari Ardis, Legal Office Manager*

SUBJECT: Resolution No.: R-2021-091 Ratifying and Authorizing the City Manager to execute an Agreement between the City of Columbia and Celia Saxon Shopping Center, LLC for the Employee Health Center

FUNDING SOURCE & ORIGINAL BUDGET:

FOCUS AREAS: Planning Together

ATTACHMENTS:

- **#a:** R-2021-091 Celia Saxon Shopping Center (Employee Clinic) (PDF)
- **#b:** APPROVED Celia Saxon Shopping Center Lease FY 21-22 (PDF)

RESOLUTION NO.: R-2021-091

*Ratifying and Authorizing the City Manager to execute a Sublease Agreement with
Celia Saxon Shopping Center, LLC for the lease of Suite 110 and Suite 112
2012 Harden Street for the Employee Health Center*

BE IT RESOLVED by the Mayor and City Council this ____ day of _____, 2021 that the City Manager's execution of the attached Sublease Agreement for the Employee Health Center, between the City of Columbia and Celia Saxon Shopping Center, LLC, or in a form to be approved by the City Attorney, for lease of Suite 110 and Suite 112 2012 Harden Street Celia Saxon Shopping Center for the terms and conditions therein contained is hereby ratified and approved.

(Funding source: 6048920).

Requested by:

Assistant City Manager Palen

Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:



Senior Assistant City Attorney

City Clerk

Introduced:

Final Reading:

STATE OF SOUTH CAROLINA)

COUNTY OF RICHLAND)

SUBLEASE AGREEMENT
(Resolution R-2021-091)

THIS SUBLEASE AGREEMENT is made by and between Celia Saxon Shopping Center LLC, a South Carolina Corporation, (hereinafter, "Landlord"), and The City of Columbia, South Carolina, (hereinafter, "Tenant").

W I T N E S S E T H :

WHEREAS, the above-stated parties desire to enter into an agreement whereby Tenant shall rent from Landlord certain premises set forth below; and,

WHEREAS, the Parties desire to set forth their rights and remedies regarding the demised property; and,

NOW, THEREFORE, for and in consideration of Tenant's payments of rent and the mutual covenants and promises contained herein, the Parties hereby agree as follows:

ARTICLE 1. SUBLEASED PREMISES

1.1 Subleased Premises. Subject to all the terms and conditions of this Sublease, Landlord has demised and Subleased, and hereby confirms such demise and Sublease to Tenant, and Tenant has hired and Subleased, and hereby confirms such hire and Sublease from Landlord, the land not less than 3297 square feet in the Subleased Premises being shown and outlined on the site plan attached hereto as Exhibit "A". The Subleased Premises is situated within the Celia Saxon Shopping Center, constructed by Landlord as herein provided, at the northeastern corner of the intersection of Harden Street with Walker Solomon Way in Columbia, South Carolina. The term Shopping Center as used herein shall mean and refer to the land Subleased by Landlord from the Authority, together with the buildings and other structures from time to time thereon. For the purpose of this document, the Subleased Premises shall extend to the exterior faces of all walls or to the building line where there is no wall, or to the center line of those walls separating the Subleased Premises from other leased premises in the Shopping Center, together with the appurtenances specifically granted in this Sublease, but reserving and accepting to Landlord the use of the exterior walls and the roof and the right to install, maintain, use, repair and replace pipes, ducts, conduits and wires leading through the Subleased Premises in locations which will not materially interfere with Tenant's use thereof and serving other parts of the Shopping Center. Tenant's address in the Shopping Center is 2012 Harden Street, Suite 110 and 112 Columbia, S.C. 29204. Tenant recognizes and agrees that, the "Common Area" (or "Common Areas") is the part of the Shopping Center, not occupied by buildings and made available for the non-exclusive use of all tenants, and their customers, employees and invitees, including among other facilities, parking area, sidewalks, landscaping, curbs, loading areas, private streets and alleys, lighting facilities, hallways, malls, restrooms, roofs, exterior wall surfaces and other areas and improvements provided by Landlord for the common use of all tenants, all of which shall be subject to Landlord's management and control. Tenant's use of the Common Area, shall be in harmony hereof, and Tenant's right to the Common Area shall be non-exclusive and reasonable and reasonably restricted and limited by Landlord, as solely determined by Landlord, and Tenant shall make no extraordinary use of the Common Area, nor utilize advertising, without the advance written approval of the Landlord (for the purposes of this provision, "Tenant" means, Tenant's concessionaires, officers, employees, agents, customers and invitees).

1.2 Permitted Encumbrances. Ad Valorem taxes for 2012 and subsequent years are permitted encumbrances; provided, however, the rent for the year in which the Sublease begins shall be prorated based upon the period of occupancy of the Tenant for that year;

ARTICLE 2. TERM

2.1 Term. Commencing on the "Commencement Date" as July 1, 2021, hereinafter defined and ending one (1) year thereafter, except that in the event the Commencement Date is a day other than the first day of a calendar month, said term shall extend for said number of years in addition to the remainder of the calendar month following the Commencement Date (the "Initial Term"). Tenant has the option to renew this Sublease for an additional term of three (3) years ("First Renewal Term") under the same terms and conditions as exist at the end of the initial Term. To exercise its renewal option, Tenant shall deliver in writing to Landlord a notice of such election no later than ninety (90) days prior to the termination of the initial Term to exercise the First Renewal Term. Access prior to the Commencement of the Term, shall be arranged by consultation with Landlord. Each party shall have the right to terminate this Agreement, with or without cause, by providing ninety (90) days written notice.

2.2 Security Deposit. Prior to or contemporaneous with the Commencement Date, Tenant shall deposit with the Landlord the amount of Five Thousand and No/100 (\$5,000.00) Dollars ("Security Deposit"). Tenant agrees that the Security Deposit may be deposited into an operating account of Landlord and utilized by Landlord for the operation of the Premises. The Security Deposit is to be refunded to Tenant upon vacating the Premises at the expiration of the Sublease, or any renewal hereof, if the Tenant is not then in default and the premises are returned to the Landlord in, "broom clean" condition, with no waste committed. In no event, may the Security Deposit be deemed by, or utilized by, Tenant to be available to offset Rent or Additional Rent, or any monies due to Landlord under this Sublease.

2.3 Delivery of Premises. On or before the Commencement Date, Landlord shall have completed the following at its sole cost and expense:

- a. Provide Tenant with an HVAC inspection letter from a licensed and bonded contractor attesting that the HVAC system currently in use at the Premises is in proper working condition; and,
- b. Prepared the Premises then delivered the Premises to Tenant in broom-clean condition.

2.4 Holding Over. At any expiration or cancellation of this Sublease, should Tenant hold over for any reason, it is hereby agreed that, in the absence of a written agreement to the contrary, such tenancy shall be from month to month only on the same terms hereof, with the rent escalation set forth herein.

2.5 Return of Premises. Tenant shall, on the last day of the term, or upon sooner termination of the Term, or Renewal Term hereof, peaceably and quietly surrender the Premises to Landlord in as good condition and repair as at the Commencement Date, and shall also surrender any new buildings, structures, replacements or additions, or improvements constructed, erected, added, or placed thereon, with normal wear and tear excepted.

ARTICLE 3. RENT

3.1 Basic Rent/Common Area Costs. During the One Year Term, the Fixed Rent shall be based on a fee of approximately \$12.50 per square foot of leased space in the Shopping Center or \$3,424.00 per month or \$41,088 per year. At the end of the Term, the parties will negotiate the Fixed Rent for any additional Extension Term at least 180 days, but no more than 270 days prior to the expiration of the Initial Term. For any Renewal Term, the Rental payments due to the Landlord shall escalate by ten percent (10%), consistent with provision 2.1 herein. The Fixed Rent for a Fractional Month (if any) shall be apportioned on a per diem basis, calculated on the basis of a thirty (30)-day month, and shall be payable upon the commencement of the Lease Term. Common Area Costs- In addition to the monthly Fixed Rent, there will be an additional cost of approximately \$3.74 per square foot of the leased space for the Cost of the Common Area Maintenance, otherwise specified herein, Tenant shall pay to Landlord a contribution towards "common area maintenance" such sum payable in equal monthly installments in advance on the first day of each month during the Lease Term. Tenant's Pro Rata Share shall be based upon the reasonably estimated annual cost of operation and maintenance of the Common Area. This cost for the above mentioned Subleased space is approximately \$3.74 per square foot x 3297 square feet, or \$12,324.00 per year or \$1,027 per month for the duration of the Sublease.

3.2 Additional Rent. In addition to the Basic Rent provided for above, Tenant shall pay to Landlord as additional rent ("Additional Rent") all amounts as set forth throughout this Sublease. A default in payment of Additional Rent by Tenant shall give Landlord the right to exercise the same remedies as for a default in the payment of Basic Rent.

3.3 Payment of Rent. All Basic and Additional Rent is due and payable in advance on the tenth (10th) day of each calendar month (or, as to invoiced Additional Rent, within ten (10) days after receipt of written demand) and is to be paid to Landlord. In the event that any installment of Basic Rent, Additional Rent, or other sums payable hereunder by Tenant to Landlord are not paid on the due date, Tenant shall pay, in addition to such unpaid installment, a late payment penalty of Fifty (\$50.00) Dollars for each day said rent is in arrears beginning on the first (1st) day after said rent is due, or the highest interest rate permitted by law in the event the Fifty (\$50.00) Dollar late payment penalty is deemed invalid by a Court of competent jurisdiction.

3.4 Net Sublease. The Basic Rent provided for herein shall be in addition to and over and above all other charges, expenses, costs, impositions, utilities, insurance, and other payments whatsoever to be made by Tenant under this Sublease as more fully described herein.

ARTICLE 4. USE AND OPERATION

4.1 Permitted Uses. During the Term of this Sublease, the Premises may only be used for, lawful purposes, which for this Sublease is said to be, a Medical and Wellness Center to be operated by an independent contractor engaged

by the City of Columbia to provide medical, pharmaceutical and wellness services to current City employees, City retirees and dependents, (hereinafter, "Medical and Wellness Center").

4.2 Prohibited Uses. Tenant shall not use, occupy, suffer, or permit the Premises or any part thereof to be used in any manner which would in any way: (a) violate any statute, ordinance, law, or regulation affecting the Premises, (b) make void, voidable, or unobtainable any insurance coverage required by this Sublease to be maintained by Tenant, (c) constitute a public or private nuisance, or (d) cause Tenant to default in any of its other obligations under this Sublease.

4.3 Leaving Premises Unoccupied. Tenant shall have the right, at any time, to leave the Premises unoccupied; provided that during any such period that the Premises is unoccupied, Tenant shall still be responsible for the Premises and all contents thereof, and Tenant shall not during any such period be released from its obligations under this Sublease, both financial and custodial. The Landlord acknowledges that the City is self-insured, which consists solely of the protection and rights provided to City under the South Carolina Tort Claims Act. The currently effective limitations on liability under said Act are set forth in Section 15-78-120 of the Code of Laws of South Carolina 1976, as amended.

4.4 Compliance with Laws, Ordinances and Regulations. The use of the Premises will be a permitted use under all applicable statutes, codes, rules, regulations, and ordinances. Landlord represents and warrants to Tenant that the Premises shall at all times comply with all applicable laws governing its use and occupancy. Landlord shall at Landlord's sole expense, promptly comply with and carry out all orders, requirements, or conditions now or hereafter imposed upon Landlord or Tenant by the ordinances, laws, and/or regulations of any Governmental authorities, as may apply to the Premises. If during the term of this Sublease the application of any statute, code, or ordinance of any government authority, agency, official, or officer applicable to the Premises makes it impossible or not economical for Tenant to operate in the Premises, then Tenant, at its option, may terminate this Sublease, whereupon the Basic Rent and Additional Rent and all other charges payable hereunder by Tenant shall be apportioned as of such date of termination, and all monies owed to Landlord are immediately due and payable.

ARTICLE 5. ASSIGNMENT AND SUBLETTING

5.1 Assignment and Subletting. Provided Tenant is not in default hereunder, Tenant may seek a written approval from the Landlord to assign this Sublease and/or make Subleases of all or any portion of the Premises. Any permitted assignee/subtenant may use the Premises for any lawful purpose permitted by this Sublease. Landlord may assign this Sublease and all rights hereunder provided Tenant's use and enjoyment of the Premises during the term of this Sublease is not disturbed.

ARTICLE 6. STRUCTURAL ALTERATIONS AND REPAIRS

6.1 Structural and Non-Structural Alterations. Tenant may make reasonable structural and reasonable non-structural alterations, installations, substitutions, decorations, and improvements ("Tenant Improvements") in and to the Premises as Tenant may reasonably desire to adapt the Premises to Tenant's business purposes. Each such Tenant Improvement shall be completed in accordance with all applicable codes, rules, and regulations. Tenant shall not exercise the right and privilege granted by this Article in such manner as to damage permanently the structural qualities of the building. Tenant may make such additions, improvements, or alterations to the Premises at its sole cost and expense. Tenant shall not permit mechanics liens to become attached or remain on the Subleased premises, and Tenant is solely responsible for the same.

6.2 Fixtures and Personal Property. Landlord agrees that all trade fixtures, partitions, shelves, signs, machinery, equipment, furniture, or other personal property of whatever kind or nature kept or installed at the Premises by Tenant shall not become the property of Landlord or a part of the realty no matter how affixed to the Premises and may be removed by Tenant at any time and from time to time during the Term and any renewal thereof, only if any such removal causes no damage to the Premises. At the expiration or sooner termination of this Sublease, or any renewal thereof, Tenant shall remove any and all trade fixtures, partitions, shelves, signs, machinery, equipment, furniture, or other personal property of whatever kind or nature, and repair all damage done to the Premises by such removal; natural wear and tear, damage by storm, fire, flood, lightning, or other natural casualty excepted.

6.3 Landlord's Obligation for Maintenance. During the full term of this Sublease and any renewal thereof, the Landlord shall reasonably maintain the roof, exterior walls, foundations, underground utilities leading to the Premises, and other structural portions of the Premises at Landlord's expense. So long as Tenant maintains an annual service maintenance agreement on the HVAC system, Landlord shall be responsible for any and all costs of repair, maintenance, installation, and replacement of the HVAC system greater than One Thousand, Five Hundred and

No/100 (\$1,500.00) Dollars incurred per calendar year. For avoidance of doubt, all repairs, replacements, and renewals shall be equal in quality and class to the original work.

ARTICLE 7. ENVIRONMENTAL MATTERS

7.1 Releases. Tenant represents and warrants to Landlord that during the term of this Sublease no hazardous waste (as that term is defined in state or federal law) or substance which is harmful to the environment will be generated, treated, stored, processed, or disposed on the Premises, except in full compliance with all local, state, federal laws, ordinances, and regulations. Landlord represents, as of the Commencement Date, to the best of its knowledge (a) none of the buildings or other structures on the Premises contain asbestos nor have asbestos-containing materials and (b) that no hazardous waste, materials or substances, as defined by applicable federal, state or local law have been heretofore disposed of on the Premises and that no other environmental hazards exist on the Premises.

ARTICLE 8. INSURANCE

8.1 Insurance by Tenant. The Landlord acknowledges that the City is self-insured, which consists solely of the protection and rights provided to City under the South Carolina Tort Claims Act. The currently effective limitations on liability under said Act are set forth in Section 15-78-120 of the Code of Laws of South Carolina 1976, as amended.

ARTICLE 9. TAXES AND ASSESSMENTS

9.1 Escrows for Taxes. Tenant agrees to remit to Landlord, concurrent with the payment of Basic Rent, an amount equal to 1/12 of the amount required to pay the current year's Ad Valorem taxes Ad Valorem taxes and/or special assessments and cost of maintaining the common area of the Shopping Center are equal to Tenant's pro rata share, which shall be computed upon the ratio of the square feet of the Leased Premises to the total leaseable square footage of the Shopping Center, not to include the common area. The Parties agree to reconcile the amounts paid into escrow by Tenant with the actual tax bill at the end of each tax year. All such payments for taxes shall be remitted timely to the governmental entity by Landlord as Landlord shall be solely responsible for any fine, penalty, interest, cost, or imposition arising from a late payment or imposed by operation of law. Within ten (10) business days of Tenant's request, Landlord shall furnish to Tenant receipts for the payment of all taxes and assessments, or other evidence satisfactory to Tenant that such payments have been made by Landlord.

9.2 Tenant May Perform Landlord's Obligations. If Landlord shall, after ten (10) days of receiving notice of the overdue obligation, (a) fail to pay any tax or assessment; (b) fail to provide proof of payment as hereinabove required; or (c) fail to deliver any certificate as provided above; Tenant shall have the right, but shall not be obligated, to pay the Ad Valorem tax and/or assessment and all amounts so paid including, but not limited to, costs, penalties, and interest, shall be repaid to Tenant by Landlord immediately or Tenant may deduct such amounts from Basic and Additional Rent due to Landlord.

ARTICLE 10. UTILITIES AND MAINTENANCE CONTRACTS

10.1 Tenant to Pay. Tenant is responsible for the maintenance and replacement of locks and Tenant is responsible for the maintenance and replacement for all electric light bulbs, tubes and fixtures within or on the Subleased premises, and Tenant shall promptly pay, or cause to be paid, all proper charges for gas, electricity, cable or satellite heat, water, sewerage or plumbing costs, including the freezing thereof, and power for telephone, protective, and other communication services, removal of garbage and waste, (Tenant shall not permit or allow garbage or trash to accumulate on the Subleased premises), and for all other public or private utility services, which shall be used, rendered, or supplied on or in connection with the Premises, or any part thereof, at any time during the term of this Sublease.

ARTICLE 11. ACCESS TO PREMISES

11.1 Access. Subject to applicable Government security regulations, Tenant shall permit inspections of the Premises by Landlord, its agents or representatives, and by or on behalf of prospective purchasers or mortgagees of the Premises at reasonable times and for reasonable periods after reasonable notice to Tenant at any time during the term of this Sublease and shall permit Landlord access to make such repairs required hereunder by Landlord or repairs that Tenant shall fail to make. During the sixty (60) day period immediately preceding the expiration of the Initial Term or any renewal term, Tenant shall permit inspection of the Premises at reasonable times and for reasonable periods by or on behalf of prospective tenants. If at any time an entry shall be deemed necessary in the sole discretion of Landlord for the protection of the Premises, Landlord or Landlord's agents or representatives may enter the Premises

for any such purpose. The provisions of this Article are not intended to create or increase, and are not to be construed as creating or increasing, any obligations of Landlord under this Sublease.

ARTICLE 12. DEFAULT AND REMEDIES

12.1 Events of Default by Tenant. The occurrence of any of the following events during the Term or any extension of this Sublease shall constitute a default hereunder and shall entitle Landlord to exercise all remedies available at law or equity including those hereinafter set forth:

- a. Failure of Tenant to make payment of any installment of the Basic Rent expressly reserved hereunder or any part of same within fifteen (15) days after receiving written notice that the same is overdue; or
- b. Failure of Tenant to make payment of any item of Additional Rent or any other charge required to be paid by Tenant hereunder or any part of same within fifteen (15) days after receiving written notice that the same is overdue; or
- c. Failure of Tenant to fulfill any of the covenants of this Sublease and to cure said default within thirty (30) days after written notice to Tenant to cure.
- d. After an Event of Default by Tenant, Landlord has the express right to remove and store any property, personal or otherwise then on the Subleased premises, with the Tenant being solely responsible for all costs of removal and storage of all items, and Tenant being solely responsible for all claimed loss, damage or costs to any items removed from the Subleased premises.

12.2 Events of Default by Landlord. The occurrence of any of the following events during the Term or any extension of this Sublease shall constitute a default hereunder and shall entitle Tenant to exercise all remedies available at law or equity including those hereinafter set forth:

- a. Failure by Landlord to observe or perform any covenant, agreement, condition or provision required of Landlord pursuant to the terms and provisions of the Sublease which materially affects the use or habitability of the Premises and if such failure shall continue for thirty (30) days after receipt of written Notice from Tenant to Landlord specifying such failure; provided, however, if such default is of a nature that it can be cured and if Landlord in good faith commences to cure such default within such ten (10) day cure period, but due to the nature of such default it could not be cured within such cure period after due diligence, no default by Landlord shall be deemed to have occurred at the end of the cure period if Landlord is then diligently pursuing such cure to completion, and completes such cure as promptly as reasonably possible under all the circumstances; or
- b. Filing by Landlord or a filing against Landlord with regard to a petition or case under any section or chapter of the United States Bankruptcy Code, as amended, or under any similar law or statute of the United States or any state and such petition or case is not discharged within sixty (60) days.

12.3 Remedies of Landlord. In the event of default by Tenant, Landlord shall have all remedies available at law or equity including the following remedies; provided, however, Landlord's option to terminate this Sublease can only arise after Tenant's failure to cure such default following thirty (30) days written notice from Landlord of such default:

- a. In the event of a default described in subsections (a), (b), and (c) of Article 12.1 above, Landlord, at its option, may terminate this Sublease and, upon such termination, Tenant shall quit and surrender the Premises to Landlord, but Tenant shall remain liable as hereinafter provided.
- b. Upon the termination of this Sublease by reason of default by Tenant by summary proceedings or under any provision of law now, or at any time hereafter, in force by reason of, or based upon, or arising out of a default under, or breach of, this Sublease by Tenant, or upon Landlord's recovering possession of the Premises in the manner or in any of the circumstances hereinbefore mentioned or in any other manner or circumstances whatsoever, whether with or without legal proceedings, by reason of default under, or breach of, this Sublease by Tenant, Landlord shall use reasonable diligence to relet the Premises or such part or parts thereof as may be practicable for the account of Tenant or otherwise, and receive and collect the rents. Landlord shall apply the rent first to the payment of such reasonable expenses as Landlord may have incurred in recovering possession of the Premises (including legal expenses and attorney's fees) and in putting the Premises into good order or condition or preparing or altering the same for re-rental; second, to all other expenses, commissions, and charges paid, assumed, or incurred by Landlord in or about reletting the Premises; and third, to the fulfillment of the covenants of Tenant hereunder. Any such reletting herein provided for may be for the remainder of the term of this Sublease as originally granted, or for a longer or shorter period.
- c. In any such case, and whether or not the Premises or any part thereof is relet, Tenant shall pay to Landlord the Basic Rent and all other Additional Rent and other charges required to be paid by Tenant up to the time of such termination of this Sublease or of such recovery of possession of the Premises by Landlord,

as the case may be. Thereafter, Tenant agrees to pay the equivalent of the amount of all the Basic Rent reserved herein and all Additional Rent and other charges required to be paid by Tenant, less the net proceeds of reletting available for application to Tenant's obligations, if any, and the Basic and Additional Rent shall be due and payable by Tenant to Landlord on the several rent days specified above, e.g., upon each of such rent days Tenant shall pay to Landlord the amount of the deficiency then existing.

12.4 Remedies of Tenant. In the event Landlord fails to repair any damage or perform any other action or obligation for which Landlord is responsible under this Sublease and fails to cure such default after fifteen (15) days of receiving notice of such failure and Tenant's intention to perform the same, Tenant shall have the right to perform such obligation and to receive reimbursement from Landlord of the reasonable costs associated therewith or deduct such reasonable costs from the amount of rent due. The rights described in this Article shall be deemed Tenant's "Self-Help Rights" and "Set-Off Rights". Notwithstanding any provision in this Sublease to the contrary, Tenant shall have all remedies available at law or equity in the event of default by Landlord of its obligations under this Sublease, provided, however, Tenant's option to terminate this Sublease can occur after Landlord fails to cure such default following thirty (30) days written notice from Tenant of such default.

12.5 All Defaults Deemed Material. All events of default contained herein, shall be deemed material in any type of termination proceeding in any Court of competent jurisdiction.

ARTICLE 13. NOTICES

13.1 Notices. All notices, requests, approvals, consents, demands, or other communications shall be effective upon the first to occur of the following: (i) upon receipt by the Party to whom such notice, request, approval, consent, demand, or other communication is given; or (ii) three (3) business days after being duly deposited in the United States mail, certified or registered, return receipt requested, and addressed as follows:

If to Landlord:	Celia Saxon Shopping Center 1917 Harden Street Columbia, SC 29204 Attention: Accounting Department	If to Tenant:	City of Columbia P.O. Box 147 Columbia, SC 29217 Attention: City Manager
		With a copy to:	City of Columbia P.O. Box 667 Columbia, SC 29202 Attention: City Attorney

The Parties hereto may change their respective addresses by notice in writing given to the other party to this Sublease.

ARTICLE 14. NON-DISTURBANCE, ATTORNMENT, AND QUIET ENJOYMENT

14.1 Non-Disturbance, Subordination, and Attornment. This Sublease and all rights of Tenant hereunder are and shall be subject in all respects to all mortgages of Landlord which may now or hereafter affect the Premises. Landlord under any such lease or the holder of any such mortgage shall, upon request, furnish to Tenant a Non-Disturbance Agreement in the form and substance reasonably satisfactory to Tenant.

14.2 Quiet Enjoyment. If and so long as Tenant shall pay the Basic Rent and Additional Rent provided for in this Sublease and shall perform and observe all the covenants and conditions contained herein on the part of Tenant to be performed and observed, Tenant shall quietly enjoy the Premises without any manner of hindrance, interruption, or molestation from Landlord or anyone claiming under Landlord, subject, however, to the terms of this Sublease and to the Permitted Encumbrances set forth in Section 1.2.

14.3 Estoppel Certificates. Tenant agrees that, at any time and from time to time upon not less than fifteen (15) days prior notice from Landlord, it shall execute, acknowledge, and deliver to Landlord a reasonable Estoppel Certificate certifying (i) that this Sublease is in full force and effect and unmodified, or if there have been modifications, stating such modifications; (ii) the dates to which Basic Rent has been paid and the then current amount of Basic Rent; (iii) that to the best knowledge of Tenant, Tenant is not then in default under this Sublease or stating such defaults as may then exist; and (iv) such other information as Landlord may reasonably request.

ARTICLE 15. CASUALTY AND CONDEMNATION

15.1 Damage or Destruction. If the Premises are damaged by storm, fire, lightning, earthquake, other element, or any other casualty not due to Tenant's gross negligence, Landlord shall use the insurance proceeds to repair the damage in a reasonable time (but not to exceed sixty (60) days of the casualty), but the rent shall not be abated unless the Premises are thereby rendered uninhabitable in whole or in part. If the Premises are thereby rendered uninhabitable only in part as determined by Tenant, the rent shall be abated in proportion to the part rendered uninhabitable. If the Premises are thereby rendered wholly uninhabitable as determined by Tenant, the rent shall be entirely abated during the period of repair. If the Premises cannot be restored to its prior condition within sixty (60) days of the casualty, Tenant may terminate this Sublease by giving notice to Landlord in writing; provided however, if the damage is due to the gross negligence of Tenant, Tenant may not terminate the Sublease. In the event of such termination, the rent shall be apportioned to the termination date and the Parties need not repair or restore the Premises.

15.2 Eminent Domain. In case the whole of the Premises shall at any time during the said term be taken by any public authority for any public use, the entire damages which may be awarded for such taking shall be apportioned between Landlord and Tenant. In case only a part of the Premises shall be so taken for public use, the rights, duties, and obligations of Landlord and Tenant shall be determined by taking into consideration the quantity and value of the land taken, the extent of the injury thereby caused to the building, the costs of restoring the building, the value of the building if restored, the period of the unexpired term of this Sublease, and all the other material facts and circumstances. Other factors to consider include: that the whole or any part of the damages awarded by the public authorities for such taking shall be applied to the restoration of the building which may be upon the Premises at the time of such taking; that such damages shall be apportioned between Landlord and Tenant to be paid to either one of them; that the whole or any part of the rent shall be abated from the time of the taking or for any less time; that the Sublease shall be otherwise modified; or that the Sublease shall terminate. Tenant shall have the option to terminate this Sublease if a condemnation or threat thereof, as defined above, results in a taking of all or a portion of the Subleased Premises and such taking precludes Tenant from conducting its normal business operations for a period of at least thirty (30) days.

ARTICLE 16. MISCELLANEOUS

16.1 Severability. Any provision of this Sublease which shall prove to be invalid, void, or illegal shall in no way affect, impair, or invalidate any other provision hereof, and the remaining provisions hereof shall nevertheless remain in full force and effect. If the intent of any Articles of this Sublease so indicate, the obligations of Landlord and Tenant pursuant to such Articles shall survive the termination of this Sublease.

16.2 Governing Law. This Sublease shall be governed by and construed in accordance with the laws of the State of South Carolina.

16.3 Entire Agreement. This Sublease contains the entire understanding between the Parties and supersedes any prior understanding or agreements between them respecting the subject matter. No representations, arrangements or understandings except those fully expressed herein, are or shall be binding upon the Parties. No changes, alterations, modifications, additions or qualifications to the terms of this Sublease shall be made or be binding unless made in writing in the form of an amendment to lease and signed by each of the Parties.

16.4 Benefit and Binding. This Sublease and the terms and conditions hereof shall inure to the benefit of, and be binding upon, the Parties, their successors, and permitted assigns.

16.5 Headings. The headings of Articles and Sections of this Sublease are not a part of this Sublease and are intended solely for ease of reference. Such headings shall have no effect upon the construction or interpretation of any part hereof.

16.6 No Waiver. No failure on the part of either Party to enforce any term, covenant, or condition contained herein, nor any waiver of any right hereunder by either Party, unless in writing, shall constitute a waiver of such right or affect the right of such Party to enforce the same in the event of any subsequent breach or default unless the waiver shall be in writing signed by the Party waiving its right(s).

16.7 Rights Cumulative. The rights given to the Parties herein are in addition to any rights which may be given to Landlord and/or Tenant by any statute or otherwise.

16.8 No Merger. There shall be no merger of this Sublease or of the leasehold estate hereby created with the fee estate in the Premises by reason of the fact that the same person acquires or holds, directly or indirectly, this Sublease or the leasehold estate hereby created or any interest herein or in such leasehold estate as well as the fee estate in the Premises or any interest in such fee estate, unless the parties signify in a written instrument their intent that such estates shall be merged.

16.9 Force Majeure. In the event that Landlord or Tenant shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, lockouts, inability to procure labor or materials, failure of power, fire or casualty, acts of God, riots, insurrection, war, or other reason of like nature, then performance of such acts shall be excused for the period of delay and the period for the performance of any such act shall be extended for a period equal to the period of delay.

16.10 Modification. None of the terms, covenants, or agreements of this Sublease shall in any manner be altered, waived, or changed except in a written instrument signed by both Parties, with a formality hereof.

16.11 Bankruptcy. In the event Landlord is involved in any bankruptcy or insolvency proceedings and Landlord's or the Court's Trustee fails to perform or rejects any of the Landlord's obligations under this Sublease, Tenant shall have the option to terminate this Sublease.

16.12 Recording. The Parties agree that this Sublease shall not be recorded, but a Short Form Sublease or Memorandum of Sublease, complying in form with applicable state law, shall be executed setting forth the description of the Premises, the Term of this Sublease and other pertinent provisions.

16.13 Tenant's Right of First Refusal. Except with regard to a sale or transfer to an affiliate of Landlord, if Landlord receives a binding offer to purchase its interest in the Premises, Landlord shall notify Tenant in writing ("Landlord's Sale Notice") of the person/entity desiring to purchase Landlord's interest in the Premises and the purchase price for such sale. Such notice shall also include a copy of such offer. Tenant may, within thirty (30) days after receipt of the Landlord's Sale Notice, elect in writing to purchase Landlord's interest in the Premises at the price and on the terms stated in the Landlord's Sale Notice. If Tenant elects to purchase the Premises, Landlord and Tenant shall close the purchase of the Premises for cash or on the financing terms set forth in Landlord's Sale Notice within ninety (90) days after the date of Tenant's election. If within such 30-day period, Tenant does not elect in writing to so purchase the Premises, Landlord shall thereafter have the right to sell and convey its interest in the Premises to the person or entity at the price and on the terms stated in the Landlord's Sale Notice. If Landlord does not so sell and convey its interest in the Premises within six (6) months of Tenant's election not to purchase the Premises, any later proposed sale by the Landlord shall be deemed a new determination by Landlord to sell and convey its interest in the Premises and shall again be subject to the provisions of this Section. The rights of Tenant contained in this Section shall continue with respect to the Premises and shall be binding upon any new owner of the Premises after any sale of the Premises or any sale or transfer to an affiliate of Landlord.

16.14 Landlord Not A Partner. For avoidance of doubt, nothing herein contained shall be deemed or may be reasonably construed as creating the relationship of associate, principal and agent or of partnership or joint venture between the Parties hereto, and the Medical and Wellness Center is not and cannot be reasonably construed as an Instrumentality or *Alter-Ego* of the Landlord; it being understood and agreed that neither the method of computing rent nor any other provision contained herein, nor any acts of the Parties hereto, shall be deemed to create any relationship between the Parties other than that of Landlord and Tenant.

16.15 Construing of Sublease. This Sublease and any documents or instruments delivered pursuant hereto, shall be construed without regard to the identity of the Person who drafted the various provisions of the same. Each and every provision of this Sublease and such other documents and instruments shall be construed as though the Parties participated equally in the drafting of the same. Consequently, the Parties acknowledge and agree that any rule of construction that a document is to be construed against the drafting Party shall not be applicable either to this Sublease or such other documents and instruments.

16.16 Replacement of Glass. At the commencement of the Lease Term all glass in the Leased Premises shall be in good condition and undamaged. Tenant shall thereafter, at its own expense, replace all broken or damaged glass in the Leased Premises.

16.17 Signs, Awnings and Canopies. Tenant may only install signage, awnings and canopies in strict compliance with applicable zoning Laws and regulations, and with advance written approval of the Landlord, which approval, shall not

be unreasonably withheld, but which approval shall be in Landlord's sole discretion. Tenant will not place, nor suffer to be placed any signage or advertising, which is inconsistent with this provision.

IN WITNESS WHEREOF, the Parties hereto have duly executed this Sublease as of the day and year of the last signature hereinbelow.

WITNESSES AS TO LANDLORD:

Witness #1

Witness #2

STATE OF SOUTH CAROLINA)

COUNTY OF RICHLAND)

LANDLORD:

CELIA SAXTON SHOPPING CENTER LLC:

BY: _____

ITS: _____

DATE: _____

ACKNOWLEDGMENT

The foregoing Sublease Agreement was acknowledged before me this ____ day of _____, 2021 by _____, _____ of Celia Saxon Shopping Center, LLC on behalf of the within-named Landlord.

Witness

Sworn to before me this ____ day of _____, 2021

Notary Public for South Carolina
My Commission Expires: _____

WITNESSES AS TO TENANT:

Witness #1

Witness #2

STATE OF SOUTH CAROLINA)

COUNTY OF RICHLAND)

TENANT:

CITY OF COLUMBIA:

BY: _____

Teresa B. Wilson

ITS: City Manager

DATE: _____

ACKNOWLEDGMENT

The foregoing Sublease Agreement was acknowledged before me this ____ day of _____, 2021 by Teresa B. Wilson, City Manager of the City of Columbia on behalf of the within-named Tenant.

Witness

Sworn to before me this ____ day of _____, 2021

Notary Public for South Carolina
My Commission Expires: _____

APPROVED AS TO FORM

Legal Department City of Columbia, SC
8/10/2021



We Are Columbia

MEETING DATE: August 17, 2021

DEPARTMENT: Legal Department

FROM: *Shari Ardis, Legal Office Manager*

SUBJECT: Resolution No.: R-2021-093 Certifying Five (5) Building Sites as Abandoned Buildings Pursuant to the South Carolina Abandoned Buildings Revitalization Act, Title 12, Chapter 67, Section 12-67-100 et seq., of the Code of Laws of South Carolina (1976), as amended, regarding property located at 2200 Hampton Street, Richland County TMS # R11407-14-01

FUNDING SOURCE & ORIGINAL BUDGET:

FOCUS AREAS: Economic Prosperity - Endless Possibilities

ATTACHMENTS:

- **#a:** 2200 Hampton(PDF)

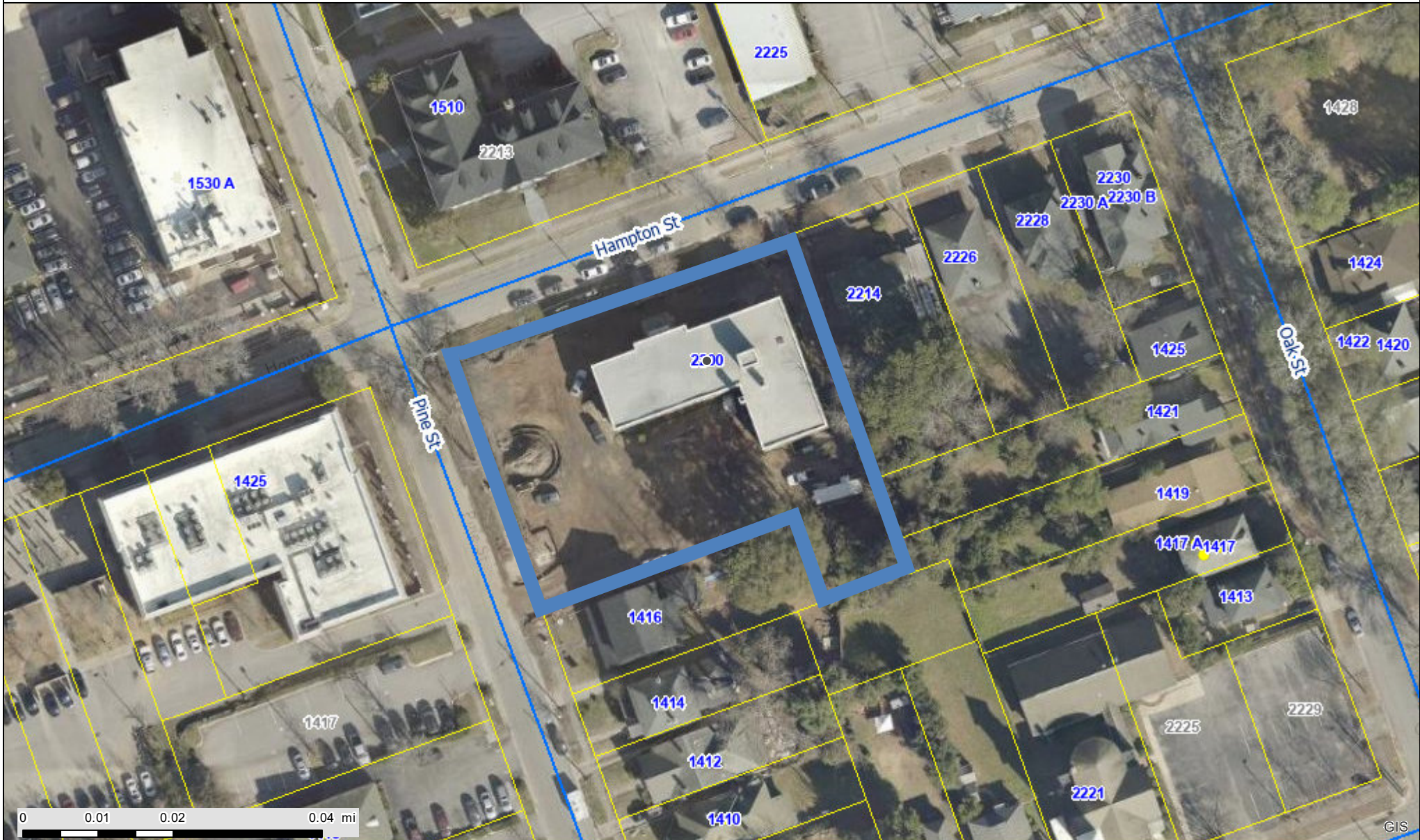
City of Columbia

2200 Hampton Street

34.a



Thursday, August 12, 2021



CITY OF COLUMBIA GIS DATA DISCLAIMER

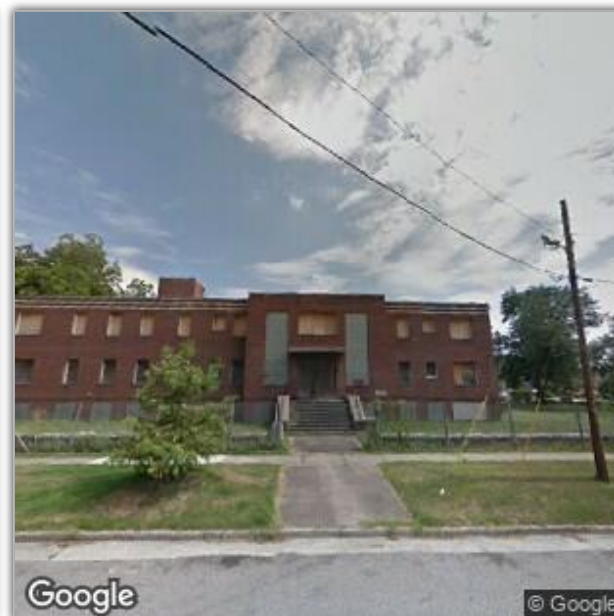
The City of Columbia GIS data represented on this map or plan is the product of compilation, as produced by others. It is provided for informational purposes only and the City of Columbia makes no representation as to its accuracy. Its use without field verification is at the sole risk of the user.



Packet Pg. 479

2200 HAMPTON ST | R11407-14-01

Print



Address

Address	2200 HAMPTON ST
Municipality	Columbia
School District	Richland School District 1
Garbage Coll. Day	No Pickup
Recycling Coll. Day	No Pickup
Yard Trash Coll. Day	No Pickup
Latitude	34.01014
Longitude	-81.01855
Elevation	296 ft

Census

Year	2010	2000	1990
Avg Hshld Income	\$16,944	\$9,732	\$15,461
Avg Home Value	\$66,800	\$79,600	\$57,100
Pop. Density (/sqmi)	3,689	5,547	4,763

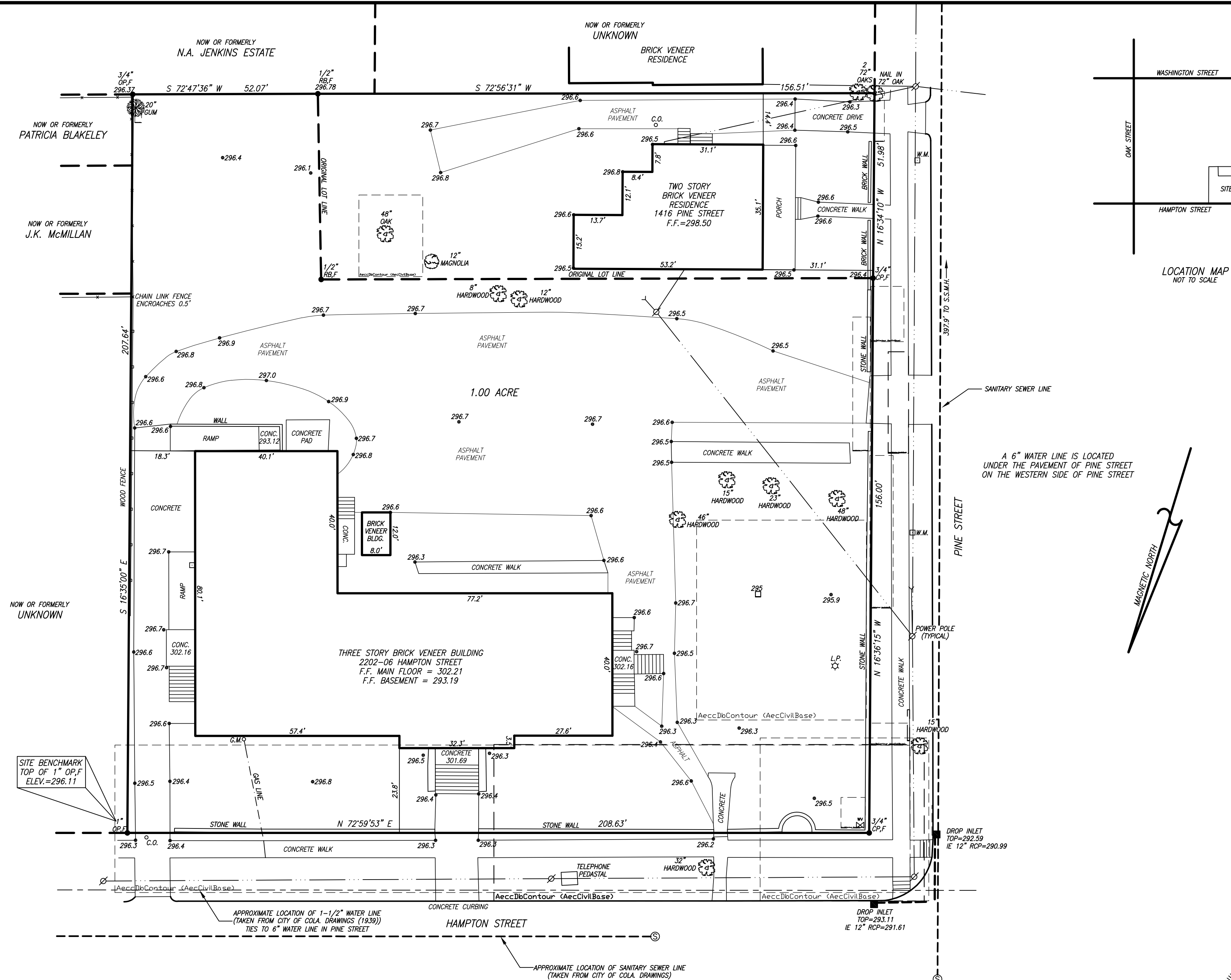
Property

TMS	R11407-14-01
Owner	ALLEN UNIVERSITY TRUSTEES
Beds	0.0
Baths	25.0
Heated Sqft	19,344
Year Built	1910
Tax District	1CC
Land Value	\$66,300
Building Value	\$1,402,200
Taxable Value	\$0
Market Value	\$1,468,500
Last Sale	\$270,000 (12/00/1986)
Zoning	RG-2
Secondary Zoning	
Owner Occupied	Exempt

Political

Voting Precinct	Ward 9
Voting Location	Prince Hall Masonic Lodge
County Council Dist.	5
County Council Rep.	Allison Terracio
SC Senate Dist.	21
SC Senate Rep.	Darrell Jackson
SC House Dist.	74
SC House Rep.	J. Todd Rutherford
County Magistrate Dist.	OLYMPIA
County Magistrate	JUDGE HAROLD CUFF
Congressional Dist.	6
Congressional Rep.	James Clyburn
Sheriff Region	2

Disclaimer: This application is a product of the Richland County GIS Department. The data depicted here have been developed with extensive cooperation from other county departments, as well as other federal, state and local government agencies. Reasonable efforts have been made to ensure the accuracy of this map. However, the information presented should be used for general reference only. Richland County expressly disclaims responsibility for damages or liability that may arise from the use of the information presented herein.

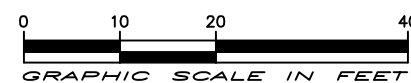


THIS IS TO CERTIFY THAT I HAVE CONSULTED THE FEDERAL INSURANCE ADMINISTRATION FLOOD HAZARD BOUNDARY MAP AND FOUND THAT THE PROPERTY DESCRIBED AND SHOWN HEREON IS NOT LOCATED IN A SPECIAL FLOOD HAZARD AREA AS SHOWN ON MAP NO. 45079C0092 "H", DATED FEBRUARY 20, 2002, COMMUNITY PANEL NO. 450172 0092 "H".

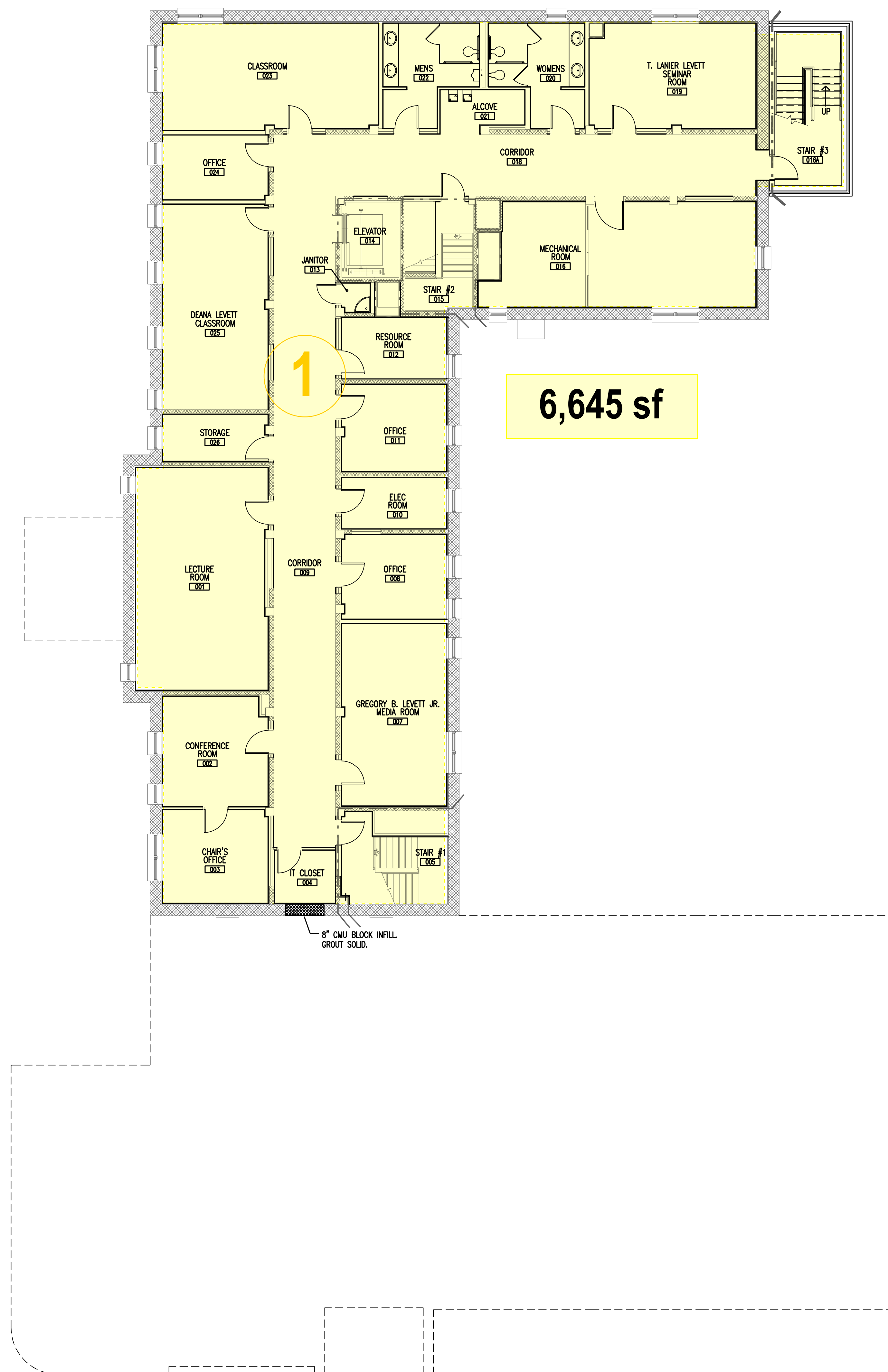
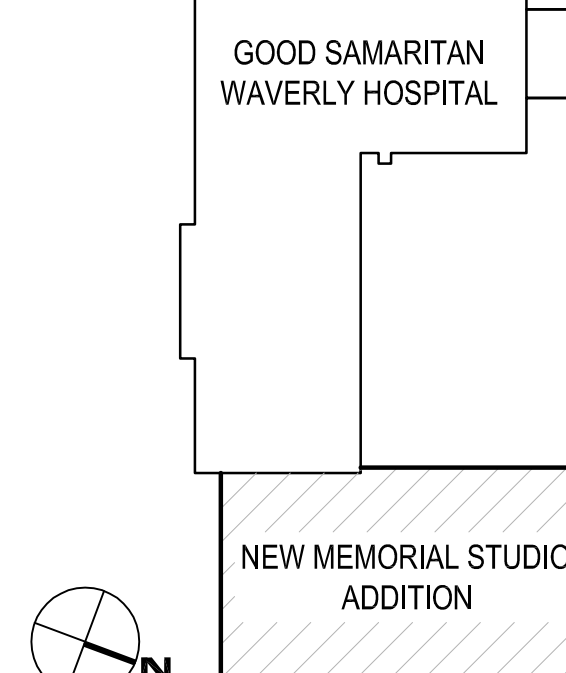
SCALE: 1" = 20'

REFERENCES:

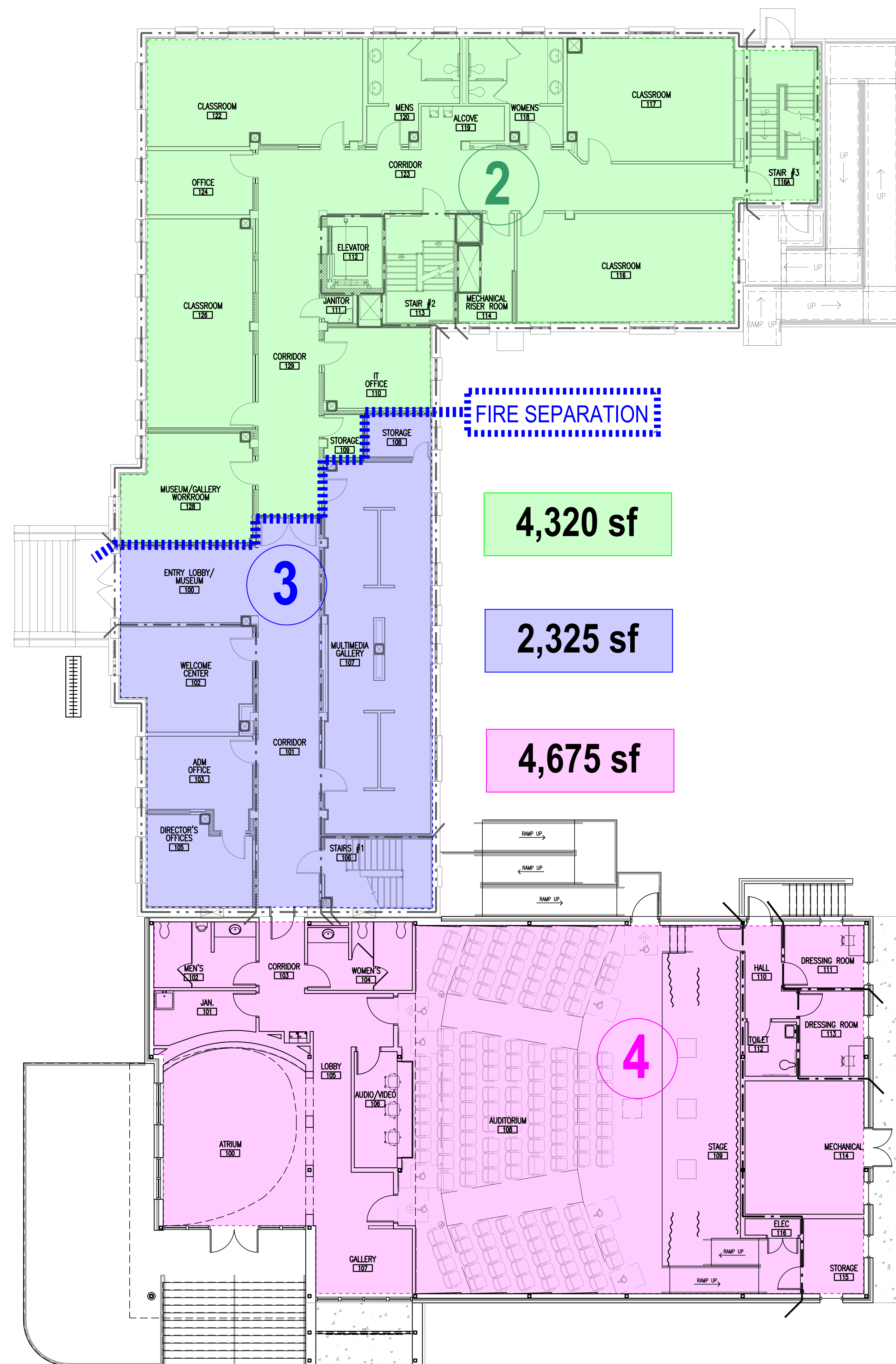
REFERENCE IS MADE TO A PLAT PREPARED FOR TRUSTEES OF ALLEN UNIVERSITY BY COX AND DINKINS, INC., DATED DECEMBER 13, 1986, RECORDED IN PLAT BOOK 51 AT PAGE 3761. SITE APPEARS ON TMS 11407-14-01 & 023.



number	item	date



1 BASEMENT FLOOR PLAN
 1/8" = 1'-0"



2 FIRST FLOOR PLAN
 1/8" = 1'-0"

ALL RIGHTS RESERVED. THIS DRAWING AND THE DESIGN SHOWN THEREON ARE COPYRIGHTED AS PRESCRIBED BY THE LAWS OF THE UNITED STATES AND ARE THE PROPERTY OF GMK ASSOCIATES ARCHITECTURAL DIVISION. ANYONE DUPLICATING, REPRODUCING OR CAUSING TO BE REPRODUCED THE WHOLE OR PART OF THESE DRAWINGS OR THE DESIGN THEREON WITHOUT PERMISSION OF THE ARCHITECT WILL BE SUBJECT TO LEGAL ACTION.

CONTRACTORS SHALL BE AWARE THAT THESE DRAWINGS ARE "GENERAL BUILDING" SCOPE OF WORK. LEVEL DRAWINGS AND THE CONTRACTOR SHALL FURNISH AND INSTALL ANY AND ALL MATERIALS AND LABOR TO PRODUCE FULL FUNCTIONAL SYSTEMS/ASSEMBLIES THAT MEET THE DESIGN INTENT, WHETHER SHOWN ON THE PLANS OR NOT. CONTRACTORS SHALL USE THESE DRAWINGS AS ESTIMATING A BASIS OF QUALITY AND A SCOPE OF OVERALL WORK. ANY REQUIRED MATERIALS AND LABOR TO MEET ALL CODES AND REGULATIONS SHALL BE FURNISHED AND INCLUDED IN THE CONTRACTOR'S PRICE. REQUEST FOR ADDITIONAL FINISH TO INCLUDE MATERIALS AND LABOR TO MEET CODES AND COMPLY WITH REGULATIONS WILL NOT BE ALLOWED.

consultants

owner



Allen University
1530 Harden Street
Columbia, South Carolina 29204

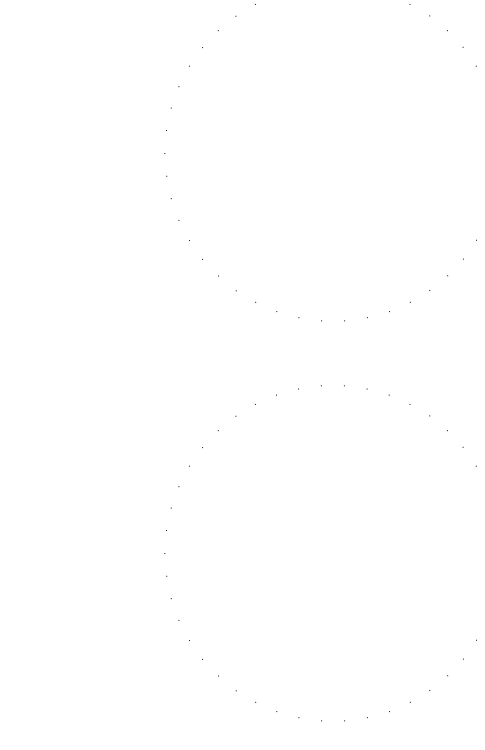
project name

GOOD SAMARITAN WAVERLY HOSPITAL

project number

19802.05

seals/signature

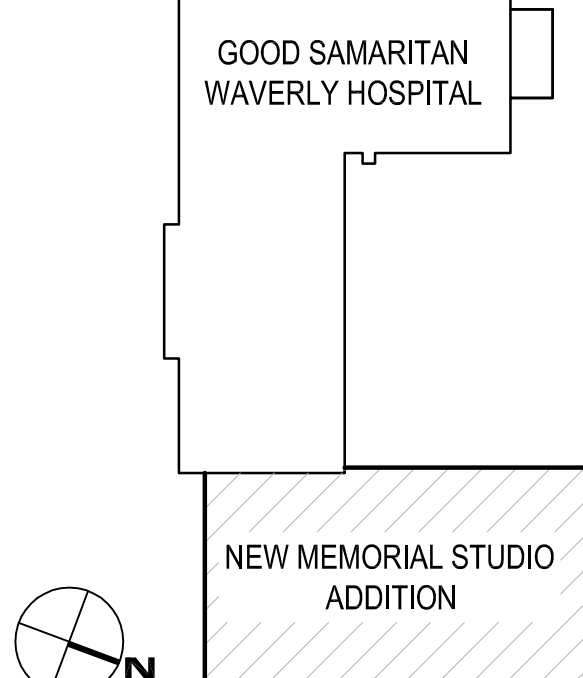


issued for
COMPARTMENT DIAGRAM
(NOT FOR CONSTRUCTION)

date
DECEMBER 16, 2020

number	item	date

key plan



sheet title

SECOND FLOOR PLAN
ROOF PLAN

sheet number

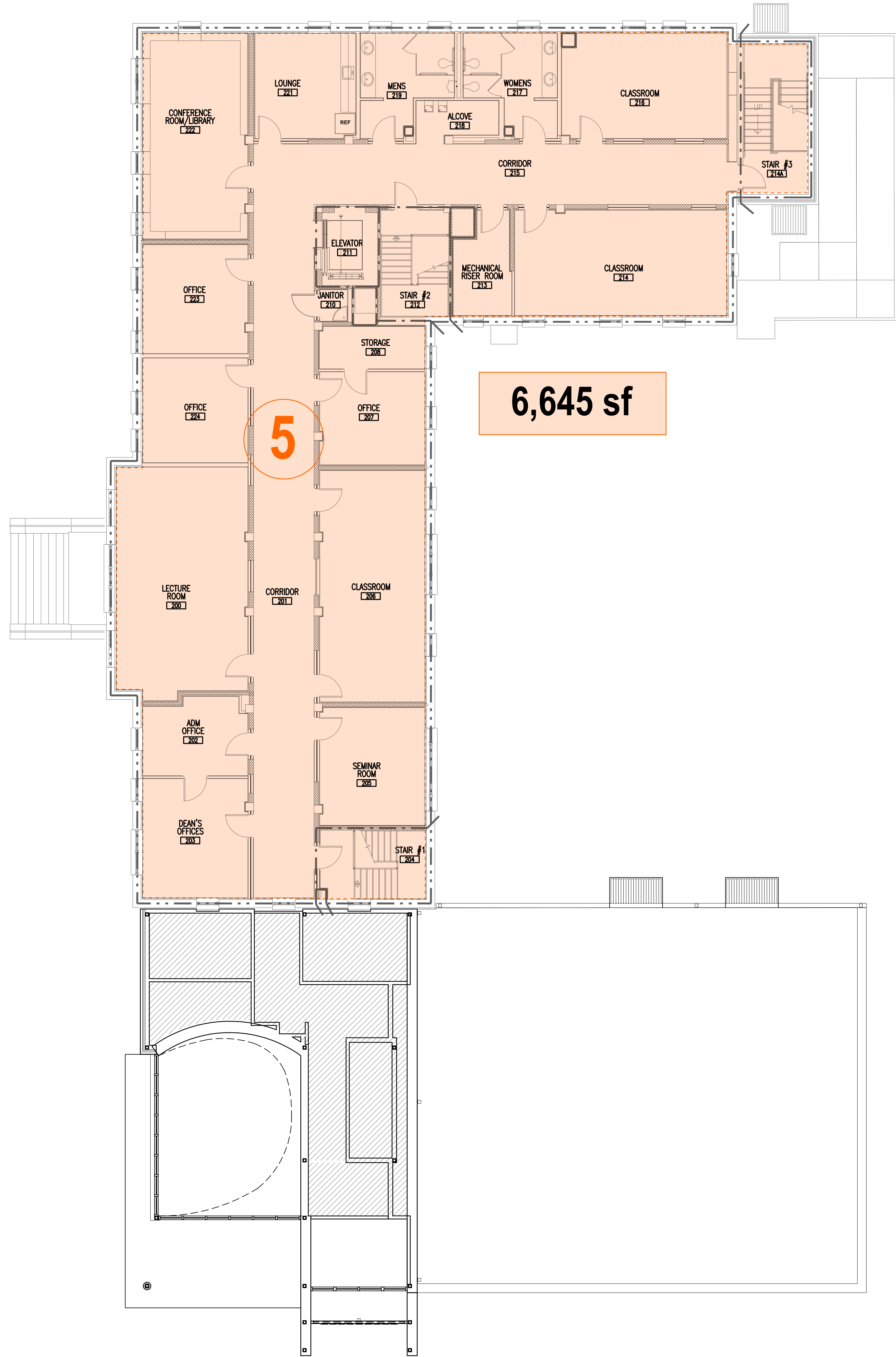
A2-2

drawn by

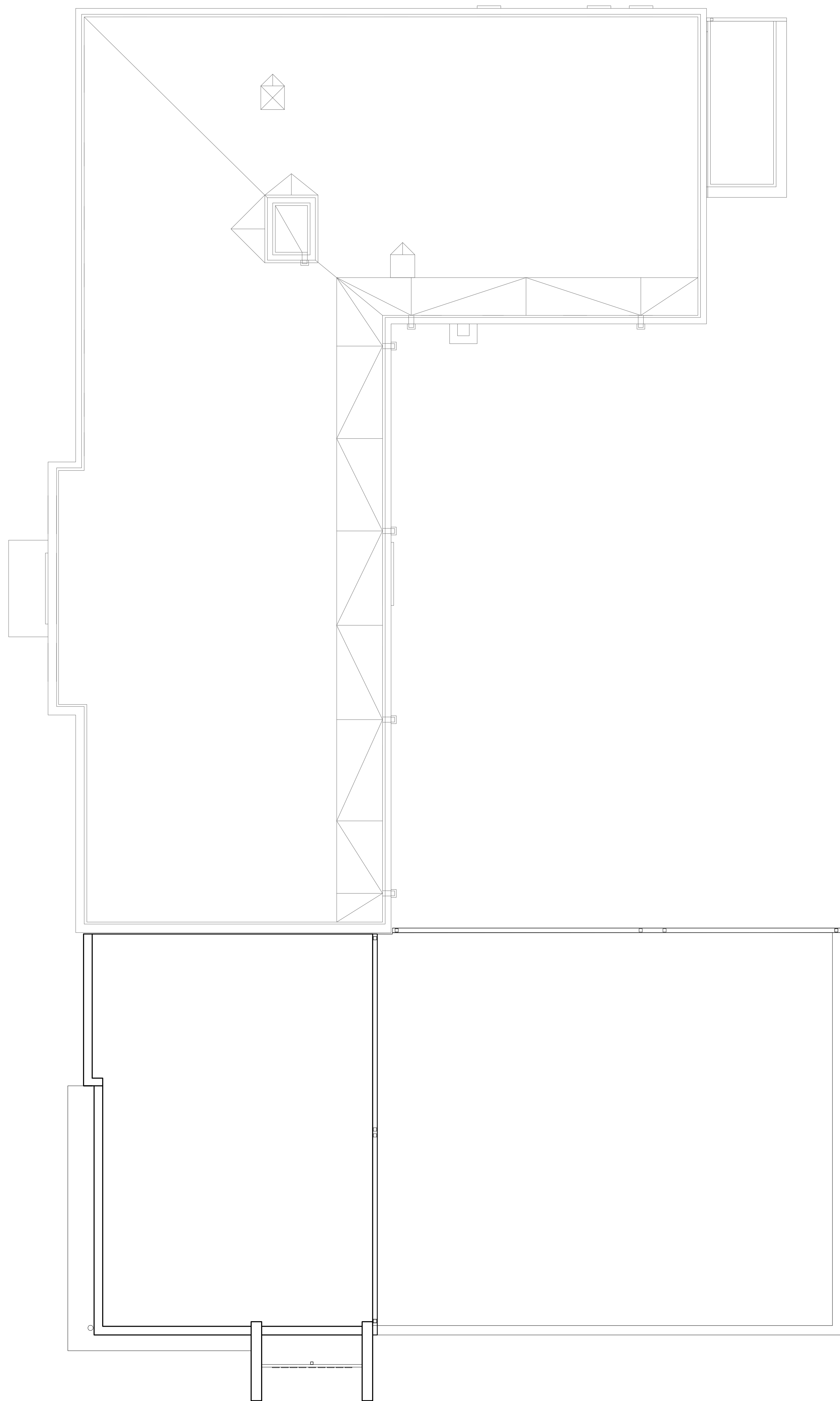
MCD

checked by

RMcC



1 SECOND FLOOR PLAN
1/8" = 1'-0"



2 ROOF PLAN
1/8" = 1'-0"



We Are Columbia

MEETING DATE: August 17, 2021

DEPARTMENT: Legal Department

FROM: *Shari Ardis, Legal Office Manager*

SUBJECT: Resolution No.: R-2021-080 Authorizing consumption of beer and wine only within Boyd Plaza adjacent to the Columbia Museum of Art for CMA Arts and Draughts on Friday, September 10, 2021

FUNDING SOURCE & ORIGINAL BUDGET:

ATTACHMENTS:

- **#a:** R-2021-080 CMA Arts & Draughts (Sept 10) (PDF)

RESOLUTION NO.: R-2021-080

Authorizing consumption of beer and wine only within Boyd Plaza adjacent to the Columbia Museum of Art for CMA Arts and Draughts on Friday, September 10, 2021

WHEREAS, the Columbia Museum of Art ("CMA") is hosting CMA Arts & Draughts on Friday, September 10, 2021 from 7:00 p.m. until 10:00 p.m.; and,

WHEREAS, the CMA has requested permission for the temporary closing and use of the courtyard/plaza area adjacent to the Museum from 5:00 p.m. until 10:00 p.m. for preparation and staging of the area for an outdoor event to be held between 7:00 p.m. until 10:00 p.m., and for patrons to consume beer and wine beverages only on Friday, September 10, 2021 from 7:00 p.m. until 9:30 p.m.; and,

WHEREAS, to insure the safety of attendees Organizer understands and agrees as follows:

1. Organizer shall work with the City to develop a written plan and design a footprint of the event area that adheres to COVID-19 pandemic safety and social distancing protocols as published by the CDC and SCDHEC and shall modify the plans and footprint as safety protocols published by the CDC and SCDHEC are updated.
2. The City may cancel the event at any time based upon public safety and/or public health concerns. The City shall not be financially responsible for any costs associated with the cancellation of the event.
3. Organizer shall display signs (physical and/or electronic) throughout the event area that discourage physical contact such as hugs, handshakes, fist bumps, and high-fives during the event.
4. Organizer shall encourage all attendees of the event to adhere to all COVID-19 safety protocols to include but not be limited to wearing of face masks, social distancing and frequent washing of hands.
5. Organizer is required to provide portable restroom facilities at the event unless it can substantiate the sufficient availability of both ADA accessible and non-accessible facilities in the immediate area of the event site which will be available to the public during the event. Organizer is to provide a minimum of four (4) chemical or portable toilets and two (2) wash stations for every 250 people, or portion thereof who attends the event. Ten percent (10%) of these facilities should be ADA accessible. This figure is based upon the maximum number of attendees at the event during peak time. The City of Columbia may determine the total number of required restroom facilities on a case-by-case basis. Organizer shall post signs or markers to prohibit lines or crowds forming near the restroom without maintaining a distance of at least six (6) feet from other people.
6. Organizer shall post signs or markers to prohibit lines or crowds forming near food vendors and should encourage attendees to bring their own water. Alcohol, beer and/or wine shall be prohibited at the event without approval of a written resolution of City Council.
7. Organizer shall coordinate with food vendors to offer touchless payment options if possible and available or provide a tray for the exchange of payment to avoid hand contact. Frequently touched surfaces should be cleaned after each customer and customers are encouraged to use their own pens.
8. At no cost to the City, Organizer shall be responsible for hiring of no less than two (2) off-duty City of Columbia police officers during the hours of 5:00 p.m. until 10:00 p.m.

WHEREAS, it has been determined that such an event would be in the public interest; NOW, THEREFORE,

BE IT RESOLVED by the Mayor and Council this ___ day of _____, 2021, that the sale of beer and wine beverages only in plastic containers or cans only is authorized between the hours of 7:00 p.m. and 9:30 p.m. on Friday, September 10, 2021; and,

BE IT FURTHER RESOLVED that all vendors be restricted to stationary location; and,

BE IT FURTHER RESOLVED that possession and consumption of alcoholic liquors or alcoholic beverages other than beer and/or wine beverages only within the event area is prohibited; and,

BE IT FURTHER RESOLVED that VIP tents or VIP areas for the possession and consumption of alcoholic liquors or alcoholic beverages, other than beer or wine beverages only, within the event area are prohibited; and,

BE IT FURTHER RESOLVED that organizer is responsible or shall make arrangements for the cleanup of all trash and debris within the festival area and shall place same in the roll carts provided by the City. Any overflow of trash and debris shall be placed in garbage bags with the top securely closed and placed beside the City roll carts. The number of roll carts needed for the event shall be determined by organizer and the City Solid Waste Division prior to the event and placed throughout the event area to ensure that trash and debris are well contained. Roll carts and bagged trash and debris shall be returned to the collection point designated by the City in a timely manner. If the organizer has not opted to use City services to clean up the festival area, any costs incurred by the City in removing loose trash and debris within the festival area, which the organizer has failed to clean up, shall be billed to and paid by the organizer; and,

BE IT FURTHER RESOLVED that outdoor possession and consumption of beer and wine beverages only, all outdoor musical performances and use of sound-amplifying devices shall end by 10:00 p.m. due to the proximity of the event to residential properties; and,

BE IT FURTHER RESOLVED that only pedestrian traffic will be allowed within the area. All other traffic, including, but not limited to, automobiles, trucks, motorcycles, mopeds, bicycles, skate boards, and horses, except police horses, police golf carts, and horse-drawn carriages, is prohibited. All pets, including snakes, shall be prohibited. Coolers, glass bottles, breakable glasses and/or cups, large bags and backpacks shall be prohibited; and,

BE IT FURTHER RESOLVED that during the designated time the closed portion of courtyard/plaza area adjacent to the Museum, with the exception of the parking area and any other areas posted as to not allow alcoholic beverages, shall be declared to be a Public Park and provisions of Chapter 15, Parks and Recreation, Sec. 15-1, 15-2 and 15-3, Code of Ordinances of the City of Columbia, South Carolina are in effect. Pursuant to Chapter 14, Offenses and Miscellaneous Provisions, Article IV, Offenses Against the Public Peace and Order, Sec. 14-99, 1998 Code of Ordinances of the City of Columbia, South Carolina, the closed portion of the courtyard/plaza area adjacent to the Museum, with the exception of the parking area and any other areas posted as to not allow alcoholic beverages, is deemed to be the site of a public festival at which beer and wine beverages only may be consumed and the prohibition against possession or consumption of alcoholic beverages set forth in Sec. 14-99 shall not apply. Possession and consumption of beer and wine beverages only shall be permitted only in containers provided by vendors within the areas designated.

PROVIDED, FURTHER, that the event organizer shall provide the names and cell phone numbers of a least two contact persons who can receive complaints during the event, including any set up and breakdown times. The cell phones shall remain on at all times during the event and during any set up and breakdown time.

PROVIDED, FURTHER, that failure of the event organizer to strictly comply with the time frames and other requirements and responsibilities set forth in this resolution may result in a denial of subsequent requests to allow the event.

PROVIDED, HOWEVER, that no solicitation or transactions be made in violation of Sec. 14-32, 1998 Code of Ordinances of the City of Columbia, South Carolina.

BE IT FURTHER RESOLVED that should the organizer reschedule the event for another date beyond one (1) week from the date of the originally scheduled event, a request for a resolution of City Council approving the new date of the event shall be required.

Requested by:

Assistant City Manager Shealy

Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:

T.A. Knox

City Attorney

City Clerk

Introduced:

Final Reading:

DATE OF REQUEST 7/14/21

ESTIMATED NUMBER OF
ATTENDEES ANTICIPATED: 1500REQUESTOR'S NAME/CONTACT
INFORMATION (E-MAIL/
PHONE#/FAX#)

Dana Witkoski, dwitkoski@columbiamuseum.org

EVENT NAME/PURPOSE (i.e., St. Patrick's/Charity Fund-raiser) Arts & Draughts

DATE(S) OF EVENTS: (multiple day can be on one request) Friday, September 10, 2021

RAIN CONTINGENCY DATE: (Rescheduling due to inclement weather is allowed once within one week from the date of the originally scheduled event upon 24-hours written notice to the City, without a new request. The time of event operation shall remain the same.)

N/A

LOCATION OF EVENT
(i.e., Amphitheater area
of Finlay Park; 1300 and 1400 blocks
of Main Street between Lady Street
and Hampton Street) Columbia Museum of Art, 1515 Main StreetSTREET(S) OR PARK AREA TO BE
CLOSED
(i.e., 1300 and 1400 blocks of Main
Street between Lady Street and
Hampton Street; Amphitheater area of
Finlay Park; Boyd Plaza) Boyd PlazaHOURS FOR STREET(S) OR PARK AREA TO BE CLOSED
(i.e., 5:00 p.m. - 12:00 a.m.) ALLOW TIME FOR SET UP/CLEAN UP

5:00-10:00 pm

HOURS OF EVENT
(i.e., 6:00 p.m. - 10:00 p.m.)*

7:00-10:00 pm

HOURS OF SERVICE OF BEER/WINE BEVERAGES ONLY (NO LIQUOR**)
(Service should end one-half hour prior to end of event
(i.e., event is 6-10 p.m., beer/wine service is 6-9:30 p.m.)*

7:00-9:30 pm

DUE TO COVID-19 THERE ARE ADDITIONAL REQUIREMENTS AND PROCEDURES THAT MUST BE IN PLACE TO INSURE PUBLIC SAFETY. PLEASE PROVIDE YOUR SAFETY PLAN/PROTOCOL WITH DRAWING DEPICTING CLEANING/SANITIZATION AREAS WITH YOUR SPECIAL EVENT REQUEST FORM

Requests should be submitted by mail, e-mail or fax at least **NINETY (90) days in advance of the event** to allow for preparation and review of the Resolution and scheduling on Council's agenda. Requests may be sent by e-mail (shari.ardis@columbiasc.gov), fax (803-737-4250) or mailed to City Attorney's Office, ATTN: Shari Ardis, POB 667, Columbia, SC 29202. A draft Resolution will be prepared and forwarded for review to the event organizer, as well as to the City departments for coordination of City services and requirements (i.e., Police, Solid Waste, Parks and Recreation, etc.). **Written approval from the neighborhood president and adjoining business/property owners must be provided before requests will be submitted to City Council.** The event organizer is responsible for obtaining a permit or license if required by the South Carolina Department of Revenue.

Outdoor possession and consumption of beer and wine beverages only. all outdoor musical performances and use of sound-amplifying devices shall end by 10:00 p.m. due to the proximity of events to residential properties.***ONLY BEER AND WINE BEVERAGES ARE ALLOWED ON CITY PROPERTY. POSSESSION OF LIQUOR IS STRICTLY PROHIBITED. VIP tents or VIP areas for possession and consumption of beer and wine beverages within the event area are PROHIBITED.**

NOTE: **This form should only be used for public events where beer and/or wine are to be sold and consumed on City property** (i.e., Main Street Latin Festival, St. Patrick's Festival, Vista Lights, Rocky Shoals Spider Lily Festival, etc.).

This form **should not** be used to request use of City property for **private** events (birthday, retirement, anniversary parties, etc.) nor for sidewalk sales or neighborhood block parties. Requests for private events at City parks should be made through the Parks and Recreation Department. Requests for sidewalk sales which exclude the sale, possession and consumption of alcoholic beverages should be made to the City Manager. Requests for street closings for private neighborhood block parties should be made to the Police Department Special Events and Public Safety. Possession, distribution and consumption of any type of alcoholic beverage at neighborhood block parties shall be restricted to private property and is prohibited on sidewalks, streets and parks.

Fire Marshal George N. Adams, Jr., 803-545-3703; george.adams@columbiasc.gov
Legal Department - Shari Ardis; 803-737-4242; shari.ardis@columbiasc.gov or fax 803-737-4250 - resolution preparation
Parking Services - Jessica Argoe; (803) 545-0287; jessica.argoe@columbiasc.gov - meter bagging
Parks and Recreation - Pearl Osborne; 803-545-3100; pearl.osborne@columbiasc.gov - park reservations
Police Department Special Events - Sgt. Jennifer L. Jordan; (803) 545-3514; jennifer.jordan@columbiasc.gov - **parade permit, police, safety protocol**
Police Department Community Services - Brenda Murphy; 803-545-3507; brenda.murphy@columbiasc.gov - street closing

Last revised: 5/5/2021



COVID-19 Event Safety Plan

Masks are required to gain admission or participate in the event in accordance with applicable state laws/ordinances.

Sanitizer stations will be placed throughout the event area and museum for the duration of the event. The CMA has adequate supplies for increased cleaning and disinfection for high traffic areas and bathrooms.

The CMA has a social distancing plan in place. The plan encourages individuals who are not part of the same household to stay at least 6 feet apart before, during, and after the event by addressing traffic flow, seating layout and/or availability of seating, and, if applicable, blocking off rows and/or sections.

Visible guidelines will be posted, such as decals/tape on floors, signs on walls, and/or stanchions with signs, to promote social distancing.

All outside event vendors will be fully informed of the CMA's COVID-19 safety protocols and agree to adhere to all protocols for the duration of the event.

Visible guidelines of COVID-19 safety protocols and event specific rules will be posted for attendees to see upon entry.

the Columbia Museum of ART

COVID-19 Event Safety Plan

Masks will be recommended when gaining admission or participating in indoor activities at the Columbia Museum of Art in accordance with applicable state laws/ordinances and/or CDC guideline.

Regardless of ordinances or recommendations, sanitizer stations will be placed throughout the event area and museum for the duration of the event. Columbia Museum of Art has adequate supplies for increased cleaning and disinfection for high traffic areas and bathrooms.

The Columbia Museum of art has a social distancing plan in place should concerns with new COVID-19 variants warrant such action. The plan would encourage individuals who are not part of the same household to stay at least 6 feet apart before, during, and after the event by addressing traffic flow, seating layout and/or availability of seating, and, if applicable, blocking off rows and/or sections.

Should CDC guidelines and/or City ordinance recommend it, visible guidelines would be posted, such as decals/tape on floors, signs on walls, and/or stanchions with signs, to promote social distancing.

All outside event vendors will be fully informed of the CMA's COVID-19 safety protocols and agree to adhere to all protocols for the duration of the event.

Visible guidelines of COVID-19 safety protocols and event specific rules will be posted for attendees to see upon entry.

Effective 7/27

BOYD PLAZA

Food Trucks

Hampton Street

Main Street

CLOSED

stage

Keenan Fountain

Guarded gate
Exit

Beer

Food

Food

The Grove

The Bandstand

The Pavilion

shirt vendor

TD Bank

EXITS

CMA
ENTRANCE ON
MAIN
ST

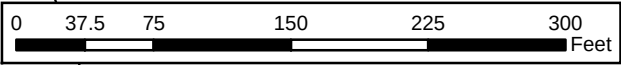
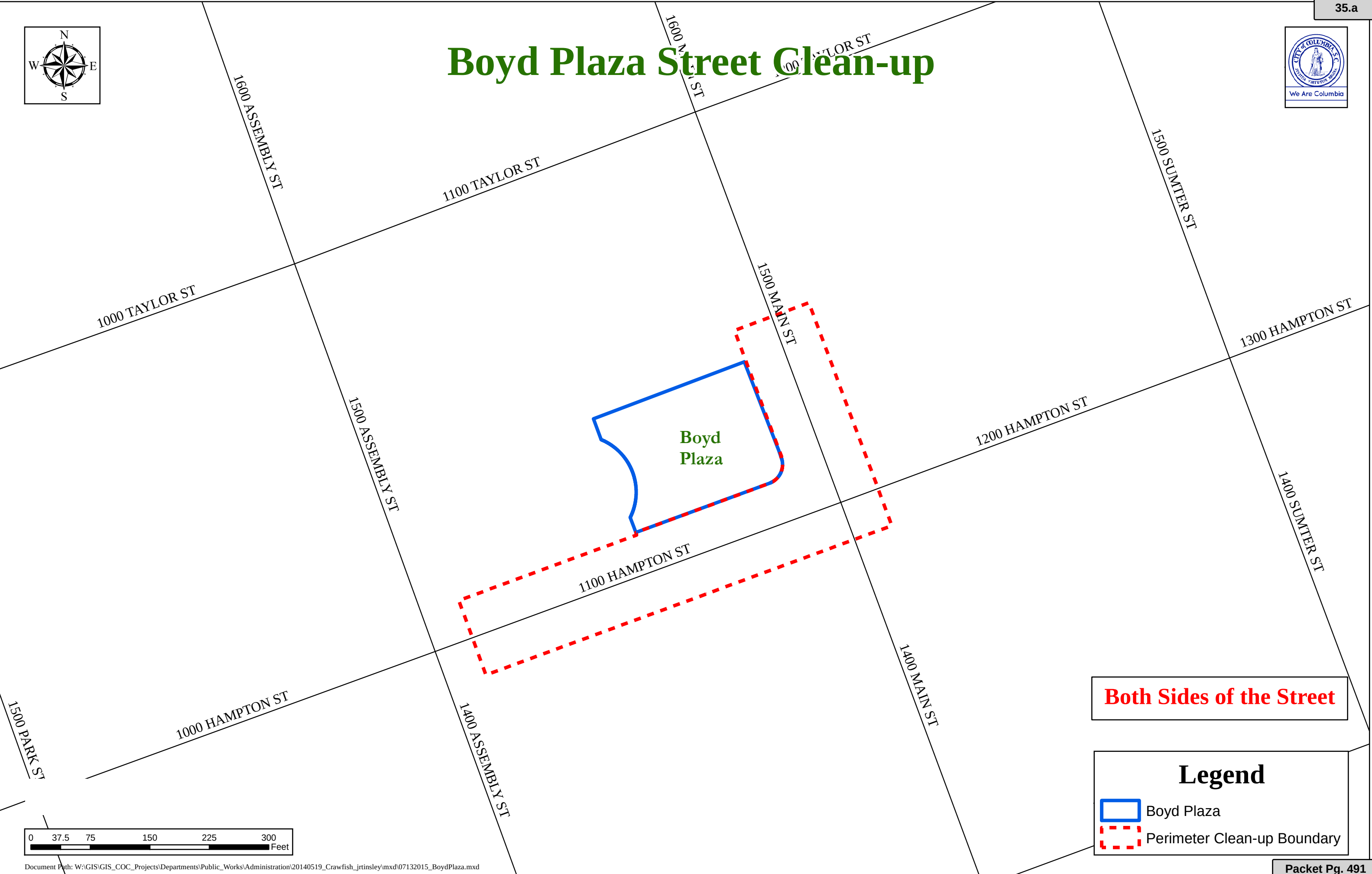
Exit

EXIT

Columbia Museum of Art



Boyd Plaza Street Clean-up





We Are Columbia

MEETING DATE: August 17, 2021

DEPARTMENT: Legal Department

FROM: *Shari Ardis, Legal Office Manager*

SUBJECT: Resolution No.: R-2021-086 Repealing and Replacing R-2021-034 Authorizing consumption of beer and wine beverages only at the Lifting as We Climb Fundraiser on Main Street on Saturday, September 18, 2021

**FUNDING SOURCE &
ORIGINAL BUDGET:**

PURPOSE:

The organizer has requested relocation of the event from the Lady Street area to the parking lot between City Hall and the Courthouse due to the proximity of construction projects along Lady Street. The event date and hours remain the same.

ATTACHMENTS:

- **#a:** R-2021-086 Lifting as We Climb (Sept 18 relocation) (PDF)

RESOLUTION NO.: R-2021-086

Repealing and Replacing R-2021-034 Authorizing consumption of beer and wine beverages only at the Lifting as We Climb Fundraiser on Main Street on Saturday, September 18, 2021

WHEREAS, on June 15, 2021, the Mayor and City Council approved Resolution R-2021-034 authorizing consumption of beer and wine beverages only at the Lifting as We Climb Fundraiser to be held in the half block area of the 1200 block of Main Street north of the entrance to the parking garage located behind 1221 Main Street to allow for ingress and egress to the parking garage; the half block area of the 1200 block of Lady Street west of the entrance to the First Citizens Bank and Trust parking lot to allow for ingress and egress to parking lot; the half block area of the 1100 block of Lady Street east of the entrance into the parking garage located behind 1227 Main Street to allow for ingress and egress into the parking garage; the 1300 block of Main Street between Lady Street and Washington Street; the half block area of the 1100 block of Lady Street east of the parking garages located on either side of Lady Street to allow for ingress and egress to the parking garages; and, the half block area of the 1200 block of Lady Street west of the parking lots located on either side of Lady Street to allow for ingress and egress to the parking lots; and,

WHEREAS, due to proximity of construction projects to the event area approved by R-2021-034, Lifting as We Climb ("Sponsor") has requested permission to relocate the event to the parking lot located in the 1700 block of Main Street between Main Street and Assembly Street adjacent to the Richland County Judicial Center and City Hall; and,

WHEREAS, Sponsor has requested permission for the temporary closing and use from 8:00 a.m. until midnight of the parking lot located in the 1700 block of Main Street between Main Street and Assembly Street adjacent to the Richland County Judicial Center and City Hall for an event to be held on Saturday, September 18, 2021 from 6:00 p.m. until 10:00 p.m.; for patrons to consume beer and wine beverages only at the event during the hours of 6:30 p.m. and 9:30 p.m.; and for crowd control and overflow; and,

WHEREAS, to insure the safety of attendees Organizer understands and agrees as follows:

1. Organizer shall work with the City to develop a written plan and design a footprint of the event area that adheres to COVID-19 pandemic safety and social distancing protocols as published by the CDC and SCDHEC and shall modify the plans and footprint as safety protocols published by the CDC and SCDHEC are updated.
2. The City may cancel the event at any time based upon public safety and/or public health concerns. The City shall not be financially responsible for any costs associated with the cancellation of the event.
3. Organizer shall display signs (physical and/or electronic) throughout the event area that discourage physical contact such as hugs, handshakes, fist bumps, and high-fives during the event.
4. Organizer shall encourage all attendees of the event to adhere to all COVID-19 safety protocols to include but not be limited to wearing of face masks, social distancing and frequent washing of hands.
5. Organizer is required to provide portable restroom facilities at the event unless it can substantiate the sufficient availability of both ADA accessible and non-accessible facilities in the immediate area of the event site which will be available to the public during the event. Organizer is to provide a minimum of four (4) chemical or portable toilets and two (2) wash stations for every 250 people, or portion thereof who attends the event. Ten percent (10%) of these facilities should be ADA accessible. This figure is based upon the maximum number of attendees at the event during peak time. The City of Columbia may determine the total number of required restroom facilities on a case-by-case basis. Organizer shall post signs or markers to prohibit lines or crowds forming near the restroom without maintaining a distance of at least six (6) feet from other people.
6. Organizer shall post signs or markers to prohibit lines or crowds forming near food vendors and should encourage attendees to bring their own water. Alcohol, beer and/or wine shall be prohibited at the event without approval of a written resolution of City Council.

7. Organizer shall coordinate with food vendors to offer touchless payment options if possible and available or provide a tray for the exchange of payment to avoid hand contact. Frequently touched surfaces should be cleaned after each customer and customers are encouraged to use their own pens.

8. At no cost to the City, Organizer shall be responsible for hiring off-duty City of Columbia police officers during the hours of 8:00 a.m. until midnight of no less than two (2) officers.

WHEREAS, it has been determined that such an event would be in the public interest; NOW, THEREFORE,

BE IT RESOLVED by the Mayor and Council this ____ day of _____, 2021, Resolution No.: R-2021-034 is hereby repealed and that the sale of beer and wine beverages only is authorized between the hours of 6:30 p.m. and 9:30 p.m. on Saturday, September 18, 2021 at the new event location in the parking lot located in the 1700 block of Main Street between Main Street and Assembly Street adjacent to the Richland County Judicial Center and City Hall; and,

BE IT FURTHER RESOLVED that possession and consumption of alcoholic liquors or alcoholic beverages other than beer and/or wine beverages within the event area is prohibited; and,

BE IT FURTHER RESOLVED that VIP tents or VIP areas for the possession and consumption of alcoholic liquors or alcoholic beverages, other than beer or wine beverages, within the event area are prohibited; and,

BE IT FURTHER RESOLVED that organizer is responsible or shall make arrangements for the cleanup of all trash and debris within the festival area and within the designated area of impact as shown on the attached drawing, and shall place same in the roll carts provided by the City. Any overflow of trash and debris shall be placed in garbage bags with the top securely closed and placed beside the City roll carts. The number of roll carts needed for the event shall be determined by organizer and the City Solid Waste Division prior to the event and placed throughout the event area to ensure that trash and debris are well contained. Roll carts and bagged trash and debris shall be returned to the collection point designated by the City in a timely manner. If the organizer has not opted to use City services to clean up the festival area and within the designated area of impact as shown on the attached drawing, any costs incurred by the City in removing loose trash and debris within the festival area and within the designated area of impact as shown on the attached drawing, which the organizer has failed to clean up, shall be billed to and paid by the organizer; and,

BE IT FURTHER RESOLVED that outdoor possession and consumption of beer and wine beverages only, all outdoor musical performances and use of sound-amplifying devices shall end by 10:00 p.m. due to the proximity of the event to residential properties; and,

BE IT FURTHER RESOLVED that all vendors be restricted to stationary location; and,

BE IT FURTHER RESOLVED that only pedestrian traffic will be allowed within the area. All other traffic, including, but not limited to, automobiles, trucks, motorcycles, mopeds, bicycles, skate boards, and horses, except police horses, is prohibited. Canines are allowed, provided that current leash laws are observed as are set out in the 1998 Code of Ordinances of the City of Columbia, as amended. Coolers, glass bottles, breakable glasses and/or cups, large bags and backpacks shall be prohibited; and,

BE IT FURTHER RESOLVED that during the designated time the closed portion of the parking lot located in the 1700 block of Main Street between Main Street and Assembly Street adjacent to the Richland County Judicial Center and City Hall, with the exception of the parking areas, adjacent off-street parking areas and any other areas posted as to not allow alcoholic liquors or alcoholic beverages other than beer and/or wine beverages only, is deemed to be the site of a public festival at which only beer and wine beverages may be consumed and the prohibition against possession or consumption of alcoholic beverages set forth in Sec. 14-99 shall not apply as to the possession and consumption of beer and/or wine beverages only. Possession and consumption of beer and wine beverages only shall be permitted only in plastic cups, plastic or aluminum bottles or aluminum cans provided by vendors within the areas designated.

PROVIDED, FURTHER, that the event organizer shall provide the names and cell phone numbers of a least two contact persons who can receive complaints during the event, including any set up and breakdown times. The cell phones shall remain on at all times during the event and during any set up and breakdown time.

PROVIDED, FURTHER, that failure of the event organizer to strictly comply with the time frames and other requirements and responsibilities set forth in this resolution may result in a denial of subsequent requests to allow the event.

PROVIDED, HOWEVER, that no solicitation or transactions be made in violation of Sec. 14-32, 1998 Code of Ordinances of the City of Columbia, South Carolina.

BE IT FURTHER RESOLVED that in the event of inclement weather on Saturday, September 18, 2021 the City Manager is authorized to approve the rescheduling of the event for another date within one (1) week from the date of the originally scheduled event upon receiving twenty-four (24) hours written notice requesting the rescheduling of the event. The hours of operation for the event, service of beer and wine at the event and closing of streets for set up, clean up and crowd control of the event shall remain as outlined above.

BE IT FURTHER RESOLVED that should the organizer reschedule the event for another date beyond one (1) week from the date of the originally scheduled event, a request for a resolution of City Council approving the new date of the event shall be required.

Requested by:

Assistant City Manager Shealy

Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:

T.A. Knox

City Attorney

City Clerk

Introduced:

Final Reading:

DATE OF REQUEST

July 27, 2021

REQUESTOR'S NAME/CONTACT
INFORMATION (E-MAIL/
PHONE#/FAX#)Bianca Shelton
bianca@crawfordaustinagency.com
803.995.0816

36.a

ESTIMATED NUMBER OF
ATTENDEES ANTICIPATED:

600

EVENT NAME/PURPOSE (i.e., St. Patrick's/Charity Fund-raiser)

Lifting As We Climb Fundraiser

DATE(S) OF EVENTS: (multiple day can be on one request)

Saturday, September 18, 2021

RAIN CONTINGENCY DATE: (Rescheduling due to inclement weather is allowed once within one week from the date of the originally scheduled event upon 24-hours written notice to the City, without a new request. The time of event operation shall remain the same.)

LOCATION OF EVENT
(i.e., Amphitheater area
of Finlay Park; 1300 and 1400 blocks
of Main Street between Lady Street
and Hampton Street)

City Parking lot in the 1700 block of Main Street adjacent to the Richland County Judicial Center

STREET(S) OR PARK AREA TO BE
CLOSED
(i.e., 1300 and 1400 blocks of Main
Street between Lady Street and
Hampton Street; Amphitheater area of
Finlay Park; Boyd Plaza)

1700 Block of Main Street (Blanding and Laurel Streets)

HOURS FOR STREET(S) OR PARK AREA TO BE CLOSED
(i.e., 5:00 p.m. - 12:00 a.m.) ALLOW TIME FOR SET UP/CLEAN UP

8:00 a.m. to 11:59 p.m.

HOURS OF EVENT
(i.e., 6:00 p.m. - 10:00 p.m.)*

6:00 p.m. - 10 p.m.

HOURS OF SERVICE OF BEER/WINE BEVERAGES ONLY (NO LIQUOR**)
(Service should end one-half hour prior to end of event
(i.e., event is 6-10 p.m., beer/wine service is 6-9:30 p.m.)*

6:30 p.m. - 9:30 p.m.

DUE TO COVID-19 THERE ARE ADDITIONAL REQUIREMENTS AND PROCEDURES THAT MUST BE IN PLACE TO INSURE PUBLIC SAFETY. PLEASE PROVIDE YOUR SAFETY PLAN/PROTOCOL WITH DRAWING DEPICTING CLEANING/SANITIZATION AREAS WITH YOUR SPECIAL EVENT REQUEST FORM

Requests should be submitted by mail, e-mail or fax at least **NINETY (90) days in advance of the event** to allow for preparation and review of the Resolution and scheduling on Council's agenda. Requests may be sent by e-mail (shari.ardis@columbiasc.gov), fax (803-737-4250) or mailed to City Attorney's Office, ATTN: Shari Ardis, POB 667, Columbia, SC 29202. A draft Resolution will be prepared and forwarded for review to the event organizer, as well as to the City departments for coordination of City services and requirements (i.e., Police, Solid Waste, Parks and Recreation, etc.). Written approval from the neighborhood president and adjoining business/property owners must be provided before requests will be submitted to City Council. The event organizer is responsible for obtaining a permit or license if required by the South Carolina Department of Revenue.

***Outdoor possession and consumption of beer and wine beverages only, all outdoor musical performances and use of sound-amplifying devices shall end by 10:00 p.m. due to the proximity of events to residential properties.**

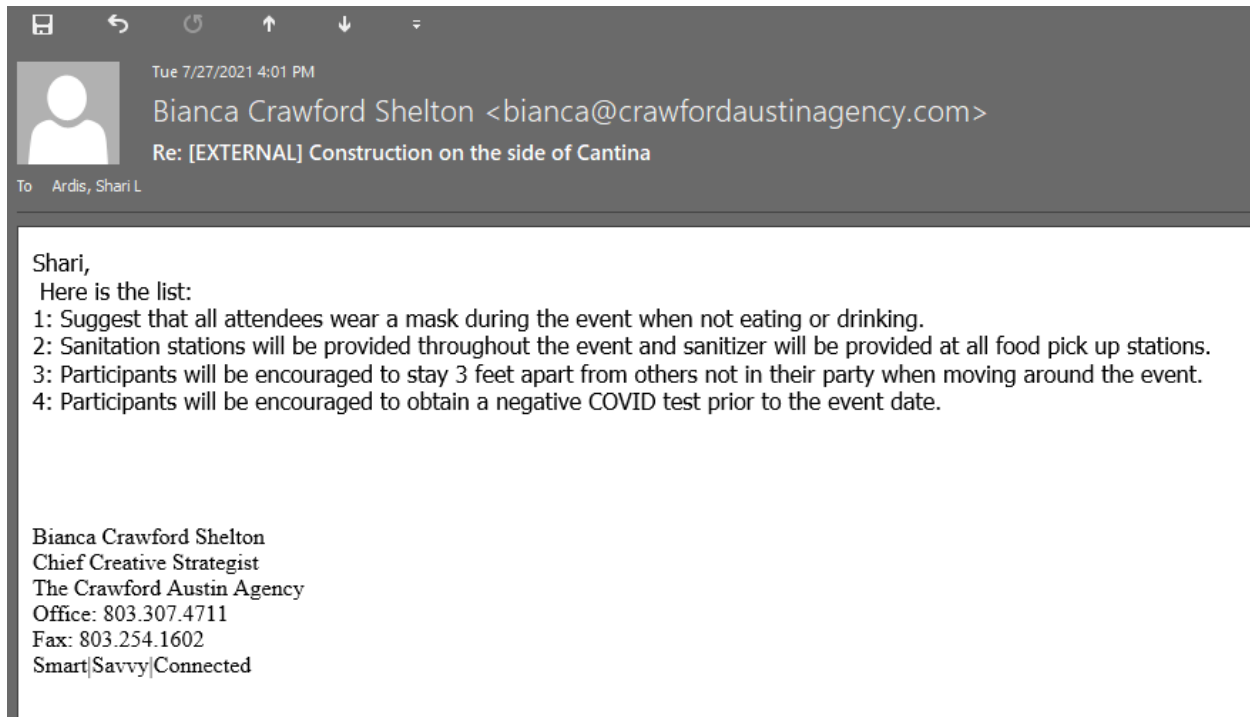
****ONLY BEER AND WINE BEVERAGES ARE ALLOWED ON CITY PROPERTY. POSSESSION OF LIQUOR IS STRICTLY PROHIBITED. VIP tents or VIP areas for possession and consumption of beer and wine beverages within the event area are PROHIBITED.**

NOTE: **This form should only be used for public events where beer and/or wine are to be sold and consumed on City property** (i.e., Main Street Latin Festival, St. Patrick's Festival, Vista Lights, Rocky Shoals Spider Lily Festival, etc.).

This form **should not** be used to request use of City property for **private** events (birthday, retirement, anniversary parties, etc.) nor for sidewalk sales or neighborhood block parties. Requests for private events at City should be made through the Parks and Recreation Department. Requests for sidewalk sales which exclude the sale, possession and consumption of alcoholic beverages should be made to the City Manager. Requests for street closings for private neighborhood block parties should be made to the Police Department Special Events and Public Safety. Possession, distribution and consumption of any type of alcoholic beverage at neighborhood block parties shall be restricted to private property and is prohibited on sidewalks, streets and parks.

Fire Marshal George N. Adams, Jr., 803-545-3703; george.adams@columbiasc.gov
Legal Department - Shari Ardis, 803-737-4242; shari.ardis@columbiasc.gov or fax 803-737-4250 - resolution preparation
Parking Services - Jessica Argoe, (803) 545-0287; jessica.argoe@columbiasc.gov - meter bagging
Parks and Recreation - Pearl Osborne, 803-545-3100; pearl.osborne@columbiasc.gov park reservations
Police Department Special Events - Sgt. Jennifer L. Jordan, (803) 545-3514; jennifer.jordan@columbiasc.gov - parade permit, police, safety protocol
Police Department Community Services - Brenda Murphy, 803-545-3507; brenda.murphy@columbiasc.gov - street closing

Packet Pg. 496

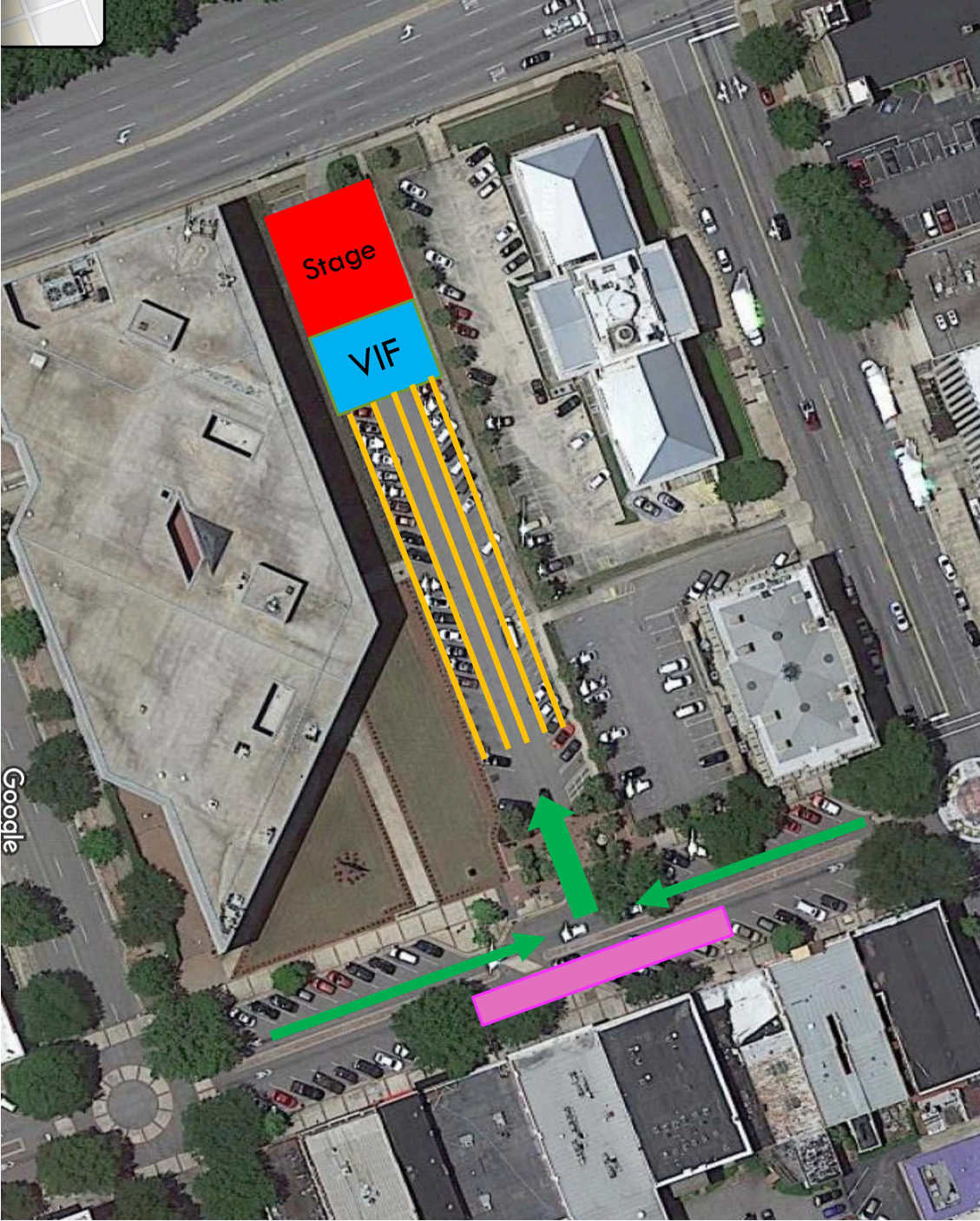


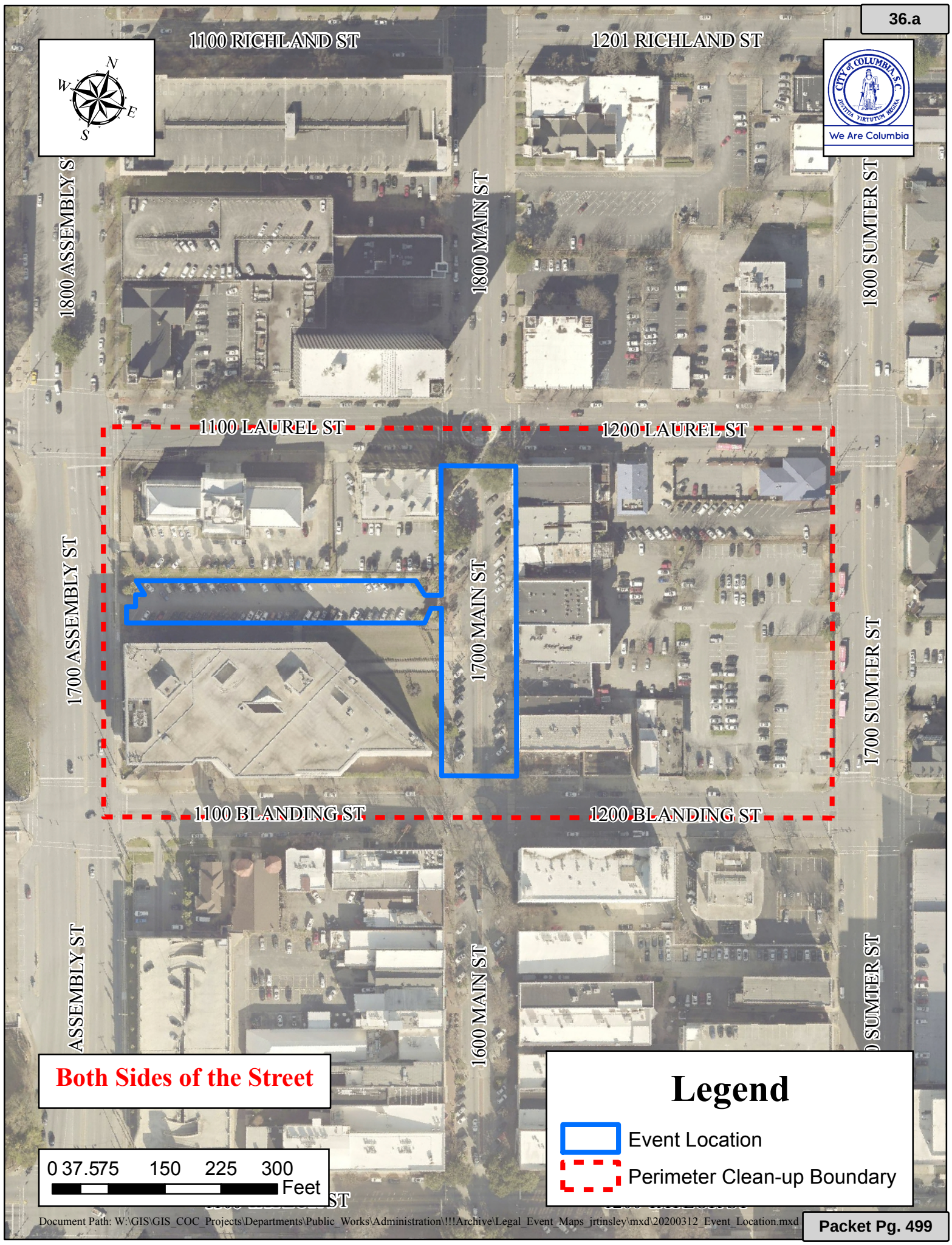
LEGEND

GUESTS

VENDORS

WALK INTO VENUE





Both Sides of the Street

Legend

-  Event Location
-  Perimeter Clean-up Boundary

0 37.575 150 225 300 Feet



We Are Columbia

MEETING DATE: August 17, 2021

DEPARTMENT: City Management Office

FROM: *Teresa Wilson, City Manager*

SUBJECT: Advisory Council on Equality

**FUNDING SOURCE &
ORIGINAL BUDGET:**



We Are Columbia

MEETING DATE: August 17, 2021

DEPARTMENT: City Management Office

FROM: *Teresa Wilson, City Manager*

SUBJECT: Columbia Housing Authority

**FUNDING SOURCE &
ORIGINAL BUDGET:**



We Are Columbia

MEETING DATE: August 17, 2021

DEPARTMENT: City Management Office

FROM: *Teresa Wilson, City Manager*

SUBJECT: Design Development Review Commission

**FUNDING SOURCE &
ORIGINAL BUDGET:**



We Are Columbia

MEETING DATE: August 17, 2021

DEPARTMENT: City Management Office

FROM: *Teresa Wilson, City Manager*

SUBJECT: Food Policy Committee

**FUNDING SOURCE &
ORIGINAL BUDGET:**



We Are Columbia

MEETING DATE: August 17, 2021

DEPARTMENT: City Management Office

FROM: *Teresa Wilson, City Manager*

SUBJECT: Transportation Penny Oversight Committee

**FUNDING SOURCE &
ORIGINAL BUDGET:**

HISTORY:

08/03/21 Columbia City Council DEFERRED



We Are Columbia

MEETING DATE: August 17, 2021

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:

FOCUS AREAS: Innovative & High Quality Municipal Services

PURPOSE:

- COVID-19
- Phillips Street
- Franchise Agreement
- Gun Crime Legislation
- Monticello Road SCDOT Pavement Improvement Program



We Are Columbia

MEETING DATE: August 17, 2021

DEPARTMENT: City Clerk

FROM: *Erika Hammond, City Clerk*

SUBJECT: Discussion of matters relating to proposed location or expansion of services to encourage location or expansion of industries or other businesses in the area served by the public body pursuant to S.C. Code §30-4-70(a)(5)

FUNDING SOURCE & ORIGINAL BUDGET:

PURPOSE:
Bierkeller
Graph-itti



We Are Columbia

MEETING DATE: August 17, 2021

DEPARTMENT: City Clerk

FROM: *Erika Hammond, City Clerk*

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

**FUNDING SOURCE &
ORIGINAL BUDGET:**

PURPOSE:
Legislative Affairs
Deed Restrictions for 1001 Senate Street