COLUMBIA CITY COUNCIL MEETING AGENDA
TUESDAY, SEPTEMBER 15, 2020

The Columbia City Council will conduct a Meeting on Tuesday, September 15, 2020 at 2:00 p.m. using Video Conferencing Technology. The Virtual Meeting will be streamed online at www.columbiasc.gov. The public has the ability to listen to audio and participate in the meeting via telephone by calling **855-925-2801**. When prompted, enter the meeting code: **8608**. For additional meeting information visit www.columbiacitysc.iqm2.com. You may also register at this site to post comments related to items on the agenda. For questions regarding the meeting portal, 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

CALL TO ORDER

INVOCATION

ADOPTION OF AGENDA

APPROVAL OF MINUTES

1. Council is asked to approve the May 12, 2020, June 2, 2020, and June 23, 2020 City Council Meeting Minutes.

EMERGENCY ORDINANCE

2. Ordinance No.: 2020-087 An Emergency Ordinance Extending Certain Emergency Ordinances Related to COVID-19

CITY COUNCIL DISCUSSION / ACTION

3. COVID-19 Update - The Honorable Mayor Stephen K. Benjamin

   COVID-19 Situational Report - Mr. Harry Tinsley, Emergency Management
   University of South Carolina Update - President Robert Caslen

4. Census Update - Ms. Chynna A. Phillips, MSW, Columbia Complete Count Committee Co-Chair

5. Clean Water 2020 Program Update – Mr. Clint Shealy, P.E., Assistant City Manager for Columbia Water and Bryan Cully, CDM-Smith **Updated**

CONSENT AGENDA ITEMS 6 THROUGH 27

6. Council is asked to approve a Professional Services Agreement for State Lobbying Services, as requested by the Office of Governmental Affairs. Award to Kyle Michel Law Firm, LLC in an amount not to exceed $72,000. This firm is located in Columbia, SC.

   Funding Source: Governmental Affairs (1011103-636600). The original budget amount is $72,000.

7. Council is asked to approve a Professional Services Agreement for Federal Lobbying Services, as requested by the Office of Governmental Affairs. Award to CapitalEdge Strategies, LLC in an amount not to exceed $78,750.00. This firm is located in Washington, DC.

   Funding Source: Governmental Affairs (1011103-636600). The original budget amount is $78,750.00.

8. Council is asked to approve a Contract Renewal for Emergency Notification System Services for Fiscal Year 2020/2021, as requested by Columbia-Richland 911 Communications. Award to Everbridge Systems in the amount of $79,275.00. This firm is located in Columbia, SC.

   Funding Source: City Account (1012701-638200) $39,637.50 and County Account (2082702-638200) $39,637.50. The original budget amount is $79,275.00.

9. Council is asked to approve a Contract for Crossing Guard Services for School Year 2020-2021, as requested by the Columbia Police Department. Award to Allegiance Industries in the amount of $264,960.00. This firm is located in Columbia, SC.

   Funding Source: Police Administrative Services, Professional Services (1012402-636600). The original budget amount is $264,960.00.

10. Council is asked to approve Contract Amendment #8 for Citywide Video Camera Surveillance Services for Fiscal Year 2020/2021, as requested by the Columbia Police Department. Award to Statewide Security Systems, Inc. in the amount of $218,260.00. This firm is located in Columbia, SC.

    Funding Source: Police Administrative Services - Professional Services (1012402-636600). The budget amount for this amendment is $218,260.00. The total revised budget amount is $1,311,980.00.

11. Council is asked to approve an Agreement for Audio Visual Equipment and Installation, as requested by the Emergency Management Department. Award to Advanced Video Group, Inc., using the SC State Contract in the amount of $228,419.36. This vendor is located in Lexington, SC.

    Funding Source: General Capital Projects - Municipal Emergency Management Operation Center (403999-CP105906-658650). The original budget amount is $228,419.36.

12. Council is asked to approve a Hardware, Maintenance and Service Contract, as requested by the Information Technology Services Department. Award to the Hewlett Packard Enterprise Company, using the SC State Contract in the amount of $65,258.27. This vendor is located in Roseville, CA.

    Funding Source: Information Technology- Maintenance & Service Contract (1011120-638200). The original budget amount is $65,258.27.

13. Council is asked to approve the Purchase of Cisco Integrated Routers and the SMARTnet Extended Services Contract, as requested by the Information Technology Services Department. Award to CDW Government, LLC, using the SC State Contract in the amount of $738,150.32. This vendor is located in Vernon Hills, IL.

    Funding Source: Technology Contingency - Computer Electronic Equipment - Capital (5518408-658600); Capital Lease IT - Computer Electronic Equipment - Capital (6218992-658600). The original budget amount is $738,150.32.

14. Council is asked to approve the Purchase of a Mini Excavator and a Compact Track Loader for Wastewater Maintenance, as requested by the Fleet Services Division. Award to Blanchard Machinery, using the SC State Contract in the amount of $102,757.00. This vendor is located in West Columbia, SC.

    Funding Source: Mini Excavator: Utilities Wastewater Maintenance - Auto, Trucks, Heavy Equipment - Capital (5516205-658500). The original budget amount is $47,348.00. Compact Track Loader: Utilities Wastewater Maintenance - Auto, Trucks Heavy Equipment - Capital (5516205-658500). The original budget amount is $55,409.00.

15. Council is asked to approve an Agreement for Project SS7481; Metro Wastewater Treatment Plant Flow Metering Improvements, as requested by Columbia Water. Award to Black & Veatch Corporation in the amount of $75,006.00. This firm is located in Columbia, SC.

    Funding Source: Water and Sewer Capital Projects- Influent/Effluent Meter Improvement (5529999-SS748101-658650). The original budget amount is $75,006.00.

This is a Mentor Protégé Program Project. Black & Veatch Corporation of Columbia, SC is the Mentor and will provide design, permitting, construction services, and project closeout services at 65.4% ($49,070.00) of the total contract amount. Howard Engineering, Inc., a Minority Business Enterprise (W), of Columbia, SC, is the Protégé and will provide electrical and I &C design engineering services and construction management including an onsite project representative during construction at 34.6% ($25,936.00) of the total contract amount.

16. Council is asked to approve Contract Amendment #1 for Project SD8438; Queen Street Drainage & Detention Phase II, as requested by Columbia Water. Award to Black & Veatch Corporation in the amount of $98,500.00. This firm is located in Columbia, SC.

    Funding Source: Stormwater Improvement Capital Project Control (5549999-SD843801-658650). The original budget amount for this amendment is $98,500.00. The total revised budget amount is $346,300.00.

    This is a Mentor Protégé Program project. Black and Veatch Corporation is the Mentor and will provide technical consulting services, permitting, final design, analysis, survey and utility mapping services at 77.4% ($268,168.00) of the revised total contract amount. Civil Engineering Consulting Services, Inc., a Minority Business Enterprise (W), of Columbia, SC is the Protégé and will assist with final design, permitting assistance, and property correspondence services at 22.6% ($78,132.00) of the revised total contract amount.

17. Council is asked to approve Contract Amendment #1 for Project SD8468; Upper Wildcat Creek Tributary Watershed Stormwater Infrastructure and Improvements, as requested by Columbia Water. Award to Black & Veatch Corporation in the amount of $89,900.00. This firm is located in Columbia, SC.

    Funding Source: Stormwater Improvement Capital Project Control (5549999-SD846801-658650). The original budget amount for this amendment is $89,900.00. The total revised budget amount is $284,100.00.

    This is a Mentor Protégé Program project. Black and Veatch Corporation is the Mentor and will provide technical consulting services, analysis, final design, and construction administration services at 80% ($227,260.00) of the revised total contract amount. Civil Engineering Consulting Services, Inc., a Minority Business Enterprise (W) of Columbia, SC is the Protégé and will provide roadway coordination, utility coordination, and construction administration/observation services at 20% ($56,840.00) of the revised total contract amount.

18. Council is asked to approve the Purchase of Automated Metering Infrastructure Meters and Registers for the Water Distribution Division, as requested by Columbia Water. Award to Badger Meter Inc., as a Sole Source in the amount of $127,116.00. This vendor is located in Milwaukee, WI.

    Funding Source: Utilities Water Distribution & Maintenance - Meters, Parts, and Supplies (5516203-625600). The original budget amount is $300,000.00.

19. Council is asked to approve an Agreement for Project WM4545; Canal and Lake Murray Water Treatment Plants Filter Improvements, as requested by Columbia Water. Award to Black & Veatch Corporation in the amount of $369,800.00. This firm is located in Columbia, SC.

    Funding Source: Water and Sewer Capital Projects Canal Water Treatment Plant & Lake Murray Water Treatment Plant Filter Rehabilitation (5529999-WM454501-658650). The original budget amount is $369,800.00.

    This is a Mentor Protégé Program Project. Black & Veatch Corporation is the Mentor and will provide design, permitting, construction services, and project closeout services at 75.6% ($279,600.00) of the total contract amount. Howard Engineering, Inc., a Minority Business Enterprise (W), of Columbia, SC, is the Protégé and will provide project administration, preliminary design, final design, and engineering services during construction at 24.4% ($90,200.00) of the total contract amount.

20. Council is asked to approve Contract Amendment #7 for Project SS7261; Lake Katherine Sewer Line Capacity Enhancement, as requested by Columbia Water. Award to AECOM in the amount of $59,130.00. The firm is located in Columbia, SC.

    Funding Source: Unforeseen & Miscellaneous Projects (5529999-SS726101-658650). The original budget amount for this amendment is $59,130.00. The total revised budget amount is $1,839,605.00.

    This is a Mentor Protégé Program Project. AECOM is the Mentor and will provide additional bidding and engineering services during construction in the amount of 79.8% ($1,467,583.00) of the total contract amount. DESA, Inc., a Minority Business Enterprise of Columbia, SC, is the Protégé and will continue to provide construction administration and periodic observation services in the amount of 19.8% ($364,790.00) of the revised total contract amount.

    Civil Engineering Consulting Services, Inc., a Minority Business Enterprise (W), of Columbia, SC will be providing additional sub-consultant specialty engineering services in the amount of .40% ($7,232.00) of the revised contract amendment value.

21. Council is asked to approve Contract Amendment #4 for Project SD8360; Water Quality Monitoring and MS4 Program Support, as requested by Columbia Water. Award to Woolpert, Inc. in the amount of $549,427.00. This firm is located in Columbia, SC.

    Funding Source: Engineering Stormwater Improvements - Engineering Stormwater Improvements/Special Contracts Water/Sewer, Stormwater (5534202-SD836001-638305). The original budget amount for this amendment is $549,427.00. The total revised budget amount is $1,590,581.00.

    The Prime Contractor, Woolpert, Inc. of Columbia, SC is providing operation and maintenance services for the continuous water quality, stream stage, and rainfall stations for Gills Creek, Kinley Creek, Rocky Branch and Smith Branch at 81.62% ($448,442.00) of the requested amendment amount.

The following sub-consultants will provide additional services:

Rogers & Callcott Environmental of Columbia, SC will provide sampling and laboratory analytical services at 8.34% ($45,820.00) of the requested amendment amount.

YSI Incorporated of Yellow Springs, OH will provide equipment and calibration solution for multi-parameter data sondes services at 9.13% ($50,165.00) of the requested amendment amount.

Campbell Scientific of Logan, UT will provide vendor services/materials at 0.91% ($5,000.00) of the requested amendment amount.

22. Council is asked to approve Contract Amendment #9 for Project SS7236; Consent Decree Program Management Services for Fiscal Year 2020/2021, as requested by Columbia Water. Award to CDM Smith, Inc. in the amount of $4,500,000.00. This firm is located in Columbia, SC.

Funding Source: Water and Sewer Capital Projects - Capital Project Costs (5529999-SS723621-658650). The original budget amount for this amendment is $4,500,000.00.
The initial term of the Agreement was for one (1) year, with an option to extend annually via contract amendment for up to ten (10) years. The option period for this amendment, year nine (9) of the contract, will be from July 1, 2020 - June 30, 2021.

CDM Smith Inc. of Columbia, SC is the Prime Contractor and will provide program management for consent decree compliance and infrastructure improvements services at 75.00% ($3,374,999.00) of the amendment amount.

The following sub-consultants will provide additional services:

DESA, Inc., a Minority Business Enterprise, of Columbia, SC will provide document control support, project support, and public outreach services at 7.32% ($329,303.00) of the amendment amount.

Carper Consulting, a Minority Business Enterprise (W), of Columbia, SC will provide project management and construction inspection services at 3.39% ($152,720.00) of the amendment amount.

Comprehensive Business Consultants, a Minority Business Enterprise, of Columbia, SC will provide project management and project management support services at 6.37% ($286,514.00) of the amendment amount.

Atlantic South Consulting Services, LLC, a Minority Business Enterprise, of Charleston, SC will provide Computerized Maintenance Management System (CMMS) implementation support and Information Management System (IMS) support services at 0.69% ($31,104.00) of the amendment amount.

ELL Enterprises. LLC, a Minority Business Enterprise (W), of Chapin, SC will provide CMMS implementation maintenance and asset management processes services at 4.25% ($191,360.00) of the amendment amount.

Blue Cypress Consulting, a Minority Business Enterprise (W), of Decatur, GA will provide services to analyze existing data to evolve the inspection/cleaning program to reduce Sanitary Sewer Overflows (SSO) at 0.48% ($21,520.00) of the amendment amount.

The LPA Group (Unit of Michael Baker Corporation) of Columbia, SC, will provide standards development consultant management services at 2.50% ($112,480.00) of the amendment amount.

23. Council is asked to approve multiple Citywide Contract Renewals and Funding Requests for Fiscal Year 2020/2021, as requested by various City Departments. Award to the following vendors in the total amount of $7,230,336.04.

Funding Source: Solid Waste Compost - Special Projects (1014406-638500); Utilities Metro Wastewater Plant - Special Contracts (5516208-638300); Utilities Metro Wastewater Plant - Maintenance & Service Contracts (5516208-638200); Police Administrative Services - Professional Services (1012402-638200); Customer Service - Special Contracts (5511407-638300); Customer Service- Postage and Delivery (5511407-631100); Utilities Wastewater Maintenance - Special Contract - Water & Sewer (5516205-638305); Utilities Metro Wastewater Plant - Special Contracts (5516208-638300); Telecomm Central Stores -Wiring Charges (6208962-632120); Accounting- Audit Costs (1011401-635600). The original budget amount is $7,230,336.04.

Contractor/Vendor	Project Description	Contract Year	Amount	Location
Solid Waste				
Martin Edwards and Associates	Composting & Grinding	Year 3 of a 3 year contract	$103,181.40	Erwin, NC
Waste Management	Screenings, Grit & Sludge Landfill Disposal Services	6th year of a 7 year contract	$764,000.00	Elgin, SC
Columbia Police Department				
Wright Johnston	Police Uniforms	3rd year of a 5 year contract	$225,000.00	Columbia, SC
Columbia Fire Department				
Wright Johnston	Class A/B Fire Uniforms	4th year of a 5 year contract	$32,400.00	Columbia, SC
Citywide				
Tyler Brothers	Safety Shoes	Contract Extension to June 30, 2021	$143,200.00	Wagener, SC
Unifirst	Uniform Rental	Year 5 of a 5 year contract	$480,000.00	Lexington, SC

Goodwill Industries	Professional Janitorial Services	Contract Extension to February 28, 2021	$95,865.90	Greenville, SC
American Facility Services	Professional Janitorial Services	Contract Extension to February 28, 2021	$161,652.00	Alpharetta, GA
Maid Over	Professional Janitorial Services	Contract Extension to February 28, 2021	$11,970.00	Greenwood, SC
Zap Pro Cleaning Services, LLC	Professional Janitorial Services	Contract Extension to February 28, 2021	$11,341.32	Winnsboro, SC
Finance				
*Scott and Company, LLC	Auditing Services	2nd year of 2 year initial award	$134,700.00	Columbia, SC
Parking & Solid Waste				
Laser Print Plus	Utility & Parking Bills Printing, Postage and Archiving Services	Year 5 of a 5 year contract	$ 861,000.00	Columbia, SC
Waste Water Maintenance				
Duke's Root Control	Sanitary Sewer Root Control	4th year of a 5 year contract	$ 500,000.00	Syracuse, NY
DS Utilities	Sanitary Sewer Easement	Year 3 of a 4 year contract	$1,903,100.00	Little Mountain, SC
Waste Water Treatment Plant				
*CITI	Instrumentation & SCADA System Maintenance	4th year of a 5 year contract	$312,725.00	Charlotte, NC
*Superior Lawn & Maintenance	Grounds Maintenance for Metro WWTP and Lift Station	2nd year of 2 year initial award	$90,900.00	Prosperity, SC
Waste Management	Screenings, Grit and Sludge Hauling and Container Rental Services	6th year of a 7 year contract	$636,000.00	Elgin, SC
P&S Construction	Wet Well Cleaning	Year 5 of a 5 year contract	$427,095.00	Lexington, SC

Rogers & Callcott	Environmental Testing NPDES Aqueous Sample Matrix (Lab)	Year 5 of a 5 year contract	$50,565.31	Greenville, SC
Rogers & Callcott	Environmental Testing	Year 5 of a 5 year contract	$112,165.11	Greenville, SC
Information Technology				
MD Technologies, LLC	Voice & Cabling Service	Year 5 of a 5 year contract	$75,000.00	Columbia, SC
Economic Development				
Camoin 310	Lead Generation Consulting Services	3rd Year of a 5 year contract	$ 55,000.00	Saratoga, NY

Requests are for FY 20/21 funding only. Contracts in initial award period.

24. Ordinance No.: 2020-072 Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 23, Utilities and Engineering, Article V, Water and Sewer Rates, Sec. 23-144 Special water service fees (f) (Payment arrangement extension)

First reading approval was given on September 1, 2020.

25. Ordinance No.: 2020-078 Adopting the Commercial Revolving Loan Fund ("CRLF") Code, revised August 18, 2020

First reading approval was given on September 1, 2020.

26. Ordinance No.: 2020-079 Adopting the Revolving Loan Fund (RLF) Plan for CARES Act Revolving Loan Fund Supplemental Disaster Recovery and Resiliency Awards

First reading approval was given on September 1, 2020.

27. Ordinance No.: 2020-080 Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 2, Administration, Article III, Directors, Departments and Employees, Sec. 2-127 Director of municipal court/administrative municipal court judge; Chapter 13, Municipal Court, Sec. 13-2 Administrative municipal court judge and municipal court judges; add Sec. 13-6. Court administrator, and renumber sections

First reading approval was given on September 1, 2020.

ORDINANCES - FIRST READING

28. Ordinance No.: 2020-076 Repealing Ordinance No.: 2014-079 Granting an encroachment to Kenzil F. Summey and Alison Renee Lee for placement and maintenance of a steel Palmetto tree with concrete foundation within the sidewalk right of way area of the northern side of the 500 block of Lady Street adjacent to 1313 Pulaski Street, Richland County TMS #08912-04-01

    The property owner is removing a private art project; therefore, the encroachment is no longer needed.

29. Ordinance No.: 2020-090 Granting an encroachment to Richard Ladson and Jeanette Ladson for the use of the right of way area of the 700 block of Abelia Road for the installation and maintenance of a garden wall, landscaping, and irrigation adjacent to 701 Abelia Road and 3827 Devine Street, Richland County TMS#13808-10-11

PUBLIC HEARING & FIRST READING FOR ZONING / PLANNING MATTTERS

30. ANNEXATION AND ZONING MAP AMENDMENT for 166 Riding Grove Road(p); TMS# 28900-01-19(p)

    Ordinance No.: 2020-082 Annexing 166 Riding Grove Road, Richland County TMS #28900-01-19(p)

    Council District:4

    Proposal: Request to annex the property and assign zoning of Planned Unit Development - Residential District (PUD-R). The property is currently classified as Neighborhood (Medium Density) and zoned PDD by Richland County.

    Applicant: Woodcreek Development, LLC

    Staff Recommendation: Approval

    PC Recommendation: 07/13/2020; Approval (7-0)

31. ANNEXATION, COMPREHENSIVE PLAN MAP AMENDMENT, AND ZONING MAP AMENDMENT for 2125 Apple Valley Road; TMS# 07502-01-03

Ordinance No.: 2020-060 Annexing and Incorporating 2125 Apple Valley Road, Richland County TMS# 07503-01-03 into the Plan Columbia Land Use Plan Putting the Pieces Together adopted by Ordinance No.: 2015-014 on February 17, 2015

Council District: 1

Proposal: Request to annex, assign land use classification of Urban Edge Residential Large Lot (UER-2) and assign zoning of General Residential District (RG-1). The property is currently classified as Mixed Residential (High Density) and zoned RM-MD by Richland County.

Applicant: Marguerite W. Sanders

Staff Recommendation: Approval

PC Recommendation: 06/01/2020; Approval (6-0)

32. ANNEXATION AND ZONING MAP AMENDMENT for 906 Brantley Street; TMS# 07306-02-36

Ordinance No.: 2020-081 Annexing 906 Brantley Street, Richland County TMS #07306-02-36

Council District: 2

Proposal: Request to annex the property and assign zoning of Single Family Residential District (RS-1). The property is currently classified as Mixed Residential (High Density) and zoned RS-LD by Richland County.

Applicant: Maria S. Smith

Staff Recommendation: Approval

PC Recommendation: 07/13/2020; Approval (7-0)

33. ANNEXATION, COMPREHENSIVE PLAN MAP AMENDMENT, AND ZONING MAP AMENDMENT for 3801 Eureka Street; TMS# 13708-09-22

Ordinance No.: 2020-083 Annexing and Incorporating 3801 Eureka Street, Richland County TMS #13708-09-22 into Columbia Compass: Envision 2036 adopted by Ordinance No.: 2020-028 on August 4, 2020

Council District: 3

Proposal: Request to annex the property, assign land use classification of Urban Core Residential Small Lot (UCR-1) and assign zoning of Single Family Residential District (RS-3). The property is currently classified as Mixed Residential (High Density) and zoned RS-HD by Richland County.

Applicant: Kevin Patrick Pazdernik

Staff Recommendation: Approval

PC Recommendation: 08/03/2020; Approval (6-0)

34. ANNEXATION, COMPREHENSIVE PLAN MAP AMENDMENT, AND ZONING MAP AMENDMENT for 3834 and 3836 W. Beltline Blvd.; TMS# 11609-09-03

Ordinance No.: 2020-084 Annexing and Incorporating 3834 West Beltline Boulevard and 3836 West Beltline Boulevard, Richland County TMS #11609-09-03 into Columbia Compass: Envision 2036 adopted by Ordinance No.: 2020-028 on August 4, 2020

Council District:2

Proposal: Request to annex the property, assign land use classification of Community Activity Corridor (AC-2) and assign zoning of General Commercial District (C-3). The property is currently classified as Mixed Residential (High Density) and zoned GC by Richland County.

Applicant: Whit Investments, LLC

Staff Recommendation: Approval

PC Recommendation: 08/03/2020; Approval (6-0)

35. ANNEXATION, COMPREHENSIVE PLAN MAP AMENDMENT, AND ZONING MAP AMENDMENT for 18.1-acre portion of 300 Clemson Road; TMS# 25700-02-03(p)

Ordinance No.: 2020-085 Annexing and Incorporating an 18.1-acre portion of 300 Clemson Road, Richland County TMS #25700-02-03(p) into Columbia Compass: Envision 2036 adopted by Ordinance No.: 2020-028 on August 4, 2020

Council District: 4

Proposal: Request to annex the property, assign land use classification of Urban Edge Mixed Residential (UEMR) and assign zoning of General Residential District (RG-2). The property is currently classified as Mixed Use Corridor and Neighborhood (Medium Density) and zoned RU by Richland County.

Applicant: Lee Lorick Prina II, Trustee

Staff Recommendation: Approval

PC Recommendation: 08/03/2020; Approval (6-0)

36. Zoning Map Amendment for 1232 Whittaker Drive, TMS# 13909-09-02 **Updated**

Council District: 4

Proposal: Request to rezone the parcel from Single Family Residential District (RS-1) to Single Family Residential District (RS-2).

Applicant: Wade Carlisle, Wade Carlisle Construction, LLC

Staff Recommendation: Approval

PC Recommendation: 07/13/2020; Approval (6-1)

37. Zoning Map Amendment for 901, 903, 911, and 919 S. Edisto Avenue, TMS# 11211-06-17, 11211-06-18, 11211-06-19, and 11211-06-20 **Updated**

Council District: 3

Proposal: Request to rezone the parcel from Light Industrial District (M-1) to General Residential District (RG-2)

Applicant: Robert F. Fuller, Attorney/Stratus Property Group

Staff Recommendation: Denial

PC Recommendation: 07/13/2020; Approval (7-0)

38. Zoning Map Amendment for 1801 Assembly Street, TMS# 09015-15-04

Council District: 2

Proposal: Request to rezone the parcel from Office and Institutional District (C-1), -Design/Development District (-DD) to Central Area Commercial District (C-4), -Design/Development District (-DD).

Applicant: Andrew Rogerson, Garvin Design Group

Staff Recommendation: Approval

PC Recommendation: 08/03/2020; Approval (6-0)

39. Zoning Map & Text Amendment for 1601 Hampton Street, TMS# 11402-05-13

Ordinance No.: 2020-086 Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 17, Planning, Land Development and Zoning, Article V, Historic Preservation and Architectural Review, Division 4, Landmarks, Sec. 17-691 Buildings and sites list, (d), to add 1601 Hampton Street, Richland County TMS #11402-05-13

Council District: 2

Proposal: Request to rezone the parcel from Office and Institutional District (C-1), -Design/Development Area (-DD) to Office and Institutional District (C-1), -Design/Development Area (-DD), -Design and Preservation Area (-DP) and amend Chapter 17 - Article V, Division 4 - §17-691(d) to designate structure as a Group III Landmark.

Applicant: Kristen Washburn, Thomas Hamilton Title Services LLC

Staff Recommendation: Approval

PC Recommendation: 07/13/2020; Approval (7-0)

40. Zoning Map and Text Amendment for 2531 Gervais Street, TMS# 11411-09-11

Ordinance No.: 2020-089 Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 17, Planning, Land Development and Zoning, Article V, Historic Preservation and Architectural Review, Division 4, Landmarks, Sec. 17-691 Buildings and sites list, (d), to add 2531 Gervais Street, Richland County TMS# 11411-09-11

Council District: 2

Proposal: Request to rezone the parcel from Office and Institutional District (C-1) to Office and Institutional District (C-1), -Design and Preservation Area (-DP) and amend Chapter 17 - Article V, Division 4 - §17-691(d) to designate structure as a Group III Landmark.

Applicant: Heather Cairns, First and Third LLC

Staff Recommendation: Approval

PC Recommendation: 08/03/2020; Approval

APPOINTMENTS

41. Fire Advisory Committee

PUBLIC INPUT

CITY COUNCIL COMMITTEE REPORTS/REFERRALS

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
Street Paintings

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

Capital City Stadium

ADJOURNMENT

We Are Columbia

MEETING DATE: **September 15, 2020**

DEPARTMENT: **City Clerk**

FROM: ***Erika Hammond, City Clerk***

SUBJECT: **Council is asked to approve the May 12, 2020, June 2, 2020, and June 23, 2020 City Council Meeting Minutes.**

FUNDING SOURCE & ORIGINAL BUDGET:

FOCUS AREAS: **Innovative & High Quality Municipal Services**

ATTACHMENTS:

- MN_05_12_2020 (PDF)
- MN_06_02_2020 (PDF)
- MN_06_23_2020 (PDF)

COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, MAY 12, 2020

CALL TO ORDER

The Columbia City Council conducted a virtual meeting on Tuesday, May 12, 2020 using video conferencing technology. The Honorable Mayor Stephen K. Benjamin called the meeting to order at 2:13 p.m. and the following members of Council were present: The Honorable Sam Davis, The Honorable Howard E. Duvall, Jr., The Honorable Mayor Pro-Tempore Edward H. McDowell, Jr., The Honorable Daniel J. Rickenmann, and The Honorable William Brennan. The Honorable Tameika Isaac Devine joined at 3:06 p.m. Also present were Ms. Teresa Wilson, City Manager and Ms. Erika D. M. Hammond, City Clerk. This meeting was advertised in accordance with the South Carolina Freedom of Information Act. The minutes are numbered to coincide with the order of the meeting.

INVOCATION

The Honorable Mayor Pro Tem Edward H. McDowell, Jr. offered the invocation.

ADOPTION OF THE AGENDA

Upon a motion made by Mr. Davis and seconded by Mr. Duvall, Council voted unanimously to adopt the agenda as presented.

Ms. Teresa Wilson, City Manager said I want to acknowledge a note that Chief Holbrook shared with his officers reminding them that in 1963 President Kennedy designated this week as National Police Week. This Friday, May 15th is Peace Officers Memorial Day. It will not be celebrated in Washington, DC this year due to the COVID-19 pandemic. But you will see many of our officers on Friday wearing a badge to acknowledge those lost in the line of duty or fallen in service to their community.

CONSENT AGENDA ITEMS 1 THROUGH 6

Upon a single motion made by Mr. Duvall and seconded by Mr. Davis, Council voted unanimously to approve the **Consent Agenda Items 1** through **6**.

1. Council is asked to approve an Agreement to commit Residential Parking for the 1300 Assembly Street Redevelopment Project within the Lady Street Garage, as requested by Parking Services. Award to 1300 Assembly, LLC of Columbia, SC. – *Approved*

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Attachment: MN_05_12_2020 (6209 : Approval of Meeting Minutes)

2. Council is asked to approve an agreement for Project SS7497; Mill Creek Pump Station Miscellaneous Improvements, as requested by Columbia Water. Award to Weston & Sampson Engineers, Inc. in the amount of $294,115.00. The firm is located in Columbia, SC. – *Approved*

Funding Source: Water & Sewer Capital Projects (552999-SS749701-658650). The original budget amount is $294,115.00.

This is a Mentor Protégé Program Project. Weston & Sampson of Columbia, SC is the Mentor and will provide project management, technical engineering support, and bidding/award services at 72.8% ($214,115.00) of the contract value. Carper Civil Consulting, LLC, a Minority Business Enterprise (Woman) of Columbia, SC, is the Protégé and will assist with engineering design, management of sub consultant and permitting services at 20.4 % ($60,000.00) of the contract value.

The following sub-consultant will provide additional services:

Howard Engineering, Inc., a Minority Business Enterprise (Woman), of Marietta, SC will provide electrical engineering design at 6.8% ($20,000.00) of the contract value as a sub-consultant for Weston & Sampson (Mentor).

3. Council is asked to approve a Contract for Project WM4534; Water Main Repairs for Water Maintenance, as requested by Columbia Water. Award to North American Pipeline Management, Inc. in an amount not to exceed $345,906.00, which includes contingency. This firm is located in Greenville, SC. – *Approved*

Funding Source: Engineering Water System Improvements (5516220-WM453401-638500). The original budget amount is $476,077.80.

This is a Mentor Protégé Program project. North American Pipeline Management, Inc., a Minority Business Enterprise (Woman) of Greenville, SC, is the Mentor and will be performing water line repairs at 80% ($230,604.00) of the total contract value. Southern Roots Landscape Management, LLC of Columbia, SC is the Protégé and will be performing miscellaneous pipe work, trucking and restoration at 20% ($57,651.00) of the total contract value.

4. Council is asked to approve Contract Amendment #1 for Project WM4231, Canal Water Treatment Plant High Service Pump Improvements in Rooms 2 and 3, as requested by Columbia Water. Award to URS Corporation in an amount not to exceed $589,170.00 This firm is located in Columbia, SC. – *Approved*

Funding Source: Water & Sewer Capital Projects- Capital Project Cost- Engineering Services Canal WTP Improvements(5529999231-WM423101-658650). The original budgeted amount for this amendment is $589,170.00. The total revised contract amount is $2,620,985.00.

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This is a Mentor Protégé Program Project. URS Corporation (Mentor) will extend its existing construction administration and observation services at 73% ($430,540.00) of the requested amendment amount. The Protégé, DESA, Inc., a Minority Business Enterprise (Woman) of Columbia, SC will be providing construction administration and observation services at 2% ($12,630.00) of the requested amendment amount.

The following subcontractors will be providing additional services:

Howard Engineering, Minority Business Enterprise (Woman) of Marietta, SC will provide electrical and mechanical engineering, and construction observation services at 6% ($36,000.00) of the requested amendment amount.

Chao & Associates of Columbia, SC will provide structural engineering, and architectural construction observation services at 19% ($110,000.00) of the requested amendment amount.

5. Council is asked to approve Construction Change Order #3 for Project WM4231; Canal Water Treatment Plant Clearwell & High Services Pump Station Improvements Increase in Project Contingency, as requested by Columbia Water. Award to Adams Robinson Enterprise Inc. in the amount of $2,500,000.00. This firm is located in Dayton, OH. – *Approved*

Funding Source: Water & Sewer Capital Projects- Capital Project Cost- Engineering Services Canal WTP Improvements(5529999-WM423101-658650). The original budget amount for this change order is $2,500,000. This construction change order is for an increase of $2,500,000.00 to the original contingency amount of $750,000.00 for a total revised contingency of $3,250,000.00. The total revised contract amount is $46,831,000.

This Project had multiple program requirements and goals: Subcontracting Outreach Program Requirement (SOP) of 20%, Columbia Disadvantage Business Enterprise Program goal (CDBE) of 10%, and a Local Subcontracting requirement of 20%. When possible, the Prime will maintain these percentages throughout the duration of this project.

6. Ordinance No.: 2020-019 Granting an encroachment to 908-Scannell (Columbia), LLC for the use of right of way area of the 1300 block of Huger Street and 1300 block of Pulaski Street adjacent to 1101 Huger Street, 1300 Huger Street, 1310 Huger Street and 1320 Huger Street, Richland County TMS #09009-11-04 for sidewalks, driveways, landscaping and irrigation - *First reading approval was given on March 17, 2020 – Approved on second reading.*

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COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, MAY 12, 2020

ORDINANCES - FIRST READING

7. Ordinance No.: 2020-026 Authorizing the City Manager to execute a Lease Agreement between the City of Columbia and 701 Whaley/Olympia, LLC for lease of a portion of the Wayne Street right of way adjacent to 701 Whaley Street, portion of Richland County TMS#08913-12-01, 08913-12-08 and 08913-12-10 – *Approved on first reading.*

Upon a motion made by Mr. McDowell and seconded by Mr. Davis, Council voted unanimously to give first reading approval to Ordinance No.: 2020-026 Authorizing the City Manager to execute a Lease Agreement between the City of Columbia and 701 Whaley/Olympia, LLC for lease of a portion of the Wayne Street right of way adjacent to 701 Whaley Street, portion of Richland County TMS#08913-12-01, 08913-12-08 and 08913-12-10.

8. Ordinance No.: 2020-043 Authorizing the City Manager to execute a Thirteenth Amendment to Purchase Agreement between the City of Columbia and Bright-Meyers 2001 LLC for the sale of 5.97 +/-acres (Capital City Stadium), Richland County TMS #11204-02-02 – *Approved on first reading.*

Councilor Rickenmann asked for an update on the progress of the sale.

Ms. Teresa Wilson, City Manager said they were waiting for this amendment to be approved. We had given them the verbal acknowledgement to proceed with finalizing the deal.

Mayor Benjamin said the feedback I received was that those extra few weeks were very crucial to them getting their deal finalized. With the situation we are all in right now it was prudent to give them more time.

Upon a motion made by Mr. McDowell and seconded by Mr. Davis, Council voted unanimously to give first reading approval to Ordinance No.: 2020-043 Authorizing the City Manager to execute a Thirteenth Amendment to Purchase Agreement between the City of Columbia and Bright-Meyers 2001 LLC for the sale of 5.97 +/-acres (Capital City Stadium), Richland County TMS #11204-02-02.

ORDINANCE - SECOND READING

9. Ordinance No.: 2020-025 Consenting to the Inclusion of Property in a Multi-County Industrial/Business Park (604 Huger, LLC, Richland County TMS #08914-01-06, TMS #08914-01-07, TMS #08914-01-08, TMS #08914-01-09, and TMS #08914-01-10) - *First reading approval was given on March 17, 2020 – Approved on second reading.*

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Upon a motion made by Mr. Duvall and seconded by Mayor Benjamin, Council voted [6 to 1] to give second reading approval to Ordinance No.: 2020-025 Consenting to the Inclusion of Property in a Multi-County Industrial/Business Park (604 Huger, LLC, Richland County TMS #08914-01-06, TMS #08914-01-07, TMS #08914-01-08, TMS #08914-01-09, and TMS #08914-01-10). Mr. Rickenmann, Mr. McDowell, Mr. Duvall, Ms. Devine, Mr. Davis, and Mayor Benjamin voted aye. Mr. Brennan voted nay.

RESOLUTION

10. Resolution No.: R-2020-053 Authorizing the City Manager to execute a First Amendment to Ground Lease Agreement between the City of Columbia and ASH Bickley Road, LLC (727 Harden Street) – *Approved*

Upon a motion made by Mr. McDowell and seconded by Mr. Duvall, Council voted unanimously to approve Resolution No.: R-2020-053 Authorizing the City Manager to execute a First Amendment to Ground Lease Agreement between the City of Columbia and ASH Bickley Road, LLC (727 Harden Street).

PUBLIC HEARING

11. City of Columbia Five Year Consolidated Plan and Fiscal Year Annual Action Plan - Ms. Gloria Saeed, Community Development Director

Ms. Gloria Saeed, Community Development Director said the Five Year Consolidated Plan (ConPlan) is required by the U.S. Department of Housing and Urban Development (HUD). The ConPlan describes the jurisdictions of Community Development priorities and multi-year goals based on assessments of housing and community development needs and analysis of housing and economic market conditions. The City has partnered with Civitas to assist us with completing the Five Year Consolidated Plan and Fiscal Year Annual Action Plan.

Mr. Eric Chatham, President of Civitas said the ConPlan is a HUD required document as a stipulation for the City receiving funds from HUD each year. HUD requires that at least every five years the City takes a pause in HUD programs and reanalyzes the community needs. The Consolidated Plan also includes our Annual Action Plan (AP). The AP describes the specific planned uses for HUD programs and how the funds will be allocated for this upcoming 2020 program year. The ConPlan includes the following major components: needs assessment, housing market analysis, five-year strategic plan, and citizen participation. We hosted a series of public meetings throughout the community. Many of the Council members were able to attend some of the meetings in their jurisdictions. The allocation amounts for each program is based on a formula

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from HUD. The Community Development Block Grant (CDBG) is the oldest HUD program and has the widest eligible uses. The City often uses those funds for public facility improvements, sidewalks, parks, housing, non-residential building improvements, public services from outside agencies proving assistance to low-moderate income, and planning and administrative expenses. The Home Investment Partnership Program (HOME) is primarily dedicated to providing affordable housing throughout the community. Affordable housing must be dedicated for households at or below 80% of the area median income. The City often uses those funds to provide housing development subsidies for multi-family and single-family housing developments. The City has a home buyer assistance program, owner-occupied rehabilitation program, and in some cases also offers a portion of those funds for rental assistance eligible vouchers. The third program the City receives annually is referred to as the Housing Opportunities for Persons with AIDS (HOPWA). The program provides rental assistance and supportive services for persons in the region that have HIV or AIDS. Based on community feedback and conversations with staff we developed a list of these priority needs for the five-year period. These priorities are: expand and improve public infrastructure and facilities, preserve and develop affordable housing, public services and quality of life improvements, housing and supportive services for persons HIV/AIDS, and provide for economic opportunities within Columbia. For our 2020 Action Plan, the table displays the projects and allocations for the CDBG program. The administration can be up to 20% of the allocation. For public facilities and infrastructure, we included park improvement projects at Hyatt Park and TS Martin Park that will be approved in the 2020 program year. Housing programs are ongoing programs that have been long operated by the City, which include the Housing Rehab Operations, Maintenance Assistance Program, and City Lender/Down Payment Assistance Loan Program. Public services are often your outside agencies which provide supportive services for low-moderate income individuals and families as well as supportive services for persons with special needs like homeless, elderly, or disabled. Under Economic Development and the Office of Business Opportunities, we are funding for commercial redevelopment and job retention programs. For the HOME program, administration is capped at 10% of the annual allocation. The Community Housing Development Organization (CHDO) reserves are nonprofit affordable housing developers in the community which the City is required to allocate at least 15% of funds to those eligible organizations. The City will continue to allocate part of the funds for owner occupied rehab. The difference from the CDBG program is that the HOME program allows for substantial rehabilitation which might include a whole house renovation and not just emergencies. HOME funds will also be allocated for the City Lender Program and all other affordable housing development programs for both rental and home ownership. For the HOPWA program, the City will allocate the maximum 3% for administration. We have listed the ongoing partners that provide HOPWA services for clients throughout the region with these funds. We had surveys open for both the community at large and stakeholder organizations. The surveys were available for almost three months. We promoted them through the City's website, social media, and during community meetings around the City. We only

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received 50 responses from the community at large and 33 responses from community organizations and stakeholders. Creation of affordable housing and homebuyer assistance was the number one priority in the responses from the stakeholders, followed by public services, homeowner and rental housing rehabilitation, public facilities improvements, and economic development. The most important fact we consolidated is that 55% of the renters in the City of Columbia pay more than 30% of their income towards housing costs. They are considered housing cost burdened. When you have such a high rate of cost burdened renters, it becomes difficult for that portion of the City's population to be able to have discretionary funding for any kind of other expenditures. This limits their ability to advance to home ownership. I would concur with the stakeholders that affordable rental housing development and preservation of existing affordable rental housing in the community has to be one of the highest priorities. The HUD programs primarily benefit the low to moderate income (LMI) households. The map indicates the low to moderate income areas throughout the City. At least 51% of people living in this area have incomes at or below 80% of the area median. Columbia median income is $43,650, 80, the LMI in Columbia is approximately less than $34,920. The HUD programs do adjust for household size. We are currently presenting the public hearing and have conducted a 30-day public comment period. We are looking for your approval and we will then conclude and summarize all of the feedback. We will be ready to submit the plan to HUD for approval by Friday, May 15th. HUD has a 45-day review period and we anticipate having approval and access to funds around July 31, 2020.

Councilman Davis asked about the possible anticipated cuts to fund allocations for FY 2020.

Ms. Gloria Saeed, Community Development Director said the amounts that we are showing in terms of the HUD 2020 fund allocations are what has already been allocated for the City to receive this year. HUD is pretty consistent in their amounts. The amount has an increase from what was allocated to the City last year.

Councilor Brennan asked if funding for administration goes to City administration or if there is a third party that administers the use of the funds.

Ms. Gloria Saeed, Community Development Director said the funds are for City administration, including paying for the salaries of City staff.

Councilor Brennan asked if City Council has the discretion on how we decide to use these funds appropriately and effectively.

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Ms. Gloria Saeed, Community Development Director said we certainly were looking at programs to recommend for funding. We need to make sure they are in alignment with the priorities and goals set forth in the Consolidated Plan. City Council does have the discretion to make specific requests and decisions on how to direct funds as longs as they are still in line with the ConPlan.

Mr. Teresa Wilson, City Manager said the projects that were outlined in the presentation are the recommended projects. I want to make sure that is clear. They went through the committee process and review.

Ms. Gloria Saeed, Community Development Director said each year we go through the process where we hold meetings and put out the funds available for non-profits or groups to apply for. Normally, the process starts in the fall of each year. The applications are reviewed and vetted for completeness. The Citizens Advisory Committee assists in reviewing and making recommendations to Council for approval.

Councilor Rickenmann said it's very important that we move for some type of tax reform. If you look at the majority of cost that is generated in rent it comes from property taxes. Every one of those rental units are considered an investment property which is taxed at 6%. This continues to be a community burden which goes along with the studies we are going to see. This is another reason we need to look at a tax reform and figure out how we can become competitive because these same folks can go rent in another county and have a lot less rent and just commute into town. We need to keep folks in town and make it affordable. Unfortunately, this highlights the disadvantage that the tax structure has put on our City. I hope we can get to a point where we can level the playing field.

No one appeared in support of or in opposition to this matter.

Upon a motion made by Mr. Davis and seconded by Mayor Benjamin, Council voted unanimously to approve City of Columbia Five Year Consolidated Plan and Fiscal Year Annual Action Plan for submission to the Department of Housing and Urban Development.

CITY COUNCIL DISCUSSION / ACTION

12. COVID-19 Update - The Honorable Mayor Stephen K. Benjamin – *Received as information no action was taken*

    - *CARES Act Funding COVID-19 Relief Briefing - Ms. Gloria Saeed, Community Development Director*

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Ms. Gloria Saeed, Community Development Director said the City is in a position to receive additional funding for CDBG CARES Act. The overall CARES Act covered CDBG in the amount of $5 billion and the City of Columbia was awarded through the first round which consisted of $2 billion in CDBG-CV funding. The City will receive an additional $611,921. In addition, HOPWA funding has been awarded in the amount of $220,838. The funds must be used to either prevent, prepare for, or respond to the pandemic. Some eligible uses include buildings and improvements including public facilities, assistance to businesses including special economic development assistance, and provisions of new or quantifiable increased public services. Other eligible uses include planning, capacity building, and technical assistance. Some of the programs we are already funding with our regular CDBG programs assist the low to moderate population by providing medical services, rental assistance, and food share programs. There has always been a need for these programs but now with the COVID-19 crisis in our community there are going to be additional needs in those areas. We are also receiving HOPWA-CV funds and they can be used for housing payment assistance, specifically to assist those who are HIV/AIDS positive. We will be extending the deadline for survey submissions to get feedback from citizens and stakeholders on how to utilize the additional funding. As we move forward in preparation of what is going to be a substantial amendment, once HUD approves the ConPlan and action plan that we will submit on May 15, 2020, we would like in the meantime to prepare information to bring back to Council in relation to the programs we will be recommending through the substantial amendment. HUD has extended the date to submit the ConPlan and Action Plan to August 16, 2020. We have also received guidelines on some of the things that will be extended for the substantial amendment. In the past we have funded public service providers with the maximum cap of 15%. HUD has released that cap due to COVID-19. They also reduced the 30-day public comment period to a 5-day comment period and have suspended in-person public hearings. One of the things HUD has not waived at this point are the requirements related to fair housing, nondiscrimination, labor standards, and the environment. Those are some of the things they also have held in place with our CDBG-DR and CDBG Mitigation funding. We have a proposed timeline to work in conjunction with our submittal of the regular ConPlan and Action Plan. We have a deadline of May 15, 2020 to get them submitted. In the interim, we will prepare and conduct a survey to help determine needs and priorities for the CDBG-CV funds and HOPWA funds to have them available by May 26, 2020 for public comment. By June 30, 2020, our goal is to have our programs completed for CDBG-CV funding. We will post the public notice to allow for citizens' comments and then we will submit the substantial amendment to HUD for approval by July 15, 2020. HUD may take up to 45 days to review. We expect to hear back by August 30, 2020 and at that time be prepared to have those funds available.

Mayor Benjamin asked if we can use some of the funding for quarantine purposes for individuals who have tested positive for COVID-19 and do not have the opportunity to isolate at home.

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Ms. Gloria Saeed, Community Development Director said that is something that could prevent, prepare, or respond to the pandemic. We have to make sure whatever we propose we can tie it back to the Coronavirus pandemic itself, so that is a potential viable activity to fund. We do want to hear anything that you believe will be beneficial to the public so we can do our vetting to make sure it's going to meet the program requirements.

Ms. Teresa Wilson, City Manager asked if we are able to go down that path and implement something in that regard before submitting the substantial amendment and still expect to be able to apply the funding towards it.

Ms. Gloria Saeed, Community Development Director said let me double check on that. The key is that we have adequate documentation for the desired programs in order to make sure we can get reimbursed.

- *Guidelines for Greenways and Open Spaces - Mr. Henry Simons, Assistant City Manager for Operations*

Ms. Teresa Wilson, City Manager said we are not proposing to make any changes to the closure of our park facilities. I am not at the point to make a recommendation to open any amenities. If any tennis courts are open, they should not have been because the facilities are still closed per your ordinance. My main concern is sustaining a healthy workforce. The City is a public service delivery agency and our biggest ability to do that is with a healthy staff. There has to be a balance of what is absolutely necessary and when it is necessary. Our preparedness level for reopening is well underway. I think we have done a good job in maintaining the health of our staff. It is also a consistency thing because there are sports other than tennis. Every community has something they are excited about wanting to do. I understand there may be desires you are hearing in the community. This is why we have tried to be flexible about greenspaces and having a soft enforcement on their use.

Mr. Henry Simons, Assistant City Manager for Operations said our park facilities and amenities remain closed at this time. This decision was made out of an abundance of caution and to protect our team members and citizens. However, we would like to encourage citizens to utilize our greenways and open spaces for walking, jogging, and exercise. It is important to note that we are asking citizens not to engage in any other athletic activities or sports on greenways and other open spaces. We desire for our citizens to enjoy the greenspaces safely and we ask that they follow our guidelines. We are asking our citizens to avoid gatherings of three or more at all times. We will be sensitive of families of three or more people. We would rather citizens to utilize our greenways and open spaces in the morning so we can manage the traffic. We are also asking citizens to follow the CDC guidelines regarding personal hygiene and social distancing. If a citizen is exhibiting

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symptoms do not visit our greenways or open spaces. People with COVID-19 may not exhibit symptoms so it's important to practice all guidelines.
Councilor Davis asked if the walking trails around neighborhood parks are part of the greenway and open spaces reopening phase.

Mr. Henry Simons, Assistant City Manager for Operations said yes that is correct, you can use the walking trails with social distance.

Councilor Rickenmann said tennis courts are not supervised by staff and they are social distance capable. In Cayce, they were utilizing them and they had the social distancing signs. I don't understand why tennis courts are different than an open space or walking trail. For the most part, it is a one-on-one sport and no staff is exposed. I would like us to reconsider that.

Ms. Teresa Wilson, City Manager said our staff is manning those facilities that have tennis courts. I think it will be inconsistent with other decisions. As you know, Greenview Park has a very active tennis community. We will have to bring back staff just for tennis. The facilities are still closed. Our staff helps to maintain the Columbia Tennis Center. I don't want to put you in the position of picking and choosing what is meaningful to our public who finds different things that are meaningful to them. We have to be careful when we go down that path. I personally do not recommend that yet.

Mayor Benjamin said we are in an odd place right now. We have a number of our citizens that are eager to return to normal life as much as possible. We hoped that this would have happened after a deceleration of cases. We are not there in terms of the articulated steps by public health officials. We continue to act in the interest of the people of Columbia. We are taking different steps based on our community, not other communities, who are taking different steps based on different metrics. We have to talk about how we prepare our staff to return at the appropriate time. In the absence of some formal consistent standards, we have to make consistent determinations of our priorities and steps we are taking. I prefer the former and not the latter. I think we have to keep our eyes on public health. I'd rather be overly cautious than not cautious enough.

Councilor Devine said my concern is about enforcement. I think we are going to see more confusion considering the Governor's order and his discussion of opening pools, greenspaces, and other things. What does this mean as far as our staff and putting them in a position to enforce and making sure they are protected. We have seen in other areas where people have tried to enforce things like masks and social distancing where it has put people in harm's way. I do feel like tennis is a sport that lends itself to social distancing but I do see where we need to be consistent with all of our facilities. I would be concerned if we say we are opening up, you may have some places where it will be hard to enforce social distancing. We have to be careful as we ease back in. We

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know people are eager and we need to have a consistent message and back up our concerns with data. I do want us to address enforcement especially when it comes to our staff enforcing the regulations.

Ms. Teresa Wilson, City Manager said I have to think about the different repercussions for when and how we do things. We will have to enforce heavily if we open up things in mass. We can ease our way into things and do it in a measured way that will allow us to not have to have so much enforcement. I have not heard any complaints from our park rangers after the greenspaces reopening. We certainly have to be more clear in what is open, what can be used, and the guidelines citizens have to follow. Our rangers will be enforcing and CPD will be monitoring.

Mayor Benjamin said enforcing things that we shouldn't have to enforce are not in the responsibilities of our park staff, they are there to administer and serve our citizens when actively using park spaces. I also don't think it should be the fire marshals or police officers jobs to handle the spacing of individuals outside of businesses. We are doing our best to help with social distancing but we have to make sure we keep our staff safe and healthy. We have to make sure that we continue to be clear in the rules and that they are articulated properly. If we see some type of egregious flouting of those rules, then we need to be prepared to respond however we need to keeping an eye on the issues of equity and consistency. Social distancing is not a criminal offense, while it is a public health issue. We are not in the business of penalizing people for recreating. We are going to have to work with the Sheriff and county to ensure folks who are participating in activities are being careful. The spread of the virus is very real despite what sport. We are going to have to listen to staff's feedback and give some guidance on what the markers are and how we continue to meet the overall needs. We have to keep the communication lines open. I am not comfortable with the data that we are seeing and we are going to have to see changes before we change course. The one piece of data that I hoped we were able to count on was the 14-day deceleration of cases. We are going to have to start determining what other standards we can rely on.

EMERGENCY ORDINANCE

13. Ordinance No.: 2020-048 Emergency Order to Extend the Temporary Closing of all Public Parks and Facilities to Protect the Health, Safety and Welfare of our Residents and Visitors

Ms. Teresa Wilson, City Manager said this approval will extend the ordinance you previously approved. The change includes is the reopening guidelines for greenways and open spaces. We will widely communicate that they are open to the public. We will be specific about what that means, the locations, and the guidelines the public needs to follow.

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Mayor Benjamin asked what is the time extension of the ordinance. We need to revisit that before the ordinance expires.

Ms. Teresa Knox, City Attorney said the extension is for 60 days.

Upon a motion made by Mayor Benjamin and seconded by Mr. Duvall, Council voted unanimously to approve Ordinance No.: 2020-048 Emergency Order to Extend the Temporary Closing of all Public Parks and Facilities to Protect the Health, Safety and Welfare of our Residents and Visitors.

FISCAL YEAR 2020/2021 BUDGET WORKSHOP

14. Fiscal Year 2020/2021 Proposed Budget - Ms. Missy Caughman, Budget & Program Management Director – *Received as information no action was taken*

Ms. Missy Caughman, Budget & Program Management Director said we are proposing the FY 2020/2021 budget. COVID-19 has financially impacted specific revenue streams. We have limited information that is generally used for forecasting revenues. Revenues that fluctuate based on economic drivers are anticipated to have the most impact. Business licenses being one of them on the general fund. The impact of COVID-19 in terms of severity and length of time are not known. We do anticipate impacts in our budgets for at least the two foreseeable fiscal years. The area that we think will see the most impact is business licenses. The revenues coming in this year are based on prior year activity so we are not seeing an impact on those other than the delay of those revenues coming in. Right now business licenses make up 28% of the general fund revenue streams. Other revenue streams that will be impacted are some of our user fees, in particular Parks and Recreation. We are also forecasting a reduction to the transfer from the hospitality tax. Other possible revenue streams that can be impacted are court fines, indirect property tax collections like our LOST revenues and delayed collections and payments. We anticipate a reduction in street parking meters since we are not collecting fees right now. Also as events are cancelled event parking will be reduced and two parking garages can potentially be impacted as well. Special revenue is where we certainly expect some significant impact both in hospitality tax and in particular accommodations tax with the decrease in occupancy rates in hotels now and in the foreseeable future. With the water and sewer fund and stromwater fund, we do not see as much as an impact in terms of our regular collections. There could be some impact in regards to ability to pay. As these revenues are impacted it will have impacts on the budget because our budgets are shaped by what we project in our revenues streams in order to have a balance budget. We do anticipate that as we have reduced revenues we will have reduced operating budgets. For our proposed FY 20/21 budget, we used our FY 18/19 actuals as our recommended budget to at least start this upcoming fiscal year. We do anticipate amending the budget later in the year. As we compare the budget proposed for next year,

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it shows a $24 million reduction from the current year. Our proposed budget at this point for FY 20/21 is $138,339,841, a reduction of 14.5% based on the current year amended budget. Our main goal continues to be to maintain existing service levels where possible but recognizing that some of our programs might have to be suspended. We will continue our public safety recruitment and retention efforts. Even though we are proposing the FY 18/19 actuals, we will have to work with our departments to revise their budgets. The budget you see today is not reflective of the departments' requests and does not show any actual allocations for each of our departments. This is a balanced budget that allow us to meet our requirements of passing a budget by June 30th. The proposed operating budget for water and sewer is $168,682,431, a 1.3% decrease from the current year amended budget. We are forecasting no rate increase for the upcoming year. The budget does include a $40 million capital improvement program. While that is a reduction from current years, we do anticipate it will meet the deliverables of the EPA Consent Decree with an adjusted time frame. The capital improvement program funds reflect $15 million for water improvements and $25 million for wastewater improvements. The departments' budgets are proposed at $99,937,452, making up about 50% of the operating budget. These budgets are reflective of what the departments submitted. With the water and sewer funds we are utilizing more technology to deliver services. We are seeing the advantage of that more so now in our current situation. The budget does reflect the continuation of the AMI project and more online opportunities to interact with customers. The debt service is reflected at $41,946,034, that is about 25% of the operating budget. About 43% of the water capital improvement program is for our water plant improvements and the rest is for water quality and utility relocation. Wastewater capital improvement program funds include 35% for rehabilitation and 34% for program management. Also funded are capacity improvement projects and utility relocations. Our stormwater fund is proposed at $14,023,299. The budget reflects a $20 million capital improvement program for next year. The stormwater budget funds include 23% for Engineering and 30% for Public Works which includes operating costs. Public Works is inclusive of those services that provide support and maintenance of our stormwater system. Parking funds will see impacts on revenue due to COVID-19. The parking budget is proposed at $7,727,250, a decrease of about 3%. The majority of our revenues come from street meters. The department budget reflects FY 18/19 actual expenditures and are not based on the requested FY 20/21 budgets. Debt service makes up $2,711,776 of the parking fund, about 35% of the total budget. Hospitality tax is anticipated to be the most impacted area. The proposed budget is $7,165,777, a reduction of $4.1 million or 36.9%. The hospitality tax budget reflects a debt service of $3,041,795. We have reflected a reduction in the transfer to the general fund of $925,000. This leaves us with about $1.3 million for allocations. We will work with City Council on making adjustments as we proceed. The accommodations tax budget was also significantly impacted. The proposed budget is $1,472,056, a reduction of $1.2 million or 46% from the current year. For both hospitality tax and accommodations tax, we will continue to monitor revenues and are prepared to amend the budget accordingly. We are seeking to set budget levels at amounts that are realistic in an effort to set expectations for funding limitations, especially for external groups

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that rely on these funding streams for operations. The budget is based on state law allocations. The first allocation being the reflection of the transfer to the general fund. We allocate 5% of the remaining amount for general purpose types of activities. We are proposing to move forward with the budget as presented today. We will advertise the budget in Monday's *The State* newspaper. We will have our public hearing and first reading on June 2nd and then second reading on June 16th. That will eliminate the need for any special called meetings in June.

Mayor Benjamin asked if there have been communications with any of the recipients of the hospitality tax and the committee as we look at proposed distribution cuts.

Ms. Teresa Wilson, City Manager said yes we have talked to the committee through the committee chair and they received the letter you all directed us to draft. We have not had conversations with the line item agencies.

Ms. Missy Caughman, Budget & Program Management Director said we have spoken with the Hospitality Tax Committee to ask for some input on how they see collections. They have been informed that the committee allocations have been suspended until we know more information. They were asking for time to be able to focus on their own business operations. We have not had any further conversations with them. We have not heard back from many of the organizations yet to know whether they will continue to have their events. We can work through the applications to see which ones are still anticipating to move forward or the ones that have been cancelled altogether.

Councilor Duvall said we need to be strategic with our distributions this year to continue to find organizations that use the hospitality tax as a major part of their funding source. We have to realize that is going to be a big hit on a lot of these organizations. I think it is up to the Council to make wise choices as to which organizations get the capability from the hospitality tax to help the other organizations during this period of maybe a year or two. I have sent Council some proposals on the possible allocations.

Mayor Benjamin said there has to be a greater amount of dialogue with our organizations that provide the arts and cultural infrastructure of the City. We have to make sure we take care of the critical infrastructure of the City. I want to take a look at the transfer of the general fund and what remains to be allocated. I recommend we spend some time engaging with our philanthropical organizations that we hope will be willing to invest in Columbia. We need to start looking at other ways to keep supporting the arts and cultural infrastructure. We have to dig a little deeper into this with it being a difficult and unrecoverable loss for some of the organizations.

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Councilor Devine said we don't know what is going to happen with our revenue. Do we see any glaring areas where we will need to pay attention to as it relates to staffing levels in the next coming months?

Ms. Teresa Wilson, City Manager said there is nothing glaring at this time. I've been public in my position about looking at programmatic things that can certainly still allow the type of entity we are, to continue to do our job. There may be things we may have to hold before I get into reducing staff. We appreciate your support in always being flexible and helping us put this budget together.

Mayor Benjamin said let's see how we can curate public discussion in a way that can be illuminating for us. Events that may bring revenue also have expenses and some bring no revenue. Maybe there are ways in which these partners that rely on hospitality tax might be able to look at staff recommended numbers to find ways to stick around those perimeters. We can take their input going forward and see how helpful the discussions are.

Councilor Davis said I have looked at staff recommendations and I am impressed with their approach and how they looked at the anticipated impact. We have to keep law enforcement and first responders moving regardless of other distractions. We have to be able to use technology to our advantage so we can become a lot stronger and smarter moving forward.

Mr. Jeffery Palen, Assistant City Manager and Chief Financial Officer said we will be reviewing the forecast as we start to get actuals. One of the areas that will have the greatest impact will be the hospitality tax. The numbers presented today are decreases from prior years but as the economy starts back with summer activities there is potential for changes. A decade ago, we also had some budget issues but we came back later on in the year when we recognized additional revenues. There may not be funding today but we may be able to relook at that in some months.

RESOLUTION

15. Resolution No.: R-2020-056 Urging the United States Congress to Implement an Emergency Rental Assistance Program for Citizens Impacted by COVID-19 - *Approved*

Councilor Devine said this was a request from the Trade Organization of Apartment Complexes. We recognize that there were a lot of folks affected by COVID-19, but we want to make sure that people don't take advantage of programs that are in place for people who are struggling. This is a resolution for us to ask Congress to make sure there are parameters to the assistance that may get passed.

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Upon a motion made by Ms. Devine and seconded by Mr. Duvall, Council voted unanimously to approve Resolution No.: R-2020-056 Urging the United States Congress to Implement an Emergency Rental Assistance Program for Citizens Impacted by COVID-19.

CITY COUNCIL COMMITTEE REPORTS/REFERRALS

No committee reports or referrals were made at this time.

PUBLIC COMMENT

Voice message from Mr. Christopher Goodman, Columbia Resident said this is about the bike petition that we've been circulating. We see a real opportunity in this time of reduced travel with COVID-19 to advance the Walk Bike Plan. I know there are projects that have been considered over the years. We have watched as other neighboring cities like Charlotte and Greenville have taken the time to do some simple demonstration projects. Our petition that many of you have seen has twelve hundred signatures. I definitely hear a lot of positive responses. I think there is a real opportunity here, especially hearing the discussion you had about green spaces and those safe ways that we can be outside. This is also a safe way to start thinking differently about public spaces and our community. This is just part of an ongoing conversation that we will continue to have.

Ms. Teresa Wilson, City Manager said I am aware of the petition being circulated. Mr. Brennan and Ms. Devine have taken some leadership in asking staff to look at a demonstration project. We are reviewing the infrastructure and possible location. We had one meeting and we should be having another meeting in the next week to look at those recommendations. At least one demonstration project will move forward.

EXECUTIVE SESSION

Upon a motion made by Mr. Duvall and seconded by Mr. Rickenmann, Council voted unanimously to enter into Executive Session at 4:56 p.m. for the discussion of **Items 16** through **18** as presented.

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

Legal advice pertaining to COVID-19
Columbia Housing Authority
Municipal Court
Development Corporations
Shared Micromobility

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COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, MAY 12, 2020

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

    W&S Letter of Credit, SMBC

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

    Municipal Court

ADJOURNMENT

Council voted unanimously to adjourn the meeting at 6:44 p.m.

Respectfully submitted by:

Erika D. M. Hammond, CMC
City Clerk

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COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, JUNE 2, 2020

CALL TO ORDER

The Columbia City Council conducted a virtual meeting on Tuesday, June 2, 2020 using video conferencing technology. The Honorable Mayor Stephen K. Benjamin called the meeting to order at 2:19 p.m. and the following members of Council were present: The Honorable Sam Davis, The Honorable Tameika Isaac Devine, The Honorable Howard E. Duvall, Jr., The Honorable Mayor Pro-Tempore Edward H. McDowell, Jr., The Honorable Daniel J. Rickenmann, and The Honorable William Brennan. Also present were Ms. Teresa Wilson, City Manager and Ms. Erika D. M. Hammond, City Clerk. This meeting was advertised in accordance with the South Carolina Freedom of Information Act.

INVOCATION

The Honorable Mayor Pro Tem Edward H. McDowell, Jr. offered the invocation.

Mayor Benjamin said we had a wonderful Day of Mourning and Lament. We spent time with religious leaders and mourned all the lives lost by the Coronavirus. It seems everything has been happening so fast. People have had to recover in isolation, people are losing jobs and opportunities to prosper, and we have not taken the time to process these difficult times. We had a wonderful convening of Abrahamic religions. Thank you all and Reverend McDowell for participating.

ADOPTION OF THE AGENDA

Upon a motion made by Mr. Duvall and seconded by Mr. Davis, Council voted unanimously to amend the agenda to add the consideration of the Richland-Lexington Airport District Commission appointment and the Affordable Housing Task Force appointments.

APPROVAL OF MINUTES

1. Council is asked to approve the March 17, 2020, March 20, 2020, and March 26, 2020 City Council Meeting Minutes.

Upon a motion made by Mr. McDowell and seconded by Mr. Rickenmann, Council voted unanimously to approve the March 17, 2020, March 20, 2020, and March 26, 2020 City Council Meeting Minutes.

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CITY COUNCIL DISCUSSION / ACTION

2. COVID-19 Update - The Honorable Mayor Stephen K. Benjamin

Ms. Teresa Wilson, City Manager said we have continued to push out activities for the Business Task Force. Staff has been working on testing options with some of our external partners. Our operations continue to be the same. We have remained open and working, but in a different manner. We have not opened Washington Square. The public should continue to do their business online for the immediate future.

Mayor Benjamin said we have been seeing significant testing across the state. We have seen great coordination between agencies. We need our resources to focus on the needs of the low income corners of the City. I have been pleased with the coordination between DHEC, Prisma Health, MUSC, and several of our private sector partners. We have received high rates of negative cases in the most vulnerable parts of the City, particularly our senior living facilities. We can't let the overall cloud of the pandemic not let us see the silver lining.

Ms. Kay Hampton, Deputy Director of Economic Development said we prepared a testing strategy for the City of Columbia. We focused the strategy on our high risk population, which includes: housing facilities, prisons and jails, group homes, and targeted low income areas. DHEC is currently doing the testing on all of our senior housing. We have seen a majority of negative cases in those areas. Since we are a City and we have many people coming in, we want to make sure our corporate businesses also have these testing opportunities. MUSC is a potential partner for those companies. They can be contracted out for nine hours of testing and if the business is located in a high risk area the service can potentially be done at no cost. We have three major testing sites right now. Kroger Health was at the fairgrounds and finished up testing on May 31, 2020. They administered 1,940 tests in seven days and they are now working to add an additional six days of testing at that same location. Walmart on Garners Ferry will be administering tests every Monday, Wednesday, and Friday from 7 a.m. to 9 p.m. On June 19th and 20th, DHEC and Prisma Health will be located at Benedict College for testing from 10 a.m. to 3 p.m. The testing site will be to the side of the stadium with the entrance on Two Notch Road. There is a potential partnership through MUSC who has a partnered with Doctor's Care for testing. They provide their own logistical set up but traffic control would be needed. They need one week's notice to set up a mobile site. MUSC uses nasopharyngeal swab testing which has 5-15% more sensitivity than the commonly used nasal swab. They will also have the capability to do antibody testing in July at no cost to the City for high risk areas. Testing can be provided at sites determined by City Council and City staff. Any larger business that wishes to have testing provided for their employees can contract with MUSC and receive nine hours of testing or larger businesses can utilize the City's locations. Our next

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steps will be to determine where testing sites will be located. I recommend looking at the city health dashboard for demographics and using the following criteria: obesity, income inequalities, diabetes, and high blood pressure. We also need to determine a testing schedule. We recommend a staggering schedule and we also need to prepare for testing to continue through the winter.

Councilor Brennan asked how are we communicating with small businesses and the hospitality industry that there is this outlet for them to use.

Ms. Kay Hampton, Deputy Director of Economic Development said we went through business associations and our contacts. We will be seeking the help of our Public Relations Department to push out the information. It is also on our Resilient Columbia website as a link to DHEC where it shows the testing sites locations. I recommend for us to work with churches, rotaries, business associations, and non-profit organizations to help push the information out to them and their contacts.

Councilor Brennan asked when will the testing results be available.

Ms. Kay Hampton, Deputy Director of Economic Development said most of the tests have results within 48 to 72 hours and others can be faster.

Councilor McDowell asked what is meant by high risk areas.

Ms. Kay Hampton, Deputy Director of Economic Development said high risk criteria for COVID-19 include diabetes, high blood pressure, obesity, and income inequalities. In the mobile sites, if you don't have insurance the test is free but if you have insurance they will use your insurance information.

Mayor Benjamin said this initiative has helped cover all four districts of the City and the communities that need it the most. We need to share this with the Legislative Delegation in the Statehouse within the next month to show how we are dispensing the $1.9 million and to make sure they are fully aware of the work the City is doing.

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FISCAL YEAR 2020/2021 BUDGET WORKSHOP

3. Fiscal Year 2020/2021 Proposed Budget - Ms. Missy Caughman, Budget & Program Management Director

Ms. Missy Caughman, Budget & Program Management Director said we have the public hearing presentation today including a budget revision motion based on what was discussed in our previous budget workshop. This is for the reduction in the transfer from the hospitality tax to the general fund. The budget was advertised with a transfer of $2.7 million and we have revised that to further reduce the transfer by an addition $1.2 million. We will need to make a motion to revise the budget. We still have budget decisions that need consideration when Council is ready, including: county services, homeless services, Fast Forward funding from the general fund, committee allocations, line item agencies, River Alliance contract funded partially by the general fund, Historic Columbia, One Columbia, and the accommodations tax general purpose (5%) funds which fund Together We Can Read and the other portion of One Columbia. Staff is prepared to assist City Council with any information you all might need to make these decisions.

Mayor Benjamin said we will have an opportunity to discuss this topic. I feel very strongly about the different hospitality associations. The City Center Partnership should be treated the same as the other organizations and not see the deep cuts that have been proposed. I also want to see some type of funding for the North Columbia Business Association.

CONSENT AGENDA ITEMS 4 THROUGH 28

Upon a single motion made by Mr. Duvall and seconded by Mr. Rickenmann, Council voted unanimously to approve **Consent Agenda Items 4** through **28**.

4. Council is asked to approve renewal of Coban Data Video Mobile Service (DVMS) Solution Maintenance, as requested by the Columbia Police Department. Award to COBAN Technologies, using the SC State Contract in the amount of $151,716.10. This vendor is located in Houston, TX. – *Approved*

   Funding Source: Police Administrative Services - Maintenance & Service Contract: 1012402-638200. The original budgeted amount $152,000.00.

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5. Council is asked to approve the Purchase of the 2nd Annual Subscription for the Gun Fire Alert and Analysis Service, as requested by the Columbia Police Department. Award to ShotSpotter, Inc., as a Sole Source in the amount of $390,000.00. This vendor is located in Newark, CA. This is year two of the three-year subscription. – *Approved*

   Funding Source: Police Administrative Services (1012402-638200). The original budget amount is $390,000.00.

6. Council is asked to approve the purchase of three Nissan Rogues for Water Customer Care, as requested by the Fleet Services Division to replace high mileage department vehicles. Award to Hudson Charleston Nissan, using the SC State Contract in the amount of $58,056.00. This vendor is located in Charleston, SC. – *Approved*

   Funding Source: Customer Service - Auto, Trucks, Hvy Equip-Capital;5511407-658500. The original budgeted amount is $58,056.00

7. Council is asked to approve the purchase of CIPP Liner Total Equipment System & Enclosed Trailer for the Wastewater Maintenance Division, as requested by Columbia Water. Award to Schwalm USA, LLC, using the HGACBuy Cooperative Contract in the amount of $145,875.60. This vendor is located in Greenville, SC. – *Approved*

   Funding Source: Utilities Wastewater Maintenance - Machinery & Equipment-Capital (5516205-658300). The original budgeted amount is $120,500.00 and additional funding in the amount of $25,375.60 will come from (5516205-638305).

8. Council is asked to approve the purchase of a Dump Truck for the Street Division, as requested by the Fleet Services Division. Award to Shealys Incorporated, using the SC State Contract, in the amount of $160,661.00 This vendor is located in Columbia, SC. – *Approved*

   Funding Source: Streets – Storm Drains - Auto, Trucks, Hwy Equip - Capital (5534203-658500). The original budgeted amount is $160,661.00.

9. Council is asked to approve the Capital Replacement Vehicle Purchases, as requested by the Fleet Services Division. Award to various vendors listed in the chart for a total amount of $811,691.19. – *Approved*

   Funding Source: Capital Replacement-Auto, Trucks, Hwy Equip - Capital;6308972-658500. The original budgeted amount is $811,691.19.

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Capital Replacement Vehicle Purchase Requests	Vendor	Location	Total Amount
Refuse Truck for Parks and Recreation	Carolina International Trucks, Inc.	Columbia, SC	$91,324.00
Four Dump Trucks with 16ft. Refuse Collection Body for Solid Waste	Carolina International Trucks, Inc.	Columbia, SC	$365,296.00
2020 Isuzu 10 Yard Refuse Truck for Solid Waste	Shealy Truck Center	Columbia, SC	$141,114.26
Four Chevrolet Malibus for Parks and Recreation	Love Chevrolet	Columbia, SC	$72,712.00
Two Ford Expeditions and one Ford F150 for Columbia Fire Department	Vic Bailey Ford	Spartanburg, SC	$141,244.93

10. Council is asked to approve SCDOT Memorandum of Agreement 39-20 for In-Contract Utility Relocation SCDOT Project ID P029208; City of Columbia waterline relocation due to the construction and improvements along a segment of I-26, as requested by Columbia Water. SCDOT will bear all cost related to the project. – *Approved*

11. Council is asked to approve Contract Amendment #2 for Project WM3923, Earlewood Water Distribution Infrastructure Improvements, as requested by Columbia Water. Award to Hussey Gay Bell in the amount of $50,000.00. This firm is located in Columbia, SC. – *Approved*

Funding Source: Water & Sewer Capital Projects (5529999-WM392301-658650). The original budgeted amount for this amendment is $50,000.00. The total revised contract amount is $850,000.00.

This Amendment extends the term of the contract from June 30, 2020 to December 31, 2020, and increases funding by $50,000.00. Hussey Gay Bell, will continue to provide construction overview and observation services for an additional six (6) month period at 100% ($50,000.00) of the requested amendment amount.

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12. Council is asked to approve a Contract for Project WM4520; Genstar Ground Storage Tank Demolition, as requested by Columbia Water. Award to Complete Demolition Services, LLC in an amount not to exceed $169,200.00 which includes contingency. This firm is located in Carrollton, GA. – *Approved*

    Funding Source: Utilities Lake Murray Water Plant (5516207-WM452001-638500). The original budget amount for this project was $150,000.00. The additional funding will be coming from Utilities Lake Murray Water Plant Equipment Repair/Service (5516207-631800) and Utilities Lake Murray Water Plant Raw Water (5516207-637500).

13. Council is asked to approve a Contract for Project SS7323; Food Lion Pump Station Demolition and Sanitary Sewer Installation Services at West Beltline Boulevard and Brookland Circle, as requested by Columbia Water. Award to Corley Construction Company, LLC in an amount not to exceed $1,879,633.80 which includes contingency. This firm is located in Columbia, SC. – *Approved*

    Funding Source: Water and Sewer Capital Projects (5529999-SS732301-658650). The original budgeted amount for this project was $1,894,614.34.

    This is both a Local Business Enterprise (LBE) and a Columbia Disadvantaged Business Enterprise (CDBE) project with a 17% CDBE goal that was met at 17% ($290,488.86) of the total contract value. Corley Construction Company, LLC, the prime contractor, is a MBE located in Columbia, SC. The prime contractor will be providing demolition services as well as sanitary sewer line installation services at 83% ($1,418,269.14) of the total contract value.

    The following subcontractors/suppliers will be performing additional services/supplies:

    CL Construction Company, a MBE and CDBE located in Columbia, SC, will be providing asphalt, concrete and flowable fill at 17% ($290,488.86) of the total contract value.

14. Ordinance No.: 2020-033 Granting an encroachment to Patrick Keegan for the use of the right of way area of the 2600 block of Monroe Street for the installation and maintenance of a brick retaining wall adjacent to 2608 Monroe Street and 130 King Street, Richland County TMS#11314-01-01 - *First reading approval was given on May 19, 2020 - Approved of second reading.*

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15. ANNEXATION, INTERIM COMPREHENSIVE PLAN MAP AMENDMENT, AND INTERIM ZONING MAP AMENDMENT for 215 Bush River Road; TMS# 07308-01-07 – *Approved on second reading.*

Ordinance No.: 2020-047 Annexing 215 Bush River Road, Richland County TMS# 07308-01-07 - *First reading approval was given on May 19, 2020 - Approved of second reading.*

Council District:	2
Proposal:	Request to annex, assign interim land use classification of Urban Core Regional Activity Center (UCAC-3) and assign interim zoning of General Commercial District (C-3). The property is currently classified as Mixed Residential (High Density) and zoned General Commercial (GC) by Richland County.
Applicant:	Boozer Shopping Center, Inc.
Staff Recommendation:	Approval
PC Recommendation:	05/04/2020: Annex, Assign Interim Land Use & Interim Zoning

16. ANNEXATION, COMPREHENSIVE PLAN MAP AMENDMENT, AND ZONING MAP AMENDMENT for 151 Clemson Road; TMS# 25705-07-27 – *Approved on second reading.*

Ordinance No.: 2020-018 Annexing and Incorporating 151 Clemson Road, Richland County TMS#25705-07-27 into the Plan Columbia Land Use Plan Putting the Pieces Together adopted by Ordinance No.: 2015-014 on February 17, 2015 - *First reading approval was given on May 19, 2020 - Approved of second reading.*

Council District:	4
Proposal:	Request to annex, assign land use classification of Regional Activity Corridor (AC-3) and assign zoning of General Commercial District (C-3). The property is currently classified as Mixed Use Corridor and zoned GC by Richland County.
Applicant:	Sumo Japanese Steakhouse, Inc.
Staff Recommendation:	Approval

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PC Recommendation: 01/06/2020; Approval (7-0)

17. ANNEXATION, COMPREHENSIVE PLAN MAP AMENDMENT, AND ZONING MAP AMENDMENT for 171 Clemson Road; TMS# 25705-07-2 - *Approved of second reading.*

Ordinance No.: 2020-016 Annexing and Incorporating 171 Clemson Road, Richland County TMS#25705-07-25 into the Plan Columbia Land Use Plan Putting the Pieces Together adopted by Ordinance No.: 2015-014 on February 17, 2015 - *First reading approval was given on May 19, 2020 - Approved of second reading.*

Council District:	4
Proposal:	Request to annex, assign land use classification of Regional Activity Corridor (AC-3) and assign zoning of General Commercial District (C-3). The property is currently classified as Mixed Use Corridor and zoned GC by Richland County.
Applicant:	Michael E. Hutchins
Staff Recommendation:	Approval
PC Recommendation:	01/06/2020; Approval (7-0)

18. ANNEXATION, COMPREHENSIVE PLAN MAP AMENDMENT, AND ZONING MAP AMENDMENT for 220 Deerwood Street; TMS# 13805-05-18 - *Approved of second reading.*

Ordinance No.: 2020-017 Annexing and Incorporating 220 Deerwood Street, Richland County TMS#13805-05-18 into the Plan Columbia Land Use Plan Putting the Pieces Together adopted by Ordinance No.: 2015-014 on February 17, 2015 - *First reading approval was given on May 19, 2020 - Approved of second reading.*

Council District:	3
Proposal:	Request to annex, assign land use classification of Urban Core Residential Small Lot (UCR-1) and assign zoning of General Residential District (RG-2). The property is currently classified as Mixed Use Corridor and zoned RM-HD by Richland County.
Applicant:	Christopher Seamon
Staff Recommendation:	Approval

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PC Recommendation: 01/06/2020; Approval (7-0)

19. ANNEXATION, COMPREHENSIVE PLAN MAP AMENDMENT, AND ZONING MAP AMENDMENT CASE SUMMARY for 6728 Wingard Street; TMS# 16407-04-04 - *Approved of second reading.*

Ordinance No.: 2020-041 Annexing and Incorporating 6728 Wingard Street, Richland County TMS# 16407-04-04 into the Plan Columbia Land Use Plan Putting the Pieces Together adopted by Ordinance No.: 2015-014 on February 17, 2015 - *First reading approval was given on May 19, 2020 - Approved of second reading.*

Council District:	4
Proposal:	Request to annex, assign land use classification of Urban Edge Residential Large Lot (UER-2) and assign zoning of Single-Family Residential District (RS-1). The property is currently classified as Mixed Residential (High Density) and zoned RS-LD by Richland County
Applicant:	Venson Howard Reese
Staff Recommendation:	Approval
PC Recommendation:	03/02/2020; Approval (7-0)

20. ANNEXATION, COMPREHENSIVE PLAN MAP AMENDMENT, AND ZONING MAP AMENDMENT for 940 Gracern Road TMS# 07301-02-01 - *Approved of second reading.*

Ordinance No.: 2020-038 Annexing and Incorporating 940 Gracern Road, Richland County TMS# 07301-02-01 into the Plan Columbia Land Use Plan Putting the Pieces Together adopted by Ordinance No.: 2015-014 on February 17, 2015 - *First reading approval was given on May 19, 2020 - Approved of second reading.*

Council District:	2
Proposal:	Request to annex, assign land use classification of Employment Campus (EC) and assign zoning of General Commercial (C-3). The property is currently classified as Mixed Residential (High Density) and zoned RS-LD by Richland County.
Applicant:	American Home Renovations, LLC / Julius Brazell
Staff Recommendation:	Approval

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PC Recommendation: 05/04/2020; Pending (7 - 0)

21. ANNEXATION, COMPREHENSIVE PLAN MAP AMENDMENT, AND ZONING MAP AMENDMENT for 14.4 acres N/S Garners Ferry Road, 17.91 acres N/S Garners Ferry Road, 11.08 acres W/S Benson Road (Parcel E), 11.08 acres W/S Benson Road (Parcel F), 17.2 acres W/S Benson Road, 4.96 acres E/S Benson Road, 44.55 acres N/S Garners Ferry Road and 45.15 acres N/S Garners Ferry Road; TMS#: 19100-04-15, 19100-04-25, 19100-04-28, 19100-04-29, 19100-04-30, 19100-04-31, 19100-04-19 and 19100-04-22 - *Approved of second reading.*

Ordinance No.: 2020-042 Annexing and Incorporating 14.4 acres N/S Garners Ferry Road, 17.91 acres N/S Garners Ferry Road, 11.08 acres W/S Benson Road (Parcel E), 11.08 acres W/S Benson Road (Parcel F), 17.2 acres W/S Benson Road, 4.96 acres E/S Benson Road, 44.55 acres N/S Garners Ferry Road and 45.15 acres N/S Garners Ferry Road, Richland County TMS# 19100-04-15, 19100-04-25, 19100-04-28, 19100-04-29, 19100-04-30,19100-04-31, 19100-04-19 and 19100-04-22 into the Plan Columbia Land Use Plan Putting the Pieces Together adopted by Ordinance No.: 2015-014 on February 17, 2015 - *First reading approval was given on May 19, 2020 - Approved of second reading.*

Council District: 3

Proposal: Request to annex, assign land use classifications of Community Activity Corridor (AC-2), Urban Edge Residential Small Lot (UER-1), and Urban Edge Residential Large Lot (UER-2) and assign zoning of General Commercial District (C-3), Office and Institutional District (C-1), Single Family Residential District (RS-3), and Single Family Residential District in a Flood Protective Overlay (RS-3, -FP). The property is currently classified as Neighborhood (Medium Density) and zoned General Commercial (GC) and Rural (RU) by Richland County

Applicant: Marion T. Burnside, Mary Blakely Hendricks Burnside, Bunrich Partners, Security Federal Bank, as Trustee of the Testamentary Trust U/W of Harriet Burnside Richmond dated May 20, 2009 Kendrick Hubbard Richmond, III, Security Federal Bank, as Trustee of the Testamentary Trust U/W of Harriet Burnside Richmond dated May 20, 2009 Kendrick Hubbard Richmond, IV

Staff Recommendation: Approval

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PC Recommendation: 05/04/2020; Approval (6-0)

22. ZONING MAP AMENDMENT for 4427 Blossom Street, TMS# 13810-03-10 - *Approved of second reading.*

Council District:	3
Proposal:	Request to rezone the parcels from General Residential District (RG-2) with a portion in the -Floodplain Area (-FP) to Neighborhood Mixed-Use District (MX-1) with a portion in the -Floodplain Area (-FP).
Applicant:	Jeff Brooks, Innov8
Staff Recommendation:	Approval
PC Recommendation:	03/02/2020; Approval(4-3)

23. ZONING MAP AMENDMENT for 2201 Wayne Street, TMS# 09011-01-06 - *Approved of second reading.*

Council District:	1
Proposal:	Request to rezone the parcels from Light Industrial District (M-1) to General Residential District (RG-2).
Applicant:	Elizabeth G. Wallace, President - Wallace Realty and Investment
Staff Recommendation:	Approval
PC Recommendation:	03/02/2020; Approval (7-0)

24. ZONING MAP AMENDMENT for a 2.66-acre portion of S/S Ft. Jackson Blvd., TMS# 16503-05-04(p) - *Approved of second reading.*

Council District:	4
Proposal:	Request to rezone a +/- 2.66-acre portion of the parcel from Single-Family Residential District (RS-1) and General Commercial District (C-3) with a portion in the Floodplain Area (-FP) to General Commercial District (C-3) with a portion in the Floodplain Area (-FP).
Applicant:	QuikTrip Corporation
Staff Recommendation:	Approval
PC Recommendation:	05/04/2020; Approval (7-0)

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25. ZONING MAP AND TEXT AMENDMENT for 1-acre portion of 2.14 acres W/S Barnwell Street, TMS# 11404-10-04(p) - *Approved of second reading.*

Ordinance No.: 2020-015 Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 17, Planning, Land Development and Zoning, Article V, Historic Preservation and Architectural Review, Division 4, Landmarks, Sec. 17-691 Buildings and sites list, (d), to add a one (1) acre portion of the West Side of Barnwell Street known as Richland County TMS #11404-10-04(p) - *First reading approval was given on May 19, 2020 - Approved of second reading.*

Council District:	2
Proposal:	Request to rezone the parcel from PUD-LS to PUD-LS, -DP and Amend Chapter 17 - Article V, Division 4 - §17-691(d) to designate structure as a Group III Landmark
Applicant:	Todd Avant, Avant Holdings, LLC and Robert E. Hughes, Tellus Delaware, LLC
Staff Recommendation:	Approval
PC Recommendation:	01/06/2020; Approval (7-0)
D/DRC Recommendation:	01/09/2020; Approval (6-0)

26. ZONING MAP AND TEXT AMENDMENT for 1813 Main Street, TMS# 09082-01-01, 09082-01-02, 09082-01-03, 09082-01-04 and 09082-01-05, 09082-02-01, 09082-02-02 and 09082-02-03, 09082-03-01, 09082-03-02 and 09082-03-03, and 09082-04-01, 09082-04-02, 09082-04-03, 09082-04-04, 09082-04-05, 09082-04-06, 09082-04-07, 09082-04-08, 09082-04-09, 09082-04-10, 09082-04-11, 09082-04-12, 09082-04-13, 09082-04-14, 09082-04-15, 09082-04-16, 09082-04-17, 09082-04-18, 09082-04-19, 09082-04-20, 09082-04-21, 09082-04-22, 09082-04-23, 09082-04-24, 09082-04-25, 09082-04-26, 09082-04-27, 09082-04-28, 09082-04-29, 09082-04-30, 09082-04-31, 09082-04-32, 09082-04-33, 09082-04-34, 09082-04-35, 09082-04-36, 09082-04-37, 09082-04-38, 09082-04-39, 09082-04-40, 09082-04-41, 09082-04-42, 09082-04-43, 09082-04-44, 09082-04-45, 09082-04-46, 09082-04-47, 09082-04-48 and 09082-04-49 - *Approved of second reading.*

Ordinance No.: 2020-014 Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 17, Planning, Land Development and Zoning, Article V, Historic Preservation and Architectural Review, Division 4, Landmarks, Sec. 17-691 Buildings and sites list, (d), to add 1813 Main Street, TMS# 09082-01-01, 09082-01-02, 09082-01-03, 09082-01-04 and 09082-01-05, 09082-02-01, 09082-02-02 and 09082-02-03, 09082-03-

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01, 09082-03-02 and 09082-03-03, and 09082-04-01, 09082-04-02, 09082-04-03, 09082-04-04, 09082-04-05, 09082-04-06, 09082-04-07, 09082-04-08, 09082-04-09, 09082-04-10, 09082-04-11, 09082-04-12, 09082-04-13, 09082-04-14, 09082-04-15, 09082-04-16, 09082-04-17, 09082-04-18, 09082-04-19, 09082-04-20, 09082-04-21, 09082-04-22, 09082-04-23, 09082-04-24, 09082-04-25, 09082-04-26, 09082-04-27, 09082-04-28, 09082-04-29, 09082-04-30, 09082-04-31, 09082-04-32, 09082-04-33, 09082-04-34, 09082-04-35, 09082-04-36, 09082-04-37, 09082-04-38, 09082-04-39, 09082-04-40, 09082-04-41, 09082-04-42, 09082-04-43, 09082-04-44, 09082-04-45, 09082-04-46, 09082-04-47, 09082-04-48 and 09082-04-49 - *First reading approval was given on May 19, 2020 - Approved of second reading.*

Council District:	2
Proposal:	Request to rezone the parcel from C-5, -DD to C-5, -DD, -DP and Amend Chapter 17 - Article V, Division 4 - §17-691(d) to designate structure as a Group III Landmark
Applicant:	William Kitchens, 1813 Main, LLC
Staff Recommendation:	Approval
PC Recommendation:	02/03/2020; Approval (7-0)
D/DRC Recommendation:	02/13/2020; Approval (6-0)

27. ZONING TEXT AMENDMENT to Amend §17-322-5p Five Points Overlay District - *Approved of second reading.*

Ordinance No.: 2020-013 Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 17, Planning, Land Development and Zoning, Article III, Zoning, Division 9, Supplementary District Regulations, Sec. 17-322--5p five points overlay district - *First reading approval was given on May 19, 2020 - Approved of second reading.*

Proposal:	Amend City of Columbia's Code of Ordinances §17-322 to eliminate parking requirements for uses occupying 4,000 sq. ft. or less with the exception of SIC 5813, Drinking Establishments in the Five Points Overlay District.
Applicant:	Krista Hampton, Director of Planning and Development Services
Staff Recommendation:	Approval
PC Recommendation:	01/06/2020; Approval (7-0)

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Pertinent Section:	Chapter 17, Article III, Division 9, Amend §17-322- -5p Five Points

Commercial Corridor Redevelopment Plan

28. AMENDMENTS TO UNIFIED DEVELOPMENT ORDINANCE to Update Text and Revised Effective Date of Ordinance – *Approved on second reading.*

Ordinance No.: 2020-022 Amending the effective date of Ordinance No.: 2019-013 repealing and replacing Chapter 17, Planning, Land Development and Zoning of the 1998 Code of Ordinances of the City of Columbia, South Carolina - *First reading approval was given on May 19, 2020 – Approved on second reading.*

Proposal:	Amendments to the new Chapter 17 of the Columbia Code of Ordinances entitled "Unified Development Ordinance" adopted August 20, 2019, updating text and revising the effective date of Ordinance to November 1, 2020.
Applicant:	Rachel Bailey, Zoning Administrator
Staff Recommendation:	Approval
PC Recommendation:	02/03/2020; Approval (7-0)
Pertinent Sections:	Chapter 17 of the Columbia Code of Ordinances

Mayor Benjamin said before we continue with the agenda I wanted to make sure we spend some time really acknowledging what not just the American family but this City in particular has and is going through. Last week, many folks were deeply hurt by the events that took place and others used Saturday's events as a manifestation of expressing their deep hurt of years of systemic issues. On behalf of the City Council we are thankful for the people of Columbia and the resilient business community and their efforts to stay afloat in this pandemic. I spent sometime this weekend talking with businesses and protestors, who the vast majority were there for the right reasons. Even in my age I saw so many different people of different views whom rarely agree on anything coming together in a way we have not seen before. We had a small group turn those peaceful protests into something that was not supposed to happen. They took away from a conversation that we all need to have about ways to make this country better. A number of protestors felt their humanity was not respected and it manifested in something much larger and it hurt to see that. Thanks to Chief Holbrook, Public Works staff, and others who were out picking up trash in front of Justice Square, helping paint over graffiti, moving cars, and raising the City, State, and American flag where they belong, which was meant to be a clear statement of the resilience of our City. As we move forward

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we need to rewind to that painful moment we experienced last week and commend ourselves to true dialogue about those issues, we need to continue to work on and get better. We need to remember that we are a special place where we are the constant architects of our perfect union.

ZONING/PLANNING MATTERS - SECOND READING

Upon a single motion made by Mr. Davis and seconded by Mr. Duvall, Council voted unanimously to approve **Zoning/Planning Matters - Second Reading Items 29** through **31**.

29. ZONING MAP AMENDMENT for 2.57 acres S/W Rugby Road(p) and 4802 Brickyard Road(p), TMS# 09212-01-01(p) and 09212-02-12(p) – *Approved on second reading.*

Council District:	1
Proposal:	Request to rezone the parcels from Single-Family Residential District (RS-2) to General Residential District (RG-1).
Applicant:	Jennifer Bishop, Greater Columbia CDC
Staff Recommendation:	Approval
PC Recommendation:	03/02/2020; Approval (5-2)

Councilor Davis said the body who is providing the housing has done their due diligence as best as they could by taking the necessary steps to provide input that was educational in the meetings I was part of. I also had the opportunity to dialogue with people who live in the surrounding areas. The bottom line is that this project is consistent with our goals and it meets an immediate need in that particular area.

30. ANNEXATION, COMPREHENSIVE PLAN MAP AMENDMENT, AND ZONING MAP AMENDMENT for 2.74 acres S/W Rugby Road (portion), 0.31 acres E/S Rugby Road,4802 Brickyard Road (portion), 320 Club Road, 0.38 acres W/S Rugby Road, 4848 Rugby Road, and 4860 Rugby Road TMS# 09212-01-01 (portion), 09212-02-01, 09212-02-12 (portion), 09305-04-18,09305-04-19, 09309-15-08, and 09309-15-1 – *Approved on second reading.*

Ordinance No.: 2020-040 Annexing and Incorporating 2.74 acres S/W Rugby Road (pt), 0.31 acres E/S Rugby Road, 4802 Brickyard Road (pt), 320 Club Road, 0.38 acres W/S Rugby Road, 4848 Rugby Road, and 4860 Rugby Road, Richland County TMS# 09212-01-01 (pt), 09212-02-01, 09212-02-12 (pt), 09305-04-18, 09305-04-19, 09309-15-08, and 09309-15-11 into the Plan Columbia Land Use Plan Putting the Pieces Together adopted by Ordinance No.: 2015-014 on February 17, 2015 - *First reading approval was given on*

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May 19, 2020 – Approved on second reading.

Council District:	1
Proposal:	Request to annex, assign land use classification of Urban Edge Residential Large Lot (UER-2), and assign zoning of General Residential District (RG-1). The property is currently classified as Mixed Residential (High Density) and zoned RS-HD by Richland County.
Applicant:	Grace Christian Ministries / Greater Columbia Community Development Corporation
Staff Recommendation:	Approval
PC Recommendation:	03/02/2020; Approval (5-2)

31. COMPREHENSIVE PLAN –FUTURE LAND USE MAP AMENDMENT CASE SUMMARY 2.57 acres S/W Rugby Road(p) and 4802 Brickyard Road(p), TMS# 09212-01-01(p) and 09212-02-12(p) – *Approved on second reading.*

Ordinance 2020-039 Amending the City of Columbia Comprehensive Plan 2018 Future Land Use Map to include 2.57 acres S/W Rugby Road (p) and 4802 Brickyard Road (p); Richland County TMS# 09212-01-01(p) and 09212-02-12(p) - *First reading approval was given on May 19, 2020 – Approved on second reading.*

Council District:	1
Proposal:	Request to amend Chapter 8.3 of The Columbia Plan 2018 - Future Land Use Map to modify the land use classification of the property from Urban Core Residential Small Lot (UCR-1) to Urban Edge Residential Large Lot (UER-2).
Applicant:	Krista Hampton, Planning & Development Services Director
Staff Recommendation:	Approval
PC Recommendation:	03/02/2020; Approval (5-2)

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BUDGET PUBLIC HEARING & ORDINANCE FIRST READING

32. Ordinance No.: 2020-050 To Raise Revenue and Adopt the Budget for the City of Columbia, South Carolina, for the Fiscal Year ending June 30, 2021 – *Approved on first reading.*

Council opened the Public Hearing at 3:18 p.m.

Dr. Raj Aluri, President of the International Friendship Ministries said I'm speaking on behalf of the Columbia International Festival. Thank you for your support the past years. This event is more relevant today than ever with all the things that are happening in our country and in our city. Columbia is a very diverse community representing nearly 200 nationalities and cultural groups. About 7-10% of our City population is born outside the country and live in our city. Columbia International Festival has had 24 years of success. This past April we would have had our 25th anniversary celebration but with COVID-19, we had to postpone the event. We have not canceled it and we hope to do something on a smaller scale in the fall. One of my requests to you is to please carry forward the budgeted funds approved for FY 2020 to FY 2021. We request at least $50,000 from the current funds. I know there are financial constraints and I understand but this event is important for the community. We need your support in bringing our community together and this event brings more people together from diverse backgrounds than anything else. Thank you so much for your continued support of this event.

Council closed the Public Hearing at 3:20 p.m.

Ms. Missy Caughman, Budget & Program Management Director said the proposed budget that is before you represents a total budget of $337 million. That includes the general fund, water and sewer fund, stormwater fund, parking fund, hospitality tax, and accommodations tax. That is a deduction of $32.5 million from last year. The budget was developed with the focus of continuing operations, to provide excellent day-to-day service to our community, to fulfill the City's financial obligations, debt service payments and other financial commitments. There are impacts to the budget due to COVID-19, in particular the revenues that we anticipate. The revenues that we expect to be impacted are those driven by consumer behavior or economic drivers. Our general fund revenues will be impacted by business licensing, user fees, the transfer from the hospitality tax, and possibly others like court fees and lost collections. We anticipate amending the budget in the fall as we continue to monitor collections. The parking fund is expecting impacts on our street meters, event parking, and parking garage revenue. We also expect impact in our special revenue with our state and local hospitality and accommodations tax collections. The general fund budget

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is advertised at $138.3 million, a reduction of $26.6 million from the current year. That is about $4 million from prior year actuals. The budget is balanced as required by state law. There is no increase in millage rates or fees. Revenues are estimated using FY 2018-2019 actuals as our base with some adjustments. Departments' budgets were developed focusing on preserving personnel and maintaining the same service levels. They were developed using current year staffing levels which means that they have what is remaining of the operating cost and will be absorbing any increases to salaries or any other increases in retirement. The departments will have a very tight budget in which to operate. We suspended our capital replacement programs and capital improvements. Our budget does represent the best case scenario meaning there could be additional impacts that could affect the budget. We have provided City Council with a list of various items we are suspending to help manage our funding levels.

Councilor Brennan asked what departments fall into the general government category.

Ms. Missy Caughman, Budget & Program Management Director said that includes general administration, Human Resources, Public Relations, Finance Department, Information technology Department, Support Services, Mayor and Council's Budget, and Legal Department. The water and sewer fund is proposed at $168.6 million, a decrease of $2.2 million from the current year amended budget. Water and sewer sales total is $157 million and another $11 million from other sources. There is not a rate increase proposed. The department budgets make up $101.2 million of the water and sewer fund expenditures. That includes Engineering, Public Works, and General Services. That is not just personnel but construction activities that are not capitalized. We are utilizing a lot more technology to deliver services and we will continue to do so. The AMI project will be proceeding as scheduled and we will also have more ways to provide information to customers. Debt includes $41.9 million and it does reflect the prior year debt service payments and issuance of future debt. The operating budget also reflects the system revenues for our transfer to capital improvement program (CIP) of $14 million and the transfer to the general fund of $6.1 million, including $2 million for COVID-19 response. The total CIP proposed is $40 million: $15 million for water improvements and $25 million for wastewater improvements. Our CIP is funded using a combination of system revenues and revenue bonds. Even though there is a reduction in the CIP we are still meeting the EPA deliverables and maintaining our financial metrics. The proposed budget for the stormwater fund is $14 million, a decrease of $346, 800 from the current year amended budget. No rate increase has been proposed in response to the impacts of COVID-19. Department budgets from the stormwater fund make up 56%. A number of our stormwater activities are performed by City staff and crew, including maintenance and construction. The budget includes a transfer to capital improvements of $1 million and a general fund indirect cost

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allocation of $560,000. Debt service makes up $2.4 million of the budget. We do not anticipate any new debt being issued in this coming fiscal year. The stormwater improvement fund is proposed at $20 million for this coming year. It is funded with a combination of $1 million from cash and $19 million from bond proceeds. The parking fund budget is proposed at $7.7 million, a decrease of $250,132 from the current fiscal year. We anticipate the revenues being impacted by business disruptions resulting from COVID-19 but we do assume returning to normal operations. As far as expenditures, the current budget is $7.7 million. Department budgets represent $4.1 million, 53% of the total budget. The parking fund will be made up of current year staffing with adjustments for operations to stay within the allocations proposed for FY 2020-2021. The budget does include $2.7 million in debt service payments.

Councilor McDowell asked for clarification on the Belvedere Stream Stabilization and the Allen-Benedict Bioretention proposed stormwater CIP.

Mr. Clint Shealy, P.E., Assistant City Manager for Columbia Water said the Allen-Benedict Bioretention is a project we are moving forward in the coming year for CIP. That will be starting with design services and construction when we are ready. That is a project that we have identified and we believe will help improve water quality and provide reduction benefits. That project is a public private partnership and we will get a lot of community involvement. Belvedere is one we continue to work on. We have the cost estimates in place and we know how much it's going to take to do it. We continue to work with the county to split the cost.

Councilor Brennan asked if the reserves in the stormwater fund carry forward and do the other categories of funding also have reserves built in?

Ms. Missy Caughman, Budget & Program Management Director said water and sewer and stormwater funds do have those reserves built in by nature of our bonding. If those funds do roll forward they become part of the fund balance. The general fund also includes a reserve in our books. Last, we have our special revenue which includes the hospitality tax fund and the accommodations tax fund. The hospitality tax proposed fund is $7.1 million, a reduction of $4.1 million. We anticipate revenues coming in from the hospitality tax being impacted due to the impacts on the hospitality industry. Debt service is a priority for funding and it must be funded and paid for. Debt service is requested at $3 million and is based on current debt. It does not reflect any new debt due to Finlay Park Rehabilitation being on hold. We will continue to monitor collections.

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Mayor Benjamin asked if we see opportunity to leverage some FY 2019-2020 funding into meeting our traditional organization needs for FY 2021.

Ms. Missy Caughman, Budget & Program Management Director said by this time we typically have collections for a couple months. We only have the collections from June. We allowed for collections to be delayed for the past two months. We do not have those revenue collections to be able to make those determinations. As far as carry forward from organizations, those were due this past Saturday. We have not finalized who requested for their funds to be carried forward and which funds have been forfeited. It is too early to be able to make those estimates. The available proposed allocations are $1.3 million. We have proposed a decrease of the transfer to the general fund from $2.7 million to $1.5 million. That will increase the available allocations to $2.5 million. The proposed budget for the state accommodations is $1.4 million. A reduction of $1.2 million, 46% of previous year. We are anticipating the accommodations tax to be significantly impacted based on hotel occupancy rates due to COVID-19. Allocations are based on state law but do not reflect allocations to specific organizations. Typically, there are two groups that are funded through the accommodations tax. We have not made recommendations on the allocations aside from Council's normal breakdown of 85% to Experience Columbia and 15% to Lake Murray. The remaining amount is the 5% general purpose fund which is $72,353, a more than 50% reduction from last year. We have used those funds in the past to fund Together We Can Read, the other half of the One Columbia contract, and other community promotion type allocations. The transfer to the general fund specified in the state law is $25,000.

Mayor Benjamin said I am concerned with the deep cuts to One Columbia. The role the organization plays in convening the entire City's arts and cultural infrastructure is needed now more than ever. I want to revisit that before second reading.

Councilor Duvall said there is one figure in the budget that I think is the most important figure we need to consider in the next months. That is our allocation of the local option sales tax. I believe it is in October that we have to tell the county the amount of money from the sales tax we expect to get to give the tax credits to the people in the City of Columbia who paid property taxes on their tax bills this year. If we set the figure too low people will have a tremendous tax increase and if we set it too high and we don't collect, the City will have to take that loss. We have to take serious consideration to what amount we are going to tell Richland County to use as the City's contribution of the local option sales tax to calculate the taxes this year.

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Mr. Jeffrey Palen, Assistant City Manager and Chief Financial Officer said there is a similar concern with all of us across the state that have the local option sales tax as an offset. It will be the end of August when we start seeing our collections and we will be spending those weeks to come up with the best way to make the estimates. I don't think the county will be able to delay the timeline unless they delay tax bills going out in October.

Mayor Benjamin said as a Council we need a deep dive in the new total allocations. Let's get as much information as we can from the committees who engage with these organizations and give us some direction to help our discussions.

Upon a motion of Mayor Benjamin and seconded by Mr. Duvall, Council voted unanimously to approve Ordinance No.: 2020-050 To Raise Revenue and Adopt the Budget for the City of Columbia, South Carolina, for the Fiscal Year ending June 30, 2021 as amended to revise the FY 2020/2021 Proposed Budget by decreasing the transfer from the Hospitality Tax Fund to the General Fund in the amount of $1,235,000 for a new total allocation of $1,540,000.

ORDINANCES - FIRST READING

33. Ordinance No.: 2020-046 Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 23, Utilities and Engineering, Article VII, Stormwater Management, Sec. 23-205 Stormwater service charge rates (b) – *Approved on first reading.*

Upon a motion made by Mayor Benjamin and seconded by Mr. Duvall, Council voted unanimously to give first reading approval to Ordinance No.: 2020-046 Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 23, Utilities and Engineering, Article VII, Stormwater Management, Sec. 23-205 Stormwater service charge rates (b).

ORDINANCE - SECOND READING

34. Ordinance No.: 2020-024 Consenting to the Inclusion of Property in a Multi-County Industrial/Business Park (Washington & Assembly, LLC, Richland County TMS # R09013-03-06, R09013-03-07, R09013-03-08, R09013-03-09, R09013-03-10, R09013-03-11, R09013-03-12, and R09013-03-13) - *First reading approval was given on May 19, 2020 – Approved on second reading.*

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Councilor Duvall said they have 676 beds in the proposed design. They have 405 parking spaces and 175 bike spaces. That is 169 car spaces short for having a car space for everyone with a room. Where are those people going to park?

Mayor Benjamin said that part of Assembly has the same requirements as downtown where technically you don't have to have specific parking. We need more parking garages and we have some great deals in the works. I am happy with the significant progress here and am hoping that if we get things back on track that some of the other nearby developments that have been in discussion will also help mitigate those needs.

Councilor Rickenmann said I had further conversation with them and they have come up with some options for additional parking. Not for the whole 169 spaces but it was over 50% of that number. They have some options to add to that if necessary. They did do a significant amount of work to come up with solutions.

Mayor Benjamin asked if there was discussion around the historic preservation and the contributions.

Mr. Ryan Coleman, Director of Economic Development said we discussed with CRG the two outstanding items regarding parking and the historical markers. They committed to doing their part on both. We are in the process of connecting CRG with Historic Columbia. I think CRG would like to see some possible proposals in what different marker scenarios will look like. I know SC-63 and the wayfinding project has been recommended as options as well. They do want to do their part and contribute as well.

Upon a motion made by Mayor Benjamin and seconded by Mr. McDowell, Council voted [5 to 2] to give second reading approval to Ordinance No.: 2020-024 Consenting to the Inclusion of Property in a Multi-County Industrial/Business Park (Washington & Assembly, LLC, Richland County TMS # R09013-03-06, R09013-03-07, R09013-03-08, R09013-03-09, R09013-03-10, R09013-03-11, R09013-03-12, and R09013-03-13). Mr. Rickenmann, Mr. McDowell, Ms. Devine, Mr. Davis, and Mayor Benjamin voted aye. Mr. Brennan and Mr. Duvall voted nay.

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Attachment: MN_06_02_2020 (6209 : Approval of Meeting Minutes)

RESOLUTION

35. Resolution No.: R-2020-061 Certifying Building Site as an Abandoned Building Pursuant to the South Carolina Abandoned Buildings Revitalization Act, Title 12, Chapter 67, Section 12-67-100 et seq., of the South Carolina Code of Laws (1976), as amended, regarding property located at 1544 Main Street, Columbia, South Carolina Richland County TMS # R09014-09-24 – *Approved*

Upon a motion made by Mayor Benjamin and seconded by Mr. Duvall, Council voted unanimously to approve Resolution No.: R-2020-061 Certifying Building Site as an Abandoned Building Pursuant to the South Carolina Abandoned Buildings Revitalization Act, Title 12, Chapter 67, Section 12-67-100 et seq., of the South Carolina Code of Laws (1976), as amended, regarding property located at 1544 Main Street, Columbia, South Carolina Richland County TMS # R09014-09-24.

36. Resolution No.: R-2020-062 City of Columbia, South Carolina Support of Fair, Direct Federal Emergency Support to Reopen and Rebuild Local American Economies – *Approved*

Councilor Brennan asked for an explanation of the resolution.

Councilor Devine said this is a resolution that cities are passing to ask for a direct allocation of the new stimulus money coming down.

Upon a motion made by Ms. Devine and seconded by Mr. Davis, Council voted unanimously to approve Resolution No.: R-2020-062 City of Columbia, South Carolina Support of Fair, Direct Federal Emergency Support to Reopen and Rebuild Local American Economies.

APPOINTMENTS

37. Columbia Tree and Appearance Commission – *Approved*

Upon a motion made by Mayor Benjamin and seconded by Mr. Duvall, Council voted unanimously to approve the appointment of Ms. Viola K. Hendley to the Columbia Tree and Appearance Commission.

38. Central Midlands Regional Transit Authority – *Approved*

DRAFT

Attachment: MN_06_02_2020 (6209 : Approval of Meeting Minutes)

Upon a motion made by Mayor Benjamin and seconded by Mr. Davis, Council voted unanimously to approve the reappointment of Mr. Derrick Huggins to the Central Midlands Regional Transit Authority.

39. Richland- Lexington Airport Commission – *Deferred*

40. Affordable Housing Task Force – *Approved*

Councilor Devine said the Mayor mentioned in the State of the City Address that we were going to re-up the Affordable Housing Task Force. I have worked with staff to put together a great task force. We have our first meeting next Tuesday. I would like Council to appoint the following members: Ms. Lila Anna Sauls of Homeless No More, Mr. Reggie Barner of the Barner Group, Mr. John Andoh from the COMET, Ms. Sue Berkowitz of SC Appleseed Legal Justice, Mr. Lester Young of Just Leadership, Ms. Jennifer Moore of the United Way, Ms. Julie Ann Avin of MIRCI, Mr. Jim Zieche of More Justice, Ms. Brenna Bernardin of Homeless Veterans, Mr. Jeff Armstrong of Family Promise, and Mr. Jeff Larimore of Midlands Housing Trust Fund. These are members who have agreed to serve if appointed.

Upon a motion made by Ms. Devine and seconded by Mr. Davis, Council voted unanimously to approve the appointments of Ms. Lila Anna Sauls, Mr. Reggie Barner, Mr. John Andoh, Ms. Sue Berkowitz, Mr. Lester Young, Ms. Jennifer Moore, Ms. Julie Ann Avin, Mr. Jim Zieche, Ms. Brenna Bernardin, Mr. Jeff Armstrong, and Mr. Jeff Larimore to the Affordable Housing Task Force.

PUBLIC COMMENTS

No comments were made at this time.

EXECUTIVE SESSION

Upon a motion made by Mr. Duvall and seconded by Mr. Davis, Council voted unanimously to enter into Executive Session at 4:37 p.m. for the discussion of **Items 41** and **42**.

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

COVID-19

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Attachment: MN_06_02_2020 (6209 : Approval of Meeting Minutes)

42. Discussion of the employment of an employee pursuant to §30-4-70(a)(1)

Municipal Court

Council adjourned the Executive Session at 5:06 p.m.

EMERGENCY ORDINANCES

43. Ordinance No.: 2020-053 Ratifying Enactment of a Temporary Emergency Curfew – *Approved*

Upon a motion made by Mr. Duvall and seconded by Mr. Rickenmann, Council voted unanimously to approve Ordinance No.: 2020-053 Ratifying Enactment of a Temporary Emergency Curfew.

Mayor Benjamin said the 11 p.m. curfew is still in effect and it is set to expire on June 9, 2020. We will continue to monitor both safety and public health concerns between now and then. We will reconsider then.

ADJOURNMENT

Upon a motion made by Mr. Duvall and seconded by Mr. Rickenmann, Council voted unanimously to adjourn the meeting at 5:08 p.m.

Respectfully submitted by:

Erika D. M. Hammond, CMC
City Clerk

DRAFT

Attachment: MN_06_02_2020 (6209 : Approval of Meeting Minutes)

COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, JUNE 23, 2020

CALL TO ORDER

The Columbia City Council conducted a virtual meeting on Tuesday, June 23, 2020 using video conferencing technology. The Honorable Mayor Stephen K. Benjamin called the meeting to order at 2:17 p.m. and the following members of Council were present: The Honorable Sam Davis, The Honorable Tameika Isaac Devine, The Honorable Howard E. Duvall, Jr., The Honorable Mayor Pro-Tempore Edward H. McDowell, Jr., The Honorable Daniel J. Rickenmann, and The Honorable William Brennan. Also present were Ms. Teresa Wilson, City Manager and Ms. Erika D. M. Hammond, City Clerk. This meeting was advertised in accordance with the South Carolina Freedom of Information Act. The minutes are numbered to coincide with the order of the meeting.

INVOCATION

The Honorable Mayor Pro Tem Edward H. McDowell, Jr. offered the invocation.

ADOPTION OF THE AGENDA

Upon a motion made by Mr. Duvall and seconded by Mayor Benjamin, Council voted unanimously to adopt the agenda subject to adding the discussion of State Roads to Executive Session Item 2.

EMERGENCY ORDINANCE

1. Ordinance No.: 2020-059 - Emergency Ordinance Requiring that Face Coverings or Masks Be Worn in Public in The City of Columbia During the COVID-19 Public Health Emergency and Recovery

Dr. Linda Bell, S.C. State Epidemiologist for DHEC said I appreciate the City Council is taking a lead in engaging on this issue. You have all taken proactive steps to protect the people of Columbia. It has been tremendously helpful in our efforts to reduce the impact of the virus. Unfortunately, our COVID-19 rates have sharply increased in the past two weeks. I received a report this morning that 42% of all the cases that have been reported to us since March have occurred in the last two weeks. This is a very troubling trend and it tells us that people are not taking this pandemic seriously enough or adopting the measures we have been recommending throughout this course. There has been a dramatic shift in the age groups of those positive cases. From March through the end of May, the majority of the cases were people over the age of 60. After the week following Memorial Day weekend, there has been a shift in younger age groups being impacted. We have seen an 100% increase in cases between the ages of 11 and 20 and a significant increase in cases

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Attachment: MN_06_23_2020 (6209 : Approval of Meeting Minutes)

between the ages of 21 and 30. Previously, the majority of the cases occurred in those over 50 and now the majority of our cases are occurring in those under 50. One day after the next we are topping out previous counts. As South Carolinians if we don't drastically increase the practice of mask wearing and social distancing then we will continue to see case counts rise even more. We don't have a vaccine for COVID-19 and we will unlikely have one until 2021. Currently, all we have is the ability to reduce exposure. Using the only two tools at our disposal: the routine use of mask while in public and physical distance from others. Every day that we continue to not have that widely adopted we are extending the duration of illnesses, missed work, absenteeism, hospitalizations, and deaths in our state. The virus does not spread on its own, its spread by people who are infected with the virus. This could be people who are infected but don't have symptoms. People can spread in the two days prior to even exhibiting symptoms. We can't anticipate where we may encounter someone who is infectious. It is our social responsibility to wear masks so that we don't make people sick or don't unknowingly spread the virus. It does mainly spread from person to person by someone inhaling respiratory droplets that are produced when an infected person talks, breaths, coughs, etc. It is the mask covering that helps these respiratory droplets that are airborne from traveling through the air to others. This is why we should wear masks when we are around other people in public spaces and it is difficult to physically distance. While we see a shift in reported cases in the younger populations, we have not seen a shift in the age group where deaths are reported. I am most worried for these younger groups who are more active and may not be at risk of being hospitalized but who are putting the other population at increased risk for hospitalizations and deaths especially people who are vulnerable or people with underlying health conditions. It is something we are imploring everyone to be aware that you may think you are taking that risk for yourself but you are also imposing that risk on others and fueling this pandemic in your community and families. It is unfortunate that our recommendations are being disregarded. I see image after image in the press of large crowds with very few people wearing masks. I want to reiterate that what we have in place now is not being effective in stopping this disease. We are hoping to have cooperation and behavior modification from the public. More stringent measures have been shown to be very effective in other jurisdictions where the widespread use of masks has been required. We have seen significant decreases in disease activity in other communities and countries. There is abundant evidence that the widespread use of masks and physical distancing do work.

Councilor Rickenmann asked if the increase of cases in the younger population are linked to hospitalizations and if there is any evidence that shows it may help in the long run to build up immunity to the virus.

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Dr. Linda Bell, State Epidemiologist said the hospitalizations are not correlating with what we are seeing in the increase in cases overall. One explanation for that is in the dramatic increase in younger groups who are less likely to be hospitalized. At this time, we don't know if people develop immunity and if people can be reinfected. We seek to get herd immunity if we know that is the case. We don't want to achieve that and have a rapid increase in cases and potentially overwhelm our health care system. We can expect that hospitalizations will trend upwards and it will go back to where we were at the early stages of this outbreak where we were having to cancel elective procedures to make sure we had ample hospital beds and ventilators available. If we let the disease rates go up too quickly and too dramatically, we don't have a health care system that can absorb that many sick people all at once. As far as test results in people who are asymptomatic and test positive, there are two test: a diagnosis test that detects the generic material of the virus and tells us if somebody is acutely infected and an antibody test that detects the antibody that develops in the blood. We don't know if it's a protective antibody though. We don't have a test that can check people who have been previously ill and decide if they are not at risk of getting reinfected in the future. Asymptomatic individuals might not have symptoms but they can still spread the virus.

Councilor Rickenmann said I talked to at least two dozen people who have had multiple tests, from blood tests to the nasal swabs. They are getting positive and negative results days apart. Can you describe what you recommend on testing and what is working or not.

Dr. Linda Bell, State Epidemiologist said our priority for testing are people who have symptoms that are suggestive of COVID-19. If you suspect that you are ill, then we recommend that you get tested. If you are in contact with someone who has been ill, we recommend that you consider being tested if it has been at least seven days since the contact. It can take a while for a test to turn positive. Some people learn they have been in contact and will immediately get tested. This could be one of the issues why people are repeatedly getting tested. If the virus is not high enough in the body for the test to detect then the test can come out negative initially. If they waited seven more days, it could turn positive. This happens in the PCR test, which is collected by a nasal swab that is diagnostic of acute infection. There are some exemptions for repeat testing and are primarily for health care workers. If a health care worker tests positive, we exclude them from work and ten days after the onset of their symptoms we retest them. We test them until they turn negative. For the general public we say to isolate yourself for ten days after the onset of symptoms and if your symptoms have resolved and it has been at least ten days then you can return to your normal activities. I don't know why people are seeking to be repeatedly tested and seeking the antibody test. One worry is that people try to use the test for decisions on what they should do. If you have been in contact with someone and you test negative that doesn't mean that you should not still remain in quarantine. If you are in close contact, you should still stay in quarantine for 14 days

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regardless of the results. We are hoping for a test in the future that will give us evidence of immunity and protection. The biggest driver is people who are infected with symptoms. Asymptomatic people are part of it, but it is the younger population who can tolerate illnesses better who I am more concerned about and who are less likely to stay home when they are sick.

Councilor Devine asked if there are any credible studies that have shown that masks are ineffective in helping slow the spread of the virus.

Dr. Linda Bell, State Epidemiologist said I wouldn't say the mask are ineffective. They are not 100% protection against exposure, especially the masks available to the general public. It could be the difference of reducing the risk of infection from close contact by 50%. If both individuals wear a mask, the risk of exposure can be reduced to 25%. Yes, the masks work in reducing the risk of exposure. The cloth masks have leakage around the sides, still allowing respiratory droplets to enter. Masks don't offer protection to eyes, which is another way the virus can enter. In the health care field, we wear the N-95 which are fit tested. That means they have seal on your face and a filter that filters out certain size droplets.

Councilor Devine asked about the current rate of hospitalizations.

Dr. Linda Bell, State Epidemiologist said hospitalizations are not going up in direct proportion to the case rates. The rate is increasing but the curve is not as steep as the curve for overall reported cases. We have state agencies that monitor on a daily basis of hospital bed utilization, use of ventilators, and the availability of those. When we get to the point when we are marginally reaching capacity then they begin to make the decisions of canceling elective procedures and redistributing ventilators.

Councilor Duvall asked about the possible dangers or respiratory complications of wearing a face mask.

Dr. Linda Bell, State Epidemiologist said masks are not recommended for children under the age of two. Masks are also not recommended for people who have existing respiratory problems where they have difficulty breathing. For example, someone who has serious emphysema, COPD, or with acute asthma attacks. Those individuals should consider not being in public if they can't use protection. It is a myth that masks cause respiratory diseases. We want people to be aware that if using disposable masks to dispose of them because masks can get dirty and can become contaminated. They should follow the directions of reusable masks. We have to practice good hygiene.

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Councilor Brennan asked what defines a hotspot for DHEC and what additional levels of focus are implemented once they are defined.

Dr. Linda Bell, State Epidemiologist said health care providers and laboratories are all required by law to report all positive cases to DHEC. We handle that information confidentiality. We reach out to positive cases to conduct an investigation to learn about their onset of illness and to collect demographic information that helps us inform the epidemiology of the disease. We also attempt to identify a potential source of infection. All cases are reported by their address. We look for a cluster of cases by address. We can have multiple reports of cases that share the same address, a nursing home will be one example. When we look at data in communities we look at cases by zip codes. If we see a spike of cases in a particular zip code, we will reach out to our frontline regional EPI investigators and ask them if they are aware of community activities that could explain the spike. We don't always have the ability to identify the source of infection. When we find these clusters of cases we can define them as hotspots when they exceed the norm of more than three new cases in a zip code within the last 24 to 48 hours or an increase in trend. The efforts from local jurisdictions are needed and I am grateful the Columbia City Council is taking this under consideration.

Upon a motion made by Mr. Duvall and seconded by Ms. Devine, Council voted [6 to 1] to approve Ordinance No.: 2020-059 - Emergency Ordinance Requiring that Face Coverings or Masks Be Worn in Public in The City of Columbia During the COVID-19 Public Health Emergency and Recovery. Mr. Brennan, Mr. McDowell, Mr. Duvall, Ms. Devine, Mr. Davis, and Mayor Benjamin voted aye. Mr. Rickenmann voted nay.

EXECUTIVE SESSION

Upon a motion made by Mr. Duvall and seconded by Mr. Davis, Council voted unanimously to enter into Executive Session at 3:09 p.m. for the discussion of Item 2 as amended.

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

   COVID-19

Council adjourned the Executive Session at 5:42 p.m.

Mayor Benjamin said per legal advice we will be amending Ordinance 2020-059. In the interest of consistency and uniformity we will adopt the approach being used by the City of Greenville. The ordinance will apply to all commercial establishments and we will pursue civil infractions

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with misdemeanor charges. This will go into effect on Friday at 6 a.m. There are clear articulated exceptions in the ordinance and we have added a few specifically when face coverings would prevent the receipt of personal services. The ordinance applies to anyone ten years or older. We cannot constitutionally apply this to religious establishments; it is strongly encouraged for religious activities as well. The ordinance is not a perfect solution but a step in the right direction in the preservation of public life. We are facing difficult times right now, not just social unrest around policing and racism in America, but we are still dealing with a pandemic and economic dislocation that we haven't seen since 1932. I want to thank all the citizens that have reached out and made sure their opinions were heard. The input I received has been in overwhelming support of wearing masks in the community. It is our job to do everything we can to protect the public interest. We will make masks available to those who need them and will be kicking off a mask up campaign. We are pushing for a cultural shift to encourage people to do the small things so we can ensure we are indeed taking care of us and our brothers and sisters.

Upon a motion made by Mr. Duvall and seconded by Ms. Devine, Council voted [6 to 1] to approve Ordinance No.: 2020-059 - Emergency Ordinance Requiring that Face Coverings or Masks Be Worn in Public in The City of Columbia During the COVID-19 Public Health Emergency and Recovery to include the amendments recommended by the City of Columbia Legal Department. Mr. Brennan, Mr. McDowell, Mr. Duvall, Ms. Devine, Mr. Davis, and Mayor Benjamin voted aye. Mr. Rickenmann voted nay.

ADJOURNMENT

Upon a motion made by Mr. Duvall and seconded by Mr. Rickenmann, Council voted unanimously to adjourn the meeting at 5:52 p.m.

Respectfully submitted by:

Erika D. M. Hammond, CMC
City Clerk

DRAFT

Attachment: MN_06_23_2020 (6209 : Approval of Meeting Minutes)

We Are Columbia

MEETING DATE: **September 15, 2020**

DEPARTMENT: **Legal Department**

FROM: ***Shari Ardis, Legal Office Manager***

SUBJECT: **Ordinance No.: 2020-087 An Emergency Ordinance Extending Certain Emergency Ordinances Related to COVID-19**

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**

ATTACHMENTS:

- 2020-087 extending mask-face coverings and temporary suspension of meetings ordinances (PDF)

LEGAL REVIEW / INSURANCE / LIABILITY
Attachment: 2020-087 extending mask-face coverings and temporary suspension of meetings ordinances (6174 : Ordinance No.: 2020-087

ORDINANCE NO: 2020-087

An Emergency Ordinance Extending Certain Emergency Ordinances Related to COVID-19

WHEREAS, SARS-CoV-2 (the Coronavirus) the virus that causes the disease COVID-19 is responsible for an outbreak that began in Wuhan, China, and continues to be a serious public health concern; and,

WHEREAS, Covid-19 continues to aggressively spread and City Council finds that it is still in the public interest to protect public health and the general welfare of the public to extend the temporary suspension of normal operating procedures of City Council and City Boards and Commissions meetings as set forth in Ordinance No.: 2020-044 and requirement that face coverings or masks be worn in public in the City of Columbia as set out forth in Ordinance No.: 2020-059; and,

WHEREAS the requirements under both ordinances were further extended by Ordinance No.: 2020-071 through October 4, 2020; and,

WHEREAS, the City of Columbia is working with other government agencies in an effort to prevent the spread of the disease; and,

WHEREAS, Sec. 2-86 of the Ordinances of the City of Columbia allows for the adoption of emergency ordinances on one reading without notice or hearing by affirmative two-thirds of the members present, and shall expire automatically on the 61st day following enactment; NOW, THEREFORE,

BE ORDAINED by the Mayor and Council this ___ day of _____, 2020, that the City of Columbia extends the temporary suspension of the normal operating procedures of City Council and City Boards and Commissions meetings and allows for the Mayor, Council Members, Board Members and Commission Members to remotely participate in voting and operational procedures by telephone or other means of electronic communication and extends the requirement that face coverings or masks be work in public in the City of Columbia; and,

BE IT FURTHER ORDAINED that this emergency ordinance to temporarily suspend the normal operating procedures of City Council and City Boards and Commissions meetings shall be terminated by the issuance of another ordinance or shall automatically expire on the 61st day after enactment of this ordinance.

This ordinance shall take effect immediately.

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:

Last revised: 8/26/2020
20006434

We Are Columbia

MEETING DATE: **September 15, 2020**

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
University of South Carolina Update - President Robert Caslen

We Are Columbia

MEETING DATE: **September 15, 2020**

DEPARTMENT: **City Clerk**

FROM: ***Erika Hammond, City Clerk***

SUBJECT: **Census Update - Ms. Chynna A. Phillips, MSW, Columbia Complete Count Committee Co-Chair**

FUNDING SOURCE & ORIGINAL BUDGET:

We Are Columbia

MEETING DATE: **September 15, 2020**

DEPARTMENT: **Assistant City Manager for Columbia Water**

FROM: ***Clint Shealy, Assistant City Manager of Columbia Water***

SUBJECT: **Clean Water 2020 Program Update – Mr. Clint Shealy, P.E., Assistant City Manager for Columbia Water and Bryan Cully, CDM-Smith**

FUNDING SOURCE & ORIGINAL BUDGET:

FOCUS AREAS: **Innovative & High Quality Municipal Services**

ATTACHMENTS:

- 2020-09-15-CW Council Update (PDF)

Clean Water 2020 Program Progress & Updates

September 15, 2020 – Council Session

Columbia Water

Drinking Water • Wastewater • Stormwater

Attachment: 2020-09-15-CW Council Update (6204 : Clean Water 2020 Program Update)

Consent Decree

- Consent Decree Timelines, Milestones, and Progress
- Clean Water 2020 Program
- COVID-19 Impacts
- Hydraulic Capacity Concerns
- Private Sewer Laterals
- Questions

Attachment: 2020-09-15-CW Council Update (6204 : Clean Water 2020 Program Update)

CD Schedule Update

- Consent Decree signed on May 21, 2014
  - Estimated completion of required projects is 2028
- Only 2 of 18 submittals to EPA remain
  - Impacts to Infrastructure and Operations & Maintenance
  - Continue to work through implementation of all programs
- Infrastructure investments to be primarily driven by IRR, SIRR, and HMR/CAP
- CD will extend until approximately 2028 when City could make a request to EPA/DOJ to end the CD

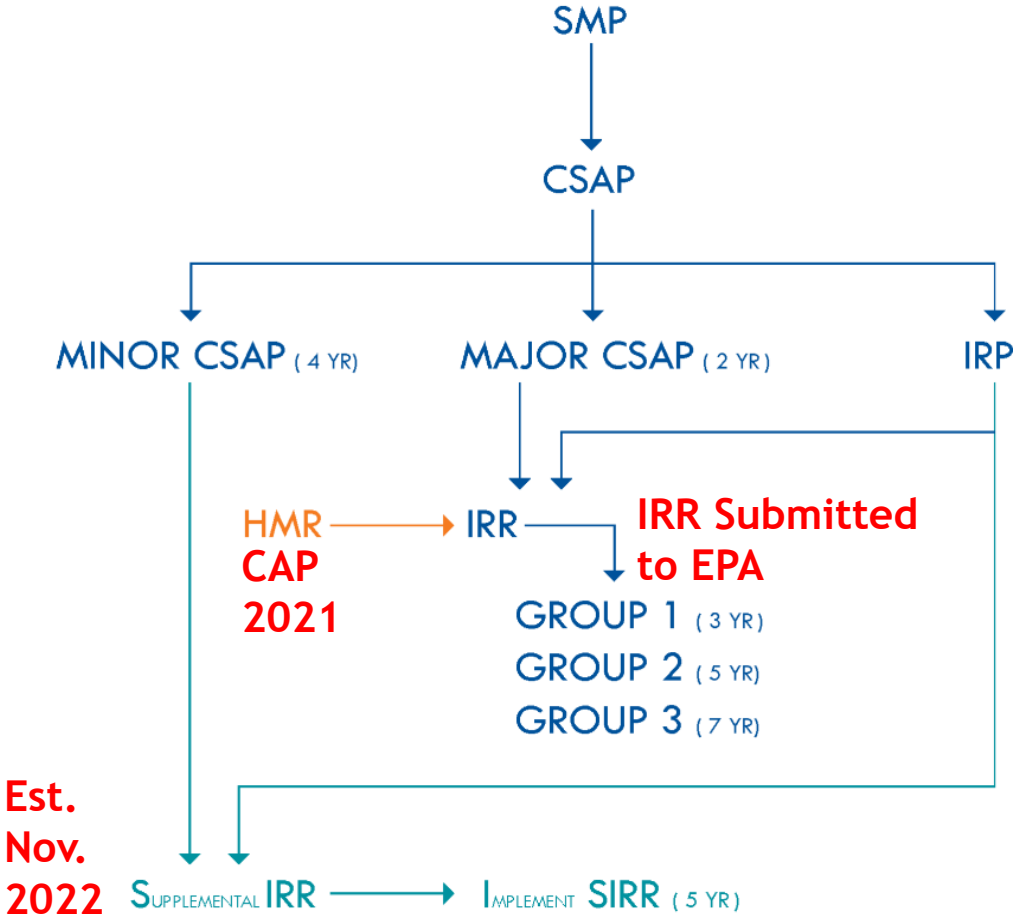
Attachment: 2020-09-15-CW Council Update (6204 : Clean Water 2020 Program Update)

CD Submittal List & Status

CD Deliverable	First Due Date	% Complete
Sewer Mapping Program (SMP)	7/21/2014	100%
CAP List (Checkbook)	8/21/2014	100%
Maintenance Management System (MMS)	5/21/2015	100%
Satellite Sewer System Agreements (SSSA)	5/21/2015	100%
Transmission System Operations and Maintenance Program (TSOMP)	5/21/2015	100%
Continuing Sewer Assessment Program (CSAP)	6/9/2015	100%
Contingency and Emergency Response Plan (CERP)	11/21/2015	100%
Gravity Sewer System Operations and Maintenance Program (GSOMP)	11/21/2015	100%
WWTP Operations Program	1/5/2016	100%
WCTS Training Program	1/5/2016	100%
Information Management System Program (IMS)	1/5/2016	100%
Financial Analysis Program	1/5/2016	100%
WWTP Training Program	5/21/2016	100%
Infrastructure Rehabilitation Program (IRP)	11/23/2016	100%
IR Report for the WCTS	11/23/2019	100%
Supplemental Environmental Project Implementation (SEP)	5/21/2019	100%
SEP - Quality Assurance Project Plan (QAPP)	7/21/2014	100%
Sewer System Hydraulic Model Report	8/23/2020	100%
Capacity Assurance Program (CAP)	*3/29/2021*	50%
Supplemental IR Report	11/23/2022	15%

Attachment: 2020-09-15-CW Council Update (6204 : Clean Water 2020 Program Update)

CD Schedule Update – Infrastructure Roadmap



Mapping Sewer System

Inspecting & Assessing Condition of Major & Minor Portions of Sewer System

Major & Minor Projects to Improve Sewer System

Attachment: 2020-09-15-CW Council Update (6204 : Clean Water 2020 Program Update)

CD Infrastructure Projects

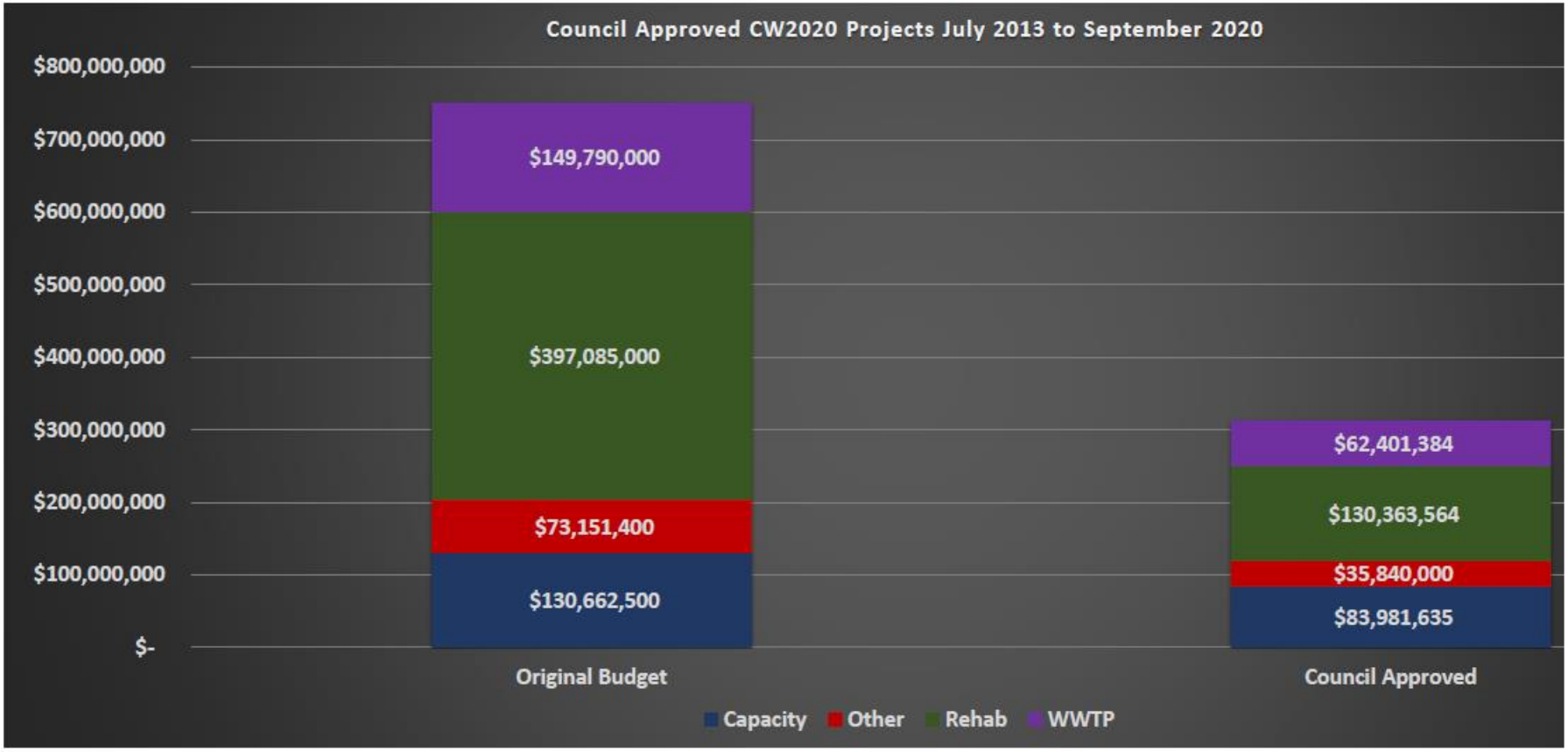
- IRR and SIRR projects will have fixed deadlines
  - Fines for late projects
  - City has started a portion of these projects already

- Capacity improvement projects do not have deadlines, but could trigger capacity limitations (moratoriums)

- CIP funding levels will be critical to meet the consent decree requirements to avoid fines and minimize capacity limitations (moratoriums)

Attachment: 2020-09-15-CW Council Update (6204 : Clean Water 2020 Program Update)

Council Approved CW2020 Projects



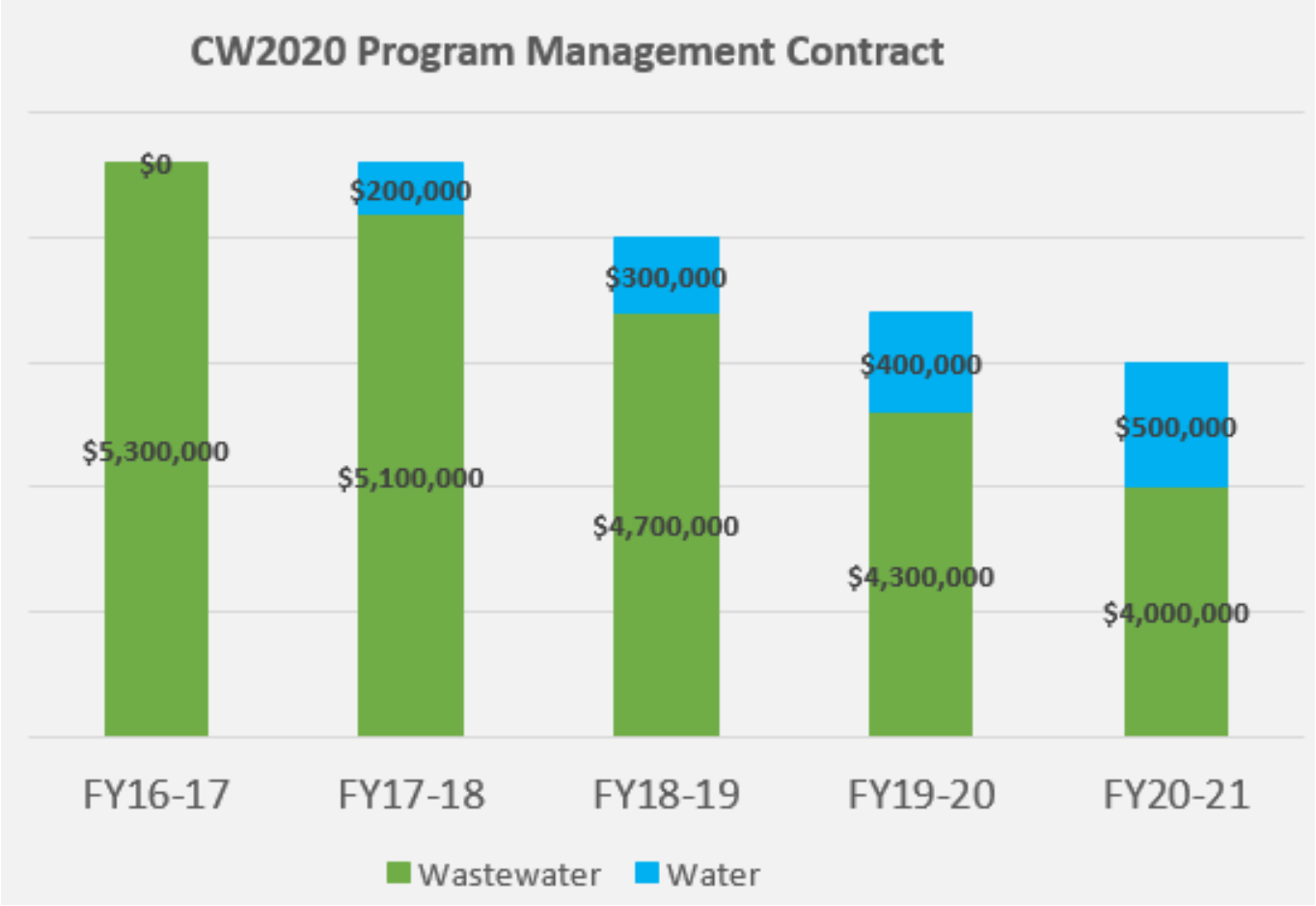
Attachment: 2020-09-15-CW Council Update (6204 : Clean Water 2020 Program Update)

Clean Water 2020 – Consultant Support

- CDM Smith is the City's Program Manager
  - Agenda item for authorization for the 9th year of an 11-year contract
- Ramping Down
  - Operations and Management (O&M) support
- Ramping Up or Holding Steady
  - Project management support (70 active projects)
  - Rehabilitation planning, master planning, supplemental staff
  - Water Distribution improvements (O&M, CMMS, mapping, asset management)

Attachment: 2020-09-15-CW Council Update (6204 : Clean Water 2020 Program Update)

Clean Water 2020 Consultant Support



Attachment: 2020-09-15-CW Council Update (6204 : Clean Water 2020 Program Update)

Clean Water 2020 – Subconsultant Usage

- CDM Smith has utilized 10 different subconsultants
  - $9M paid to subconsultants, 25% commitment
- 8 have local offices
- 9 are DBE firms
- 5 are Minority Owned
- 7 are Woman Owned
- Clean Water 2020 has committed to supporting and building up several local DBE firms

Attachment: 2020-09-15-CW Council Update (6204 : Clean Water 2020 Program Update)

COVID-19 Impacts

- Preparing Force Majeure request to EPA
- Staffing impacts have been significant
- Budgetary impacts to CIP, total impacts not yet clear
- Future request may be needed for long lasting impacts

Attachment: 2020-09-15-CW Council Update (6204 : Clean Water 2020 Program Update)

Hydraulic Capacity – Wastewater

- Recently submitted the Hydraulic Model Report
- Capacity Assurance Program (CAP) due in early 2021
  - Consent Decree strictly defines wastewater system capacity
  - CAP approval criteria change after EPA approval of the CAP submittal
  - Collection system Hydraulic Model, created by a consultant, determines if capacity is available
- Wet-weather SSOs resulting from a less than 2-year event will restrict capacity further
- Based on updated projections, capacity limitations (moratoriums) may occur in portions of the system under the new CAP criteria

Attachment: 2020-09-15-CW Council Update (6204 : Clean Water 2020 Program Update)

Defective Private Sewer Laterals

- Consent Decree requires notification to property owners when a defective private lateral is discovered during sewer system condition assessment
  - Defective laterals allow groundwater to enter the system and take up valuable capacity
  - Current policy contains no punitive measures
- A second round of letters is expected to be ready in the coming weeks
- Will bring you additional information soon

Attachment: 2020-09-15-CW Council Update (6204 : Clean Water 2020 Program Update)

Sanitary Sewer Overflow Update

- Overall volume trend continues to be down
- Extremely wet Dec ‘19 – Feb ‘20 led to high SSO count
- Frequency is generally consistent, with many SSOs being low volume
- Project to remedy Lake Katherine wet-weather overflow location is continuing toward completion

Attachment: 2020-09-15-CW Council Update (6204 : Clean Water 2020 Program Update)

Questions / Discussion

Columbia Water

Drinking Water • Wastewater • Stormwater

Attachment: 2020-09-15-CW Council Update (6204 : Clean Water 2020 Program Update)

We Are Columbia

MEETING DATE:	**September 15, 2020**
DEPARTMENT:	**Governmental Affairs / Special Projects**
FROM:	***Whanna Bouknight, Administrator***
SUBJECT:	**Council is asked to approve a Professional Services Agreement for State Lobbying Services, as requested by the Office of Governmental Affairs. Award to Kyle Michel Law Firm, LLC in an amount not to exceed $72,000. This firm is located in Columbia, SC.**
FUNDING SOURCE & ORIGINAL BUDGET:	**Funding Source: Governmental Affairs (1011103-636600). The original budget amount is $72,000.**
CLEAN WATER 2020?:	**No**
FOCUS AREAS:	**Connecting Our Community, Innovative & High Quality Municipal Services**

ATTACHMENTS:

- Kyle Michael Law Firm Lobbying Contract (PDF)

CITY OF COLUMBIA
SOUTH CAROLINA

MEMORANDUM

TO: Legal Review

FROM: Whanna Bouknight, Governmental Affairs

SUBJECT: (Kyle Michel Law Firm)

DATE: August 25, 2020

RE: Kyle Michel's Lobbying Contract

Attached please find (describe document)

This is submitted (check only one)

___ (1) For your information

__X_ (2) For your staff=s review and comment

___ (3) Other: (specify reason/action requested)

If the attached is a draft contract, RFP or RFQ, I verify that I have reviewed the document and am satisfied with the business terms set forth therein, or have concerns with the terms, which I have noted. I have corrected all spelling and grammar errors.

The attached requires an (ordinance/resolution) in which we are requesting, please sent to the City Clerk for placement on Council's (date) agenda. By copy of this memo, we are advising the City Clerk of this request.

Please let me have your response at a suitable time.

Attachment: Kyle Michael Law Firm Lobbying Contract (6201 : FY 2020-2021 Kyle Michel Lobbying Contract)

Kyle Michel LAW FIRM

June 8, 2020

Ms. Teresa Wilson
City Manager
City of Columbia
1737 Main St.
Columbia, SC 29201

Dear Teresa:

We have enjoyed representing the City of Columbia at the Statehouse for the past eight sessions and appreciate the opportunity to continue this work later this year and in the coming year. I am writing this letter to provide an overview of our work on behalf of the City.

Our annual legislative work begins well before the legislative session, as we track expected legislation, participate in Municipal Association listening meetings, and discuss with City staff issues we expect to arise at the Statehouse. In December, at pre-filing, we begin our annual process of reviewing all legislation introduced, identifying those bills that could affect the City. We continue this thorough process during the entire session, providing weekly written, custom reports to the City on the status of all legislation we are following for the City.

For legislation identified by the City as priority, we attend subcommittee and full committee meetings to communicate to legislators the City's positions and interests in the bills. We maintain a daily presence in the lobby at the State House during session, interacting with legislators and fellow lobbyists to advance the City's positions. We also participate in individual meetings with legislators to advance the City's positions on priority legislation. We do this work in concert with you and your legislative affairs staff to ensure seamless communications between you, City staff and legislators on our issues.

Beyond the time we spend reviewing and reporting on legislation, and the time we spend at the State House, we communicate regularly with City staff to answer questions on legislation and to hear their concerns with legislation, so that we can effectively communicate these concerns with legislators. We also participate regularly in Municipal Association partner legislative meetings and attend the Municipal Association's annual meeting in the summer. When a specific issue arises with a state agency, we work with City staff and the state agency to address the issue.

Attachment: Kyle Michael Law Firm Lobbying Contract (6201 : FY 2020-2021 Kyle Michel Lobbying Contract)

We prepare pre- and post-session reports for City Council and assist you in answering questions Council members have regarding state legislation and state issues. We attend City Council meetings to be available to you and Council members to answer questions on state government matters and to follow City issues so that we are able to answer questions legislators and other state officials have on City matters as we interact with them.

Throughout the year, we work with legislators, City staff and state offices to identify, secure and draw-down state funding for City projects. These projects range from transportation infrastructure to water/sewer special projects to recreation amenities, and other similar investmentss on behalf of the citizens of Columbia. Our office assists in navigating the processes required for funding approval and successful completion of the projects.

In summary, our work for the City is centered on legislation and advancing the City's many interests at the Statehouse. However, our work is much more expansive than just lobbying and legislation because of the City's broad interests and its intimate relationship with state government. We appreciate the opportunity to represent the City of Columbia and look forward to continuing this work together in the coming year.

Best regards,

Kyle G. Michel
michellawfirm.com

Attachment: Kyle Michael Law Firm Lobbying Contract (6201 : FY 2020-2021 Kyle Michel Lobbying Contract)

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)

CONTRACT FOR PROFESSIONAL SERVICES

THIS AGREEMENT entered into this _____ day of July, 2020, between The City of Columbia (hereinafter called the "City"), its successors and assigns, and Kyle Michel Law Firm, LLC (hereinafter called the "Contractor").

WITNESSETH:

WHEREAS, the City desires to retain the services of the Contractor.

NOW, THEREFORE, the parties hereto do mutually agree as follows:

1. CONTRACT FOR SERVICES

The City hereby engages the Contractor and the Contractor hereby agrees to perform the services hereafter set forth.

2. SCOPE OF SERVICES AND TIME OF PERFORMANCE

The Contractor shall in a satisfactory and proper manner as determined by the City perform tasks necessary to complete the projects as outlined in Appendix A, attached hereto. The Contractor 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 Contractor determines is most effective and efficient without any City control over the details of Contractor's performance.

3. METHOD OF PAYMENT

____ A. It is agreed that in no event will the total compensation to be paid hereunder exceed the maximum sum as specified in Appendix B, Budget, attached hereto.

____ B. Payment shall be made for work performed every four weeks and no later than by Thursday of the following week after the fourth week.

4. FINDINGS CONFIDENTIAL

All of the reports, information, data, records or documents of any kind, prepared or assembled by the Contractor under this Contract are confidential and the Contractor agrees that they shall not be made available to any individual or organization without the prior written approval of the City.

Attachment: Kyle Michael Law Firm Lobbying Contract (6201 : FY 2020-2021 Kyle Michel Lobbying Contract)

5. ACCESS TO RECORDS

The Contractor 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.

6. 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 Contractor.

7. 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 Contract 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, Appendix B, Budget or schedule of, the activities to be undertaken as part of the Contract, such modifications will be incorporated only by written amendment signed by both parties.

8. ASSIGNABILITY/SUBCONTRACTING

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

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

9. INDEPENDENT CONTRACTOR

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 Contractor shall at all times remain an independent contractor 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.

Attachment: Kyle Michael Law Firm Lobbying Contract (6201 : FY 2020-2021 Kyle Michel Lobbying Contract)

10. TERMINATION OF CONTRACT FOR CAUSE

If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner these obligations under this Contract, or if the Contractor 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 Contractor 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 Contractor 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 Contractor and the City may withhold any payments to the Contractor until such time as the exact amount of damages due to the City from the Contractor is determined.

11. TERMINATION FOR CONVENIENCE OF THE CITY

The City may terminate this Contract at any time by giving written notice to the Contractor 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.

12. INTEREST OF CONTRACTOR

The Contractor covenants that Contractor 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 Contractor further covenants that in the performance of this Contract no person having such interest shall be employed.

The Contractor is expected to make Contractor'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 Contractor 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.

13. 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, or national origin. The Contractor shall take affirmative action to insure that applicants for employment, without regard to their race, creed, color, religion, ancestry, sex, 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

Attachment: Kyle Michael Law Firm Lobbying Contract (6201 : FY 2020-2021 Kyle Michel Lobbying Contract)

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 requirements in all subcontracts for program work.

14. 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.

15. COMPLIANCE WITH LOCAL LAWS

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

16. PERSONNEL

All of the services required hereunder shall be performed by the Contractor 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 Contractor represents that Contractor has, or will secure at Contractor's own expense, all personnel required in performing the services under the Contract.

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

WITNESSES AS TO CITY: CITY OF COLUMBIA

_____ BY: _____

_____ TITLE: _____

APPROVED AS TO FORM

Legal Department City of Columbia

8/31/20

WITNESSES AS TO CONTRACTOR: CONTRACTOR

_____ BY: _____

_____ TITLE: _____

Attachment: Kyle Michael Law Firm Lobbying Contract (6201 : FY 2020-2021 Kyle Michel Lobbying Contract)

Contract for Professional Services
City of Columbia – Kyle Michel Law Firm
Appendix A

Scope of Services

Contractor will work at the direction of the City Manager to develop and implement an annual state government legislative strategy. Contractor will lead legislative monitoring and provide weekly legislative reports on the status of priority legislation during session. Contractor will represent the City at the Statehouse continuously during session, as directed by the City Manager. Contractor will provide a report to City Council at the beginning and end of each legislative session. Finally, Contractor will assist the City Manager and staff in responding to needs involving state government information or action so that the City's state government affairs activities are coordinated and aligned. Specific work items include:

1. Leading the state legislative monitoring process, including reviewing all legislation introduced and identifying legislation that could impact the City;
2. Researching and analyzing identified legislation and bringing such legislation to the City Manager's attention for discussion of how the City would like to address the legislation;
3. Providing legislative strategy and advice to the City Manager on identified priority legislative items;
4. During session, providing the City Manager a weekly written legislative report on the status of all legislation monitored by the City for distribution to City staff;
5. Working with City staff to manage the process for presenting state issues to City Council members and staff, and managing how feedback from Council and staff is received and acted upon;
6. Maintaining a regular presence at the Statehouse during session to communicate with legislators on an ongoing basis the City's positions on priority legislation;
7. Preparing information and advocacy materials for legislators, in coordination with the City Manager and staff, and disseminating such information at the City's direction;
8. Working with the Municipal Association of South Carolina to advance positions of priority to the City at the Statehouse;
9. Providing a pre-session report to City Council on issues expected to be address and proposing City positions for Council members to discuss take action on;
10. Providing a post-session report to City Council that shows accomplishments during session and final disposition of priority City issues;
11. Arranging, and participating in, meetings with City officials and legislators and/or executive branch officials to discuss City issues, as requested;
12. Working with the City Manager and staff to communicate City positions on state issues to other regional governments, as appropriate;
13. Advising the City Manager and staff on media and public relations issues related to state government matters, as requested;

Attachment: Kyle Michael Law Firm Lobbying Contract (6201 : FY 2020-2021 Kyle Michel Lobbying Contract)

14. Assisting the City Manager in addressing state government matters that need to be addressed at the request of City Council members, City staff, or state government officials;
15. Attending City Council meetings to report on state government issues, as requested.

Contractor will work at the direction of the City Manager. Contractor will conference with the City Manager and staff on a regular basis to report on the status of Contractor's work and to discuss action items for Contractor and the City. Written reports, other than weekly legislative reports during session, will be available upon request.

Contractor will register as a lobbyist with the South Carolina State Ethics Commission ("Ethics Commission") for the City and the City will register as a lobbyist principal for the Contractor. Contractor will manage the registration and reporting process for itself and the City. The City will approve all reports filed by Contractor on its behalf at the Ethics Commission.

Time of Performance

This Agreement covers work performed by Contractor for the City between July 1, 2020 and June 30, 2021.

Attachment: Kyle Michael Law Firm Lobbying Contract (6201 : FY 2020-2021 Kyle Michel Lobbying Contract)

Contract for Professional Services
City of Columbia – Kyle Michel Law Firm
Appendix B

The Budget for the performance of services described in the Agreement will be seventy-two thousand dollars ($72,000), payable in monthly increments of six thousand dollars ($6,000).

Contractor will pay for Contractor's annual lobbyist registration for the City. Contractor will not invoice the City for out-of-pocket expenses.

Attachment: Kyle Michael Law Firm Lobbying Contract (6201 : FY 2020-2021 Kyle Michel Lobbying Contract)

List of clients with whom there could be potential conflict with the City of Columbia.

The following clients of Contractor have interests before the City of Columbia. Contractor has discussed with each of these clients that Contractor will not represent their interests before the City, including City instrumentalities.

1. EngenuitySC

2. Historic Columbia Foundation

Attachment: Kyle Michael Law Firm Lobbying Contract (6201 : FY 2020-2021 Kyle Michel Lobbying Contract)

We Are Columbia

MEETING DATE:	**September 15, 2020**
DEPARTMENT:	**Governmental Affairs / Special Projects**
FROM:	***Whanna Bouknight, Administrator***
SUBJECT:	**Council is asked to approve a Professional Services Agreement for Federal Lobbying Services, as requested by the Office of Governmental Affairs. Award to CapitalEdge Strategies, LLC in an amount not to exceed $78,750.00. This firm is located in Washington, DC.**
FUNDING SOURCE & ORIGINAL BUDGET:	**Funding Source: Governmental Affairs (1011103-636600). The original budget amount is $78,750.00.**
CLEAN WATER 2020?:	**No**
FOCUS AREAS:	**Connecting Our Community**

ATTACHMENTS:

- CapitalEdge Contract (PDF)

CITY OF COLUMBIA
SOUTH CAROLINA

MEMORANDUM

TO: Legal Review

FROM: Whanna Bouknight, Governmental Affairs

SUBJECT: (CapitalEdge Strategies, LLC)

DATE: August 25, 2020

RE: Ralph Garboushian's Lobbying Contract

Attached please find (describe document)

This is submitted (check only one)

___ (1) For your information

__X_ (2) For your staff=s review and comment

___ (3) Other: (specify reason/action requested)

If the attached is a draft contract, RFP or RFQ, I verify that I have reviewed the document and am satisfied with the business terms set forth therein, or have concerns with the terms, which I have noted. I have corrected all spelling and grammar errors.

The attached requires an (ordinance/resolution) in which we are requesting, please sent to the City Clerk for placement on Council's (date) agenda. By copy of this memo, we are advising the City Clerk of this request.

Please let me have your response at a suitable time.

Attachment: CapitalEdge Contract (6202 : FY 2021 CapitalEdge Lobbying Contract)

June 4, 2020

Ms. Teresa Wilson
City Manager
City of Columbia
1727 Main Street
Columbia SC 29201
Via email: whanna.bouknight@columbiasc.gov

Dear Ms. Wilson:

I appreciate the opportunity to work with the City of Columbia to advance the City's federal agenda and look forward to continuing that work in the coming year. A proposed contract for July 1, 2020 through June 30, 2021 is attached. The proposed scope of services and cost are the same as the current contract.

Over the past year, major federal issues for the City of Columbia included transportation, disaster assistance, funding for core local government programs, and COVID-19 relief efforts. In addition, Mayor Benjamin's leadership role with the US Conference of Mayors and his other leadership roles have put the City in the forefront of these and a wide array of other issues, including municipal finance, energy security, and the environment. Over the past contract year, we assisted the Mayor with testimony before several House committees and assisted his efforts to advance Columbia and national local government priorities.

A major focus of our continued to be disaster recovery, working with FEMA and the congressional delegation to obtain assistance and with the congressional delegation on reforms to federal disaster assistance programs. Other ongoing federal issues include:

- Funding for core local government grant programs,
- Railroad quiet zones and Assembly Street grade separation,
- Potential Defense Department realignment,
- Passenger rail service to Columbia,
- Assistance for City projects, grant applications and general troubleshooting, and
- Addressing a tax code provision that hampers recruitment of volunteer firefighters.

Attachment: CapitalEdge Contract (6202 : FY 2021 CapitalEdge Lobbying Contract)

These issues and others will continue to present Columbia with opportunities and challenges in the coming year, especially reauthorization of federal surface transportation programs and COVID-19 relief and economic stimulus efforts.

It is an honor and a pleasure to work with you, Mayor Benjamin, the City Council, and City staff and all of us at CapitalEdge look forward to continuing to work with you and your team.

Cordially,

Ralph Garboushian

Attachment: CapitalEdge Contract (6202 : FY 2021 CapitalEdge Lobbying Contract)

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

THIS AGREEMENT entered into this 1st day of July 2020 between The City of Columbia (hereinafter called the "City") and CapitalEdge Strategies, LLC (hereinafter called the "Professional").

W I T N E S S E T H:

WHEREAS, the City desires to retain the services of the Professional;

NOW, THEREFORE, THE parties hereto do mutually agree as follows:

1. EMPLOYMENT OF PROFESSIONAL

The City hereby engages the Professional and the Professional hereby agrees to perform the services hereafter set forth.

2. SCOPE OF SERVICES AND TIME OF PERFORMANCE

The Professional shall in a satisfactory and proper manner as determined by the City perform tasks necessary to complete the projects as outlined in Appendix A, attached hereto.

The service of the Professional is to commence as set forth in Appendix A.

3. METHOD OF PAYMENT

A. It is agreed that in no event will the total compensation to be paid hereunder exceed the maximum sum as specified in Appendix A.

B. Payment shall be made as follows: $78,750.00; Payable in monthly installments of $6,562.50.00 thru June 30, 2021, plus reimbursable expenses not to exceed $5,000.00.

C. Final payment will be made as follows: The last payment will be made during the month of June 2021 representing services for that month.

D. Periodic payments and final payment shall be made as prescribed in Appendix A.

Attachment: CapitalEdge Contract (6202 : FY 2021 CapitalEdge Lobbying Contract)

4. FINDINGS CONFIDENTIAL

All of the reports, information, data, records or documents of any kind, prepared or assembled by the Professional under this Contract are confidential and the Professional agrees that they shall not be made available to any individual or organization without the prior written approval of the City.

5. ACCESS TO RECORDS

The Professional shall make available for examination all of its records with respect to all matters covered by this Contract for the purpose to audit, examine, accept and transcribe from such records, and to make audit of contracts, invoices, materials, payrolls, record of personnel, conditions of employment and other data relating to all matters covered by this Contract to the City of Columbia. All such records shall be maintained on file by the Professional, for a period not to exceed three (3) years after receipt of final payment under this Contract.

6. COPYRIGHT

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

7. AMENDMENTS

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 parties.

8. ASSIGNABILITY/SUBCONTRACTING

The Professional 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 Professional shall be as fully responsible to the City for the acts and omission of his sub-professionals, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.

The Professional shall furnish and cause each of its Sub-Professionals to furnish all

Attachment: CapitalEdge Contract (6202 : FY 2021 CapitalEdge Lobbying Contract)

information and reports required hereunder and will permit access to its books, records and accounts by the City.

9. INDEPENDENT CONTRACTOR

Nothing contained in this agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The professional shall at all times remain an independent contractor with respect to the services to be performed under this agreement. The City shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers Compensation Insurance.

10. TERMINATION OF CONTRACT FOR CAUSE

If, through any cause, the Professional shall fail to fulfill in a timely and proper manner these obligations under this Contract, or if the Professional 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 Professional 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 Professional 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 Professional and the City may withhold any payments to the Professional for the purposes of setoff until such time as the exact amount of damages due to the City from the Professional is determined.

11. TERMINATION FOR CONVENIENCE OF THE CITY

The City may terminate this Contract at any time by giving written notice to the Professional of such termination and specifying the effective date thereof, at least sixty (60) 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.

12. INDEMNIFICATION, HOLD HARMLESS AND INSURANCE

The Professional shall hold harmless, defend and indemnify the City from any and all claims, actions, suits, charges and judgments whatsoever that arise out the Professional's performance or nonperformance of the services or subject matter called for in this agreement.

The Professional shall maintain commercial liability insurance at all times during the

Attachment: CapitalEdge Contract (6202 : FY 2021 CapitalEdge Lobbying Contract)

performance of this Contract. Insurance shall be maintained in the aggregate amount of $1 Million Dollars. The City of Columbia shall be named as an additional insured on the insurance policy, and a certificate reflecting same shall be filed with the City Manager's office.

13. INTEREST OF PROFESSIONAL

The Professional covenants that he 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 of Columbia. The Professional further covenants that in the performance of this Contract no person having such interest shall be employed.

The Professional 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 Professional 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.

14. EQUAL EMPLOYMENT OPPORTUNITY

In carrying out the program, the Professional shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Professional shall take affirmative action to insure that applicants for employment, without regard to their race, creed, color, religion, ancestry, sex, 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 Professional 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 Professional shall state that it is an Equal Opportunity or Affirmative Action employer and all qualified applicants 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 Professional will incorporate requirements in all subcontracts for program work.

15. SEVERABILITY

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

Attachment: CapitalEdge Contract (6202 : FY 2021 CapitalEdge Lobbying Contract)

16. COMPLIANCE WITH LOCAL LAWS

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

17. PERSONNEL

All of the services required hereunder shall be performed by the Professional 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 Professional represents that he/she has, or will secure at his/her own expense, all personnel required in performing the services under the Contract.

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

WITNESSES AS TO CITY:

_____

_____

CITY OF COLUMBIA

By: _____
Teresa Wilson
Its: City Manager

WITNESSES AS TO PROFESSIONAL:

_____

_____

Federal ID NO.: 27-0248027

CAPITALEDGE STRATEGIES, LLC

By: _____
Ralph Garboushian
Its: Managing Member

APPROVED AS TO FORM

Legal Department City of Columbia, SC

8/31/20

Attachment: CapitalEdge Contract (6202 : FY 2021 CapitalEdge Lobbying Contract)

APPENDIX A

AGREEMENT
BETWEEN THE CITY OF COLUMBIA
AND
CAPITALEDGE STRATEGIES, INC.
1212 NEW YORK AVENUE, NW - SUITE 250
WASHINGTON, DC 20005

The Professional, Ralph Garboushian, shall perform the contract activities from July 1, 2020 to June 30, 2021 as outlined below and will be compensated according to the payment schedule below. Total compensation will not exceed $78,750.00 for 12 months plus reimbursable expenses not to exceed $5,000.00. Total contract cost shall not exceed $83,750.00.

Scope of Services

A. Professional will organize and operate a Washington office for the City and will operate as the City's Washington Assistant under the supervision of the City Manager. In this capacity the Professional will undertake the following tasks on an ongoing basis:

1. Operate a unit to act as a Washington Office for the City. Professional will be responsible for obtaining and furnishing requisite staff, office space, utilities, furnishings, and equipment, secretarial services, common-use office supplies and services, and general administrative support;

2. Confer with the City Manager and such other personnel as the City Manager may designate at the times and places mutually agreed to by the City Manager on all organizational planning and program activities which have a bearing on the ability of the City to make the best use of federal aid programs; and act as a Washington Assistant to the City of Columbia;

3. Review federal executive proposals; legislation under consideration, proposed and adopted administrative rules and regulations and other Washington developments for the purpose of advising the City on her initiative of those items which may have a bearing on City policy or programs;

4. Advise and consult on behalf of the City with the White House and the following federal agencies or departments, Commerce, SBA, Treasury, HUD, DOD, Labor, HHS, OMB, DOT, EPA, Interior, Justice, DOE and such other agencies, departments and commissions as may be necessary to the performance of full Washington service to the City Manager and the City. Additionally, the Professional will act as a liaison with the U.S. Conference of Mayors and the National League of Cities, and will furnish legislative and

Attachment: CapitalEdge Contract (6202 : FY 2021 CapitalEdge Lobbying Contract)

administrative analyses of issues involving any and all of the above enumerated agencies and departments;

5. Secure and furnish such detailed information as may be available on federal programs in which the City indicates an interest;

B. The City of Columbia and the Professional concur that the following exclusions shall apply to this Agreement. The Professional:

1. Will not represent commercial or industrial establishments of the City in pursuit of federal business;

2. Will not, by virtue of this Agreement, represent other local government agencies in Columbia except those which are instrumentalities or agencies of the City of Columbia;

3. Will not perform any legal, engineering, accounting or other similar professional service;

4. Will not directly or indirectly participate in or intervene in any local political campaign on behalf of or in opposition to any local candidate for public office in the City.

Note: The cost of service will be $78,750.00 for twelve months payable in advance in equal monthly installments of $6,526.50 commencing July 1, 2020 or upon City Council approval of this contract, whichever is later. In addition, a maximum of $5,000.00 is allowed for reimbursable expenses incurred.

Attachment: CapitalEdge Contract (6202 : FY 2021 CapitalEdge Lobbying Contract)

We Are Columbia

MEETING DATE:	**September 15, 2020**
DEPARTMENT:	**Columbia-Richland 911 Communications**
FROM:	***Jacquelyn Richburg, Director***
SUBJECT:	**Council is asked to approve a Contract Renewal for Emergency Notification System Services for Fiscal Year 2020/2021, as requested by Columbia-Richland 911 Communications. Award to Everbridge Systems in the amount of $79,275.00. This firm is located in Columbia, SC.**
REQUISITION NO.:	**R207123**
FUNDING SOURCE & ORIGINAL BUDGET:	**Funding Source: City Account (1012701-638200) $39,637.50 and County Account (2082702-638200) $39,637.50. The original budget amount is $79,275.00.**
CLEAN WATER 2020?:	**No**
FOCUS AREAS:	**Economic Prosperity - Endless Possibilities**

ATTACHMENTS:

- Memo to ACM Simons - APPROVED (PDF)
- Memo to CM Wilson - LEGAL APPROVED (PDF)
- Memo to CM Wilson - APPROVED (PDF)

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: Henry Simons, Assistant City Manager

FROM: Jacquelyn Richburg, CRC 911 Interim Director

DATE: 8/14/2020

RE: 2020/2021 Everbridge Emergency Notification System Renewal Service Agreement

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Please find attached for your review and approval the 2020/2021 Everbridge Emergency Notification System Renewal Service Agreement between the City of Columbia and Everbridge Systems.

This agreement will continue service through August 31, 2021 and is jointly funded (50/50 split) with Richland County:

City Account 1012701	Object Code 638200	$39,637.50
County Account 2082702	Object Code 638200	$39,637.50

Total Cost: $79,275.00

Thank you for your kind consideration in this matter.

/Attachments

JR/fn

Attachment: Memo to ACM Simons - APPROVED (6158 : 2020/2021 Everbridge Mass Notification System Renewal)

everbridge®

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

Attachment: Memo to ACM Simons - APPROVED (6158 : 2020/2021 Everbridge Mass Notification System Renewal)

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:**

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!

Attachment: Memo to ACM Simons - APPROVED (6158 : 2020/2021 Everbridge Mass Notification System Renewal)

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.

Attachment: Memo to ACM Simons - APPROVED (6158 : 2020/2021 Everbridge Mass Notification System Renewal)

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://mmaglobal.com/policies/code-of-conduct.

Attachment: Memo to ACM Simons - APPROVED (6158 : 2020/2021 Everbridge Mass Notification System Renewal)

everbridge

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.

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Attachment: Memo to ACM Simons - APPROVED (6158 : 2020/2021 Everbridge Mass Notification System Renewal)

Attachment: Memo to ACM Simons - APPROVED (6158 : 2020/2021 Everbridge Mass Notification System Renewal)

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 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.

Attachment: Memo to ACM Simons - APPROVED (6158 : 2020/2021 Everbridge Mass Notification System Renewal)

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' sole discretion. Termination for non-payment shall not relieve Customer' of its responsibilities under this Agreement including, but not limited to, its obligation to the 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

Attachment: Memo to ACM Simons - APPROVED (6158 : 2020/2021 Everbridge Mass Notification System Renewal)

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 supersedes 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 REFEFRENCE 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 CONSITUTE 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.

15.11 **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

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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: _____

Print Name: MARIE-LAURE LEGLISE

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: _____

Print Name: Steven A. Gantt

Title: City Manager

Date: 5/29/12

Customer's address for legal notices:
City of Columbia Information Technology
1901 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: 8037374210

APPROVED BY
CITY OF COLUMBIA
LEGAL DEPT.

REVSA1+2OPTYR030812

Attachment: Memo to ACM Simons - APPROVED (6158 : 2020/2021 Everbridge Mass Notification System Renewal)

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 _____

Title V.P. of Finance

Date 7/16/14

CUSTOMER: City of Columbia

By _____

Title City Manager

Date 6/25/2014

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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.

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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, CRC 911 Interim Director

DATE: 8/24/2020

RE: 2020/2021 Everbridge Emergency Notification System Renewal Service Agreement

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Please find attached for your review and approval the 2020/2021 Everbridge Emergency Notification System Renewal Service Agreement between the City of Columbia and Everbridge Systems.

This agreement will continue service through August 31, 2021 and is jointly funded (50/50 split) with Richland County:

City Account 1012701	Object Code 638200	$39,637.50
County Account 2082702	Object Code 638200	$39,637.50

Total Cost: $79,275.00

Thank you for your kind consideration in this matter.

/Attachments

JR/fn

Attachment: Memo to CM Wilson - LEGAL APPROVED (6158 : 2020/2021 Everbridge Mass Notification System Renewal)

Attachment: Memo to CM Wilson - LEGAL APPROVED (6158 : 2020/2021 Everbridge Mass Notification System Renewal)

everbridge®

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

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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. 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:**

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!

APPROVED AS TO FORM

Legal Department City of Columbia, SC

8/24/20

Attachment: Memo to CM Wilson - LEGAL APPROVED (6158 : 2020/2021 Everbridge Mass Notification System Renewal)

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.

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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://mmaglobal.com/policies/code-of-conduct.

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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.

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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 140 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.

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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 6 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 _____

Title VP of Finance

Date 7/16/14

CUSTOMER: City of Columbia

By _____

Title City Manager

Date 6/25/2014

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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: _____

Print Name: MARIE-LAURE LEGLISE

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: _____

Print Name: Steven A. Gantt

Title: City Manager

Date: 5/28/12

Customer's address for legal notices:
City of Columbia Information Technology
1901 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: 8037374210

APPROVED BY.
CITY OF COLUMBIA
LEGAL DEPT.

REVSA1+2OPTYR030812

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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 supersedes 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 REFEFRENCE 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 CONSITUTE 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.

15.11 **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

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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' sole discretion. Termination for non-payment shall not relieve Customer' of its responsibilities under this Agreement including, but not limited to, its obligation to the 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

Attachment: Memo to CM Wilson - LEGAL APPROVED (6158 : 2020/2021 Everbridge Mass Notification System Renewal)

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 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.

Attachment: Memo to CM Wilson - LEGAL APPROVED (6158 : 2020/2021 Everbridge Mass Notification System Renewal)

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, CRC 911 Interim Director

DATE: 8/24/2020

RE: 2020/2021 Everbridge Emergency Notification System Renewal Service Agreement

---

Please find attached for your review and approval the 2020/2021 Everbridge Emergency Notification System Renewal Service Agreement between the City of Columbia and Everbridge Systems.

This agreement will continue service through August 31, 2021 and is jointly funded (50/50 split) with Richland County:

City Account 1012701	Object Code 638200	$39,637.50
County Account 2082702	Object Code 638200	$39,637.50

Total Cost: $79,275.00

Thank you for your kind consideration in this matter.

/Attachments

JR/fn

Attachment: Memo to CM Wilson - APPROVED (6158 : 2020/2021 Everbridge Mass Notification System Renewal)

everbridge®

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

Attachment: Memo to CM Wilson - APPROVED (6158 : 2020/2021 Everbridge Mass Notification System Renewal)

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:**

Name (Print): _____ **Title:** _____

To accept this quote, sign, date and return:

Signature: Teresa Wilson **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

Attachment: Memo to CM Wilson - APPROVED (6158 : 2020/2021 Everbridge Mass Notification System Renewal)

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.

Attachment: Memo to CM Wilson - APPROVED (6158 : 2020/2021 Everbridge Mass Notification System Renewal)

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://mmaglobal.com/policies/code-of-conduct.

Attachment: Memo to CM Wilson - APPROVED (6158 : 2020/2021 Everbridge Mass Notification System Renewal)

everbridge

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.

© Everbridge, Inc. Confidential & Proprietary

Attachment: Memo to CM Wilson - APPROVED (6158 : 2020/2021 Everbridge Mass Notification System Renewal)

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 140 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.

Attachment: Memo to CM Wilson - APPROVED (6158 : 2020/2021 Everbridge Mass Notification System Renewal)

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 6 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 _____

Title VP of Finance

Date 7/16/14

CUSTOMER: City of Columbia

By _____

Title City Manager

Date 6/25/2014

Attachment: Memo to CM Wilson - APPROVED (6158 : 2020/2021 Everbridge Mass Notification System Renewal)

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: _____

Print Name: MARIE-LAURE LEGLISE

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: _____

Print Name: Steven A. Gantt

Title: City Manager

Date: 5/28/12

Customer's address for legal notices:
City of Columbia Information Technology
1737 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: 8037374210

APPROVED BY.
CITY OF COLUMBIA
LEGAL DEPT.

REVSA1+2OPTYR030812

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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 supersedes 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 REFEFRENCE 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 CONSITUTE 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.

15.11 **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

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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' sole discretion. Termination for non-payment shall not relieve Customer' of its responsibilities under this Agreement including, but not limited to, its obligation to the 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

Attachment: Memo to CM Wilson - APPROVED (6158 : 2020/2021 Everbridge Mass Notification System Renewal)

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 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.

Attachment: Memo to CM Wilson - APPROVED (6158 : 2020/2021 Everbridge Mass Notification System Renewal)

We Are Columbia

MEETING DATE:	**September 15, 2020**
DEPARTMENT:	**Procurement and Contracts**
FROM:	***Sandra Wright, Purchasing Agent***
SUBJECT:	**Council is asked to approve a Contract for Crossing Guard Services for School Year 2020-2021, as requested by the Columbia Police Department. Award to Allegiance Industries in the amount of $264,960.00. This firm is located in Columbia, SC.**
REQUISITION NO.:	**R207251**
FUNDING SOURCE & ORIGINAL BUDGET:	**Funding Source: Police Administrative Services, Professional Services (1012402-636600). The original budget amount is $264,960.00.**
CLEAN WATER 2020?:	**No**
FOCUS AREAS:	**Enhancing Columbia's Neighborhoods, Innovative & High Quality Municipal Services**

The above referenced contract is to compensate Allegiance Industries for crossing guard services for the 2020-2021 school year.

ATTACHMENTS:

- approved - 2020-2021 allegiance industries agreement for crossing guards (Temp) (Converted) (PDF)

Attachment: approved - 2020-2021 allegiance industries agreement for crossing guards (Temp) (Converted) (6199 : Crossing Guard Services for

CONTRACT FOR PROFESSIONAL SERVICES

THIS CONTRACT is entered into by and between the City of Columbia (hereinafter called the "City"), its successors and assigns, and Allegiance Industries (hereinafter called the "Contractor") as of the date of the last signature hereto.

W I T N E S S E T H:

WHEREAS, the City desires to retain the services of the Contractor; and

WHEREAS, the Contractor agrees to provide such services, and abide by the terms and conditions contained in the State of South Carolina Contract 5400012859 to the extent that they do not conflict with these terms and conditions, and the negotiated rates and terms provided herein. In the event of a conflict, the terms of this contract and the City of Columbia's Procurement Code shall take precedence.

NOW, THEREFORE, the parties hereto do mutually agree as follows:

1. CONTRACT FOR SERVICES

The City hereby engages the Contractor and the Contractor hereby agrees to perform the crossing guard services for the City of Columbia streets/intersections on or near the twelve (12) Richland County School District One facilities as outlined herein. Due to the recent pandemic and modified schedules due to COVID-19, the academic school term may be less than 180 academic days. This contract is subject to further adjustments during the 2020/21 academic term.

2. SCOPE OF SERVICES

Upon written notification by the City to proceed, the Contractor shall in a satisfactory and proper manner as determined by the City provide on-site, uniformed cross guards as outlined in Exhibit A, Scope of Services at the City of Columbia locations as outlined in Exhibit B, 2020/2021 Service Locations for Crossing Guard Personnel, attached hereto.

3. SUPPLEMENTAL OR ADDITIONAL SERVICES

From time to time and for various reasons, the City may identify supplemental or additional services that may be required of the Contractor or the Contractor may recommend supplemental or additional services to the City. If additional services are identified through the course of this contract period, the Contractor and the City shall agree to negotiate the costs of those services in a fair and equitable manner. Such services may include providing security services at additional sites and/or special events.

The Contractor shall present a written proposal for supplemental or additional services as requested by the City, to include a scope and an hourly rate(s) based upon the rates as shown in Exhibit A, attached hereto. Upon completion of each task, the Contractor shall present an invoice for payment of work performed based upon the task proposal.

A. For each supplemental or additional service, the City and the Contractor shall jointly develop, to the extent practical, a scope of services and method of compensation for the supplemental or additional proposed related services.

B. The Contractor shall not proceed with any services under this Contract without written approval and a Purchase Order issued by the City and approved by the City Manager, City Council and/or a duly authorized city representative.

4. TERM OF CONTRACT

This Contract shall be effective for approximately 10 months beginning September 14, 2020 or as soon thereafter as agreed upon by the parties and ending on June 30, 2021.

This Contract shall expire at such time as the tasks as outlined are complete, or the total compensation provided for herein is reached, whichever is later. No annual renewals are provided within this agreement.

5. SCHEDULE FOR COMMENCEMENT AND COMPLETION OF SERVICES

Time is of the essence. The Contractor shall commence services after issuance of a valid City of Columbia purchase order and Notice to Proceed (NTP). The Contractor shall not perform work or incur any costs associated with the contract prior to the effective date of the Contract. Contractor shall not perform any work prior to the receipt of a purchase order and NTP. The City of Columbia assumes no liability for any expenses incurred prior to the effective date of the Contract and issuance of a valid purchase order and NTP.

6. COMPENSATION

Contractor will comply with all applicable laws, rules and regulations, procedures, and directives.

A. This Contract shall be payable for the term of the contract. Maximum compensation for the contract term to be paid by the City to the Contractor under this Contract shall be for services rendered, billed on an hourly rate basis, and shall not exceed Two hundred sixty-four thousand, nine hundred sixty and 00/100 Dollars ($264,960.00). Any amendments and/or change order requests must be properly submitted and approved by the City of Columbia's Department of Procurement and Contracts.

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B. The Contractor shall submit invoices no more frequently than monthly for services rendered during each prior month based on hourly costs per location during the term of this Contract. Each invoice submitted must describe the services for which payment is requested as shown in the project schedule, show payment calculations and specify the person(s) rendering such service(s). Each invoice shall bear the signature of the Contractor to 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. Each invoice must also clearly identify any portion of the fee invoiced for subcontractors services, specified in the Contract, and identify if the subcontractor is a Minority Owned Business Enterprise, Small Business Enterprise, Disabled Veterans Owned Business Enterprise and Women Owned Business Enterprise.

C. Invoicing Procedure:

1. The City of Columbia's authorized project manager and/or his/her designee must review all invoices prior to payment by the City.

2. The Contractor's invoice must contain sufficient detail by task and resource and should be easily traceable to the work completed on the project schedule. Descriptions used in the project schedule shall match those descriptions contained in the Contractor's invoice.

3. The work completed on the Contractor's project schedule must be the basis for full or percentage of completion payment on the Contractor's invoice.

4. The Contractor will not request payment for taxes on Professional Services, labor or installation fees.

5. The Contractor will not invoice, or request payment for services that may be specified in this Contract prior to the performance of said services.

6. The Contractor shall adhere to an agreed-upon delivery schedule for services. Exceptions to this requirement must be agreed to in writing.

7. All invoices shall include a valid Purchase Order number on the bill.

8. The Contractor shall name a representative that will be responsible for reviewing all invoicing concerns that the City may have concerning this project.

The Contractor shall submit receipts for actual expenses. No travel or lodging expenses will be approved or paid by the City under the terms of this agreement.

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9. Each invoice/payment request shall identify the percentage and dollar amount that will be paid to the subcontractor and/or vendor for work performed. If required, the Contractor shall submit supporting documentation as required by the designated point of contact to support the amount being invoiced.

10. The Contractor shall provide the names of the subcontractors and vendor and a description of the work performed in the invoice/request for payment.

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

D. Affirmative Action Procurement and Contracting Goals

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 10% goal to encourage socially and economically disadvantaged business participation. This goal extends to bidders, contractors, subcontractors 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, 1225 Lady Street, Suite 102, 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 Contractor or subcontractor) is dependent upon the business community partnering with the City in this important endeavor.

The Contractor must comply with the terms and conditions as outlined herein. The Contractor, shall, in the performance of the contract, make constructive, good faith efforts to assist the City in complying with best practices in contracting as it relates to meeting affirmative action objectives.

7. FINDINGS CONFIDENTIAL

All of the reports, information, data, records or documents of any kind, prepared or assembled by the Contractor under this Contract are confidential and the Contractor agrees that they shall not be made available to any individual or organization without the prior written approval of the City. The Contractor agrees that he/she and all personnel will abide by a strict confidentiality agreement, signed by all personnel, with regards to any and all activities related to this project and public safety throughout the City. At no time shall the Contractor communicate with any party other than those designated by the City Manager, Chief of Police or their designees any information pertaining to investigations, discoveries or on-going cases involving the services secured via this contract to include data reviewed, requested and/or provided to the City. In the

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event that Contractor receives a request, in any form (including but not limited to verbal or written requests or demands, subpoena, search warrant or Court order), for reports, data, records or documents, prepared, assembled or maintained by Contractor, Contractor shall notify City within eight (8) hours of Contractor's receipt of such request or demand.

8. ACCESS TO RECORDS

The Contractor 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 Contractor'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 Contractor.

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 Contract 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 Contract, such modifications will be incorporated only by written Amendment signed by both parties.

11. ASSIGNABILITY/SUBCONTRACTING – NON APPLICABLE TO THIS SOLICITATION

The Contractor shall not assign or subcontract any interest in this Contract and shall not transfer any interest in the same without the prior 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 cause each of its subcontractors to furnish all information and reports required hereunder.

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12. INDEPENDENT CONTRACTOR

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 Contractor shall at all times remain an independent Contractor with respect to the services to be performed under this Contract. The City shall be exempt from payment of all unemployment compensation, Federal Insurance Compensation Act (FICA), retirement, life and/or medical insurance and workers' compensation insurance.

Contractor is solely responsible for the proper training and licensure of Contractor's employees, agents, and subcontractors and assumes any and all liability for their actions while providing services under this Contract. Each employee of Contractor or any subcontractor shall read and sign an acknowledgement of having read the City's Use of Force Policy and return the acknowledgement to the city prior to commencing work under this Contract.

13. TERMINATION OF CONTRACT

The City may terminate this Contract 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 Contract in any annual budget;

B. The Contractor fails to perform any of the services required in this Contract and does not correct such deficiency within fifteen (15) days after having been notified by the City of such deficiency;

C. Force Majeure;

D. The City shall, at its sole option and discretion, have the right to terminate this Contract for any reason whatsoever. A termination for default under this Contract, if wrongfully made, shall be treated as a termination for convenience under this clause; in the event that the Contract is wrongfully terminated under any of the other grounds enumerated herein, termination shall be treated as a termination for convenience.

   If the Contract is terminated for convenience, or wrongfully terminated upon any of the other grounds enumerated herein, the Contractor shall be entitled to payment as follows: the actual cost of the work completed in conformity with the Contract plus term percent (10%) for overhead and profit. There shall be deducted from such sums as provided in this subparagraph the amount of any payments made to the Contractor prior to the date of termination of the Contract. The Contractor shall not be entitled to any claim against the City for any additional compensation or damages in the event of such termination and payment;

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E. Upon expiration of the term of this Contract; and

F. By mutual Agreement.

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

14. DUTIES UPON TERMINATION

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

15. INTEREST OF CONTRACTOR

The Contractor covenants that Contractor 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 Contractor further covenants that in the performance of this Contract no person having such interest shall be employed.

The Contractor is expected to make Contractor'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 Contractor 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.

16. ETHICS

Contractor and any subcontractor(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

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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.

17. INDEMNIFICATION

The Contractor shall indemnify, defend, hold harmless, and reimburse the City, its other agents and employees from and against any and all losses, liabilities, expenses, and all claims for damages relating to or arising out of the performance or failure to perform by Contractor, its subcontractors, officers, agents and employees of any of the Contractor's obligations under this Contract. Losses, liabilities, expenses and claims for damages shall include, but not be limited to, civil and criminal fines and penalties, loss of use and/or services, bodily injury, death, person injury, or injury to real or personal property, defense costs, legal fees and costs, and attorney's fees.

The Contractor shall promptly notify the City of any civil or criminal actions filed against the Contractor 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 Contract. The City, upon receipt of such notice, shall have the right at its election to defend any and all actions or suits or join in the defense.

18. INSURANCE

A. The Contractor shall provide to the City evidence of the following insurance:

Workers Compensation Insurance - The Contractor shall procure and shall maintain during the life of this Contract, Workers Compensation Insurance for all employees to be engaged in work on the project under this Contract, and in case any work is sublet, the Contractor shall require the subcontractor 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 Contractor's Worker Compensation Insurance. The Contractor shall not permit any person who

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is not protected by Workers Compensation Insurance or a properly approved Self-Insured Workers Compensation Program to perform any activity related to this Contract.

General Liability Insurance - General Liability Insurance in accordance with the current Columbia Code of Ordinances, which can be located at www.columbiasc.gov. The Contractor shall procure and maintain for the duration of the Contract insurance against claims for any injuries to persons or damages to property, which may arise form or in connection with the performance of the work by the Contractor, his agents, or representatives, employees or subcontractors.

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

2. Automobile Liability Insurance- $500,000.00 combined single limit per accident for bodily injury and property damage.

Professional Liability - Professional Liability Insurance in an amount not less than One Million Dollars and No/100 ($1,000,000.00) per occurrence and Two Million Dollars and No/100 ($2,000,000.00) Aggregate.

Notice of Cancellation and/or Restriction: The policy must be specifically endorsed to provide the City with thirty (30) days' notice of cancellation, non-renewal, change in coverage, and/or restriction.

B. The Contractor shall furnish the City with a certificate showing satisfactory proof of carriage of the insurance required hereunder and such insurance shall be approved by the City prior to the Contractor and any sub-contractor of the Contractor commencing any services under this Contract and this insurance shall remain in effect throughout the term of this Contract and any renewals. Insurance shall remain in effect for the duration of the project and for a period of one (1) year after completion. The City of Columbia shall be the Certificate Holder and shall be named as an Additional Insured, except the City shall not be named as Additional Insured on Contractor's Professional Liability and Workers Compensation insurance.

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19. EQUAL EMPLOYMENT OPPORTUNITY (EEOC)

During the performance of this Contract, the Contractor agrees as follows:

The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause. The Contractor will incorporate these requirements in all subcontracts for program work.

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

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

The Contractor shall procure and maintain a City of Columbia business license while performing services under this Contract.

22. PERSONNEL

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

The Contractor represents that Contractor has, or will secure at Contractor's own expense, all personnel required in performing the services under the Contract. No services under this

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agreement will be performed by any subcontractor without the express, prior, written approval of the City.

23. GOVERNING LAW

This Contract 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 Contract shall be subject to the exclusive jurisdiction of the federal and state courts within Richland or Lexington Counties, South Carolina.

24. BREACH / WAIVER

The failure of either the Contractor or the City to insist upon the strict performance of any provision of the Contract 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 Contract at any time. Partial payment by the City shall not be construed as a waiver. Waiver of any breach of the Contract shall not constitute waiver of a subsequent breach.

25. NOTICES

A. Written notice to the City shall be made by placing by registered mail, return receipt in the United States Mail, postage prepaid and addressed to: Purchasing Agent/Director of Procurement and Contracts, c/o City of Columbia, 1800 Main Street, 2nd Floor, Columbia, South Carolina 29201.

B. Written notice to the Contractor shall be made by registered mail; return receipt in The United States Mail, postage prepaid and addressed to Allegiance Industries, 105 Sunbelt Blvd., Columbia, South Carolina 29203.

26. OWNERSHIP OF PROJECT DOCUMENTS

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

All reports, drawings, specifications, documents, and other deliverables of Contractor, whether in hard copy or in electronic form, are instruments of service for this PROJECT, whether the PROJECT is completed or not.

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27. REMEDIES

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

28. SUCCESSORSHIP

The Contract shall be binding upon the Contractor and upon its successors and assignees.

29. WHOLE CONTRACT

The Contract represents the entire Contract between the City and the Contractor and supersedes all prior communications, negotiations, representations or Contracts, either written or oral. Only written Amendment signed by both the City and the Contractor may amend the Contract.

30. MISCELLANEOUS

A. Nothing in the Contract shall be construed to give any rights or benefits to anyone Other than the City and the Contractor.

B. In the event there are any disagreements between the City and the Contractor with regard to any of the requirements, specifications or interpretation of the Contract, the Contractor agrees to defer to the reasonable interpretations of the City.

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

D. The Contract is subject to City Council approval.

[SEE SIGNATURES ON NEXT PAGE]

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

WITNESSES AS TO CITY:

_____

_____

CITY OF COLUMBIA

BY: _____

TITLE: City Manager

DATE: _____

WITNESSES AS TO
ALLEGIANCE INDUSTRIES:

_____

_____

ALLEGIANCE INDUSTRIES

BY: _____

TITLE: _____

DATE: _____

By: _____
R. J. Hines, Police Major, City of Columbia Police Department

By: _____
Sandra A. Wright, CPPB, Director of Procurement and Contracts/Purchasing Agent

APPROVED AS TO FORM

Legal Department City of Columbia, SC

9/10/20

Attachment: approved - 2020-2021 allegiance industries agreement for crossing guards (Temp) (Converted) (6199 : Crossing Guard Services for

Exhibit A: Scope of Services

3.1 Licenses/ Registration

3.1.1 The Contractor awarded the contract shall submit, prior to start date, a list of all crossing guards assigned to this contract along with registration/identification cards as provided by Contractor.

3.2 Crossing Guard Coverage

3.2.1 Crossing Guard coverage is defined as a person that directs or escorts pedestrians across streets, stopping traffic as necessary to ensure safety.

3.2.2 Standard shift and hours of services Monday – Friday, four (4) hours a day per location are:

- Morning Shift: 6:45 a.m. until 8:45 a.m. (2 hours)
- Afternoon Shift" 1:45 p.m. until 3:45 p.m.

3.3 Allegiance Industries Employees

3.4.1 All crossing guards provided shall be employees of the crossing guard Contractor (hereinafter referred to as "Contractor" or "agency"). The cross guard agency shall pay all salaries, Social Security taxes, Federal and State unemployment insurance and any other required taxes relating to such employees. Contractor is allowed to subcontract with another vendor in order to meet obligations of this contract.

3.4.2 Physical Conditions of Guards: Assigned cross guards must be in good physical health and condition and shall have no physical disability which restricts or impairs performance of all duties and responsibilities normally expected of a cross guard.

3.4.3 Code of Conduct: All cross guards assigned shall be bound at all times by a code of conduct which strictly regulates their personal appearance, conduct, attitude and contact with people.

3.4 Guard Attire

3.4.1 The agency shall apply all crossing guards assigned with appropriate professional uniforms and name tags, and any special safety equipment required in the performance of their duties. Guards shall be attired in the same uniform/attire – No Exception. The City reserves the right to determine if guard's attire & conduct is appropriate.

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3.4.2 All guard agency uniforms must be clearly distinguishable from that of an official law enforcement officer as provided for in the SC Private Detective and Security Agencies Rules and Regulations.

3.4.3 The City shall have the right to specify the uniform to be worn by the Contractor's personnel. However, all uniforms worn by such personnel shall be supplied by the Contractor and shall be neat, clean, well pressed, and in good condition. The City shall inform the Contractor if the uniforms worn by any of its personnel, whose services are furnished by Contractor to the City under this agreement, are not satisfactory. On receipt of such information by Contractor, Contractor shall correct all items mentioned by the City within five (5) business days.

Exhibit A: Scope of Services

3.5 Training Guard and Records

3.5.1 A certified company training guard shall have met all requirements for such as established by law and recognized by the State Law Enforcement Division (SLED) as stated in 73-420. This includes all initial training and requirements for refresher or update training as may be required by SLED.

3.5.2 A current formal training record on each officer assigned shall be established and maintained to formally document all training provided. Such records shall include training required by law for registration by SLED and any specialized training the guard has received. All such training records shall be made available to the City upon request.

3.6 Supervision

3.6.1 The agency shall be responsible for the direct supervision of all assigned officers through its designated representative (Cross Guard supervisor) at the premises to which this contract relates. Such representative shall in turn be available at reasonable times to report to and confer with the designated representatives of the City with respect to services.

3.7 Administrative Supplies

3.7.1 The agency shall provide all registration forms, incident report forms, log books, investigation report forms, check off sheets and other administrative supplies necessary to carry out all requirements of the contract.

3.8 Polygraph Test

3.8.1 Crossing Guard's involvement or suspected involvement in any allegation or misrepresentation will require that they submit to polygraph testing at the agency's expense.

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3.9 Indemnification

3.9.1 The agency shall be held liable for theft, loss or damage to personnel or property resulting from the negligent, fraudulent or dishonest act(s) of its employees.

3.9.2 It shall be expressly agreed and understood between the parties of this contract that the agency does hereby agree to indemnify and hold harmless the City and the State of South Carolina from all claims, suits, actions, damages and costs of every description arising out of or resulting from the performance of this contract or from the failure of the agency to perform under this contract, unless acts of God.

[END OF PAGE]

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Exhibit A

Scope of Services

3.10 General Duties

The contractor shall furnish the necessary security personnel and equipment to provide proper protection of students. The crossing guard personnel are required to perform the following duties:

3.10.1 Permit only duly authorized persons to enter the premises.

3.10.2 The Contractor shall name a crossing guard supervisor (Roving Supervision) in order to properly supervise and coordinate guard operations of the school. The Contractor shall direct job duties and responsibilities of crossing guards through this supervisor. Duties of the supervisor shall be consistent with accepted principles of security operations, as assigned and directed by the City of Columbia Police Department. The will include as a minimum, the following:

- The City will require mandatory reporting for each assigned post for each assigned shift. No Exceptions.
- In conjunction with the City or his/her designee, develop and maintain up-to-date written security procedures for cross guards.
- Insure that all newly assigned guards are thoroughly briefed on the City's crossing guard duties, policies and procedures.
- Assure that any problems, incidents, etc. through daily guard (shift) reports are immediately brought to the attention of school officials as appropriate.
- Coordinate requests for special guard needs and other duties that may be assigned by the City of his/her designee consistent with accepted principles of security operations.

3.11 Cross Guard Coverage General Requirements

3.11.1 When students are present, Monday – Friday, a guard should be present during the morning and afternoon shift as designated by the Columbia Police Department by assignment.

3.11.2 There will be five (5) week days when students are present, requiring four (4) hours of guard duty per day.

3.11.3 Guard personnel shall also perform any additional future duties which the City and Contractor may agree upon in writing after these duties have been duly authorized in writing by proper authority. Such duties may include, but not limited to monitoring of specific building equipment and exterior security lighting, inspection of fire detection and control equipment,

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Exhibit A: Scope of Services

3.11 Cross Guard Coverage General Requirements Cont'd

3.11.4 Guard personnel shall perform their duties in compliance and in accord to the Contractor's Standard Operating Procedures as outlined in Exhibit D.

3.11.4 Upon request by either party, designated vendor management shall meet with the City for the purpose of discussing any problems which may arise and the proper resolution of these problems.

3.11.5 The Contractor will understand that 100% minimum staffing is a requirement and fully expected to be met.

3.12 Cross Guard Specific Requirements

3.12.1 The Contractor will insure a professional, reliable and efficient effort to protect the City's property, buildings, employees and visitors against safety hazards.

3.12.2 The City may on occasional basis or as otherwise agreed between the parties, give Contractor eight (8) hours prior notice of variations in the service requirements; said time at which the services are to commence, the projected duration of the service, and location(s) at which the services are to be performed. The City shall, in all instances, have the right to adjust hours and location(s) of service in its sole and absolute discretion.

3.12.3 Contractor agrees to make every effort to supply service on an emergency basis (that is, less than 8 hours advance notice) when required by the City during the term of this contract. Accordingly, the Contractor shall confirm in each instance whether or not it can provide the particular emergency service when the City requests such service.

3.12.4 For the purposes of this contract, the City representative shall be the City of Columbia Police Department or designee. This representative shall initiate all request for changes in, or augmentation of, services.

3.13 Contractor's personnel/crossing guards shall:

3.13.1 Be required to carry a current South Carolina Security Officer Registration Card on their person at all times while on duty at the City and shall be required to produce such card at any time, upon request, by designated management officials of the City or any SLED agent. The City shall retain the expressed right to request the Contractor relieve and replace any guard who does not have the required cards on their possession; and the Contractor shall be obligated to do so at no expense to the City and with no interruption of services being provided.

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Attachment: approved - 2020-2021 allegiance industries agreement for crossing guards (Temp) (Converted) (6199 : Crossing Guard Services for

Exhibit A: Scope of Services

3.13 Contractor's personnel/Crossing Guards shall cont'd:

3.13.2 May be subject to specific approval by the City based on an interview with the City of Columbia Police Department.

3.13.3 Be fully trained and instructed by Contractor, consistent with their classification and in accordance with Contractor's highest standards.

3.13.4 Be the subject of a thorough background investigation, confirming applicant has no criminal background, and the results of that investigation furnished to the City before that person begins duties at the City, the results of which Contractor shall certify to the City and which results shall disclose that the subject:

- Has no police record of conviction for a crime during the last seven (7) years, other than minor traffic infractions.
- Is a United States Citizen; and has not received, in the event of service in the armed forces of the United States or any police or fire department, a dishonorable discharge, or in the case of reserve armed forces, a release to inactive duty under dishonorable circumstances.
- The contractor will ensure that all crossing guards meet and adhere to the SC Code of Law, Section 40-18-80.
- Be well qualified physically, mentally, and emotionally for performance of the service to be provided to the City under this contract.
- Will be released for solo duty only upon successful completion and master of the City's required training to be performed under this agreement at the Service Area. No compensation whatsoever shall be payable by the City to the Contractor in regard or respect to such training. (This shall apply only to cross guards performing regularly scheduled duties at school locations, not for extra unscheduled guards).

3.14 Attire/Uniforms while on duty

All Contractor's personnel furnished to the City under this contract shall perform in a proper and dignified manner, shall avoid using force except when reasonably necessary to protect persons and property at the City, and shall immediately notify the Columbia Police Department of all instances where the safety of such persons and/or property are or may be jeopardized. In the event that the Columbia

Exhibit A: Scope of Services

Police Department is not immediately available; Contractor shall notify the nearest available public emergency agency.

In all instances where a public emergency agent is summoned or notified, Contractor's personnel will file a complete written incident report as soon as practicable with Columbia Police Department. It is understood that all personnel performing services for the City shall be responsive to the Columbia Police Department, or his or her authorized representative, for all specific services required, No Exception.

3.15 In the event any proceedings in any court or in any administrative or arbitral tribunal (excluding proceedings in which Contractor or Contractor's personnel are involved as parties) stem from events to which any of the Contractor's personnel providing service to the City are required to testify, Contractor shall, on the City's instructions, make said personnel available for pretrial or other preliminary examination, interviews, and attendance as such court or tribunal in connection with such proceedings, and Contractor shall charge and the City shall pay, for such services of said personnel at the same prevailing rate provided for in this agreement.

3.16 In the event Contractor is advised by the City or otherwise becomes aware of any violation of law committed or allegedly committed by any of the Contractor's personnel furnished to the City, Contractor shall bring such violation or alleged violation to the attention of the appropriate law enforcement authorities and shall cooperate fully in any requested investigation and any resulting prosecution including, if requested either by the City or any law enforcement officer or agency, the signing of a complaint, information or similar process, all without cost or expense to the City.

3.17 The City shall have the right, in its sole discretion, to reject the services of any person supplied by the Contractor pursuant to the City opinion said person is not fit for duty (for example, evidence in drinking, improper uniform, poor hygiene, etc.). The City shall not be liable to Contractor for payment of any compensation as specified below for the services of such rejected person.

3.18 Contractor shall furnish services to the City under this contract fully in accordance with the terms and conditions of the contract in spite of any state, national, or other emergency, state of war, or condition of enemy attack, labor dispute, or disturbances involving the City employees, insurrection civil disobedience, riot or mob action. Contractor shall continue to furnish service according to the contract notwithstanding the existence of any labor dispute involving its personnel.

3.19 In the event that the City of Columbia Police Department requests any other specific personnel of Contractor to work overtime (that is more than forty (40) hours in one week), the City shall

Attachment: approved - 2020-2021 allegiance industries agreement for crossing guards (Temp) (Converted) (6199 : Crossing Guard Services for

pay the Contractor for such overtime work. The Contractor will provide written approval from the requesting Police Department official for personnel of the Contractor to work overtime.

3.20 In the event that Contractor fails to provide the complete guard staff as specified or duly ordered in advance by the City and agreed to be provided by Contractor, the City may employ or retain on duty another or others to cover the duties that personnel of Contractor would have covered. If the City is required to pay rates higher than the fee the City would have paid Contractor for such personnel, Contractor agrees to credit the difference in hourly wage of each such person to the City, provided that the Columbia Police Department certifies in writing to Contractor within the billing period that said extra cost have been incurred.

[END OF PAGE]

Attachment: approved - 2020-2021 allegiance industries agreement for crossing guards (Temp) (Converted) (6199 : Crossing Guard Services for

Exhibit B

2020/2021 Service Locations for Crossing Guard Personnel

A. The Police Department shall assign specifically selected and trained Crossing Guards to be assigned to the schools listed below. The district will reimburse the Police Department TWO HUNDRED SIXTY-FOUR THOUSAND NINE HUNDRED SIXTY DOLLARS AND 00/100 ($264,960.00) and / or ($1,472/day) for these services. Payments will be made upon receipt of invoice (December 31 and May 1). The following schools are included in this agreement:

Hand Middle School	Hyatt Park Elementary School
Carver-Lyon Elementary School[1]	Watkins-Nance Elementary School[2]
A.C. Moore Elementary School[3]	Rosewood Elementary School
South Kilbourne Elementary School	Alcorn Middle School
Anne Burnside Elementary School	Caughman Elementary School
Meadowfield Elementary School	Brennan Elementary School[4]

[1] Staffed intersections for Carver-Lyon Elementary will be: (1) Elmwood @ Waverly; and (2) Barhamville @ Ithica
[2] Staffed intersections for Watkins-Nance Elementary will be: (1) Two Notch @ Covenant; and (2) Barhamville @ McAllister
[3] Staffed intersections for A.C. Moore Elementary School will be: (1) Harden Street @ Kiawah; and (2) Rosewood Drive @ Etiwan
[4] Staffed intersections for Brennan Elementary will be: (1) Kilbourne Road @ Brennan; and (2) Deveraux @ Brennan

Hourly rates per attached schedule in Exhibit Care for academic calendar days (excluding all weekends and observed school holidays). The academic calendar days are approximately 180 per calendar year but are subject to adjustments due to COVID-19. The hours requested will cover two shifts: AM shift from 6:45 AM to 8:30 AM and PM shift from 1:45 PM to 3:30 PM.[END OF PAGE]

Attachment: approved - 2020-2021 allegiance industries agreement for crossing guards (Temp) (Converted) (6199 : Crossing Guard Services for

Exhibit C

Rate Schedule

Standard Weekly Security Schedule

RANK/POST	LEVEL	HOURS	S	M	T	W	T	F	S	TOTAL
CROSSING GUARD	LEVEL III	0645-0845 / 1345-1545	0	4	4	4	4	4	0	20
		Total Weekly Hours (15 Locations)	**0**	**60**	**60**	**60**	**60**	**60**	**0**	**300**

**Schedule subject to change based on client requirements*

BILLING PRICE – AS OUTLINED ABOVE

- **Security Crossing Guard Services:**
- Hourly Security Crossing Officer (Approximately 300 Hrs./week) ……. $24.60 per hour

**Service pricing based on 300 weekly standard hours. Additional locations and hours may be added at the request of the client. Penalties may apply.*

Attachment: approved - 2020-2021 allegiance industries agreement for crossing guards (Temp) (Converted) (6199 : Crossing Guard Services for

Exhibit D

Crossing Guard Duties

- All officers assigned to Security Crossing Guard locations must check in with LT. Edmonds at 803-730-7464 no later than 6:15 AM prior to the morning shift, and no later than 1:15 PM prior to the afternoon shift.

- At the start of each shift (6:45am & 1:45pm) Officers must Clock in.
  (AFTER CLOCKING IN ALL PHONES MUST BE PUT AWAY AND NOT TO BE USED UNLESS FOR EMERGENCY PURPOSES)

- 6:45 – Park your vehicle facing in the direction the children are approaching from.

- 6:45 AM & 1:45 PM: Assume your position at the Crosswalk and wait for arriving children.

- Remain outside of your vehicle so that students and school officials can visually see that you are on duty and positioned to assist in the safe passage of children through the crosswalk.

- During inclement weather only (*Rain, extremely High and Low temperatures (Above 90 or below 40)* you may position yourself in your vehicle when students are not approaching the crosswalk.

- If you are positioned inside of your vehicle it is imperative that you stay focused on your surroundings. It is a good practice to leave your windows slightly ajar so that you can hear activity in close proximity. ***Entering your vehicle during normal shift times only applies during inclement weather.***

- Even if children are not needing crossing assistance you are required to exit your vehicle every 15 minutes to perform a visual scan of the area. If no children are in sight, you may return to your vehicle until your next 15-minute survey scan. ***Only during inclement weather.***

Attachment: approved - 2020-2021 allegiance industries agreement for crossing guards (Temp) (Converted) (6199 : Crossing Guard Services for

Traffic Scanning Procedure at an Intersection

Vehicles can approach a crosswalk from various directions. To gauge whether approaching vehicles will have time to see and acknowledge you, Security Crossing Guards should use the following "traffic scanning procedure" for stopping traffic and crossing a street:

1. Stop at the curb or edge of the street.

2. Look left, right, then left again for approaching vehicles.

3. If standing at an intersection, look forward and behind. Scan for any vehicles that might cross your path and look over the appropriate shoulder for any vehicles approaching from your rear that might turn across your path.

4. If the distance gap appears adequate, make a final search to the left before proceeding. Vehicles on the left should be on the side nearest to you.

5. When entering the crosswalk continue to scan for approaching vehicles, while simultaneously holding up your handheld stop sign and giving a couple of blows on your whistle.

Signaling to Drivers: A Crossing Guard should always use a handheld stop sign and whistle to alert drivers to stop. Using stop signs and whistles are for stopping oncoming traffic and to assist children through the crosswalk only. Do not use these tools for the purpose of directing traffic.

Use of Stop Signs/ Hand Signals: All Security officers assigned to crossing guard duty will be issued a handheld stop sign to aid them in their duties. As the crossing guard enters the crosswalk he/she should always have the handheld stop sign raised at or above shoulder height. In addition to raising the stop sign, officers should raise their opposite hand and arm in the stop position (Fingers up, Palms out). The stop sign and alternate arm should remain raised until all children and the crossing guard are safely across the street and out of harm's way of traffic.

Use of Whistle for Warning: All Security officers assigned to crossing guard duty will be issued a traffic whistle to aid them in their duties. The whistle is a warning device to be used in conjunction with warning (Stop) signs, or hand signals. The whistle should be in the Crossing Guard's mouth at all times when stepping into the crosswalk. The decision to use a whistle or not should be based whether traffic is approaching the crosswalk or not. If there isn't any traffic approaching the intersection, then the use of the whistle is not required.

Attachment: approved - 2020-2021 allegiance industries agreement for crossing guards (Temp) (Converted) (6199 : Crossing Guard Services for

Signaling to Children to Begin Crossing: When a Crossing Guard has taken position and is ready to signal children to cross the street, the instruction to begin crossing should be made verbally using loud and direct commands, without hand gestures. Using elevated hand gestures may confuse the vehicle operators who may mistake your motion as their signal to proceed through the crosswalk. Always keep the stop sign in the raised position.

Crossing Procedures: In every situation, a Crossing Guard uses the "traffic scanning procedure" for crossing a street and encourages student pedestrians to follow these safety steps. To review, this procedure is as follows:

1. Stop at the curb or edge of the street.

2. Look left, right, then left again for approaching vehicles.

3. If standing at an intersection, look forward and behind. Scan for any vehicles that might cross your path and look over the appropriate shoulder for any vehicles approaching from your rear that might turn across your path.

4. If the distance gap seems adequate, make a final search to the left before proceeding. Vehicles on the left are on the side nearest to you.

5. When crossing the street, continue to scan for approaching vehicles.

6. Enter the crosswalk while raising the handheld stop sign and alternate hand

7. Give two whistle blows as you step into the crosswalk

8. Stop in the middle of the crosswalk with your stop sign raised

9. Once you are confident all traffic has come to a **COMPLETE STOP** verbally call for the children to cross.

10. Once all children have crossed safely to the other side of the road, you should return to the same side where you entered the crosswalk.

11. Once you and the children are all safely off the roadway you may lower your stop sign and alternate arm.

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Procedures for Crosswalk Configurations on Two-Way Roadways:

The following section describes the procedures for typical crossings at non-signalized crosswalks and signalized crosswalks.

Non-signalized Crosswalks:

1. Curbside assembly
    - Stand on curb or behind edge of roadway on the side of the street where students approach.
    - Keep students at least one step back from the curb or roadway edge. If a yellow "stand-back" line is marked or taped on sidewalk, it should be at least three feet behind the curb.
    - Instruct those arriving on a bicycle, scooter, or skateboard to dismount and walk the bicycle or scooter or carry the skateboard when crossing the street.
    - Select an opportune time. As students collect, wait for an opportune time to create a sufficient distant gap in traffic before entering the crosswalk.
    - Make a final scan for vehicles before entering the roadway.
    - Remind students to wait for your verbal direction before starting to cross the street.
    - Enter the crosswalk while simultaneously stopping near-side approaching vehicles.
    - As you enter the crosswalk blow your whistle using long bursts.
    - Raise your handheld stop sign to signal vehicles to stop.
    - Continue to hold your stop sign and alternate hand exposing your upraised palm as you walk to the middle of the roadway.
    - Stop far-side approaching vehicles. Stand in the middle of the street and remain in the middle of the crosswalk. Stand in the crosswalk on the side closest to the oncoming traffic. Be vigilant and cognizant of safety risks that may alter based on extrinsic threats, i.e. Greater traffic volume, higher speeds, and detours, hazardous roadways due to inclement weather, etc.
    - Keep both arms extended horizontally to your sides at or above shoulder height.
    - Make a final check that all vehicles coming from all directions have come to a **COMPLETE STOP.**

Attachment: approved - 2020-2021 allegiance industries agreement for crossing guards (Temp) (Converted) (6199 : Crossing Guard Services for

2. **Initiate crossing**
    - Turn your head toward the waiting students and make eye contact with them. When you are ready to initiate signaling students to cross the street, instruct students verbally without gestures. Use high volume verbal commands to ensure the children hear you and respond to your instructions.
    - Instruct them to enter the crosswalk.
    - As students cross behind you, do not allow any vehicle to cross the crosswalk until the last student has safely crossed the road and is either on the sidewalk or completely off the road.
    - Return to the starting curb. Remain alert for approaching vehicles. Do not lower your stop sign and or upraised hand until you have left the roadway.

Signalized Crosswalks:

In the case of a signalized crosswalk, a pedestrian pushbutton is ordinarily installed in close proximity to the crosswalk.

1. **Curbside Assembly**

- Stand on curb or behind edge of roadway on the side of the street where students approach.
- Keep students at least one step back from the curb or roadway edge. If a yellow "stand-back" line is marked or taped on sidewalk, it should be at least three-feet behind the curb.
- Instruct those arriving on a bicycle, scooter, or skateboard to dismount and walk the bicycle or scooter or carry the skateboard when crossing the street.
- Wait for illuminated walk indication sign. As students collect, press the pedestrian pushbutton to activate the pedestrian crosswalk signal.
- Remind students to wait for your signal before starting to cross the street.
- When a fresh active walking symbol (or "walk" message) is displayed (or when the appropriate green is illuminated if there is no pedestrian signal), make a final scan for vehicles.
- Enter the crosswalk while simultaneously stopping near-side approaching vehicles.
- Just prior to entering the crosswalk blow your whistle using long bursts
- Raise your handheld stop sign to signal vehicles to stop.
- Continue to hold your stop sign and alternate hand exposing your upraised palm as you walk to the middle of the roadway.

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- Stop far-side approaching vehicles. Stand in the middle of the street and remain in the middle of the crosswalk. Stand in the crosswalk on the side closest to the oncoming traffic.
- Be vigilant and cognizant of safety risks that may alter based on extrinsic threats, i.e. Greater traffic volume, higher speeds, and detours, hazardous roadways due to inclement weather, etc.
- Keep both arms extended horizontally to your sides at or above shoulder height.
- Make a final check that all vehicles coming from all directions have come to a **COMPLETE STOP.**

2. Initiate crossing

- Turn your head toward the waiting students and make eye contact with them. When you are ready to initiate signaling students to cross the street, instruct students verbally without gestures. Use high volume verbal commands to ensure the children hear you and respond to your instructions.
- Instruct them to enter the crosswalk.
- As students cross behind you, do not allow any vehicle to cross the crosswalk until the last student has safely crossed the road and is either on the sidewalk or completely off the road.
- Return to the starting curb. Remain alert for approaching vehicles. Do not lower your stop sign and or upraised hand until you have left the roadway.

GENERAL RULES:

1. Checking in with the responsible account manager 30-Minutes prior to your shift time is mandatory. The purpose for checking in is to ensure that all post assignments are projected to have on time coverage.

2. If you are projecting a late arrival it is critical that you notify Mr. Geathers during your check in so that he can deploy to the location or notify the assigned traffic officer.

3. Keep in mind, notifying the account manager that you are running late is NOT grounds for discipline unless it becomes excessive. Failing to notify your account manager of a potential late arrival WILL result in discipline.

Attachment: approved - 2020-2021 allegiance industries agreement for crossing guards (Temp) (Converted) (6199 : Crossing Guard Services for

4. It is the officer's responsibility to clock in and out for payroll purposes. Clocking in early prior to the start of shift or clocking out late at the end of shift is strictly prohibited.

5. Officers must arrive on post in full uniform, including their safety vest, whistle and handheld stop sign.

6. Uniforms must be neat, clean and pressed

7. Leaving your post for any reason is prohibited and will be considered post abandonment. Post abandonment is a terminable offense, no questions asked.

8. Bathroom breaks are not permitted during your two-hour shift assignment. If it is an absolute emergency that you use the restroom, you MUST contact Captain Edmonds or the assigned traffic officer to request an emergency relief.

9. The use of electronic devices while assigned to crossing guard duty is prohibited. Electronic devices include cell phones, Ipods, Ipads, Tablets of any kind, Bluetooths, Earbuds of any kind, Laptops, etc.

- **IN ADDITION TO THOSE COVERED IN THESE POST ORDERS, OFFICERS MUST FOLLOW RULES, POLICIES AND PROCEDURES AS OUTLINED IN THE ALLEGIANCE STANDARD OPERATING PROCEDURE MANUAL. ANY OFFICER WHO FAILS TO COMPLY WITH THESE ORDERS OR THOSE OUTLINED IN THE SOP MANUAL WILL BE SUBJECT TO DISCIPLINE, UP TO AND INCLUDING TERMINATION FROM EMPLOYMENT.**

Attachment: approved - 2020-2021 allegiance industries agreement for crossing guards (Temp) (Converted) (6199 : Crossing Guard Services for

We Are Columbia

MEETING DATE: **September 15, 2020**

DEPARTMENT: **Procurement and Contracts**

FROM: ***Sandra Wright, Purchasing Agent***

SUBJECT: **Council is asked to approve Contract Amendment #8 for Citywide Video Camera Surveillance Services for Fiscal Year 2020/2021, as requested by the Columbia Police Department. Award to Statewide Security Systems, Inc. in the amount of $218,260.00. This firm is located in Columbia, SC.**

REQUISITION NO.: **R206184**

FUNDING SOURCE & ORIGINAL BUDGET: **Funding Source: Police Administrative Services - Professional Services (1012402-636600). The budget amount for this amendment is $218,260.00. The total revised budget amount is $1,311,980.00.**

CLEAN WATER 2020?: **No**

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

The above referenced amendment is to compensate Statewide Security Systems, Inc. for extended City video camera surveillance services for services through June 30, 2021. The revised contract price including Amendments 1 - 8 is $1,311,980.00.

Proposed Change and Basis for Payment:

Original Contract Price:	$616,500.00
Amendment #1 (time extension & increase):	$223,400.00
Amendment #2 (time extension & increase):	$114,000.00
Amendment #3 (increase):	$30,000.00
Amendment #4 (time extension & increase):	$28,900.00
Amendment #5 (time extension & increase):	$11,560.00
Amendment #6 (time extension):	$0.00
Amendment #7 (time extension):	$69,360.00
Current Contract Total:	**$1,093,720.00**
This Change Amendment #8 (time extension & increase)	**$218,260.00**
Revised Contract Price:	**$1,311,980.00**

ATTACHMENTS:

- Statewide Security Systems CA#8 (PDF)

Contract Amendment #8

City Video Cameras
RFP00010-13-14

Statewide Security Systems, Inc.

August 18, 2020

Description of Change: Request change in Agreement for video camera surveillance services between the City of Columbia (City) and Statewide Security Systems, Inc. (Contractor) dated October 15, 2014 (Agreement) to extend services from July 31, 2020 – June 30, 2021; and, to compensate the Contractor in the amount of $218,260.00 for services during the stated contract term.

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

This Change is Acceptable:

Name of Firm
Statewide Security Systems, Inc.

CAREY SHEALY
Print Name

Signature

8.18.20
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

8/31/2020

Attachment: Statewide Security Systems CA#8 (6186 : Statewide Security Systems, Inc. City Video Camera Surveillance Services CA#8)

We Are Columbia

MEETING DATE: **September 15, 2020**

DEPARTMENT: **Procurement and Contracts**

FROM: ***Sandra Wright, Purchasing Agent***

SUBJECT: **Council is asked to approve an Agreement for Audio Visual Equipment and Installation, as requested by the Emergency Management Department. Award to Advanced Video Group, Inc., using the SC State Contract in the amount of $228,419.36. This vendor is located in Lexington, SC.**

REQUISITION NO.: **R207214**

FUNDING SOURCE & ORIGINAL BUDGET: **Funding Source: General Capital Projects - Municipal Emergency Management Operation Center (403999-CP105906-658650). The original budget amount is $228,419.36.**

CLEAN WATER 2020?: **No**

FOCUS AREAS: **Innovative & High Quality Municipal Services**

We respectfully request Council's approval for this purchase using the State Contract #440001320 Vendor, Advanced Video Group, Inc., at the following cost plus state tax.

Audio Visual Equipment and Installation	
Base Price	$ 213,573.48
SC State and Local Taxes	$ 14,845.88
PO Total	$ 228,419.36

Sec. 2-204.-Item (9) - Competitive sealed bidding required; exceptions. All city contracts shall be awarded by competitive sealed bidding except the following as determined pursuant to definitions and standards set by regulations, or except as otherwise provided in this article: When purchasing through State Contracts.

ATTACHMENTS:

- Contract for Audio Visual Equipment (PDF)

Advanced Video Group Inc.
EOC Video Wall

CONTRACT FOR AUDIO VIDEO EQUIPMENT AND INSTALLATION SERVICES

This Contract is entered into by and between the City of Columbia (hereinafter referred to as the "City"), its successors and assigns, and Advanced Video Group, Inc., (hereinafter referred to as "Contractor") as of the date of the last signature hereto.

W I T N E S S E T H:

WHEREAS, the City desires to retain the products and services of the Contractor; and

WHEREAS, the Contractor agrees to provide such equipment and services, and abide by the terms and conditions contained in the State of South Carolina Contract 440001320 for Audio Visual Products and Services to the extent that they do not conflict with these terms and conditions, and the negotiated rates and terms provided herein. In the event of a conflict, the terms of this contract and the City of Columbia's Procurement Code and Regulations shall take precedence.

WHEREAS, the Contractor shall provide a fully functioning and operational Emergency Operations Center (EOC) Video Wall to be installed in the City of Columbia, South Carolina's Real Time Crime Center (RTCC), according to the project delivery schedule provided herein;

WHEREAS, the City seeks the Contractor to provide all equipment, parts, accessories and related components in addition to providing all related installation services as outlined in Exhibit A.

NOW, THEREFORE, the parties hereto do mutually agree as follows:

1. **PURPOSE** – This Agreement is entered into for the purpose of defining the contractual deliverables mutually agreed upon by the parties.

Attachment: Contract for Audio Visual Equipment (6188 : Emergency Operations Center Video Wall)

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 Contractor shall provide the scope of services more fully described in Exhibit A, attached hereto. The Contractor shall perform any and all incidental services not specifically set forth in Exhibit A, which are necessary to fully complete the scope of services described in Exhibit A.

3. **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.

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 45 days.

   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.

5. **SCHEDULE FOR COMPLETION OF SERVICES** – The Contractor shall complete any and all services performed under this Agreement within the timeframes as outlined in Exhibit B, attached hereto.

6. **COMPENSATION** – (See Exhibit C)

Attachment: Contract for Audio Visual Equipment (6188 : Emergency Operations Center Video Wall)

A. The total compensation to be paid by the City to the Contractor under this Agreement shall not exceed i.e. Two Hundred Twenty-Eight Thousand, Four Hundred Nineteen Dollars and 36/100 ($228,419.36).

B. The Contractor shall submit invoices no more frequently than monthly for services rendered during each phase of the Project. Each invoice submitted must describe the services for which payment is requested, show payment calculations and specify the person(s) rendering such service(s). Contractor must invoice monthly regardless of work being completed during that period. If no work is completed, a zero balance invoice should be submitted. **Each invoice must also clearly identify any portion of the fee invoiced for subcontracted services, including any such services that are specified in the Summary of Proposed Subconsultants shown on Exhibit D hereto.** Each invoice shall bear the signature of the Contractor, 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.

C. Invoicing Procedure (See Exhibit E)

Failure of the Contractor 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 Exhibit F)

1. The Contractor 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 Contractor has received payment from the City.

2. In addition, all retainage amounts received from the City by the Contractor must be paid by the Contractor to the Subconsultant no later

Attachment: Contract for Audio Visual Equipment (6188 : Emergency Operations Center Video Wall)

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 Contractor 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 Contractor for subsequent work performed unless and until the Contractor 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 Contractors sworn statement that it has complied with the prompt payment requirements. The Contractor 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, Contractor debarment.

E. Affirmative Action Procurement and Contracting Goals:

It is the goal of the City of Columbia, SC to maximize opportunities for

Attachment: Contract for Audio Visual Equipment (6188 : Emergency Operations Center Video Wall)

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 Contractor or Subconsultant) is dependent upon the business community partnering with the City in this important endeavor.

The Contractor must comply with the affirmative action terms and conditions as outlined herein. The Contractor, 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	N/A	%
MBE	N/A	%
WBE	N/A	%
LSA	N/A	%

The Contractor will ensure Subconsultant performance during the period of performance, and optional periods as applicable. Achievement of these

Attachment: Contract for Audio Visual Equipment (6188 : Emergency Operations Center Video Wall)

goals are expected during the life of the Agreement, including any extensions thereof.

7. **MENTOR-PROTÉGÉ PROGRAM** (http://www.columbiasc.net/business-outreach/) - **Non-applicable** – 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

   The Contractor must comply with Mentor-Protégé Program Guidelines. The Contractor agrees that the Mentor Protégé Program does not create any third-party beneficiary status or contractual rights and/or duties between the City and the Protégé and that the City is not a party to the Implementation Plan. The Contractor agrees that it has or will enter into a separate contractual Agreement with the Protégé to which the City is not a party.

8. **INDEMNIFICATION & INSURANCE**

   A. The Contractor 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.

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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 Contractor 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 Contractor 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 Contractors Worker Compensation Insurance. The Contractor shall not permit any person who is not protected by Workers Compensation Insurance or a properly approved Self-Insured Workers Compensation Program to perform any activity related to this Agreement.

General Liability: The Contractor 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.

Attachment: Contract for Audio Visual Equipment (6188 : Emergency Operations Center Video Wall)

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

C. The Contractor 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 Contractor, 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 Contractor will also agree to promptly notify the City of any civil or criminal actions filed against the Contractor or of any notice of violation from any federal or state agency, or of any claim as soon as practical as relates to the services provided under this Agreement. The City, upon receipt of such notice, shall have the right at its election to defend any and all actions or suits or to join in defense.

9. PERMITS & LICENSES

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

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B. The Contractor 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 Contractor 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 Contractor 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 Contractor and pay any costs relating to same.

C. The Contractor 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 Contractor shall procure a City of Columbia business license while performing services under this Agreement.

10. **DUTIES UPON TERMINATION** – At termination of this Agreement, the Contractor shall immediately provide the City with all records and data in any format the Contractor is capable of producing and at no cost to the City, which were generated, created or received by the Contractor 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 Contractors successor. All records shall be free from any proprietary claims or interest. The Contractor 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 Contractor covenants that Contractor presently has no interest and shall not acquire any interest, direct or indirect, which would conflict

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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 Contractor further covenants that in the performance of this Agreement no person having such interest shall be employed.

The Contractor is expected to make Contractors 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 Contractor 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 Contractor 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.

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Notice of termination shall be sent by registered mail, return receipt requested. In the event of termination, the Contractor shall only be entitled to the actual direct costs of all labor and material expended on the services required under this Agreement prior to the effective date of the termination or the 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 Contractor. In no event shall the Contractor be entitled to anticipatory profit or damages for any termination under this Agreement. In no event shall the Contractor be entitled to assert a claim in quantum meruit or any other measure of damages other than that stated herein.

13. **OWNERSHIP OF PROJECT** - All data, documents or other information of any description generated by or used by the Contractor or any Subconsultant retained by the Contractor and related to the services required by this Agreement shall be the property of the City and shall not be used by the Contractor for any purpose whatsoever except to perform the services required by this Agreement.

14. **OWNERSHIP OF PROJECT DOCUMENTS** - All data, documents or other information of any description generated by or used by the Contractor or any Subconsultant retained by the Contractor and related to the services required by this Agreement shall be the property of the City and shall not be used by the Contractor for any purpose whatsoever except to perform the services required by this Agreement.

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

ADVANCED VIDEO GROUP, INC.
Name: Adam Dox
Title: Account Manager
Address: 141 Crouch Commercial Court
Irmo, SC 29063
Phone: 803-451-4031

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Advanced Video Group Inc.
EOC Video Wall

Phone: (803) 545-3470
Fax: (803) 758-1013
Email: procurement@columbiasc.gov

Fax: 803-451-4047
Email: adam@AVGroup-sc.com

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16. **CONSENT DECREE - Non-Applicable**

A. The services performed by the Contractor pursuant to this Agreement are required in whole or in part to satisfy the terms of the Consent Decree entered by the United Stated 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 Contractor by the City and is incorporated by reference herein. The Contractor shall perform the services pursuant to this Agreement in conformity with the terms of the Consent Decree as required by Paragraph 5 therein.

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

Emergency Management in person, by phone, or by electronic mail within twenty-four (24) hours of when the Contractor first knew or should have known that the event might cause a delay. Within three (3) days thereafter, the Contractor shall provide written notice in accordance with Section 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 Contractors rationale for attributing such delay to a force majeure event. The Contractor shall include with any notice all available documentation supporting the claim that the delay was attributable to a force majeure event.

D. The Contractor shall reimburse the City the amount of any stipulated penalties imposed on the City pursuant to Paragraph 47 of the Consent Decree if the Contractor neglects, fails, or refuses to meet the deadlines set forth in Exhibit B attached hereto. The Contractor 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 Contractor 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 Contractors failure to perform pursuant to the Agreement.

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

Attachment: Contract for Audio Visual Equipment (6188 : Emergency Operations Center Video Wall)

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 Subconsultants, as it is for the acts and omissions of persons directly employed by the Contractor.

The Contractor 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 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.

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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 Subconsultants, that it is subject to the provisions of the 1991 Ethics Reform Act (8-13-100, et seq, South Carolina Code of Laws, 1976, as amended). Under this Act, "A person may not, directly or indirectly, give, offer, or promise anything of value to a public official, public member, or public employee with intent to:

1. influence the discharge of a public official's, public member's, or public employee's official responsibilities;

2. influence a public official, public member, or public employee to commit, aid in committing, collude in, or allow fraud on a governmental entity; or,

Attachment: Contract for Audio Visual Equipment (6188 : Emergency Operations Center Video Wall)

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's operations, including, but not limited to the Contractor's employment practices (including selection, hiring, assignment, re-assignment, training, promotion, transfer, compensation, layoff, leave of absence, return from layoff or leave of absence, discipline, and termination); selection of volunteers and vendors, and provision of services. The 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.

Attachment: Contract for Audio Visual Equipment (6188 : Emergency Operations Center Video Wall)

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.

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.

Attachment: Contract for Audio Visual Equipment (6188 : Emergency Operations Center Video Wall)

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

CITY OF COLUMBIA, SOUTH CAROLINA

_____	_____	**Date:**_____
Witness	**Teresa Wilson, City Manager**	

ADVANCED VIDEO GROUP, INC.

_____	_____	**Date:**_____
Print: Name/Title	**Signature**	

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APPROVED AS TO FORM

Legal Department City of Columbia, SC

9/8/20

Attachment: Contract for Audio Visual Equipment (6188 : Emergency Operations Center Video Wall)

List of Exhibits

Exhibit A – Statement of Work

Exhibit B – Schedule for Completion of Services

Exhibit C – Compensation

Exhibit D – Business Information Statement for Subcontractors/Subconsultants

Exhibit E – Invoicing Procedures

Exhibit F – Prompt Payment Affidavit

Exhibit G – State of South Carolina AV Contracts & Services

Attachment: Contract for Audio Visual Equipment (6188 : Emergency Operations Center Video Wall)

ADVANCED VIDEO GROUP INC

A Multimedia Solutions Company

Design. Integration. Support.

Audiovisual Executive Summary

for

City of Columbia

EOC Suite

Attn: Harry Tinsley

Submitted by: Adam Dox

Date: July 24, 2020

Revised August 3, 2020

Prepared by:

Advanced Video Group. Inc.

141 Crouch Commercial Court

Irmo, SC 29063

Phone: (803) 451-4031

Attachment: Contract for Audio Visual Equipment (6188 : Emergency Operations Center Video Wall)

ADVANCED INC VIDEO GROUP

A Multimedia Solutions Company

Design. Integration. Support.

Audiovisual Systems Summary

This Proposal shall describe our understanding through design of the City of Columbia's expectations and requirements for the EOC suite. This Summary is based on information provided to us by an in-person client meetings and phone conversations between the client's representative (Harry Tinsley) and Advanced Video Group represenatives (Adam Dox (account manager) and John Curl (system engineer)).

Only information outlined in the Executive Summary shall apply to the project. AVG is not responsible system requirements and/or functionalities that have not been clearly identified in the Executive Summary. Any additional requests and/or changes outside of this Summary will be addressed as a change order with the client and not completed without prior client approval.

Attachment: Contract for Audio Visual Equipment (6188 : Emergency Operations Center Video Wall)

ADVANCED INC VIDEO GROUP

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Installation/Integration/On-site Procedures

As part of the continuing need to work safely, Advanced Video Group requires that any time AVG employees are onsite, social distancing and all forms of safety precautionary measures set forth by local, state, federal, and CDC guidelines are being followed. AVG requests the ability to work in isolation or with extreme limited interaction of other trades to minimize building capacity and contact with others. This includes and is not limited to elevators, staging areas, common areas and any other shared spaces. ***The safety and health of AVG employees, client employees, and other contractor/trade workers is our utmost concern***. Appropriate personal and professional distancing will be enforced by all AVG crews. The ability to work outside of normal business hours is an option available to provide limited interaction with other trades and people. If safe and limited distancing is deemed to be not available or enforceable then delays to your installation will occur. It is the responsibility of the owner to ensure that the work environment is following all government and advisory guidelines.

Attachment: Contract for Audio Visual Equipment (6188 : Emergency Operations Center Video Wall)

ADVANCED INC VIDEO GROUP

A Multimedia Solutions Company

Design. Integration. Support.

Video Wall Layout for EOC

Video Wall Layout for Conference Room

Attachment: Contract for Audio Visual Equipment (6188 : Emergency Operations Center Video Wall)

EOC Control Room

Video

The New primary display in this space will be a LCD Video Wall arranged in a 8-wide x 3-high configuration (24 Samsung 55" displays with 1.7mm combined bezel). There will also be wiring in place for (5) future 55" monitors wall mounted around the perimeter of the room (locations reflected on floor plan drawing). The video wall will be configured with multiple presets to allow the user arrange video sources on the wall in various configurations and sizes.

The user will have the ability of selecting the following video sources to be displayed and routed to any of the displays in the room. The following devices have been noted as the video sources:

1. Rack PC #1
2. Rack PC #2
3. Rack PC #3
4. Rack PC #4
5. Rack PC #5
6. Rack PC #6
7. Rack PC #7
8. Rack PC #8
9. Rack PC #9
10. Rack PC #10
11. Rack PC #11
12. Rack PC #12
13. Cable/Satellite Box #1
14. Cable/Satellite Box #2
15. Cable/Satellite Box #3
16. Cable/Satellite Box #4

Attachment: Contract for Audio Visual Equipment (6188 : Emergency Operations Center Video Wall)

17. AirMedia #1
18. AirMedia #2
19. AirMedia #3
20. AirMedia #4
21. EOC Laptop Connection

The client will have the ability to route any source to any display. Conversely, they can route a single source to all displays, if desired.

The client will be supplying the PCs to be installed in the AV Rack as well as the (4) Cable/Satellite boxes.

AVG will provide USB keyboard/mouse extension from the Rack PCs to (1) location (TBD) in the EOC for hard wired control of the computers. If individual operators need keyboard/mouse control of the rack PCs, it is recommended that the client have remote desktop application running on the operator computer(s) for control.

Audio

Any video source carrying an audio signal will be capable of being amplified through the (10) ceiling mounted speakers in this room. The client will have the ability of selecting which audio source and controlling the volume level.

Also included in the audio system will be a wireless handheld and lavalier microphone for voice amplification and audio conferencing. Audio will be distributed throughout the space through the (10) ceiling speakers in a single zone. All audio levels in this zone will increase, decrease, or mute collectively.

Attachment: Contract for Audio Visual Equipment (6188 : Emergency Operations Center Video Wall)

Control

The primary control panel will be a wired 10" Crestron touchpanel. This panel will reside (location TBD) as noted on the floor plan drawing. There will be a virtual control panel that will be provided for operators to use on their local PCs for system control. The control system will provide the following functionality:

- Video Wall Power On/Off
- Video Wall Preset Selection
- Video Source Routing
- Audio Source Selection and Volume Control
- Audio Muting
- Transport control of (Cable/Satellite Boxes)
- Wireless microphone volume control
- Audio Conferencing Transport Control (Dial, Answer, Keypad, Hang up, Hold, Transfer, etc.)
- Inbound/Outbound Volume Control for Audio Conferencing
- Mute/Privacy Control for Audio Conferencing
- System Shutdown and Power Up

At the location designated for Rack PC control, a push-button keypad will be provided for a user to select which of the rack PCs they would like to have keyboard/mouse control. A wired keyboard/mouse will be provided for control of those PCs.

Attachment: Contract for Audio Visual Equipment (6188 : Emergency Operations Center Video Wall)

EOC Conference Room

Video

The New primary display in this space will be a LCD Video Wall arranged in a 4-wide x 2-high configuration (8 Samsuing 55” displays with a 1.7mm combined bezel). The video wall will be configured with multiple presets to allow the user arrange video sources on the wall in various configurations and sizes.

The user will have the ability of selecting the following video sources to be displayed and routed to any of the video wall displays in the room. The following devices have been noted as the video sources:

1. Rack PC #1
2. Rack PC #2
3. Rack PC #3
4. Rack PC #4
5. Rack PC #5
6. Rack PC #6
7. Rack PC #7
8. Rack PC #8
9. Rack PC #9
10. Rack PC #10
11. Rack PC #11
12. Rack PC #12
13. Cable/Satellite Box #1
14. Cable/Satellite Box #2
15. Cable/Satellite Box #3
16. Cable/Satellite Box #4
17. AirMedia #1
18. AirMedia #2

Attachment: Contract for Audio Visual Equipment (6188 : Emergency Operations Center Video Wall)

19. AirMedia #3
20. AirMedia #4
21. AirMedia Conference Room
22. EOC Laptop Connection
23. Conference Room Laptop Connection

The client will have the ability to route any source to any display. Conversely, they can route a single source to all displays, if desired.

The client will be supplying the PCs to be installed in the AV Rack as well as the (4) Cable/Satellite boxes.

AVG will provide USB keyboard/mouse extension from the Rack PCs to (1) location (at the Conference Room Table) for hard wired control of the computers.

Audio

Any video source carrying an audio signal will be capable of being amplified through the (6) ceiling mounted speakers in this room. The client will have the ability of selecting which audio source and controlling the volume level.

Also included in the audio system will be (2) ceiling mounted “beam tracking microphones” for audio conferencing. The wireless microphones designated for the EOC can be amplified into this space. Audio will be distributed throughout the space through the (6) ceiling speakers in a single zone. All audio levels in this zone will increase, decrease, or mute collectively.

Attachment: Contract for Audio Visual Equipment (6188 : Emergency Operations Center Video Wall)

Control

The primary control panel will be a wired 10" Crestron touchpanel. This panel will reside at the Conference Tablet as noted on the floor plan drawing. The control system will provide the following functionality:

- Video Wall Power On/Off
- Video Wall Preset Selection
- Video Source Routing
- Audio Source Selection and Volume Control
- Audio Muting
- Transport control of (Cable/Satellite Boxes)
- Wireless microphone volume control
- Audio Conferencing Transport Control (Dial, Answer, Keypad, Hang up, Hold, Transfer, etc.)
- Inbound/Outbound Volume Control for Audio Conferencing
- Mute/Privacy Control for Audio Conferencing
- System Shutdown and Power Up

At the conference table, a push-button keypad will be provided for a user to select which of the rack PCs they would like to have keyboard/mouse control. A wired keyboard/mouse will be provided for control of those PCs.

Attachment: Contract for Audio Visual Equipment (6188 : Emergency Operations Center Video Wall)

Infrastructure

To house all AV equipment and client PCs, (2) 44U AV equipment racks will be provided in the AV/IT closet. Power will be required at the AV rack, video walls, and individual flat panel locations (by a licensed electrician). Dedicate 20amp circuits will be required at the AV rack and video walls as outlined in the electrical drawings. Network connectivity will need to be provided to the client's PCs, Crestron processor, AV network switch, and Audio DSP for VoIP conferencing.

Pathways for cabling to all AV components in the Control Room and Conference Room will need to be provided through conduit, sleeves, floor boxes, and cable trays by the electrical contractor.

Blocking is required for the video walls.

Installation Details

Installation, Wiring, Programming, and Commissioning work will take place Monday – Friday during normal business hours (8:30AM – 5:00PM).

Integration

• Installation will be performed using accepted industry standards as recognized by InfoComm International. www.infocomm.org

• We guarantee a neat, clean, and professional installation.

• Upon the completion of each day's work, AVG employees will leave the client job site in a clean and orderly state.

Attachment: Contract for Audio Visual Equipment (6188 : Emergency Operations Center Video Wall)

Testing and Training

• All installed equipment will operate in accordance with manufacturers' Recommendations.

• AVG installation technicians will demonstrate the operation of the new System with designated client personnel upon completion of the installation at a prescheduled date and time. System manuals will be provided at the time of training.

• Additional training is available and can be quoted on an as needed basis.

Warranty

• A 1-year service warranty will be provided upon system acceptance.

• Independent Manufacturers' warranties apply to all equipment, but does not include on-site service, shipping or handling, and/or any repairs or trouble shooting (unless within the first 1-year).

• Extended Service Contracts are available and can be quoted upon request.

Attachment: Contract for Audio Visual Equipment (6188 : Emergency Operations Center Video Wall)

Client Will Provide

• Uninterrupted time for the installation, with a pre-defined schedule, during normal business hours M-F, 8:30AM- 5PM unless otherwise arranged.

- ***Note: If installation schedules have been approved by the client and there are onsite project delays that force AVG to reschedule or delay that are not the result of AVG project management, time and material lost will be invoiced to the client***.

• All high voltage electrical and network cabling requirements for the approved Executive Summary and System Schematic.

• Necessary clearance and structure for Audiovisual equipment to be installed.

• Computers, Monitors, Cable/Satellite boxes, and furniture.

• ***Prior to the start of the Installation, the client will be required to complete the Biamp VoIP checklist and confirm network requirements and call manager settings have been completed. AV installation will be delayed until this has been completed.***

https://support.biamp.com/VoIP

Advanced Video Group Will Provide

• System Integration, Project Management, Programming, Commissioning, and Onsite Training

• Drafting and Engineering

• All Audiovisual cabling and ancillary components required for the System

Attachment: Contract for Audio Visual Equipment (6188 : Emergency Operations Center Video Wall)

functionality as described in this document.

• Professionalism.

• Honesty.

• AVG reserves the right to progressively invoice for delivered equipment and completed services/labor prior to the completion of the entire project.

***Client Approval and Acceptance*:**

Authorized Signature:_____

Name (please print):_____

Date: _____

Attachment: Contract for Audio Visual Equipment (6188 : Emergency Operations Center Video Wall)

EXHIBIT B - SCHEDULE OF COMPLETION OF SERVICES

ADVANCED INC VIDEO GROUP

A Multimedia Solutions Company

Design. Integration. Support.

City of Columbia

Re: Emergency Operations Center – Audio/Visual

Attn: Kent Davis

Date: August 17, 2020

Schedule for Completion of Services

- Upon receipt of Purchase Order, Material to be Ordered and Received: 15 Business Days
- AVG Prewiring and Rack Building: 5 Business Days
- AVG Onsite Installation, Integration, and Testing: 10 Business Days
- AVG Onsite Commissioning, and Programming: 5 Business Days
- AVG Punch-out and User Training: 3 Business Days

Completion of project expected to be executed 38 Business days after receipt of order. Note: This is pending site readiness, infrastructure, the ability to work in an uninterrupted environment, and no significant backorders of equipment at time of order.

Attachment: Contract for Audio Visual Equipment (6188 : Emergency Operations Center Video Wall)

141 Crouch Commercial Court, Irmo, SC, 29063
803-451-4031

ADVANCED VIDEO GROUP INC

QUOTE #9497-01

Emergency Management

Expiry Date: 9/16/2020

Account Manager: Adam Dox

Bill To:
City Of Columbia
Accounting Division
PO Box 147
Columbia, South Carolina 29201
United States
Attn:Harry Tinsley

Ship To:
City Of Columbia
Attn: IT Help Desk
1136 Washington Street 2nd Fl STE 202/204
Columbia, South Carolina 29201
United States
Attn:Harry Tinsley

Notes:
Attn: City of Columbia EOC Suite

Main Siutation Room: Samsung 8x3 Video Wall, (4) 55" Displays

Command/Executive Conference Room: Samsung 4x2 Video Wall, Audio Conferencing

LINE	QUANTITY	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1	32.00	UM55H-E Samsung 55" Video Wall Display, 500 nits, 1.7mm bezel to bezel, SC Contract #4400013020 (EOC Video Wall Configuration is 8x3, Exec/Conf is 4x2 Configuration), SC Contract #4400013020	$2,498.88 USD	$79,964.16 USD
2	32.00	DS-VW775-QR PEERLESS INDUSTRIES : FULL SERVICE WALL MOUNT FOR 46 TO 60 DISPLAYS, PUSH TO RELEASE VERSION, SC Contract #4400013020	$270.27 USD	$8,648.64 USD
3	5.00	MTA1U Chief Fusion Tilt Wall Mount, Medium, SC Contract #4400013020	$93.00 USD	$465.00 USD
4	1.00	DM-XIO-DIR-80 Crestron Electronics, Inc. DigitalMedia XiO Director Virtual Switching Appliance for 80 Endpoints, SC Contract #4400013020	$2,800.00 USD	$2,800.00 USD
5	21.00	DM-NVX-E30C Crestron Electronics DigitalMedia 4K60 4:4:4 HDR Network Encoder Card, SC Contract #4400013020 (12 PC Inputs, 4 Cable Boxes, 5 AirMedias)	$728.00 USD	$15,288.00 USD
6	2.00	DM-NVX-D30C Crestron DigitalMedia™ 4K60 4:4:4 HDR Network AV Decoder Card, Contract #4400013020	$728.00 USD	$1,456.00 USD
7	2.00	DM-NVX-E30 Crestron Electronics DigitalMedia™ 4K60 4:4:4 HDR Network AV Encoder (EOC Presentation, Conference Room Table), SC Contract #4400013020	$728.00 USD	$1,456.00 USD
8	3.00	DMF-CI-8 Crestron Electronics, Inc. DigitalMedia Card Chassis for DM-NVX-C & DMCF, 8 Slots, Contract #4400013020	$1,120.00 USD	$3,360.00 USD
9	37.00	DM-NVX-350 Crestron - DM NVX 4K60 4:4:4 HDR Network AV Encoder/Decoder, SC Contract #4400013020	$1,008.00 USD	$37,296.00 USD
10	3.00	DM-RPP-K24 Crestron Electronics, Inc. DigitalMedia 24-Port Keystone Patch Panel, SC Contract #4400013020	$100.80 USD	$302.40 USD
11	2.00	LUXXMS7048P Luxul 52-port Stackable Gigabit PoE+ L2/L3 Managed Switch, *Crestron authorized/approved network switch for NVX/JPEG-200 distribution*, SC Contract #4400013020	$2,121.95 USD	$4,243.90 USD

Attachment: Contract for Audio Visual Equipment (6188 : Emergency Operations Center Video Wall)

Advanced Video Group, Inc.
Irmo, South Carolina 29063
Phone: (803) 451-4031 Fax: (803) 451-4047

ADVANCED VIDEO GROUP INC

QUOTE #9497-01

Emergency Management

Expiry Date: 9/16/2020

Account Manager: Adam Dox

LINE	QUANTITY	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
12	5.00	AM-200 Crestron Electronics, Inc. AirMedia Presentation System 200, SC Contract #4400013020	$1,008.00 USD	$5,040.00 USD
13	1.00	CP3 Crestron 3-Series Control System Processor, SC Contract #4400013020	$972.00 USD	$972.00 USD
14	1.00	TSW-1060-TTK-B-S Crestron Tabletop Kit for TSW-1060, Black Smooth, SC Contract #4400013020	$135.00 USD	$135.00 USD
15	2.00	TSW-1060-B-S Crestron 10.1" Touch Screen, Black Smooth, SC Contract #4400013020 (Main Situation, Command/Executive)	$1,296.00 USD	$2,592.00 USD
16	1.00	TSW-UMB-60 Crestron Universal Mounting Bracket for TSW-1060, SC Contract #4400013020	$21.60 USD	$21.60 USD
17	4.00	IRP2 Crestron IR Emitter Probe w/Terminal Block Connector, SC Contract #4400013020 (Cable Boxes)	$27.00 USD	$108.00 USD
18	1.00	TesiraFORTE AVB VT Biamp Fixed I/O DSP with 12 analog inputs, 8 analog outputs, 8 channels configurable USB audio, 128 x 128 channels of AVB, AEC technology (all 12 inputs), 2 channel VoIP, and standard FXO telephone interface, SC Contract #4400013020	$2,598.70 USD	$2,598.70 USD
19	1.00	Tesira TCM-1 White Biamp AVB Beamtracking ceiling microphone, white pendant, SC Contract #4400013020	$1,038.70 USD	$1,038.70 USD
20	1.00	Tesira TCM-1EX White Biamp Expansion AVB Beamtracking ceiling microphone, white pendant, SC Contract #4400013020	$552.50 USD	$552.50 USD
21	1.00	POE29U-1AT(PL)D-R Biamp PHIHONG Gigabit PoE+ Injector, IEEE802.3af compliant, IEEE802.3at classified, 90-264 VAC Input Voltage, SC Contract #4400013020	$93.60 USD	$93.60 USD
22	1.00	BLX1288/CVL-H9 Shure Dual Channel Combo Wireless System: Bodypack & Lapel Microphone, Handheld Wireles, SC Contract #4400013020	$509.00 USD	$509.00 USD
23	1.00	AMP-2100-70 Crestron Dual-Channel Modular Power Amplifier, 100W/Ch., 70V, SC Contract #4400013020	$567.00 USD	$567.00 USD
24	16.00	SAROS ICE6T-W-T-EACH Crestron Saros Express 6.5" 2-Way In-Ceiling Speaker, White Textured, Single (must be ordered in multiples of 2), SC Contract #4400013020 (Qty10 Main Situation, Qty6 Command/Executive)	$98.28 USD	$1,572.48 USD
25	2.00	USB-EXT-DM-REMOTE Crestron USB over Ethernet Extender with Routing, 4-Port Device Module, SC Contract #4400013020	$324.00 USD	$648.00 USD
26	1.00	CNTBLOCK Crestron Cresnet Distribution Block, SC Contract #4400013020	$91.80 USD	$91.80 USD

Advanced Video Group, Inc.
Irmo, South Carolina 29063
Phone: (803) 451-4031 Fax: (803) 451-4047

Attachment: Contract for Audio Visual Equipment (6188 : Emergency Operations Center Video Wall)

ADVANCED INC VIDEO GROUP

QUOTE #9497-01

Emergency Management

Expiry Date: 9/16/2020

Account Manager: Adam Dox

LINE	QUANTITY	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
27	2.00	HZ-KPCN-B Crestron Horizon Key Keypad, Black; SC Contract #4400013020	$168.00 USD	$336.00 USD
28	6.00	DM-CBL-8G-P-SP500 Crestron DigitalMedia 8G Cable, plenum, 500 ft spool, SC Contract #4400013020	$324.00 USD	$1,944.00 USD
29	4.00	DM-CONN-20 Crestron Connectors for DM-CBL DigitalMedia Cable & DM-CBL-ULTRA DigitalMedia Ultra Cable, 20-Pack, SC Contract #4400013020	$280.80 USD	$1,123.20 USD
30	1.00	CRESNET-P-BK-SP500 Crestron Cresnet Control Cable, Plenum-Rated, Black, 500 ft (152 m) spool, SC Contract #4400013020	$243.00 USD	$243.00 USD
31	2.00	ERK-4425LRD Middle Atlantic ERK Series Floor Rack, 44U, 25" Deep, Open Rack with Side Panels, SC Contract #4400013020	$680.40 USD	$1,360.80 USD
32	2.00	CBS-ERK-25 Middle Atlantic Caster Base for Floor Rack, SC Contract #4400013020	$174.00 USD	$348.00 USD
33	2.00	PDT-1220C-NS Middle Atlantic Vertical Power Strip, 12-Outlet, 20Amp, SC Contract #4400013020	$159.60 USD	$319.20 USD
34	4.00	PD-915R Middle Atlantic 9-Outlet Rackmount Power Strip, SC Contract #4400013020	$105.70 USD	$422.80 USD
35	1.00	AVG Lot Hardware for Install AVG Hardware and supplies: Rack Mount Shelves, Blanks, Vents, Lacing Bars, Cable Ties/Velcro, Rack Screws, Mounting Hardware, Wall Boxes, Wall blocking, and Miscellaneous Supply, SC Contract #4400013020	$987.00 USD	$987.00 USD
36	1.00	AVG Lot Cables AVG Lot Cables: Interconnects, Terminations, Speaker Wire, Ethernet, Control, Connectors, SC Contract #4400013020	$1,789.00 USD	$1,789.00 USD
37	2.00	DSKB-1G FSR 1 Gang Desktop Mounting Bracket w/ (2) 1Space IPS Openings, SC Contract #4400013020	$65.00 USD	$130.00 USD
38	272.00	AVG Installation Tech II AVG Installation, Integration, Wiring & Testing, Tech II, SC Contract #4400013020	$75.00 USD	$20,400.00 USD
39	80.00	AVG Programming AVG Programming and Commissioning, DSP Configuration, VoIP Configuration, Tech III, SC Contract #4400013020	$95.00 USD	$7,600.00 USD
40	1.00	AVG Silver Service Agreement AVG Silver Service Agreement - 1 year term includes unlimited phone and email support, on-site response time within 2 business days during business hours M-F 8:30-5:00. Preventative Maintenance performed 2 times during term. Expedited freight for repair/replacement.	$4,750.00 USD	$4,750.00 USD

Attachment: Contract for Audio Visual Equipment (6188 : Emergency Operations Center Video Wall)

Advanced Video Group, Inc.
Irmo, South Carolina 29063
Phone: (803) 451-4031 Fax: (803) 451-4047

ADVANCED VIDEO GROUP INC

QUOTE #9497-01

Emergency Management

Expiry Date: 9/16/2020

Account Manager: Adam Dox

Payment Term: Net 30
Quotes Valid for 30 days. Quotes are subject to all applicable sales tax.

If this Job requires Labor or Installation, a signed Scope of Work will be required along with a Purchase Order for the order to be processed and the project added to our installation schedule.

SC State Agencies: Based on SC State Procurement Policy, non-contract items will be invoiced separately from contract items.

Credit Card orders are subject to a 3% Processing Fee.
Overdue Balances are subject to 15% Finance Charge.

Please send all Purchase Orders to orders@avgroup-sc.com

Product Total	$185,573.48 USD
Project Services	$28,000.00 USD
Subtotal	$213,573.48 USD
Tax	
South Carolina State Tax	$11134.41 USD
LOCAL	$3711.47 USD
Total	$228,419.36 USD

Attachment: Contract for Audio Visual Equipment (6188 : Emergency Operations Center Video Wall)

Advanced Video Group, Inc.
Irmo, South Carolina 29063
Phone: (803) 451-4031 Fax: (803) 451-4047

EXHIBIT D - Business Information Record for Subconsultants/Subcontractors

The Bidder shall list all subcontractors and vendors, who will be providing subcontracting services, furnishing materials, etc. fo is project. The list shall be submitted in the format provided below. Any proposed changes from the list shall be submitted in writi o 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 Cod – See Key Below)
				%		
				%		
				%		
				%		
				%		
				%		

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 $_____
TOTAL CONTRACT AMOUNT: $_____

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

Business Name: _-_____

Representative Name/Title: _____

Date: _____

Attachment: Contract for Audio Visual Equipment (6188 : Emergency Operations Center Video Wall)

Business Information for Subconsultants/Subcontractors- Continued

List information for each Subcontractor or Subconsultant below.

1) 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 #

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

Company Name

Physical Address

Mailing Address

City/State Zip Code + 4

(_____)_____ (____) _____
Phone number Fax number

Primary Contact Name Secondary Contact Name

Primary Contact Email Address Secondary Contact Email Address

Attachment: Contract for Audio Visual Equipment (6188 : Emergency Operations Center Video Wall)

Federal ID # Vendor #

3) 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 #

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 #

Attachment: Contract for Audio Visual Equipment (6188 : Emergency Operations Center Video Wall)

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 #

Attachment: Contract for Audio Visual Equipment (6188 : Emergency Operations Center Video Wall)

Exhibit E - Invoicing Procedure

1. The City's Project Manager or his/her designee must review all invoices prior to payment.
2. The Consultant's invoice must contain sufficient detail by task and resource and should be easily traceab to the work completed on the project schedule. Descriptions used in the project schedule shall match tho descriptions contained in the Consultant's invoice.
3. The work completed on the Consultant's project schedule must be the basis for full or a percentage payment for work completed on the Consultant's invoice.
4. The Consultant will not request payment for taxes on Professional Services, labor or installation fees.
5. The Consultant will not invoice, or request payment for any equipment or services that may be specifie in this Agreement prior to the delivery of said equipment or performance of said services.
6. The Consultant shall adhere to an agreed-upon delivery schedule for equipment and/or services. This is ensure that the City does not pay for the advanced delivery of equipment that was not approved f delivery and/or have to warehouse or make space for unanticipated equipment deliveries. Exceptions this requirement must be approved by the City's designated Project Manager and Purchasing Agent writing.
7. All invoices shall include a valid Purchase Order number on the bill. If an approved emergency purchas are required for any reason before a purchase order number is available, a copy of the emergency reque for purchase should accompany the Consultant's invoice.
8. The Consultant shall name a representative that will be responsible for reviewing all invoicing concer that the City may have regarding this project.
9. The Consultant shall submit receipts for all actual expenses.
10. Travel expenses including airfare and car rental shall be invoiced at cost, without markup and with approve documentation (Note: This section does not apply to travel within the Columbia region for work bei performed for the Agreement. It pertains to ***approved*** travel to and from Columbia if necessary to fulf the terms of the Agreement.). Travel expenses apply only if applicable and approved by the City.
11. Lodging shall be invoiced up to the per diem rate according to the General Services Administration (GS rates established at www.gsa.gov, based on the date of travel. Lodging expenses apply only if applicab and approved by the City.
12. Field documents and other equipment/supplies shall be invoiced at cost only, with no markup, and th invoice must be submitted with approved documentation (packing slip/vendor invoice).
13. Other required non-labor expenses that may be applicable to the project and pre-approved by the City designated Project Manager shall be invoiced at cost only, with no markup, and the invoice must b submitted with approved documentation (packing slip/vendor invoice).
14. Each invoice/payment request shall identify the percentage and dollar amount that will be paid to th Subconsultant and/or vendor for work performed and materials/products furnished. If required, th Consultant shall submit supporting documentation as required by the designated point of contact support the amount being invoiced.
15. The Consultant shall provide the names of the Subconsultants and/or vendors and a description of th work performed in the invoice/request for payment. The Consultant shall also provide a breakdown of th supplies and materials being billed by each Subconsultant and/or vendor and the dollar amount to b reimbursed by the City.

Attachment: Contract for Audio Visual Equipment (6188 : Emergency Operations Center Video Wall)

EXHIBIT F - PROMPT PAYMENT AFFIDAVIT

Consultant will place a check in the appropriate box below that applies to this payment request.

Re: Payment Request No. _____

I, _____ (Name), the _____ (Title - e.g., President, Vice President, etc.) of _____ ("Company"), do state the following with regard to payments made under Contract No. _____ ("Contract"):

1. ____Subconsultant, at the first tier, both DBE and non-DBE, who completed work and were listed for payment on the prior Payment Request No. _____, were paid no later than twenty (20) calendar days after Company received payment from the City.

2. ____Copies of invoices and cancelled checks for Subconsultant at the first tier who were paid under the prior payment request have been delivered or mailed to the Construction Management Division. In addition, Company has attached to the current Payment Request all lien waivers for prior subcontractor payments and any other documentation required by the City. (Failure to attach all required documentation to the Payment Request or forward cancelled checks and invoices to the City's Project Manager may cause the Payment Request to be rejected by City.)

3. ____All retainage amounts withheld from any Subconsultant who satisfactorily completed its portion of the contract work, including punch list items, were paid to the Subconsultant(s) no later than fourteen (14) calendar days after it satisfactorily completed its work, whether or not City has paid said retainage amounts to Consultant. Attach a copy of the cancelled check evidencing payment of each retainage amount.

4. ____There was no delay in or postponement of any payment owed to a Subconsultant, whether periodic payment or retainage amount, except for good cause and after receipt of prior written approval from the City's Project Manager.

Attach a copy of the written approval from the City of Columbia.

_____
Company Name

_____
Signature

_____
Print Name

Date: _____

Subscribed and sworn to before me this ____ day of _____ 20___.

_____
Notary Public

Attachment: Contract for Audio Visual Equipment (6188 : Emergency Operations Center Video Wall)

Audio Visual Products and Services **Solicitation Number 5400011023** Contract Terms & Conditions **Max Contract Period:** **5/3/2016 – 5/2/2021** **Page Updated 4/28/2020**	**IT Procurement Manager** **Carol Norfleet** cnorfleet@mmo.sc.gov **(803) 737-3224**

Contract pricing is accessed via each contractor's website as below under the "Catalog Website/Price File" link. The respective contractor's discounts and offered brands are shown below under their "Product/Discount List" link. Approved brands and the contractors offering them are also available, to aid in searching for products, at this link: Brand Offerings and Vendors.

A variety of audio/visual brands and products are available for each category. Contractors are required to offer products representing each category. **Any brand name not listed is not included under the terms of this contract. Items not listed/priced on a contractor's website are not included under the contract.**

Discounts listed are the minimum. Large purchases may be eligible for greater discounts. There is a minimum order of $200 to avoid added freight charges. Contractor may bill for installation components (cables, mounting brackets, etc.) related to equipment purchases, as long as the total does not exceed 10% of the total equipment purchase amount.

VENDORS

A3 Communications	Goodlife Communications LLC
Amitrace	Howard Technology Solutions
Applied Video Systems Inc	McWaters Inc
Advanced Video Group Inc	Netsource ET LLC
Bridgetek Solutions LLC	Network Cabling Infrastructures (NCI)
CCS Presentation Systems	Sharp Business Systems
Camcor Inc	SKC Communication Products LLC
Carousel Industries	Smarter Systems Creative Audio Visual
Charleston Imaging Products dba The Office People	Technical Services Audio Visual
Clark Powell Associates Inc	Troxell Communications
Codelynx Inc	Unified Technology Systems Inc
Encore Technology Group LLC	WH Platts Company

A3 Communications

1038 Kinley Rd, Bldg B
Irmo SC 29063
Contact: Brian Thomas
Contract #: 4400012968
Product/Discount List: Discount List
Catalog Website/Price List: Price File

Phone: 803-744-5000
Fax: 803-731-6046
brian.thomas@a3communications.com

Attachment: Contract for Audio Visual Equipment (6188 : Emergency Operations Center Video Wall)

Amitrace
1119 Satellite Blvd, NW, Suite 304
Suwanee, GA 30024
Contact: Faraz Ahmed
Contract #: 4400021929
Product/Discount List:
Catalog Website/Price List:

Phone: 770-263-9190
sales@amitrace.com
Discount List
Price File

Applied Video Systems
5816-D Shakespeare Rd
Columbia, SC 29223
Contact: Jody Brunson
Contract #: 4400013015
Product/Discount List:
Catalog Website/Price List:

Phone: 803-735-1120
Fax: 803-735-1121
jbrunson@appliedvideosystems.com
Discount List
Price File

Advanced Video Group Inc
4046 Fernandina Rd Ste G

Contact: Adam Dox
Contract #: 4400013020
Product/Discount List:
Catalog Website/Price List:

Phone: 803-451-4031, Ext 31
Fax: 803-714-6539
adam@avgroup-sc.com
Discount List
Price File
Password: 4400013020

Bridgetek Solutions LLC
744 East Stone Avenue
Greenville, SC 29616
Contact: Thomas Clinton
Contract #: 4400013021
Product/Discount List:
Catalog Website/Price List:

Phone: 864-214-0221, Ext 1
Fax: 864-214-0221
tclinton@bridgeteksolutions.com
Discount List
Price File
Select “Contracts” at the top of the page to see SC Contract Pricing.

Camcor Inc
930 Folly Rd, Suite C
Charleston SC 29412
Contact: Randy Bailey
Contract #: 4400013022
Product/Discount List:
Catalog Website/Price List:

Phone: 800-868-2462, Ext 35
Fax: 800-298-1181
rbjr@camcor.com
Discount List
Price File

Attachment: Contract for Audio Visual Equipment (6188 : Emergency Operations Center Video Wall)

Carousel Industries
3025 Windward Plaza, Suite 195
Alpharetta, GA 30005
Contact: Denise Long
Contract #: 4400013023
Product/Discount List:
Catalog Website/Price List:

Phone: 615-815-3315
dlong@carouselindustries.com
Discount List
Price File

CCS Presentation Systems
4357 Park Drive, Suite I
Norcross, GA 30093
Contact:
Contract #: 4400021927
Product/Discount List:
Catalog Website/Price List:

Billing: 10393 Fortune Parkway
Jacksonville, FL 32256
cmaloy@ccssoutheast.com
Phone: 470-545-9732
Fax: 904-998-7225
Discount List
Price File

Charleston Imaging Products, Inc, dba The Office People
3129 W Montague Ave, North
Charleston SC 29418
Contact: Holly Mummert
Contract #: 4400016522
Product/Discount List:
Catalog Website/Price List:

Phone: 843-769-7444
holly@charlestonimaging.com
Discount List
Price File
Password: AVSC

Clark Powell Associates Inc
342 Riverchase Way, Suite A
Lexington, SC 29072
Contact: Joanne Nall
Contract #: 4400013026
Product/Discount List:
Catalog Website/Price List:

Phone: 800-843-1099
Fax: 855-403-8200
joanne@clark-powell.com
Discount List
Price File
ID: South Carolina State Contract / Password: KCpd#bE

Codelynx Inc
4937 Fargo Street
North Charleston, SC 29418
Contact: Drew Weston
Contract #: 4400018573
Product/Discount List:
Catalog Website/Price List:

Phone: 843-266-2330
Fax: 843-266-2333
Drew.weston@codelynx.com
Discount List
Price File

Attachment: Contract for Audio Visual Equipment (6188 : Emergency Operations Center Video Wall)

Encore Technology Group LLC
2000 Wade Hampton Blvd, Suite 210
Greenville, SC 29615
Contact: Russell Young
Contract #: 4400013161
Product/Discount List:
Catalog Website/Price List:

Phone: 888-983-6267
ryoung@encoretg.com
Discount List
Price File

Goodlife Communications
17 Loch Carrun Terrace
Charleston, SC 29414
Contact: Thomas Bonavita
Contract #: 4400016159
Product/Discount List:
Catalog Website/Price List:

Phone: 843-224-7838
Fax: 843-793-2903
tom@goodlifecommunications.com
Discount List
Price File
User Name: state / Password: contractprice

Howard Technology Solutions
PO Box 1590
Laurel, MS 39441

Contact: Yareasia Ellis
Contract #: 4400016854
Product/Discount List:
Catalog Website/Price List:

Office: 888-912-3151
Direct (Contact): 601-399-5633
Fax: 601-399-5077
yellis@howard.com
Discount List
Price File

McWaters, Inc
1104 Shop Road
Columbia, SC 29201
Contact: Ned Little
Contract #: 4400013094
Product/Discount List:
Catalog Website/Price List:

Phone: 803-256-8303
Fax: 803-256-2312
nlittle@mcwaters.com
Discount List
Price File

Network Cabling Infrastructures (NCI)
9561 William Aiken Avenue
Ladson, SC 29456
Contact: Steve Holcombe
Contract #: 4400021917
Product Discount File:
Catalog Website/Price List:

Phone: 770-495-0798
Fax: 678-730-0135
Discount List
Price File

Attachment: Contract for Audio Visual Equipment (6188 : Emergency Operations Center Video Wall)

Netsource ET, LLC
156 Langsdale Road
Columbia, SC 29212
Contact: Allison McCrary
Contract #: 4400013123
Product/Discount List:
Catalog Website/Price List:

Phone: 803-707-0369
Fax: 803-945-9217
amccrary@netsourcek12.com

Discount List
Price File

Sharp Business Systems
109 Ben Hamby Drive
Greenville, SC 29615
Contact: Randy Bidwell
Contract #: 4400013295
Product/Discount List:
Catalog Website/Price List:

Phone: 864-675-2000
Fax: 864-675-2161
Randy.bidwell@sharpusacom

Discount List
Price File

SKC Communication Products LLC
274 Museum Rd
Rock Hill SC 29732

Contact: Jeff Breazeale
Contact #: 4400013031
Product/Discount List:
Catalog Website/Price List:

Phone: 800-882-7779, Ext 7271
Direct (Contact): 913-543-7271
Fax: 877-696-0985
Jeff.breazeale@skccom.com

Discount List
Price File
Password: SC12345

Smarter Systems Creative Audio Visual
3023 HSBC Way, Suite 120
Fort Mill, SC 29707
Contact: Ned Coleman
Contract #: 4400013228
Product/Discount List:
Catalog Website/Price List:

Phone: 704-765-5065
Fax: 980-207-4891
ned@smartersys.com

Discount List
Price File

Technical Services Audio Visual
775 Barber Street
Athens, GA 30601
Contact: Lisa Lewis
Contract #: 4400013028
Product/Discount List:
Catalog Website/Price List:

Phone: 706-613-8759
Fax: 706-613-5020
sales@tsav.com

Discount List
Price File
User Name: sclogin / Password: sclogintsavsite

Attachment: Contract for Audio Visual Equipment (6188 : Emergency Operations Center Video Wall)

Troxell Communications
3214-BB Leaphart Rd
West Columbia, SC 29169
Contact: William Jacocks
Contract #: 4400013030
Product/Discount List:
Catalog Website/Price List:

Phone: 800-578-8858
Fax: 800-589-5939
William.jacocks@trox.com

Discount List
Price File

Unified Technology Systems Inc.
101 Corporate Drive, Suite 106
West Columbia, SC 29169
Contact: Danny Dalton
Contract #: 4400020690
Product/Discount List:
Catalog Website/Price List:

Billing: 161 Austin Avenue NE
Marietta, GA 30060
Danny.dalton@gounified.tech

Phone: 803-233-1349

Discount List
Price File
Password: uavscontract

WH Platts Company
6543 A Fain St
North Charleston, SC 29406
Contact: Cindy Melton
Contract #: 4400013163
Product/Discount List:
Catalog Website/Price List:

Phone: 843-553-1131, Ext 105
Fax: 843-553-1151
cindym@whplatts.com

Discount List
Price File

Attachment: Contract for Audio Visual Equipment (6188 : Emergency Operations Center Video Wall)

We Are Columbia

MEETING DATE: **September 15, 2020**

DEPARTMENT: **Procurement and Contracts**

FROM: ***Sandra Wright, Purchasing Agent***

SUBJECT: **Council is asked to approve a Hardware, Maintenance and Service Contract, as requested by the Information Technology Services Department. Award to the Hewlett Packard Enterprise Company, using the SC State Contract in the amount of $65,258.27. This vendor is located in Roseville, CA.**

REQUISITION NO.: **R206901**

FUNDING SOURCE & ORIGINAL BUDGET: **Funding Source: Information Technology- Maintenance & Service Contract (1011120-638200). The original budget amount is $65,258.27.**

CLEAN WATER 2020?: **No**

FOCUS AREAS: **Innovative & High Quality Municipal Services**

We respectfully request Council's approval for this purchase using the SC State Contract# 4400011431 Vendor, Hewlett Packard Enterprise Company, at the following cost plus sales tax.

SAN Storage Support Services	
Base Price	$60,424.32
SC State Taxes	$4,833.95
PO Total	$65,258.27

Sec. 2-204.-Item (9) - Competitive sealed bidding required; exceptions. All city contracts shall be awarded by competitive sealed bidding except the following as determined pursuant to definitions and standards set by regulations, or except as otherwise provided in this article: When purchasing through State Contracts.

ATTACHMENTS:

- Hewlett Packard Enterprise Quote (PDF)
- SC State Contract 2015-2020_Computer_Equipment_SC_HP-Enterprise_Executed_PA-Amend-2 (PDF)

Janelle Roberson
Hewlett Packard Enterprise Company
8000 Foothills Blvd
ROSEVILLE CA 95747

Cory Williams
City of Columbia
1136 Washington St
COLUMBIA SC 29201-3224

06/10/2020

Support Account Reference: MXN3095559
HPE Reference Number: 49510855

Dear Cory Williams:

Enclosed is a Hewlett Packard Enterprise support service quote for your products. Review the services, support items, coverage dates, addresses, and company contacts for accuracy. Please advise Hewlett Packard Enterprise of any changes prior to submitting your purchase order or authorization. To order support services detailed in this package, please return billing authorization by choosing one of the following convenient options. Subject to HPE Customer Terms - Support or purchase agreement with Hewlett Packard Enterprise and if applicable, Exhibit E24.

Option 1: Provide an open-ended purchase order. An open-ended purchase order allows Hewlett Packard Enterprise to add products to your agreement as necessary, as well as renew your support from year to year. Cancellation of the support service agreement requires a 30-day written notice.

Option 2: Provide a PO for the coverage dates specified in the enclosed referenced proposal.
Your PO must note at least one of the following, along with the support coverage period:
1. Hewlett Packard Enterprise Reference (quote) number(s),
2. Support Account Reference(s) (SAR)
3. Service Agreement ID(s) (SAID)
4. AMP ID(s)

* If there is an approval signature section on your PO then it should be signed/approved before sending to Hewlett Packard Enterprise. Please indicate if you are taxable or tax exempt. If your organization is Tax Exempt, please send a copy of your Tax Exemption Certificate with your PO. Include your billing frequency and current invoice-to address.

Option 3: Sign and return the attached Signature Authorization Form (SAM).
* If you provide authorization via the SAM form (Signature Authorization Method), please insure that all of the applicable boxes are checked on the form, along with the printed name and signature of the authorizing party.

Note: If the information in Options 1 through 3 is not included in your PO or SAM Form then Hewlett Packard Enterprise will need to contact you to collect this missing data, which will cause a delay in activating your support contract(s). Hewlett Packard Enterprise requires these details for audit purposes.

Hewlett Packard Enterprise values your business and looks forward to providing you with continued support. If you require further assistance, please contact your HPE Representative at 916 5401056 . You can send your PO or SAM to your HPE Representative, or FAX it to .

Sincerely,
Janelle Roberson
HPE Representative

Attachment: Hewlett Packard Enterprise Quote (6170 : Hewlett Packard SAN Storage Support Services)

Hewlett Packard Enterprise

SIGNATURE AUTHORIZATION METHOD (SAM)

The Signature Authorization Method (SAM) may be used to order Hewlett Packard Enterprise (HPE) Support Services **ONLY IF A PURCHASE ORDER IS NOT REQUIRED TO AUTHORIZE SERVICE DELIVERY AND REMIT PAYMENT.** This SAM form, including the quotation(s) and governing terms referenced herein shall be referred to collectively as the "Support Agreement."

(1) Customer Information:

Company Name
City of Columbia

Invoice to Address
PO BOX 147
Columbia SC 29217

(2) Contract Information: Unless otherwise notified all quotes under the AMP ID below will be renewed:

[ ] Initial Quote Number: 49510855 **[ ]** AMP ID:** 80266386FCP
Support Account Reference: MXN3095559 **Coverage Period:** 11/01/2020 - 10/31/2021
***The enclosed Support Account Overview dated 06/10/2020 summarizes the quotes contained within the above AMP ID.
This quote bundle is valid until: 10/31/2020
[ ] Check as applicable if your authorization is open-ended.
The following term applies only to open-ended support agreements. This Support Agreement is for the period stated on Hewlett Packard Enterprise's quote. It will be extended without modification by consecutive terms of 12 months unless one of the parties gives written notice in accordance with the underlying business terms prior to the end of the respective 12 months. If modifications of the Support Agreement are necessary, Hewlett Packard Enterprise will notify Customer in writing 60 days before the modifications are effective. Customer may terminate this Support Agreement within 30 days from receipt of notice. If Customer does not exercise this right of termination, this Support Agreement will be continued to the end of the current term with the modifications, and extended by consecutive 12-month terms. Re-pricing will occur automatically without further authorization.

(3) REQUIRED- Tax Information:
[ ] Taxable **OR [ ]** Tax Exempt Exemption #_____ (Attach copy of exemption certificate)

(4) REQUIRED- Billing Frequency: Do not enclose Payment. Please select one of the following:
Please bill me:

[ ] Pre-Pay up front for the entire coverage term
[ ] Annually
[ ] Quarterly (Total annual amount must exceed $20,000)
[ ] Semi-Annually (Total annual amount must exceed $20,000)
[ ] Monthly (Total annual amount must exceed $20,000)
[ ] Charge my credit card. Check one: [ ]Visa [ ] MasterCard [ ]American Express

For your protection, please call your HPE Sales Representative with the credit card number.
Cardholder Name (Print) _____
Cardholder's Signature_____
Credit Card Invoice-To Address _____

(5) REQUIRED- Service Authorization and Terms and Conditions:
Customer's signature on this form constitutes authorization for Hewlett Packard Enterprise to invoice Customer for the Hewlett Packard Enterprise support services represented in this Support Agreement. This support agreement will be governed by the following: i) The purchase agreement currently in effect between Customer and Hewlett Packard Enterprise that includes the delivery of Support Services, or if none, the Hewlett Packard Enterprise Customer Terms-Support (CTSP01), the Supplemental Data Sheet (CTDS01); and ii) any applicable Transaction Documents thereto.

_____
Authorized Signature and Date

_____ _____
Printed Name, Title and Phone Number

(6) Completed form should be returned to:
Hewlett Packard Enterprise Company
Janelle Roberson
8000 Foothills Blvd
ROSEVILLE, CA 95747

TEL:916 5401056
FAX:

Attachment: Hewlett Packard Enterprise Quote (6170 : Hewlett Packard SAN Storage Support Services)

Support Account Overview

AMP ID: 80266386FCP

Special Terms and Conditions No: 4400011431

Customer Address:
City of Columbia
1136 Washington St
COLUMBIA SC 29201-3224

HPE Address:
Hewlett Packard Enterprise Company
8000 Foothills Blvd
ROSEVILLE CA 95747

Customer Contact:
Cory Williams
Tel: (803) 737-4264
Fax:
E-mail Cory.williams@columbiasc.gov

HPE Representative:
Janelle Roberson
Tel: 916 5401056
Fax:
E-mail janelle.roberson@hpe.com

This quote is valid until 10/31/2020

This order is governed by the specific agreement referenced below in the comment section. If none is identified, then Hewlett Packard Enterprise's standard terms will apply. Either one is the "Agreement". Multi-year support renewals are governed by the Exhibit E24 in addition to the Agreement unless otherwise specified.

- Standard Terms: www.hpe.com/docs/customerterms
- Datasheets: www.hpe.com/info/mktlibrary

Your Support Access Options for Service Agreement Customers:

- **Manage your service agreement online, visit -** https://s360.hpe.com / https://esam.hpe.com
- **HPE Support Center -** www.hpe.com/support/hpesc

Please have your Service Agreement ID and Product/Serial available to expedite your support experience.

Support Account Reference	Service Agreement ID	Coverage Period From:	To:	Description	Contract Total/USD
MXN3095559	1040 9619 6050	11/01/2020	10/31/2021	MXN3095559	60,424.32
Total Excluding Taxes City of Columbia					**60,424.32**

Please refer to the payment schedule for prices to be invoiced yearly in advance.

Attachment: Hewlett Packard Enterprise Quote (6170 : Hewlett Packard SAN Storage Support Services)

Support Account Overview

Hewlett Packard Enterprise

AMP ID: 80266386FCP

Customer Address:
City of Columbia
1136 Washington St
COLUMBIA SC 29201-3224

HPE Address:
Hewlett Packard Enterprise Company
8000 Foothills Blvd
ROSEVILLE CA 95747

Support Account Reference	Coverage Period From: To:	Description	Contract Total/USD

Summary of Charges	
Hardware Support	17,548.08
SW Updates eDelivery	14,440.08
Software Support-Labor	28,436.16
Total Excluding Taxes	**60,424.32**

Total excludes all taxes. If applicable, taxes will be added at the time of invoicing at the current tax rate.
Total price includes all additions, deletions, warranties, discounts and adjustments if applicable.
Refer to the detail document for any applicable state & local tax

Please refer to the payment schedule for prices to be invoiced yearly in advance.

Attachment: Hewlett Packard Enterprise Quote (6170 : Hewlett Packard SAN Storage Support Services)

Support Account Detail

Hewlett Packard Enterprise

Special Terms and Conditions No: 4400011431
Your PO Reference:
CCRN Number: 0409619603

Support Account Reference: MXN3095559

HPE Reference No.: 49510855

Equipment Address:
City of Columbia
1136 Washington St
Columbia SC 29201-3224

Software Update Address:
City of Columbia
1136 Washington St
Columbia SC 29201-3224

Hardware Contact:
Cory Williams
Tel: (803) 737-4264
Fax:

Software Contact:
Cory Williams
Tel: (803) 737-4264
Fax:

This quote is valid until 10/31/2020
Coverage from: 11/01/2020 to: 10/31/2021

Service Agreement ID: 1040 9619 6050 **For Support, please call: 866-211-5211**

Product No.	Description	Serial No.	Coverage Period from: to:	Qty	Price/USD
H1K93AC	**HPE Proactive Care 24x7 wDMR SVC**				
***** Hardware Support *****					
	HPE Hardware Maintenance Onsite Support Hardware Problem Diagnosis Onsite Support Parts and Material provided 4 Hr Onsite Response 24 Hrs Std Office Days 24 hrs, Day 6 24 hrs, Day 7 Holidays Covered Travel Zone 1 Defective Media Retention No Usage Limitation Remote Delivery SVC Advanced Access to Adv Tech Specialists				
QR483A	HPE 3PAR StoreServ 7400 2-N Storage Base	MXN3095559		1	119.95
	Please note HPE can no longer support this item from: 10/31/2022				
QR486A	HPE 3PAR 7000 4-pt 8Gb/s FC Adapter	KDBYD0AQ93K02E		1	19.60
	Please note HPE can no longer support this item from: 10/31/2022				
QR486A	HPE 3PAR 7000 4-pt 8Gb/s FC Adapter	KDBYD0BDX3W0CK		1	19.60
	Please note HPE can no longer support this item from: 10/31/2022				
QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD	2SF306N0G0		1	3.14
QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD	2SF306N0G1		1	3.14
QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD	2SF306N0FW		1	3.14

Comment: Participating Addendum #4400011431 must be sited on Purchase Order

Please refer to the payment schedule for prices to be invoiced yearly in advance.

Attachment: Hewlett Packard Enterprise Quote (6170 : Hewlett Packard SAN Storage Support Services)

Hewlett Packard Enterprise

Special Terms and Conditions No: 4400011431
Your PO Reference:
CCRN Number: 0409619603

Product No.	Description	Serial No.	Coverage Period from: to:	Qty	Price/USD
QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD	2SF306N0FY		1	3.14
QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD	2SF306N0FX		1	3.14
QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD	2SF306N0FV		1	3.14
QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD	2SF306N0CT		1	3.14
QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD	2SF306N0CV		1	3.14
QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD	2SF306N0CW		1	3.14
QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD	2SF306N0CU		1	3.14
QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD	2SF306N0CX		1	3.14
QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD	2SF306N0CY		1	3.14
QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD	2SF306N0CZ		1	3.14
QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD	2SF306N0D1		1	3.14
QR490A	HPE M6710 2.5in 2U SAS Drive Enclosure	MXN30901FS		1	24.30
	Please note HPE can no longer support this item from: 10/31/2022				
QR490A	HPE M6710 2.5in 2U SAS Drive Enclosure	MXN30901FT		1	24.30
	Please note HPE can no longer support this item from: 10/31/2022				
QR490A	HPE M6710 2.5in 2U SAS Drive Enclosure	MXN30901FV		1	24.30
	Please note HPE can no longer support this item from: 10/31/2022				
QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD	2SF306N0GL		1	3.14
QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD	2SF306N0GM		1	3.14
QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD	2SF306N0GK		1	3.14
QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD	2SF306N0GS		1	3.14
QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD	2SF306N0GT		1	3.14
QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD	2SF306N0GP		1	3.14
QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD	2SF306N0D2		1	3.14
QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD	2SF306N0D0		1	3.14
QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD	2SF306N0GJ		1	3.14
QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD	2SF306N0D9		1	3.14
QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD	2SF306N0GD		1	3.14
QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD	2SF306N0GH		1	3.14
QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD	2SF306N0GF		1	3.14
QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD	2SF306N0DU		1	3.14
QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD	2SF306N0DS		1	3.14
QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD	2SF306N0DR		1	3.14
QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD	2SF306N0DT		1	3.14
QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD	2SF306N0DZ		1	3.14
QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD	2SF306N0DY		1	3.14
QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD	2SF306N0DP		1	3.14
QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD	2SF306N0DW		1	3.14
QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD	2SF306N0DV		1	3.14
QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD	2SF306N0DX		1	3.14
QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD	2SF306N0D4		1	3.14
QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD	2SF306N0D6		1	3.14
QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD	2SF306N0D5		1	3.14
QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD	2SF306N0D3		1	3.14
QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD	2SF306N0D8		1	3.14
QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD	2SF306N0DA		1	3.14
QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD	2SF306N0DB		1	3.14

Please refer to the payment schedule for prices to be invoiced yearly in advance.

Attachment: Hewlett Packard Enterprise Quote (6170 : Hewlett Packard SAN Storage Support Services)

Hewlett Packard Enterprise

Special Terms and Conditions No: 4400011431
Your PO Reference:
CCRN Number: 0409619603

Product No.	Description	Serial No.	Coverage Period from: to:	Qty	Price/USD
QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD	2SF306N0DC		1	3.14
QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD	2SF306N0EL		1	3.14
QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD	2SF306N0EM		1	3.14
QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD	2SF306N0EN		1	3.14
QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD	2SF306N0EP		1	3.14
QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD	2SF306N0ER		1	3.14
QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD	2SF306N0ES		1	3.14
QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD	2SF306N0EU		1	3.14
QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD	2SF306N0ET		1	3.14
QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD	2SF306N0EV		1	3.14
QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD	2SF306N0EW		1	3.14
QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD	2SF306N0D7		1	3.14
QR491A	HPE M6720 3.5in 4U SAS Drive Enclosure	MXN30901FW		1	24.30
	Please note HPE can no longer support this item from: 10/31/2022				
QR491A	HPE M6720 3.5in 4U SAS Drive Enclosure	MXN30901FX		1	24.30
	Please note HPE can no longer support this item from: 10/31/2022				
QR491A	HPE M6720 3.5in 4U SAS Drive Enclosure	MXN30901FY		1	24.30
	Please note HPE can no longer support this item from: 10/31/2022				
QR491A	HPE M6720 3.5in 4U SAS Drive Enclosure	MXN30901H0		1	24.30
	Please note HPE can no longer support this item from: 10/31/2022				
QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THG303N0GM		1	3.14
QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THG303N0GW		1	3.14
QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THG303N0GV		1	3.14
QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THG303N0GN		1	3.14
QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THG303N0GG		1	3.14
QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THG303N0GE		1	3.14
QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THG303N0GP		1	3.14
QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THG303N0GJ		1	3.14
QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THG303N0GK		1	3.14
QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THG303N0GL		1	3.14
QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THG303N0GH		1	3.14
QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THG303N0GC		1	3.14
QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THG303N0GD		1	3.14
QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THG303N0GF		1	3.14
QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THG303N0FD		1	3.14
QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THG303N0FE		1	3.14
QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THG303N0FF		1	3.14
QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THG303N0FG		1	3.14
QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THG303N0F6		1	3.14
QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THG303N0F5		1	3.14
QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THG303N0HE		1	3.14
QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THG303N0HF		1	3.14
QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THG303N0HH		1	3.14
QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THG303N0HB		1	3.14
QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THP304N002		1	3.14
QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THG303N0G3		1	3.14
QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THP303N3UP		1	3.14

Please refer to the payment schedule for prices to be invoiced yearly in advance.

Attachment: Hewlett Packard Enterprise Quote (6170 : Hewlett Packard SAN Storage Support Services)

Hewlett Packard Enterprise

Special Terms and Conditions No: 4400011431
Your PO Reference:
CCRN Number: 0409619603

Product No.	Description	Serial No.	Coverage Period from: to:	Qty	Price/USD
QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THP303N3UU		1	3.14
QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THG303N0G4		1	3.14
QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THG303N0FY		1	3.14
QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THG303N0FW		1	3.14
QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THG303N0HD		1	3.14
QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THG303N0HC		1	3.14
QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THP303N3UV		1	3.14
QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THP303N3UW		1	3.14
QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THP304N003		1	3.14
QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THP303N3UN		1	3.14
QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THP304N004		1	3.14
QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THP304N005		1	3.14
QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THP303N3UX		1	3.14
QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THG303N0FS		1	3.14
QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THG303N0FR		1	3.14
QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THP304N00M		1	3.14
QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THP304N00N		1	3.14
QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THP304N00R		1	3.14
QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THP304N00S		1	3.14
QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THP304N00T		1	3.14
QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THP304N00U		1	3.14
QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THP304N00V		1	3.14
QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THP304N00W		1	3.14
QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THP304N00X		1	3.14
QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THP304N00Y		1	3.14
QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THG303N0FK		1	3.14
QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THG303N0FN		1	3.14
QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THG303N0FL		1	3.14
QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THG303N0FM		1	3.14
QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THG303N0FA		1	3.14
QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THG303N0FB		1	3.14
QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THG303N0FC		1	3.14
QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THG303N0F7		1	3.14
QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THG303N0F8		1	3.14
QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THG303N0F9		1	3.14
QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THG303N0MK		1	3.14
QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THG303N0MJ		1	3.14
QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THG303N0M5		1	3.14
QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THG303N0M3		1	3.14
QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THG303N0M0		1	3.14
QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THG303N0LZ		1	3.14
QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THG303N0LV		1	3.14
QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THG303N0LU		1	3.14
QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THG303N0MG		1	3.14
QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THG303N0M8		1	3.14
252663-D72	HPE Basic 4.9kVA/L6-30P/C19/NA/J PDU	CN02470077		1	0.00
252663-D72	HPE Basic 4.9kVA/L6-30P/C19/NA/J PDU	CN02470078		1	0.00

Please refer to the payment schedule for prices to be invoiced yearly in advance.

Attachment: Hewlett Packard Enterprise Quote (6170 : Hewlett Packard SAN Storage Support Services)

Hewlett Packard Enterprise

Special Terms and Conditions No: 4400011431
Your PO Reference:
CCRN Number: 0409619603

Product No.	Description	Serial No.	Coverage Period from: to:	Qty	Price/USD
252663-D72	HPE Basic 4.9kVA/L6-30P/C19/NA/J PDU	CN02470087		1	0.00
252663-D72	HPE Basic 4.9kVA/L6-30P/C19/NA/J PDU	CN02470076		1	0.00
BW946A	HPE 42U Location Discovery Kit	CN8305P0RW		1	0.00
BW932A	HPE 600mm Rack Stabilizer Kit			1	0.00
BW906A	HPE 42U 1075mm Side Panel Kit			1	0.00
QR483A	HPE 3PAR StoreServ 7400 2-N Storage Base	MXN3095560		1	119.95
	Please note HPE can no longer support this item from: 10/31/2022				
QR486A	HPE 3PAR 7000 4-pt 8Gb/s FC Adapter	KDBYD0BDX3W0E0		1	19.60
	Please note HPE can no longer support this item from: 10/31/2022				
QR486A	HPE 3PAR 7000 4-pt 8Gb/s FC Adapter	KDBYD0BDX3W0CD		1	19.60
	Please note HPE can no longer support this item from: 10/31/2022				
QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD	2SF306N0BA		1	3.14
QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD	2SF306N04W		1	3.14
QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD	2SF306N0GZ		1	3.14
QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD	2SF306N0GU		1	3.14
QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD	2SF306N0H4		1	3.14
QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD	2SF306N0H6		1	3.14
QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD	2SF306N0H8		1	3.14
QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD	2SF306N0FL		1	3.14
QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD	2SF306N0BX		1	3.14
QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD	2SF306N0BR		1	3.14
QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD	2SF306N0B9		1	3.14
QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD	2SF306N0GX		1	3.14
QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD	2SF306N0GV		1	3.14
QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD	2SF306N0H1		1	3.14
QR490A	HPE M6710 2.5in 2U SAS Drive Enclosure	MXN30901H3		1	24.30
	Please note HPE can no longer support this item from: 10/31/2022				
QR490A	HPE M6710 2.5in 2U SAS Drive Enclosure	MXN30901H2		1	24.30
	Please note HPE can no longer support this item from: 10/31/2022				
QR490A	HPE M6710 2.5in 2U SAS Drive Enclosure	MXN30901H1		1	24.30
	Please note HPE can no longer support this item from: 10/31/2022				
QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD	2SF306N0HA		1	3.14
QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD	2SF306N0H9		1	3.14
QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD	2SF306N0H5		1	3.14
QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD	2SF306N0H7		1	3.14
QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD	2SF306N0GB		1	3.14
QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD	2SF306N0ED		1	3.14
QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD	2SF306N0EK		1	3.14
QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD	2SF306N0G9		1	3.14
QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD	2SF306N0GC		1	3.14
QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD	2SF306N0GW		1	3.14
QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD	2SF306N0G8		1	3.14
QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD	2SF306N0GY		1	3.14
QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD	2SF306N0H3		1	3.14
QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD	2SF306N0H2		1	3.14

Please refer to the payment schedule for prices to be invoiced yearly in advance.

Attachment: Hewlett Packard Enterprise Quote (6170 : Hewlett Packard SAN Storage Support Services)

Hewlett Packard Enterprise

Special Terms and Conditions No: 4400011431
Your PO Reference:
CCRN Number: 0409619603

Product No.	Description	Serial No.	Coverage Period from: to:	Qty	Price/USD
QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD	2SF306N0H0		1	3.14
QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD	2SF306N0EC		1	3.14
QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD	2SF306N0EE		1	3.14
QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD	2SF306N0EJ		1	3.14
QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD	2SF306N0GA		1	3.14
QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD	2SF306N0EA		1	3.14
QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD	2SF306N0EG		1	3.14
QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD	2SF306N0EH		1	3.14
QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD	2SF306N0EF		1	3.14
QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD	2SF306N0FF		1	3.14
QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD	2SF306N0FD		1	3.14
QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD	2SF306N0FE		1	3.14
QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD	2SF306N0FG		1	3.14
QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD	2SF306N0G4		1	3.14
QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD	2SF306N0GE		1	3.14
QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD	2SF306N0HB		1	3.14
QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD	2SF306N0HC		1	3.14
QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD	2SF306N0FC		1	3.14
QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD	2SF306N0FB		1	3.14
QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD	2SF306N0FA		1	3.14
QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD	2SF306N0F9		1	3.14
QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD	2SF306N0F8		1	3.14
QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD	2SF306N0F7		1	3.14
QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD	2SF306N0HD		1	3.14
QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD	2SF306N0G7		1	3.14
QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD	2SF306N0G5		1	3.14
QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD	2SF306N0G6		1	3.14
QR496A	HPE M6710 900GB 6G SAS 10K 2.5in HDD	2SF306N0EB		1	3.14
QR491A	HPE M6720 3.5in 4U SAS Drive Enclosure	MXN30901H7		1	24.30
	Please note HPE can no longer support this item from: 10/31/2022				
QR491A	HPE M6720 3.5in 4U SAS Drive Enclosure	MXN30901H6		1	24.30
	Please note HPE can no longer support this item from: 10/31/2022				
QR491A	HPE M6720 3.5in 4U SAS Drive Enclosure	MXN30901H5		1	24.30
	Please note HPE can no longer support this item from: 10/31/2022				
QR491A	HPE M6720 3.5in 4U SAS Drive Enclosure	MXN30901H4		1	24.30
	Please note HPE can no longer support this item from: 10/31/2022				
QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THG303N0MH		1	3.14
QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THG303N0LY		1	3.14
QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THG303N0LT		1	3.14
QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THG303N0M2		1	3.14
QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THG304N04D		1	3.14
QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THG304N01A		1	3.14
QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THG303N0J0		1	3.14
QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THG303N0JY		1	3.14
QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THG303N0JX		1	3.14
QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THG303N0JW		1	3.14
QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THG303N0HV		1	3.14

Please refer to the payment schedule for prices to be invoiced yearly in advance.

Attachment: Hewlett Packard Enterprise Quote (6170 : Hewlett Packard SAN Storage Support Services)

Hewlett Packard Enterprise

Special Terms and Conditions No: 4400011431
Your PO Reference:
CCRN Number: 0409619603

Product No.	Description	Serial No.	Coverage Period from: to:	Qty	Price/USD
QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THG303N0HT		1	3.14
QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THG303N0HN		1	3.14
QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THG303N0HG		1	3.14
QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THG303N0HZ		1	3.14
QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THG303N0LR		1	3.14
QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THP304N009		1	3.14
QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THG303N0HJ		1	3.14
QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THG303N0K6		1	3.14
QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THG303N0K7		1	3.14
QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THG303N0K5		1	3.14
QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THG303N0J1		1	3.14
QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THP304N008		1	3.14
QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THP304N007		1	3.14
QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THP304N001		1	3.14
QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THP304N006		1	3.14
QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THP303N3V0		1	3.14
QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THP303N3UY		1	3.14
QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THP303N3UZ		1	3.14
QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THG303N0LP		1	3.14
QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THG303N0LL		1	3.14
QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THG303N0LM		1	3.14
QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THG303N0MD		1	3.14
QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THG303N0M9		1	3.14
QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THG303N0LS		1	3.14
QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THG303N0M1		1	3.14
QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THG303N0LX		1	3.14
QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THG303N0LW		1	3.14
QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THG303N0HK		1	3.14
QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THG303N0HX		1	3.14
QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THG303N0JP		1	3.14
QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THG303N0JT		1	3.14
QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THG303N0JS		1	3.14
QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THG303N0JR		1	3.14
QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THG303N0J3		1	3.14
QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THG303N0HW		1	3.14
QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THG303N0HY		1	3.14
QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THG303N0J2		1	3.14
QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THG303N0J6		1	3.14
QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THG303N0JU		1	3.14
QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THG303N0JV		1	3.14
QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THG303N0JB		1	3.14
QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THG303N0JC		1	3.14
QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THG303N0JG		1	3.14
QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THG303N0JF		1	3.14
QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THG303N0JE		1	3.14
QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THG303N0JD		1	3.14
QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THG303N0J7		1	3.14

Please refer to the payment schedule for prices to be invoiced yearly in advance.

Attachment: Hewlett Packard Enterprise Quote (6170 : Hewlett Packard SAN Storage Support Services)

Hewlett Packard Enterprise

Special Terms and Conditions No: 4400011431
Your PO Reference:
CCRN Number: 0409619603

Product No.	Description	Serial No.	Coverage Period from: to:	Qty	Price/USD
QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THG303N0J4		1	3.14
QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THG303N0FX		1	3.14
QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THG303N0G1		1	3.14
QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THG303N0G7		1	3.14
QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THG303N0G2		1	3.14
QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THG303N0GA		1	3.14
QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THG303N0G9		1	3.14
QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THG303N0G0		1	3.14
QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THG303N0JZ		1	3.14
QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THP304N00B		1	3.14
QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THP304N00A		1	3.14
QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THG303N0G6		1	3.14
QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THG303N0FZ		1	3.14
QR499A	HPE M6720 2TB 6G SAS 7.2K 3.5in NL HDD	THG303N0G5		1	3.14

Discounts

Government Header Discount % -20%	*372.80-*
Pre Payment HdrDisc% -2%	*28.86-*

***** Software Support *****

HPE Software Technical Unlimited Support
SW Technical Support
SW Electronic Support
24 Hrs Std Office Days
24 Hrs Day 6
24 Hrs Day 7
Holidays Covered
Standard Response
Access to Adv Tech Specialists

BC795A	HP 3PAR 7400 Reporting Suite LTU	1	58.80
	Please note HPE can no longer support this item from: 10/31/2022		
BC796A	HP 3PAR 7400 App Suite for VMware LTU	1	58.80
	Please note HPE can no longer support this item from: 10/31/2022		
BC798A	HP 3PAR 7400 App Suite for SQL LTU	1	58.80
	Please note HPE can no longer support this item from: 10/31/2022		
BC773A	HP 3PAR 7400 OS Suite Base LTU	1	87.02
	Please note HPE can no longer support this item from: 10/31/2022		
BC774A	HPE 3PAR 7400 OS Suite Drv LTU	168	263.76
	Please note HPE can no longer support this item from: 10/31/2022		
BC775A	HPE 3PAR 7400 Replication Suite Base LTU	1	55.66
	Please note HPE can no longer support this item from: 10/31/2022		
BC776A	HPE 3PAR 7400 Replication Suite Drv LTU	168	263.76
	Please note HPE can no longer support this item from: 10/31/2022		
BC777A	HP 3PAR 7400 Data Opt Suite Base LTU	1	74.48
	Please note HPE can no longer support this item from: 10/31/2022		

Please refer to the payment schedule for prices to be invoiced yearly in advance.

Attachment: Hewlett Packard Enterprise Quote (6170 : Hewlett Packard SAN Storage Support Services)

Hewlett Packard Enterprise

Special Terms and Conditions No: 4400011431
Your PO Reference:
CCRN Number: 0409619603

Product No.	Description	Serial No.	Coverage Period from: to:	Qty	Price/USD
BC778A	HPE 3PAR 7400 Data Opt Suite Drv LTU			168	263.76
	Please note HPE can no longer support this item from: 10/31/2022				
BC795A	HP 3PAR 7400 Reporting Suite LTU			1	58.80
	Please note HPE can no longer support this item from: 10/31/2022				
BC796A	HP 3PAR 7400 App Suite for VMware LTU			1	58.80
	Please note HPE can no longer support this item from: 10/31/2022				
BC798A	HP 3PAR 7400 App Suite for SQL LTU			1	58.80
	Please note HPE can no longer support this item from: 10/31/2022				
BC773A	HP 3PAR 7400 OS Suite Base LTU			1	87.02
	Please note HPE can no longer support this item from: 10/31/2022				
BC774A	HPE 3PAR 7400 OS Suite Drv LTU			168	263.76
	Please note HPE can no longer support this item from: 10/31/2022				
BC775A	HPE 3PAR 7400 Replication Suite Base LTU			1	55.66
	Please note HPE can no longer support this item from: 10/31/2022				
BC776A	HPE 3PAR 7400 Replication Suite Drv LTU			168	263.76
	Please note HPE can no longer support this item from: 10/31/2022				
BC777A	HP 3PAR 7400 Data Opt Suite Base LTU			1	74.48
	Please note HPE can no longer support this item from: 10/31/2022				
BC778A	HPE 3PAR 7400 Data Opt Suite Drv LTU			168	263.76
	Please note HPE can no longer support this item from: 10/31/2022				
	HPE Software Updates SVC License to Use & SW Updates HPE Recommended SW Upd Method HPE Recommended Doc Upd Method				
BC795A	HP 3PAR 7400 Reporting Suite LTU			1	31.36
	Please note HPE can no longer support this item from: 10/31/2022				
BC796A	HP 3PAR 7400 App Suite for VMware LTU			1	31.36
	Please note HPE can no longer support this item from: 10/31/2022				
BC798A	HP 3PAR 7400 App Suite for SQL LTU			1	31.36
	Please note HPE can no longer support this item from: 10/31/2022				
BC773A	HP 3PAR 7400 OS Suite Base LTU			1	46.26
	Please note HPE can no longer support this item from: 10/31/2022				
BC774A	HPE 3PAR 7400 OS Suite Drv LTU			168	131.04
	Please note HPE can no longer support this item from: 10/31/2022				
BC775A	HPE 3PAR 7400 Replication Suite Base LTU			1	29.01
	Please note HPE can no longer support this item from: 10/31/2022				
BC776A	HPE 3PAR 7400 Replication Suite Drv LTU			168	131.04
	Please note HPE can no longer support this item from: 10/31/2022				
BC777A	HP 3PAR 7400 Data Opt Suite Base LTU			1	39.20
	Please note HPE can no longer support this item from: 10/31/2022				
BC778A	HPE 3PAR 7400 Data Opt Suite Drv LTU			168	131.04
	Please note HPE can no longer support this item from: 10/31/2022				
BC795A	HP 3PAR 7400 Reporting Suite LTU			1	31.36
	Please note HPE can no longer support this item from: 10/31/2022				
BC796A	HP 3PAR 7400 App Suite for VMware LTU			1	31.36
	Please note HPE can no longer support this item from: 10/31/2022				

Please refer to the payment schedule for prices to be invoiced yearly in advance.

Attachment: Hewlett Packard Enterprise Quote (6170 : Hewlett Packard SAN Storage Support Services)

Hewlett Packard Enterprise

Special Terms and Conditions No: 4400011431
Your PO Reference:
CCRN Number: 0409619603

Product No.	Description	Serial No.	Coverage Period from: to:	Qty	Price/USD
BC798A	HP 3PAR 7400 App Suite for SQL LTU			1	31.36
	Please note HPE can no longer support this item from: 10/31/2022				
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	Please note HPE can no longer support this item from: 10/31/2022				
BC774A	HPE 3PAR 7400 OS Suite Drv LTU			168	131.04
	Please note HPE can no longer support this item from: 10/31/2022				
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	Please note HPE can no longer support this item from: 10/31/2022				
BC777A	HP 3PAR 7400 Data Opt Suite Base LTU			1	39.20
	Please note HPE can no longer support this item from: 10/31/2022				
BC778A	HPE 3PAR 7400 Data Opt Suite Drv LTU			168	131.04
	Please note HPE can no longer support this item from: 10/31/2022				

Discounts

Government Header Discount % -20%	*912.00-*
Pre Payment HdrDisc% -2%	*74.98-*

Summary of Charges

Hardware Support	1,462.34
Hardware Support Tax SC	0.00
SW Updates eDelivery	1,203.34
SW Updates eDelivery Tax SC	0.00
Software Support-Labor	2,369.68
Software Support-Labor Tax SC	189.57
TOTAL INCLUDING TAX	**5,224.93**

Taxes have been added at current rate, however, tax rates will be those in effect at the time of invoicing.
Total price includes all additions, deletions, warranties, discounts and adjustments if applicable.

Please refer to the payment schedule for prices to be invoiced yearly in advance.

Attachment: Hewlett Packard Enterprise Quote (6170 : Hewlett Packard SAN Storage Support Services)

Payment Schedule as of 06/10/2020

AMP ID: 80266386FCP

Settlement Period from: From: 11/01/2020 to: 10/31/2021

Support Account Reference	11/01/2020 10/31/2021
MXN3095559	60,424.32
Total for the period	
City of Columbia	**60,424.32**

Applicable tax to be added to the invoice.

Please refer to the payment schedule for prices to be invoiced yearly in advance. Price in USD.

Attachment: Hewlett Packard Enterprise Quote (6170 : Hewlett Packard SAN Storage Support Services)

State of South Carolina

Participating Addendum Amendment # #2 WB

Contract Number	4400011431
Date:	3/6/2020
Procurement Officer	Will Butler
Phone	803-737-9854
E-Mail Address	wbutler@mmo.sc.gov
Address	1201 Main St Suite 600 Columbia SC 29201

DESCRIPTION: **Computer Equipment, Peripherals, and Related Services**

USING GOVERNMENTAL UNIT: **State Term Contract**

CONTRACTOR'S NAME AND ADDRESS: **Hewlett Packard Enterprise Company**
14231 Tandem Blvd.
Austin, TX 78728

TYPE OF CHANGE:

☐ Change to Contract Scope of Work

☐ Change to Contract Pricing Pursuant to Existing Contract Clause.
Clause Name _____ Clause No. _____

☐ Administrative Change to Contract (such as changes in paying office, name of Agency Contract Administrator, etc.)

x Other Change

IMPORTANT NOTICE:

x Change Order: Contractor is required to sign this document and return to the procurement officer named above by the following date: 3/16/2020.

☐ Contract Modification: Contractor is required to acknowledge receipt of this document in writing by the following date: _____. Contractor does not indicate agreement with change simply by acknowledging receipt.

DESCRIPTION OF CHANGE / MODIFICATION:

This Amendment extends the maximum potential duration of South Carolina's Participating Addendum with HPE under the NASPO Master Agreement MNNVP-134 for Computer Equipment, Peripherals & Related Services past the original expiration date of March 31, 2020 to July 31, 2021 or until the State enters into a new contract for the acquisition of these categories of goods, whichever occurs first.

This Amendment also serves to extend the maximum potential duration of South Carolina State Term Contract 4400011431 past the original expiration date of March 31, 2020 to July 31, 2021 or until the State enters into a new contract for the acquisition of these categories of goods, whichever occurs first.

Except as provided herein, all terms and conditions of the Contract referenced above remain unchanged and in full force and effect.

CONTRACTOR'S CERTIFICATE OF CURRENT COST OR PRICING DATA: The Contractor certifies that, to the best of its knowledge and belief, the cost or pricing data (as defined by 48 C.F.R. 2.101) submitted, either actually or by specific identification in writing, by the Contractor to the Procurement Officer in support of this change order are accurate, complete, and current as of the date this change order is signed. [*Procurement Officer must initial here* WB *if Certificate inapplicable to this Change Order*]

(See "Pricing Data – Audit – Inspection" provision.) (Reference § 11-35-1830 & R. 19-445.2120)

SIGNATURE OF PERSON AUTHORIZED TO EXECUTE THIS CHANGE ORDER & CERTIFICATE ON BEHALF OF CONTRACTOR

By: Mary A. Reuss
(authorized signature)

Mary A. Reuss
(printed name of person signing above)

Its: Contract Negotiator
(title of person signing above)

Date: March 10, 2020

SIGNATURE OF PERSON AUTHORIZED TO EXECUTE / ISSUE THIS CHANGE ORDER / CONTRACT MODIFICATION ON BEHALF OF USING GOVERNMENTAL UNIT

By: _____
(authorized signature)

Will Butler
(printed name of person signing above)

Its: Procurement Manager
(title of person signing above)

Date: 3/17/2020

Attachment: SC State Contract 2015-2020_Computer_Equipment_SC_HP-Enterprise_Executed_PA-Amend-2 (6170 : Hewlett Packard SAN

State of South Carolina

Participating Addendum Amendment

Contract Number	4400011431
Procurement Officer	Michael Dalton
Phone	803-737-4994
E-Mail Address	mdalton@mmo.sc.gov
Address	1201 Main Street Suite 600 Columbia, SC 29201

DESCRIPTION: NASPO ValuePoint Cooperative Purchasing Program

USING GOVERNMENTAL UNIT: Statewide

CONTRACTOR'S NAME AND ADDRESS: Hewlett Packard Enterprise
14231 Tandem Blvd
Austin, TX 78728

TYPE OF CHANGE:

- ☐ Change to Contract Scope of Work
- ☐ Change to Contract Pricing Pursuant to Existing Contract Clause.
  Clause Name _____. Clause No. _____
- ☐ Administrative Change to Contract (such as changes in paying office, name of Agency Contract Administrator, etc.)
- X Other Change

IMPORTANT NOTICE:
Contractor is required to sign this document and return one (1) copy to the procurement officer named above by the following date: February 24, 2017.

DESCRIPTION OF CHANGE / MODIFICATION:

WHEREAS, the State of South Carolina, through its Information Technology Management Office (referred to herein as "State"), has entered into an agreement with Presidio Technology Capital (referred to hereafter as "Presidio") whereby Presidio may assist the State in financing certain purchases from Contractor as related to this Participating Addendum through a leasing arrangement; and

WHEREAS, as a consequence of this arrangement, the State and Presidio ask that the Contractor undertake certain actions to facilitate the efforts of Presidio and the State, and Contractor agrees to undertake such actions;

THEREFORE, the State and the Contractor agree as follows:

1. Solely as a convenience to the parties, Presidio may issue purchase orders to Contractor on behalf of the State and Contractor shall send its Invoice to Presidio, showing State as purchaser. Nothing in such purchase order or any other documentation executed in connection with the financing obligates Presidio to Contractor or relieves the State of its obligations, if any, under this Participating Addendum. You will look solely to the State for any and all performance under the Participating Addendum.
2. State and each State Entity purchasing under this Participating Addendum, by accepting Equipment and authorizing Presidio to make payment as required under the Participating Addendum, assigns its rights, but not its obligations under the Participating Addendum to Presidio, effective only upon Presidio's acquiring ownership of the Equipment either following an Event of Default or upon voluntary transfer of ownership by State at the end of the Lease Term.
3. Presidio's rights hereunder and under the financing agreement may be assigned to a bank, financial institution or other person qualified to be financier to the State under the Master Lease. Contractor may rely on any notice from Presidio as to the identity of such Lessor.

Except as provided herein, all terms and conditions of the Contract referenced above remain unchanged and in full force and effect.

SIGNATURE OF PERSON AUTHORIZED TO EXECUTE THIS CHANGE ORDER & CERTIFICATE ON BEHALF OF CONTRACTOR:	SIGNATURE OF PERSON AUTHORIZED TO EXECUTE / ISSUE THIS CHANGE ORDER CONTRACT MODIFICATION ON BEHALF OF USING GOVERNMENTAL UNIT:
By: _____ (authorized signature)	By: _____ (authorized signature)
Matthew A. Whipkey, Esq. (printed name of person signing above)	MICHAEL DALTON (printed name of person signing above)
Its: Specialist Legal Counsel (title of person signing above)	Its: PROCUREMENT OFFICER (title of person signing above)
Date: March 21, 2017	Date: MARCH 22, 2017

Attachment: SC State Contract 2015-2020_Computer_Equipment_SC_HP-Enterprise_Executed_PA-Amend-2 (6170 : Hewlett Packard SAN

PARTICIPATING ADDENDUM
NASPO ValuePoint COOPERATIVE PURCHASING PROGRAM
Computer Equipment
Administered by the State of Minnesota (hereinafter "Lead State")

MASTER AGREEMENT
Master Agreement No: MNNVP-134 and MNWNC-115
Hewlett Packard Enterprise
(hereinafter "Contractor")
And
State of South Carolina, Information Technology Management Office (ITMO),
a unit of the South Carolina State Fiscal Accountability Authority's
Division of Procurement Services
(hereinafter "Participating State/Entity")

Participating State of South Carolina Contract Number 4400011431

1. Scope: This addendum allows for purchase of the following Computer Equipment/Services: **Band 4: Server** and **Band 5: Storage**, from the Computer Equipment, Peripherals and Related Services cooperative purchasing program, led by the State of Minnesota along with a multi-state sourcing team for use by state agencies and other entities located in the Participating State/Entity that is authorized by that state's statutes to utilize state /entity contracts, and which receives prior written approval of the state's chief procurement official.

The original solicitation contains the requirements and definitions establishing the following Product Bands allowed on the Master Agreement. The Master Agreement identifies the bands awarded to the Contract Vendor. The configuration limits and restrictions for the Master Agreement are provided with revisions identified by the Participating State in this Participating Addendum.

CONFIGURATION LIMITS. The Participating State's Chief Procurement Official may increase or decrease the configuration limits in their Participating Addendum. The Participating State will determine with the Contract Vendor how to approve these modifications to the State's Product and Service Schedule ("PSS").

Changes to the configuration limits, if any, shall be specified in Section 4 of this Participating Addendum.

The dollar limits identified below are based on a **SINGLE** computer configuration. This is **NOT** a restriction on the purchase of multiple configurations (e.g. an entity could purchase 2 servers @ $350,000 for a total purchase price of $700,000).

ITEM	CONFIGURATION*
Server	$ 350,000
Storage	$ 750,000
Services	$ 100,000
Peripherals	$ 15,000

* Configuration is defined as the combination of hardware and software components that make up the total functioning system. Software purchases are considered a part of the configuration limit of the equipment.

South Carolina's Participation Addendum – Scope: Notwithstanding the foregoing, the following items listed within the RFP are expressly EXCLUDED from the scope of the Participating Addendum:

Attachment: SC State Contract 2015-2020_Computer_Equipment_SC_HP-Enterprise_Executed_PA-Amend-2 (6170 : Hewlett Packard SAN

PARTICIPATING ADDENDUM
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Participating State of South Carolina Contract Number 4400011431

SC **Exclusions** from this Participation Addendum.

- Band 1: Desktop
- Band 2: Laptop
- Band 3: Tablet
- All other configurations (hardware, software, etc.)
- Commercial off-the-Shelf (COTS) Software except the operating software at time of purchase.
- Cloud Services and Software as a Service (SaaS)
- General Consulting and Professional Services

2. Participation: Use of specific NASPO ValuePoint cooperative contracts by agencies, political subdivisions and other entities (including cooperatives) authorized by an individual state's statutes to use the State of South Carolina contracts are subject to the prior approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.

Pursuant to Section 11-35-4810, South Carolina public procurement units, both state and local (as defined by S.C. Code Ann. § 11-35-4610(5), as amended) are authorized to participate in cooperative purchasing.

Pursuant to Section 11-35-510 of the South Carolina Code of Laws, ITMO is authorized to act as the statutory procurement agent for every state governmental body (as defined by S.C. Code Ann. § 11-35-310(18), as amended). Consistent with its statutory authority, ITMO is acting solely in a representative capacity and on behalf of such state governmental bodies.

Participation by local public procurement units (as defined by S.C. Code Ann. § 11-35-4610(3), as amended) in the Master Service Agreement is optional. By submitting an order and receiving delivery of an item pursuant to the Master Service Agreement, a local public procurement unit manifests its intent to be and is bound by the Master Service Agreement, including this addendum, unless the local public procurement unit has entered into a separate Participating Addendum.

Each SC Participant's obligations and liabilities are independent of any other SC Participant's obligations and liabilities. SC Participants are not obligated for any order submitted by another SC Participant and do not incur any liability with regard to any other SC Participant. ITMO is acting

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Participating State of South Carolina Contract Number 4400011431

solely on behalf of SC governmental bodies and bears no liability for any damages that any party may incur with regard to the Master Service Agreement.

3. Order of Precedence:

1. A Participating Entity's Participating Addendum ("PA"); A Participating Entity's Participating Addendum shall not diminish, change, or impact the rights of the Lead State with regard to the Lead State's contractual relationship with the Contract Vendor under the Terms of Minnesota NASPO ValuePoint Master Agreement;

2. Minnesota NASPO ValuePoint Master Agreement (includes negotiated Terms & Conditions);

3. The Solicitation including all Addendums; and

4. Contract Vendor's response to the Solicitation.

These documents shall be read to be consistent and complementary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above. Contract Vendor terms and conditions that apply to this Master Agreement are only those that are expressly accepted by the Lead State and must be in writing and attached to the Master Agreement as an Exhibit or Attachment. No other terms and conditions shall apply, including terms and conditions listed in the Contract Vendor's response to the Solicitation, or terms listed or referenced on the Contract Vendor's website, in the Contract Vendor quotation/sales order or in similar documents subsequently provided by the Contract Vendor. The solicitation language prevails unless a mutually agreed exception has been negotiated.

4. Participating State Modifications or Additions to Master Agreement:
(Other modifications or additions apply only to actions and relationships within the Participating Entity.)

Deletions from Master Agreement. The following provisions of the Master Agreement do not form a part of the contract with the State of South Carolina or any of its public procurement units:

¶24. "Payment" on page 12

¶19. "Limitation of Liability" on page 19

Attachment: SC State Contract 2015-2020_Computer_Equipment_SC_HP-Enterprise_Executed_PA-Amend-2 (6170 : Hewlett Packard SAN

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Participating State of South Carolina Contract Number 4400011431

The following provisions are added:

A. DEFINITIONS:

"**ITMO**" means the Information Technology Management Office established by South Carolina Code Section 11-35-820, as amended.

"Authority" means the South Carolina State Fiscal Accountability Authority or its successor in interest.

"Business" means any corporation, partnership, individual, sole proprietorship, joint stock company, joint venture, or any other legal entity. [11-35-310(3)]

"Buyer" means the Procurement Officer.

"Change Order" means any written alteration in specifications, delivery point, rate of delivery, period of performance, price, quantity, or other provisions of any contract accomplished by mutual agreement of the parties to the contract. [11-35-310(4)]

"Contract" See Section 1 of Attachment A of the Master Agreement.

"Contract Modification" means a written order signed by the Procurement Officer, directing the contractor to make changes which the clause of the contract titled "Changes," if included herein, authorizes the Procurement Officer to order without the consent of the contractor. [11-35-310(9)]

"Procurement Officer" means the person, or his successor, identified as such in this Participating Addendum.

"You and **Your"** means contractor.

"State" means the Using Governmental Unit(s) identified in Section 1.

"Subcontractor" means any person you contract with to perform or provide any part of the Work.

"Using Governmental Unit" means all South Carolina Public Procurement Units [11-35-4610(5)] eligible to purchase under this contract.

Attachment: SC State Contract 2015-2020_Computer_Equipment_SC_HP-Enterprise_Executed_PA-Amend-2 (6170 : Hewlett Packard SAN

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Participating State of South Carolina Contract Number 4400011431

"Work" means all labor, materials, equipment, services, or property of any type, provided or to be provided by the Contractor to fulfill the Contractor's obligations under the Contract. [02-2A003-2]

"SC Participant(s)" means all participating South Carolina public procurement units (as defined by S.C. Code Ann. § 11-35-4610(5), as amended) or governmental bodies (as defined by S.C. Code Ann. § 11-35-310(18), as amended).

"Services" means the furnishing of labor, time or effort by a contractor not required to deliver a specific end product, other than reports which are merely incidental to required performance. The term includes consultant services other than architectural, engineering, land surveying, construction management, and related services. This term does not include employment agreements, or services as defined in Section 11-35-310-(1)B.

"Participating Addendum" as defined in the Master Agreement, forms a part of the Master Agreement, and supersedes the Master Agreement to the extent of any inconsistency. The terms and conditions of this Addendum apply only to the relationship between SC Participants and Contractor.

B. AUTHORIZED AGENT (FEB 2015):
All authority regarding this procurement is vested solely with the responsible Procurement Officer. Unless specifically delegated in writing, the Procurement Officer is the only government official authorized to bind the government with regard to this procurement or the resulting contract. [02-2A007-1]

C. AUTHORITY AS PROCUREMENT AGENT (FEB 2015):
The Procurement Officer is an employee of the Authority acting on behalf of the Using Governmental Unit(s) pursuant to the Consolidated Procurement Code. Any contracts awarded as a result of this procurement are between the Contractor and the Using Governmental Units(s). The Authority is not a party to such contracts, unless and to the extent that the Authority is a using governmental unit, and bears no liability for any party's losses arising out of or relating in any way to the contract. [02-2A030-2]

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Participating State of South Carolina Contract Number 4400011431

D. CERTIFICATION REGARDING DEBARMENT AND OTHER RESPONSIBILITY MATTERS (JAN 2004):

(a) (1) Contractor certifies, to the best of its knowledge and belief, that-
(i) Contractor and/or any of its Principals-
(A) Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any state or federal agency;
(B) Have not, within a three-year period preceding, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and
(C) Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.
(ii) Contractor has not, within a three-year period preceding, had one or more contracts terminated for default by any public (Federal, state, or local) entity.
(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).
(b) Contractor shall provide immediate written notice to the Procurement Officer if, Contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
(c) If Contractor is unable to certify the representations stated in paragraphs (a)(1), Contractor must submit a written explanation regarding its inability to make the certification. The certification will be considered in connection with a review of the Contractor's responsibility. Failure of the Contractor to furnish additional information as requested by the Procurement Officer may render the Contractor nonresponsible.
(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of a Contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

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(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Contractor knowingly or in bad faith rendered an erroneous certification, in addition to other remedies available to the State, the Procurement Officer may terminate the contract for default. [02-2A035-1 Modified]

E. CODE OF LAWS AVAILABLE (JAN 2006):

The South Carolina Code of Laws, including the Consolidated Procurement Code, is available at: http://www.scstatehouse.gov/code/statmast.php(.)
The South Carolina Regulations are available at:
http://www.scstatehouse.gov/coderegs/statmast.php(.) [02-2A040-2]

F. DRUG FREE WORK PLACE CERTIFICATION (JAN 2004):

Contractor will comply with all applicable provisions of The Drug-free Workplace Act, Title 44, Chapter 107 of the South Carolina Code of Laws, as amended. [02-2A065-1 Modified]

G. ETHICS CERTIFICATE (MAY 2008):

Contractor certifies that the Contractor has and will comply with, and has not, and will not, induce a person to violate Title 8, Chapter 13 of the South Carolina Code of Laws, as amended (ethics act). The following statutes require special attention: Section 8-13-700, regarding use of official position for financial gain; Section 8-13-705, regarding gifts to influence action of public official; Section 8-13-720, regarding offering money for advice or assistance of public official; Sections 8-13-755 and 8-13-760, regarding restrictions on employment by former public official; Section 8-13-775, prohibiting public official with economic interests from acting on contracts; Section 8-13-790, regarding recovery of kickbacks; Section 8-13-1150, regarding statements to be filed by consultants; and Section 8-13-1342, regarding restrictions on contributions by contractor to candidate who participated in awarding of contract. The state may rescind any contract and recover all amounts expended as a result of any action taken in violation of this provision. If contractor participates, directly or indirectly, in the evaluation or award of public contracts, including without limitation, change orders or task orders regarding a public contract, contractor shall, if required by law to file such a statement, provide the statement required by Section 8-13-1150 to the procurement officer at the same time the law requires the statement to be filed. [02-2A075-2 Modified]

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H. IRAN DIVESTMENT ACT - CERTIFICATION (JAN 2015):

(a) The Iran Divestment Act List is a list published by the Authority pursuant to Section 11-57-310 that identifies persons engaged in investment activities in Iran. Currently, the list is available at the following URL: **http://procurement.sc.gov/PS/PS-iran-divestment.phtm**(.) Section 11-57-310 requires the government to provide a person ninety days written notice before he is included on the list. The following representation, which is required by Section 11-57-330(A), is a material inducement for the State to enter into this Participating Addendum with you. (b) By signing this Addendum, you certify that, as of the date you sign, you are not on the then-current version of the Iran Divestment Act List. (c) You must notify the Procurement Officer immediately if, at any time before posting of this addendum, you are added to the Iran Divestment Act List. [02-2A077-1 Modified]

I. ASSIGNMENT, NOVATION, AND CHANGE OF NAME, IDENTITY, OR STRUCTURE (FEB 2015):

(a) Contractor shall not assign this contract, or its rights, obligations, or any other interest arising from this contract, or delegate any of its performance obligations, without the express written consent of the responsible procurement officer. The foregoing restriction does not apply to a transfer that occurs by operation of law (e.g., bankruptcy; corporate reorganizations and consolidations, but not including partial asset sales). Notwithstanding the foregoing, contractor may assign monies receivable under the contract provided that the state shall have no obligation to make payment to an assignee until thirty days after contractor (not the assignee) has provided the responsible procurement officer with (i) proof of the assignment, (ii) the identity (by contract number) of the specific state contract to which the assignment applies, and (iii) the name of the assignee and the exact address or account information to which assigned payments should be made. (b) If contractor amends, modifies, or otherwise changes its name, its identity (including its trade name), or its corporate, partnership or other structure, or its FEIN, contractor shall provide the procurement officer prompt written notice of such change. (c) Any name change, transfer, assignment, or novation is subject to the conditions and approval required by Regulation 19-445.2180, which does not restricts transfers by operation of law. [07-7A004-2]

J. BANKRUPTCY – GENERAL (FEB 2015):

(a) Notice. In the event the Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish written notification of the bankruptcy to the Using Governmental Unit. This notification shall be furnished within

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two (2) days of the initiation of the proceedings relating to the bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of all State contracts against which final payment has not been made. This obligation remains in effect until final payment under this Contract. (b) Termination. This contract is voidable and subject to immediate termination by the State upon the contractor's insolvency, including the filing of proceedings in bankruptcy. [07-7A005-2]

K. CHOICE-OF-LAW (JAN 2006):
The Agreement, any dispute, claim, or controversy relating to the Agreement, and all the rights and obligations of the parties shall, in all respects, be interpreted, construed, enforced and governed by and under the laws of the State of South Carolina, except its choice of law rules and conflict of law. As used in this paragraph, the term "Agreement" means any transaction or agreement arising out of, relating to, or contemplated by the solicitation. [07-7A010-1]

L. DISPUTES (JAN 2006):
(1) Choice-of-Forum. All disputes, claims, or controversies relating to the Agreement shall be resolved exclusively by the appropriate Chief Procurement Officer in accordance with Title 11, Chapter 35, Article 17 of the South Carolina Code of Laws, or in the absence of jurisdiction, only in the Court of Common Pleas for, or a federal court located in, Richland County, State of South Carolina. Contractor agrees that any act by the Government regarding the Agreement is not a waiver of either the Government's sovereign immunity or the Government's immunity under the Eleventh Amendment of the United States Constitution. As used in this paragraph, the term "Agreement" means any transaction or agreement arising out of, relating to, or contemplated by the solicitation. (2) Service of Process. Contractor consents that any papers, notices, or process necessary or proper for the initiation or continuation of any disputes, claims, or controversies relating to the Agreement; for any court action in connection therewith; or for the entry of judgment on any award made, may be served on Contractor by certified mail (return receipt requested) addressed to Contractor at the address provided as the Notice Address on Page Two or by personal service or by any other manner that is permitted by law, in or outside South Carolina. Notice by certified mail is deemed duly given upon deposit in the United States mail. [07-7A025-1]

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M. EQUAL OPPORTUNITY (JAN 2006):
Contractor is referred to and shall comply with all applicable provisions, if any, of Title 41, Part 60 of the Code of Federal Regulations, including but not limited to Sections 60-1.4, 60-4.2, 60-4.3, 60-250.5(a), and 60-741.5(a), which are hereby incorporated by reference. [07-7A030-1]

N. FALSE CLAIMS (JAN 2006):
According to the S.C. Code of Laws Section 16-13-240, "a person who by false pretense or representation obtains the signature of a person to a written instrument or obtains from another person any chattel, money, valuable security, or other property, real or personal, with intent to cheat and defraud a person of that property is guilty" of a crime. [07-7A035-1]

O. NO INDEMNITY OR DEFENSE (FEB 2015):
Any term or condition is void to the extent it requires the State to indemnify, defend, or pay attorney's fees to anyone for any reason. [07-7A045-2]

P. OPEN TRADE (JUN 2015)
During the contract term, including any renewals or extensions, Contractor will not engage in the boycott of a person or an entity based in or doing business with a jurisdiction with whom South Carolina can enjoy open trade, as defined in SC Code Section 11-35-5300. [07-7A053-1]

Q. PAYMENT & INTEREST (FEB 2015):
(a) The State shall pay the Contractor, after the submission of proper invoices or vouchers, the prices stipulated in this contract for supplies delivered and accepted or services rendered and accepted, less any deductions provided in this contract. Unless otherwise specified herein, including the purchase order, payment shall not be made on partial deliveries accepted by the Government. (b) Unless otherwise provided herein, including the purchase order, payment will be made by check. (c) Notwithstanding any other provision, payment shall be made in accordance with S.C. Code Section 11-35-45, or Chapter 6 of Title 29 (real property improvements) when applicable, which provides the Contractor's exclusive means of recovering any type of interest from the Owner. Contractor waives imposition of an interest penalty unless the invoice submitted specifies that the late penalty is applicable. Except as set forth in this paragraph, the State shall not be liable for the payment of interest on any debt or claim arising out of or related to this contract for any reason. (d) Amounts due to the State shall bear interest at the rate of

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interest established by the South Carolina Comptroller General pursuant to Section 11-35-45 ("an amount not to exceed fifteen percent each year"), as amended, unless otherwise required by Section 29-6-30. (e) Any other basis for interest, including but not limited to general (pre- and post-judgment) or specific interest statutes, including S.C. Code Ann. Section 34-31-20, are expressly waived by both parties. If a court, despite this agreement and waiver, requires that interest be paid on any debt by either party other than as provided by items (c) and (d) above, the parties further agree that the applicable interest rate for any given calendar year shall be the lowest prime rate as listed in the first edition of the Wall Street Journal published for each year, applied as simple interest without compounding. (f) The State shall have all of its common law, equitable and statutory rights of set-off. [07-7A055-3 modified]

R. PUBLICITY (JAN 2006):
Contractor shall not publish any comments or quotes by State employees, or include the State in either news releases or a published list of customers, without the prior written approval of the Procurement Officer. [07-7A060-1]

S. PURCHASE ORDERS (JAN 2006):
Contractor shall not perform any work prior to the receipt of a purchase order from the using governmental unit. The using governmental unit shall order any supplies or services to be furnished under this contract by issuing a purchase order. Purchase orders may be used to elect any options available under this contract, e.g., quantity, item, delivery date, payment method, but are subject to all terms and conditions of this contract. Purchase orders may be electronic. No particular form is required. An order placed pursuant to the purchasing card provision qualifies as a purchase order. [07-7A065-1]

T. IRAN DIVESTMENT ACT – ONGOING OBLIGATIONS – (JAN 2015):
(a) You must notify the procurement officer immediately if, at any time during the contract term, you are added to the Iran Divestment Act List; (b) Consistent with Section 11-57-330(B), you shall not contract with any person to perform a part of the Work, if, at the time you enter into the subcontract, that person is on the then-current version of the Iran Divestment Act List. [07-7A072-1]

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U. SURVIVAL OF OBLIGATIONS (JAN 2006):
The Parties' rights and obligations which, by their nature, would continue beyond the termination, cancellation, rejection, or expiration of this contract shall survive such termination, cancellation, rejection, or expiration, including, but not limited to, the rights and obligations created by the following clauses: Indemnification - Third Party Claims, Intellectual Property Indemnification, and any provisions regarding warranty or audit. [07-7A075-1]

V. SUSPENSION OF WORK:
Should circumstances arise which would cause the State to suspend the work, but not terminate the contract, this will be done by formal notice. The work may be reinstated upon advance formal notice from the State. State will reimburse Contractor for products delivered or services performed through the date of suspension of work.

W. TAXES (JAN 2006):
Any tax the contractor may be required to collect or pay upon the sale, use or delivery of the products shall be paid by the State, and such sums shall be due and payable to the contractor upon acceptance. Any personal property taxes levied after delivery shall be paid by the State. It shall be solely the State's obligation, after payment to contractor, to challenge the applicability of any tax by negotiation with, or action against, the taxing authority. Contractor agrees to refund any tax collected, which is subsequently determined not to be proper and for which a refund has been paid to contractor by the taxing authority. In the event that the contractor fails to pay, or delays in paying, to any taxing authorities, sums paid by the State to contractor, contractor shall be liable to the State for any loss (such as the assessment of additional interest) caused by virtue of this failure or delay. Taxes based on Contractor's net income or assets shall be the sole responsibility of the contractor. [07-7A080-1]

X. WAIVER (JAN 2006):
The State does not waive any prior or subsequent breach of the terms of the Contract by making payments on the Contract, by failing to terminate the Contract for lack of performance, or by failing to strictly or promptly insist upon any term of the Contract. Only the Procurement Officer has actual authority to waive any of the State's rights under this Contract. Any waiver must be in writing. [07-7A095-1]

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Y. CISG (JAN 2006):
The parties expressly agree that the UN Convention on the International Sale of Goods shall not apply to this agreement. [07-7B030-1]

Z. CONTRACT LIMITATIONS (JAN 2006):
No sales may be made pursuant to this contract for any item or service that is not expressly included in the scope. No sales may be made pursuant to this contract after expiration of this contract. Violation of this provision may result in termination of this contract and may subject contractor to suspension or debarment. [07-7B045-1 modified]

AA. ILLEGAL IMMIGRATION (NOV 2008):
(An overview is available at www.procurement.sc.gov) You certify that you will comply with the applicable requirements of Title 8, Chapter 14 of the South Carolina Code of Laws and agree to provide to the State upon request any documentation required to establish either: (a) that Title 8, Chapter 14 is inapplicable to you and your subcontractors or sub-subcontractors; or (b) that you and your subcontractors or sub-subcontractors are in compliance with Title 8, Chapter 14. Pursuant to Section 8-14-60, "A person who knowingly makes or files any false, fictitious, or fraudulent document, statement, or report pursuant to this chapter is guilty of a felony, and, upon conviction, must be fined within the discretion of the court or imprisoned for not more than five years, or both." You agree to include in any contracts with your subcontractors language requiring your subcontractors to (a) comply with the applicable requirements of Title 8, Chapter 14, and (b) include in their contracts with the sub-subcontractors language requiring the sub-subcontractors to comply with the applicable requirements of Title 8, Chapter 14. [07-7B097-1]

BB. INDEMNIFICATION-THIRD PARTY CLAIMS – GENERAL (NOV 2011):
Notwithstanding any limitation in this agreement, and to the fullest extent permitted by law, Contractor shall defend and hold harmless Indemnitees for and against any and all suits or claims (and all court awarded damages, settlement payments, reasonable attorneys' fees, and court costs) by a third party which are attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property arising out of or in connection with the goods or services acquired hereunder or caused in whole or in part by any act or omission of contractor, its subcontractors, their employees, workmen, servants, agents, or anyone directly or indirectly employed by them or anyone for whose acts any of them may be liable, regardless of whether or not caused in part by an

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Indemnitee, and whether or not such claims are made by a third party or an Indemnitee; however, if an Indemnitee's negligent act or omission is subsequently determined to be the sole proximate cause of a suit or claim, the Indemnitee shall not be entitled to indemnification hereunder. Contractor shall be given timely written notice of any suit or claim. Contractor's obligations hereunder are in no way limited by any protection afforded under workers' compensation acts, disability benefits acts, or other employee benefit acts. This clause shall not negate, abridge, or reduce any other rights or obligations of indemnity which would otherwise exist. The obligations of this paragraph shall survive termination, cancelation, or expiration of the parties' agreement. This provision shall be construed fairly and reasonably, neither strongly for nor against either party, and without regard to any clause regarding insurance. As used in this clause, "Indemnitees" means the State of South Carolina, its instrumentalities, agencies, departments, boards, political subdivisions and all their respective officers, agents and employees. [07-7B100-2]

CC. MATERIAL AND WORKMANSHIP (JAN 2006):
Unless otherwise specifically provided in this contract, all equipment, material, and articles incorporated in the work covered by this contract are to be new. [07-7B120-1]

DD. RELATIONSHIP OF USING GOVERNMENTAL UNITS (JAN 2006):
Each Using Governmental Unit's obligations and liabilities are independent of every other Using Governmental Unit's obligations and liabilities. No Using Governmental Unit shall be responsible for any other Using Governmental Unit's act or failure to act. [07-7B210-1]

EE. STATEWIDE TERM CONTRACT (FEB 2015):
(a) With this agreement, the state seeks to establish a term contract (as defined in Section 11-35-310(35)) available for use by all South Carolina public procurement units (as defined in Section 11-35-4610(5)). Use by state governmental bodies (as defined in Section 11-35-310(18)), which includes most state agencies, is mandatory except under limited circumstances, as provided in Section 11-35-310(35). See clause entitled "Acceptance of Offers 10% Below Price". Use by local public procurement units is optional. Section 11-35-4610 defines local public procurement units to include any political subdivision, or unit thereof, which expends public funds. Section 11-35-310(23) defines the term political subdivision as all counties, municipalities, school districts, public service or special purpose districts.

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(b) The State shall be entitled to audit the books and records of you and any subcontractor to the extent that such books and records relate to the performance of the work, subject to the terms of paragraph 26 (Records Administration and Audit) of the Master Agreement. Such books and records shall be maintained by the contractor for a period of three years from the date of final payment under the contract and by the subcontractor for a period of three years from the date of final payment under the subcontract, unless a shorter period is otherwise authorized in writing by the Chief Procurement Officer.

(c) As used herein, "additional contract terms" means additional terms not otherwise allowed by the "Purchase Orders" clause. Notwithstanding the "Purchase Orders" clause, a purchase order may include additional contract terms but only if and to the extent necessary (i) to comply with a requirement directly related to the work and imposed on the Using Governmental Unit either by law or as a condition of using state or federal assistance, grant, or contract funds, or (ii) for the Using Governmental Unit to impose organizational, operational, or technical security measures designed to protect the integrity, availability, or confidentiality of the Using Governmental Unit's data. Contractor may decline to honor a purchase order including additional contract terms. [07-7B225-2 modified]

FF. STATEWIDE TERM CONTRACT - ACCEPTANCE OF OFFERS 10% BELOW PRICE (NOV 2012):

Pursuant to Section 11-35-310(35), the state may purchase items available on this contract from a third party (an "alternate vendor") if the alternate vendor offers a price that is at least ten percent less than the price established by this contract and, after being offered an opportunity, you decline to meet the alternate vendor's price. With regard to the items acquired, the alternate vendor must agree to be bound by all the terms and conditions of this contract. All acquisition pursuant to this clause must be documented by the procurement officer using the attached form, included as Exhibit A. [7B227-1]

GG. LIMITATION ON LIABILITY

Neither party nor its suppliers or licensors shall be liable with respect to any product or other subject matter of this agreement under any contract, negligence, strict liability or other legal or equitable theory for:

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A. Any direct damages in excess of the greater of one million U.S. Dollars per relevant Purchase Order or the amount payable by Customer to Contractor for the relevant Purchase Order; or

B. Any incidental or consequential damages, including without limitation, lost profits, even if they have been advised of the possibility of such damages.

Nothing herein shall be construed to waive any clause regarding the availability or appropriation of funds, sovereign immunity, or any other immunity, restriction, or limitation on recovery provided by law.

HH. ITEM SUBSTITUTION:

No Substitutes will be allowed on Purchase Orders received from South Carolina procurement units without written permission from the issuing procurement unit.

II. AUTHORIZED RESELLERS/DISTRIBUTORS:

As found is SC Consolidated Procurement Code Section 11-35-4810 paragraph 2, Contracts may be only awarded to manufacturers who will be distributing the products to South Carolina governmental bodies through South Carolina vendors. Vendor agrees to distribute its products to South Carolina governmental bodies through vendors registered with the South Carolina Secretary of State as an authorized South Carolina vendor http://www.scsos.com. All resellers/distributors will be issued their own contract number and must be approved by the ITMO Procurement Officer. Only those resellers /distributors found to be responsive and responsible by the State will be awarded any contract under this SC participation addendum.

JJ. CONTRACT HISTORY:

The State of South Carolina has an auditing requirement for the retention of contract history. The retention for the contract history is three (3) years after the expiration date of the contract. Upon prior written request, the Contractor will make available to the State those records directly associated with Contractor's performance under the Addendum subject to the terms of paragraph 26 (Records Administration and Audit) of the Master Agreement.

KK. ADMINISTRATIVE SERVICES FEE – COLLECTION AND REPORTING (JUN 2015):

(a) Procurement Services (PS) establishes and maintains master State contracts for the

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benefit of all South Carolina state and local public entities. These contracts allow all public entities both to maximize the State's purchasing power by aggregating their requirements and to benefit from increased efficiencies in the acquisition process. Procurement Services' cost for this central purchasing activity is offset by an administrative fee which each contractor includes in its contract pricing (though not separately itemized or invoiced) and is paid to the vendor by each participating public entity. The contractor collects the fee as a fiduciary for the State and remits the same as calculated in accordance with the clause titled "ADMINISTRATIVE SERVICES FEE – CALCULATION." The price stated in the contractor's bid or proposal must include all amounts necessary for contractor to meet this obligation.

(b) As used in this clause, the term "reporting period" means each full calendar quarter (Jan. -- Mar., Apr. -- Jun., Jul. -- Sep., and Oct. -- Dec.) and any remaining periods less than a full calendar quarter during the term of this contract. For each reporting period, contractor shall report to PS its total sales pursuant to this contract for the period and shall remit the fee to the PS Reports Manager. Payment for each reporting period is due no later than the last day of the month immediately following the end of the reporting period (Example: payment for the reporting period ending March 31 is due April 30). If the amount due for a reporting period is less than $10.00, no payment is required. The procurement officer will provide contractor an information packet, including a detailed explanation of reporting and payment requirements, within fifteen (15) calendar days following contract award. You may contact the Reports Manager at:

Procurement Services Division
Attn: Reports Manager
1201 Main Street, Suite 600
Columbia, SC 29201
Phone: (803) 737-0600 (ask to speak to the Reports Manager)

Failure to receive the information packet does not relieve contractor from its obligations hereunder.

(c) Contractor shall submit a usage report for each reporting period, even if no payment is due for the reporting period. The usage report shall include any information requested by PS to verify the amount due. At a minimum, each usage report shall reflect the following information for the applicable reporting period: contractor's name, contract number, contract description, total price (excluding sales taxes and showing any adjustments for credits or refunds), total number of units (if practicable), and the amount of the

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administrative fee (including total fees for the quarter). Unless otherwise specified by the reports manager, the usage report shall be submitted electronically according to instructions in the information packet. If the reports manager requires the contractor to provide a more detailed usage report, the reports manager will work directly with the contractor to determine the appropriate content and format of the report, as mutually agreed.

(d) During the term of this contract and for a period of three years thereafter, PS or its authorized representatives shall be afforded access at reasonable times to contractor's records (including, without limitation, bank statements, deposits, checks; invoices; correspondence; ledgers; receipts; transmittals) in order to audit all transactions involving goods sold, work performed, or fees due pursuant to this contract. If the audit indicates that contractor has materially underpaid PS, then contractor shall remit the balance found to be due (including any amounts assessed pursuant to subparagraph (e)).

(e) Payments of the fee which are due and unpaid by the contractor (including amounts disclosed by audit) shall accrue interest as provided in the Payment and Interest clause for amounts due to the State. In addition to the fee and interest, contractor agrees to pay to PS its reasonable expenses of collection, including costs and attorneys' fees (and fees for inside counsel), whether or not PS commences legal action.

(f) If the contractor fails to (i) timely submit accurate usage reports; (ii) remit to PS the fee when due; or (iii) promptly and fully cooperate with an audit request, and fails to cure the foregoing conditions within 30 days of receipt of notice thereof, the State may, without prejudice to any other remedy available to the State, take any one or more of the following actions:

(1) direct the contractor to not accept any further orders under the contract until PS determines that the cause for such direction has been eliminated;

(2) terminate this contract;

(3) direct the contractor to not accept any further orders under any other master State contract established by PS until PS determines that the cause for such direction has been eliminated.

(g) For purposes of this clause, PS is intended as a third-party beneficiary of this contract. [03-3090-1]

(h) Reports MUST reference the SC Participating Addendum number 4400011431 to assure

Attachment: SC State Contract 2015-2020_Computer_Equipment_SC_HP-Enterprise_Executed_PA-Amend-2 (6170 : Hewlett Packard SAN

accurate accounting of purchases under this contract and reported administrative fees. Each remittance will include the period covered and the contract number.

ADMINISTRATIVE SERVICES FEE – CALCULATION – ITMO (JUN 2015):

For each reporting period, Contractor shall pay to PS a fee equal to one (1.0%) percent of the total dollar amount (excluding sales taxes and adjusted for credits or refunds) of purchases made by any public procurement unit from Contractor pursuant to this contract. [03-3095-1]

LL. CHANGE IN CONTRACTOR REPRESENTATIVES:
The Contractor will email the South Carolina point of contact within seven (7) business days of any change of contract contacts and contact information.

MM. PROTECTION OF HUMAN HEALTH & THE ENVIRONMENT:
The State of South Carolina requires all contractual activities to be in compliance with local, state, and federal mandates concerning "protection of human health and the environment". Any contractor doing business with the State will be required to document compliance and to specify prudent practices used by the contractor to address applicable mandates including, but not restricted to "the hazard communication standard" OSHA CFR 1910.1200 (SCRR Article 1,71-1910.1200). Contractor agrees to take all necessary steps to ensure compliance with the requirements applicable to Contractor and the Services it provides.

NN. NON-APPROPRIATION OF FUNDS:
The Contractor acknowledges that the State cannot contract for the payment of funds not yet appropriated by the South Carolina State Legislature. If funding to the State is reduced due to an order by the Legislature or the Governor, or is required by State law, or if federal funding (when applicable) is not provided, the State may terminate this contract or proportionately reduce the services and purchase obligations and the amount due from the State upon 30 days written notice. In the case that funds are not appropriated or are reduced, the State will reimburse Contractor for products delivered or services performed through the date of cancellation or reduction, and the State will not be liable for any future commitments, penalties, or liquidated damages.

OO. LEASE AGREEMENTS:
Any/all State Agency leasing will be handled through the South Carolina Leasing

Attachment: SC State Contract 2015-2020_Computer_Equipment_SC_HP-Enterprise_Executed_PA-Amend-2 (6170 : Hewlett Packard SAN

PARTICIPATING ADDENDUM
NASPO ValuePoint COOPERATIVE PURCHASING PROGRAM
Computer Equipment
Administered by the State of Minnesota (hereinafter "Lead State")

MASTER AGREEMENT
Master Agreement No: MNNVP-134 and MNWNC-115
Hewlett Packard Enterprise
(hereinafter "Contractor")
And
State of South Carolina, Information Technology Management Office (ITMO),
a unit of the South Carolina State Fiscal Accountability Authority's
Division of Procurement Services
(hereinafter "Participating State/Entity")

Participating State of South Carolina Contract Number 4400011431

Hardware State Term Contract. Contract information can be found at:
http://procurement.sc.gov/webfiles/IT_CONTR/Hardware_Leasing.pdf

Lease & Purchasers Agreements:

- State Agencies: State agencies will either Purchase or Lease under this Participating Addendum. Ontario Investments or their successor is the only approved leasing source for the State of South Carolina & provides financing for this contract. No other lease/purchase agreements will be allowed under this Participation Addendum.
- Local Public Procurement Units: Local public procurement units, as defined by S.C. Code Ann. § 11-35-4610(3), as amended, may select their own leasing source or other purchasing agreement(s).

The primary contact for this contract is:	Ontario Investment Inc.
Name:	Jim Marsallo Jr.
Address	6666 Old Collamer Road
	East Syracuse NY 13057
Phone #	315-431-4676
Fax #	315-431-4675
E-mail	Jmarsallojr@ontinv.com
ITMO Leasing Contract Information	Information Technology Management Office
Name:	Faith Williams
Address	1201 Main Street, Suite 600
	Columbia, South Carolina 29201
Phone #	803-896-6677
Fax #	803-737-0102
E-mail	fwilliams@mmo.sc.gov

PP. SUBCONTRACTORS:
All Contractor's Fulfillment Partners, as defined in the Master Agreement, authorized in the State of South Carolina, as shown on the dedicated Contractor's (cooperative contract) website, are approved to provide sales and service support to participants in the NASPO ValuePoint Master Price Agreement, e.g. for direct order taking, processing, fulfillment or

Attachment: SC State Contract 2015-2020_Computer_Equipment_SC_HP-Enterprise_Executed_PA-Amend-2 (6170 : Hewlett Packard SAN

provisioning. The Fulfillment Partners' participation will be in accordance with the terms and conditions set forth in the aforementioned Master Agreement. Orders and payment are issued by the Purchasing Entity direct to the named Fulfillment Partner under the Contractor's Fulfillment Subcontractor Program. Orders must include the Participating State/Entity Contract Number.

Subject to approval of the Participating State/Entity, and at the sole discretion of Contractor, Contractor may add Fulfillment Partners at any time during the term of this Participating Addendum. Contractor may designate a minimum of two Fulfillment Partners and no set maximum number of Fulfilment Partners to provide sales and services support. Contractor, in its sole discretion, is not required to add, and may delete upon thirty (30) days written notice, any Fulfillment Partner who does not meet Contractor's established qualifying criteria, or where the addition of the entity would violate any state or federal law or regulation.

QQ. ORDERS:

Any Order placed by a Participating Entity or Purchasing Entity for a Product and/or Service available from this Master Agreement shall be deemed to be a sale under (and governed by the prices and other terms and conditions) of the Master Agreement unless the parties to the Order agree in writing that another contract or agreement applies to such Order.

Purchasers may place orders directly only through Contractor's approved Fulfillment Partners for products or services as authorized under this Participating Addendum. Only those Fulfillment Partners approved and listed during the term of Participating Addendum at Contractor's website are authorized to directly provide quotes, receive purchase orders, invoice Customers, and receive payment from purchasers on Contractor's behalf.

Except as otherwise set forth in the qualifying criteria, Contractor will not, directly or indirectly, restrict any Fulfillment Partner's participation or ability to quote pricing for a Customer. The approved Fulfillment Partners will not offer less favorable pricing discounts than the contract discounts established by Contractor under the Master Agreement. However, the Fulfillment Partner may offer any additional incremental discounts to Participating State/Entity, and such additional discounts if offered, may be provided in the discretion and as the sole legal obligation of the approved Fulfillment

Attachment: SC State Contract 2015-2020_Computer_Equipment_SC_HP-Enterprise_Executed_PA-Amend-2 (6170 : Hewlett Packard SAN

PARTICIPATING ADDENDUM
NASPO ValuePoint COOPERATIVE PURCHASING PROGRAM
Computer Equipment
Administered by the State of Minnesota (hereinafter "Lead State")

MASTER AGREEMENT
Master Agreement No: MNNVP-134 and MNWNC-115
Hewlett Packard Enterprise
(hereinafter "Contractor")
And
State of South Carolina, Information Technology Management Office (ITMO),
a unit of the South Carolina State Fiscal Accountability Authority's
Division of Procurement Services
(hereinafter "Participating State/Entity")

Participating State of South Carolina Contract Number 4400011431

Partner to the Participating State/Entity.

The Master Agreement number and the State Contract Number must appear on every Purchase Order placed under this Participating Addendum.

RR. TERM:
The term of this Participating Addendum shall begin on the first business day of the month following fully execution of the Participating Addendum below ("Effective Date") and will replace and supersede the existing Participating Addendum between Contract Vendor and Participating State/Entity under the NASPO ValuePoint Master Price Agreement Number B27164 and South Carolina Contract Number 5000008963 as of the Effective Date. The term shall continue for a period ending on the Termination Date of the Master Agreement or when this Participating Addendum is terminated in accordance with the Master Agreement, whichever shall occur first.

SS. NOTICES:
Notwithstanding anything contained in the Master Agreement to the contrary, all notices required or permitted under this Participating Addendum will be in writing and will be deemed given: (a) when delivered personally; (b) when sent by confirmed facsimile or electronic mail; (c) three (3) days after having been sent by registered or certified mail, return receipt requested, postage prepaid; or (d) one (1) day after deposit with a commercial express courier specifying next day delivery, with written verification of receipt. All communications will be sent to the addresses set forth Section 5 of this Participating Addendum or such other address as may be designated by a party by giving written notice to the other party pursuant to this paragraph, or, in the absence of such an address from Customer, to the address to which the last invoice under this Participating Addendum was sent before notice is served.

Notwithstanding the foregoing, notices regarding changes in pricing, Software license terms, policies or programs may be by e-mail or fax.

TT. ENTIRE AGREEMENT:
This Participating Addendum and the Master Agreement (including all amendments and attachments thereto) constitute the entire agreement between the parties concerning the subject matter of this Participating Addendum and replaces any prior oral or written

Attachment: SC State Contract 2015-2020_Computer_Equipment_SC_HP-Enterprise_Executed_PA-Amend-2 (6170 : Hewlett Packard SAN

PARTICIPATING ADDENDUM
NASPO ValuePoint COOPERATIVE PURCHASING PROGRAM
Computer Equipment
Administered by the State of Minnesota (hereinafter "Lead State")

MASTER AGREEMENT
Master Agreement No: MNNVP-134 and MNWNC-115
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(hereinafter "Participating State/Entity")

Participating State of South Carolina Contract Number 4400011431

communications between the parties, all of which are excluded. There are no conditions, understandings, agreements, representations or warranties, expressed or implied, that are not specified herein. This Participating Addendum may be modified only by a written document executed by the parties hereto.

5. Primary Contacts: The primary contact individuals for this Participating Addendum are as follows (or their named successors):

Contractor

Name	Debra Lee
Address	442 Swan Blvd., Deerfield, IL 60015
Telephone	847-537-0344 (Cell 847-922-2977)
Fax	847-572-1336
E-mail	debra.lee@hp.com

Participating Entity

Name	Johanne M. Sullivan
Address	1201 Main St, Suite 600, Columbia, SC 29201
Telephone	803-737-3416
Fax	803-737-0639
E-mail	jmsullivan@mmo.sc.gov

6. Reserved.

7. Terms: The Participating State/Entity is agreeing to the terms of the Master Agreement only to the extent the terms are not in conflict with applicable law.

8. Reserved.

9. Separation: Neither Party may, nor will it have the power to, assign or novate this Participating Addendum without the consent of the other, provided that Participating State/Entity approves the assignment of this Participating Addendum to Hewlett-Packard Company's successor-in-interest, HP Inc., in connection with the HP Separation. Any reference to Hewlett-Packard Company in this Participating Addendum will be deemed to be a reference to HP Inc. following HP Separation. HP Separation means any transaction or restructure associated with the proposed separation of

Attachment: SC State Contract 2015-2020_Computer_Equipment_SC_HP-Enterprise_Executed_PA-Amend-2 (6170 : Hewlett Packard SAN

PARTICIPATING ADDENDUM
NASPO ValuePoint COOPERATIVE PURCHASING PROGRAM
Computer Equipment
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Master Agreement No: MNNVP-134 and MNWNC-115
Hewlett Packard Enterprise
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(hereinafter "Participating State/Entity")

Participating State of South Carolina Contract Number 4400011431

Hewlett-Packard Company into two publicly traded companies, as announced by Hewlett-Packard Company on October 6, 2014.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

Participating State: State of South Carolina, Information Technology Management Office (ITMO), a unit of the South Carolina State Fiscal Accountability Authority, Division of Procurement Services	Contractor: Hewlett Packard Enterprise
By: Johanne M. Sullivan	By: Matthew C. Keck
Name: Johanne M. Sullivan	Name: Matthew C. Keck
Title: Procurement Manager	Title: Senior Counsel
Date: 9/18/15	Date: 9/18/15

For questions on executing a participating addendum, please contact:

NASPO ValuePoint	
Cooperative Development Coordinator	Tim Hay
Telephone	503-428-5705
E-mail	thay@naspovaluepoint.org

[Please email fully executed PDF copy of this document to PA@naspovaluepoint.org to support documentation of participation and posting in appropriate data bases.]

Attachment: SC State Contract 2015-2020_Computer_Equipment_SC_HP-Enterprise_Executed_PA-Amend-2 (6170 : Hewlett Packard SAN

Exhibit A

Purchase Order Attachment
Acceptance of Offers 10% Below Statewide Term Contract Price

Instructions: If an agency purchases any item available on the Term Contract identified below from a business (an Alternate Vendor) other than the Term Contract Contractor and the total price of the purchase order exceeds $500, then the procurement officer making the purchase must attach this form to the purchase order issued to the Alternate Vendor. The agency procurement officer must complete the following four blanks: the number and description of the applicable Term Contract, the number of the agency's Purchase Order, and the name of Term Contract Contractor that you offered an opportunity to match.

Term Contract Solicitation No.	Term Contract Description
Term Contract Contractor	Purchase Order No.

Agreement

By signing this document, Alternate Vendor is entering into a contract with the agency named above regarding the items referenced on Purchase Order identified above. Regarding the items acquired with the Purchase Order, Alternate Vendor agrees to be bound by all the terms and conditions of the Term Contract Solicitation identified above. Alternate Vendor has received and read a copy of the Term Contract Solicitation identified above. The Purchase Order may be used to elect only those options expressly allowed in the Term Contract Solicitation. Possible options might include quantity, item, delivery date, and payment method. Any contract resulting from this Purchase Order is limited to the documents identified in the clause entitled Contract Documents & Order of Precedence.

NAME OF ALTERNATE VENDOR (full legal name of business entering this contract)	STATE VENDOR NO. (Register to Obtain S.C. Vendor No. at www.procurement.sc.gov)
AUTHORIZED SIGNATURE (person authorized to enter binding contract on behalf of Alternate Vendor)	TITLE (business title of person signing)
PRINTED NAME (printed name of person signing above)	DATE SIGNED

Certification of Compliance

I certify as follows: (1) every item acquired with the Purchase Order is priced at least ten percent less than the Term Contract price for the same item; (2) the Term Contract Contractor identified above declined to meet the prices stated on the Purchase Order after being offered a reasonable opportunity to meet the price stated on the Purchase Order; and, (3) this purchase complies with Section 11-35-310(35), which is reprinted below.

AUTHORIZED SIGNATURE (procurement officer authorized to issue purchase order and sign certification)	TITLE (business title of person signing)
PRINTED NAME (printed name of person signing above)	DATE SIGNED

Section 11-35-310(35) of the South Carolina Code of Laws reads as follows: ""Term contract" means contracts established by the chief procurement officer for specific supplies, services, or information technology for a specified time and for which it is mandatory that all governmental bodies procure their requirements during its term. As provided in the solicitation, if a public procurement unit is offered the same supplies, services, or information technology at a price that is at least ten percent less than the term contract price, it may purchase from the vendor offering the lower price after first offering the vendor holding the term contract the option to meet the lower price. The solicitation used to establish the term contract must specify contract terms applicable to a purchase from the vendor offering the lower price. If the vendor holding the term contract meets the lower price, then the governmental body shall purchase from the contract vendor. All decisions to purchase from the vendor offering the lower price must be documented by the procurement officer in sufficient detail to satisfy the requirements of an external audit. A term contract may be a multi term contract as provided in Section 11-35-2030."

---------- PURCHASE ORDER ATTACHMENT (APR 2015) ----------

APPROVED AS TO FORM

Legal Department City of Columbia, SC

9/8/20

Attachment: SC State Contract 2015-2020_Computer_Equipment_SC_HP-Enterprise_Executed_PA-Amend-2 (6170 : Hewlett Packard SAN

We Are Columbia

MEETING DATE: **September 15, 2020**

DEPARTMENT: **Procurement and Contracts**

FROM: ***Sandra Wright, Purchasing Agent***

SUBJECT: **Council is asked to approve the Purchase of Cisco Integrated Routers and the SMARTnet Extended Services Contract, as requested by the Information Technology Services Department. Award to CDW Government, LLC, using the SC State Contract in the amount of $738,150.32. This vendor is located in Vernon Hills, IL.**

REQUISITION NO.: **R207146**

FUNDING SOURCE & ORIGINAL BUDGET: **Funding Source: Technology Contingency - Computer Electronic Equipment - Capital (5518408-658600); Capital Lease IT - Computer Electronic Equipment - Capital (6218992-658600). The original budget amount is $738,150.32.**

CLEAN WATER 2020?: **No**

FOCUS AREAS: **Innovative & High Quality Municipal Services**

The Information Technology Department's current network infrastructure is approximately 10 years old and requires a refresh to properly support the growth of City. This refresh will include replacing end of life equipment including local area network equipment, wireless infrastructure components, switches, and routers. The refresh will ensure network mobility, redundancy and flexibility of access. It will also increase the network's performance, which is constrained to 1GbE, and improve its management capabilities to give IT more management control.

We respectfully request Council's approval for this purchase using the SC State Contract # 4400016462, Vendor, CDW Government LLC, at the following cost.

Cisco Integrated Routers & Extended Service Contract	
Base Price	$692,637.93
SC State Taxes	$45,512.39
PO Total	$738,150.32

Sec. 2-204.-Item (9) - Competitive sealed bidding required; exceptions. All city contracts shall be

awarded by competitive sealed bidding except the following as determined pursuant to definitions and standards set by regulations, or except as otherwise provided in this article: When purchasing through state contracts.

ATTACHMENTS:

- CDW Quotes (PDF)
- CDW State Contract (PDF)

QUOTE CONFIRMATION

DEAR CHRIS MARON,

Thank you for considering CDW•G for your computing needs. The details of your quote are below. Click here to convert your quote to an order.

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
LPWG077	8/31/2020	CISCO CORE	5383783	$536,206.23

IMPORTANT - PLEASE READ

Special Instructions: TAX:MULTIPLE TAX JURISDICTIONS APPLY
TAX: CONTACT CDW FOR TAX DETAILS

QUOTE DETAILS

ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
Cisco Integrated Services Router 4331 - Security Bundle - router - rack-mou Mfg. Part#: ISR4331-SEC/K9 UNSPSC: 43222609 TAX: COLUMBIA, SC 8.0000% $7,249.91 Contract: South Carolina Cisco Networking 4400016462 (4400016462)	42	3521014	$2,157.71	$90,623.82
Cisco SMARTnet extended service agreement Mfg. Part#: CON-SNT-ISR4331S UNSPSC: 81111812 Electronic distribution - NO MEDIA TAX: COLUMBIA, SC 8.0000% $1,057.96 Contract: South Carolina Cisco Networking 4400016462 (4400016462)	42	3522954	$314.87	$13,224.54
Cisco SM-X Layer 2/3 EtherSwitch Service Module - switch - 16 ports - manag Mfg. Part#: SM-X-ES3-16-P UNSPSC: 43222612 TAX: COLUMBIA, SC 8.0000% $3,511.20 Contract: South Carolina Cisco Networking 4400016462 (4400016462)	42	3290094	$1,045.00	$43,890.00
CISCO DIRECT C9200L-24P-4G-1E Mfg. Part#: C9200L-24P-4G-1E Contract: SC Cisco Networking 4400016462 TAX: COLUMBIA, SC 8.0000% $1,101.42 Contract: MARKET	12	5934528	$1,147.31	$13,767.72
Cisco Smart Net Total Care - extended service agreement Mfg. Part#: CON-SNT-C9200L2S UNSPSC: 81111811 Contract: SC Cisco Networking 4400016462 Electronic distribution - NO MEDIA TAX: COLUMBIA, SC 8.0000% $147.19 Contract: MARKET	12	5692245	$153.32	$1,839.84
Cisco Digital Network Architecture Essentials - Term License (1 year) - 24	12	5749553	$133.76	$1,605.12

Attachment: CDW Quotes (6196 : Cisco Integrated Services Router & SMARTnet Extended Service Agreement)

QUOTE DETAILS (CONT.)				
Mfg. Part#: C9200L-DNA-E-24-1Y UNSPSC: 43233204 Contract: SC Cisco Networking 4400016462 Electronic distribution - NO MEDIA TAX: COLUMBIA, SC .0000% $.00 Contract: MARKET				
CISCO DIRECT C9200L-NW-1E-24 Mfg. Part#: C9200L-NW-1E-24 Contract: SC Cisco Networking 4400016462 Electronic distribution - NO MEDIA TAX: COLUMBIA, SC .0000% $.00 Contract: MARKET	12	5852975	$121.22	$1,454.64
CISCO DIRECT C9200L-48P-4G-1E Mfg. Part#: C9200L-48P-4G-1E Contract: SC Cisco Networking 4400016462 TAX: COLUMBIA, SC 8.0000% $19,993.45 Contract: MARKET	103	5978793	$2,426.39	$249,918.17
Cisco Smart Net Total Care - extended service agreement Mfg. Part#: CON-SNT-C9200L4S UNSPSC: 81111811 Contract: SC Cisco Networking 4400016462 Electronic distribution - NO MEDIA TAX: COLUMBIA, SC 8.0000% $2,715.08 Contract: MARKET	103	5692249	$329.50	$33,938.50
Cisco Network Essentials - Term License - 48 ports Mfg. Part#: C9200L-NW-1E-48 Contract: SC Cisco Networking 4400016462 Electronic distribution - NO MEDIA TAX: COLUMBIA, SC .0000% $.00 Contract: MARKET	103	5839983	$217.36	$22,388.08
Cisco Digital Network Architecture Essentials - Term License (1 year) - 48 Mfg. Part#: C9200L-DNA-E-48-1Y UNSPSC: 43233204 Contract: SC Cisco Networking 4400016462 Electronic distribution - NO MEDIA TAX: COLUMBIA, SC .0000% $.00 Contract: MARKET	103	5575420	$250.80	$25,832.40
CISCO DIRECT FPR1120-ASA-K9 Mfg. Part#: FPR1120-ASA-K9 Contract: SC Cisco Networking 4400016462 TAX: COLUMBIA, SC 8.0000% $79.11 Contract: MARKET	1	5888047	$988.90	$988.90
Cisco Smart Net Total Care - extended service agreement Mfg. Part#: CON-SNT-FPR1120A Contract: SC Cisco Networking 4400016462 Electronic distribution - NO MEDIA TAX: COLUMBIA, SC 8.0000% $22.38 Contract: MARKET	1	5974822	$279.80	$279.80
CIS CCW_L-AC-PLS-LIC= Mfg. Part#: L-AC-PLS-LIC= Contract: SC Cisco Networking 4400016462 Electronic distribution - NO MEDIA TAX: COLUMBIA, SC .0000% $.00 Contract: MARKET	1	5739605	$0.00	$0.00

Attachment: CDW Quotes (6196 : Cisco Integrated Services Router & SMARTnet Extended Service Agreement)

QUOTE DETAILS (CONT.)				
Cisco AnyConnect Plus - subscription license (1 year) + 1 Year Software App Mfg. Part#: L-AC-PLS-1Y-S2 UNSPSC: 43233204 Electronic distribution - NO MEDIA TAX: COLUMBIA, SC .0000% $.00 Contract: South Carolina Cisco Networking 4400016462 (4400016462)	100	4082415	$1.92	$192.00
CIS CCW L-AC-APX-LIC= Mfg. Part#: L-AC-APX-LIC= Electronic distribution - NO MEDIA TAX: COLUMBIA, SC .0000% $.00 Contract: MARKET	1	5739604	$0.00	$0.00
Cisco AnyConnect Apex - Term License (1 year) + 1 Year Software Application Mfg. Part#: L-AC-APX-1Y-S2 UNSPSC: 43233204 Electronic distribution - NO MEDIA TAX: COLUMBIA, SC .0000% $.00 Contract: South Carolina Cisco Networking 4400016462 (4400016462)	100	4082382	$3.85	$385.00

PURCHASER BILLING INFO		
Billing Address: CITY OF COLUMBIA ACCOUNTS PAYABLE PO BOX 147 COLUMBIA, SC 29202-0147 **Phone:** (803) 733-8295 **Payment Terms:** Net 30 Days-Govt State/Local	**SUBTOTAL**	$500,328.53
	SHIPPING	$0.00
	SALES TAX	$35,877.70
	GRAND TOTAL	**$536,206.23**
DELIVER TO	**Please remit payments to:**	
Shipping Address: CITY OF COLUMBIA INFORMATION TECH IT RECEIVING 1136 WASHINGTON ST FL 2 STE 202/204 COLUMBIA, SC 29201-3215 **Shipping Method:** DROP SHIP-GROUND	CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515	

Need Assistance? CDW•G SALES CONTACT INFORMATION				
Joe Barese	|	(866) 819-6497	|	josebar@cdw.com

This quote is subject to CDW's Terms and Conditions of Sales and Service Projects at
http://www.cdwg.com/content/terms-conditions/product-sales.aspx
For more information, contact a CDW account manager

© 2020 CDW•G LLC, 200 N. Milwaukee Avenue, Vernon Hills, IL 60061 | 800.808.4239

Attachment: CDW Quotes (6196 : Cisco Integrated Services Router & SMARTnet Extended Service Agreement)

QUOTE CONFIRMATION

DEAR CHRIS MARON,

Thank you for considering CDW•G for your computing needs. The details of your quote are below. Click here to convert your quote to an order.

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
LPWJ234	8/31/2020	CISCO ISE	5383783	$88,626.61

IMPORTANT - PLEASE READ

Special Instructions: TAX:MULTIPLE TAX JURISDICTIONS APPLY
TAX: CONTACT CDW FOR TAX DETAILS

QUOTE DETAILS

ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
Cisco Secure Network Server 3655 - rack-mountable - Xeon Silver 4116 2.1 GH Mfg. Part#: SNS-3655-K9 UNSPSC: 43211501 TAX: COLUMBIA, SC 8.0000% $2,680.89 Contract: South Carolina Cisco Networking 4400016462 (4400016462)	2	5486205	$16,755.55	$33,511.10
Cisco Smart Net Total Care - extended service agreement Mfg. Part#: CON-SNT-SNS3655K UNSPSC: 81111811 Electronic distribution - NO MEDIA TAX: COLUMBIA, SC 8.0000% $602.56 Contract: MARKET	2	5518201	$3,766.03	$7,532.06
CIS CCW L-ISE-BSE-PLIC Mfg. Part#: L-ISE-BSE-PLIC Contract: South Carolina Cisco Networking 4400016462 (4400016462) Electronic distribution - NO MEDIA TAX: COLUMBIA, SC .0000% $.00 Contract: MARKET	1	5739611	$0.00	$0.00
Cisco Identity Services Engine Base license - license - 1 session Mfg. Part#: L-ISE-BSE-P8 UNSPSC: 43233204 Contract: South Carolina Cisco Networking 4400016462 (4400016462) Electronic distribution - NO MEDIA TAX: COLUMBIA, SC .0000% $.00 Contract: MARKET	25000	5392686	$0.70	$17,500.00
CIS CCW L-ISE-PLS-LIC= Mfg. Part#: L-ISE-PLS-LIC= Contract: South Carolina Cisco Networking 4400016462 (4400016462) Electronic distribution - NO MEDIA TAX: COLUMBIA, SC .0000% $.00 Contract: MARKET	1	5739612	$0.00	$0.00

Attachment: CDW Quotes (6196 : Cisco Integrated Services Router & SMARTnet Extended Service Agreement)

QUOTE DETAILS (CONT.)				
Cisco Identity Services Engine Plus - subscription license (1 year) - 1 ses Mfg. Part#: L-ISE-PLS-1Y-S7 UNSPSC: 43233204 Contract: South Carolina Cisco Networking 4400016462 (4400016462) Electronic distribution - NO MEDIA TAX: COLUMBIA, SC .0000% $.00 Contract: MARKET	10000	5147135	$2.68	$26,800.00

PURCHASER BILLING INFO		
Billing Address: CITY OF COLUMBIA ACCOUNTS PAYABLE PO BOX 147 COLUMBIA, SC 29202-0147 **Phone:** (803) 733-8295 **Payment Terms:** Net 30 Days-Govt State/Local	**SUBTOTAL**	$85,343.16
	SHIPPING	$0.00
	SALES TAX	$3,283.45
	GRAND TOTAL	**$88,626.61**
DELIVER TO	**Please remit payments to:**	
Shipping Address: CITY OF COLUMBIA INFORMATION TECH IT RECEIVING 1136 WASHINGTON ST FL 2 STE 202/204 COLUMBIA, SC 29201-3215 **Shipping Method:** DROP SHIP-GROUND	CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515	

Need Assistance? CDW•G SALES CONTACT INFORMATION				
	Joe Barese	|	(866) 819-6497	| josebar@cdw.com

This quote is subject to CDW's Terms and Conditions of Sales and Service Projects at
http://www.cdwg.com/content/terms-conditions/product-sales.aspx
For more information, contact a CDW account manager

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Attachment: CDW Quotes (6196 : Cisco Integrated Services Router & SMARTnet Extended Service Agreement)

QUOTE CONFIRMATION

DEAR CHRIS MARON,

Thank you for considering CDW•G for your computing needs. The details of your quote are below. Click here to convert your quote to an order.

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
LPXB576	9/1/2020	CISCO CORE	5383783	$113,317.48

IMPORTANT - PLEASE READ

Special Instructions: TAX:MULTIPLE TAX JURISDICTIONS APPLY
TAX: CONTACT CDW FOR TAX DETAILS

QUOTE DETAILS

ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
Cisco Integrated Services Router 4431 - router - rack-mountable Mfg. Part#: ISR4431/K9 TAX: COLUMBIA, SC 8.0000% $889.80 Contract: South Carolina Cisco Networking 4400016462 (4400016462)	2	3520160	$5,561.28	$11,122.56
Cisco SMARTnet extended service agreement Mfg. Part#: CON-SNTP-ISR4431K UNSPSC: 81111811 Electronic distribution - NO MEDIA TAX: COLUMBIA, SC 8.0000% $216.09 Contract: South Carolina Cisco Networking 4400016462 (4400016462)	2	3679979	$1,350.56	$2,701.12
Cisco upgrade from 4GB to 8GB memory - 8 GB: 2 x 4 GB Mfg. Part#: MEM-4400-4GU8G UNSPSC: 32101602 TAX: COLUMBIA, SC 8.0000% $108.24 Contract: South Carolina Cisco Networking 4400016462 (4400016462)	2	3137355	$676.50	$1,353.00
Cisco - power supply Mfg. Part#: PWR-4430-AC/2 UNSPSC: 39121004 TAX: COLUMBIA, SC 8.0000% $57.60 Contract: South Carolina Cisco Networking 4400016462 (4400016462)	2	3509925	$360.00	$720.00
Cisco Catalyst 9300 - Network Advantage - switch - 24 ports - managed - rac Mfg. Part#: C9300-24T-1A UNSPSC: 43222612 Contract: South Carolina Cisco Networking 4400016462 (4400016462) TAX: COLUMBIA, SC 8.0000% $676.86 Contract: MARKET	4	5194425	$2,115.19	$8,460.76
Cisco Network Advantage license Mfg. Part#: C9300-NW-1A-24 UNSPSC: 43232908	4	5194429	$423.94	$1,695.76

Attachment: CDW Quotes (6196 : Cisco Integrated Services Router & SMARTnet Extended Service Agreement)

QUOTE DETAILS (CONT.)				
Contract: South Carolina Cisco Networking 4400016462 (4400016462) Electronic distribution - NO MEDIA TAX: COLUMBIA, SC .0000% $.00 Contract: MARKET				
CIS CCW SN CON-SNTP-C93T1A24 Mfg. Part#: CON-SNTP-C93T1A24 Contract: South Carolina Cisco Networking 4400016462 (4400016462) Electronic distribution - NO MEDIA TAX: COLUMBIA, SC 8.0000% $134.40 Contract: MARKET	4	6226960	$420.00	$1,680.00
Cisco Config 1 Secondary Power Supply - power supply - hot-plug / redundant Mfg. Part#: PWR-C1-350WAC/2 UNSPSC: 39121004 TAX: COLUMBIA, SC 8.0000% $93.81 Contract: South Carolina Cisco Networking 4400016462 (4400016462)	4	2960162	$293.15	$1,172.60
Cisco Catalyst 9300 Series Network Module - expansion module Mfg. Part#: C9300-NM-8X UNSPSC: 43201404 TAX: COLUMBIA, SC 8.0000% $368.02 Contract: South Carolina Cisco Networking 4400016462 (4400016462)	4	4727526	$1,150.05	$4,600.20
Cisco Nexus 93180YC-EX - switch - 48 ports - rack-mountable Mfg. Part#: N9K-C93180YC-EX UNSPSC: 43222612 TAX: COLUMBIA, SC 8.0000% $3,258.30 Contract: South Carolina Cisco Networking 4400016462 (4400016462)	4	4125651	$10,182.18	$40,728.72
Cisco SMARTnet Solution Support - extended service agreement Mfg. Part#: CON-SSSNP-93180YCX UNSPSC: 81111811 Electronic distribution - NO MEDIA TAX: COLUMBIA, SC 8.0000% $490.92 Contract: South Carolina Cisco Networking 4400016462 (4400016462)	4	4708757	$1,534.14	$6,136.56
Cisco Smart Net Total Care Software Support Service - technical support - f Mfg. Part#: CON-ECMUS-N9SWADXF UNSPSC: 81112201 Contract: South Carolina Cisco Networking 4400016462 (4400016462) Electronic distribution - NO MEDIA TAX: COLUMBIA, SC .0000% $.00 Contract: MARKET	4	5511716	$799.99	$3,199.96
Cisco NX-OS Advantage 10G+ - license - 1 license Mfg. Part#: NXOS-AD-XF UNSPSC: 43233004 Contract: South Carolina Cisco Networking 4400016462 (4400016462) Electronic distribution - NO MEDIA TAX: COLUMBIA, SC .0000% $.00 Contract: MARKET	4	4953984	$5,670.00	$22,680.00
Cisco 100GBASE-CR4 Passive Copper Cable - direct attach cable - 3.3 ft Mfg. Part#: QSFP-100G-CU1M UNSPSC: 26121609 TAX: COLUMBIA, SC 8.0000% $57.20 Contract: South Carolina Cisco Networking 4400016462 (4400016462)	4	4442712	$178.75	$715.00

Attachment: CDW Quotes (6196 : Cisco Integrated Services Router & SMARTnet Extended Service Agreement)

PURCHASER BILLING INFO		
Billing Address: CITY OF COLUMBIA ACCOUNTS PAYABLE PO BOX 147 COLUMBIA, SC 29202-0147 **Phone:** (803) 733-8295 **Payment Terms:** Net 30 Days-Govt State/Local	**SUBTOTAL**	$106,966.24
	SHIPPING	$0.00
	SALES TAX	$6,351.24
	GRAND TOTAL	**$113,317.48**
DELIVER TO	**Please remit payments to:**	
Shipping Address: CITY OF COLUMBIA INFORMATION TECH IT RECEIVING 1136 WASHINGTON ST FL 2 STE 202/204 COLUMBIA, SC 29201-3215 **Shipping Method:** DROP SHIP-GROUND	CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515	

Need Assistance? CDW•G SALES CONTACT INFORMATION				
	Joe Barese	|	(866) 819-6497	| josebar@cdw.com

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http://www.cdwg.com/content/terms-conditions/product-sales.aspx
For more information, contact a CDW account manager

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Attachment: CDW Quotes (6196 : Cisco Integrated Services Router & SMARTnet Extended Service Agreement)

PROCUREMENT SERVICES

Contract 4400016462

Back to Initial Screen

Validity Start 06/26/2017 **Validity End** 10/10/2021
Target Value $ 11,000,000.00 **FEIN** 36-4230110
Bid Invitation 5400012227
Contract Notes

Vendor 7000073078

Vendor Address CDW GOVERNMENT
75 REMITTANCE DR STE 1515
CHICAGO IL 60675-1515
District COOK **E-mail** pso@cdw.com
Telephone (866) 769-8287 **Fax Number** (847) 990-8186
Minority Status Not Applicable
Home Page http://www.cdwg.com **Other URL**

Vendor Contacts

4 Contacts found, displaying all Contacts.

Contact Name	Function	Phone	E-mail
FLOOD, MATTHEW	Primary Contact	(800) 808-4239	pso@cdw.com
IRWIN, KYLE	ACCOUNT MANAGER	(866) 769-8287	kyleirw@cdw.com
IRWIN, KYLE	Emergency Contact	(919) 272-6083	kyleirw@cdw.com
TUZZOLINO, NICOLE	Not Specified	(866) 850-5223	nicotuz@cdwg.com

Attachments

One Attachment found.

Attachment Title	Date/Time Posted
Intent to Award.docx	06/26/2017 11:04:52 AM

Contract Items

3 Items found, displaying all Items.

Item Pricing

00001 Cisco Network Hardware Products

Material Group: 20664 - network components: adapter cards, bridges, connectors, expansion modules/ports, hubs, line drivers, msaus, routers, transceivers,

Agency: Statewide

00002 Cisco Maintenance/Support

Material Group: 93900 - equipment maintenance and repair services for computers, office, photographic, and radio/television equipment

Agency: Statewide

00003 Cisco Security Services

Material Group: 93900 - equipment maintenance and repair services for computers, office, photographic, and radio/television equipment

Agency: Statewide

Back to Initial Screen

Attachment: CDW State Contract (6196 : Cisco Integrated Services Router & SMARTnet Extended Service Agreement)

We Are Columbia

MEETING DATE: **September 15, 2020**

DEPARTMENT: **Procurement and Contracts**

FROM: ***Sandra Wright, Purchasing Agent***

SUBJECT: **Council is asked to approve the Purchase of a Mini Excavator and a Compact Track Loader for Wastewater Maintenance, as requested by the Fleet Services Division. Award to Blanchard Machinery, using the SC State Contract in the amount of $102,757.00. This vendor is located in West Columbia, SC.**

REQUISITION NO.: **R205662 & R205659**

FUNDING SOURCE & ORIGINAL BUDGET: **Funding Source: Mini Excavator: Utilities Wastewater Maintenance - Auto, Trucks, Heavy Equipment - Capital (5516205-658500). The original budget amount is $47,348.00. Compact Track Loader: Utilities Wastewater Maintenance - Auto, Trucks Heavy Equipment - Capital (5516205-658500). The original budget amount is $55,409.00.**

CLEAN WATER 2020?: **No**

FOCUS AREAS: **Economic Prosperity - Endless Possibilities**

We respectfully request Council's approval for this purchase using the SC State Contract # 4400018718 Vendor, Blanchard, at the following cost plus state vehicle tax.

Wastewater Maintenance Equipment Mini Excavator $46,848.00 Compact Track Loader $54,909.00 SC State Vehicle Tax $ 1,000.00 **PO Total** $102,757.00

Sec. 2-204.-Item (9) - Competitive sealed bidding required; exceptions. All city contracts shall be awarded by competitive sealed bidding except the following as determined pursuant to definitions and standards set by regulations, or except as otherwise provided in this article: When purchasing through state contracts.

ATTACHMENTS:

- APPROVED - SC State Solicitation - Mini Excavator (PDF)
- Amendment 1 (DOCX)

- Copy of Attachment A Revised (XLSX)
- Intent to Award Mni Excavator (PDF)
- Compact Track Loader Quote (PDF)
- Mini Excavator Quote (PDF)

State of South Carolina

Invitation For Bid

Solicitation:	**5400015056**
Date Issued:	02/26/2018
Procurement Officer:	ROB MALPASS
Phone:	(803) 737-5769
E-Mail Address:	remalpass@mmo.sc.gov
Mailing Address:	SFAA, Div. of Procurement Services, MMO PO Box 101103 Columbia SC 29211

DESCRIPTION: **GROUNDS MAINTENANCE EQUIPMENT - PHASE II**

USING GOVERNMENTAL UNIT: **Statewide Term Contract**

SUBMIT YOUR OFFER ON-LINE AT THE FOLLOWING URL: http://www.procurement.sc.gov

SUBMIT OFFER BY (Opening Date/Time): **04/03/2018 11:00AM** (See "Deadline For Submission Of Offer" provision)

QUESTIONS MUST BE RECEIVED BY: **03/07/2018 5:00PM** (See "Questions From Offerors" provision)

NUMBER OF COPIES TO BE SUBMITTED: **See section IIB – "On-line Bidding Instructions"**

CONFERENCE TYPE: **Pre-Bid** DATE & TIME: **03/07/2018 09:00AM** (As appropriate, see "Conferences - Pre-Bid/Proposal" & "Site Visit" provisions)	LOCATION: **West Columbia City Hall** **New Brookland Room** **200 N. 12th Street** **West Columbia, SC 29169**

AWARD & AMENDMENTS	Award will be posted on **04/23/2018**. The award, this solicitation, any amendments, and any related notices will be posted at the following web address: http://www.procurement.sc.gov

You must submit a signed copy of this form with Your Offer. By signing, You agree to be bound by the terms of the Solicitation. You agree to hold Your Offer open for a minimum of sixty (60) calendar days after the Opening Date. (See "Signing Your Offer" provision.)

NAME OF OFFEROR (full legal name of business submitting the offer)	Any award issued will be issued to, and the contract will be formed with, the entity identified as the Offeror. The entity named as the offeror must be a single and distinct legal entity. Do not use the name of a branch office or a division of a larger entity if the branch or division is not a separate legal entity, i.e., a separate corporation, partnership, sole proprietorship, etc.
AUTHORIZED SIGNATURE (Person must be authorized to submit binding offer to contract on behalf of Offeror.)	DATE SIGNED
TITLE (business title of person signing above)	STATE VENDOR NO. (Register to Obtain S.C. Vendor No. at www.procurement.sc.gov)
PRINTED NAME (printed name of person signing above)	STATE OF INCORPORATION (If you are a corporation, identify the state of incorporation.)

OFFEROR'S TYPE OF ENTITY: (Check one) (See "Signing Your Offer" provision.)

___ Sole Proprietorship ___ Partnership ___ Other_____

___ Corporate entity (not tax-exempt) ___ Corporation (tax-exempt) ___ Government entity (federal, state, or local)

APPROVED AS TO FORM

Legal Department City of Columbia, SC

9/8/20

Attachment: APPROVED - SC State Solicitation - Mini Excavator (6120 : Mini Excavator and Compact Track Loader for Wastewater

PAGE TWO

(Return Page Two with Your Offer)

HOME OFFICE ADDRESS (Address for offeror's home office / principal place of business)	NOTICE ADDRESS (Address to which all procurement and contract related notices should be sent.) (See "Notice" clause) _____ Area Code - Number - Extension Facsimile _____ E-mail Address

PAYMENT ADDRESS (Address to which payments will be sent.) (See "Payment" clause)	ORDER ADDRESS (Address to which purchase orders will be sent) (See "Purchase Orders and "Contract Documents" clauses)
____Payment Address same as Home Office Address ____Payment Address same as Notice Address **(check only one)**	____Order Address same as Home Office Address ____Order Address same as Notice Address **(check only one)**

ACKNOWLEDGMENT OF AMENDMENTS

Offerors acknowledges receipt of amendments by indicating amendment number and its date of issue. (See "Amendments to Solicitation" Provision)

Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date

DISCOUNT FOR PROMPT PAYMENT (See "Discount for Prompt Payment" clause)	10 Calendar Days (%)	20 Calendar Days (%)	30 Calendar Days (%)	____Calendar Days (%)

PREFERENCES - A NOTICE TO VENDORS (SEP. 2009):

Preferences do not apply to vehicle procurements per 11-35-1524(E)(2)

PREFERENCES - ADDRESS AND PHONE OF IN-STATE OFFICE:

Preferences do not apply to vehicle procurements per 11-35-1524(E)(2)

____In-State Office Address same as Home Office Address ____In-State Office Address same as Notice Address **(check only one)**

End of PAGE TWO

Attachment: APPROVED - SC State Solicitation - Mini Excavator (6120 : Mini Excavator and Compact Track Loader for Wastewater

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Attachment: APPROVED - SC State Solicitation - Mini Excavator (6120 : Mini Excavator and Compact Track Loader for Wastewater

I. SCOPE OF SOLICITATION

ACQUIRE SUPPLIES / EQUIPMENT (MODIFIED)

The purpose of this solicitation is to establish a statewide term contract for the provision of commercial grounds maintenance equipment, accessories and attachments for such equipment to be used by state agencies, political subdivisions, local governments and other using government entities as provided by the South Carolina Consolidated Procurement Code.

Offers (bids) will only be accepted directly from manufacturers or from dealers expressly authorized to bid on behalf of a manufacturer (documentation of expressed authority must be submitted/attached to your bid response). The equipment will be bid through two (2) solicitations and divided into lots, based on categories of related equipment. Each lot will be awarded separately, with one award for each manufacturer's line of equipment, provided the bid meets the responsiveness and responsibility standards described herein. Only offers for commercial grade equipment will be considered. Home/Residential grade equipment will not be considered.

Fossil fuel is the primary power supply for the equipment herein, however, the Offeror can include with their offer alternative power supply equipment (electric, cordless, etc.).

This solicitation will consist of the following five (5) lots:

LOT 1
Utility Vehicles and Tracked Carriers w/ Dump Body, 4x2, 4x4, Gasoline or Diesel Engines, Electric or Battery Powered

LOT 2
Tractors, Wheel Type, Compact, Utility, Gasoline or Diesel Engines, From 12 PTO to 38.5 PTO HP

LOT 3
Tractors, Wheel Type, Utility, 2 & 4 Wheel Drive Gasoline or Diesel Engines, From 40 PTO to 75 PTO HP

LOT 4
Loaders, Skid Steer, Landscape, Compact Loaders, Compact/Mini Excavators, Telescopic Tool Carrier Loaders, Crawler/Dozers, Articulating Loaders, Utility Work Machines, Ditchers, Sweepers-including Ride On, Compact/Mini Crawler Loaders, Compaction Equipment, Vibratory Rollers, Trenchers (Walk Behind & Riding), All Terrain/Rough Terrain Forklifts no larger than 10K

LOT 5
Trailers- Maximum 20 Ton Ramp, Enclosed or Tilt Type, Dump for use w/ ½, ¾ and 1 Ton Pickup Trucks, Skid Steer Loader Trailers, Landscaper Bodies for Cab & Chassis

LOT 6
Personal Transportation Vehicles

MAXIMUM CONTRACT PERIOD - ESTIMATED (MODIFIED)

Start date: 05/16/2018 End date: 05/15/2023. Dates provided are estimates only. Any resulting contract will begin on the date specified in the notice of award. See clause entitled "Term of Contract - Effective Date/Initial Contract Period".

This contract is for initial term of one (1) year, with four (4) subsequent one (1) year renewal options. The maximum contract life is five (5) years.

Attachment: APPROVED - SC State Solicitation - Mini Excavator (6120 : Mini Excavator and Compact Track Loader for Wastewater

II. INSTRUCTIONS TO OFFERORS - A. GENERAL INSTRUCTIONS

DEFINITIONS, CAPITALIZATION, AND HEADINGS (DEC 2015)

CLAUSE HEADINGS USED IN THIS SOLICITATION ARE FOR CONVENIENCE ONLY AND SHALL NOT BE USED TO CONSTRUE MEANING OR INTENT. EVEN IF NOT CAPITALIZED, THE FOLLOWING DEFINITIONS ARE APPLICABLE TO ALL PARTS OF THE SOLICITATION, UNLESS EXPRESSLY PROVIDED OTHERWISE.

AMENDMENT means a document issued to supplement the original solicitation document.
AUTHORITY means the State Fiscal Accountability Authority or its successor in interest.
BUSINESS means any corporation, partnership, individual, sole proprietorship, joint stock company, joint venture, or any other legal entity. [11-35-310(3)]
CHANGE ORDER means any written alteration in specifications, delivery point, rate of delivery, period of performance, price, quantity, or other provisions of any contract accomplished by mutual agreement of the parties to the contract. [11-35-310(4)]
CONTRACT See clause entitled Contract Documents & Order of Precedence.
CONTRACT MODIFICATION means a written order signed by the procurement officer, directing the contractor to make changes which the clause of the contract titled "Changes," if included herein, authorizes the Procurement Officer to order without the consent of the contractor. [11-35-310(9)]
CONTRACTOR means the Offeror receiving an award as a result of this solicitation.
COVER PAGE means the top page of the original solicitation on which the solicitation is identified by number. Offerors are cautioned that Amendments may modify information provided on the Cover Page.
OFFER means the bid or proposal submitted in response this solicitation. The terms Bid and Proposal are used interchangeably with the term Offer.
OFFEROR means the single legal entity submitting the offer. The term Bidder is used interchangeably with the term Offeror. See bidding provisions entitled Signing Your Offer and Bid/Proposal As Offer To Contract.
PAGE TWO means the second page of the original solicitation, which is labeled Page Two.
PROCUREMENT OFFICER means the person, or his successor, identified as such on either the Cover Page, an amendment, or an award notice.
YOU and YOUR means Offeror.
SOLICITATION means this document, including all its parts, attachments, and any Amendments.
STATE means the Using Governmental Unit(s) identified on the Cover Page.
SUBCONTRACTOR means any person you contract with to perform or provide any part of the work.
US or WE means the using governmental unit.
USING GOVERNMENTAL UNIT means the unit(s) of government identified as such on the Cover Page. If the Cover Page identifies the Using Governmental Unit as "Statewide Term Contract," the phrase "Using Governmental Unit" means any South Carolina Public Procurement Unit [11-35-4610(5)] that has submitted a Purchase Order to you pursuant to the contract resulting from this solicitation. Reference the clauses titled "Purchase Orders" and "Statewide Term Contract."
WORK means all labor, materials, equipment, services, or property of any type, provided or to be provided by the Contractor to fulfill the Contractor's obligations under the Contract.
[02-2A003-3]

AMENDMENTS TO SOLICITATION (JAN 2004)

(a) The Solicitation may be amended at any time prior to opening. All actual and prospective Offerors should monitor the following web site for the issuance of Amendments: www.procurement.sc.gov (b) Offerors shall acknowledge receipt of any amendment to this solicitation (1) by signing and returning the amendment, (2) by identifying the amendment number and date in the space provided for this purpose on Page Two, (3) by letter, or (4) by submitting a bid that indicates in some way that the bidder received the amendment. (c) If this solicitation is amended, then all terms and conditions which are not modified remain unchanged. [02-2A005-1]

AUTHORIZED AGENT (FEB 2015)

All authority regarding this procurement is vested solely with the responsible Procurement Officer. Unless specifically delegated in writing, the Procurement Officer is the only government official authorized to bind the government with regard to this procurement or the resulting contract. [02-2A007-1]

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AWARD NOTIFICATION (FEB 2015)

Notice regarding any award, cancellation of award, or extension of award will be posted at the location and on the date specified on the Cover Page or, if applicable, any notice of extension of award. Should the contract resulting from this Solicitation have a total or potential value of one hundred thousand dollars or more, such notice will be sent to all Offerors responding to the Solicitation and any award will not be effective until the eleventh day after such notice is given. [02-2A010-2]

BID/PROPOSAL AS OFFER TO CONTRACT (JAN 2004)

By submitting Your Bid or Proposal, You are offering to enter into a contract with the Using Governmental Unit(s). Without further action by either party, a binding contract shall result upon final award. Any award issued will be issued to, and the contract will be formed with, the entity identified as the Offeror on the Cover Page. An Offer may be submitted by only one legal entity; "joint bids" are not allowed. [02-2A015-1]

BID ACCEPTANCE PERIOD (JAN 2004)

In order to withdraw Your Offer after the minimum period specified on the Cover Page, You must notify the Procurement Officer in writing. [02-2A020-1]

BID IN ENGLISH and DOLLARS (JAN 2004)

Offers submitted in response to this solicitation shall be in the English language and in US dollars, unless otherwise permitted by the Solicitation. [02-2A025-1]

AUTHORITY AS PROCUREMENT AGENT (DEC 2015)

The Procurement Officer is an employee of the Authority acting on behalf of the Using Governmental Unit(s) pursuant to the Consolidated Procurement Code. Any contracts awarded as a result of this procurement are between the Contractor and the Using Governmental Units(s). The Authority is not a party to such contracts, unless and to the extent that the Authority is a using governmental unit, and bears no liability for any party's losses arising out of or relating in any way to the contract. [02-2A030-3]

CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (MAY 2008)

GIVING FALSE, MISLEADING, OR INCOMPLETE INFORMATION ON THIS CERTIFICATION MAY RENDER YOU SUBJECT TO PROSECUTION UNDER SECTION 16-9-10 OF THE SOUTH CAROLINA CODE OF LAWS AND OTHER APPLICABLE LAWS.

(a) By submitting an offer, the offeror certifies that-

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to-
(i) Those prices;
(ii) The intention to submit an offer; or
(iii) The methods or factors used to calculate the prices offered.

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer

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for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory-

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this certification; or

(2)(i) Has been authorized, in writing, to act as agent for the offeror's principals in certifying that those principals have not participated, and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this certification [As used in this subdivision (b)(2)(i), the term "principals" means the person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal];

(ii) As an authorized agent, does certify that the principals referenced in subdivision (b)(2)(i) of this certification have not participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this certification; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this certification.

(c) If the offeror deletes or modifies paragraph (a)(2) of this certification, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure. [02-2A032-1]

CERTIFICATION REGARDING DEBARMENT AND OTHER RESPONSIBILITY MATTERS (JAN 2004)

(a) (1) By submitting an Offer, Offeror certifies, to the best of its knowledge and belief, that-

(i) Offeror and/or any of its Principals-

(A) Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any state or federal agency;
(B) Have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and
(C) Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.

(ii) Offeror has not, within a three-year period preceding this offer, had one or more contracts terminated for default by any public (Federal, state, or local) entity.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

(b) Offeror shall provide immediate written notice to the Procurement Officer if, at any time prior to contract award, Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) If Offeror is unable to certify the representations stated in paragraphs (a)(1), Offer must submit a written explanation regarding its inability to make the certification. The certification will be considered in connection with a review of the Offeror's responsibility. Failure of the Offeror to furnish additional information as requested by the Procurement Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

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(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly or in bad faith rendered an erroneous certification, in addition to other remedies available to the State, the Procurement Officer may terminate the contract resulting from this solicitation for default.[02-2A035-1]

CODE OF LAWS AVAILABLE (JAN 2006)

The South Carolina Code of Laws, including the Consolidated Procurement Code, is available at:
http://www.scstatehouse.gov/code/statmast.php

The South Carolina Regulations are available at:
http://www.scstatehouse.gov/coderegs/statmast.php
[02-2A040-2]

DISCLOSURE OF CONFLICTS OF INTEREST OR UNFAIR COMPETITIVE ADVANTAGE (FEB 2015)

You warrant and represent that your offer identifies and explains any unfair competitive advantage you may have in competing for the proposed contract and any actual or potential conflicts of interest that may arise from your participation in this competition or your receipt of an award. The two underlying principles are (a) preventing the existence of conflicting roles that might bias a contractor's judgment, and (b) preventing an unfair competitive advantage. If you have an unfair competitive advantage or a conflict of interest, the state may withhold award. Before withholding award on these grounds, an offeror will be notified of the concerns and provided a reasonable opportunity to respond. Efforts to avoid or mitigate such concerns, including restrictions on future activities, may be considered. Without limiting the foregoing, you represent that your offer identifies any services that relate to either this solicitation or the work and that has already been performed by you, a proposed subcontractor, or an affiliated business of either. [02-2A047-2]

DEADLINE FOR SUBMISSION OF OFFER (JAN 2004)

Any offer received after the Procurement Officer of the governmental body or his designee has declared that the time set for opening has arrived, shall be rejected unless the offer has been delivered to the designated purchasing office or the governmental body's mail room which services that purchasing office prior to the opening. [R.19-445.2070(G)] [02-2A050-1]

DRUG FREE WORK PLACE CERTIFICATION (JAN 2004)

By submitting an Offer, Contractor certifies that, if awarded a contract, Contractor will comply with all applicable provisions of The Drug-free Workplace Act, Title 44, Chapter 107 of the South Carolina Code of Laws, as amended. [02-2A065-1]

DUTY TO INQUIRE (FEB 2015)

Offeror, by submitting an Offer, represents that it has read and understands the Solicitation and that its Offer is made in compliance with the Solicitation. Offerors are expected to examine the Solicitation thoroughly and should request an explanation of any ambiguities, discrepancies, errors, omissions, or conflicting statements in the Solicitation. Failure to do so will be at the Offeror's risk. All ambiguities, discrepancies, errors, omissions, or conflicting statements in the Solicitation shall be interpreted to require the better quality or greater quantity of work and/or materials, unless otherwise directed by amendment. Offeror assumes responsibility for any patent ambiguity in the Solicitation that Offeror does not bring to the State's attention. See clause entitled "Questions from Offerors." [02-2A070-2]

ETHICS CERTIFICATE (MAY 2008)

By submitting an offer, the offeror certifies that the offeror has and will comply with, and has not, and will not, induce a person to violate Title 8, Chapter 13 of the South Carolina Code of Laws, as amended (ethics act). The following statutes require special attention: Section 8-13-700, regarding use of official position for financial gain; Section 8-13-705, regarding

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gifts to influence action of public official; Section 8-13-720, regarding offering money for advice or assistance of public official; Sections 8-13-755 and 8-13-760, regarding restrictions on employment by former public official; Section 8-13-775, prohibiting public official with economic interests from acting on contracts; Section 8-13-790, regarding recovery of kickbacks; Section 8-13-1150, regarding statements to be filed by consultants; and Section 8-13-1342, regarding restrictions on contributions by contractor to candidate who participated in awarding of contract. The state may rescind any contract and recover all amounts expended as a result of any action taken in violation of this provision. If contractor participates, directly or indirectly, in the evaluation or award of public contracts, including without limitation, change orders or task orders regarding a public contract, contractor shall, if required by law to file such a statement, provide the statement required by Section 8-13-1150 to the procurement officer at the same time the law requires the statement to be filed. [02-2A075-2]

IRAN DIVESTMENT ACT - CERTIFICATION (DEC 2015)

(a) The Iran Divestment Act List is a list published by the Authority pursuant to Section 11-57-310 that identifies persons engaged in investment activities in Iran. Currently, the list is available at the following URL: http://procurement.sc.gov/PS/PS-iran-divestment.phtm (.) Section 11-57-310 requires the government to provide a person ninety days written notice before he is included on the list. The following representation, which is required by Section 11-57-330(A), is a material inducement for the State to award a contract to you. (b) By signing your Offer, you certify that, as of the date you sign, you are not on the then-current version of the Iran Divestment Act List. (c) You must notify the Procurement Officer immediately if, at any time before posting of a final statement of award, you are added to the Iran Divestment Act List. [02-2A077-2]

OMIT TAXES FROM PRICE (JAN 2004)

Do not include any sales or use taxes in Your price that the State may be required to pay. [02-2A080-1]

OPEN TRADE REPRESENTATION (JUN 2015)

By submitting an Offer, Offeror represents that Offeror is not currently engaged in the boycott of a person or an entity based in or doing business with a jurisdiction with whom South Carolina can enjoy open trade, as defined in SC Code Section 11-35-5300. [02-2A083-1]

PROTESTS (JUN 2006)

Any prospective bidder, offeror, contractor, or subcontractor who is aggrieved in connection with the solicitation of a contract shall protest within fifteen days of the date of issuance of the applicable solicitation document at issue. Any actual bidder, offeror, contractor, or subcontractor who is aggrieved in connection with the intended award or award of a contract shall protest within ten days of the date notification of award is posted in accordance with this code. A protest shall be in writing, shall set forth the grounds of the protest and the relief requested with enough particularity to give notice of the issues to be decided, and must be received by the appropriate Chief Procurement Officer within the time provided. See clause entitled "Protest-CPO". [Section 11-35-4210] [02-2A085-1]

PROHIBITED COMMUNICATIONS AND DONATIONS (FEB 2015)

Violation of these restrictions may result in disqualification of your offer, suspension or debarment, and may constitute a violation of law.

(a) During the period between publication of the solicitation and final award, ***you must not communicate, directly or indirectly, with the Using Governmental Unit or its employees, agents or officials regarding any aspect of this procurement activity,*** unless otherwise approved in writing by the Procurement Officer. All communications must be solely with the Procurement Officer. [R. 19-445.2010]

(b) You are advised to familiarize yourself with Regulation 19-445.2165, which restricts donations to a governmental entity with whom you have or seek to have a contract. ***You represent that your offer discloses any gifts made, directly or through an intermediary, by you or your named subcontractors to or for the benefit of the Using Governmental Unit during the period beginning eighteen months prior to the Opening Date.*** [R. 19-445.2165] [02-2A087-1]

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PUBLIC OPENING (JAN 2004)

Offers will be publicly opened at the date/time and at the location identified on the Cover Page, or last Amendment, whichever is applicable. [02-2A090-1]

QUESTIONS FROM OFFERORS (FEB 2015)

(a) Any prospective offeror desiring an explanation or interpretation of the solicitation, drawings, specifications, etc., must request it in writing. Questions regarding the original solicitation or any amendment must be received by the Procurement Officer no later than five (5) days prior to opening unless an earlier date is stated on the Cover Page. Label any communication regarding your questions with the name of the procurement officer, and the solicitation's title and number. Oral explanations or instructions will not be binding. [See R. 19-445.2042(B)] Any information given a prospective offeror concerning a solicitation will be furnished promptly to all other prospective offerors as an Amendment to the solicitation, if that information is necessary for submitting offers or if the lack of it would be prejudicial to other prospective offerors. See clause entitled "Duty to Inquire." **We will not identify you in our answer to your question.** (b) The State seeks to permit maximum practicable competition. Offerors are urged to advise the Procurement Officer -- as soon as possible -- regarding any aspect of this procurement, including any aspect of the Solicitation that unnecessarily or inappropriately limits full and open competition. [See R. 19-445.2140] [02-2A095-2]

REJECTION/CANCELLATION (JAN 2004)

The State may cancel this solicitation in whole or in part. The State may reject any or all proposals in whole or in part. [SC Code Section 11-35-1710 & R.19-445.2065] [02-2A100-1]

RESPONSIVENESS/IMPROPER OFFERS (JUN 2015)

(a) Bid as Specified. Offers for supplies or services other than those specified will not be considered unless authorized by the Solicitation.

(b) Multiple Offers. Offerors may submit more than one Offer, provided that each Offer has significant differences other than price. Each separate Offer must satisfy all Solicitation requirements. If this solicitation is an Invitation for Bids, each separate offer must be submitted as a separate document. If this solicitation is a Request for Proposals, multiple offers may be submitted as one document, provided that you clearly differentiate between each offer and you submit a separate cost proposal for each offer, if applicable.

(c) Responsiveness. Any Offer which fails to conform to the material requirements of the Solicitation may be rejected as nonresponsive. Offers which impose conditions that modify material requirements of the Solicitation may be rejected. If a fixed price is required, an Offer will be rejected if the total possible cost to the State cannot be determined. Offerors will not be given an opportunity to correct any material nonconformity. Any deficiency resulting from a minor informality may be cured or waived at the sole discretion of the Procurement Officer. [R.19-445.2070 and Section 11-35-1520(13)]

(d) Price Reasonableness: Any offer may be rejected if the Procurement Officer determines in writing that it is unreasonable as to price. [R. 19-445.2070].

(e) Unbalanced Bidding. The State may reject an Offer as nonresponsive if the prices bid are materially unbalanced between line items or subline items. A bid is materially unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated in relation to cost for other work, and if there is a reasonable doubt that the bid will result in the lowest overall cost to the State even though it may be the low evaluated bid, or if it is so unbalanced as to be tantamount to allowing an advance payment.

(f) **Do not submit bid samples or descriptive literature unless expressly requested.** Unsolicited bid samples or descriptive literature will not be examined or tested, will not be used to determine responsiveness, and will not be deemed to vary any of the provisions of the solicitation. S.C. Code Ann. Reg. 19-445.2077(D). [02-2A105-2]

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SIGNING YOUR OFFER (JAN 2004)

Every Offer must be signed by an individual with actual authority to bind the Offeror. (a) If the Offeror is an individual, the Offer must be signed by that individual. If the Offeror is an individual doing business as a firm, the Offer must be submitted in the firm name, signed by the individual, and state that the individual is doing business as a firm. (b) If the Offeror is a partnership, the Offer must be submitted in the partnership name, followed by the words by its Partner, and signed by a general partner. (c) If the Offeror is a corporation, the Offer must be submitted in the corporate name, followed by the signature and title of the person authorized to sign. (d) An Offer may be submitted by a joint venturer involving any combination of individuals, partnerships, or corporations. If the Offeror is a joint venture, the Offer must be submitted in the name of the Joint Venture and signed by every participant in the joint venture in the manner prescribed in paragraphs (a) through (c) above for each type of participant. (e) If an Offer is signed by an agent, other than as stated in subparagraphs (a) through (d) above, the Offer must state that is has been signed by an Agent. Upon request, Offeror must provide proof of the agent's authorization to bind the principal. [02-2A115-1]

STATE OFFICE CLOSINGS (JAN 2004)

If an emergency or unanticipated event interrupts normal government processes so that offers cannot be received at the government office designated for receipt of bids by the exact time specified in the solicitation, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal government processes resume. In lieu of an automatic extension, an Amendment may be issued to reschedule bid opening. If state offices are closed at the time a pre-bid or pre-proposal conference is scheduled, an Amendment will be issued to reschedule the conference. Useful information may be available at:
http://www.scemd.org/planandprepare/disasters/severe-winter-weather [02-2A120-3]

SUBMITTING CONFIDENTIAL INFORMATION (FEB 2015)

(An overview is available at www.procurement.sc.gov) For every document Offeror submits in response to or with regard to this solicitation or request, Offeror must separately mark with the word "CONFIDENTIAL" every page, or portion thereof, that Offeror contends contains information that is exempt from public disclosure because it is either (a) a trade secret as defined in Section 30-4-40(a)(1), or (b) privileged and confidential, as that phrase is used in Section 11-35-410. For every document Offeror submits in response to or with regard to this solicitation or request, Offeror must separately mark with the words "TRADE SECRET" every page, or portion thereof, that Offeror contends contains a trade secret as that term is defined by Section 39-8-20 of the Trade Secrets Act. For every document Offeror submits in response to or with regard to this solicitation or request, Offeror must separately mark with the word "PROTECTED" every page, or portion thereof, that Offeror contends is protected by Section 11-35-1810. All markings must be conspicuous; use color, bold, underlining, or some other method in order to conspicuously distinguish the mark from the other text. Do not mark your entire response (bid, proposal, quote, etc.) as confidential, trade secret, or protected. If your response, or any part thereof, is improperly marked as confidential or trade secret or protected, the State may, in its sole discretion, determine it nonresponsive. If only portions of a page are subject to some protection, do not mark the entire page. By submitting a response to this solicitation or request, Offeror (1) agrees to the public disclosure of every page of every document regarding this solicitation or request that was submitted at any time prior to entering into a contract (including, but not limited to, documents contained in a response, documents submitted to clarify a response, and documents submitted during negotiations), unless the page is conspicuously marked "TRADE SECRET" or "CONFIDENTIAL" or "PROTECTED", (2) agrees that any information not marked, as required by these bidding instructions, as a "Trade Secret" is not a trade secret as defined by the Trade Secrets Act, and (3) agrees that, notwithstanding any claims or markings otherwise, any prices, commissions, discounts, or other financial figures used to determine the award, as well as the final contract amount, are subject to public disclosure. In determining whether to release documents, the State will detrimentally rely on Offeror's marking of documents, as required by these bidding instructions, as being either "Confidential" or "Trade Secret" or "PROTECTED". By submitting a response, Offeror agrees to defend, indemnify and hold harmless the State of South Carolina, its agencies, officers and employees, from every claim, demand, loss, expense, cost, damage or injury, including attorney's fees, arising out of or resulting from withholding information by the State of South Carolina or any of its agencies, that Offeror marked as "confidential" or "trade secret" or "PROTECTED". (All references to S.C. Code of Laws.) [02-2A125-2]

SUBMITTING A PAPER OFFER OR MODIFICATION (MAR 2015)

Unless specifically instructed otherwise in the solicitation, you should submit your offer or modification in accordance with the clause titled "ON-LINE BIDDING INSTRUCTIONS." Paper offers are discouraged. If you must submit a paper offer

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or modification the following instructions apply. (a) All prices and notations should be printed in ink or typewritten. Errors should be crossed out, corrections entered and initialed by the person signing the bid. Do not modify the solicitation document itself (including bid schedule). (b) (1) All copies of the offer or modification, and any other documents required to be submitted with the offer shall be enclosed in a sealed, opaque envelope or package. (2) Submit your offer or modification to the address on the Cover Page. (3) The envelope or package must show the time and date specified for opening, the solicitation number, and the name and address of the bidder. If the offer or modification is sent by mail or special delivery service (UPS, Federal Express, etc.), the outermost envelope or wrapper must be labeled "OFFER ENCLOSED" on the face thereof. (c) If you are responding to more than one solicitation, submit each offer in a separate envelope or package. (d) Submit the number of copies indicated on the Cover Page. (e) Facsimile or e-mail offers, modifications, or withdrawals, will not be considered unless authorized by the Solicitation. [02-2A130-2]

TAX CREDIT FOR SUBCONTRACTING WITH DISADVANTAGED SMALL BUSINESSES (JAN 2008)

Pursuant to Section 12-6-3350, a taxpayer having a contract with this State who subcontracts with a socially and economically disadvantaged small business is eligible for an income tax credit equal to four percent of the payments to that subcontractor for work pursuant to the contract. The subcontractor must be certified as a socially and economically disadvantaged small business as defined in Section 11-35-5010 and regulations pursuant to it. The credit is limited to a maximum of fifty thousand dollars annually. A taxpayer is eligible to claim the credit for ten consecutive taxable years beginning with the taxable year in which the first payment is made to the subcontractor that qualifies for the credit. After the above ten consecutive taxable years, the taxpayer is no longer eligible for the credit. A taxpayer claiming the credit shall maintain evidence of work performed for the contract by the subcontractor. The credit may be claimed on Form TC-2, "Minority Business Credit." A copy of the subcontractor's certificate from the Governor's Office of Small and Minority Business (OSMBA) is to be attached to the contractor's income tax return. Questions regarding the tax credit and how to file are to be referred to: SC Department of Revenue, Research and Review, Phone: (803) 898-5786, Fax: (803) 898-5888. Questions regarding subcontractor certification are to be referred to: Governor's Office of Small and Minority Business Assistance, Phone: (803) 734-0657, Fax: (803) 734-2498. [02-2A135-1]

VENDOR REGISTRATION MANDATORY (JAN 2006)

You must have a state vendor number to be eligible to submit an offer. To obtain a state vendor number, visit www.procurement.sc.gov and select New Vendor Registration. (To determine if your business is already registered, go to "Vendor Search"). Upon registration, you will be assigned a state vendor number. Vendors must keep their vendor information current. If you are already registered, you can update your information by selecting Change Vendor Registration. (Please note that vendor registration does not substitute for any obligation to register with the S.C. Secretary of State or S.C. Department of Revenue. You can register with the agencies at http://www.scbos.com/default.htm) [02-2A145-1]

WITHDRAWAL OR CORRECTION OF OFFER (JAN 2004)

Offers may be withdrawn by written notice received at any time before the exact time set for opening. If the Solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for opening. A bid may be withdrawn in person by a bidder or its authorized representative if, before the exact time set for opening, the identity of the person requesting withdrawal is established and the person signs a receipt for the bid. The withdrawal and correction of Offers is governed by S.C. Code Section 11-35-1520 and Regulation 19-445.2085. [02-2A150-1]

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II. INSTRUCTIONS TO OFFERORS -- B. SPECIAL INSTRUCTIONS

CONFERENCE - PRE-BID/PROPOSAL (JAN 2006)

Pre-Bid/Proposal Conference Date and Time: **03/07/2018 09:00AM**
Location of Pre-Bid/Proposal Conference: **West Columbia City Hall**
New Brookland Room
200 N. 12th Street
West Columbia, SC 29169

Due to the importance of all offerors having a clear understanding of the specifications and requirements of this solicitation, a conference of potential offerors will be held on the date specified on the cover page. **Bring a copy of the solicitation with you. Any changes resulting from this conference will be noted in a written amendment to the solicitation**. Your failure to attend will not relieve the Contractor from responsibility for estimating properly the difficulty and cost of successfully performing the work, or for proceeding to successfully perform the work without additional expense to the State. The State assumes no responsibility for any conclusions or interpretations made by the Contractor based on the information made available at the conference. Nor does the State assume responsibility for any understanding reached or representation made concerning conditions which can affect the work by any of its officers or agents before the execution of this contract, unless that understanding or representation is expressly stated in this contract. [02-2B025-1]

This solicitation includes a NON-Mandatory Pre-Bid Conference. While attendance is not required, offerors are strongly encouraged to attend and participate. The purpose of the Pre-Bid is to identify items that are in error, unclear, or unduly restrictive.

All conference attendees should read the solicitation and develop their questions in preparation for the conference. The pace of the conference will NOT afford individuals enough time to complete an initial review of the document during the conference.

CLARIFICATION (NOV 2007)

Pursuant to Section 11-35-1520(8), the Procurement Officer may elect to communicate with you after opening for the purpose of clarifying either your offer or the requirements of the solicitation. Such communications may be conducted only with offerors who have submitted an offer which obviously conforms in all material aspects to the solicitation. Clarification of an offer must be documented in writing and included with the offer. Clarifications may not be used to revise an offer or the solicitation. [Section 11-35-1520(8); R.19-445.2080] [02-2B055-1]

MAIL PICKUP (JAN 2006)

The State Procurement Office picks up all mail from The US Postal Service once daily around 8:30 a.m. (excluding weekends and holidays). See provision entitled Deadline for Submission of Offer. [02-2B080-1]

OFFERING BY LOT (JAN 2006)

Offers may be submitted for one or more complete lots. Failure to offer on all items within a lot will be reason for rejection. [02-2B095-1]

ON-LINE BIDDING INSTRUCTIONS (MODIFIED)

(a) Mandatory Registration. You must register before you can submit an offer on line! See clause entitled "VENDOR REGISTRATION MANDATORY."
(b) Steps for On-Line Bidding
1 The link provided on the solicitation's Cover Page will take you to our web based on-line bidding system, where you will enter and/or upload your offer.

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2 Follow the general user instructions posted at www.procurement.sc.gov under the heading "Submitting Offers."
3 Confirm your offer has a status of "submitted" by refreshing the "RFx and Auctions" screen.
Only offers with a status of "submitted" have been received by the State.
Offers with a status of "saved" have not been received.
4 Save or print a copy of your offer using the "Print Preview" button after your offer has been submitted.
5 **Any problems with uploading your document please call the SCEIS help desk (803) 896 – 0001. Please do not call the Procurement Officer, as the SCEIS help desk is the place to help you**.
[02-2B105-2]

PROTEST - CPO - MMO ADDRESS (JUN 2006)

Any protest must be addressed to the Chief Procurement Officer, Materials Management Office, and submitted in writing
(a) by email to: protest-mmo@mmo.state.sc.us, or
(b) by post or delivery to: 1201 Main Street, Suite 600, Columbia, SC 29201. [02-2B122-1]

UNIT PRICES REQUIRED (JAN 2006)

Unit price to be shown for each item. [02-2B170-1]

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III. SCOPE OF WORK/SPECIFICATIONS

Commercial Grounds Maintenance Equipment Phase II

Offerors Relationship with Manufacturer:

Bids will only be accepted from Manufacturers or Dealers expressly authorized to bid on behalf of a Manufacturer (documentation of expressed authority must be submitted with your bid). In the case of a Dealer bidding on behalf of a Manufacturer, the offeror (bidder) MUST clearly indicate on the Cover Page of the solicitation that the Dealer is bidding "In Care Of" a certain Manufacturer. Such bids must be accompanied by a letter from the Manufacturer on its letterhead stating that said Dealer is authorized to bid on behalf of the Manufacturer. **The Offeror dealers bidding on behalf of manufacturers incur the contractual obligations intended for the manufactures must be able to provide goods and services for the entire State.**

DEALERS:

Offers may include a list of local Dealers/Distributors that will service certain geographical areas on behalf of the Manufacturer. These Dealers/Distributors must be in good standing with the State, and will be held by the Contractors (Manufacturers) to the same performance standards as the awarded Contractors. It must be clear that the Contractor will be held responsible by the State for ALL aspects of contract performance. The Dealers/Distributors are responsible to the Contractor. The State will not be entangled in the Contractor – Dealer/Distributor relationship.

NOTE:
The listing of a Dealer/Distributor is an administrative matter. Changes in the Contractor's Dealer/Distributor list(s) will not require a Change Order document. The two (2) contractual requirements supported by the Dealer/Distributor list(s) that must be maintained by the Contractor throughout the life of the contract are:

1. **Complete and continuous distribution coverage of the entire State.**
2. **All named Dealer/Distributors must be in good standing with the State and be a registered vendor with the State.**

** Contractors are permitted to set up distribution networks to ensure quality and timely service to all areas of the state. So while the contractors listed herein serve as the sole point of contact for ordering and payment purposes, local representatives may perform other service functions such as delivery or maintenance services. Changes to the dealer/distributor networks are an administrative matter, not a contractual matter, and thus will not require express authorization of MMO or the State if changes must be made. However, dealers and distributors are held to the same performance and responsibility standards as the contractors. Should performance issues arise pertaining to a dealer/distributor acting as an agent of the contractor, the contractor is responsible for handling such issues and will act as the sole point of contact in resolving these problems.**

SEE BIDDING SCHEDULE

See Bidding Schedule which is Attachment A to this solicitation. [03-3005-1]

DELIVERY/PERFORMANCE LOCATION -- PURCHASE ORDER (JAN 2006)

After award, all deliveries shall be made and all services provided to the location specified by the Using Governmental Unit in its purchase order. [03-3015-1]

DELIVERY DATE -- DAYS ARO (MODIFIED)

All items shall be delivered within the number of days after receipt of purchase order (days ARO) listed on the bid schedule (Attachment A) for the awarded item(s).

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DELIVERY INSTRUCTIONS:

All equipment, accessories, and attachments shall be FOB Destination. The term FOB Destination shall mean delivered and unloaded onto Receiving Dock of any State agency and, when applicable, any public procurement unit within the State of South Carolina, will all charges for transportation and unloading PREPAID by the Contractor.

All accessories or attachments with a value of less than $100 shall be shipped **FOB Prepaid** and added to the Invoice.

All 2-Cycle equipment shall be **delivered FOB Destination**, unassembled in the Manufacturer's carton to be assembled by the user/purchaser.

All 4-Cycle equipment shall be delivered **FOB Destination**, assembled, serviced, oiled and ready for immediate use.

QUALITY -- NEW (JAN 2006)

All items must be new. [03-3060-1]

QUALITY STANDARDS AND ANSI:

Commercial Grounds Maintenance Equipment furnished under these specifications shall be the Manufacturer's current standard commercial production. Equipment manufactured for home or residential use will not be considered. All accessories and attachments that is/are normally furnished with the standard product offered commercially shall be furnished with each piece of equipment.

The following standards are in effect on the date of the Invitation for Bid and as a part of these specifications:

1. **American National Standards Institute, Inc., ANSI/OPEI B71.1 - Turf Care Equipment – Power Lawn Mowers, Lawn & Garden Tractors and Lawn Tractors.**

2. **American National Standards Institute, Inc., ANSI/OPEI B71.4 - Safety Specifications for Commercial Turf Care Equipment.**

3. **Throughout the life of the contract the then current version of specification standard (ANSI B71.1 and ANSI/OPEI B71.4) is in effect. Therefore, when the standard changes, the resulting contract automatically changes to reflect the changes in the standards.**

MAINTENANCE/OPERATIONAL INSTRUCTIONS:

The Contractor(s) shall furnish one (1) copy of complete instructions for maintenance and operation and one (1) copy of a complete Replacement Parts list for each piece of equipment delivered. The Contractor shall also furnish one (1) copy of the Manufacturer's Current Price Parts List. These may be furnished in electronic versions.

TRAINING (JAN 2006)

Upon request, contractor shall demonstrate equipment within 30 days after delivery. [03-3080-1]

ADMINISTRATIVE SERVICES FEE - COLLECTION AND REPORTING (JUN 2015)

(a) Procurement Services (PS) establishes and maintains master State contracts for the benefit of all South Carolina state and local public entities. These contracts allow all public entities both to maximize the State's purchasing power by aggregating their requirements and to benefit from increased efficiencies in the acquisition process. Procurement Services' cost for this central purchasing activity is offset by an administrative fee which each contractor includes in its contract pricing (though not separately itemized or invoiced) and is paid to the vendor by each participating public entity. The contractor collects the fee as a fiduciary for the State and remits the same as calculated in accordance with the clause titled "ADMINISTRATIVE SERVICES FEE - CALCULATION." The price stated in the contractor's bid or proposal must

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include all amounts necessary for contractor to meet this obligation.

(b) As used in this clause, the term "reporting period" means each full calendar quarter (Jan. - Mar., Apr. - Jun., Jul. - Sep., and Oct. - Dec.) and any remaining periods less than a full calendar quarter during the term of this contract. For each reporting period, contractor shall report to PS its total sales pursuant to this contract for the period and shall remit the fee to the PS Reports Manager. Payment for each reporting period is due no later than the last day of the month immediately following the end of the reporting period (Example: payment for the reporting period ending March 31 is due April 30). If the amount due for a reporting period is less than $10.00, no payment is required. The procurement officer will provide contractor an information packet, including a detailed explanation of reporting and payment requirements, within fifteen (15) calendar days following contract award. You may contact the Reports Manager at:

Procurement Services Division
Attn: Reports Manager
1201 Main Street, Suite 600
Columbia, SC 29201

Phone: (803) 737-0600 (ask to speak to the Reports Manager)

Failure to receive the information packet does not relieve contractor from its obligations hereunder.

(c) Contractor shall submit a usage report for each reporting period, even if no payment is due for the reporting period. The usage report shall include any information requested by PS to verify the amount due. At a minimum, each usage report shall reflect the following information for the applicable reporting period: contractor's name, contract number, contract description, reporting period/quarter, total dollar value of sales (excluding sales taxes and showing any adjustments for credits or refunds), total number of units (if practicable), and the number, date, and amount of contractor's check to PS. Unless otherwise specified by the reports manager, the usage report shall be submitted electronically according to instructions in the information packet. If the reports manager requires the contractor to provide a more detailed usage report, the reports manager will work directly with the contractor to determine the appropriate content and format of the report.

(d) During the term of this contract and for a period of three years thereafter, PS or its authorized representatives shall be afforded access at reasonable times to contractor's records (including, without limitation, bank statements, deposits, checks; invoices; correspondence; ledgers; receipts; transmittals) in order to audit all transactions involving goods sold, work performed, or fees due pursuant to this contract. If the audit indicates that contractor has materially underpaid PS, then contractor shall remit the balance found to be due (including any amounts assessed pursuant to subparagraph (e)) and reimburse PS for all costs of the audit.

(e) Payments of the fee which are due and unpaid by the contractor (including amounts disclosed by audit) shall accrue interest as provided in the Payment and Interest clause for amounts due to the State. In addition to the fee and interest, contractor agrees to pay to PS its reasonable expenses of collection, including costs and attorneys' fees (and fees for inside counsel), whether or not PS commences legal action.

(f) If the contractor fails to (i) timely submit accurate usage reports; (ii) remit to PS the fee when due; or (iii) promptly and fully cooperate with an audit request, the State may, without prejudice to any other remedy available to the State, take any one or more of the following actions:

(1) direct the contractor to not accept any further orders under the contract until PS determines that the cause for such direction has been eliminated;

(2) terminate this contract;

(3) direct the contractor to not accept any further orders under any other master State contract established by PS until PS determines that the cause for such direction has been eliminated.

(g) For purposes of this clause, PS is intended as a third-party beneficiary of this contract.
[03-3090-3]

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ADMINISTRATIVE SERVICES FEE - CALCULATION - SPO (MODIFIED)

For each reporting period, Contractor shall pay to PS a **fee equal to one (1%) percent of the total dollar** amount (excluding sales taxes and adjusted for credits or refunds) of purchases made by any public procurement unit from Contractor pursuant to this contract.

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IV. INFORMATION FOR OFFERORS TO SUBMIT

INFORMATION FOR OFFERORS TO SUBMIT -- GENERAL (MAR 2015)

You shall submit a signed Cover Page and Page Two. If you submit your offer electronically, you must upload an image of a signed Cover Page and Page Two. Your offer should include all other information and documents requested in this part and in parts II.B. Special Instructions; III. Scope of Work; V. Qualifications; VIII. Bidding Schedule/Price Proposal; and any appropriate attachments addressed in Part IX. Attachments to Solicitations. You should submit a summary of all insurance policies you have or plan to acquire to comply with the insurance requirements stated herein, if any, including policy types; coverage types; limits, sub-limits, and deductibles for each policy and coverage type; the carrier's A.M. Best rating; and whether the policy is written on an occurrence or claims-made basis. [04-4010-2]

In the case of a Dealer/Distributor bidding on a Manufacturer's behalf, the Offeror MUST clearly indicate on the Cover Page of this solicitation that it is bidding "In Care Of" a certain Manufacturer.

Such bids MUST be accompanied by a letter from the Manufacturer on its letterhead stating that said Dealer/Distributor is authorized to bid on behalf of the Manufacturer. (See Attachment A)

Note: If this letter is NOT submitted WITH the bid, the bid may be deemed NON RESPONSIVE.

EVALUATION/AWARD

Offers are to include the Manufacturer's FULL lines/series of Commercial grounds Maintenance Equipment as defined within the categories in the Bidding Schedule. The Price List to be considered shall be the Manufacturer's published Government Price List. In the event the Manufacturer does not publish a Government Price List, its published Commercial Price List will be acceptable. No other Price List will be acceptable and any Bids that do not comply with the above will be rejected.

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MINORITY PARTICIPATION (DEC 2015)

Is the bidder a South Carolina Certified Minority Business? [ ] Yes [ ] No

Is the bidder a Minority Business certified by another governmental entity? [ ] Yes [ ] No

If so, please list the certifying governmental entity: _____

Will any of the work under this contract be performed by a SC certified Minority Business as a subcontractor? [ ] Yes [ ] No

If so, what percentage of the total value of the contract will be performed by a SC certified Minority Business as a subcontractor? _____

Will any of the work under this contract be performed by a minority business certified by another governmental entity as a subcontractor? [ ] Yes [ ] No

If so, what percentage of the total value of the contract will be performed by a minority business certified by another governmental entity as a subcontractor? _____

If a certified Minority Business is participating in this contract, please indicate all categories for which the Business is certified:

[ ] Traditional minority
[ ] Traditional minority, but female
[ ] Women (Caucasian females)
[ ] Hispanic minorities
[ ] DOT referral (Traditional minority)
[ ] DOT referral (Caucasian female)
[ ] Temporary certification
[ ] SBA 8 (a) certification referral
[ ] Other minorities (Native American, Asian, etc.)

(If more than one minority contractor will be utilized in the performance of this contract, please provide the information above for each minority business.)

The Department of Administration, Division of Small and Minority Business Contracting and Certification, publishes a list of certified minority firms. The Minority Business Directory is available at the following URL:
http://osmba.sc.gov/directory.html
[04-4015-3]

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V. QUALIFICATIONS

QUALIFICATIONS OF OFFEROR (MAR 2015)

(1) To be eligible for award, you must have the capability in all respects to perform fully the contract requirements and the integrity and reliability which will assure good faith performance. We may also consider a documented commitment from a satisfactory source that will provide you with a capability. We may consider information from any source at any time prior to award. We may elect to consider (i) key personnel, any predecessor business, and any key personnel of any predecessor business, including any facts arising prior to the date a business was established, and/or (ii) any subcontractor you identify. (2) You must promptly furnish satisfactory evidence of responsibility upon request. Unreasonable failure to supply requested information is grounds for rejection. (3) **Corporate subsidiaries are cautioned that the financial capability of an affiliated or parent company will not be considered in determining financial capability;** however, we may elect to consider any security, e.g., letter of credit, performance bond, parent-company corporate guaranty, that you offer to provide. Instructions and forms to help assure acceptability are posted on procurement.sc.gov, link to "Standard Clauses & Provisions." [05-5005-2]

QUALIFICATIONS -- REQUIRED INFORMATION (MODIFIED)

Upon determination of the apparent lowest responsive Offeror, you may be asked to submit within forty-eight (48) hours the following information or documentation for you and for any subcontractor (at any tier level) that you identify pursuant to the clause titled Subcontractor - Identification. Err on the side of inclusion. You represent that the information provided is complete. (a) The general history and experience of the business in providing work of similar size and scope. (b) Information reflecting the current financial position. Include the most current financial statement and financial statements for the last two fiscal years. If the financial statements have been audited in accordance with the following requirements, provide the audited version of those statements. [Reference Statement of Financial Accounting Concepts No. 5 (FASB, December, 1984), as amended.] (c) A detailed, narrative statement listing the three most recent, comparable contracts (including contact information) which have been performed. For each contract, describe how the supplies or services provided are similar to those requested by this solicitation, and how they differ. (d) A list of every business for which supplies or services substantially similar to those sought with this solicitation have been provided, at any time during the past three years. (e) A list of every South Carolina public body for which supplies or services have been provided at any time during the past three years, if any. (f) List of failed projects, suspensions, debarments, and significant litigation.

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VI. AWARD CRITERIA

AWARD BY LOT (JAN 2006)

Award will be made by complete lot(s). [06-6015-1]

AWARD CRITERIA -- BIDS (MODIFIED)

Award will be made to the lowest responsible and responsive bidder(s) with the highest discount per manufacturer.

Bidders must offer percentage discounts for Equipment, Attachments and Accessories. The percentage discount amount on Attachments and Accessories may be different from the percentage discount on Equipment in the same lot, but must meet the required minimum discount described herein. For the purposes of this contract, Attachments and Accessories are defined as follows:

Attachments: Items that enhance or contribute to the performance of the piece of Equipment. Examples include, but are not limited to Side Mowers or Generators.

Accessories: Items that are added to Equipment that provide user comfort or aesthetic value, but do not enhance or contribute to performance or functionality. Examples include, but are not limited to, radios, air conditioners, or canopies.

****The State has established that bidders must offer a greater than or equal, (≥) to discounts 10% for all Equipment, Attachments and Accessories. ****

EVALUATION/AWARD

Offers are to include the Manufacturer's FULL lines/series of Commercial grounds Maintenance Equipment as defined within the categories in the Bidding Schedule. The Price List to be considered shall be the Manufacturer's published Government Price List. In the event the Manufacturer does not publish a Government Price List, its published Commercial Price List will be acceptable. No other Price List will be acceptable and any Bids that do not comply with the above will be rejected.

AWARD TO MULTIPLE OFFERORS (JAN 2006)

Award may be made to more than one Offeror. [06-6035-1]

CALCULATING THE HIGHEST DISCOUNT

This is a multiple award contract for any manufacturer and/or dealer offering the highest discount percentage (%) off of the Manufacturer's Established Governmental Pricing Ground Maintenance Equipment, Attachments and Accessories only. However, you are required to provide the requested discounts for Equipment, Attachments and Accessories in the spaces provided. Awards will be made by Lot for each manufacturer's entire line of Equipment, Attachments and Accessories. Each offer must be from the same manufacturer price list in order to determine the lowest responsive, responsible bid(s). Each offeror must provide a copy of the manufacturer's price list and/or any updates and changes in price when they occur over the life of the contract(s) for the Equipment, Attachments and Accessories bid. This information is required before any purchase orders may be issued against any resultant contracts.

COMPETITION FROM PUBLIC ENTITIES (JAN 2006)

If a South Carolina governmental entity submits an offer, the Procurement Officer will, when determining the lowest offer, add to the price provided in any offers submitted by non-governmental entities a percentage equivalent to any applicable

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sales or use tax. S.C. Code Ann. Regs 117-304.1 (Supp. 2004). [06-6057-1]

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VII. TERMS AND CONDITIONS -- A. GENERAL

ASSIGNMENT, NOVATION, AND CHANGE OF NAME, IDENTITY, OR STRUCTURE (FEB 2015)

(a) Contractor shall not assign this contract, or its rights, obligations, or any other interest arising from this contract, or delegate any of its performance obligations, without the express written consent of the responsible procurement officer. The foregoing restriction does not apply to a transfer that occurs by operation of law (e.g., bankruptcy; corporate reorganizations and consolidations, but not including partial asset sales). Notwithstanding the foregoing, contractor may assign monies receivable under the contract provided that the state shall have no obligation to make payment to an assignee until thirty days after contractor (not the assignee) has provided the responsible procurement officer with (i) proof of the assignment, (ii) the identity (by contract number) of the specific state contract to which the assignment applies, and (iii) the name of the assignee and the exact address or account information to which assigned payments should be made. (b) If contractor amends, modifies, or otherwise changes its name, its identity (including its trade name), or its corporate, partnership or other structure, or its FEIN, contractor shall provide the procurement officer prompt written notice of such change. (c) Any name change, transfer, assignment, or novation is subject to the conditions and approval required by Regulation 19-445.2180, which does not restrict transfers by operation of law. [07-7A004-2]

BANKRUPTCY - GENERAL (FEB 2015)

(a) Notice. In the event the Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish written notification of the bankruptcy to the Using Governmental Unit. This notification shall be furnished within two (2) days of the initiation of the proceedings relating to the bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of all State contracts against which final payment has not been made. This obligation remains in effect until final payment under this Contract. (b) Termination. This contract is voidable and subject to immediate termination by the State upon the contractor's insolvency, including the filing of proceedings in bankruptcy. [07-7A005-2]

CHOICE-OF-LAW (JAN 2006)

The Agreement, any dispute, claim, or controversy relating to the Agreement, and all the rights and obligations of the parties shall, in all respects, be interpreted, construed, enforced and governed by and under the laws of the State of South Carolina, except its choice of law rules. As used in this paragraph, the term "Agreement" means any transaction or agreement arising out of, relating to, or contemplated by the solicitation. [07-7A010-1]

CONTRACT DOCUMENTS and ORDER OF PRECEDENCE (FEB 2015)

(a) Any contract resulting from this solicitation shall consist of the following documents: (1) a Record of Negotiations, if any, executed by you and the Procurement Officer, (2) the solicitation, as amended, (3) documentation of clarifications [11-35-1520(8)] or discussions [11-35-1530(6)] of an offer, if applicable, (4) your offer, (5) any statement reflecting the State's final acceptance (a/k/a "award"), and (6) purchase orders. These documents shall be read to be consistent and complimentary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above. (b) The terms and conditions of documents (1) through (5) above shall apply notwithstanding any additional or different terms and conditions in any other document, including without limitation, (i) a purchase order or other instrument submitted by the State, (ii) any invoice or other document submitted by Contractor, or (iii) any privacy policy, terms of use, or end user agreement. Except as otherwise allowed herein, the terms and conditions of all such documents shall be void and of no effect. (c) No contract, license, or other agreement containing contractual terms and conditions will be signed by any Using Governmental Unit. Any document signed or otherwise agreed to by persons other than the Procurement Officer shall be void and of no effect. [07-7A015-2]

DISCOUNT FOR PROMPT PAYMENT (JAN 2006)

(a) Discounts for prompt payment will not be considered in the evaluation of offers. However, any offered discount will form a part of the award, and will be taken if payment is made within the discount period indicated in the offer by the offeror. As an alternative to offering a discount for prompt payment in conjunction with the offer, offerors awarded contracts may include discounts for prompt payment on individual invoices.

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(b) In connection with any discount offered for prompt payment, time shall be computed from the date of the invoice. If the Contractor has not placed a date on the invoice, the due date shall be calculated from the date the designated billing office receives a proper invoice, provided the state annotates such invoice with the date of receipt at the time of receipt. For the purpose of computing the discount earned, payment shall be considered to have been made on the date that appears on the payment check or, for an electronic funds transfer, the specified payment date. When the discount date falls on a Saturday, Sunday, or legal holiday when Federal Government offices are closed and Government business is not expected to be conducted, payment may be made on the following business day.
[07-7A020-1]

DISPUTES (JAN 2006)

(1) Choice-of-Forum. All disputes, claims, or controversies relating to the Agreement shall be resolved exclusively by the appropriate Chief Procurement Officer in accordance with Title 11, Chapter 35, Article 17 of the South Carolina Code of Laws, or in the absence of jurisdiction, only in the Court of Common Pleas for, or a federal court located in, Richland County, State of South Carolina. Contractor agrees that any act by the government regarding the Agreement is not a waiver of either the government's sovereign immunity or the government's immunity under the Eleventh Amendment of the United States Constitution. As used in this paragraph, the term "Agreement" means any transaction or agreement arising out of, relating to, or contemplated by the solicitation. (2) Service of Process. Contractor consents that any papers, notices, or process necessary or proper for the initiation or continuation of any disputes, claims, or controversies relating to the Agreement; for any court action in connection therewith; or for the entry of judgment on any award made, may be served on Contractor by certified mail (return receipt requested) addressed to Contractor at the address provided as the Notice Address on Page Two or by personal service or by any other manner that is permitted by law, in or outside South Carolina. Notice by certified mail is deemed duly given upon deposit in the United States mail. [07-7A025-1]

EQUAL OPPORTUNITY (JAN 2006)

Contractor is referred to and shall comply with all applicable provisions, if any, of Title 41, Part 60 of the Code of Federal Regulations, including but not limited to Sections 60-1.4, 60-4.2, 60-4.3, 60-250.5(a), and 60-741.5(a), which are hereby incorporated by reference. [07-7A030-1]

FALSE CLAIMS (JAN 2006)

According to the S.C. Code of Laws Section 16-13-240, "a person who by false pretense or representation obtains the signature of a person to a written instrument or obtains from another person any chattel, money, valuable security, or other property, real or personal, with intent to cheat and defraud a person of that property is guilty" of a crime. [07-7A035-1]

FIXED PRICING REQUIRED (JAN 2006)

Any pricing provided by contractor shall include all costs for performing the work associated with that price. Except as otherwise provided in this solicitation, contractor's price shall be fixed for the duration of this contract, including option terms. This clause does not prohibit contractor from offering lower pricing after award. [07-7A040-1]

NO INDEMNITY OR DEFENSE (FEB 2015)

Any term or condition is void to the extent it requires the State to indemnify, defend, or pay attorney's fees to anyone for any reason. [07-7A045-2]

NOTICE (JAN 2006)

(A) After award, any notices shall be in writing and shall be deemed duly given (1) upon actual delivery, if delivery is by hand, (2) upon receipt by the transmitting party of automated confirmation or answer back from the recipient's device if delivery is by telex, telegram, facsimile, or electronic mail, or (3) upon deposit into the United States mail, if postage is prepaid, a return receipt is requested, and either registered or certified mail is used. (B) Notice to contractor shall be to the address identified as the Notice Address on Page Two. Notice to the state shall be to the Procurement Officer's address on

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the Cover Page. Either party may designate a different address for notice by giving notice in accordance with this paragraph. [07-7A050-1]

OPEN TRADE (JUN 2015)

During the contract term, including any renewals or extensions, Contractor will not engage in the boycott of a person or an entity based in or doing business with a jurisdiction with whom South Carolina can enjoy open trade, as defined in SC Code Section 11-35-5300. [07-7A053-1]

PAYMENT and INTEREST (FEB 2015)

(a) The State shall pay the Contractor, after the submission of proper invoices or vouchers, the prices stipulated in this contract for supplies delivered and accepted or services rendered and accepted, less any deductions provided in this contract. Unless otherwise specified herein, including the purchase order, payment shall not be made on partial deliveries accepted by the Government. (b) Unless otherwise provided herein, including the purchase order, payment will be made by check mailed to the payment address on "Page Two." (c) Notwithstanding any other provision, payment shall be made in accordance with S.C. Code Section 11-35-45, or Chapter 6 of Title 29 (real property improvements) when applicable, which provides the Contractor's exclusive means of recovering any type of interest from the Owner. Contractor waives imposition of an interest penalty unless the invoice submitted specifies that the late penalty is applicable. Except as set forth in this paragraph, the State shall not be liable for the payment of interest on any debt or claim arising out of or related to this contract for any reason. (d) Amounts due to the State shall bear interest at the rate of interest established by the South Carolina Comptroller General pursuant to Section 11-35-45 ("an amount not to exceed fifteen percent each year"), as amended, unless otherwise required by Section 29-6-30. (e) Any other basis for interest, including but not limited to general (pre- and post-judgment) or specific interest statutes, including S.C. Code Ann. Section 34-31-20, are expressly waived by both parties. If a court, despite this agreement and waiver, requires that interest be paid on any debt by either party other than as provided by items (c) and (d) above, the parties further agree that the applicable interest rate for any given calendar year shall be the lowest prime rate as listed in the first edition of the Wall Street Journal published for each year, applied as simple interest without compounding. (f) The State shall have all of its common law, equitable and statutory rights of set-off. [07-7A055-3]

PUBLICITY (JAN 2006)

Contractor shall not publish any comments or quotes by State employees, or include the State in either news releases or a published list of customers, without the prior written approval of the Procurement Officer. [07-7A060-1]

PURCHASE ORDERS (JAN 2006)

Contractor shall not perform any work prior to the receipt of a purchase order from the using governmental unit. The using governmental unit shall order any supplies or services to be furnished under this contract by issuing a purchase order. Purchase orders may be used to elect any options available under this contract, e.g., quantity, item, delivery date, payment method, but are subject to all terms and conditions of this contract. Purchase orders may be electronic. No particular form is required. An order placed pursuant to the purchasing card provision qualifies as a purchase order. [07-7A065-1]

IRAN DIVESTMENT ACT - ONGOING OBLIGATIONS (JAN 2015)

(a) You must notify the procurement officer immediately if, at any time during the contract term, you are added to the Iran Divestment Act List. (b) Consistent with Section 11-57-330(B), you shall not contract with any person to perform a part of the Work, if, at the time you enter into the subcontract, that person is on the then-current version of the Iran Divestment Act List. [07-7A072-1]

SURVIVAL OF OBLIGATIONS (JAN 2006)

The Parties' rights and obligations which, by their nature, would continue beyond the termination, cancellation, rejection, or expiration of this contract shall survive such termination, cancellation, rejection, or expiration, including, but not limited to, the rights and obligations created by the following clauses: Indemnification - Third Party Claims, Intellectual Property

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Indemnification, and any provisions regarding warranty or audit. [07-7A075-1]

TAXES (JAN 2006)

Any tax the contractor may be required to collect or pay upon the sale, use or delivery of the products shall be paid by the State, and such sums shall be due and payable to the contractor upon acceptance. Any personal property taxes levied after delivery shall be paid by the State. It shall be solely the State's obligation, after payment to contractor, to challenge the applicability of any tax by negotiation with, or action against, the taxing authority. Contractor agrees to refund any tax collected, which is subsequently determined not to be proper and for which a refund has been paid to contractor by the taxing authority. In the event that the contractor fails to pay, or delays in paying, to any taxing authorities, sums paid by the State to contractor, contractor shall be liable to the State for any loss (such as the assessment of additional interest) caused by virtue of this failure or delay. Taxes based on Contractor's net income or assets shall be the sole responsibility of the contractor. [07-7A080-1]

TERMINATION DUE TO UNAVAILABILITY OF FUNDS (JAN 2006)

Payment and performance obligations for succeeding fiscal periods shall be subject to the availability and appropriation of funds therefor. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the contract shall be canceled. In the event of a cancellation pursuant to this paragraph, contractor will be reimbursed the resulting unamortized, reasonably incurred, nonrecurring costs. Contractor will not be reimbursed any costs amortized beyond the initial contract term. [07-7A085-1]

THIRD PARTY BENEFICIARY (JAN 2006)

This Contract is made solely and specifically among and for the benefit of the parties hereto, and their respective successors and assigns, and no other person will have any rights, interest, or claims hereunder or be entitled to any benefits under or on account of this Contract as a third party beneficiary or otherwise. [07-7A090-1]

WAIVER (JAN 2006)

The State does not waive any prior or subsequent breach of the terms of the Contract by making payments on the Contract, by failing to terminate the Contract for lack of performance, or by failing to strictly or promptly insist upon any term of the Contract. Only the Procurement Officer has actual authority to waive any of the State's rights under this Contract. Any waiver must be in writing. [07-7A095-1]

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VII. TERMS AND CONDITIONS -- B. SPECIAL

CHANGES (JAN 2006)

(1) Contract Modification. By a written order, at any time, and without notice to any surety, the Procurement Officer may, subject to all appropriate adjustments, make changes within the general scope of this contract in any one or more of the following:

(a) drawings, designs, or specifications, if the supplies to be furnished are to be specially manufactured for the [State] in accordance therewith;
(b) method of shipment or packing;
(c) place of delivery;
(d) description of services to be performed;
(e) time of performance (i.e., hours of the day, days of the week, etc.); or,
(f) place of performance of the services. Subparagraphs (a) to (c) apply only if supplies are furnished under this contract. Subparagraphs (d) to (f) apply only if services are performed under this contract.

(2) Adjustments of Price or Time for Performance. If any such change increases or decreases the contractor's cost of, or the time required for, performance of any part of the work under this contract, whether or not changed by the order, an adjustment shall be made in the contract price, the delivery schedule, or both, and the contract modified in writing accordingly. Any adjustment in contract price made pursuant to this clause shall be determined in accordance with the Price Adjustment Clause of this contract. Failure of the parties to agree to an adjustment shall not excuse the contractor from proceeding with the contract as changed, provided that the State promptly and duly make such provisional adjustments in payment or time for performance as may be reasonable. By proceeding with the work, the contractor shall not be deemed to have prejudiced any claim for additional compensation, or an extension of time for completion.
(3) Time Period for Claim. Within 30 days after receipt of a written contract modification under Paragraph (1) of this clause, unless such period is extended by the Procurement Officer in writing, the contractor shall file notice of intent to assert a claim for an adjustment. Later notification shall not bar the contractor's claim unless the State is prejudiced by the delay in notification.
(4) Claim Barred After Final Payment. No claim by the contractor for an adjustment hereunder shall be allowed if notice is not given prior to final payment under this contract.
[07-7B025-1]

CISG (JAN 2006)

The parties expressly agree that the UN Convention on the International Sale of Goods shall not apply to this agreement.
[07-7B030-1]

DEFAULT (JAN 2006)

(a) (1) The State may, subject to paragraphs (c) and (d) of this clause, by written notice of default to the Contractor, terminate this contract in whole or in part if the Contractor fails to:

(i) Deliver the supplies or to perform the services within the time specified in this contract or any extension;

(ii) Make progress, so as to endanger performance of this contract (but see paragraph (a)(2) of this clause); or

(iii) Perform any of the other material provisions of this contract (but see paragraph (a)(2) of this clause).

(2) The State's right to terminate this contract under subdivisions (a)(1)(ii) and (1)(iii) of this clause, may be exercised if the Contractor does not cure such failure within 10 days (or more if authorized in writing by the Procurement Officer) after receipt of the notice from the Procurement Officer specifying the failure.

(b) If the State terminates this contract in whole or in part, it may acquire, under the terms and in the manner the Procurement Officer considers appropriate, supplies or services similar to those terminated, and the Contractor will be

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liable to the State for any excess costs for those supplies or services. However, the Contractor shall continue the work not terminated.

(c) Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the contract arises from causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include (1) acts of God or of the public enemy, (2) acts of the State in either its sovereign or contractual capacity, (3) fires, (4) floods, (5) epidemics, (6) quarantine restrictions, (7) strikes, (8) freight embargoes, and (9) unusually severe weather. In each instance the failure to perform must be beyond the control and without the fault or negligence of the Contractor.

(d) If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform, unless the subcontracted supplies or services were obtainable from other sources in sufficient time for the Contractor to meet the required delivery schedule.

(e) If this contract is terminated for default, the State may require the Contractor to transfer title and deliver to the State, as directed by the Procurement Officer, any (1) completed supplies, and (2) partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (collectively referred to as "manufacturing materials" in this clause) that the Contractor has specifically produced or acquired for the terminated portion of this contract. Upon direction of the Procurement Officer, the Contractor shall also protect and preserve property in its possession in which the State has an interest.

(f) The State shall pay contract price for completed supplies delivered and accepted. The Contractor and Procurement Officer shall agree on the amount of payment for manufacturing materials delivered and accepted and for the protection and preservation of the property; if the parties fail to agree, the Procurement Officer shall set an amount subject to the Contractor's rights under the Disputes clause. Failure to agree will be a dispute under the Disputes clause. The State may withhold from these amounts any sum the Procurement Officer determines to be necessary to protect the State against loss because of outstanding liens or claims of former lien holders.

(g) If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall, if the contract contains a clause providing for termination for convenience of the State, be the same as if the termination had been issued for the convenience of the State. If, in the foregoing circumstances, this contract does not contain a clause providing for termination for convenience of the State, the contract shall be adjusted to compensate for such termination and the contract modified accordingly subject to the contractor's rights under the Disputes clause.

(h) The rights and remedies of the State in this clause are in addition to any other rights and remedies provided by law or under this contract.[07-7B075-1]

ESTIMATED QUANTITY -- PURCHASES FROM OTHER SOURCES (JAN 2006)

The state may bid separately any unusual requirements or large quantities of supplies covered by this contract. [07-7B090-1]

ESTIMATED QUANTITY -- UNKNOWN (JAN 2006)

The total quantity of purchases of any individual item on the contract is not known. The State does not guarantee that the State will buy any specified item or total amount. The omission of an estimated purchase quantity does not indicate a lack of need but rather a lack of historical information. [07-7B095-1]

INDEMNIFICATION-THIRD PARTY CLAIMS - GENERAL (NOV 2011)

Notwithstanding any limitation in this agreement, and to the fullest extent permitted by law, Contractor shall defend and hold harmless Indemnitees for and against any and all suits or claims of any character (and all related damages, settlement payments, attorneys' fees, costs, expenses, losses or liabilities) by a third party which are attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property arising out of or in connection with the goods or services acquired hereunder or caused in whole or in part by any act or omission of contractor, its subcontractors, their

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employees, workmen, servants, agents, or anyone directly or indirectly employed by them or anyone for whose acts any of them may be liable, regardless of whether or not caused in part by an Indemnitee, and whether or not such claims are made by a third party or an Indemnitee; however, if an Indemnitee's negligent act or omission is subsequently determined to be the sole proximate cause of a suit or claim, the Indemnitee shall not be entitled to indemnification hereunder. Contractor shall be given timely written notice of any suit or claim. Contractor's obligations hereunder are in no way limited by any protection afforded under workers' compensation acts, disability benefits acts, or other employee benefit acts. This clause shall not negate, abridge, or reduce any other rights or obligations of indemnity which would otherwise exist. The obligations of this paragraph shall survive termination, cancelation, or expiration of the parties' agreement. This provision shall be construed fairly and reasonably, neither strongly for nor against either party, and without regard to any clause regarding insurance. As used in this clause, "Indemnitees" means the State of South Carolina, its instrumentalities, agencies, departments, boards, political subdivisions and all their respective officers, agents and employees. [07-7B100-2]

MATERIAL AND WORKMANSHIP (JAN 2006)

Unless otherwise specifically provided in this contract, all equipment, material, and articles incorporated in the work covered by this contract are to be new and of the most suitable grade for the purpose intended. [07-7B120-1]

PRICE ADJUSTMENTS (JAN 2006)

(1) Method of Adjustment. Any adjustment in the contract price made pursuant to a clause in this contract shall be consistent with this Contract and shall be arrived at through whichever one of the following ways is the most valid approximation of the actual cost to the Contractor (including profit, if otherwise allowed):
(a) by agreement on a fixed price adjustment before commencement of the pertinent performance or as soon thereafter as practicable;
(b) by unit prices specified in the Contract or subsequently agreed upon;
(c) by the costs attributable to the event or situation covered by the relevant clause, including profit if otherwise allowed, all as specified in the Contract; or subsequently agreed upon;
(d) in such other manner as the parties may mutually agree; or,
(e) in the absence of agreement by the parties, through a unilateral initial written determination by the Procurement Officer of the costs attributable to the event or situation covered by the clause, including profit if otherwise allowed, all as computed by the Procurement Officer in accordance with generally accepted accounting principles, subject to the provisions of Title 11, Chapter 35, Article 17 of the S.C. Code of Laws.
(2) Submission of Price or Cost Data. Upon request of the Procurement Officer, the contractor shall provide reasonably available factual information to substantiate that the price or cost offered, for any price adjustments is reasonable, consistent with the provisions of Section 11-35-1830.
[07-7B160-1]

PRICE ADJUSTMENTS -- LIMITED BY PPI (JAN 2006)

Upon request and adequate justification, the Procurement Officer may grant a price increase up to, but not to exceed, the unadjusted percent change for the most recent 12 months for which data is available, that is not subject to revision, in the Producer Price Indexes (PPI) for the applicable commodity, as determined by the Procurement Officer. The Bureau of Labor and Statistics publishes this information on the web at www.bls.gov (.) [07-7B180-1]

PRICING DATA -- AUDIT -- INSPECTION (JAN 2006)

[Clause Included Pursuant to Section 11-35-1830, - 2210, & -2220] (a) Cost or Pricing Data. Upon Procurement Officer's request, you shall submit cost or pricing data, as defined by 48 C.F.R. Section 2.101 (2004), prior to either (1) any award to contractor pursuant to 11-35-1530 or 11-35-1560, if the total contract price exceeds $500,000, or (2) execution of a change order or contract modification with contractor which exceeds $100,000. Your price, including profit or fee, shall be adjusted to exclude any significant sums by which the state finds that such price was increased because you furnished cost or pricing data that was inaccurate, incomplete, or not current as of the date agreed upon between parties. (b) Records Retention. You shall maintain your records for three years from the date of final payment, or longer if requested by the chief Procurement Officer. The state may audit your records at reasonable times and places. As used in this subparagraph (b), the term "records" means any books or records that relate to cost or pricing data submitted pursuant to this clause. In addition to the obligation stated in this subparagraph (b), you shall retain all records and allow any audits provided for by 11-35-2220(2). (c) Inspection. At reasonable times, the state may inspect any part of your place of business which is related to performance of the work. (d) Instructions Certification. When you submit data pursuant to subparagraph (a), you shall

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(1) do so in accordance with the instructions appearing in Table 15-2 of 48 C.F.R. Section 15.408 (2004) (adapted as necessary for the state context), and (2) submit a Certificate of Current Cost or Pricing Data, as prescribed by 48 CFR Section 15.406-2(a) (adapted as necessary for the state context). (e) Subcontracts. You shall include the above text of this clause in all of your subcontracts. (f) Nothing in this clause limits any other rights of the state. [07-7B185-1]

PURCHASING CARD (JAN 2006)

Contractor agrees to accept payment by the South Carolina Purchasing Card for no extra charge. The Purchasing Card is issued by Visa. The purchasing card allows state agencies to make authorized purchases from a vendor without the requirement to issue a purchase order. [07-7B200-1]

RELATIONSHIP OF USING GOVERNMENTAL UNITS (JAN 2006)

Each Using Governmental Unit's obligations and liabilities are independent of every other Using Governmental Unit's obligations and liabilities. No Using Governmental Unit shall be responsible for any other Using Governmental Unit's act or failure to act. [07-7B210-1]

SHIPPING / RISK OF LOSS (JAN 2006)

F.O.B. Destination. Destination is the shipping dock of the Using Governmental Units' designated receiving site, or other location, as specified herein. (See Delivery clause) [07-7B220-1]

STATEWIDE TERM CONTRACT (DEC 2015)

(a) With this solicitation, the state seeks to establish a term contract (as defined in Section 11-35-310(35)) available for use by all South Carolina public procurement units (as defined in Section 11-35-4610(5)). Use by state governmental bodies (as defined in Section 11-35-310(18)), which includes most state agencies, is mandatory except under limited circumstances, as provided in Section 11-35-310(35). See clause entitled "Acceptance of Offers 10% Below Price" in Part VII.B. of this solicitation. Use by local public procurement units is optional. Section 11-35-4610 defines local public procurement units to include any political subdivision, or unit thereof, which expends public funds. Section 11-35-310(23) defines the term political subdivision as all counties, municipalities, school districts, public service or special purpose districts.
(b) The State shall be entitled to audit the books and records of you and any subcontractor to the extent that such books and records relate to the performance of the work. Such books and records shall be maintained by the contractor for a period of three years from the date of final payment under the contract and by the subcontractor for a period of three years from the date of final payment under the subcontract, unless a shorter period is otherwise authorized in writing by the Chief Procurement Officer.
(c) As used herein, "additional contract terms" means additional terms not otherwise allowed by the "Purchase Orders" clause. Notwithstanding the "Purchase Orders" clause, a purchase order may include additional contract terms but only if and to the extent necessary (i) to comply with a requirement directly related to the work and imposed on the Using Governmental Unit either by law or as a condition of using state or federal assistance, grant, or contract funds, or (ii) for the Using Governmental Unit to impose organizational, operational, or technical security measures designed to protect the integrity, availability, or confidentiality of the Using Governmental Unit's data. Contractor may decline to honor a purchase order including additional contract terms.
(d) If the contractor is suspended or debarred pursuant to Section 11-35-4220, the State may, without prejudice to any other remedy available to the State, take any one or more of the following actions: (1) order the contractor to not accept any further orders under the contract until the suspension or debarment has been lifted; (2) terminate this contract; (3) order the contractor to not accept any further orders under any other statewide term contract; or (4) terminate the contractor's award of any other statewide term contract.
[07-7B225-3]

STATEWIDE TERM CONTRACT - ACCEPTANCE OF OFFERS 10% BELOW PRICE (NOV 2012)

Pursuant to Section 11-35-310(35), the state may purchase items available on this contract from a third party (an "alternate vendor") if the alternate vendor offers a price that is at least ten percent less than the price established by this contract and, after being offered an opportunity, you decline to meet the alternate vendor's price. With regard to the items acquired, the alternate vendor must agree to be bound by all the terms and conditions of this contract. All acquisition pursuant to this

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clause must be documented by the procurement officer using the attached form. [07-7B227-1]

STATEWIDE TERM CONTRACT -- SCOPE (JAN 2006)

The scope of this contract is limited by the Bidding Schedule / Cost Proposals and by the description included in Part I, Scope of Solicitation. Sales of supplies or services not within the scope of this contract are prohibited. See clause entitled Contract Limitations. [07-7B230-1]

TERM OF CONTRACT -- EFFECTIVE DATE / INITIAL CONTRACT PERIOD (JAN 2006)

The effective date of this contract is the first day of the Maximum Contract Period as specified on the final statement of award. The initial term of this agreement is 1years, 0months, 0days from the effective date. Regardless, this contract expires no later than the last date stated on the final statement of award. [07-7B240-1]

TERM OF CONTRACT -- OPTION TO RENEW (JAN 2015)

(a) At the end of the initial term, and at the end of each renewal term, this contract shall automatically renew for a period of 1year(s), 0month(s), and 0day(s), unless contractor receives notice that the state elects not to renew the contract at least thirty (30) days prior to the date of renewal. Regardless, this contract expires no later than the last date stated on the final statement of award. (b) Contractor acknowledges that, unless excused by Section 11-57-320, if the contractor is on the then-current Iran Divestment Act List as of the date of any contract renewal, the renewal will be void ab initio. [07-7B245-2]

TERM OF CONTRACT -- TERMINATION BY CONTRACTOR (JAN 2006)

Contractor may terminate this contract at the end of the initial term, or any renewal term, by providing the Procurement Officer notice of its election to terminate under this clause at least 90 days prior to the expiration of the then current term. [07-7B250-1]

TERMINATION FOR CONVENIENCE -- INDEFINITE DELIVERY / INDEFINITE QUANTITY CONTRACTS (JAN 2006)

Unless the termination so provides, a termination for convenience shall not operate to terminate any purchase orders issued prior to the effective date of termination. [07-7B255-1]

TERMINATION FOR CONVENIENCE (JAN 2006)

(1) Termination. The Procurement Officer may terminate this contract in whole or in part, for the convenience of the State. The Procurement Officer shall give written notice of the termination to the contractor specifying the part of the contract terminated and when termination becomes effective.
(2) Contractor's Obligations. The contractor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination the contractor will stop work to the extent specified. The contractor shall also terminate outstanding orders and subcontracts as they relate to the terminated work. The contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated work. The Procurement Officer may direct the contractor to assign the contractor's right, title, and interest under terminated orders or subcontracts to the State. The contractor must still complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.
(3) Right to Supplies. The Procurement Officer may require the contractor to transfer title and deliver to the State in the manner and to the extent directed by the Procurement Officer: (a) any completed supplies; and (b) such partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (hereinafter called "manufacturing material") as the contractor has specifically produced or specially acquired for the performance of the terminated part of this contract. The contractor shall, upon direction of the Procurement Officer, protect and preserve property in the possession of the contractor in which the State has an interest. If the Procurement Officer does not exercise this right, the contractor shall use best efforts to sell such supplies and manufacturing materials in a accordance with the standards of Uniform Commercial Code Section 2-706. Utilization of this Section in no way implies that the State has breached the contract by exercise of the Termination for Convenience Clause.

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(4) Compensation. (a) The contractor shall submit a termination claim specifying the amounts due because of the termination for convenience together with cost or pricing data required by Section 11-35-1830 bearing on such claim. If the contractor fails to file a termination claim within one year from the effective date of termination, the Procurement Officer may pay the contractor, if at all, an amount set in accordance with Subparagraph (c) of this Paragraph.
(b) The Procurement Officer and the contractor may agree to a settlement and that the settlement does not exceed the total contract price plus settlement costs reduced by payments previously made by the State, the proceeds of any sales of supplies and manufacturing materials under Paragraph (3) of this clause, and the contract price of the work not terminated;
(c) Absent complete agreement under Subparagraph (b) of this Paragraph, the Procurement Officer shall pay the contractor the following amounts, provided payments agreed to under Subparagraph (b) shall not duplicate payments under this Subparagraph:
(i) contract prices for supplies or services accepted under the contract;
(ii) costs reasonably incurred in performing the terminated portion of the work less amounts paid or to be paid for accepted supplies or services;
(iii) reasonable costs of settling and paying claims arising out of the termination of subcontracts or orders pursuant to Paragraph (2) of this clause. These costs must not include costs paid in accordance with Subparagraph (c)(ii) of this paragraph;
(iv) any other reasonable costs that have resulted from the termination. The total sum to be paid the contractor under this Subparagraph shall not exceed the total contract price plus the reasonable settlement costs of the contractor reduced by the amount of payments otherwise made, the proceeds of any sales of supplies and manufacturing materials under Subparagraph (b) of this Paragraph, and the contract price of work not terminated.
(d) Contractor must demonstrate any costs claimed, agreed to, or established under Subparagraphs (b) and (c) of this Paragraph using its standard record keeping system, provided such system is consistent with any applicable Generally Accepted Accounting Principles.
(5) Contractor's failure to include an appropriate termination for convenience clause in any subcontract shall not (i) affect the State's right to require the termination of a subcontract, or (ii) increase the obligation of the State beyond what it would have been if the subcontract had contained an appropriate clause.
[07-7B265-1]

WARRANTY -- STANDARD (JAN 2006)

Contractor must provide the manufacturer's standard written warranty upon delivery of product. Contractor warrants that manufacturer will honor the standard written warranty provided. [07-7B280-1]

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VIII. BIDDING SCHEDULE / PRICE-BUSINESS PROPOSAL

BIDDING SCHEDULE (MODIFIED)

This section is replaced by Attachment A. Instructions on completing Attachment A are located in the first worksheet labeled "Vendor Instructions". The "Attachment A – Bidding Schedule" must be completed for all lots in which you wish to make an offer and should be saved and attached in the online bidding system. Attachment A should be saved and attached as an **Excel** file.

Attachment A must be received and all fields within a single lot must be completed for your offer to be considered responsive. A bid for all lots is not mandatory since award will be by lot.

******The State has established that bidders must offer a greater than or equal, (≥) to discounts 10% for all Equipment, Attachments and Accessories. ******

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IX. ATTACHMENTS TO SOLICITATION

ATTACHMENTS LIST [09-9002-1]

The following documents are attached to this solicitation:

Attachment A – Bidding Schedule (Attached as a separate file)

Attachment B – Important Tax Notice – Nonresidents (Included below)

Attachment C – Offerors Checklist (Included below)

Attachment D – Purchase Order Attachment (Included below)

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ATTACHMENT B

IMPORTANT TAX NOTICE - NONRESIDENTS ONLY

Withholding Requirements for Payments to Nonresidents: Section 12-8-550 of the South Carolina Code of Laws requires persons hiring or contracting with a nonresident conducting a business or performing personal services of a temporary nature within South Carolina to withhold 2% of each payment made to the nonresident. The withholding requirement does not apply to (1) payments on purchase orders for tangible personal property when the payments are not accompanied by services to be performed in South Carolina, (2) nonresidents who are not conducting business in South Carolina, (3) nonresidents for contracts that do not exceed $10,000 in a calendar year, or (4) payments to a nonresident who (a) registers with either the S.C. Department of Revenue or the S.C. Secretary of State and (b) submits a Nonresident Taxpayer Registration Affidavit - Income Tax Withholding, Form I-312 to the person letting the contract.

The withholding requirement applies to every governmental entity that uses a contract ("Using Entity"). Nonresidents should submit a separate copy of the Nonresident Taxpayer Registration Affidavit - Income Tax Withholding, Form I-312 to every Using Entity that makes payment to the nonresident pursuant to this solicitation. Once submitted, an affidavit is valid for all contracts between the nonresident and the Using Entity, unless the Using Entity receives notice from the Department of Revenue that the exemption from withholding has been revoked.

Section 12-8-540 requires persons making payment to a nonresident taxpayer of rentals or royalties at a rate of $1,200.00 or more a year for the use of or for the privilege of using property in South Carolina to withhold 7% of the total of each payment made to a nonresident taxpayer who is not a corporation and 5% if the payment is made to a corporation. Contact the Department of Revenue for any applicable exceptions.

For information about other withholding requirements (e.g., employee withholding), contact the Withholding Section at the South Carolina Department of Revenue at 803-898-5383 or visit the Department's website at: **https://dor.sc.gov**

This notice is for informational purposes only. This agency does not administer and has no authority over tax issues. All registration questions should be directed to the License and Registration Section at 803-898-5872 or to the South Carolina Department of Revenue, Registration Unit, Columbia, S.C. 29214-0140. All withholding questions should be directed to the Withholding Section at 803-896-1420.

PLEASE SEE THE "NONRESIDENT TAXPAYER REGISTRATION AFFIDAVIT INCOME TAX WITHHOLDING" FORM (FORM NUMBER I-312) LOCATED AT: **https://dor.sc.gov**

[09-9005-4]

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ATTACHMENT C

OFFEROR'S CHECKLIST -- AVOID COMMON BID/PROPOSAL MISTAKES

Review this checklist prior to submitting your bid/proposal.
If you fail to follow this checklist, you risk having your bid/proposal rejected.

- Do not include any of your standard contract forms!

- Unless expressly required, do not include any additional boilerplate contract clauses.

- Reread your entire bid/proposal to make sure your bid/proposal does not take exception to any of the state's mandatory requirements.

- Make sure you have properly marked all protected, confidential, or trade secret information in accordance with the instructions entitled: SUBMITTING CONFIDENTIAL INFORMATION. **DO NOT mark your entire bid/proposal as confidential, trade secret, or protected! Do not include a legend on the cover stating that your entire response is not to be released!**

- Have you properly acknowledged all amendments? Instructions regarding how to acknowledge an amendment should appear in all amendments issued.

- Make sure your bid/proposal includes a copy of the solicitation cover page. Make sure the cover page is signed by a person that is authorized to contractually bind your business.

- Make sure your Bid/proposal includes the number of copies requested.

- Check to ensure your Bid/proposal includes everything requested!

- If you have concerns about the solicitation, do not raise those concerns in your response! **After opening, it is too late! If this solicitation includes a pre-bid/proposal conference or a question & answer period, raise your questions as a part of that process!** Please see instructions under the heading "submission of questions" and any provisions regarding pre-bid/proposal conferences.

[09-9010-1]

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ATTACHMENT D

Purchase Order Attachment
Acceptance of Offers 10% Below Statewide Term Contract Price

Instructions: If an agency purchases any item available on the Term Contract identified below from a business (an Alternate Vendor) other than the Term Contract Contractor and the total price of the purchase order exceeds $500, then the procurement officer making the purchase must attach this form to the purchase order issued to the Alternate Vendor. The agency procurement officer must complete the following four blanks: the number and description of the applicable Term Contract, the number of the agency's Purchase Order, and the name of Term Contract Contractor that you offered an opportunity to match.

Term Contract Solicitation No.	Term Contract Description
Term Contract Contractor	Purchase Order No.

Agreement

By signing this document, Alternate Vendor is entering into a contract with the agency named above regarding the items referenced on Purchase Order identified above. Regarding the items acquired with the Purchase Order, Alternate Vendor agrees to be bound by all the terms and conditions of the Term Contract Solicitation identified above. Alternate Vendor has received and read a copy of the Term Contract Solicitation identified above. The Purchase Order may be used to elect only those options expressly allowed in the Term Contract Solicitation. Possible options might include quantity, item, delivery date, and payment method. Any contract resulting from this Purchase Order is limited to the documents identified in the clause entitled Contract Documents & Order of Precedence.

NAME OF ALTERNATE VENDOR (full legal name of business entering this contract)	STATE VENDOR NO. (Register to Obtain S.C. Vendor No. at www.procurement.sc.gov)
AUTHORIZED SIGNATURE (person authorized to enter binding contract on behalf of Alternate Vendor)	TITLE (business title of person signing)
PRINTED NAME (printed name of person signing above)	DATE SIGNED

Certification of Compliance

I certify as follows: (1) every item acquired with the Purchase Order is priced at least ten percent less than the Term Contract price for the same item; (2) the Term Contract Contractor identified above declined to meet the prices stated on the Purchase Order after being offered a reasonable opportunity to meet the price stated on the Purchase Order; and, (3) this purchase complies with Section 11-35-310(35), which is reprinted below.

AUTHORIZED SIGNATURE (procurement officer authorized to issue purchase order and sign certification)	TITLE (business title of person signing)
PRINTED NAME (printed name of person signing above)	DATE SIGNED

Section 11-35-310(35) of the South Carolina Code of Laws reads as follows: ""Term contract" means contracts established by the chief procurement officer for specific supplies, services, or information technology for a specified time and for which it is mandatory that all governmental bodies procure their requirements during its term. As provided in the solicitation, if a public procurement unit is offered the same supplies, services, or information technology at a price that is at least ten percent less than the term contract price, it may purchase from the vendor offering the lower price after first offering the vendor holding the term contract the option to meet the lower price. The solicitation used to establish the term contract must specify contract terms applicable to a purchase from the vendor offering the lower price. If the vendor holding the term contract meets the lower price, then the governmental body shall purchase from the contract vendor. All decisions to purchase from the vendor offering the lower price must be documented by the procurement officer in sufficient detail to satisfy the requirements of an external audit. A term contract may be a multi term contract as provided in Section 11-35-2030."

---------- PURCHASE ORDER ATTACHMENT (APR 2015) ----------

[09-9020-2]

Attachment: APPROVED - SC State Solicitation - Mini Excavator (6120 : Mini Excavator and Compact Track Loader for Wastewater

	State of South Carolina Invitation For Bid **Amendment #1**	Solicitation: Date Issued: Procurement Officer: Phone: E-Mail Address: Mailing Address:	**5400015056** 03/28/2018 ROB MALPASS (803) 737-5769 remalpass@mmo.sc.gov SFAA, Div. of Procurement Services, MMO PO Box 101103 Columbia SC 29211

DESCRIPTION: **GROUNDS MAINTENANCE EQUIPMENT - PHASE II**

USING GOVERNMENTAL UNIT: **Statewide Term Contract**

SUBMIT YOUR OFFER ON-LINE AT THE FOLLOWING URL: http://www.procurement.sc.gov

SUBMIT OFFER BY (Opening Date/Time): **04/13/2018 11:00AM** (See "Deadline For Submission Of Offer" provision)

QUESTIONS MUST BE RECEIVED BY: **04/03/2018 5:00PM** (Questions Limited to Amended Parts Only)

NUMBER OF COPIES TO BE SUBMITTED: **See section IIB – "On-line Bidding Instructions"**

~~CONFERENCE TYPE: **Pre-Bid**~~ ~~DATE & TIME: **03/07/2018 09:00AM**~~ (As appropriate, see "Conferences - Pre-Bid/Proposal" & "Site Visit" provisions)	~~LOCATION: **West Columbia City Hall**~~ ~~**New Brookland Room**~~ ~~**200 N. 12th Street**~~ ~~**West Columbia, SC 29169**~~

AWARD & AMENDMENTS	Award will be posted on **04/23/2018**. The award, this solicitation, any amendments, and any related notices will be posted at the following web address: http://www.procurement.sc.gov

You must submit a signed copy of this form with Your Offer. By signing, You agree to be bound by the terms of the Solicitation. You agree to hold Your Offer open for a minimum of sixty (60) calendar days after the Opening Date. (See "Signing Your Offer" provision.)

NAME OF OFFEROR (full legal name of business submitting the offer)	Any award issued will be issued to, and the contract will be formed with, the entity identified as the Offeror. The entity named as the offeror must be a single and distinct legal entity. Do not use the name of a branch office or a division of a larger entity if the branch or division is not a separate legal entity, i.e., a separate corporation, partnership, sole proprietorship, etc.
AUTHORIZED SIGNATURE (Person must be authorized to submit binding offer to contract on behalf of Offeror.)	DATE SIGNED
TITLE (business title of person signing above)	STATE VENDOR NO. (Register to Obtain S.C. Vendor No. at www.procurement.sc.gov)
PRINTED NAME (printed name of person signing above)	STATE OF INCORPORATION (If you are a corporation, identify the state of incorporation.)

OFFEROR'S TYPE OF ENTITY: (Check one) (See "Signing Your Offer" provision.)

___ Sole Proprietorship ___ Partnership ___ Other_____

___ Corporate entity (not tax-exempt) ___ Corporation (tax-exempt) ___ Government entity (federal, state, or local)

Attachment: Amendment 1 (6120 : Mini Excavator and Compact Track Loader for Wastewater Management)

PAGE TWO

(Return Page Two with Your Offer)

HOME OFFICE ADDRESS (Address for offeror's home office / principal place of business)	NOTICE ADDRESS (Address to which all procurement and contract related notices should be sent.) (See "Notice" clause)
	_____ Area Code - Number - Extension Facsimile _____ E-mail Address

PAYMENT ADDRESS (Address to which payments will be sent.) (See "Payment" clause)	ORDER ADDRESS (Address to which purchase orders will be sent) (See "Purchase Orders and "Contract Documents" clauses)
____Payment Address same as Home Office Address ____Payment Address same as Notice Address **(check only one)**	____Order Address same as Home Office Address ____Order Address same as Notice Address **(check only one)**

ACKNOWLEDGMENT OF AMENDMENTS

Offerors acknowledges receipt of amendments by indicating amendment number and its date of issue. (See "Amendments to Solicitation" Provision)

Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date

DISCOUNT FOR PROMPT PAYMENT (See "Discount for Prompt Payment" clause)	10 Calendar Days (%)	20 Calendar Days (%)	30 Calendar Days (%)	_____Calendar Days (%)

PREFERENCES - A NOTICE TO VENDORS (SEP. 2009):

Preferences do not apply to vehicle procurements per 11-35-1524(E)(2)

PREFERENCES - ADDRESS AND PHONE OF IN-STATE OFFICE:

Preferences do not apply to vehicle procurements per 11-35-1524(E)(2)

____In-State Office Address same as Home Office Address ____In-State Office Address same as Notice Address **(check only one)**

End of PAGE TWO

Attachment: Amendment 1 (6120 : Mini Excavator and Compact Track Loader for Wastewater Management)

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IMPORTANT NOTICE: In order to make the solicitation document easier to read, the state has opted to issue a complete new document. This approach has been selected in an effort to ensure the clarity of the contract documents during both the "Pre-Award" and "Post Award" phases of this procurement. Prospective bidders should discard the original solicitation document and use this document when preparing their on-line bids.

In an effort to assist your review of the amendment, we have endeavored to highlight changes in yellow. To use this feature, offerors will need to view the electronic version of this document.

Despite our best efforts, there is a chance that a change was inadvertently left unhighlighted. Therefore, offerors are cautioned that they are responsible to review the content of the entire document and cannot rely detrimentally on highlights identifying all changes.

Please refer to the Summary of Questions and Answers Page at the end of this solicitation for information pertaining to this amendment.

****

I. SCOPE OF SOLICITATION

ACQUIRE SUPPLIES / EQUIPMENT (MODIFIED)

The purpose of this solicitation is to establish a statewide term contract for the provision of commercial grounds maintenance equipment, accessories and attachments for such equipment to be used by state agencies, political subdivisions, local governments and other using government entities as provided by the South Carolina Consolidated Procurement Code.

Offers (bids) will only be accepted directly from manufacturers or from dealers expressly authorized to bid on behalf of a manufacturer (documentation of expressed authority must be submitted/attached to your bid response). The equipment will be bid through two (2) solicitations and divided into lots, based on categories of related equipment. Each lot will be awarded separately, with one award for each manufacturer's line of equipment, provided the bid meets the responsiveness and responsibility standards described herein. Only offers for commercial grade equipment will be considered. Home/Residential grade equipment will not be considered.

Fossil fuel is the primary power supply for the equipment herein, however, the Offeror can include with their offer alternative power supply equipment (electric, cordless, etc.).

This solicitation will consist of the following five (5) lots:

LOT 1
Transportation and Utility Vehicles typically associated with grounds maintenance, Tracked Carriers w/ Dump Body, 4x2, 4x4~~, Gasoline or Diesel Engines, Electric or Battery Powered~~

LOT 2
Compact Tractors, Wheel Type, ~~Compact,~~ Utility, 4x2, 4x4, ~~Wheel Drive Gasoline or Diesel Engines~~, ~~From 12 PTO to 38.5~~ up to 75 PTO HP

LOT 3
Tractors, Wheel Type, Utility, 2 & 4 Wheel Drive ~~Gasoline or Diesel Engines~~, ~~From 40 PTO~~ up to 75 PTO HP

LOT 4

Attachment: Amendment 1 (6120 : Mini Excavator and Compact Track Loader for Wastewater Management)

Loaders, Skid Steer, Landscape, Compact Loaders, Compact/Mini Excavators, Telescopic Tool Carrier Loaders, Crawler/Dozers, Articulating Loaders, Utility Work Machines, Ditchers, Sweepers-including Ride On, Compact/Mini Crawler Loaders, Compaction Equipment, Vibratory Rollers, Vibratory Plow, Trenchers (Walk Behind & Riding), All Terrain/Rough Terrain Forklifts no larger than 10,000 lbs.

LOT 5

Trailers- Maximum 20 Ton Ramp, Enclosed or Tilt Type, Dump for use w/ ½, ¾ and 1 Ton Pickup Trucks, Skid Steer Loader Trailers, Landscaper Bodies for Cab & Chassis

MAXIMUM CONTRACT PERIOD - ESTIMATED (MODIFIED)

Start date: 05/16/2018 End date: 05/15/2023. Dates provided are estimates only. Any resulting contract will begin on the date specified in the notice of award. See clause entitled "Term of Contract - Effective Date/Initial Contract Period".

This contract is for initial term of one (1) year, with four (4) subsequent one (1) year renewal options. The maximum contract life is five (5) years.

Attachment: Amendment 1 (6120 : Mini Excavator and Compact Track Loader for Wastewater Management)

II. INSTRUCTIONS TO OFFERORS - A. GENERAL INSTRUCTIONS

DEFINITIONS, CAPITALIZATION, AND HEADINGS (DEC 2015)

CLAUSE HEADINGS USED IN THIS SOLICITATION ARE FOR CONVENIENCE ONLY AND SHALL NOT BE USED TO CONSTRUE MEANING OR INTENT. EVEN IF NOT CAPITALIZED, THE FOLLOWING DEFINITIONS ARE APPLICABLE TO ALL PARTS OF THE SOLICITATION, UNLESS EXPRESSLY PROVIDED OTHERWISE.

AMENDMENT means a document issued to supplement the original solicitation document.
AUTHORITY means the State Fiscal Accountability Authority or its successor in interest.
BUSINESS means any corporation, partnership, individual, sole proprietorship, joint stock company, joint venture, or any other legal entity. [11-35-310(3)]
CHANGE ORDER means any written alteration in specifications, delivery point, rate of delivery, period of performance, price, quantity, or other provisions of any contract accomplished by mutual agreement of the parties to the contract. [11-35-310(4)]
CONTRACT See clause entitled Contract Documents & Order of Precedence.
CONTRACT MODIFICATION means a written order signed by the procurement officer, directing the contractor to make changes which the clause of the contract titled "Changes," if included herein, authorizes the Procurement Officer to order without the consent of the contractor. [11-35-310(9)]
CONTRACTOR means the Offeror receiving an award as a result of this solicitation.
COVER PAGE means the top page of the original solicitation on which the solicitation is identified by number. Offerors are cautioned that Amendments may modify information provided on the Cover Page.
OFFER means the bid or proposal submitted in response this solicitation. The terms Bid and Proposal are used interchangeably with the term Offer.
OFFEROR means the single legal entity submitting the offer. The term Bidder is used interchangeably with the term Offeror. See bidding provisions entitled Signing Your Offer and Bid/Proposal As Offer To Contract.
PAGE TWO means the second page of the original solicitation, which is labeled Page Two.
PROCUREMENT OFFICER means the person, or his successor, identified as such on either the Cover Page, an amendment, or an award notice.
YOU and YOUR means Offeror.
SOLICITATION means this document, including all its parts, attachments, and any Amendments.
STATE means the Using Governmental Unit(s) identified on the Cover Page.
SUBCONTRACTOR means any person you contract with to perform or provide any part of the work.
US or WE means the using governmental unit.
USING GOVERNMENTAL UNIT means the unit(s) of government identified as such on the Cover Page. If the Cover Page identifies the Using Governmental Unit as "Statewide Term Contract," the phrase "Using Governmental Unit" means any South Carolina Public Procurement Unit [11-35-4610(5)] that has submitted a Purchase Order to you pursuant to the contract resulting from this solicitation. Reference the clauses titled "Purchase Orders" and "Statewide Term Contract."
WORK means all labor, materials, equipment, services, or property of any type, provided or to be provided by the Contractor to fulfill the Contractor's obligations under the Contract.
[02-2A003-3]

AMENDMENTS TO SOLICITATION (JAN 2004)

(a) The Solicitation may be amended at any time prior to opening. All actual and prospective Offerors should monitor the following web site for the issuance of Amendments: www.procurement.sc.gov (b) Offerors shall acknowledge receipt of any amendment to this solicitation (1) by signing and returning the amendment, (2) by identifying the amendment number and date in the space provided for this purpose on Page Two, (3) by letter, or (4) by submitting a bid that indicates in some way that the bidder received the amendment. (c) If this solicitation is amended, then all terms and conditions which are not modified remain unchanged. [02-2A005-1]

AUTHORIZED AGENT (FEB 2015)

All authority regarding this procurement is vested solely with the responsible Procurement Officer. Unless specifically delegated in writing, the Procurement Officer is the only government official authorized to bind the government with regard to this procurement or the resulting contract. [02-2A007-1]

Attachment: Amendment 1 (6120 : Mini Excavator and Compact Track Loader for Wastewater Management)

AWARD NOTIFICATION (FEB 2015)

Notice regarding any award, cancellation of award, or extension of award will be posted at the location and on the date specified on the Cover Page or, if applicable, any notice of extension of award. Should the contract resulting from this Solicitation have a total or potential value of one hundred thousand dollars or more, such notice will be sent to all Offerors responding to the Solicitation and any award will not be effective until the eleventh day after such notice is given. [02-2A010-2]

BID/PROPOSAL AS OFFER TO CONTRACT (JAN 2004)

By submitting Your Bid or Proposal, You are offering to enter into a contract with the Using Governmental Unit(s). Without further action by either party, a binding contract shall result upon final award. Any award issued will be issued to, and the contract will be formed with, the entity identified as the Offeror on the Cover Page. An Offer may be submitted by only one legal entity; "joint bids" are not allowed. [02-2A015-1]

BID ACCEPTANCE PERIOD (JAN 2004)

In order to withdraw Your Offer after the minimum period specified on the Cover Page, You must notify the Procurement Officer in writing. [02-2A020-1]

BID IN ENGLISH and DOLLARS (JAN 2004)

Offers submitted in response to this solicitation shall be in the English language and in US dollars, unless otherwise permitted by the Solicitation. [02-2A025-1]

AUTHORITY AS PROCUREMENT AGENT (DEC 2015)

The Procurement Officer is an employee of the Authority acting on behalf of the Using Governmental Unit(s) pursuant to the Consolidated Procurement Code. Any contracts awarded as a result of this procurement are between the Contractor and the Using Governmental Units(s). The Authority is not a party to such contracts, unless and to the extent that the Authority is a using governmental unit, and bears no liability for any party's losses arising out of or relating in any way to the contract. [02-2A030-3]

CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (MAY 2008)

GIVING FALSE, MISLEADING, OR INCOMPLETE INFORMATION ON THIS CERTIFICATION MAY RENDER YOU SUBJECT TO PROSECUTION UNDER SECTION 16-9-10 OF THE SOUTH CAROLINA CODE OF LAWS AND OTHER APPLICABLE LAWS.

(a) By submitting an offer, the offeror certifies that-

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to-
(i) Those prices;
(ii) The intention to submit an offer; or
(iii) The methods or factors used to calculate the prices offered.

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer

Attachment: Amendment 1 (6120 : Mini Excavator and Compact Track Loader for Wastewater Management)

for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory-

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this certification; or

(2)(i) Has been authorized, in writing, to act as agent for the offeror's principals in certifying that those principals have not participated, and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this certification [As used in this subdivision (b)(2)(i), the term "principals" means the person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal];

(ii) As an authorized agent, does certify that the principals referenced in subdivision (b)(2)(i) of this certification have not participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this certification; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this certification.

(c) If the offeror deletes or modifies paragraph (a)(2) of this certification, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure. [02-2A032-1]

CERTIFICATION REGARDING DEBARMENT AND OTHER RESPONSIBILITY MATTERS (JAN 2004)

(a) (1) By submitting an Offer, Offeror certifies, to the best of its knowledge and belief, that-

(i) Offeror and/or any of its Principals-

(A) Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any state or federal agency;
(B) Have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and
(C) Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.

(ii) Offeror has not, within a three-year period preceding this offer, had one or more contracts terminated for default by any public (Federal, state, or local) entity.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

(b) Offeror shall provide immediate written notice to the Procurement Officer if, at any time prior to contract award, Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) If Offeror is unable to certify the representations stated in paragraphs (a)(1), Offer must submit a written explanation regarding its inability to make the certification. The certification will be considered in connection with a review of the Offeror's responsibility. Failure of the Offeror to furnish additional information as requested by the Procurement Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

Attachment: Amendment 1 (6120 : Mini Excavator and Compact Track Loader for Wastewater Management)

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly or in bad faith rendered an erroneous certification, in addition to other remedies available to the State, the Procurement Officer may terminate the contract resulting from this solicitation for default.[02-2A035-1]

CODE OF LAWS AVAILABLE (JAN 2006)

The South Carolina Code of Laws, including the Consolidated Procurement Code, is available at:
http://www.scstatehouse.gov/code/statmast.php

The South Carolina Regulations are available at:
http://www.scstatehouse.gov/coderegs/statmast.php
[02-2A040-2]

DISCLOSURE OF CONFLICTS OF INTEREST OR UNFAIR COMPETITIVE ADVANTAGE (FEB 2015)

You warrant and represent that your offer identifies and explains any unfair competitive advantage you may have in competing for the proposed contract and any actual or potential conflicts of interest that may arise from your participation in this competition or your receipt of an award. The two underlying principles are (a) preventing the existence of conflicting roles that might bias a contractor's judgment, and (b) preventing an unfair competitive advantage. If you have an unfair competitive advantage or a conflict of interest, the state may withhold award. Before withholding award on these grounds, an offeror will be notified of the concerns and provided a reasonable opportunity to respond. Efforts to avoid or mitigate such concerns, including restrictions on future activities, may be considered. Without limiting the foregoing, you represent that your offer identifies any services that relate to either this solicitation or the work and that has already been performed by you, a proposed subcontractor, or an affiliated business of either. [02-2A047-2]

DEADLINE FOR SUBMISSION OF OFFER (JAN 2004)

Any offer received after the Procurement Officer of the governmental body or his designee has declared that the time set for opening has arrived, shall be rejected unless the offer has been delivered to the designated purchasing office or the governmental body's mail room which services that purchasing office prior to the opening. [R.19-445.2070(G)] [02-2A050-1]

DRUG FREE WORK PLACE CERTIFICATION (JAN 2004)

By submitting an Offer, Contractor certifies that, if awarded a contract, Contractor will comply with all applicable provisions of The Drug-free Workplace Act, Title 44, Chapter 107 of the South Carolina Code of Laws, as amended. [02-2A065-1]

DUTY TO INQUIRE (FEB 2015)

Offeror, by submitting an Offer, represents that it has read and understands the Solicitation and that its Offer is made in compliance with the Solicitation. Offerors are expected to examine the Solicitation thoroughly and should request an explanation of any ambiguities, discrepancies, errors, omissions, or conflicting statements in the Solicitation. Failure to do so will be at the Offeror's risk. All ambiguities, discrepancies, errors, omissions, or conflicting statements in the Solicitation shall be interpreted to require the better quality or greater quantity of work and/or materials, unless otherwise directed by amendment. Offeror assumes responsibility for any patent ambiguity in the Solicitation that Offeror does not bring to the State's attention. See clause entitled "Questions from Offerors." [02-2A070-2]

ETHICS CERTIFICATE (MAY 2008)

By submitting an offer, the offeror certifies that the offeror has and will comply with, and has not, and will not, induce a person to violate Title 8, Chapter 13 of the South Carolina Code of Laws, as amended (ethics act). The following statutes require special attention: Section 8-13-700, regarding use of official position for financial gain; Section 8-13-705, regarding

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gifts to influence action of public official; Section 8-13-720, regarding offering money for advice or assistance of public official; Sections 8-13-755 and 8-13-760, regarding restrictions on employment by former public official; Section 8-13-775, prohibiting public official with economic interests from acting on contracts; Section 8-13-790, regarding recovery of kickbacks; Section 8-13-1150, regarding statements to be filed by consultants; and Section 8-13-1342, regarding restrictions on contributions by contractor to candidate who participated in awarding of contract. The state may rescind any contract and recover all amounts expended as a result of any action taken in violation of this provision. If contractor participates, directly or indirectly, in the evaluation or award of public contracts, including without limitation, change orders or task orders regarding a public contract, contractor shall, if required by law to file such a statement, provide the statement required by Section 8-13-1150 to the procurement officer at the same time the law requires the statement to be filed. [02-2A075-2]

IRAN DIVESTMENT ACT - CERTIFICATION (DEC 2015)

(a) The Iran Divestment Act List is a list published by the Authority pursuant to Section 11-57-310 that identifies persons engaged in investment activities in Iran. Currently, the list is available at the following URL: http://procurement.sc.gov/PS/PS-iran-divestment.phtm (.) Section 11-57-310 requires the government to provide a person ninety days written notice before he is included on the list. The following representation, which is required by Section 11-57-330(A), is a material inducement for the State to award a contract to you. (b) By signing your Offer, you certify that, as of the date you sign, you are not on the then-current version of the Iran Divestment Act List. (c) You must notify the Procurement Officer immediately if, at any time before posting of a final statement of award, you are added to the Iran Divestment Act List. [02-2A077-2]

OMIT TAXES FROM PRICE (JAN 2004)

Do not include any sales or use taxes in Your price that the State may be required to pay. [02-2A080-1]

OPEN TRADE REPRESENTATION (JUN 2015)

By submitting an Offer, Offeror represents that Offeror is not currently engaged in the boycott of a person or an entity based in or doing business with a jurisdiction with whom South Carolina can enjoy open trade, as defined in SC Code Section 11-35-5300. [02-2A083-1]

PROTESTS (JUN 2006)

Any prospective bidder, offeror, contractor, or subcontractor who is aggrieved in connection with the solicitation of a contract shall protest within fifteen days of the date of issuance of the applicable solicitation document at issue. Any actual bidder, offeror, contractor, or subcontractor who is aggrieved in connection with the intended award or award of a contract shall protest within ten days of the date notification of award is posted in accordance with this code. A protest shall be in writing, shall set forth the grounds of the protest and the relief requested with enough particularity to give notice of the issues to be decided, and must be received by the appropriate Chief Procurement Officer within the time provided. See clause entitled "Protest-CPO". [Section 11-35-4210] [02-2A085-1]

PROHIBITED COMMUNICATIONS AND DONATIONS (FEB 2015)

Violation of these restrictions may result in disqualification of your offer, suspension or debarment, and may constitute a violation of law.

(a) During the period between publication of the solicitation and final award, ***you must not communicate, directly or indirectly, with the Using Governmental Unit or its employees, agents or officials regarding any aspect of this procurement activity,*** unless otherwise approved in writing by the Procurement Officer. All communications must be solely with the Procurement Officer. [R. 19-445.2010]

(b) You are advised to familiarize yourself with Regulation 19-445.2165, which restricts donations to a governmental entity with whom you have or seek to have a contract. ***You represent that your offer discloses any gifts made, directly or through an intermediary, by you or your named subcontractors to or for the benefit of the Using Governmental Unit during the period beginning eighteen months prior to the Opening Date.*** [R. 19-445.2165] [02-2A087-1]

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PUBLIC OPENING (JAN 2004)

Offers will be publicly opened at the date/time and at the location identified on the Cover Page, or last Amendment, whichever is applicable. [02-2A090-1]

QUESTIONS FROM OFFERORS (FEB 2015)

(a) Any prospective offeror desiring an explanation or interpretation of the solicitation, drawings, specifications, etc., must request it in writing. Questions regarding the original solicitation or any amendment must be received by the Procurement Officer no later than five (5) days prior to opening unless an earlier date is stated on the Cover Page. Label any communication regarding your questions with the name of the procurement officer, and the solicitation's title and number. Oral explanations or instructions will not be binding. [See R. 19-445.2042(B)] Any information given a prospective offeror concerning a solicitation will be furnished promptly to all other prospective offerors as an Amendment to the solicitation, if that information is necessary for submitting offers or if the lack of it would be prejudicial to other prospective offerors. See clause entitled "Duty to Inquire." **We will not identify you in our answer to your question.** (b) The State seeks to permit maximum practicable competition. Offerors are urged to advise the Procurement Officer -- as soon as possible -- regarding any aspect of this procurement, including any aspect of the Solicitation that unnecessarily or inappropriately limits full and open competition. [See R. 19-445.2140] [02-2A095-2]

All questions must pertain only to the items that have been modified in this amendment must be submitted in writing and received by the Procurement Officer for this solicitation no later than **April 3, 2018 at 5:00 P.M. (EST)**

REJECTION/CANCELLATION (JAN 2004)

The State may cancel this solicitation in whole or in part. The State may reject any or all proposals in whole or in part. [SC Code Section 11-35-1710 & R.19-445.2065] [02-2A100-1]

RESPONSIVENESS/IMPROPER OFFERS (JUN 2015)

(a) Bid as Specified. Offers for supplies or services other than those specified will not be considered unless authorized by the Solicitation.

(b) Multiple Offers. Offerors may submit more than one Offer, provided that each Offer has significant differences other than price. Each separate Offer must satisfy all Solicitation requirements. If this solicitation is an Invitation for Bids, each separate offer must be submitted as a separate document. If this solicitation is a Request for Proposals, multiple offers may be submitted as one document, provided that you clearly differentiate between each offer and you submit a separate cost proposal for each offer, if applicable.

(c) Responsiveness. Any Offer which fails to conform to the material requirements of the Solicitation may be rejected as nonresponsive. Offers which impose conditions that modify material requirements of the Solicitation may be rejected. If a fixed price is required, an Offer will be rejected if the total possible cost to the State cannot be determined. Offerors will not be given an opportunity to correct any material nonconformity. Any deficiency resulting from a minor informality may be cured or waived at the sole discretion of the Procurement Officer. [R.19-445.2070 and Section 11-35-1520(13)]

(d) Price Reasonableness: Any offer may be rejected if the Procurement Officer determines in writing that it is unreasonable as to price. [R. 19-445.2070].

(e) Unbalanced Bidding. The State may reject an Offer as nonresponsive if the prices bid are materially unbalanced between line items or subline items. A bid is materially unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated in relation to cost for other work, and if there is a reasonable doubt that the bid will result in the lowest overall cost to the State even though it may be the low evaluated bid, or if it is so unbalanced as to be tantamount to allowing an advance payment.

(f) **Do not submit bid samples or descriptive literature unless expressly requested.** Unsolicited bid samples or descriptive literature will not be examined or tested, will not be used to determine responsiveness, and will not be deemed

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to vary any of the provisions of the solicitation. S.C. Code Ann. Reg. 19-445.2077(D). [02-2A105-2]

SIGNING YOUR OFFER (JAN 2004)

Every Offer must be signed by an individual with actual authority to bind the Offeror. (a) If the Offeror is an individual, the Offer must be signed by that individual. If the Offeror is an individual doing business as a firm, the Offer must be submitted in the firm name, signed by the individual, and state that the individual is doing business as a firm. (b) If the Offeror is a partnership, the Offer must be submitted in the partnership name, followed by the words by its Partner, and signed by a general partner. (c) If the Offeror is a corporation, the Offer must be submitted in the corporate name, followed by the signature and title of the person authorized to sign. (d) An Offer may be submitted by a joint venturer involving any combination of individuals, partnerships, or corporations. If the Offeror is a joint venture, the Offer must be submitted in the name of the Joint Venture and signed by every participant in the joint venture in the manner prescribed in paragraphs (a) through (c) above for each type of participant. (e) If an Offer is signed by an agent, other than as stated in subparagraphs (a) through (d) above, the Offer must state that is has been signed by an Agent. Upon request, Offeror must provide proof of the agent's authorization to bind the principal. [02-2A115-1]

STATE OFFICE CLOSINGS (JAN 2004)

If an emergency or unanticipated event interrupts normal government processes so that offers cannot be received at the government office designated for receipt of bids by the exact time specified in the solicitation, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal government processes resume. In lieu of an automatic extension, an Amendment may be issued to reschedule bid opening. If state offices are closed at the time a pre-bid or pre-proposal conference is scheduled, an Amendment will be issued to reschedule the conference. Useful information may be available at:
http://www.scemd.org/planandprepare/disasters/severe-winter-weather [02-2A120-3]

SUBMITTING CONFIDENTIAL INFORMATION (FEB 2015)

(An overview is available at www.procurement.sc.gov) For every document Offeror submits in response to or with regard to this solicitation or request, Offeror must separately mark with the word "CONFIDENTIAL" every page, or portion thereof, that Offeror contends contains information that is exempt from public disclosure because it is either (a) a trade secret as defined in Section 30-4-40(a)(1), or (b) privileged and confidential, as that phrase is used in Section 11-35-410. For every document Offeror submits in response to or with regard to this solicitation or request, Offeror must separately mark with the words "TRADE SECRET" every page, or portion thereof, that Offeror contends contains a trade secret as that term is defined by Section 39-8-20 of the Trade Secrets Act. For every document Offeror submits in response to or with regard to this solicitation or request, Offeror must separately mark with the word "PROTECTED" every page, or portion thereof, that Offeror contends is protected by Section 11-35-1810. All markings must be conspicuous; use color, bold, underlining, or some other method in order to conspicuously distinguish the mark from the other text. Do not mark your entire response (bid, proposal, quote, etc.) as confidential, trade secret, or protected. If your response, or any part thereof, is improperly marked as confidential or trade secret or protected, the State may, in its sole discretion, determine it nonresponsive. If only portions of a page are subject to some protection, do not mark the entire page. By submitting a response to this solicitation or request, Offeror (1) agrees to the public disclosure of every page of every document regarding this solicitation or request that was submitted at any time prior to entering into a contract (including, but not limited to, documents contained in a response, documents submitted to clarify a response, and documents submitted during negotiations), unless the page is conspicuously marked "TRADE SECRET" or "CONFIDENTIAL" or "PROTECTED", (2) agrees that any information not marked, as required by these bidding instructions, as a "Trade Secret" is not a trade secret as defined by the Trade Secrets Act, and (3) agrees that, notwithstanding any claims or markings otherwise, any prices, commissions, discounts, or other financial figures used to determine the award, as well as the final contract amount, are subject to public disclosure. In determining whether to release documents, the State will detrimentally rely on Offeror's marking of documents, as required by these bidding instructions, as being either "Confidential" or "Trade Secret" or "PROTECTED". By submitting a response, Offeror agrees to defend, indemnify and hold harmless the State of South Carolina, its agencies, officers and employees, from every claim, demand, loss, expense, cost, damage or injury, including attorney's fees, arising out of or resulting from withholding information by the State of South Carolina or any of its agencies, that Offeror marked as "confidential" or "trade secret" or "PROTECTED". (All references to S.C. Code of Laws.) [02-2A125-2]

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SUBMITTING A PAPER OFFER OR MODIFICATION (MAR 2015)

Unless specifically instructed otherwise in the solicitation, you should submit your offer or modification in accordance with the clause titled "ON-LINE BIDDING INSTRUCTIONS." Paper offers are discouraged. If you must submit a paper offer or modification the following instructions apply. (a) All prices and notations should be printed in ink or typewritten. Errors should be crossed out, corrections entered and initialed by the person signing the bid. Do not modify the solicitation document itself (including bid schedule). (b) (1) All copies of the offer or modification, and any other documents required to be submitted with the offer shall be enclosed in a sealed, opaque envelope or package. (2) Submit your offer or modification to the address on the Cover Page. (3) The envelope or package must show the time and date specified for opening, the solicitation number, and the name and address of the bidder. If the offer or modification is sent by mail or special delivery service (UPS, Federal Express, etc.), the outermost envelope or wrapper must be labeled "OFFER ENCLOSED" on the face thereof. (c) If you are responding to more than one solicitation, submit each offer in a separate envelope or package. (d) Submit the number of copies indicated on the Cover Page. (e) Facsimile or e-mail offers, modifications, or withdrawals, will not be considered unless authorized by the Solicitation. [02-2A130-2]

TAX CREDIT FOR SUBCONTRACTING WITH DISADVANTAGED SMALL BUSINESSES (JAN 2008)

Pursuant to Section 12-6-3350, a taxpayer having a contract with this State who subcontracts with a socially and economically disadvantaged small business is eligible for an income tax credit equal to four percent of the payments to that subcontractor for work pursuant to the contract. The subcontractor must be certified as a socially and economically disadvantaged small business as defined in Section 11-35-5010 and regulations pursuant to it. The credit is limited to a maximum of fifty thousand dollars annually. A taxpayer is eligible to claim the credit for ten consecutive taxable years beginning with the taxable year in which the first payment is made to the subcontractor that qualifies for the credit. After the above ten consecutive taxable years, the taxpayer is no longer eligible for the credit. A taxpayer claiming the credit shall maintain evidence of work performed for the contract by the subcontractor. The credit may be claimed on Form TC-2, "Minority Business Credit." A copy of the subcontractor's certificate from the Governor's Office of Small and Minority Business (OSMBA) is to be attached to the contractor's income tax return. Questions regarding the tax credit and how to file are to be referred to: SC Department of Revenue, Research and Review, Phone: (803) 898-5786, Fax: (803) 898-5888. Questions regarding subcontractor certification are to be referred to: Governor's Office of Small and Minority Business Assistance, Phone: (803) 734-0657, Fax: (803) 734-2498. [02-2A135-1]

VENDOR REGISTRATION MANDATORY (JAN 2006)

You must have a state vendor number to be eligible to submit an offer. To obtain a state vendor number, visit www.procurement.sc.gov and select New Vendor Registration. (To determine if your business is already registered, go to "Vendor Search"). Upon registration, you will be assigned a state vendor number. Vendors must keep their vendor information current. If you are already registered, you can update your information by selecting Change Vendor Registration. (Please note that vendor registration does not substitute for any obligation to register with the S.C. Secretary of State or S.C. Department of Revenue. You can register with the agencies at http://www.scbos.com/default.htm) [02-2A145-1]

WITHDRAWAL OR CORRECTION OF OFFER (JAN 2004)

Offers may be withdrawn by written notice received at any time before the exact time set for opening. If the Solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for opening. A bid may be withdrawn in person by a bidder or its authorized representative if, before the exact time set for opening, the identity of the person requesting withdrawal is established and the person signs a receipt for the bid. The withdrawal and correction of Offers is governed by S.C. Code Section 11-35-1520 and Regulation 19-445.2085. [02-2A150-1]

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II. INSTRUCTIONS TO OFFERORS -- B. SPECIAL INSTRUCTIONS

CONFERENCE - PRE-BID/PROPOSAL (JAN 2006)

Pre-Bid/Proposal Conference Date and Time: **03/07/2018 09:00AM**
Location of Pre-Bid/Proposal Conference: **West Columbia City Hall**
New Brookland Room
200 N. 12th Street
West Columbia, SC 29169

Due to the importance of all offerors having a clear understanding of the specifications and requirements of this solicitation, a conference of potential offerors will be held on the date specified on the cover page. **Bring a copy of the solicitation with you. Any changes resulting from this conference will be noted in a written amendment to the solicitation**. Your failure to attend will not relieve the Contractor from responsibility for estimating properly the difficulty and cost of successfully performing the work, or for proceeding to successfully perform the work without additional expense to the State. The State assumes no responsibility for any conclusions or interpretations made by the Contractor based on the information made available at the conference. Nor does the State assume responsibility for any understanding reached or representation made concerning conditions which can affect the work by any of its officers or agents before the execution of this contract, unless that understanding or representation is expressly stated in this contract. [02-2B025-1]

This solicitation includes a NON-Mandatory Pre-Bid Conference. While attendance is not required, offerors are strongly encouraged to attend and participate. The purpose of the Pre-Bid is to identify items that are in error, unclear, or unduly restrictive.

All conference attendees should read the solicitation and develop their questions in preparation for the conference. The pace of the conference will NOT afford individuals enough time to complete an initial review of the document during the conference.

CLARIFICATION (NOV 2007)

Pursuant to Section 11-35-1520(8), the Procurement Officer may elect to communicate with you after opening for the purpose of clarifying either your offer or the requirements of the solicitation. Such communications may be conducted only with offerors who have submitted an offer which obviously conforms in all material aspects to the solicitation. Clarification of an offer must be documented in writing and included with the offer. Clarifications may not be used to revise an offer or the solicitation. [Section 11-35-1520(8); R.19-445.2080] [02-2B055-1]

MAIL PICKUP (JAN 2006)

The State Procurement Office picks up all mail from The US Postal Service once daily around 8:30 a.m. (excluding weekends and holidays). See provision entitled Deadline for Submission of Offer. [02-2B080-1]

OFFERING BY LOT (JAN 2006)

Offers may be submitted for one or more complete lots. Failure to offer on all items within a lot will be reason for rejection. [02-2B095-1]

ON-LINE BIDDING INSTRUCTIONS (MODIFIED)

(a) Mandatory Registration. You must register before you can submit an offer on line! See clause entitled "VENDOR REGISTRATION MANDATORY."
(b) Steps for On-Line Bidding
1 The link provided on the solicitation's Cover Page will take you to our web based on-line bidding system, where you will enter and/or upload your offer.

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2 Follow the general user instructions posted at www.procurement.sc.gov under the heading "Submitting Offers."
3 Confirm your offer has a status of "submitted" by refreshing the "RFx and Auctions" screen.
Only offers with a status of "submitted" have been received by the State.
Offers with a status of "saved" have not been received.
4 Save or print a copy of your offer using the "Print Preview" button after your offer has been submitted.
5 **Any problems with uploading your document please call the SCEIS help desk (803) 896 – 0001. Please do not call the Procurement Officer, as the SCEIS help desk is the place to help you**.
[02-2B105-2]

PROTEST - CPO - MMO ADDRESS (JUN 2006)

Any protest must be addressed to the Chief Procurement Officer, Materials Management Office, and submitted in writing
(a) by email to: protest-mmo@mmo.state.sc.us, or
(b) by post or delivery to: 1201 Main Street, Suite 600, Columbia, SC 29201. [02-2B122-1]

UNIT PRICES REQUIRED (JAN 2006)

Unit price to be shown for each item. [02-2B170-1]

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III. SCOPE OF WORK/SPECIFICATIONS

Commercial Grounds Maintenance Equipment Phase II

Offerors Relationship with Manufacturer:

Bids will only be accepted from Manufacturers or Dealers expressly authorized to bid on behalf of a Manufacturer (documentation of expressed authority must be submitted with your bid). In the case of a Dealer bidding on behalf of a Manufacturer, the offeror (bidder) MUST clearly indicate on the Cover Page of the solicitation that the Dealer is bidding "In Care Of" a certain Manufacturer. Such bids must be accompanied by a letter from the Manufacturer on its letterhead stating that said Dealer is authorized to bid on behalf of the Manufacturer. **The Offeror dealers bidding on behalf of manufacturers incur the contractual obligations intended for the manufactures must be able to provide goods and services for the entire State.**

DEALERS:

Offers may include a list of local Dealers/Distributors that will service certain geographical areas on behalf of the Manufacturer. These Dealers/Distributors must be in good standing with the State, and will be held by the Contractors (Manufacturers) to the same performance standards as the awarded Contractors. It must be clear that the Contractor will be held responsible by the State for ALL aspects of contract performance. The Dealers/Distributors are responsible to the Contractor. The State will not be entangled in the Contractor – Dealer/Distributor relationship.

NOTE:
The listing of a Dealer/Distributor is an administrative matter. Changes in the Contractor's Dealer/Distributor list(s) will not require a Change Order document. The two (2) contractual requirements supported by the Dealer/Distributor list(s) that must be maintained by the Contractor throughout the life of the contract are:

1. **Complete and continuous distribution coverage of the entire State.**
2. **All named Dealer/Distributors must be in good standing with the State and be a registered vendor with the State.**

** Contractors are permitted to set up distribution networks to ensure quality and timely service to all areas of the state. So while the contractors listed herein serve as the sole point of contact for ordering and payment purposes, local representatives may perform other service functions such as delivery or maintenance services. Changes to the dealer/distributor networks are an administrative matter, not a contractual matter, and thus will not require express authorization of MMO or the State if changes must be made. However, dealers and distributors are held to the same performance and responsibility standards as the contractors. Should performance issues arise pertaining to a dealer/distributor acting as an agent of the contractor, the contractor is responsible for handling such issues and will act as the sole point of contact in resolving these problems.**

SEE BIDDING SCHEDULE

See Bidding Schedule which is Attachment A to this solicitation. [03-3005-1]

DELIVERY/PERFORMANCE LOCATION -- PURCHASE ORDER (JAN 2006)

After award, all deliveries shall be made and all services provided to the location specified by the Using Governmental Unit in its purchase order. [03-3015-1]

DELIVERY DATE -- DAYS ARO (MODIFIED)

All items shall be delivered within the number of days after receipt of purchase order (days ARO) listed on the bid schedule (Attachment A) for the awarded item(s).

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DELIVERY INSTRUCTIONS:

All items shall be delivered FOB Destination. The term FOB Destination shall mean delivered and unloaded onto Receiving Dock of any State agency and, when applicable, any public procurement unit within the State of South Carolina ~~will~~ with all charges for transportation, packaging and unloading PREPAID by the Contractor.

~~All accessories or attachments with a value of less than $100 shall be shipped **FOB Prepaid** and added to the Invoice.~~

Contractors may invoice end using entities for transportation, packaging and unloading charges as a pass through cost **without** markup. Contractors must communicate any additional charge to the end using entity and the parties must mutually agree to any additional charges **prior** to order acceptance by the contractor. Contractors must include these additional charges only as a separate line item on the invoice. No additional fees of any kind shall be allowed after order acceptance by the contractor. Upon request, contractors must provide backup documentation supporting any additional charge. If backup information for an invoiced fee is not provided in a timely manner, the State or end using entity may reject said fee without payment.

~~All~~ 2-Cycle equipment ~~shall~~ may be **delivered ~~FOB Destination.~~** unassembled in the Manufacturer's carton to be assembled by the user/purchaser.

All 4-Cycle equipment shall be delivered ~~**FOB Destination,**~~ assembled, serviced, oiled and ready for immediate use.

INSTALLATION:

The installation of items such as Attachments and Accessories that need to be installed by the contractor prior to delivery may be invoiced to the end using entity as a separate line time on the invoice at **contractor cost plus no more than ten percent (10%)**.

Contractors must communicate any additional charge to the end using entity and the parties must mutually agree to any additional charges **prior** to order acceptance by the contractor. Contractors must include these additional charges only as a separate line item on the invoice. No additional fees of any kind shall be allowed after order acceptance by the contractor. Upon request, contractors must provide backup documentation supporting any additional charge. If backup information for an invoiced fee is not provided in a timely manner, the State or end using entity may reject said fee without payment.

Any fees for any other reason than transportation, packaging, unloading and installation shall be included in the offeror's "Percent Discount" entered in Attachment A Revised.

QUALITY -- NEW (JAN 2006)

All items must be new. [03-3060-1]

QUALITY STANDARDS AND ANSI:

Commercial Grounds Maintenance Equipment furnished under these specifications shall be the Manufacturer's current standard commercial production. Equipment manufactured for home or residential use will not be considered. All accessories and attachments that is/are normally furnished with the standard product offered commercially shall be furnished with each piece of equipment.

The following standards are in effect on the date of the Invitation for Bid and as a part of these specifications:

1. **American National Standards Institute, Inc., ANSI/OPEI B71.1 - Turf Care Equipment – Power Lawn Mowers, Lawn & Garden Tractors and Lawn Tractors.**

2. **American National Standards Institute, Inc., ANSI/OPEI B71.4 - Safety Specifications for Commercial Turf Care Equipment.**

3. **Throughout the life of the contract the then current version of specification standard (ANSI B71.1 and ANSI/OPEI B71.4) is in effect. Therefore, when the standard changes, the resulting contract automatically changes to reflect the changes in the standards.**

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MAINTENANCE/OPERATIONAL INSTRUCTIONS:

The Contractor(s) shall furnish one (1) copy of complete instructions for maintenance and operation and one (1) copy of a complete Replacement Parts list for each piece of equipment delivered. The Contractor shall also furnish one (1) copy of the Manufacturer's Current Price Parts List. These may be furnished in electronic versions.

TRAINING (JAN 2006)

Upon request, contractor shall demonstrate equipment within 30 days after delivery. [03-3080-1]

ADMINISTRATIVE SERVICES FEE - COLLECTION AND REPORTING (JUN 2015)

(a) Procurement Services (PS) establishes and maintains master State contracts for the benefit of all South Carolina state and local public entities. These contracts allow all public entities both to maximize the State's purchasing power by aggregating their requirements and to benefit from increased efficiencies in the acquisition process. Procurement Services' cost for this central purchasing activity is offset by an administrative fee which each contractor includes in its contract pricing (though not separately itemized or invoiced) and is paid to the vendor by each participating public entity. The contractor collects the fee as a fiduciary for the State and remits the same as calculated in accordance with the clause titled "ADMINISTRATIVE SERVICES FEE - CALCULATION." The price stated in the contractor's bid or proposal must include all amounts necessary for contractor to meet this obligation.

(b) As used in this clause, the term "reporting period" means each full calendar quarter (Jan. - Mar., Apr. - Jun., Jul. - Sep., and Oct. - Dec.) and any remaining periods less than a full calendar quarter during the term of this contract. For each reporting period, contractor shall report to PS its total sales pursuant to this contract for the period and shall remit the fee to the PS Reports Manager. Payment for each reporting period is due no later than the last day of the month immediately following the end of the reporting period (Example: payment for the reporting period ending March 31 is due April 30). If the amount due for a reporting period is less than $10.00, no payment is required. The procurement officer will provide contractor an information packet, including a detailed explanation of reporting and payment requirements, within fifteen (15) calendar days following contract award. You may contact the Reports Manager at:

Procurement Services Division
Attn: Reports Manager
1201 Main Street, Suite 600
Columbia, SC 29201

Phone: (803) 737-0600 (ask to speak to the Reports Manager)

Failure to receive the information packet does not relieve contractor from its obligations hereunder.

(c) Contractor shall submit a usage report for each reporting period, even if no payment is due for the reporting period. The usage report shall include any information requested by PS to verify the amount due. At a minimum, each usage report shall reflect the following information for the applicable reporting period: contractor's name, contract number, contract description, reporting period/quarter, total dollar value of sales (excluding sales taxes and showing any adjustments for credits or refunds), total number of units (if practicable), and the number, date, and amount of contractor's check to PS. Unless otherwise specified by the reports manager, the usage report shall be submitted electronically according to instructions in the information packet. If the reports manager requires the contractor to provide a more detailed usage report, the reports manager will work directly with the contractor to determine the appropriate content and format of the report.

(d) During the term of this contract and for a period of three years thereafter, PS or its authorized representatives shall be afforded access at reasonable times to contractor's records (including, without limitation, bank statements, deposits, checks; invoices; correspondence; ledgers; receipts; transmittals) in order to audit all transactions involving goods sold, work performed, or fees due pursuant to this contract. If the audit indicates that contractor has materially underpaid PS, then contractor shall remit the balance found to be due (including any amounts assessed pursuant to subparagraph (e)) and reimburse PS for all costs of the audit.

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(e) Payments of the fee which are due and unpaid by the contractor (including amounts disclosed by audit) shall accrue interest as provided in the Payment and Interest clause for amounts due to the State. In addition to the fee and interest, contractor agrees to pay to PS its reasonable expenses of collection, including costs and attorneys' fees (and fees for inside counsel), whether or not PS commences legal action.

(f) If the contractor fails to (i) timely submit accurate usage reports; (ii) remit to PS the fee when due; or (iii) promptly and fully cooperate with an audit request, the State may, without prejudice to any other remedy available to the State, take any one or more of the following actions:

(1) direct the contractor to not accept any further orders under the contract until PS determines that the cause for such direction has been eliminated;

(2) terminate this contract;

(3) direct the contractor to not accept any further orders under any other master State contract established by PS until PS determines that the cause for such direction has been eliminated.

(g) For purposes of this clause, PS is intended as a third-party beneficiary of this contract.
[03-3090-3]

ADMINISTRATIVE SERVICES FEE - CALCULATION - SPO (MODIFIED)

For each reporting period, Contractor shall pay to PS a **fee equal to one (1%) percent of the total dollar** amount (excluding sales taxes and adjusted for credits or refunds) of purchases made by any public procurement unit from Contractor pursuant to this contract.

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IV. INFORMATION FOR OFFERORS TO SUBMIT

INFORMATION FOR OFFERORS TO SUBMIT -- GENERAL (MAR 2015)

You shall submit a signed Cover Page and Page Two. If you submit your offer electronically, you must upload an image of a signed Cover Page and Page Two. Your offer should include all other information and documents requested in this part and in parts II.B. Special Instructions; III. Scope of Work; V. Qualifications; VIII. Bidding Schedule/Price Proposal; and any appropriate attachments addressed in Part IX. Attachments to Solicitations. You should submit a summary of all insurance policies you have or plan to acquire to comply with the insurance requirements stated herein, if any, including policy types; coverage types; limits, sub-limits, and deductibles for each policy and coverage type; the carrier's A.M. Best rating; and whether the policy is written on an occurrence or claims-made basis. [04-4010-2]

In the case of a Dealer/Distributor bidding on a Manufacturer's behalf, the Offeror MUST clearly indicate on the Cover Page of this solicitation that it is bidding "In Care Of" a certain Manufacturer.

Such bids MUST be accompanied by a letter from the Manufacturer on its letterhead stating that said Dealer/Distributor is authorized to bid on behalf of the Manufacturer. (See Attachment A)

Note: **If this letter is NOT submitted WITH the bid, the bid may be deemed NON RESPONSIVE**.

"Attachment A Revised" must be received and all fields within a single lot must be completed for your offer to be considered responsive. A bid for all lots is not mandatory since award will be by lot.

~~**EVALUATION/AWARD**~~ **(Relocated to Section VI.)**

~~Offers are to include the Manufacturer's FULL lines/series of Commercial grounds Maintenance Equipment as defined within the categories in the Bidding Schedule. The Price List to be considered shall be the Manufacturer's published Government Price List. In the event the Manufacturer does not publish a Government Price List, its published Commercial Price List will be acceptable. No other Price List will be acceptable and any Bids that do not comply with the above will be rejected.~~

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MINORITY PARTICIPATION (DEC 2015)

Is the bidder a South Carolina Certified Minority Business? [ ] Yes [ ] No

Is the bidder a Minority Business certified by another governmental entity? [ ] Yes [ ] No

If so, please list the certifying governmental entity: _____

Will any of the work under this contract be performed by a SC certified Minority Business as a subcontractor? [ ] Yes [ ] No

If so, what percentage of the total value of the contract will be performed by a SC certified Minority Business as a subcontractor? _____

Will any of the work under this contract be performed by a minority business certified by another governmental entity as a subcontractor? [ ] Yes [ ] No

If so, what percentage of the total value of the contract will be performed by a minority business certified by another governmental entity as a subcontractor? _____

If a certified Minority Business is participating in this contract, please indicate all categories for which the Business is certified:

[ ] Traditional minority
[ ] Traditional minority, but female
[ ] Women (Caucasian females)
[ ] Hispanic minorities
[ ] DOT referral (Traditional minority)
[ ] DOT referral (Caucasian female)
[ ] Temporary certification
[ ] SBA 8 (a) certification referral
[ ] Other minorities (Native American, Asian, etc.)

(If more than one minority contractor will be utilized in the performance of this contract, please provide the information above for each minority business.)

The Department of Administration, Division of Small and Minority Business Contracting and Certification, publishes a list of certified minority firms. The Minority Business Directory is available at the following URL:
http://osmba.sc.gov/directory.html
[04-4015-3]

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V. QUALIFICATIONS

QUALIFICATIONS OF OFFEROR (MAR 2015)

(1) To be eligible for award, you must have the capability in all respects to perform fully the contract requirements and the integrity and reliability which will assure good faith performance. We may also consider a documented commitment from a satisfactory source that will provide you with a capability. We may consider information from any source at any time prior to award. We may elect to consider (i) key personnel, any predecessor business, and any key personnel of any predecessor business, including any facts arising prior to the date a business was established, and/or (ii) any subcontractor you identify. (2) You must promptly furnish satisfactory evidence of responsibility upon request. Unreasonable failure to supply requested information is grounds for rejection. (3) **Corporate subsidiaries are cautioned that the financial capability of an affiliated or parent company will not be considered in determining financial capability;** however, we may elect to consider any security, e.g., letter of credit, performance bond, parent-company corporate guaranty, that you offer to provide. Instructions and forms to help assure acceptability are posted on procurement.sc.gov, link to "Standard Clauses & Provisions." [05-5005-2]

QUALIFICATIONS -- REQUIRED INFORMATION (MODIFIED)

Upon determination of the apparent lowest responsive Offeror, you may be asked to submit within forty-eight (48) hours the following information or documentation for you and for any subcontractor (at any tier level) that you identify pursuant to the clause titled Subcontractor - Identification. Err on the side of inclusion. You represent that the information provided is complete. (a) The general history and experience of the business in providing work of similar size and scope. (b) Information reflecting the current financial position. Include the most current financial statement and financial statements for the last two fiscal years. If the financial statements have been audited in accordance with the following requirements, provide the audited version of those statements. [Reference Statement of Financial Accounting Concepts No. 5 (FASB, December, 1984), as amended.] (c) A detailed, narrative statement listing the three most recent, comparable contracts (including contact information) which have been performed. For each contract, describe how the supplies or services provided are similar to those requested by this solicitation, and how they differ. (d) A list of every business for which supplies or services substantially similar to those sought with this solicitation have been provided, at any time during the past three years. (e) A list of every South Carolina public body for which supplies or services have been provided at any time during the past three years, if any. (f) List of failed projects, suspensions, debarments, and significant litigation.

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VI. AWARD CRITERIA

AWARD BY LOT (JAN 2006)

Award will be made by complete lot(s). [06-6015-1]

AWARD CRITERIA -- BIDS (MODIFIED)

Award will be made to the lowest responsible and responsive bidder(s) with the highest discount per manufacturer.

Bidders must offer percentage discounts for Equipment, Attachments and Accessories. The percentage discount amount on Attachments ~~and~~ or Accessories may be different from the percentage discount on Equipment in the same lot, but must meet the required minimum discount described herein. For the purposes of this contract, Attachments and Accessories are defined as follows:

Attachments: Items that enhance or contribute to the performance of the piece of Equipment. Examples include, but are not limited to Side Mowers or Generators.

Accessories: Items that are added to Equipment that provide user comfort or aesthetic value, but do not enhance or contribute to performance or functionality. Examples include, but are not limited to, radios, air conditioners, or canopies.

"Attachment A Revised" must be received and all fields within a single lot must be completed for your offer to be considered responsive. A bid for all lots is not mandatory since award will be by lot.

******The State has established that bidders must offer a greater than or equal, (≥) to discounts 10% for all Equipment, Attachments and Accessories. ******

EVALUATION/AWARD

Offers are to include the Manufacturer's FULL lines/series of Commercial grounds Maintenance Equipment as defined within the categories in the Bidding Schedule. The Price List to be considered shall be the Manufacturer's published Government Price List. In the event the Manufacturer does not publish a Government Price List, its published Commercial Price List will be acceptable. No other Price List will be acceptable and any Bids that do not comply with the above will be rejected.

Prior to award and upon request, contractor is required to provide its current Price List within forty eight (48) hours to the Procurement Officer listed on the cover page of this document.

Post award, contractor should provide website link to its current Price List that will be maintained and kept up to date at all times by the contractor/manufacturer. Said link will be posted on the state Procurement Services website/contract sheets for easy access by end users. Contractors will honor the published price listed at the time the purchase order is received from the end using entity or at the time the purchase is made if using a Purchasing Card. If contractor cannot provide a website link to its current price list, contractor must provide the current applicable Price List to end using entities upon request. At no time will the state be expected to maintain a Price List for contractors.

AWARD TO MULTIPLE OFFERORS (JAN 2006)

Award may be made to more than one Offeror. [06-6035-1]

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CALCULATING THE HIGHEST DISCOUNT

This is a multiple award contract for any manufacturer and/or dealer offering the highest discount percentage (%) off of the Manufacturer's Established Governmental Pricing Ground Maintenance Equipment, Attachments and Accessories only. However, you are required to provide the requested discounts for Equipment, Attachments and Accessories in the spaces provided. Awards will be made by Lot for each manufacturer's entire line of Equipment, Attachments and Accessories. Each offer must be from the same manufacturer price list in order to determine the lowest responsive, responsible bid(s). ~~Each offeror must provide a copy of the manufacturer's price list and/or any updates and changes in price when they occur over the life of the contract(s) for the Equipment, Attachments and Accessories bid. This information is required before any purchase orders may be issued against any resultant contracts.~~

COMPETITION FROM PUBLIC ENTITIES (JAN 2006)

If a South Carolina governmental entity submits an offer, the Procurement Officer will, when determining the lowest offer, add to the price provided in any offers submitted by non-governmental entities a percentage equivalent to any applicable sales or use tax. S.C. Code Ann. Regs 117-304.1 (Supp. 2004). [06-6057-1]

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VII. TERMS AND CONDITIONS -- A. GENERAL

ASSIGNMENT, NOVATION, AND CHANGE OF NAME, IDENTITY, OR STRUCTURE (FEB 2015)

(a) Contractor shall not assign this contract, or its rights, obligations, or any other interest arising from this contract, or delegate any of its performance obligations, without the express written consent of the responsible procurement officer. The foregoing restriction does not apply to a transfer that occurs by operation of law (e.g., bankruptcy; corporate reorganizations and consolidations, but not including partial asset sales). Notwithstanding the foregoing, contractor may assign monies receivable under the contract provided that the state shall have no obligation to make payment to an assignee until thirty days after contractor (not the assignee) has provided the responsible procurement officer with (i) proof of the assignment, (ii) the identity (by contract number) of the specific state contract to which the assignment applies, and (iii) the name of the assignee and the exact address or account information to which assigned payments should be made. (b) If contractor amends, modifies, or otherwise changes its name, its identity (including its trade name), or its corporate, partnership or other structure, or its FEIN, contractor shall provide the procurement officer prompt written notice of such change. (c) Any name change, transfer, assignment, or novation is subject to the conditions and approval required by Regulation 19-445.2180, which does not restrict transfers by operation of law. [07-7A004-2]

BANKRUPTCY - GENERAL (FEB 2015)

(a) Notice. In the event the Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish written notification of the bankruptcy to the Using Governmental Unit. This notification shall be furnished within two (2) days of the initiation of the proceedings relating to the bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of all State contracts against which final payment has not been made. This obligation remains in effect until final payment under this Contract. (b) Termination. This contract is voidable and subject to immediate termination by the State upon the contractor's insolvency, including the filing of proceedings in bankruptcy. [07-7A005-2]

CHOICE-OF-LAW (JAN 2006)

The Agreement, any dispute, claim, or controversy relating to the Agreement, and all the rights and obligations of the parties shall, in all respects, be interpreted, construed, enforced and governed by and under the laws of the State of South Carolina, except its choice of law rules. As used in this paragraph, the term "Agreement" means any transaction or agreement arising out of, relating to, or contemplated by the solicitation. [07-7A010-1]

CONTRACT DOCUMENTS and ORDER OF PRECEDENCE (FEB 2015)

(a) Any contract resulting from this solicitation shall consist of the following documents: (1) a Record of Negotiations, if any, executed by you and the Procurement Officer, (2) the solicitation, as amended, (3) documentation of clarifications [11-35-1520(8)] or discussions [11-35-1530(6)] of an offer, if applicable, (4) your offer, (5) any statement reflecting the State's final acceptance (a/k/a "award"), and (6) purchase orders. These documents shall be read to be consistent and complimentary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above. (b) The terms and conditions of documents (1) through (5) above shall apply notwithstanding any additional or different terms and conditions in any other document, including without limitation, (i) a purchase order or other instrument submitted by the State, (ii) any invoice or other document submitted by Contractor, or (iii) any privacy policy, terms of use, or end user agreement. Except as otherwise allowed herein, the terms and conditions of all such documents shall be void and of no effect. (c) No contract, license, or other agreement containing contractual terms and conditions will be signed by any Using Governmental Unit. Any document signed or otherwise agreed to by persons other than the Procurement Officer shall be void and of no effect. [07-7A015-2]

DISCOUNT FOR PROMPT PAYMENT (JAN 2006)

(a) Discounts for prompt payment will not be considered in the evaluation of offers. However, any offered discount will form a part of the award, and will be taken if payment is made within the discount period indicated in the offer by the offeror. As an alternative to offering a discount for prompt payment in conjunction with the offer, offerors awarded contracts may include discounts for prompt payment on individual invoices.

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(b) In connection with any discount offered for prompt payment, time shall be computed from the date of the invoice. If the Contractor has not placed a date on the invoice, the due date shall be calculated from the date the designated billing office receives a proper invoice, provided the state annotates such invoice with the date of receipt at the time of receipt. For the purpose of computing the discount earned, payment shall be considered to have been made on the date that appears on the payment check or, for an electronic funds transfer, the specified payment date. When the discount date falls on a Saturday, Sunday, or legal holiday when Federal Government offices are closed and Government business is not expected to be conducted, payment may be made on the following business day.
[07-7A020-1]

DISPUTES (JAN 2006)

(1) Choice-of-Forum. All disputes, claims, or controversies relating to the Agreement shall be resolved exclusively by the appropriate Chief Procurement Officer in accordance with Title 11, Chapter 35, Article 17 of the South Carolina Code of Laws, or in the absence of jurisdiction, only in the Court of Common Pleas for, or a federal court located in, Richland County, State of South Carolina. Contractor agrees that any act by the government regarding the Agreement is not a waiver of either the government's sovereign immunity or the government's immunity under the Eleventh Amendment of the United States Constitution. As used in this paragraph, the term "Agreement" means any transaction or agreement arising out of, relating to, or contemplated by the solicitation. (2) Service of Process. Contractor consents that any papers, notices, or process necessary or proper for the initiation or continuation of any disputes, claims, or controversies relating to the Agreement; for any court action in connection therewith; or for the entry of judgment on any award made, may be served on Contractor by certified mail (return receipt requested) addressed to Contractor at the address provided as the Notice Address on Page Two or by personal service or by any other manner that is permitted by law, in or outside South Carolina. Notice by certified mail is deemed duly given upon deposit in the United States mail. [07-7A025-1]

EQUAL OPPORTUNITY (JAN 2006)

Contractor is referred to and shall comply with all applicable provisions, if any, of Title 41, Part 60 of the Code of Federal Regulations, including but not limited to Sections 60-1.4, 60-4.2, 60-4.3, 60-250.5(a), and 60-741.5(a), which are hereby incorporated by reference. [07-7A030-1]

FALSE CLAIMS (JAN 2006)

According to the S.C. Code of Laws Section 16-13-240, "a person who by false pretense or representation obtains the signature of a person to a written instrument or obtains from another person any chattel, money, valuable security, or other property, real or personal, with intent to cheat and defraud a person of that property is guilty" of a crime. [07-7A035-1]

FIXED PRICING REQUIRED (JAN 2006)

Any pricing provided by contractor shall include all costs for performing the work associated with that price. Except as otherwise provided in this solicitation, contractor's price shall be fixed for the duration of this contract, including option terms. This clause does not prohibit contractor from offering lower pricing after award. [07-7A040-1]

NO INDEMNITY OR DEFENSE (FEB 2015)

Any term or condition is void to the extent it requires the State to indemnify, defend, or pay attorney's fees to anyone for any reason. [07-7A045-2]

NOTICE (JAN 2006)

(A) After award, any notices shall be in writing and shall be deemed duly given (1) upon actual delivery, if delivery is by hand, (2) upon receipt by the transmitting party of automated confirmation or answer back from the recipient's device if delivery is by telex, telegram, facsimile, or electronic mail, or (3) upon deposit into the United States mail, if postage is prepaid, a return receipt is requested, and either registered or certified mail is used. (B) Notice to contractor shall be to the address identified as the Notice Address on Page Two. Notice to the state shall be to the Procurement Officer's address on

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the Cover Page. Either party may designate a different address for notice by giving notice in accordance with this paragraph. [07-7A050-1]

OPEN TRADE (JUN 2015)

During the contract term, including any renewals or extensions, Contractor will not engage in the boycott of a person or an entity based in or doing business with a jurisdiction with whom South Carolina can enjoy open trade, as defined in SC Code Section 11-35-5300. [07-7A053-1]

PAYMENT and INTEREST (FEB 2015)

(a) The State shall pay the Contractor, after the submission of proper invoices or vouchers, the prices stipulated in this contract for supplies delivered and accepted or services rendered and accepted, less any deductions provided in this contract. Unless otherwise specified herein, including the purchase order, payment shall not be made on partial deliveries accepted by the Government. (b) Unless otherwise provided herein, including the purchase order, payment will be made by check mailed to the payment address on "Page Two." (c) Notwithstanding any other provision, payment shall be made in accordance with S.C. Code Section 11-35-45, or Chapter 6 of Title 29 (real property improvements) when applicable, which provides the Contractor's exclusive means of recovering any type of interest from the Owner. Contractor waives imposition of an interest penalty unless the invoice submitted specifies that the late penalty is applicable. Except as set forth in this paragraph, the State shall not be liable for the payment of interest on any debt or claim arising out of or related to this contract for any reason. (d) Amounts due to the State shall bear interest at the rate of interest established by the South Carolina Comptroller General pursuant to Section 11-35-45 ("an amount not to exceed fifteen percent each year"), as amended, unless otherwise required by Section 29-6-30. (e) Any other basis for interest, including but not limited to general (pre- and post-judgment) or specific interest statutes, including S.C. Code Ann. Section 34-31-20, are expressly waived by both parties. If a court, despite this agreement and waiver, requires that interest be paid on any debt by either party other than as provided by items (c) and (d) above, the parties further agree that the applicable interest rate for any given calendar year shall be the lowest prime rate as listed in the first edition of the Wall Street Journal published for each year, applied as simple interest without compounding. (f) The State shall have all of its common law, equitable and statutory rights of set-off. [07-7A055-3]

PUBLICITY (JAN 2006)

Contractor shall not publish any comments or quotes by State employees, or include the State in either news releases or a published list of customers, without the prior written approval of the Procurement Officer. [07-7A060-1]

PURCHASE ORDERS (JAN 2006)

Contractor shall not perform any work prior to the receipt of a purchase order from the using governmental unit. The using governmental unit shall order any supplies or services to be furnished under this contract by issuing a purchase order. Purchase orders may be used to elect any options available under this contract, e.g., quantity, item, delivery date, payment method, but are subject to all terms and conditions of this contract. Purchase orders may be electronic. No particular form is required. An order placed pursuant to the purchasing card provision qualifies as a purchase order. [07-7A065-1]

IRAN DIVESTMENT ACT - ONGOING OBLIGATIONS (JAN 2015)

(a) You must notify the procurement officer immediately if, at any time during the contract term, you are added to the Iran Divestment Act List. (b) Consistent with Section 11-57-330(B), you shall not contract with any person to perform a part of the Work, if, at the time you enter into the subcontract, that person is on the then-current version of the Iran Divestment Act List. [07-7A072-1]

SURVIVAL OF OBLIGATIONS (JAN 2006)

The Parties' rights and obligations which, by their nature, would continue beyond the termination, cancellation, rejection, or expiration of this contract shall survive such termination, cancellation, rejection, or expiration, including, but not limited to, the rights and obligations created by the following clauses: Indemnification - Third Party Claims, Intellectual Property

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Indemnification, and any provisions regarding warranty or audit. [07-7A075-1]

TAXES (JAN 2006)

Any tax the contractor may be required to collect or pay upon the sale, use or delivery of the products shall be paid by the State, and such sums shall be due and payable to the contractor upon acceptance. Any personal property taxes levied after delivery shall be paid by the State. It shall be solely the State's obligation, after payment to contractor, to challenge the applicability of any tax by negotiation with, or action against, the taxing authority. Contractor agrees to refund any tax collected, which is subsequently determined not to be proper and for which a refund has been paid to contractor by the taxing authority. In the event that the contractor fails to pay, or delays in paying, to any taxing authorities, sums paid by the State to contractor, contractor shall be liable to the State for any loss (such as the assessment of additional interest) caused by virtue of this failure or delay. Taxes based on Contractor's net income or assets shall be the sole responsibility of the contractor. [07-7A080-1]

TERMINATION DUE TO UNAVAILABILITY OF FUNDS (JAN 2006)

Payment and performance obligations for succeeding fiscal periods shall be subject to the availability and appropriation of funds therefor. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the contract shall be canceled. In the event of a cancellation pursuant to this paragraph, contractor will be reimbursed the resulting unamortized, reasonably incurred, nonrecurring costs. Contractor will not be reimbursed any costs amortized beyond the initial contract term. [07-7A085-1]

THIRD PARTY BENEFICIARY (JAN 2006)

This Contract is made solely and specifically among and for the benefit of the parties hereto, and their respective successors and assigns, and no other person will have any rights, interest, or claims hereunder or be entitled to any benefits under or on account of this Contract as a third party beneficiary or otherwise. [07-7A090-1]

WAIVER (JAN 2006)

The State does not waive any prior or subsequent breach of the terms of the Contract by making payments on the Contract, by failing to terminate the Contract for lack of performance, or by failing to strictly or promptly insist upon any term of the Contract. Only the Procurement Officer has actual authority to waive any of the State's rights under this Contract. Any waiver must be in writing. [07-7A095-1]

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VII. TERMS AND CONDITIONS -- B. SPECIAL

CHANGES (JAN 2006)

(1) Contract Modification. By a written order, at any time, and without notice to any surety, the Procurement Officer may, subject to all appropriate adjustments, make changes within the general scope of this contract in any one or more of the following:

(a) drawings, designs, or specifications, if the supplies to be furnished are to be specially manufactured for the [State] in accordance therewith;
(b) method of shipment or packing;
(c) place of delivery;
(d) description of services to be performed;
(e) time of performance (i.e., hours of the day, days of the week, etc.); or,
(f) place of performance of the services. Subparagraphs (a) to (c) apply only if supplies are furnished under this contract. Subparagraphs (d) to (f) apply only if services are performed under this contract.

(2) Adjustments of Price or Time for Performance. If any such change increases or decreases the contractor's cost of, or the time required for, performance of any part of the work under this contract, whether or not changed by the order, an adjustment shall be made in the contract price, the delivery schedule, or both, and the contract modified in writing accordingly. Any adjustment in contract price made pursuant to this clause shall be determined in accordance with the Price Adjustment Clause of this contract. Failure of the parties to agree to an adjustment shall not excuse the contractor from proceeding with the contract as changed, provided that the State promptly and duly make such provisional adjustments in payment or time for performance as may be reasonable. By proceeding with the work, the contractor shall not be deemed to have prejudiced any claim for additional compensation, or an extension of time for completion.
(3) Time Period for Claim. Within 30 days after receipt of a written contract modification under Paragraph (1) of this clause, unless such period is extended by the Procurement Officer in writing, the contractor shall file notice of intent to assert a claim for an adjustment. Later notification shall not bar the contractor's claim unless the State is prejudiced by the delay in notification.
(4) Claim Barred After Final Payment. No claim by the contractor for an adjustment hereunder shall be allowed if notice is not given prior to final payment under this contract.
[07-7B025-1]

CISG (JAN 2006)

The parties expressly agree that the UN Convention on the International Sale of Goods shall not apply to this agreement.
[07-7B030-1]

DEFAULT (JAN 2006)

(a) (1) The State may, subject to paragraphs (c) and (d) of this clause, by written notice of default to the Contractor, terminate this contract in whole or in part if the Contractor fails to:

(i) Deliver the supplies or to perform the services within the time specified in this contract or any extension;

(ii) Make progress, so as to endanger performance of this contract (but see paragraph (a)(2) of this clause); or

(iii) Perform any of the other material provisions of this contract (but see paragraph (a)(2) of this clause).

(2) The State's right to terminate this contract under subdivisions (a)(1)(ii) and (1)(iii) of this clause, may be exercised if the Contractor does not cure such failure within 10 days (or more if authorized in writing by the Procurement Officer) after receipt of the notice from the Procurement Officer specifying the failure.

(b) If the State terminates this contract in whole or in part, it may acquire, under the terms and in the manner the Procurement Officer considers appropriate, supplies or services similar to those terminated, and the Contractor will be

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liable to the State for any excess costs for those supplies or services. However, the Contractor shall continue the work not terminated.

(c) Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the contract arises from causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include (1) acts of God or of the public enemy, (2) acts of the State in either its sovereign or contractual capacity, (3) fires, (4) floods, (5) epidemics, (6) quarantine restrictions, (7) strikes, (8) freight embargoes, and (9) unusually severe weather. In each instance the failure to perform must be beyond the control and without the fault or negligence of the Contractor.

(d) If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform, unless the subcontracted supplies or services were obtainable from other sources in sufficient time for the Contractor to meet the required delivery schedule.

(e) If this contract is terminated for default, the State may require the Contractor to transfer title and deliver to the State, as directed by the Procurement Officer, any (1) completed supplies, and (2) partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (collectively referred to as "manufacturing materials" in this clause) that the Contractor has specifically produced or acquired for the terminated portion of this contract. Upon direction of the Procurement Officer, the Contractor shall also protect and preserve property in its possession in which the State has an interest.

(f) The State shall pay contract price for completed supplies delivered and accepted. The Contractor and Procurement Officer shall agree on the amount of payment for manufacturing materials delivered and accepted and for the protection and preservation of the property; if the parties fail to agree, the Procurement Officer shall set an amount subject to the Contractor's rights under the Disputes clause. Failure to agree will be a dispute under the Disputes clause. The State may withhold from these amounts any sum the Procurement Officer determines to be necessary to protect the State against loss because of outstanding liens or claims of former lien holders.

(g) If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall, if the contract contains a clause providing for termination for convenience of the State, be the same as if the termination had been issued for the convenience of the State. If, in the foregoing circumstances, this contract does not contain a clause providing for termination for convenience of the State, the contract shall be adjusted to compensate for such termination and the contract modified accordingly subject to the contractor's rights under the Disputes clause.

(h) The rights and remedies of the State in this clause are in addition to any other rights and remedies provided by law or under this contract.[07-7B075-1]

ESTIMATED QUANTITY -- PURCHASES FROM OTHER SOURCES (JAN 2006)

The state may bid separately any unusual requirements or large quantities of supplies covered by this contract. [07-7B090-1]

ESTIMATED QUANTITY -- UNKNOWN (JAN 2006)

The total quantity of purchases of any individual item on the contract is not known. The State does not guarantee that the State will buy any specified item or total amount. The omission of an estimated purchase quantity does not indicate a lack of need but rather a lack of historical information. [07-7B095-1]

INDEMNIFICATION-THIRD PARTY CLAIMS - GENERAL (NOV 2011)

Notwithstanding any limitation in this agreement, and to the fullest extent permitted by law, Contractor shall defend and hold harmless Indemnitees for and against any and all suits or claims of any character (and all related damages, settlement payments, attorneys' fees, costs, expenses, losses or liabilities) by a third party which are attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property arising out of or in connection with the goods or services acquired hereunder or caused in whole or in part by any act or omission of contractor, its subcontractors, their

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employees, workmen, servants, agents, or anyone directly or indirectly employed by them or anyone for whose acts any of them may be liable, regardless of whether or not caused in part by an Indemnitee, and whether or not such claims are made by a third party or an Indemnitee; however, if an Indemnitee's negligent act or omission is subsequently determined to be the sole proximate cause of a suit or claim, the Indemnitee shall not be entitled to indemnification hereunder. Contractor shall be given timely written notice of any suit or claim. Contractor's obligations hereunder are in no way limited by any protection afforded under workers' compensation acts, disability benefits acts, or other employee benefit acts. This clause shall not negate, abridge, or reduce any other rights or obligations of indemnity which would otherwise exist. The obligations of this paragraph shall survive termination, cancelation, or expiration of the parties' agreement. This provision shall be construed fairly and reasonably, neither strongly for nor against either party, and without regard to any clause regarding insurance. As used in this clause, "Indemnitees" means the State of South Carolina, its instrumentalities, agencies, departments, boards, political subdivisions and all their respective officers, agents and employees. [07-7B100-2]

MATERIAL AND WORKMANSHIP (JAN 2006)

Unless otherwise specifically provided in this contract, all equipment, material, and articles incorporated in the work covered by this contract are to be new and of the most suitable grade for the purpose intended. [07-7B120-1]

PRICE ADJUSTMENTS (JAN 2006)

(1) Method of Adjustment. Any adjustment in the contract price made pursuant to a clause in this contract shall be consistent with this Contract and shall be arrived at through whichever one of the following ways is the most valid approximation of the actual cost to the Contractor (including profit, if otherwise allowed):
(a) by agreement on a fixed price adjustment before commencement of the pertinent performance or as soon thereafter as practicable;
(b) by unit prices specified in the Contract or subsequently agreed upon;
(c) by the costs attributable to the event or situation covered by the relevant clause, including profit if otherwise allowed, all as specified in the Contract; or subsequently agreed upon;
(d) in such other manner as the parties may mutually agree; or,
(e) in the absence of agreement by the parties, through a unilateral initial written determination by the Procurement Officer of the costs attributable to the event or situation covered by the clause, including profit if otherwise allowed, all as computed by the Procurement Officer in accordance with generally accepted accounting principles, subject to the provisions of Title 11, Chapter 35, Article 17 of the S.C. Code of Laws.
(2) Submission of Price or Cost Data. Upon request of the Procurement Officer, the contractor shall provide reasonably available factual information to substantiate that the price or cost offered, for any price adjustments is reasonable, consistent with the provisions of Section 11-35-1830.
[07-7B160-1]

~~**PRICE ADJUSTMENTS -- LIMITED BY PPI (JAN 2006)**~~

~~Upon request and adequate justification, the Procurement Officer may grant a price increase up to, but not to exceed, the unadjusted percent change for the most recent 12 months for which data is available, that is not subject to revision, in the Producer Price Indexes (PPI) for the applicable commodity, as determined by the Procurement Officer. The Bureau of Labor and Statistics publishes this information on the web at www.bls.gov (.) [07-7B180-1]~~

PRICING DATA -- AUDIT -- INSPECTION (JAN 2006)

[Clause Included Pursuant to Section 11-35-1830, - 2210, & -2220] (a) Cost or Pricing Data. Upon Procurement Officer's request, you shall submit cost or pricing data, as defined by 48 C.F.R. Section 2.101 (2004), prior to either (1) any award to contractor pursuant to 11-35-1530 or 11-35-1560, if the total contract price exceeds $500,000, or (2) execution of a change order or contract modification with contractor which exceeds $100,000. Your price, including profit or fee, shall be adjusted to exclude any significant sums by which the state finds that such price was increased because you furnished cost or pricing data that was inaccurate, incomplete, or not current as of the date agreed upon between parties. (b) Records Retention. You shall maintain your records for three years from the date of final payment, or longer if requested by the chief Procurement Officer. The state may audit your records at reasonable times and places. As used in this subparagraph (b), the term "records" means any books or records that relate to cost or pricing data submitted pursuant to this clause. In addition to the obligation stated in this subparagraph (b), you shall retain all records and allow any audits provided for by 11-35-2220(2). (c) Inspection. At reasonable times, the state may inspect any part of your place of business which is related to performance of the work. (d) Instructions Certification. When you submit data pursuant to subparagraph (a), you shall

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(1) do so in accordance with the instructions appearing in Table 15-2 of 48 C.F.R. Section 15.408 (2004) (adapted as necessary for the state context), and (2) submit a Certificate of Current Cost or Pricing Data, as prescribed by 48 CFR Section 15.406-2(a) (adapted as necessary for the state context). (e) Subcontracts. You shall include the above text of this clause in all of your subcontracts. (f) Nothing in this clause limits any other rights of the state. [07-7B185-1]

PURCHASING CARD (MODIFIED)

Contractor agrees to accept payment by the South Carolina Purchasing Card for no extra charge for all payments up to two thousand five hundred dollars ($2,500.00). The Purchasing Card is issued by Visa. The purchasing card allows state agencies to make authorized purchases from a vendor without the requirement to issue a purchase order.

RELATIONSHIP OF USING GOVERNMENTAL UNITS (JAN 2006)

Each Using Governmental Unit's obligations and liabilities are independent of every other Using Governmental Unit's obligations and liabilities. No Using Governmental Unit shall be responsible for any other Using Governmental Unit's act or failure to act. [07-7B210-1]

SHIPPING / RISK OF LOSS (JAN 2006)

F.O.B. Destination. Destination is the shipping dock of the Using Governmental Units' designated receiving site, or other location, as specified herein. (See Delivery clause) [07-7B220-1]

STATEWIDE TERM CONTRACT (DEC 2015)

(a) With this solicitation, the state seeks to establish a term contract (as defined in Section 11-35-310(35)) available for use by all South Carolina public procurement units (as defined in Section 11-35-4610(5)). Use by state governmental bodies (as defined in Section 11-35-310(18)), which includes most state agencies, is mandatory except under limited circumstances, as provided in Section 11-35-310(35). See clause entitled "Acceptance of Offers 10% Below Price" in Part VII.B. of this solicitation. Use by local public procurement units is optional. Section 11-35-4610 defines local public procurement units to include any political subdivision, or unit thereof, which expends public funds. Section 11-35-310(23) defines the term political subdivision as all counties, municipalities, school districts, public service or special purpose districts.
(b) The State shall be entitled to audit the books and records of you and any subcontractor to the extent that such books and records relate to the performance of the work. Such books and records shall be maintained by the contractor for a period of three years from the date of final payment under the contract and by the subcontractor for a period of three years from the date of final payment under the subcontract, unless a shorter period is otherwise authorized in writing by the Chief Procurement Officer.
(c) As used herein, "additional contract terms" means additional terms not otherwise allowed by the "Purchase Orders" clause. Notwithstanding the "Purchase Orders" clause, a purchase order may include additional contract terms but only if and to the extent necessary (i) to comply with a requirement directly related to the work and imposed on the Using Governmental Unit either by law or as a condition of using state or federal assistance, grant, or contract funds, or (ii) for the Using Governmental Unit to impose organizational, operational, or technical security measures designed to protect the integrity, availability, or confidentiality of the Using Governmental Unit's data. Contractor may decline to honor a purchase order including additional contract terms.
(d) If the contractor is suspended or debarred pursuant to Section 11-35-4220, the State may, without prejudice to any other remedy available to the State, take any one or more of the following actions: (1) order the contractor to not accept any further orders under the contract until the suspension or debarment has been lifted; (2) terminate this contract; (3) order the contractor to not accept any further orders under any other statewide term contract; or (4) terminate the contractor's award of any other statewide term contract.
[07-7B225-3]

STATEWIDE TERM CONTRACT - ACCEPTANCE OF OFFERS 10% BELOW PRICE (NOV 2012)

Pursuant to Section 11-35-310(35), the state may purchase items available on this contract from a third party (an "alternate vendor") if the alternate vendor offers a price that is at least ten percent less than the price established by this contract and, after being offered an opportunity, you decline to meet the alternate vendor's price. With regard to the items acquired, the alternate vendor must agree to be bound by all the terms and conditions of this contract. All acquisition pursuant to this

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clause must be documented by the procurement officer using the attached form. [07-7B227-1]

STATEWIDE TERM CONTRACT -- SCOPE (JAN 2006)

The scope of this contract is limited by the Bidding Schedule / Cost Proposals and by the description included in Part I, Scope of Solicitation. Sales of supplies or services not within the scope of this contract are prohibited. See clause entitled Contract Limitations. [07-7B230-1]

TERM OF CONTRACT -- EFFECTIVE DATE / INITIAL CONTRACT PERIOD (JAN 2006)

The effective date of this contract is the first day of the Maximum Contract Period as specified on the final statement of award. The initial term of this agreement is 1years, 0months, 0days from the effective date. Regardless, this contract expires no later than the last date stated on the final statement of award. [07-7B240-1]

TERM OF CONTRACT -- OPTION TO RENEW (JAN 2015)

(a) At the end of the initial term, and at the end of each renewal term, this contract shall automatically renew for a period of 1year(s), 0month(s), and 0day(s), unless contractor receives notice that the state elects not to renew the contract at least thirty (30) days prior to the date of renewal. Regardless, this contract expires no later than the last date stated on the final statement of award. (b) Contractor acknowledges that, unless excused by Section 11-57-320, if the contractor is on the then-current Iran Divestment Act List as of the date of any contract renewal, the renewal will be void ab initio. [07-7B245-2]

TERM OF CONTRACT -- TERMINATION BY CONTRACTOR (JAN 2006)

Contractor may terminate this contract at the end of the initial term, or any renewal term, by providing the Procurement Officer notice of its election to terminate under this clause at least 90 days prior to the expiration of the then current term. [07-7B250-1]

TERMINATION FOR CONVENIENCE -- INDEFINITE DELIVERY / INDEFINITE QUANTITY CONTRACTS (JAN 2006)

Unless the termination so provides, a termination for convenience shall not operate to terminate any purchase orders issued prior to the effective date of termination. [07-7B255-1]

TERMINATION FOR CONVENIENCE (JAN 2006)

(1) Termination. The Procurement Officer may terminate this contract in whole or in part, for the convenience of the State. The Procurement Officer shall give written notice of the termination to the contractor specifying the part of the contract terminated and when termination becomes effective.
(2) Contractor's Obligations. The contractor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination the contractor will stop work to the extent specified. The contractor shall also terminate outstanding orders and subcontracts as they relate to the terminated work. The contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated work. The Procurement Officer may direct the contractor to assign the contractor's right, title, and interest under terminated orders or subcontracts to the State. The contractor must still complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.
(3) Right to Supplies. The Procurement Officer may require the contractor to transfer title and deliver to the State in the manner and to the extent directed by the Procurement Officer: (a) any completed supplies; and (b) such partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (hereinafter called "manufacturing material") as the contractor has specifically produced or specially acquired for the performance of the terminated part of this contract. The contractor shall, upon direction of the Procurement Officer, protect and preserve property in the possession of the contractor in which the State has an interest. If the Procurement Officer does not exercise this right, the contractor shall use best efforts to sell such supplies and manufacturing materials in a accordance with the standards of Uniform Commercial Code Section 2-706. Utilization of this Section in no way implies that the State has breached the contract by exercise of the Termination for Convenience Clause.

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(4) Compensation. (a) The contractor shall submit a termination claim specifying the amounts due because of the termination for convenience together with cost or pricing data required by Section 11-35-1830 bearing on such claim. If the contractor fails to file a termination claim within one year from the effective date of termination, the Procurement Officer may pay the contractor, if at all, an amount set in accordance with Subparagraph (c) of this Paragraph.
(b) The Procurement Officer and the contractor may agree to a settlement and that the settlement does not exceed the total contract price plus settlement costs reduced by payments previously made by the State, the proceeds of any sales of supplies and manufacturing materials under Paragraph (3) of this clause, and the contract price of the work not terminated;
(c) Absent complete agreement under Subparagraph (b) of this Paragraph, the Procurement Officer shall pay the contractor the following amounts, provided payments agreed to under Subparagraph (b) shall not duplicate payments under this Subparagraph:
(i) contract prices for supplies or services accepted under the contract;
(ii) costs reasonably incurred in performing the terminated portion of the work less amounts paid or to be paid for accepted supplies or services;
(iii) reasonable costs of settling and paying claims arising out of the termination of subcontracts or orders pursuant to Paragraph (2) of this clause. These costs must not include costs paid in accordance with Subparagraph (c)(ii) of this paragraph;
(iv) any other reasonable costs that have resulted from the termination. The total sum to be paid the contractor under this Subparagraph shall not exceed the total contract price plus the reasonable settlement costs of the contractor reduced by the amount of payments otherwise made, the proceeds of any sales of supplies and manufacturing materials under Subparagraph (b) of this Paragraph, and the contract price of work not terminated.
(d) Contractor must demonstrate any costs claimed, agreed to, or established under Subparagraphs (b) and (c) of this Paragraph using its standard record keeping system, provided such system is consistent with any applicable Generally Accepted Accounting Principles.
(5) Contractor's failure to include an appropriate termination for convenience clause in any subcontract shall not (i) affect the State's right to require the termination of a subcontract, or (ii) increase the obligation of the State beyond what it would have been if the subcontract had contained an appropriate clause.
[07-7B265-1]

WARRANTY -- STANDARD (JAN 2006)

Contractor must provide the manufacturer's standard written warranty upon delivery of product. Contractor warrants that manufacturer will honor the standard written warranty provided. [07-7B280-1]

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VIII. BIDDING SCHEDULE / PRICE-BUSINESS PROPOSAL

BIDDING SCHEDULE (MODIFIED)

This section is replaced by Attachment A. Instructions on completing Attachment A are located in the first worksheet labeled "Vendor Instructions". The "Attachment A – Bidding Schedule" must be completed for all lots in which you wish to make an offer and should be saved and attached in the online bidding system. Attachment A should be saved and attached as an **Excel** file.

Attachment A must be received and all fields within a single lot must be completed for your offer to be considered responsive. A bid for all lots is not mandatory since award will be by lot.

******The State has established that bidders must offer a greater than or equal, (≥) to discounts 10% for all Equipment, Attachments and Accessories. ******

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IX. ATTACHMENTS TO SOLICITATION

ATTACHMENTS LIST [09-9002-1]

The following documents are attached to this solicitation:

Attachment A – Bidding Schedule (Attached as a separate file)

Attachment B – Important Tax Notice – Nonresidents (Included below)

Attachment C – Offerors Checklist (Included below)

Attachment D – Purchase Order Attachment (Included below)

Attachment E – Certification (Included below)

Attachment F – Questions from Offerors (Included below)

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ATTACHMENT B

IMPORTANT TAX NOTICE - NONRESIDENTS ONLY

Withholding Requirements for Payments to Nonresidents: Section 12-8-550 of the South Carolina Code of Laws requires persons hiring or contracting with a nonresident conducting a business or performing personal services of a temporary nature within South Carolina to withhold 2% of each payment made to the nonresident. The withholding requirement does not apply to (1) payments on purchase orders for tangible personal property when the payments are not accompanied by services to be performed in South Carolina, (2) nonresidents who are not conducting business in South Carolina, (3) nonresidents for contracts that do not exceed $10,000 in a calendar year, or (4) payments to a nonresident who (a) registers with either the S.C. Department of Revenue or the S.C. Secretary of State and (b) submits a Nonresident Taxpayer Registration Affidavit - Income Tax Withholding, Form I-312 to the person letting the contract.

The withholding requirement applies to every governmental entity that uses a contract ("Using Entity"). Nonresidents should submit a separate copy of the Nonresident Taxpayer Registration Affidavit - Income Tax Withholding, Form I-312 to every Using Entity that makes payment to the nonresident pursuant to this solicitation. Once submitted, an affidavit is valid for all contracts between the nonresident and the Using Entity, unless the Using Entity receives notice from the Department of Revenue that the exemption from withholding has been revoked.

Section 12-8-540 requires persons making payment to a nonresident taxpayer of rentals or royalties at a rate of $1,200.00 or more a year for the use of or for the privilege of using property in South Carolina to withhold 7% of the total of each payment made to a nonresident taxpayer who is not a corporation and 5% if the payment is made to a corporation. Contact the Department of Revenue for any applicable exceptions.

For information about other withholding requirements (e.g., employee withholding), contact the Withholding Section at the South Carolina Department of Revenue at 803-898-5383 or visit the Department's website at: **https://dor.sc.gov**

This notice is for informational purposes only. This agency does not administer and has no authority over tax issues. All registration questions should be directed to the License and Registration Section at 803-898-5872 or to the South Carolina Department of Revenue, Registration Unit, Columbia, S.C. 29214-0140. All withholding questions should be directed to the Withholding Section at 803-896-1420.

PLEASE SEE THE "NONRESIDENT TAXPAYER REGISTRATION AFFIDAVIT INCOME TAX WITHHOLDING" FORM (FORM NUMBER I-312) LOCATED AT: **https://dor.sc.gov**

[09-9005-4]

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ATTACHMENT C

OFFEROR'S CHECKLIST -- AVOID COMMON BID/PROPOSAL MISTAKES

Review this checklist prior to submitting your bid/proposal.
If you fail to follow this checklist, you risk having your bid/proposal rejected.

- Do not include any of your standard contract forms!

- Unless expressly required, do not include any additional boilerplate contract clauses.

- Reread your entire bid/proposal to make sure your bid/proposal does not take exception to any of the state's mandatory requirements.

- Make sure you have properly marked all protected, confidential, or trade secret information in accordance with the instructions entitled: SUBMITTING CONFIDENTIAL INFORMATION. **DO NOT mark your entire bid/proposal as confidential, trade secret, or protected! Do not include a legend on the cover stating that your entire response is not to be released!**

- Have you properly acknowledged all amendments? Instructions regarding how to acknowledge an amendment should appear in all amendments issued.

- Make sure your bid/proposal includes a copy of the solicitation cover page. Make sure the cover page is signed by a person that is authorized to contractually bind your business.

- Make sure your Bid/proposal includes the number of copies requested.

- Check to ensure your Bid/proposal includes everything requested!

- If you have concerns about the solicitation, do not raise those concerns in your response! **After opening, it is too late! If this solicitation includes a pre-bid/proposal conference or a question & answer period, raise your questions as a part of that process!** Please see instructions under the heading "submission of questions" and any provisions regarding pre-bid/proposal conferences.

[09-9010-1]

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ATTACHMENT D

Purchase Order Attachment
Acceptance of Offers 10% Below Statewide Term Contract Price

Instructions: If an agency purchases any item available on the Term Contract identified below from a business (an Alternate Vendor) other than the Term Contract Contractor and the total price of the purchase order exceeds $500, then the procurement officer making the purchase must attach this form to the purchase order issued to the Alternate Vendor. The agency procurement officer must complete the following four blanks: the number and description of the applicable Term Contract, the number of the agency's Purchase Order, and the name of Term Contract Contractor that you offered an opportunity to match.

Term Contract Solicitation No.	Term Contract Description
Term Contract Contractor	Purchase Order No.

Agreement

By signing this document, Alternate Vendor is entering into a contract with the agency named above regarding the items referenced on Purchase Order identified above. Regarding the items acquired with the Purchase Order, Alternate Vendor agrees to be bound by all the terms and conditions of the Term Contract Solicitation identified above. Alternate Vendor has received and read a copy of the Term Contract Solicitation identified above. The Purchase Order may be used to elect only those options expressly allowed in the Term Contract Solicitation. Possible options might include quantity, item, delivery date, and payment method. Any contract resulting from this Purchase Order is limited to the documents identified in the clause entitled Contract Documents & Order of Precedence.

NAME OF ALTERNATE VENDOR (full legal name of business entering this contract)	STATE VENDOR NO. (Register to Obtain S.C. Vendor No. at www.procurement.sc.gov)
AUTHORIZED SIGNATURE (person authorized to enter binding contract on behalf of Alternate Vendor)	TITLE (business title of person signing)
PRINTED NAME (printed name of person signing above)	DATE SIGNED

Certification of Compliance

I certify as follows: (1) every item acquired with the Purchase Order is priced at least ten percent less than the Term Contract price for the same item; (2) the Term Contract Contractor identified above declined to meet the prices stated on the Purchase Order after being offered a reasonable opportunity to meet the price stated on the Purchase Order; and, (3) this purchase complies with Section 11-35-310(35), which is reprinted below.

AUTHORIZED SIGNATURE (procurement officer authorized to issue purchase order and sign certification)	TITLE (business title of person signing)
PRINTED NAME (printed name of person signing above)	DATE SIGNED

Section 11-35-310(35) of the South Carolina Code of Laws reads as follows: ""Term contract" means contracts established by the chief procurement officer for specific supplies, services, or information technology for a specified time and for which it is mandatory that all governmental bodies procure their requirements during its term. As provided in the solicitation, if a public procurement unit is offered the same supplies, services, or information technology at a price that is at least ten percent less than the term contract price, it may purchase from the vendor offering the lower price after first offering the vendor holding the term contract the option to meet the lower price. The solicitation used to establish the term contract must specify contract terms applicable to a purchase from the vendor offering the lower price. If the vendor holding the term contract meets the lower price, then the governmental body shall purchase from the contract vendor. All decisions to purchase from the vendor offering the lower price must be documented by the procurement officer in sufficient detail to satisfy the requirements of an external audit. A term contract may be a multi term contract as provided in Section 11-35-2030."

---------- PURCHASE ORDER ATTACHMENT (APR 2015) ----------

[09-9020-2]

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ATTACHMENT E

CERTIFICATION

****When a distributor/dealer is submitting an offer on behalf of the manufacturer, the following verbiage must be placed on manufacturer's letterhead, executed by manufacturer's personnel, and included in the offeror's submittal. The manufacturer's personnel executing the letter must have the authority to bind the manufacturer ****

NAME OF MANUFACTURER: _____

ADDRESS: _____
_____
_____

NAME OF OFFEROR: _____

ADDRESS: _____
_____
_____

This serves as notice that the above named offeror is authorized to submit an offer on behalf of the manufacturer to provide the goods and services specified per the terms and conditions of the State's solicitation document throughout the entire State of South Carolina. Full performance includes but is not limited to the following:

- Receive and process all purchase orders from South Carolina Governmental Entities;
- Collect and remit all admin fees due to the Materials Management Office quarterly;
- Submit usage reports associated with the admin fee to the Materials Management Office quarterly.

_____ (Signature of Manufacturer's Representative)

_____ (Printed name of Manufacturer's Representative)

_____ (Title of Manufacturer's Representative)

_____ (Date Signed)

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ATTACHMENT F

Questions from Offerors

1. Can Bids with less than the minimum 10% Discount off Manufacturer MSRP be considered?

   No. The minimum of 10% discount remains

2. Can Bidder pass on/charge Freight from the Manufacturer to the Buyer? It is unreasonable to expect Dealers to absorb $1,000's in Freight/Transport costs AND give @ least a 10%+ Discount off Manufacturer MSRP.

   See “Delivery Instructions” on page 16

3. In regards to items end users order with equipment under the subject solicitation, will the state consider allowing installation to be added as a separate line item during quoting and invoicing?

   See “Installation” on page 16

4. Can Bidder update/submit new Manufacturer Pricing more than 1x per year to account/adjust for Manufacturer Price Increases, ideally @ Bi-Annual or Quarterly intervals?

   See “Evaluation/Award” on page 22

5. Can Bidder restrict Buyers from making payment by credit card? It is unreasonable & unprofitable for Dealers to absorb 1-3% Merchant Fees charged by credit card companies.

   See “Purchasing Card” on page 31

6. On Phase II of Attachment A, can the range of PTO HP be removed from Lot Numbers 2 and 3 to include the ***maximum of 75 PTO HP only***?

   See “Attachment A Revised”

7. Some manufactures will submit a company link for current prices and their catalog with a fixed discount from MSRP per Lot, therefore the Price Adjustments section on page 31 is not needed, can this section be removed from the solicitation?

   The clause “PRICE ADJUSTMENTS -- LIMITED BY PPI” has been removed. See page 30

8. If a new lot is created for Golf and Turf equipment, would the state allow for Utility Vehicles specifically designed for Golf and Turf to be included in the Lot?

   See “Lot 1” in “Section I.” and “Attachment A Revised”

9. Is there a minimum warranty required by the state?

   See “Warranty” on page 33

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10. We would request that “Offering by Lot” clause be changed to offering majority of items within a lot. For example in Lot 1, we do not offer front or rear tine tillers or push type brush cutters but we do offer all other items in Lot 1.

    The clause “Offering by Lot” on page 13 means that a percent discount must be received for all categories within that lot in order for your offer to be responsive. There are a total of three (3) categories for each lot and a response is needed for each of these categories. However, this clause does not mandate that every type of equipment listed in the Attachment A Revised “Item Description” must be available by the manufacturer in order to offer on that lot.

11. Are Delivery Days ARO to be determined by the manufacturer at the time of submission of the solicitation?

    “Attachment A Revised” should be completed with this information.

12. We would like to request if Multiple Unit Discounts (MUD) will be allowed? If so, where can we list them?

    Contractor can always invoice the end using entity for less than contract price. Contractors are encouraged to provide any and all applicable discounts that will result in the least expensive cost to the end user.

Attachment: Amendment 1 (6120 : Mini Excavator and Compact Track Loader for Wastewater Management)

Attachment A - Grounds

Vendor Name:

This worksheet **replaces** the Bidding Schedule typically found in Section VIII of the solicitation ar
rounded to the nearest whole number in each of the "MFG % Discount" fields or **BLUE** cells belo
Estimated Discount" or the **RED** cells below will automatically calculate based on your input. Als
Description" are not available. **A bid is required below for each "MFG % Discount" you wish to**
corresponding lot (in which you wish to make an offer) must also be entered online in order for
file online with your offer.

NOTE: Award will be by lot. Not all lots must be bid upon, however, a bid for each "MFG % Dis
is for evaluation purposes only. The "Estimated Annual Sales" amounts stated below for each
spreadsheet should be saved and attached online as an Excel with your offer.

The "Total Evaluated Estimated Discount" calculated amount below for each lot bid upon, mus

To be eligible to receive an award, all items highlighted in blue below within a single lo

LOT NUMBER	ITEM DESCRIPTION	ARE YOU ENTERING A BID FOR THIS LOT?	DELIVERY DAYS ARO	ESTIMATED ANNUAL SALES
1	Transportation and Utility Vehicles typicall yassociated with grounds maintenance, Tracked Carriers w/ Dump Body, 4x2, 4x4, Gasoline or Diesel Engines, Electric or Battery Powered			$1,500,000.00
2	Compact Tractors, Wheel Type, Utility, 2 & 4 Wheel Drive Gasoline or Diesel Engines, up to 75 PTO HP			$750,000.00

In the next worksheet labeled "Attachment A - Bidding Schedule":

1) Enter your company name here

2) Use the dropdown to indicate if you are offering on each line item

3) Enter the delivery days ARO

4) Enter your percent discount for each corresponding line item in the blue blocks

5) If all items listed in the "Item Description" are not available, list the items that are available h

Attachment: Copy of Attachment A Revised (6120 : Mini Excavator and Compact Track Loader for Wastewater Management)

6) Enter the "Total Evaluated Estimated Discount" for the corresponding lot in the online biddin

All cells other than the green and blue cells are locked. Do not attempt to enter any information in any cell other than the green and blue blocks or attempt to alter the spreadsheet.

Attachment: Copy of Attachment A Revised (6120 : Mini Excavator and Compact Track Loader for Wastewater Management)

Maintenance Equipment - Phase II

ıd is for evaluation purposes only. A response is required for all cells shaded **GREEN** or **BLUE** below. Enter your
ow for any corresponding line item that you wish to make an offer. The "Calculated Estimated Discount" and the
so complete the "Delivery Days ARO" field and be sure to list the items that are available in each lot if all items in
offer upon in order for your offer to be considered. The "Total Evaluated Estimated Discount" amount below f
the online system to accept an offer for that line item. This completed spreadsheet should be saved and attac

scount" (blue cells below) WITHIN A SINGLE LOT must be received for your offer to be considered responsive.
lot is a best guess estimate based on historical usage and is not intended to guarantee future sales amounts.

st also be entered online for each corresponding lot in which you offer upon.

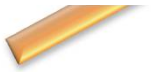
ot must be bid upon.

MFG % DISCOUNT FOR EQUIPMENT	CALCULATED ESTIMATED DISCOUNT FOR EQUIPMENT	MFG % DISCOUNT FOR ATTACHMENTS	CALCULATED ESTIMATED DISCOUNT FOR ATTACHMENTS	MFG % DISCOUNT FOR ACCESSORIES	CALCULATED ESTIMATED DISCOUNT FOR ACCESSORIES
	$0.00		$0.00		$0.00
	$0.00		$0.00		$0.00

ıere.

Attachment: Copy of Attachment A Revised (6120 : Mini Excavator and Compact Track Loader for Wastewater Management)

g system.



Attachment: Copy of Attachment A Revised (6120 : Mini Excavator and Compact Track Loader for Wastewater Management)

percent discount
"Total Evaluated
the "Item
for each
:hed as an Excel

This spreadsheet
This completed

TOTAL EVALUATED ESTIMATED DISCOUNT	IF ALL ITEMS IN THE "ITEM DESCRIPTION" ARE NOT AVAILABLE, LIST ALL ITEMS THAT ARE AVAILABLE HERE
$0.00	
$0.00	

Attachment: Copy of Attachment A Revised (6120 : Mini Excavator and Compact Track Loader for Wastewater Management)

STATE OF SOUTH CAROLINA
SFAA, DIV. OF PROCUREMENT SERVICES, MMO
1201 MAIN STREET, SUITE 600
COLUMBIA SC 29201

Intent to Award
Posting Date: May 21, 2018

Solicitation: **5400015056**
Description: **GROUNDS MAINTENANCE EQUIPMENT - PHASE II**
Agency: **Statewide Term Contract**

The State intends to award contract(s) noted below. Unless otherwise suspended or canceled, this document becomes the final Statement of Award effective **08:00AM, June 1, 2018.** Unless otherwise provided in the solicitation, the final statement of award serves as acceptance of your offer.

Contractor should not perform work on or incur any costs associated with the contract prior to the effective date of the contract. Contractor should not perform any work prior to the receipt of a purchase order from the using governmental unit. The State assumes no liability for any expenses incurred prior to the effective date of the contract and issuance of a purchase order.

OFFERS FOR ITEMS, **Hustler Turf, Carolina Agri-Power and CNH Industrial America - New Holland**, AT PRICES LOWER THAN THAT OF AWARD ARE NON-RESPONSIVE AS THEY DID NOT MEET THE SOLICITATION REQUIREMENTS.

Any actual bidder, offeror, contractor, or subcontractor who is aggrieved in connection with the intended award or award of a contract shall protest within ten days of the date notification of award is posted in accordance with this code. A protest shall be in writing, shall set forth the grounds of the protest and the relief requested with enough particularity to give notice of the issues to be decided, and must be received by the appropriate Chief Procurement Officer within the time provided. [Section 11-35- 4210]

PROTEST - CPO ADDRESS - MMO: Any protest must be addressed to the Chief Procurement Officer, Materials Management Office, and submitted in writing
(a) by email to protest-mmo@mmo.sc.gov , or
(b) by post or delivery to 1201 Main Street, Suite 600, Columbia, SC 29201.

Contract Number: 4400018720
Awarded To: ATMAX EQUIPMENT CO (7000156282)
3520 COUNTY ROAD 579
WIMAUMA FL 33598

Total Potential Value: $ 3,500,000.00
Maximum Contract Period: June 01, 2018 through May 31, 2023

Item	Description	Total Evaluated Estimated Discount
4	LOT 4 - GROUNDS MAINTENANCE EQUIPMENT - PHASE II	$ 1,050,000.00

Attachment: Intent to Award Mni Excavator (6120 : Mini Excavator and Compact Track Loader for Wastewater Management)

Contract Number: 4400018718
Awarded To: BLANCHARD MACHINERY COMPANY (7000052564)
P.O. Box 7517
COLUMBIA SC 29202
(CATERPILLAR)

Total Potential Value: $ 3,500,000.00
Maximum Contract Period: June 01, 2018 through May 31, 2023

Item	Description	Total Evaluated Estimated Discount
4	LOT 4 - GROUNDS MAINTENANCE EQUIPMENT - PHASE II	$ 1,925,000.00

Contract Number: 4400018732
Awarded To: BLANCHARD MACHINERY COMPANY (7000052564)
P.O. Box 7517
COLUMBIA SC 29202
(TOWMASTER)

Total Potential Value: $ 1,700,000.00
Maximum Contract Period: June 01, 2018 through May 31, 2023

Item	Description	Total Evaluated Estimated Discount
5	LOT 5 - GROUNDS MAINTENANCE EQUIPMENT - PHASE II	$ 510,000.00

Contract Number: 4400018713
Awarded To: CLUB CAR LLC (7000035444)
P.O. Box 204658
AUGUSTA GA 30917

Total Potential Value: $ 1,500,000.00
Maximum Contract Period: June 01, 2018 through May 31, 2023

Item	Description	Total Evaluated Estimated Discount
1	LOT 1 - GROUNDS MAINTENANCE EQUIPMENT - PHASE II	$ 765,000.00

Attachment: Intent to Award Mni Excavator (6120 : Mini Excavator and Compact Track Loader for Wastewater Management)

Contract Number: 4400018719
Awarded To: H&E EQUIPMENT SERVICES (7000245426)
125 CORT ROAD
COLUMBIA SC 29203
(YANMAR)

Total Potential Value: $ 3,500,000.00
Maximum Contract Period: June 01, 2018 through May 31, 2023

Item	Description	Total Evaluated Estimated Discount
4	LOT 4 - GROUNDS MAINTENANCE EQUIPMENT - PHASE II	$ 1,890,000.00

Contract Number: 4400018733
Awarded To: H&E EQUIPMENT SERVICES (7000245426)
125 CORT ROAD
COLUMBIA SC 29203
(TAKEUCHI)

Total Potential Value: $ 3,500,000.00
Maximum Contract Period: June 01, 2018 through May 31, 2023

Item	Description	Total Evaluated Estimated Discount
4	LOT 4 - GROUNDS MAINTENANCE EQUIPMENT - PHASE II	$ 1,540,000.00

Contract Number: 4400018721
Awarded To: HILLS MACHINERY COMPANY LLC (7000154890)
1014 ATLAS WAY
COLUMBIA SC 29209
(BLUE DIAMOND)

Total Potential Value: $ 3,500,000.00
Maximum Contract Period: June 01, 2018 through May 31, 2023

Item	Description	Total Evaluated Estimated Discount
4	LOT 4 - GROUNDS MAINTENANCE EQUIPMENT - PHASE II	$ 1,050,000.00

Attachment: Intent to Award Mni Excavator (6120 : Mini Excavator and Compact Track Loader for Wastewater Management)

Contract Number: 4400018734
Awarded To: HILLS MACHINERY COMPANY LLC (7000154890)
1014 ATLAS WAY
COLUMBIA SC 29209
(HUDSON BROS.)

Total Potential Value: $ 1,700,000.00
Maximum Contract Period: June 01, 2018 through May 31, 2023

Item	Description	Total Evaluated Estimated Discount
5	LOT 5 - GROUNDS MAINTENANCE EQUIPMENT - PHASE II	$ 510,000.00

Contract Number: 4400018735
Awarded To: HILLS MACHINERY COMPANY LLC (7000154890)
1014 ATLAS WAY
COLUMBIA SC 29209
(GLOBE)

Total Potential Value: $ 1,700,000.00
Maximum Contract Period: June 01, 2018 through May 31, 2023

Item	Description	Total Evaluated Estimated Discount
5	LOT 5 - GROUNDS MAINTENANCE EQUIPMENT - PHASE II	$ 510,000.00

Contract Number: 4400018736
Awarded To: HILLS MACHINERY COMPANY LLC (7000154890)
1014 ATLAS WAY
COLUMBIA SC 29209
(CNH INDUSTRIAL AMERICA)

Total Potential Value: $ 3,500,000.00
Maximum Contract Period: June 01, 2018 through May 31, 2023

Item	Description	Total Evaluated Estimated Discount
4	LOT 4 - GROUNDS MAINTENANCE EQUIPMENT - PHASE II	$ 1,050,000.00

Contract Number: 4400018737
Awarded To: HILLS MACHINERY COMPANY LLC (7000154890)
1014 ATLAS WAY
COLUMBIA SC 29209
(FAE USA)

Attachment: Intent to Award Mni Excavator (6120 : Mini Excavator and Compact Track Loader for Wastewater Management)

Total Potential Value: $ 3,500,000.00
Maximum Contract Period: June 01, 2018 through May 31, 2023

Item	Description	Total Evaluated Estimated Discount
4	LOT 4 - GROUNDS MAINTENANCE EQUIPMENT - PHASE II	$ 1,050,000.00

Contract Number: 4400018738
Awarded To: HILLS MACHINERY COMPANY LLC (7000154890)
1014 ATLAS WAY
COLUMBIA SC 29209
(HENKE MANUFACTURING)

Total Potential Value: $ 3,500,000.00
Maximum Contract Period: June 01, 2018 through May 31, 2023

Item	Description	Total Evaluated Estimated Discount
4	LOT 4 - GROUNDS MAINTENANCE EQUIPMENT - PHASE II	$ 1,050,000.00

Contract Number: 4400018739
Awarded To: HILLS MACHINERY COMPANY LLC (7000154890)
1014 ATLAS WAY
COLUMBIA SC 29209
(MADDOCK CONTRUCTION EQUIP)

Total Potential Value: $ 3,500,000.00
Maximum Contract Period: June 01, 2018 through May 31, 2023

Item	Description	Total Evaluated Estimated Discount
4	LOT 4 - GROUNDS MAINTENANCE EQUIPMENT - PHASE II	$ 1,050,000.00

Contract Number: 4400018740
Awarded To: HILLS MACHINERY COMPANY LLC (7000154890)
1014 ATLAS WAY
COLUMBIA SC 29209
(PALADIN)

Total Potential Value: $ 3,500,000.00
Maximum Contract Period: June 01, 2018 through May 31, 2023

Item	Description	Total Evaluated Estimated Discount
4	LOT 4 - GROUNDS MAINTENANCE EQUIPMENT - PHASE II	$ 1,050,000.00

Attachment: Intent to Award Mni Excavator (6120 : Mini Excavator and Compact Track Loader for Wastewater Management)

Contract Number: 4400018741
Awarded To: HILLS MACHINERY COMPANY LLC (7000154890)
1014 ATLAS WAY
COLUMBIA SC 29209
(SKYJACK)

Total Potential Value: $ 3,500,000.00
Maximum Contract Period: June 01, 2018 through May 31, 2023

Item	Description	Total Evaluated Estimated Discount
4	LOT 4 - GROUNDS MAINTENANCE EQUIPMENT - PHASE II	$ 1,050,000.00

Contract Number: 4400018742
Awarded To: HILLS MACHINERY COMPANY LLC (7000154890)
1014 ATLAS WAY
COLUMBIA SC 29209
(WERK BRAU CO)

Total Potential Value: $ 3,500,000.00
Maximum Contract Period: June 01, 2018 through May 31, 2023

Item	Description	Total Evaluated Estimated Discount
4	LOT 4 - GROUNDS MAINTENANCE EQUIPMENT - PHASE II	$ 1,050,000.00

Contract Number: 4400018714
Awarded To: JOHN DEERE COMPANY (7000007387)
2000 JOHN DEERE RUN
CARY NC 27513

Total Potential Value: $ 3,000,000.00
Maximum Contract Period: June 01, 2018 through May 31, 2023

Item	Description	Total Evaluated Estimated Discount
1	LOT 1 - GROUNDS MAINTENANCE EQUIPMENT - PHASE II	$ 585,000.00
2	LOT 2 - GROUNDS MAINTENANCE EQUIPMENT - PHASE II	$ 405,000.00
3	LOT 3 - GROUNDS MAINTENANCE EQUIPMENT - PHASE II	$ 427,500.00

Attachment: Intent to Award Mni Excavator (6120 : Mini Excavator and Compact Track Loader for Wastewater Management)

Contract Number: 4400018717
Awarded To: JOHN DEERE CONSTRUCTION RETAIL (7000079147)
SALES
1515 FIFTH AVE
MOLINE IL 61265

Total Potential Value: $ 3,500,000.00
Maximum Contract Period: June 01, 2018 through May 31, 2023

Item	Description	Total Evaluated Estimated Discount
4	LOT 4 - GROUNDS MAINTENANCE EQUIPMENT - PHASE II	$ 2,660,000.00

Contract Number: 4400018724
Awarded To: LEE TRANSPORT EQUIP INC (7000050670)
1300 BLUFF RD
COLUMBIA SC 29201
(SWITCH N GO)

Total Potential Value: $ 1,700,000.00
Maximum Contract Period: June 01, 2018 through May 31, 2023

Item	Description	Total Evaluated Estimated Discount
5	LOT 5 - GROUNDS MAINTENANCE EQUIPMENT - PHASE II	$ 765,000.00

Contract Number: 4400018743
Awarded To: LEE TRANSPORT EQUIP INC (7000050670)
1300 BLUFF RD
COLUMBIA SC 29201
(BETTER BUILT TRAILERS)

Total Potential Value: $ 1,700,000.00
Maximum Contract Period: June 01, 2018 through May 31, 2023

Item	Description	Total Evaluated Estimated Discount
5	LOT 5 - GROUNDS MAINTENANCE EQUIPMENT - PHASE II	$ 765,000.00

Contract Number: 4400018716
Awarded To: LINDER INDUSTRIAL MACHINERY COMPANY (7000071331)
3109 CHARLESTON HIGHWAY

Attachment: Intent to Award Mni Excavator (6120 : Mini Excavator and Compact Track Loader for Wastewater Management)

WEST COLUMBIA SC 29172
(KOMATSU)

Total Potential Value: $ 3,500,000.00
Maximum Contract Period: June 01, 2018 through May 31, 2023

Item	Description	Total Evaluated Estimated Discount
4	LOT 4 - GROUNDS MAINTENANCE EQUIPMENT - PHASE II	$ 3,675,000.00

Contract Number: 4400018730
Awarded To: LINDER INDUSTRIAL MACHINERY COMPANY (7000071331)
3109 CHARLESTON HIGHWAY
WEST COLUMBIA SC 29172
(WIRTGEN AMERICA)

Total Potential Value: $ 3,500,000.00
Maximum Contract Period: June 01, 2018 through May 31, 2023

Item	Description	Total Evaluated Estimated Discount
4	LOT 4 - GROUNDS MAINTENANCE EQUIPMENT - PHASE II	$ 3,675,000.00

Contract Number: 4400018731
Awarded To: LINDER INDUSTRIAL MACHINERY COMPANY (7000071331)
3109 CHARLESTON HIGHWAY
WEST COLUMBIA SC 29172
(BELSHE INDUSTRIES)

Total Potential Value: $ 1,700,000.00
Maximum Contract Period: June 01, 2018 through May 31, 2023

Item	Description	Total Evaluated Estimated Discount
5	LOT 5 - GROUNDS MAINTENANCE EQUIPMENT - PHASE II	$ 510,000.00

Contract Number: 4400018715
Awarded To: MORBARK INC (7000112118)
P.O. Box 1000
WINN MI 48896

Total Potential Value: $ 5,000,000.00
Maximum Contract Period: June 01, 2018 through May 31, 2023

Attachment: Intent to Award Mni Excavator (6120 : Mini Excavator and Compact Track Loader for Wastewater Management)

Item	Description	Total Evaluated Estimated Discount
1	LOT 1 - GROUNDS MAINTENANCE EQUIPMENT - PHASE II	$ 450,000.00
4	LOT 4 - GROUNDS MAINTENANCE EQUIPMENT - PHASE II	$ 1,050,000.00

Contract Number: 4400018722
Awarded To: OUTDOOR EQUIPMENT DISTRIBUTORS INC (7000049744)
2721 DISCOVERY DR
RALEIGH NC 27616
(BROWN PRODUCTS)

Total Potential Value: $ 3,500,000.00
Maximum Contract Period: June 01, 2018 through May 31, 2023

Item	Description	Total Evaluated Estimated Discount
4	LOT 4 - GROUNDS MAINTENANCE EQUIPMENT - PHASE II	$ 3,675,000.00

Contract Number: 4400018744
Awarded To: RICHARDSON SERVICE 1991 INC (7000208632)
2667 HIGHWAY 378
CONWAY SC 29528
(SANY AMERICA)

Total Potential Value: $ 3,500,000.00
Maximum Contract Period: June 01, 2018 through May 31, 2023

Item	Description	Total Evaluated Estimated Discount
4	LOT 4 - GROUNDS MAINTENANCE EQUIPMENT - PHASE II	$ 2,940,000.00

Contract Number: 4400018711
Awarded To: SMITH TURF & IRRIGATION LLC (7000038706)
4355 GOLF ACRES DRIVE
CHARLOTTE NC 28208
(TORO)

Total Potential Value: $ 5,000,000.00
Maximum Contract Period: June 01, 2018 through May 31, 2023

Item	Description	Total Evaluated Estimated Discount
1	LOT 1 - GROUNDS MAINTENANCE EQUIPMENT - PHASE II	$ 990,000.00
4	LOT 4 - GROUNDS MAINTENANCE EQUIPMENT - PHASE II	$ 1,890,000.00

Attachment: Intent to Award Mni Excavator (6120 : Mini Excavator and Compact Track Loader for Wastewater Management)

Contract Number: 4400018723
Awarded To: SPARROW & KENNEDY TRACTOR CO INC (7000123561)
2712 HIGHWAY 52 NORTH
SCRANTON SC 29591
(GYRO TRAC)

Total Potential Value: $ 3,500,000.00
Maximum Contract Period: June 01, 2018 through May 31, 2023

Item	Description	Total Evaluated Estimated Discount
4	LOT 4 - GROUNDS MAINTENANCE EQUIPMENT - PHASE II	$ 1,050,000.00

Contract Number: 4400018712
Awarded To: STEEN ENTERPRISES INC (7000027420)
7634 SAVANNAH HIGHWAY
ADAMS RUN SC 29426
(KUBOTA)

Total Potential Value: $5,000,000.00
Maximum Contract Period: June 01, 2018 through May 31, 2023

Item	Description	Total Evaluated Estimated Discount
1	LOT 1 - GROUNDS MAINTENANCE EQUIPMENT - PHASE II	$ 900,000.00
4	LOT 4 - GROUNDS MAINTENANCE EQUIPMENT - PHASE II	$ 2,100,500.00

Contract Number: 4400018725
Awarded To: STEEN ENTERPRISES INC (7000027420)
7634 SAVANNAH HIGHWAY
ADAMS RUN SC 29426
(MONROE TUFLINE)

Total Potential Value: $ 3,500,000.00
Maximum Contract Period: June 01, 2018 through May 31, 2023

Item	Description	Total Evaluated Estimated Discount
4	LOT 4 - GROUNDS MAINTENANCE EQUIPMENT - PHASE II	$ 1,890,000.00

Attachment: Intent to Award Mni Excavator (6120 : Mini Excavator and Compact Track Loader for Wastewater Management)

Contract Number: 4400018726
Awarded To: STEEN ENTERPRISES INC (7000027420)
7634 SAVANNAH HIGHWAY
ADAMS RUN SC 29426
(WOODS EQUIPMENT)

Total Potential Value: $ 3,500,000.00
Maximum Contract Period: June 01, 2018 through May 31, 2023

Item	Description	Total Evaluated Estimated Discount
4	LOT 4 - GROUNDS MAINTENANCE EQUIPMENT - PHASE II	$ 1,890,000.00

Contract Number: 4400018727
Awarded To: STEEN ENTERPRISES INC (7000027420)
7634 SAVANNAH HIGHWAY
ADAMS RUN SC 29426
(B&A TRAILERS)

Total Potential Value: $ 1,700,000.00
Maximum Contract Period: June 01, 2018 through May 31, 2023

Item	Description	Total Evaluated Estimated Discount
5	LOT 5 - GROUNDS MAINTENANCE EQUIPMENT - PHASE II	$ 765,000.00

Contract Number: 4400018728
Awarded To: STEEN ENTERPRISES INC (7000027420)
7634 SAVANNAH HIGHWAY
ADAMS RUN SC 29426
(BRI MAR TRAILERS)

Total Potential Value: $ 1,700,000.00
Maximum Contract Period: June 01, 2018 through May 31, 2023

Item	Description	Total Evaluated Estimated Discount
5	LOT 5 - GROUNDS MAINTENANCE EQUIPMENT - PHASE II	$ 765,000.00

ROB MALPASS
Procurement Officer

Attachment: Intent to Award Mni Excavator (6120 : Mini Excavator and Compact Track Loader for Wastewater Management)

Department of Utilities & Engineering
Wastewater Division (UEWW)

Type of Request *click all that apply*

Date: July 9, 2020 Priority: 1st

Requestor: Martin Golston Requisition #

Approval: P.O. #

Cost Account Number: 658300 MACHINERY & OTHER HEAVY EQUIPMENT

Qty	Unit	Price	Totals	Complete Description
1	Each	$ 54,909.00	$54,909.00	Cat 259 D3 Skid steer
	Each		$0.00	
	Each		$0.00	
	Each		$0.00	
	Each		$0.00	
	Each		$0.00	
	Each		$0.00	
	Each		$0.00	
	Each		$0.00	
	Each		$0.00	
			$0.00	
			$0.00	
			$0.00	
			$0.00	
			$0.00	

VENDOR Blanchard Machinery Co.
Contact: Erik Hoffman
Phone: 803-791-7100
Fax:

Subtotal:	$54,909.00
Sales Tax:	$500.00
Shipping & Handling:	$0.00
Total Cost:	$55,409.00

End User: Wastewater Maintenance

Justification: Equipment need for WWM crews. STATE CONTRACT # 4400018718

Attachment: Compact Track Loader Quote (6120 : Mini Excavator and Compact Track Loader for Wastewater Management)

SALES AGREEMENT

DATE Jul 08, 2020

Blanchard Machinery Co., 3151 Charleston Highway, Columbia, SC29202-7517 Phone: (803) 791-7100

SOLD TO		SHIP TO
PURCHASER	CITY OF COLUMBIA	
STREET ADDRESS	PO BOX 147	<SAME>
CITY/STATE	COLUMBIA, SC	
COUNTY	RICHLAND	
POSTAL CODE	29217	
PHONE NO.	803 545 4161	
CUSTOMER CONTACT: EQUIPMENT	MARTIN GOLSTON	
CUSTOMER CONTACT: PRODUCT SUPPORT	MARTIN GOLSTON	
INDUSTRY CODE:	LOCAL GOVERNMENT (PS93)	
PRINCIPAL WORK CODE		
F.O.B. AT:	Compact Buckner Rd	

CUSTOMER NUMBER	Sales Tax Exemption # (if applicable)	CUSTOMER PO NUMBER
1615500	N/A	

TERMS

PAYMENT TERMS: (All terms and payments are subject to Finance Company - OAC appro

NET PAYMENT ON RECEIPT OF INVOICE	☐	NET ON DELIVERY	☑	FINANCIAL SERVICES	☐ CSC	☐ LEASE	
CASH WITH ORDER	$0.00	BALANCE TO FINANCE	$0.00	CONTRACT INTEREST RATE	0.00		
PAYMENT PERIOD		PAYMENT AMOUNT	$0.00	NUMBER OF PAYMENTS	0	OPTIONAL BUY-OUT	

DESCRIPTION OF EQUIPMENT ORDERED / PURCHASED

MAKE: CAT MODEL: 259D3 OS2 YEAR: 2020

STOCK NUMBER: C33802 SERIAL NUMBER: 0CW906208

259D3 COMPACT TRACK LOADER	LIGHTS, HALOGEN	CARRIAGE, 46", FORKS, 48", SSL -- $962
FILM, TWO SPEED	SEAT BELT, 2"	
BATTERY,HD,DISCONNECT, 850 CCA	QUICK COUPLER, MANUAL	
PRODUCT LINK, CELLULAR PL243	SEAT,AIR SUSPENSION,VINYL,HEAT	
HYDRAULICS, PERFORMANCE, (H1)	DISPLAY, ADVANCED, LCD, CAMERA	
CONTROL, ISO, PROP, WT	INSTRUCTIONS, ANSI, USA	
REAR LIGHTS	CERTIFICATION ARR, P65	
ROPS, OPEN (C1)	TRACK,RUBBER,400MM(15.7IN)BLCK	
RUBBER BELT, 2 SPD, TF IDLERS	BUCKET-MP, 74", BOCE -- $3,943	

TRADE-IN EQUIPMENT

MODEL: YEAR: SN:
PAYOUT TO: AMOUNT: PAID BY:
MODEL: YEAR: SN:
PAYOUT TO: AMOUNT: PAID BY:
MODEL: YEAR: SN:
PAYOUT TO: AMOUNT: PAID BY:
MODEL: YEAR: SN:
PAYOUT TO: AMOUNT: PAID BY:

ALL TRADES-INS ARE SUBJECT TO EQUIPMENT BEING IN "AS INSPECTED CONDITION" BY VENDOR AT TIME OF DELIVERY OF REPLACEMENT MACHINE PURCHASE ABOVE.

PURCHASER HEREBY SELLS THE TRADE-IN EQUIPMENT DESCRIBED ABOVE TO THE VENDOR AND WARRANTS IT TO BE FREE AND CLEAR OF ALL CLAIMS, LIENS, MORTGAGES AND SECURITY INTEREST EXCEPT AS SHOWN ABOVE.

SELL PRICE	$54,909.
NET BALANCE DUE	$54,909.
SC SALES TAX	$500.
AFTER TAX BALANCE	$55,409.

☑ CATERPILLAR EQUIPMENT WARRANTY — INITIAL

The customer acknowledges that he has received a copy of the Blanchard Machinery Company/Caterpillar Warranty and has read and understood said warranty. Scheduled oil sampling (S.O.S.) is mandatory with this warranty. The customer is responsible for taking oil samples at designated intervals from all power train components and failure to do so may result in voiding the warranty.

Warranty applicable including experation date where necessary:
24 Months/2000 Hours

☐ USED EQUIPMENT WARRANTY — INITIAL

All used equipment is sold as is where is and no warranty is offered or implied except as specified here:

Warranty applicable:

CSA:

NOTES: STATE CONTRACT #4400018718

THIS AGREEMENT IS SUBJECT TO THE TERMS AND CONDITIONS ON THE REVERSE

BLANCHARD MACHINERY COMPANY

ORDER RECEIVED BY Erik Hoffman
REPRESENTATIVE

PURCHASER

APPROVED AND ACCEPTED ON
CITY OF COLUMBIA
PURCHA

BY
SIGNATURE

T

Attachment: Compact Track Loader Quote (6120 : Mini Excavator and Compact Track Loader for Wastewater Management)

Department of Utilities & Engineering
Wastewater Division (UEWW)

Date: July 9, 2020

Priority: 1st

Requestor: Martin Golston

Requisition #

Approval:

P.O. #

Type of Request *click all that apply*

Cost Account Number: 658300 MACHINERY & OTHER HEAVY EQUIPMENT

Qty	Unit	Price	Totals	Complete Description
1	Each	$ 46,848.00	$46,848.00	CAT 303.5 E2 Mini Excavator
	Each		$0.00	
	Each		$0.00	
	Each		$0.00	
	Each		$0.00	
	Each		$0.00	
	Each		$0.00	
	Each		$0.00	
	Each		$0.00	
	Each		$0.00	
			$0.00	
			$0.00	
			$0.00	
			$0.00	
			$0.00	

VENDOR Blanchard Machinery Co.
Contact: Erik Hoffman
Phone: 803-791-7100
Fax:

Subtotal:	$46,848.00
Sales Tax:	$500.00
Shipping & Handling:	$0.00
Total Cost:	$47,348.00

End User: Wastewater Maintenance

Justification: Equipment need for WWM crews. STATE CONTRACT # 4400018718

Attachment: Mini Excavator Quote (6120 : Mini Excavator and Compact Track Loader for Wastewater Management)

SALES AGREEMENT

DATE Jul 08, 2020

Blanchard Machinery Co., 3151 Charleston Highway, Columbia, SC29202-7517 Phone: (803) 791-7100

SOLD TO		SHIP TO
PURCHASER	CITY OF COLUMBIA	
STREET ADDRESS	PO BOX 147	<SAME>
CITY/STATE	COLUMBIA, SC	
COUNTY	RICHLAND	
POSTAL CODE	29217	
PHONE NO.	803 545 4161	
CUSTOMER CONTACT: EQUIPMENT	MARTIN GOLSTON	
CUSTOMER CONTACT: PRODUCT SUPPORT	MARTIN GOLSTON	
INDUSTRY CODE:	LOCAL GOVERNMENT (PS93)	
PRINCIPAL WORK CODE		
F.O.B. AT:	Compact Buckner Rd	

CUSTOMER NUMBER	Sales Tax Exemption # (if applicable)	CUSTOMER PO NUMBER
1615500	N/A	

TERMS

PAYMENT TERMS: (All terms and payments are subject to Finance Company - OAC appro

NET PAYMENT ON RECEIPT OF INVOICE	☐	NET ON DELIVERY	☑	FINANCIAL SERVICES		☐ CSC ☐ LEASE	
CASH WITH ORDER	$0.00	BALANCE TO FINANCE	$0.00	CONTRACT INTEREST RATE	0.00		
PAYMENT PERIOD		PAYMENT AMOUNT	$0.00	NUMBER OF PAYMENTS	0	OPTIONAL BUY-OUT	

DESCRIPTION OF EQUIPMENT ORDERED / PURCHASED

MAKE: CAT MODEL: 303.5E2 LO YEAR: 2020

STOCK NUMBER: C33632 SERIAL NUMBER: TBA

303.5E2 HEXMN CFG 1	LINKAGE BUCKET W/ LIFTING EYE	THUMB,HYD + COUPLER,PG,MAN, 3T -- $3,741
DRAIN, ECOLOGY	STICK, LONG, HEAVY DUTY	BUCKET-HD, 24", 4.2 FT3, 3T -- $1,027
COOLING, HIGH AMBIENT	INSTRUCTIONS, ANSI	
CONTROL PATTERN CHANGER	FILM, PRODUCT LINK, ANSI	
ALARM, TRAVEL	TRACK, RUBBER BELT	
SEAT VINYL, W/ SUSPENSION	BATTERY, DISCONNECT	
BELT, SEAT, 3" RETRACTABLE	LIGHTS, STANDARD	
303.5 HYDRAULIC EXCAVATOR	BLADE, 70", BOLT-ON	
CANOPY, TOPS	PRODUCT LINK, CELLULAR PL243	

TRADE-IN EQUIPMENT

MODEL: YEAR: SN.:
PAYOUT TO: AMOUNT: PAID BY:
MODEL: YEAR: SN.:
PAYOUT TO: AMOUNT: PAID BY:
MODEL: YEAR: SN.:
PAYOUT TO: AMOUNT: PAID BY:
MODEL: YEAR: SN.:
PAYOUT TO: AMOUNT: PAID BY:

ALL TRADES-INS ARE SUBJECT TO EQUIPMENT BEING IN "AS INSPECTED CONDITION" BY VENDOR AT TIME OF DELIVERY OF REPLACEMENT MACHINE PURCHASE ABOVE.

PURCHASER HEREBY SELLS THE TRADE-IN EQUIPMENT DESCRIBED ABOVE TO THE VENDOR AND WARRANTS IT TO BE FREE AND CLEAR OF ALL CLAIMS, LIENS, MORTGAGES AND SECURITY INTEREST EXCEPT AS SHOWN ABOVE.

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CSA:

NOTES: STATE CONTRACT #4400018718

THIS AGREEMENT IS SUBJECT TO THE TERMS AND CONDITIONS ON THE REVERSE

BLANCHARD MACHINERY COMPANY

ORDER RECEIVED BY Erik Hoffman
REPRESENTATIVE

PURCHASER

APPROVED AND ACCEPTED ON

CITY OF COLUMBIA
PURCH

BY
SIGNATURE

Attachment: Mini Excavator Quote (6120 : Mini Excavator and Compact Track Loader for Wastewater Management)

We Are Columbia

MEETING DATE: **September 15, 2020**

DEPARTMENT: **Procurement and Contracts**

FROM: ***Sandra Wright, Purchasing Agent***

SUBJECT: **Council is asked to approve an Agreement for Project SS7481; Metro Wastewater Treatment Plant Flow Metering Improvements, as requested by Columbia Water. Award to Black & Veatch Corporation in the amount of $75,006.00. This firm is located in Columbia, SC.**

REQUISITION NO.: **R205399**

FUNDING SOURCE & ORIGINAL BUDGET: **Funding Source: Water and Sewer Capital Projects-Influent/Effluent Meter Improvement (5529999-SS748101-658650). The original budget amount is $75,006.00.**

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 of Columbia, SC is the Mentor and will provide design, permitting, construction services, and project closeout services at 65.4% ($49,070.00) of the total contract amount. Howard Engineering, Inc., a Minority Business Enterprise (W), of Columbia, SC, is the Protégé and will provide electrical and I &C design engineering services and construction management including an onsite project representative during construction at 34.6% ($25,936.00) of the total contract amount.

There were (20) responses to solicitation RFQ011-16-17-NMJ Major and Minor Water Wastewater Collection System Projects.

The service being provided will encompass the following:

Task 100 - Evaluation and Design Phase Project Management and Administration

Task 200 - Preliminary Planning, Investigation, Engineering and Alternate Analysis

Task 500 - Final Design

Task 600 - Permits and Property

Task 700 - Bidding and Award

Task 800 - Engineering Services During Construction

Task 1000 - Project Closeout

The Office of the City Attorney has reviewed the Agreement and the ACM for Columbia Water and the Directors of Utility Operations and Engineering recommend its approval.

ATTACHMENTS:

- Black&VeatchSS7481 (PDF)
- SS7481 Location Map (PDF)

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is being awarded under procurement method RFQ011-16-17-NMJ Major and Minor Wastewater Collection System 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 "Consultant"), to provide consulting, evaluate improvements, and construction observation support in the replacement of existing aging and unreliable flow metering on Metro Wastewater Treatment Plant 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 Consultant shall provide the scope of services more fully described in Exhibit A, attached hereto. The Consultant shall perform any and all incidental services not specifically set forth in Exhibit A, which are necessary to fully complete the scope of services described in Exhibit A.

3. **SUPPLEMENTAL OR ADDITIONAL SERVICES** – The City may require supplemental or additional services of the Consultant or recommended by the Consultant and approved by the City in writing.

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

Attachment: Black&VeatchSS7481 (6109 : SS7481 Metro WWTP Flow Metering Improvements)

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 ten (10) months unless otherwise written by the City and agreed upon through June 30, 2021.

   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.

5. **SCHEDULE FOR COMPLETION OF SERVICES** – The Consultant shall complete any and all services performed under this Agreement within the timeframes as outlined in Exhibit B, attached hereto.

6. **COMPENSATION** – (See Exhibit C)

   A. The total compensation to be paid by the City to the Consultant under this Agreement shall not exceed i.e. Seventy-Five Thousand, Six Dollars and 00/100 ($75,006.00).

   B. The Consultant shall submit invoices no more frequently than monthly for services rendered during each phase of the Project. Each invoice submitted must describe the services for which payment is requested, show payment calculations, and specify the person(s) rendering such service(s). Consultant must invoice monthly regardless of work being completed during that period. If no work is completed, a zero-balance invoice should be submitted. **Each invoice must also clearly identify any portion of the fee invoiced for subcontracted services, including any such services that are specified in the Summary of Proposed Subconsultants shown on Exhibit D hereto.** Each invoice shall bear the signature of the Consultant, whose signature shall certify that the information contained in the invoice is true and accurate and that the invoice amount is currently due and owing. The City will not pay interest or penalty on any past due amount.

Attachment: Black&VeatchSS7481 (6109 : SS7481 Metro WWTP Flow Metering Improvements)

C. Invoicing Procedure (See Exhibit E)

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

D. Prompt Payment to Subconsultants and Material Suppliers (Use Prompt Payment Affidavit Exhibit F)

1. The Consultant is required to pay all Subconsultants and material suppliers for all work that the Subconsultant has satisfactorily completed, no later than twenty (20) calendar days after the Consultant has received payment from the City.

2. In addition, all retainage amounts received from the City by the Consultant must be paid by the Consultant to the Subconsultant no later than fourteen (14) calendar days after the Subconsultant has, in the opinion of the City, or designee, satisfactorily completed its portion of the Work.

3. A delay in or postponement of payment to the Subconsultant or material supplier requires good cause and prior written approval of the City or designee.

4. The Consultant is required to include, in each Subcontract, a clause requiring the use of appropriate arbitration mechanisms or other method to resolve all payment disputes.

5. The City will not pay the Consultant for subsequent work performed unless and until the Consultant ensures that the Subconsultants have been promptly paid for the work they have performed under all previous payment requests, as evidenced by the filing of City lien waivers, canceled checks (if requested), and the Consultant's sworn statement that it has complied with the prompt payment requirements.

Attachment: Black&VeatchSS7481 (6109 : SS7481 Metro WWTP Flow Metering Improvements)

The Consultant must submit a Prompt Payment Affidavit, Subconsultant list that identifies each Subconsultant (both Disadvantaged Business Enterprises (DBEs) and non-DBEs) including Subcontract values and the date and amount of the last payment to such Subconsultant(s). That documentation must be provided with every payment request submitted to the City, except for the first payment request.

6. Failure to comply with these prompt payment requirements is a breach of this Agreement. The City reserves the right to pursue any and all remedies permitted under law for breach of contract, including, but not limited to, Consultant debarment.

E. Affirmative Action Procurement and Contracting Goals:

It is the goal of the City of Columbia, SC to maximize opportunities for historically Disadvantaged Business Enterprises (DBEs) including, but not limited to, Small Business Enterprises (SBEs), Minority Business Enterprises (MBEs), and Women-Owned Business Enterprises (WBEs). The City has implemented an overall citywide 15% goal to encourage socially and economically disadvantaged business participation. This goal extends to bidders, contractors, Subconsultants and suppliers on its procurement and contracting offerings.

Additional information on the City's affirmative action goals and objectives may be obtained by contacting the following office: City of Columbia Office of Business Opportunities, 1401 Main Street, 4th Floor, Columbia, SC 29201, (803) 545-3950.

The City's success in tracking the amount of business received by SBE, MBE and WBE firms (whether as a prime Consultant or Subconsultant) is dependent upon the business community partnering with the City in this important endeavor.

Attachment: Black&VeatchSS7481 (6109 : SS7481 Metro WWTP Flow Metering Improvements)

The Consultant must comply with the affirmative action terms and conditions as outlined herein. The Consultant shall in the performance of the Agreement, make constructive efforts to assist the City in complying with best practices in contracting as it relates to meeting affirmative action objectives

F. Subcontracting Goals

Under this Agreement, the subcontracting goals are as follows:

SB Goals	N/A	%
MBE	34.6	%
WBE	N/A	%
LSA	N/A	%

The Consultant will ensure Subconsultant performance during the period of performance, and optional periods as applicable. Achievement of these goals are expected during the life of the Agreement, including any extensions thereof.

7. **MENTOR-PROTÉGÉ PROGRAM** (http://www.columbiasc.net/business-outreach/) – The City of Columbia encourages, where economically feasible, establishment of mentor-protégé relationships to ensure contracting opportunities for all businesses, including minority / women / small business enterprises. The Mentor-Protégé Program (MPP) helps develop private sector business relationships and enhances the contracting capabilities of minority-owned business enterprises (MBE), women-owned business enterprises (WBE), and small business enterprises (SBE). In order to provide opportunities for growth and to encourage hands-on business relationships, certain capital improvement projects may be designated by the City of Columbia as Mentor-Protégé Program projects. The City of Columbia has determined that participation in the City's Mentor-Protégé Program is required for this project. The MPP goals for this requirement are 34.6%.

Attachment: Black&VeatchSS7481 (6109 : SS7481 Metro WWTP Flow Metering Improvements)

The Consultant must comply with Mentor-Protégé Program Guidelines. The Consultant agrees that the Mentor Protégé Program does not create any third-party beneficiary status or contractual rights and/or duties between the City and the Protégé and that the City is not a party to the Implementation Plan. The Consultant agrees that it has or will enter into a separate contractual Agreement with the Protégé to which the City is not a party. The MPP Implementation Plan is attached hereto as Exhibit G.

8. INDEMNIFICATION & INSURANCE

A. The Consultant shall procure and shall maintain during the life of this Agreement, whether such operation be by itself or by a Subconsultant or anyone directly or indirectly employed by either of them, such insurance as required by statute, ordinance, or this Agreement, to adequately protect the City from any claims or damages including bodily injury or death, which may arise during performance and operations under this Agreement.

Each insurance policy required by these instructions shall be endorsed to state that coverage shall not be suspended, voided, OR cancelled by either party, reduced in coverage or in limits, unless thirty (30) days prior written notice has been given to the City.

Workers Compensation Insurance: The Consultant shall procure and shall maintain during the life of this Agreement, Workers Compensation Insurance for all employees to be engaged in work on the project under this Agreement, and in case any work is subcontracted, the Consultant shall require the Subconsultant similarly to provide Worker Compensation Insurance for all of the latter employees to be engaged in such work unless such employees are covered by the protection afforded by the Consultant Worker Compensation Insurance. The Consultant shall not permit any person who is not protected by Workers Compensation Insurance or a properly approved Self-Insured Workers Compensation Program to perform any activity related to this Agreement.

Attachment: Black&VeatchSS7481 (6109 : SS7481 Metro WWTP Flow Metering Improvements)

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

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

Automobile Liability Insurance: Five Hundred Thousand Dollars and No/100 ($500,000.00) combined single limit per accident for bodily injury and property damage.

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

C. The Consultant shall indemnify, defend, hold harmless and reimburse the City, its agents, and employees from and against any and all losses, liabilities, expenses, and all claims for damages to the extent caused by the negligence of Consultant, its 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 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.

Attachment: Black&VeatchSS7481 (6109 : SS7481 Metro WWTP Flow Metering Improvements)

The Consultant will also agree to promptly notify the City of any civil or criminal actions filed against the Consultant or of any notice of violation from any federal or state agency, or of any claim as soon as practical as relates to the services provided under this Agreement. The City, upon receipt of such notice, shall have the right at its election to defend any and all actions or suits or to join in defense.

9. PERMITS & LICENSES

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

B. The Consultant shall be responsible for identifying the necessity for and providing any applications and supporting documentation to the City for any approvals and/or permits required of the City in order for the Consultant to perform the services required under this Agreement. Such approvals and/or permits may include, but not be limited to, South Carolina Department of Health and Environmental Control (SCDHEC) Construction Permits, SCDHEC Stormwater Management for Construction Sites Permits, SCDHEC Water Resources Permits, Corps of Consultant Permits, City/County/ South Carolina Department of Health and Environmental Control (SCDOT) Encroachment Permits, encroachment permits for other utility rights-of-way and railroad right-of-way encroachment permits/agreements. The City shall obtain the approvals and/or permits identified by the Consultant and pay any costs relating to same.

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

Attachment: Black&VeatchSS7481 (6109 : SS7481 Metro WWTP Flow Metering Improvements)

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

10. **DUTIES UPON TERMINATION** – At termination of this Agreement, the Consultant shall immediately provide the City with all records and data in any format the Consultant is capable of producing and at no cost to the City, which were generated, created or received by the Consultant in performance of the services required by this Agreement or as the City may deem necessary to perform the required services by the City or the 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.

11. **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 Agreement or which is adverse to the interests of the City. The Consultant further covenants that in the performance of this Agreement no person having such interest shall be employed.

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

12. **TERMINATION OF AGREEMENT** – The City may terminate this Agreement at any time upon any of the following grounds:

    A. Failure by the City to appropriate funds for the performance of any of the services required in this Agreement in any annual budget;

Attachment: Black&VeatchSS7481 (6109 : SS7481 Metro WWTP Flow Metering Improvements)

B. The Consultant fails to perform any of the services required in this Agreement and does not correct such deficiency within fifteen (15) days after being notified by the City of such deficiency;

C. Force Majeure;

D. The City, at its sole option and discretion, has the right to terminate this Agreement for any reason whatsoever. A termination for default under this Agreement, if wrongfully made, shall be treated as a termination for convenience under this clause;

E. Upon expiration of the term of this Agreement; and

F. By mutual agreement.

Notice of termination shall be sent by registered mail, return receipt requested. In the event of termination, the Consultant shall only be entitled to the actual direct costs of all labor and material expended on the services required under this Agreement prior to the effective date of the termination or the Engineer shall be entitled to be paid a pro-rata percentage of the total Agreement price which is equal to its percent of completion, whichever of the two methods provides the lowest sum to be paid to the Consultant. In no event shall the Consultant be entitled to anticipatory profit or damages for any termination under this Agreement. In no event shall the Consultant be entitled to assert a claim in quantum merit 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 Consultant or any Subconsultant retained by the Consultant and related to the services required by this Agreement shall be the property of the City and shall not be used by the Consultant for any purpose whatsoever except to perform the services required by this Agreement.

Attachment: Black&VeatchSS7481 (6109 : SS7481 Metro WWTP Flow Metering Improvements)

14. **OWNERSHIP OF PROJECT DOCUMENTS** - All data, documents or other information of any description generated by or used by the Consultant or any Subconsultant retained by the Consultant and related to the services required by this Agreement shall be the property of the City and shall not be used by the Consultant for any purpose whatsoever except to perform the services required by this Agreement.

15. **NOTICE** - All notices and communications in connection with this Agreement will be addressed to the following:

City of Columbia
Name: Office of Procurement and Contracts
Title: Purchasing Agent
Address: 1800 Main Street
Second Floor
Columbia, SC 29201
Phone: (803) 545-3470
Fax: (803) 758-1013
Email: procurement@columbiasc.gov

Black & Veatch Corporation
Name: Franklin Osborne, P.E.
Title: Project Manager
Address: 1411 Gervais Street
Suite 125
Columbia, SC 29201
Phone: (803) 413-4537
Email: franklinde@bv.com

16. **CONSENT DECREE - *Non-Applicable***

A. (Non-Applicable) - The services performed by the Consultant pursuant to this Agreement are required in whole or in part to satisfy the terms of the Consent Decree entered by the United Stated 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 Consultant by the City and is incorporated by reference herein. The Consultant shall perform the services pursuant to this Agreement in conformity with the terms of the Consent Decree as required by Paragraph 5 therein.

Attachment: Black&VeatchSS7481 (6109 : SS7481 Metro WWTP Flow Metering Improvements)

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

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

D. (Non-Applicable) - The Consultant shall reimburse the City the amount of any stipulated penalties imposed on the City pursuant to Paragraph 47 of the Consent Decree if the Consultant neglects, fails, or refuses to meet the deadlines set forth in Exhibit B attached hereto. The Consultant agrees that any failure to meet such deadlines will result in the City's failure to meet the

Attachment: Black&VeatchSS7481 (6109 : SS7481 Metro WWTP Flow Metering Improvements)

deadlines set forth in the Consent Decree except in the event of force majeure notice by the Consultant that results in the extension of said deadline by the U.S. Environmental Protection Agency under the Consent Decree. The City reserves all other remedies available for the Consultant failure to perform pursuant to the Agreement.

E. (Non-Applicable) – The Consultant shall perform the services pursuant to this Agreement using sound Consultant practices as set forth in Paragraph 9 of the Consent Decree.

17. MISCELLANEOUS

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

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

C. The Consultant will not assign or sublet its obligations to perform the services required by this Agreement without the written consent of the City. The Consultant shall be as fully responsible to the City for the acts and omission of its Subconsultants, as it is for the acts and omissions of persons directly employed by the Consultant.

The Consultant shall furnish and its Subconsultants shall furnish all information and reports required hereunder.

D. In the event there are any disagreements between the City and the Consultant with regard to any of the requirements, specifications or interpretation of this Agreement, the Consultant agrees to defer to the reasonable interpretations of 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.

Attachment: Black&VeatchSS7481 (6109 : SS7481 Metro WWTP Flow Metering Improvements)

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

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

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

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

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.

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J. The Consultant acknowledges, for itself and its Subconsultants, that it is subject to the provisions of the 1991 Ethics Reform Act (8-13-100, et seq, South Carolina Code of Laws, 1976, as amended). Under this Act, "A person may not, directly or indirectly, give, offer, or promise anything of value to a public official, public member, or public employee with intent to:

1. influence the discharge of a public official's, public member's, or public employee's official responsibilities;

2. influence a public official, public member, or public employee to commit, aid in committing, collude in, or allow fraud on a governmental entity; or,

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

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

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

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forth the provisions of this nondiscrimination clause. The Consultant will incorporate these nondiscrimination requirements in all subcontracts for work under this Agreement.

L. This Agreement shall be binding upon the respondent and upon its successors and assignees. This Agreement shall be binding upon the City in accordance with its terms and provisions.

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

N. Every exhibit, schedule and appendix attached to this Agreement and referred to herein is hereby incorporated into this Agreement by reference unless this Agreement expressly provides otherwise. This Agreement, exhibits and other documents include, but are not limited to the Conflict of Interest Statement, Non-collusion Affidavit, Business Information Record for Subconsultants /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.

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

CITY OF COLUMBIA, SOUTH CAROLINA

_____	_____	**Date:**_____
Witness	**Teresa Wilson, City Manager**	

BLACK & VEATCH CORPORATION

W.J. Wells/Assoc V.P.	W J Wells	**Date:** 8/31/2020
Print: Name/Title	**Signature**	

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APPROVED AS TO FORM

Legal Department City of Columbia, SC

8/31/2020

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List of Exhibits

Exhibit A – Scope of Services

Exhibit B – Schedule for Completion of Services

Exhibit C – Compensation

Exhibit D – Business Information Record for Subconsultants/Subcontractors

Exhibit E - Invoicing Procedures

Exhibit F – Prompt Payment Affidavit

Exhibit G – Mentor Protégé Implementation Plan

Attachment: Black&VeatchSS7481 (6109 : SS7481 Metro WWTP Flow Metering Improvements)

EXHIBIT A
SCOPE OF SERVICES
BLACK & VEATCH CORPORATION
METRO WWTP FLOW METERING IMPROVEMENTS (SS7481)

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 project consists of engineering design and construction phase services for the replacement of existing aging and unreliable flow metering on the Metro Wastewater Treatment Plant's (WWTP) influent and effluent process. Specific components of the project include:

a. Retrofit a new non-contact flow meter and access maintenance platform at an existing manhole on the 54" Gills Creek Interceptor piping to monitor plant influent flow.
b. Retrofit a new non-contact flow meter and access maintenance platform at an existing manhole on the 60" Congaree Interceptor piping to monitor plant effluent flow.
c. Retrofit a new non-contact flow meter within the existing Parshall Flume in the dechlorination structure to monitor the combined plant effluent flow under flume surcharge conditions.
d. Update plant SCADA system with new flow meters for process control monitoring and reporting.

Work shall begin upon execution of this Agreement, and work under any other phase shall proceed only after the City has authorized the Engineer in writing to proceed.

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 – PROJECT ADMINISTRATION

110. General Project Administration

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. As part of project administration, Engineer will:

a. Participate in design review and progress meetings with the City as outlined.

Attachment: Black&VeatchSS7481 (6109 : SS7481 Metro WWTP Flow Metering Improvements)

b. Provide progress reports pertinent to the Engineer's scope of services that include a progress summary, invoicing, schedule updates, and subcontractor payments (City of Columbia Form 100). Progress reports will be generated as needed related to the progress of the work but no more than once per month.

c. Plan and perform project quality control and quality assurance.

120. Coordination Meetings

Throughout the course of the project, Engineer will maintain regular contact through the City's staff. Progress meetings include:

a. A kickoff meeting at the beginning of the project.

b. Level 1 Design (50%) review meeting.

c. Level 3 Design (90%) review meeting.

d. One (1) pre-bid meeting.

Engineer will issue meeting minutes for each meeting. Additional conference calls will be conducted when necessary to address special needs or updates during design phase.

130. Project Management and Coordination with the City

a. Engineer will communicate with the City through a single point of contact, Engineer's Project Manager.

e. Engineer will utilize SharePoint website provided by the City to share and file documentation of project progress, data, decisions, deliverables, design and management of the project.

b. Engineer will adhere to and update schedule as attached to Exhibit D.

140. Mentor-Protégé Program

Engineer and Howard Engineering will provide the following in compliance with the City's Mentor-Protégé Program:

a. Continue existing Mentor-Protégé agreement with Howard Engineering.

b. Update the existing Mentor-Protégé Business Plan per the City's Mentor-Protégé Program Guidelines.

c. Schedule and attend all quarterly development meetings.

d. Comply with deadlines for furnishing information required under the Mentor-Protégé Program.

e. Document and maintain copies of communications between the Mentor and the Protégé.

f. Prepare and submit a quarterly report form to the City of Columbia's Office of Business Opportunities.

Attachment: Black&VeatchSS7481 (6109 : SS7481 Metro WWTP Flow Metering Improvements)

TASK 200 – PRELIMINARY DESIGN

Design of flow metering improvements shall be based on the preliminary design included in the *Metro WWTP Influent and Effluent Flow Metering Evaluation Technical Memorandum*, by Black & Veatch dated October 18, 2018.

210. General Data Collection, Field Reconnaissance and Coordination

a. Engineer will coordinate with the City to obtain existing record drawings and utility mapping in the project area.

b. Field Reconnaissance:

- Engineer shall conduct one (1) initial field site visit to identify specific physical features associated with the Project. It is assumed the field site visit will be eight (8) hours in duration and include two design team members. An agenda for the site visit will be provided ahead of the site visit for coordination of staff needs and their availability. The findings of and action items identified during the site visit will be summarized and reviewed with staff the day of the visit.

220. Basis of Design Memorandum

a. Review and verify recommendations presented in the 2018 Technical Memorandum to insure the selected alternative remains current and prudent to proceed with design and implementation.

b. Engineer will prepare a basis of design memorandum to include the following items:

- Summary of project construction scope
- Findings from field reconnaissance
- Design criteria
- SCADA integration needs
- CMMS contract maintenance needs
- Conceptual design layout
- Preliminary opinion of probable construction costs (OPCC)
- Develop projected schedule of construction.

f. Basis of Design Memorandum shall also serve as the Preliminary Engineering Report to be submitted for SC DHEC review as detailed in Task 600.

TASK 300 – SURVEY AND UTILITY MAPPING

Surveying and Utility Mapping is not included in this scope of services. Engineer will provide information to City to enable City survey staff to conduct survey of the affected sites.

TASK 400 - GEOTECHNICAL INVESTIGATION

Geotechnical Investigation is not included in this scope of services.

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TASK 500 – FINAL DESIGN

510. Project Plans and Specifications

Engineer will prepare drawings and specifications depicting the scope, extent, and character of the materials to be provided and the work to be performed by an installation Contractor. One set of contract documents will be provided to the City to be used to solicit bids for the construction of the project. The Contract Documents shall consist of and include the following:

a. Detailed plan and section drawings on 22”x34” plan sheets
b. Relevant features impacting construction.
c. Design and construction details.
d. Sediment and erosion control details (if necessary).
e. Traffic control plans (if necessary)
f. Existing pipe demolition/abandonment as needed.
g. CMMS delivery and equipment maintenance requirements.
h. Specifications coordinated with the City’s standard contract documents.
i. Special conditions related to permit requirements.
j. Material specifications including the minimum installation requirements.
k. City will provide the standard contract, advertisement, general conditions, supplemental condition, bid form, City procurement program requirements, etc. Engineer will provide the technical specifications, bid quantities, measurement and payment items and special provisions.
l. Upon approval of the 100% submittal, Engineer will provide one set of signed and sealed bid plans, a CD containing PDF’s of the signed and sealed drawings, one sided copy of unbound technical specifications and final opinion of probable construction costs in digital format to match the bid tab item list.

520. Opinion of Probable Construction Cost and Schedule

Engineer will submit an opinion of probable cost for the Project including construction costs, contingencies and other related items at the 90% design submittal. Since Engineer has no control over the cost of labor, materials, equipment or the Contractors’ methods of determining price or competitive bidding, the Engineer cannot and will not guarantee that proposals, bids, or the project construction costs will not vary from the opinion of probable construction costs.

530. Design Reviews

As part of the Basic Design Services, the Engineer shall produce interim documents for the purpose of review by Owner’s staff and Engineer’s quality control. The interim

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documents shall serve as milestones wherein certain features shall be fixed after a period of Owner review. The purpose of the interim documents and fixing certain features shall be to communicate the design progress and avoid later revisions that would impact design efficiency and Project cost and schedule. Changes made after fixing features will be considered Supplemental Services.

a. Engineer will conduct an Internal Technical Review using the Engineer's Quality Management System (QMS) program.

b. After each Internal Technical Review, Engineer will provide the City copies of plans and specifications for the Project for review and approval at the Level 1 (50%) and Level 3 (90%) completion milestones. Engineer will meet with the City during these milestones to discuss the project and review comments. Supplemental conference calls will be held if needed to ensure milestones are met. Engineer will make corrections as requested by the City.

c. Upon approval by the City, plans and technical specifications and any permits obtained will be submitted to the City for production during the bidding process.

d. Engineer to provide four (4) hard copies of design documents for review one week prior to design review meeting.

TASK 600 – PERMITS AND PROPERTY

610. Property and Right-of-Way Assistance

The Engineer assumes entire project site is located within the City-owned property at the Columbia Metro Wastewater Treatment Plant. No property and right-of-way assistance is included in this scope of services.

620. Permits

a. Construction Permit: Upon City approval of the Level 3 (90%) completion documents, Engineer will submit copies of the project plans and specifications for final review and approval by the South Carolina Department of Health and Environmental Control (SCDHEC). Engineer will provide all required submittal copies and respond to all inquiries by SCDHEC. The City is responsible for all fees associated with the construction permit approval process.

b. Stormwater Permit: A stormwater permit is not anticipated to be required for this project.

c. Roadway Encroachment Permits: This scope does not include roadway encroachment permits.

d. Railroad Permits: This scope does not include railroad permits.

e. If it is determined that additional permitting is required, the Engineer will request permitting services under additional services.

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TASK 700 – BIDDING AND AWARD

710. Bidding Assistance

a. Engineer will provide services during the bidding phase to include attending a pre-bid conference, providing technical interpretation of the bid documents, issuing addenda, assisting with responses to requests for information (RFI's), attending the bid opening.

b. It is assumed that the duration of the Bid Period will be forty-five days (45) days and that the City will distribute the bid documents. An additional thirty (30) days is assumed from selection of the Contractor to the issuance of a Notice to Proceed.

c. While a formal prequalification is not anticipated, Engineer will work with the City to include qualification requirements in the Specifications that will be submitted by the bidders with the bids.

720. Award Recommendation

Engineer will review bids received and assist City in evaluating the bids and recommending award of the construction contract.

TASK 800 – ENGINEERING SERVICES DURING CONSTRUCTION

810. General Administration of Construction Contract

a. Engineer will provide general services during construction as described herein. In the performance of its services during the Construction Services, Engineer shall not supervise, direct or have control over Contractor's work nor shall Engineer 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's, or for any failure of the Contractor's compliance with laws, rules, regulations, ordinances, codes or orders applicable to the Contractors.

b. Administration of Construction Contract: As part of general administration of the construction contract, Engineer will consult with and advise the City and act as its representative during the construction period. Engineer will provide Contract Administration and general services required for the Project, including:

- As City's representative for the duration of the construction Contract, all communications to and from the Contractor shall go through the Engineer. On behalf of the City, Engineer will administer the construction contract, respond to Contractor's correspondence, and issue instructions from the City.
- Construction meetings: Hold a preconstruction meeting and monthly progress meeting that will address critical schedule requirements, payment procedures, emergency procedures, schedule updates, coordination issues, change orders, quality assurance testing approvals, and any other issues related to completion of the project. Meetings included in this scope of services are:
    - One (1) preconstruction meeting.

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- Three (3) construction progress meetings.

820. Submittal and Pay Application Review

a. Show Drawing Review: Engineer will review and approve (or take other appropriate action with respect to) Shop Drawings and samples, the results of tests and inspections, and other data that the Contractor is required to submit for conformance with the design concept of the Project and compliance with the information given in the Contract Documents and transmit them to the City with written comments.

b. Request for Information (RFI): Engineer will review and respond to Contractor's RFI as they relate to the Contract requirements.

c. Preparation of Design Clarifications: Engineer will issue necessary interpretations and clarifications of the contract documents; have authority, as the City's representative, to require special inspection or testing of the work; act as initial interpreter of the requirements of the contract documents and judge of the acceptability of the work thereunder, and make decisions on all claims of the City and Contractor relating to the acceptability of the work or the interpretation of the requirements of the contract documents pertaining to the execution and progress of the work.

d. Testing Results: Engineer will review testing results of test required by contractor for contract compliance and comment on any results that appear to be out of compliance.

e. Review of Applications for Payment: Based on on-site observations and review of the application for payment with the accompanying data and schedules, Engineer will review the amounts payable to Contractor on a monthly basis. Engineer will then forward applications for payment to the City for payments due to Contractor.

830. Change Management

a. Change Orders and Time Extensions: Engineer will provide services in connection with change orders to the Construction Contract to reflect minor changes or deletions required by the City Engineer or the Contractor and make revisions to Drawings and Specifications occasioned thereby. An accurate listing of additional costs and credits as a result of change orders will be maintained by the Engineer. Upon receipt of a requested change order, Engineer will review it in detail and then discuss it with the City, and, together, will determine the manner in which to proceed. Larger changes or claims asserted by Contractor and major redesigns required by the City or Contractor may require additional analysis or evaluation beyond the scope of this Contract.

840. Completion Monitoring & Documentation

a. Quality Assurance Testing: No quality assurance testing is included in this scope of services.

b. Site Visits - Project design team personnel with particular areas of responsibilities for the Project shall visit the site to observe construction and to confer with City and

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Contractor. This scope includes three (3) site visits at four (4) hours per visit by the Project Engineer.

c. Final Inspections: Engineer will perform the following:

- Conduct a walk-through inspection with the Contractor and the City to determine if the Project has reached substantial and/or final completion.
- Prepare a punch list of work items remaining.
- Conduct one final inspection to determine if the work is acceptable, so that Engineer may recommend, in writing, final payment to Contractor and may give written notice to the City and the contractor that work is acceptable.
- Observe the work of the Contractor to determine that it has been completed in substantial accordance with respect to the Contract Documents prepared by the Engineer.

850. Periodic Construction Observation

a. Engineer's project representative will visit the site to observe the progress and quality of the executed work of the Contractor to determine, in general, if such work is proceeding in accordance with the contract documents. During Engineer's visits, and on the basis of on-site observations, Engineer will keep the City informed of the progress of the work, will endeavor to guard the City against deducts and deficiencies in such work, and may recommend to the City disapproval or rejection of work failing to conform to the Contract Documents.

b. This scope of services includes up to ten (10) site visits at four (4) hrs per visit for the purposes of Periodic Construction Observation.

TASK 900 – FULL TIME CONSTRUCTION INSPECTION

Full time construction inspection is not included in this scope of services.

TASK 1000 – PROJECT CLOSEOUT

1010. Record Drawings

Engineer will prepare Record Drawings showing those changes made during the construction process, based on the marked-up prints, shop drawings, drawings, and other data furnished by Contractor to Engineer and data furnished by surveyor. The record prints shall also incorporate the Resident Field Representative's observation of changes made during construction. Engineer will prepare record drawings in electronic format as approved by the City and in accordance with the City's record drawing standards. The final record drawings will be delivered in electronic format on a DVD and uploaded to SharePoint project site along with all project documentation.

1020. Punch List, Final Inspection, and Final Notice of Acceptability of the Work

See Task 840.

Attachment: Black&VeatchSS7481 (6109 : SS7481 Metro WWTP Flow Metering Improvements)

1030. O&M Submittals

At the conclusion of the project, Engineer will receive, review and transmit to the City with O&M manuals, guarantees, Bonds, and certificates there required by the contract documents and provided by the contractor.

1040. Final Notice of Acceptability of the Work

See Task 840 of this Contract. Based upon periodic observation, observation during a final walk through of the project site, and construction records, the Engineer will provide written notice to the City when the Engineer deems the work to be complete and acceptable.

1050. Project Closeout Permitting

a. SCDHEC Final permits to operate: Engineer will prepare and submit requests for a final permit to operate to SCDHEC upon completion of the project. Permit to operate requests to include engineer's certification letter, owner's acceptance letter, applicable testing results and record drawings documenting changes made during construction when required.

TASK 1100 - ADDITIONAL SERVICES

The City reserves the right to amend this Contract so that Engineer may furnish additional services if specified in the Task Order. For additional services rendered, compensation to the Engineer shall be negotiated with the City. No additional services will be performed without written approval from the City.

Additional services that are not included in this scope of services that the City might choose to add include, but are not limited to, the following items.

a. General:
   - 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).
   - Security Assessments.
   - Renderings or photo realistic drawings.
   - Supplemental engineering work required to meet the requirements of regulatory or funding agencies that become effective subsequent to the date of this agreement.
   - 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.

b. Environmental Assessment:
   - Environmental assessment reports and/or environmental impact statements.
   - Flood Study or Flood Impact Analysis.
   - Cultural resources and/or archaeological study and reports.
   - Archaeological consultations regarding artifacts that may be uncovered during construction.

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c. Testing:
   - Quality control testing services during construction not specifically included in scope of services.
   - Observing factory tests and/or field retesting of equipment that fails to pass the initial test.

d. Hazardous Environmental Conditions:
   - Remedial investigation/feasibility study or Phase I environmental site assessment to determine the quantity and location of contamination.
   - Conduct asbestos or lead based paint abatement or other hazardous material abatement of existing facilities.

e. Public Outreach and Notifications
f. Geotechnical and subsurface utility investigations
g. Field surveying.
h. Permitting fees.
i. Property and easement acquisition.

CITY RESPONSIBILITIES

The City will furnish, as required by the work and not at the expense of the Engineer, the following items:

a. 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.
b. Access to public and private property when required in performance of the Engineer's services.
c. 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).

Attachment: Black&VeatchSS7481 (6109 : SS7481 Metro WWTP Flow Metering Improvements)

EXHIBIT B
PROJECT SCHEDULE
BLACK & VEATCH CORPORATION
METRO WWTP FLOW METERING IMPROVEMENTS (SS7481)

The overall project schedule from design through end of construction is approximately 9 months. Engineer proposes to perform the services as detailed in the Scope of Services per the schedule outlined below:

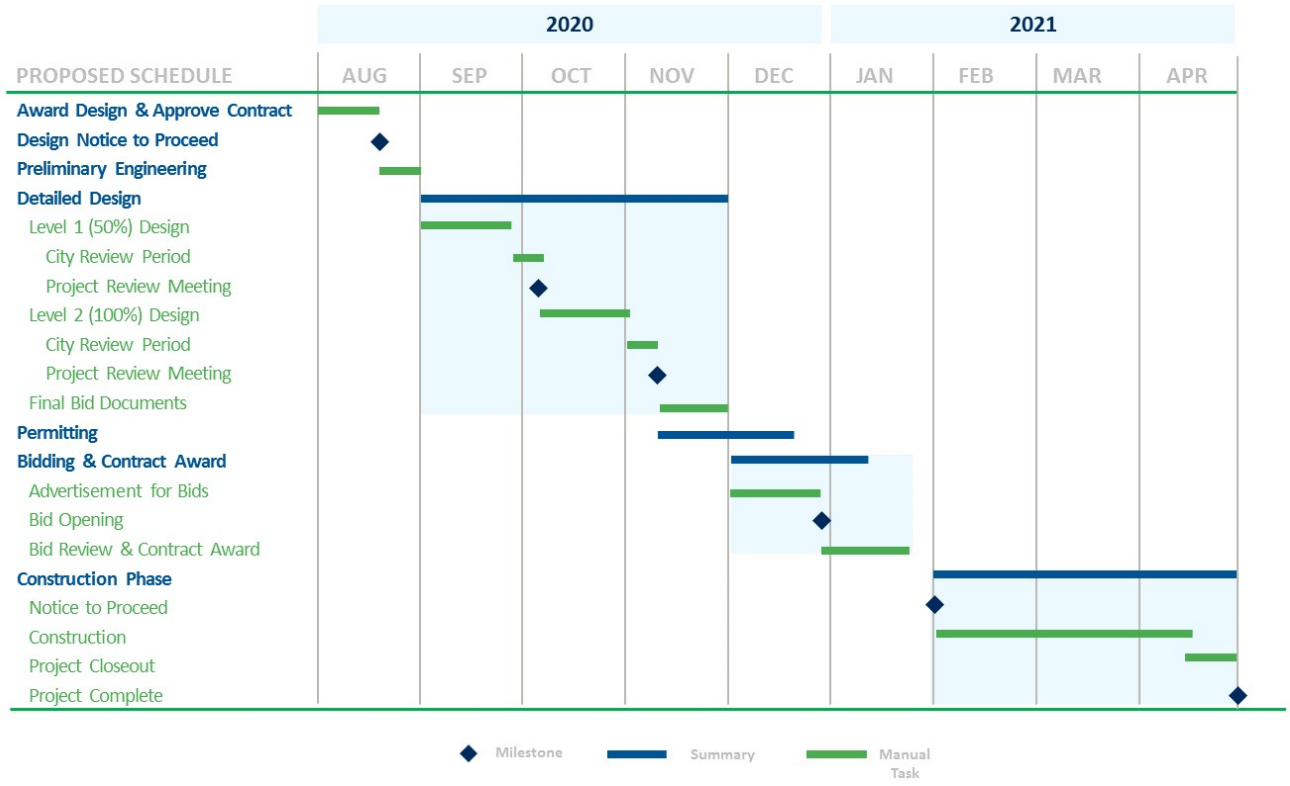

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EXHIBIT C
COMPENSATION
BLACK & VEATCH CORPORATION
METRO WWTP FLOW METERING IMPROVEMENTS (SS7481)

A. For the services outlined in Exhibit A of this Task Order, the City agrees to pay the Engineer a lump sum amount of $75,006. An estimated breakdown of the consultant and protégé subconsultant fees for each task is shown in the following table:

Task	Description	Consultant	Subconsultant	Total
Lump Sum Tasks 100-700				
100	Project Administration	$3,641	$2,400	$6,041
200	Preliminary Design	$3,915	$3,600	$7,515
500	Final Design	$20,794	$6,480	$27,274
600	Permits and Property	$2,380	$0	$2,380
700	Bidding and Award	$2,560	$1,200	$3,760
800	Engineering Services During Construction	$12,506	$12,256	$24,762
1000	Project Closeout	$3,274	0	$3,274
Total All Tasks		**$49,070**	**$25,936**	**$75,006**
% of Contract to Protégé Subconsultant			**34.6%**	

B. The maximum billed for these services shall not exceed $75,006 as stated above without further authorization from the City. Work on these tasks will begin upon written notification by the City to proceed.

C. For supplemental services, compensation shall be based on the attached hourly rate schedule, plus direct expenses times 1.0, except airfare and travel expenses, which will be billed at cost; plus subcontract billings times 1.05. Direct expenses shall include such items as telephone, fax, computers, reproduction, postage, mileage, equipment, and supplies.

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.

D. 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.

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HOURLY BILLING RATE SCHEDULE
BLACK & VEATCH CORPORATION
METRO WWTP FLOW METERING IMPROVEMENTS (SS7481)

Hourly Billing Rate Schedule	
Category of Personnel	**Billing Rate**
Principal	$280
Client Director	$265
Senior Project Manager	$240
Project Manager	$210
Senior Engineering Manager	$210
Engineering Manager	$180
Civil Engineer III	$150
Civil Engineer II	$135
Civil Engineer I	$110
Senior Process Engineer	$230
Process Engineer II	$180
Process Engineer I	$150
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
Electrical Engineer (Howard Engineering)	$150
Technician (Howard Engineering)	$70
Project Representative (Howard Engineering)	$62

The above listed hourly billing rates are valid for the period of July 1, 2020 through June 30, 2021.

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Exhibit D - Business Information Record for Subconsultants/Subcontractors

The Bidder shall list all subcontractors and vendors, who will be providing subcontracting services, furnishing materials, etc. fo is project. The list shall be submitted in the format provided below. Any proposed changes from the list shall be submitted in writi o 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	$25,936	34.6%	MBE	FB
				%		
				%		
				%		

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 $ 25,936
TOTAL CONTRACT AMOUNT: $ 75,006

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: _____

Business Information for Subconsultants/Subcontractors- Continued

List information for each Subcontractor or Subconsultant below.

Attachment: Black&VeatchSS7481 (6109 : SS7481 Metro WWTP Flow Metering Improvements)

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)

_____
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 #

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

_____
Company Name

Attachment: Black&VeatchSS7481 (6109 : SS7481 Metro WWTP Flow Metering Improvements)

Exhibit E - Invoicing Procedures

1. The City's Project Manager or his/her designee must review all invoices prior to payment.
2. The Consultant's invoice must contain sufficient detail by task and resource and should be easily traceable to the work completed on the project schedule. Descriptions used in the project schedule shall match those descriptions contained in the Consultant's invoice. The work completed on the Consultant's project schedule must be the basis for full or a percentage of payment for work completed on the Consultant's invoice.
3. The work completed on the Consultant's project schedule must be the basis for full or a percentage of payment for work completed on the Consultant's invoice.
4. The Consultant will not request payment for taxes on Professional Services, labor, or installation fees.
5. The Consultant will not invoice, or request payment for any equipment or services that may be specified in this Agreement prior to the delivery of said equipment or performance of said services.
6. The Consultant shall adhere to an agreed-upon delivery schedule for equipment and/or services. This is to ensure that the City does not pay for the advanced delivery of equipment that was not approved for delivery and/or have to warehouse or make space for unanticipated equipment deliveries. Exceptions to this requirement must be approved by the City's designated Project Manager and Purchasing Agent in writing.
7. All invoices shall include a valid Purchase Order number on the bill. If an approved emergency purchases are required for any reason before a purchase order number is available, a copy of the emergency request for purchase should accompany the Consultant's invoice.
8. The Consultant shall name a representative that will be responsible for reviewing all invoicing concerns that the City may have regarding this project.
9. The Consultant shall submit receipts for all actual expenses.
10. Travel expenses including airfare and car rental shall be invoiced at cost, without markup and with approved documentation (Note: This section does not apply to travel within the Columbia region for work being performed for the Agreement. It pertains to ***approved*** travel to and from Columbia if necessary to fulfill the terms of the Agreement.). Travel expenses apply only if applicable and approved by the City.
11. Lodging shall be invoiced up to the per diem rate according to the General Services Administration (GSA) rates established at www.gsa.gov, based on the date of travel. Lodging expenses apply only if applicable and approved by the City.
12. Field documents and other equipment/supplies shall be invoiced at cost only, with no markup, and the invoice must be submitted with approved documentation (packing slip/vendor invoice).
13. Other required non-labor expenses that may be applicable to the project and pre-approved by the City's designated Project Manager shall be invoiced at cost only, with no markup, and the invoice must be submitted with approved documentation (packing slip/vendor invoice).
14. Each invoice/payment request shall identify the percentage and dollar amount that will be paid to the Subconsultant and/or vendor for work performed and materials/products furnished. If required, the Consultant shall submit supporting documentation as required by the designated point of contact to support the amount being invoiced.
15. The Consultant shall provide the names of the Subconsultants and/or vendors and a description of the work performed in the invoice/request for payment. The Consultant shall also provide a breakdown of the supplies and materials being billed by each Subconsultant and/or vendor and the dollar amount to be reimbursed by the City.

Attachment: Black&VeatchSS7481 (6109 : SS7481 Metro WWTP Flow Metering Improvements)

EXHIBIT F - PROMPT PAYMENT AFFIDAVIT

Consultant will place a check in the appropriate box below that applies to this payment request.
Re: Payment Request No. _____
I, _____ (Name), the _____ (Title - e.g., President, Vice President, etc.) of _____ ("Company"), do state the following with regard to payments made under Contract No. _____ ("Contract"):

1. ____Subconsultant, at the first tier, both DBE and non-DBE, who completed work and were listed for payment on the prior Payment Request No. _____, were paid no later than twenty (20) calendar days after Company received payment from the City.

2. ____Copies of invoices and cancelled checks for Subconsultant at the first tier who were paid under the prior payment request have been delivered or mailed to the Construction Management Division. In addition, Company has attached to the current Payment Request all lien waivers for prior subcontractor payments and any other documentation required by the City. (Failure to attach all required documentation to the Payment Request or forward cancelled checks and invoices to the City's Project Manager may cause the Payment Request to be rejected by City.)

3. ____All retainage amounts withheld from any Subconsultant who satisfactorily completed its portion of the contract work, including punch list items, were paid to the Subconsultant(s) no later than fourteen (14) calendar days after it satisfactorily completed its work, whether or not City has paid said retainage amounts to Consultant. Attach a copy of the cancelled check evidencing payment of each retainage amount.

4. ____There was no delay in or postponement of any payment owed to a Subconsultant, whether periodic payment or retainage amount, except for good cause and after receipt of prior written approval from the City's Project Manager.

Attach a copy of the written approval from the City of Columbia.

_____
Company Name

_____
Signature

_____
Print Name

Date: _____

Subscribed and sworn to before me this ____ day of _____ 20___.

_____
Notary Public

Attachment: Black&VeatchSS7481 (6109 : SS7481 Metro WWTP Flow Metering Improvements)

CITY OF COLUMBIA

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

MENTOR PROTÉGÉ PROGRAM
Implementation Plan

Date: 5/18/2020

Project Number: SS7481

Mentor: Black & Veatch Corporation

Project Name: Metro WWTP Flow Metering

Protégé: Howard Engineering, Inc.

Duration of the Project: 9 mos

Project Contract Amount: $75,006

Protégé Amount: $25,936

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 primarily provide electrical and instrumentation & control design services and construction observation services. 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.*

This phase of the project includes design and construction phase services and will provide an opportunity for the protégé to have a roll in project management and a roll in the technical design of the project. 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.

Attachment: Black&VeatchSS7481 (6109 : SS7481 Metro WWTP Flow Metering Improvements)

CITY OF COLUMBIA

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

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

Mentor:

Mentor: Key personnel includes Don Franklin (Project Manager). B&V currently has the equipment, materials, and insurance to perform the project.

Protégé:

Protégé: Key personnel includes Amy Howard, Principal & Electrical Engineer. HEI currently has the equipment, m

Subcontractors:

n/a

Special Arrangements:

n/a

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

a. Description of Mentor's responsibilities:

Provide design, permitting, and construction phase services for the project improvements; and provide project closeout services after construction is complete.

b. Description of Protégé's responsibilities on project:

Provide engineering design for the electrical and I&C portions of the proposed improvements, and construction phase services including an onsite project representative during construction.

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

Preparation of design documents that will be used to advertise and bid the project for construction. During construction the team will work together to provide construction administration services.

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

Protégé will be utilized during multiple tasks during the project including: Preliminary Design - 1 month. Final Design - 3 months. Bidding and Award - 2 months. Engineering Services During Construction - 3 months.

Attachment: Black&VeatchSS7481 (6109 : SS7481 Metro WWTP Flow Metering Improvements)

CITY OF COLUMBIA

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

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

Review progress for each deliverable with project calls during all phases of the project. Complete quarterly M-P reports.

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

Goals include:
Deliver final design documents on-time and on budget.
Work together to provide construction administration services.

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

Project meetings with design team will include:
Kickoff meeting
Level 1 (50%) Design Review Meeting
Level 2 (90%) Design Review Meeting

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

Protégé will be paid on percent complete of lump sum tasks through the bidding phase of the project and by billing rate during the construction phase of the project. 100% of payment for design tasks can be invoiced upon delivery of final design documents.
Invoice and payments to be made on a monthly basis.

Attachment: Black&VeatchSS7481 (6109 : SS7481 Metro WWTP Flow Metering Improvements)

CITY OF COLUMBIA

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

Subcontractor's Name	Telephone	Address	Who will they report to?	Contract Amount	MPP, MBE, WBE, SBE	Percentage of Contract

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

Protégé Contract Value: $25,936

Percentage of Contract: 34.6% (Minimum of 20% of total contract amount is required)

Attachment: Black&VeatchSS7481 (6109 : SS7481 Metro WWTP Flow Metering Improvements)

CITY OF COLUMBIA

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

MENTOR-PROTEGE IMPLEMENTATION PLAN SIGNATURE SHEET

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

EXECUTED by Black & Veatch Corp (Mentor Firm) this 28 day of May 2020
Corporate SEAL

By: William J. Wells, P.E.
Title: Associate Vice President

ATTEST:
By: Don Franklin, P.E.
Title: Senior Engineering Manager

EXECUTED by Howard Engineering, (Protégé Firm) this 28 day of May, 2020.
Corporate SEAL
By: Amy Howard, P.E.
Title: President

ATTEST:
By: Donald J. Howard, Jr.
Title: Secretary Treasureer

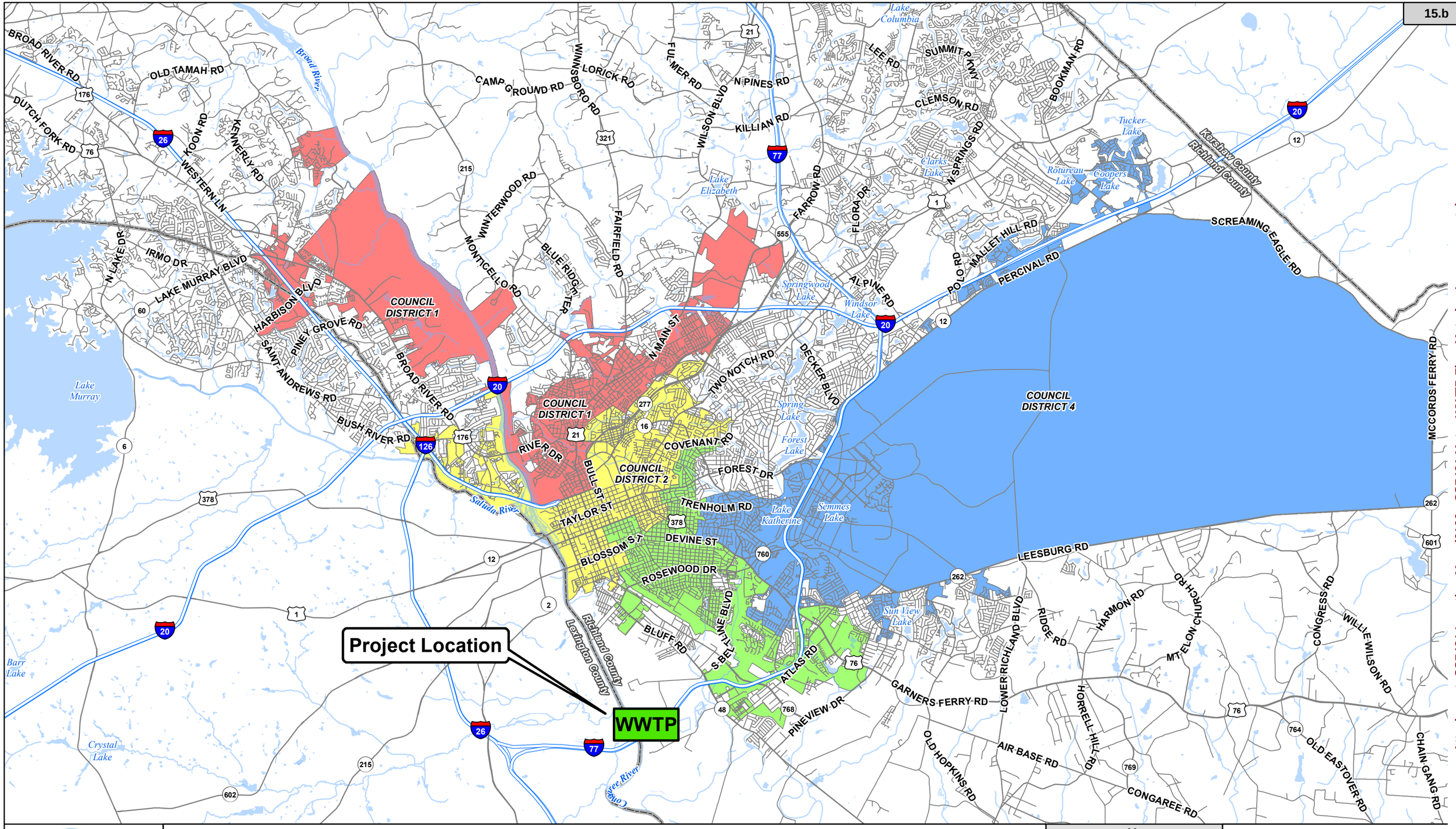
RECOMMENDED FOR APPROVAL:

EXECUTED by the Department of Utilities & Engineering, Compliance Division on this 2 day of June, 20 20.

By: Juliet M. Nelly

Title: Program Compliance Administrator

Attachment: Black&VeatchSS7481 (6109 : SS7481 Metro WWTP Flow Metering Improvements)



Clean Water 2020
Columbia's Clear Vision For Clean Water

We Are Columbia

JBB: JULY 1, 2014
CW2020\Production_Maps\ProjectLocation_Maps\MetroWWTP.mxd

Metro WWTP
City Council District 1
City Council District 2
City Council District 3
City Council District 4

N

1 in = 2 miles

0 0.5 1 2 3 Miles

Metro WWTP Location Map

Prepared For: Cle

Attachment: SS7481 Location Map (6109 : SS7481 Metro WWTP Flow Metering Improvements)

We Are Columbia

MEETING DATE: **September 15, 2020**

DEPARTMENT: **Procurement and Contracts**

FROM: ***Sandra Wright, Purchasing Agent***

SUBJECT: **Council is asked to approve Contract Amendment #1 for Project SD8438; Queen Street Drainage & Detention Phase II, as requested by Columbia Water. Award to Black & Veatch Corporation in the amount of $98,500.00. This firm is located in Columbia, SC.**

REQUISITION NO.: **R200066**

FUNDING SOURCE & ORIGINAL BUDGET: **Funding Source: Stormwater Improvement Capital Project Control (5549999-SD843801-658650). The original budget amount for this amendment is $98,500.00. The total revised budget amount is $346,300.00.**

BUSINESS PROGRAM: **Mentor Protege Program**

CLEAN WATER 2020?: **No**

FOCUS AREAS: **Economic Prosperity - Endless Possibilities**

PURPOSE:

This is a Mentor Protégé Program project. Black and Veatch Corporation is the Mentor and will provide technical consulting services, permitting, final design, analysis, survey and utility mapping services at 77.4% ($268,168.00) of the revised total contract amount. Civil Engineering Consulting Services, Inc., a Minority Business Enterprise (W), of Columbia, SC is the Protégé and will assist with final design, permitting assistance, and property correspondence services at 22.6% ($78,132.00) of the revised total contract amount.

The above referenced Amendment is to compensate Black & Veatch Corporation for the analysis, final design, and construction administration for a new detention pond location; as well as additional design and permitting for a new conveyance and outfall. The total revised contract amount including this Amendment is $346,300.00.

Proposed Change and Basis for Payment:

Original Contract Price:	$247,800.00

Current Contract Price:	**$247,800.00**
This Change Amendment #1 (cost change increase/addition):	**$98,500.00**
Revised Contract Price:	**$346,300.00**

ATTACHMENTS:

- SD8438 B&V CA#1 Queen St. Drainage Detention Phase II (PDF)
- SD8438 Location Map (PDF)

Contract Amendment #1

SD8438 Queen Street Drainage & Detention Phase II
RFQ004-17-18- SSL
PO# P182382
Black & Veatch Corporation

August 19, 2020

Description of Change: Request change in Agreement for Engineering Services between the City of Columbia (City) and Black & Veatch Corporation (Engineer) dated January 10, 2020 (Agreement) to compensate the engineer for additional services attached hereto.

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

Proposed Change and Basis for Payment:

Original Contract Price:	$247,800.00
Current Contract Price:	**$247,800.00**
This Change Amendment #1 (cost change increase/addition):	**$98,500.00**
Revised Contract Price:	**$346,300.00**

This Change is Acceptable:

Name of Firm
Black & Veatch Corporation

W. J. Wells
Print Name

Signature

9/3/20
Date

City of Columbia
Office of the City Manager

Teresa Wilson, City Manager

Signature

APPROVED AS TO FORM

Legal Department City of Columbia, SC

8/31/2020

Attachment: SD8438 B&V CA#1 Queen St. Drainage Detention Phase II (6178 : SD8438 Queen Street Drainage & Detention Phase II Contract

Attachment: SD8438 B&V CA#1 Queen St. Drainage Detention Phase II (6178 : SD8438 Queen Street Drainage & Detention Phase II Contract

ATTACHMENT A
TO
SCOPE OF SERVICES

Project Name: **City of Columbia – Queen Street Drainage & Detention Phase II CIP# SD8438**

Engineer: **Black & Veatch Corporation**

SCOPE OF SERVICES AND COMPENSATION

The ENGINEER will provide the scope of services as described below. These items are in addition to the scope of services included in the Agreement between the City of Columbia and Black & Veatch dated January 10, 2020 for the named project.

A. **CONTRACT TERM** - The additional services described below is based a contract term to extend to February 25, 2022.

B. **TASK 100 – EVALUATION AND CONCEPT PHASE ADMINISTRATION** – Evaluation and concept phase administration to include additional services related to coordination meetings as well as project administration of additional design services.

C. **TASK 200 – PRELIMINARY PLANNING, INVESTIGATION AND ALTERNATIVE ANALYSIS –** Preliminary planning, investigation, and alternative analysis to include review of additional stormwater drainage improvements in the Old Shandon neighborhood. Additional services to include the following:

- Concept development and preliminary analysis of new alternatives for drainage improvements of the Queen Street neighborhood after removal of the detention basin located on four (4) parcels (Tax Map Nos. 11409-07-34, 11409-07-35, 11409-07-36, 11409-07-37) near MLK park from the project scope.
- Conceptual analysis of the feasibility of a new detention pond located on four (4) parcels (Tax Map Nos. 11409-07-20, 11409-07-26, 11409-07-27, 11409-07-28) near the intersection of Queen Street/Santee Avenue.
- Update stormwater model for each new alternative.
- Update the existing stormwater model for the area upstream of the new stormwater detention pond location using new inventory data and soil characteristics provided by the City.
- Generate preliminary Opinion of Probable Construction Cost (OPCC) for each new alternative.

D. TASK 300 – SURVEY AND UTILITY MAPPING – Survey and utility mapping to include additional services required to add stormwater drainage improvements in the Old Shandon neighborhood. Additional survey and utility mapping services to include:

- Detailed topographic survey at the following locations where additional improvements are to be made:
  - New stormwater detention pond location located on four (4) parcels (Tax Map Nos. 11409-07-20, 11409-07-26, 11409-07-27, 11409-07-28) near Queen Street and Santee Avenue.
  - A 100-foot wide corridor along Cypress Street extend approximately 1,500 linear located between the intersections of Cypress Street/Meadow Street and Cypress Street/Woodrow Street.
  - A 100-foot wide corridor along Preston Street extending approximately 1,500 linear located between the intersections of Preston Street/Meadow Street and Preston Street/Santee Avenue.
  - A 100-foot wide corridor along the MLK Park drainage channel located at the intersection of Preston Street/Santee Avenue and extending approximately 200 linear feet.
- Contours shall be provided in one (1) foot intervals.
- Locate and provide XYZ coordinates for existing sanitary and storm sewer structures including all underground utilities as marked in the field.

E. TASK 400 – GEOTECHNICAL INVESTIGATION – No changes. Budget in original contract will be used for these services.

F. TASK 500 – DETAILED DESIGN – Detailed design phase to include additional design services required to add new drainage improvements to the existing stormwater drainage network within the Old Shandon neighborhood. Additional detailed design services to include:

- Stormwater model analysis for the proposed stormwater drainage improvements.
- New stormwater detention basin located near the intersection of Queen Street/Santee Avenue.
- Upsize approximately 1,500 linear feet of existing 18-inch diameter stormwater pipe along Cypress Street.
- Upsize approximately 250 linear feet of existing 72” corrugated metal pipe (CMP).
- Add approximately 700 linear feet of new 60-inch diameter stormwater pipe along Preston Street.
- Add new stormwater outfall into MLK Park drainage channel located near the intersection of Preston Street/Santee Avenue.

Attachment: SD8438 B&V CA#1 Queen St. Drainage Detention Phase II (6178 : SD8438 Queen Street Drainage & Detention Phase II Contract

- Addition of technical specifications.
- Update Opinion of Probable Construction Cost (OPCC) to include the additional proposed stormwater drainage improvements.

G. TASK 600 – PERMITS AND PROPERTY – Permits and property services to include additional permitting services required for the stormwater drainage improvements in the Old Shandon neighborhood. Anticipated permits to be obtained include:

- ACOE – Jurisdictional Determination and Nationwide Permit for the new stormwater detention basin.
- SCDOT/City of Columbia – Encroachment Permit for work along SCDOT and City of Columbia roads.
- City of Columbia Stormwater – Land Disturbance and Stormwater Permit for construction of new stormwater drainage improvements.

H. TASK 700 – BIDDING AND AWARD – Bidding and award to include additional services for the new stormwater drainage improvements in the Old Shandon neighborhood.

I. TASK 800 – ENGINEERING SERVICES DURING CONSTRUCTION – No changes. Budget in original contract will be used for these services.

J. SCHEDULE – Completion of the project, including construction and project closeout, is anticipated to be complete by February 25, 2022.

K. COMPENSATION – For the scope of services described above, the Engineer shall be compensated as indicated in the Agreement between City of Columbia and Black & Veatch dated January 10, 2020. Total compensation for this amendment shall not exceed $98,500 without written authorization from the CITY.

A summary of the agreement amounts based on the above changes to the scope of services are presented below:

Task 100 – Evaluation and Concept Phase Administration:	$8,580
Task 200 – Preliminary Planning, Investigation, and Alternative Analysis:	$27,180
Task 300 – Survey and Utility Mapping:	$9,920
Task 500 – Detailed Design:	$44,726

Attachment: SD8438 B&V CA#1 Queen St. Drainage Detention Phase II (6178 : SD8438 Queen Street Drainage & Detention Phase II Contract

Task 600 – Permits and Property:	$6,264
Task 700 – Bidding and Award:	$1,830
Total	**$98,500**

Attachment: SD8438 B&V CA#1 Queen St. Drainage Detention Phase II (6178 : SD8438 Queen Street Drainage & Detention Phase II Contract

CITY OF COLUMBIA

Office of Business Opportunities Compliance
1401 Main Street, 4th Floor | Columbia, South Carolina 29201
Phone: 803-545-4185

Attachment: SD8438 B&V CA#1 Queen St. Drainage Detention Phase II (6178 : SD8438 Queen Street Drainage & Detention Phase II Contract

OBO MPP Change Order/Contract Amendment
Implementation Plan Addendum (IPA)
(Construction or Professional Services)

In Accordance with MPP Guidelines Change Orders/Contract Amendments: If any change order/contract 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.

Change Order = CO Contract Amendment = CA

OBO Verification	CO/CA Amount	Mentor Amount	Mentor Percentage	Protégé Amount	Protégé Percentage
Original Contract:	**$ 247,800**	$ 179,352	72.4%	**$ 68,448**	**27.6%**
CO/CA# 1:	**$ 98,500**	$ 88,816	90.2%	**$ 9,684**	9.8%
CO/CA# 2:	$ 0	$ 0	0%	$ 0	0%
CO/CA# __:	$ 0	$ 0	0%	$ 0	0%
CO/CA# :	$ 0	$ 0	0%	$ 0	0%
This CO/CA: (Increase/decrease)	$ 0	$ 0	0%	$ 0	0%
Revised Contract:	**$ 346,300**	**$ 268,168**	**77.4%**	**$ 78,132**	**22.6%**

Original Project Contract Amount: $247,800 **Protégé Amount:** $68,448.00

MPP Project #/ Name: SD8438 – Queen Street Phase II **CO/CA #:** 1 (Ex: 01, 02)

Change Order/Contract Amendment Amount: $98,500

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

---

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)
3. ☐ **Funding Decrease – Amount** (Please place explanation of decrease in 3A below)

A. **Will the Protégé perform any work within this CO/CA?** ☒ **Yes** ☐ **No** **(If not, go to B)**
- **Amount of Change Order/Contract Amendment to be received by the Protégé:** $9,684.00
- **Please indicate the services the Protégé will be providing for this change order/contract amendment** (in box below):

Final design, permitting assistance, and property correspondence.

B. **If Protégé will not be providing any services on this change order/contract amendment, please indicate why in the box below:**

4. **Revised Scope of Work**

The existing scope and fee included the analysis, final design, and construction administration for a detention pond to be located on property the City planned to purchase. The City has not come to an agreement with the property owner and has decided to pursue another location for detention. The increased funding request includes the fee for the analysis, final design, and construction administration for the new detention pond location. Also, additional modeling is required to understand the surrounding watershed that influences the original design area. Additional design and permitting will be required to design a new conveyance and outfall.

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/contract amendment for this project and were given the opportunity to provide services.

EXECUTED by Black & Veatch Corporation (Mentor Firm) this 15th day of July 20 20.

By: _____ Title: Associate Vice President

Firm Name: Black & Veatch Corporation

EXECUTED by Civil Engineering Consulting Services (Protégé Firm) this 15 day of July 20 20

By: _____ Title: President

Firm Name: Civil Engineering Consulting Services Inc

OBO Statement for the change order/contract amendment:
OBO has reviewed this funding increase contract amendment. The original project contract amount was $247,800.00 the original amount received by the protégé was $68,448.00 or 27.6% of the original contract amount. The revised project contract amount to include, previous change orders and current change order is $346,300.00. The protégé will receive $78,132.00 or 22.6% of the revised total contract amount.

RECOMMENDED FOR APPROVAL: EXECUTED by the Office of Business of Opportunities - Compliance on this 17 day of July, 20 20.

By: Juliet M. Nelly Title: Compliance Program Administrator

*Per the MPP Guidelines: The Mentor will maintain the Protégé's 20% required minimum (or more) of the total contract cost, throughout the duration of the project.

*This information is only required if the change order/amendment is greater than $50,000.00, the amendment must also be approved by City Council.

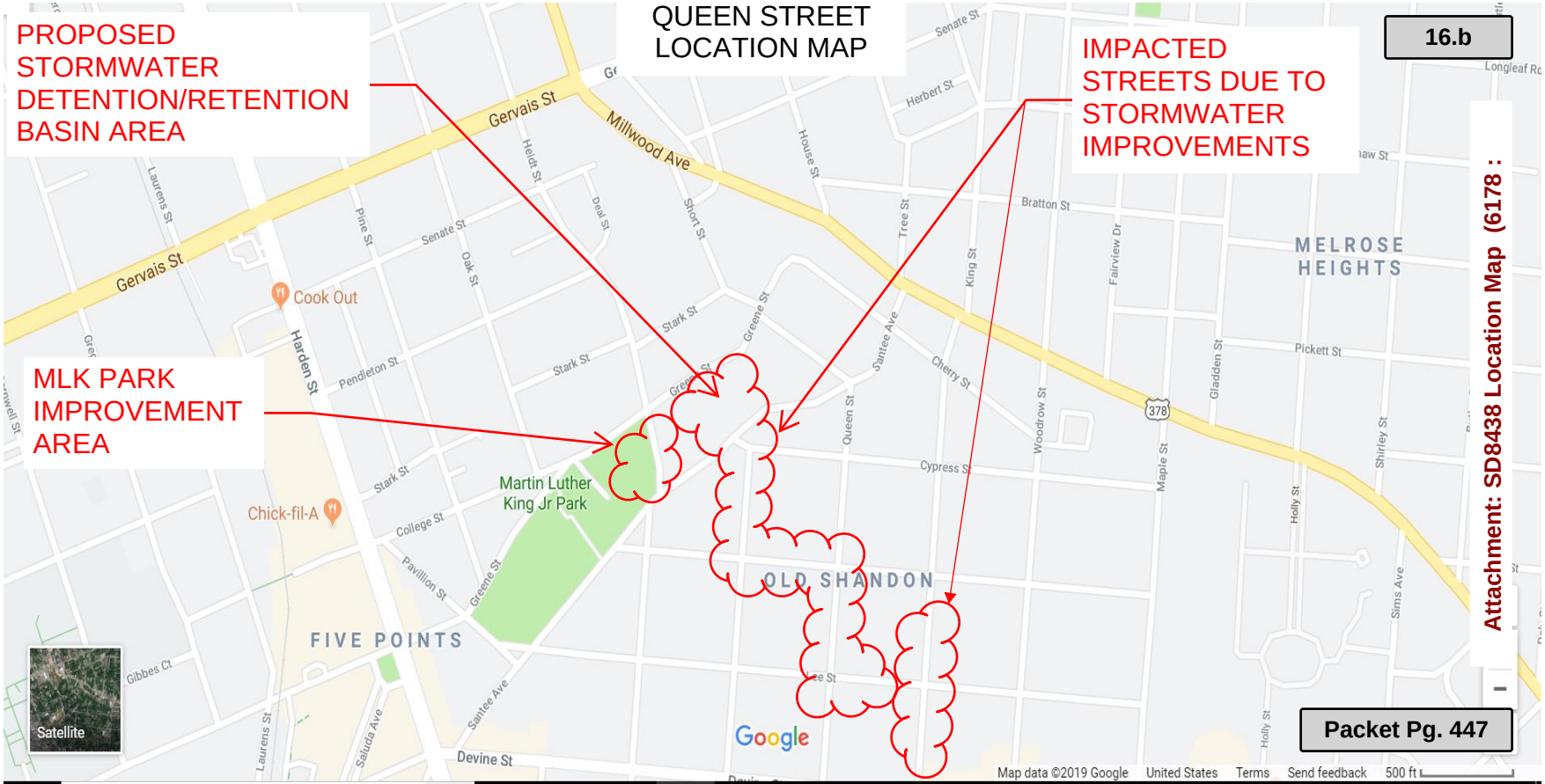
Attachment: SD8438 B&V CA#1 Queen St. Drainage Detention Phase II (6178 : SD8438 Queen Street Drainage & Detention Phase II Contract

QUEEN STREET LOCATION MAP

PROPOSED STORMWATER DETENTION/RETENTION BASIN AREA

MLK PARK IMPROVEMENT AREA

IMPACTED STREETS DUE TO STORMWATER IMPROVEMENTS



Attachment: SD8438 Location Map (6178 :

We Are Columbia

MEETING DATE: **September 15, 2020**

DEPARTMENT: **Procurement and Contracts**

FROM: ***Sandra Wright, Purchasing Agent***

SUBJECT: **Council is asked to approve Contract Amendment #1 for Project SD8468; Upper Wildcat Creek Tributary Watershed Stormwater Infrastructure and Improvements, as requested by Columbia Water. Award to Black & Veatch Corporation in the amount of $89,900.00. This firm is located in Columbia, SC.**

REQUISITION NO.: **R199392**

FUNDING SOURCE & ORIGINAL BUDGET: **Funding Source: Stormwater Improvement Capital Project Control (5549999-SD846801-658650). The original budget amount for this amendment is $89,900.00. The total revised budget amount is $284,100.00.**

BUSINESS PROGRAM: **Mentor Protege Program**

CLEAN WATER 2020?: **No**

FOCUS AREAS: **Economic Prosperity - Endless Possibilities**

PURPOSE:

This is a Mentor Protégé Program project. Black and Veatch Corporation is the Mentor and will provide technical consulting services, analysis, final design, and construction administration services at 80% ($227,260.00) of the revised total contract amount. Civil Engineering Consulting Services, Inc., a Minority Business Enterprise (W) of Columbia, SC is the Protégé and will provide roadway coordination, utility coordination, and construction administration/observation services at 20% ($56,840.00) of the revised total contract amount.

This Amendment also extends the Agreement to December 31, 2021.

Proposed Change and Basis for Payment:

Original Contract Price:	$195,100.00
Current Contract Price:	**$195,100.00**

This Change Amendment #1 (cost change increase/addition):	**$89,000.00**
Revised Contract Price:	**$284,100.00**

ATTACHMENTS:

- SD8468 B&V CA#1 Wildcat Ck. Stormwater Infrastructure Eval Improvements (PDF)
- SD8468 Location Map (PDF)

Contract Amendment #1

SD8468 Upper Wildcat Creek Tributary Watershed
Stormwater Infrastructure Evaluation and Improvements
RFQ004-17-18- SL
PO# P180984
Black & Veatch Corporation

August 19, 2020

Description of Change: Request change in Agreement for Engineering Services between the City of Columbia (City) and Black & Veatch Corporation (Engineer) dated October 10, 2019 (Agreement) to compensate the engineer for additional services attached hereto and to extend the Agreement to December 31, 2021.

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

Proposed Change and Basis for Payment:

Original Contract Price:	$195,100.00
Current Contract Price:	**$195,100.00**
This Change Amendment #1 (cost change increase/addition):	**$89,000.00**
Revised Contract Price:	**$284,100.00**

This Change is Acceptable:

Name of Firm
Black & Veatch Corporation

W. J. Wells
Print Name

Signature

9/3/20
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
8/31/2020

Attachment: SD8468 B&V CA#1 Wildcat Ck. Stormwater Infrastructure Eval Improvements (6179 : SD8468 Upper Wildcat Creek Watershed

ATTACHMENT A
TO
SCOPE OF SERVICES

Project Name: **City of Columbia – Upper Wildcat Creek Tributary Stormwater Infrastructure Evaluation & Improvements**
CIP# SD8468

Engineer: **Black & Veatch Corporation**

SCOPE OF SERVICES AND COMPENSATION

The ENGINEER will provide the scope of services as described below. These items are in addition to the scope of services included in the Agreement between the City of Columbia and Black & Veatch dated October 10, 2019 for the named project.

A. **CONTRACT TERM** - The additional services described below is based a contract term to extend to December 13, 2021.

B. **TASK 100 – EVALUATION AND CONCEPT PHASE ADMINISTRATION** – Evaluation and concept phase administration to include additional services related to coordination meetings as well as project administration of additional design services.

C. **TASK 200 – PRELIMINARY PLANNING, INVESTIGATION AND ALTERNATIVE ANALYSIS –** Preliminary planning, investigation, and alternative analysis to include review of additional stormwater drainage improvements in the Yorkshire neighborhood. Additional services to include the following:

- Concept development and preliminary analysis of new alternatives to achieve a no-flooding scenario in the area downstream of existing 72-inch corrugated metal pipe (CMP) 10840019.
- Update stormwater model for each new alternative.
- Perform confined space entry of existing 72-inch CMP 10840019 to confirm presence of sanitary sewer conflicts and confirm condition of existing pipe and junction structures.
- Provide preliminary Opinion of Probable Construction Cost (OPCC) for each new alternative.

D. **TASK 300 – SURVEY AND UTILITY MAPPING –** Survey and utility mapping to include additional services required to add stormwater drainage improvements in the Yorkshire neighborhood. Additional services to include:

Attachment: SD8468 B&V CA#1 Wildcat Ck. Stormwater Infrastructure Eval Improvements (6179 : SD8468 Upper Wildcat Creek Watershed

- Detailed topographic survey at the following locations where additional improvements are to be made:
  - Area along existing 72-inch CMP located on five (5) parcels (Tax Map Nos. 16412-02-09, 16412-02-10, 16412-02-11, 16412-02-16, 16412-02-17).
  - Area along existing 24-inch RCP located within the road right-of-way near the intersection of Yorkshire Drive/Litchfield Drive.
  - Area along existing 72-inch CMP located on five (5) parcels (Tax Map Nos. 16412-02-03, 16412-03-04, 16412-03-05, 16412-03-06, 16412-03-08).
- Contours shall be provided in one (1) foot intervals.
- Locate and provide XYZ coordinates for existing sanitary and storm sewer structures and all underground utilities as marked in the field.

E. TASK 400 – GEOTECHNICAL INVESTIGATION - No changes. Budget in original contract will be used for these services.

F. TASK 500 – FINAL DESIGN – Detailed design phase to include additional services required to add new stormwater drainage improvements in the Yorkshire neighborhood. Additional services to include:

- Addition of one (1) new junction structure in existing 72-inch CMP 10840019.
- Addition of approximately twenty-five feet of 36-inch pipe between new junction structure and existing stormwater inlet 840025 to create loop in pipe network.
- Cured-In-Place Pipe (CIPP) or Spiral Wound Pipe Renewal (SPR) rehabilitation of approximately 300 LF of existing 72-inch CMP 10840019.
- Modification of existing blind junction structure at downstream end of 72-inch CMP 10840019. Modification is required to provide access at downstream end of pipe during pipe rehabilitation.
- Remove/Realign two (2) sanitary sewer conflicts from existing 72-inch CMP to be rehabilitated in current scope. This will include performing survey to confirm service connections and relocating section of pipe and/or manholes to remove conflicts through CMP which is required to rehab pipe.
- Remove/Realign sanitary sewer conflicts from existing 72-inch CMP 10840019. Number of conflicts unknown until confined space entry is completed. Realignment will include performing survey to confirm service connections and relocating section of pipe and/or manhole to remove conflicts which is required to rehab pipe.

Attachment: SD8468 B&V CA#1 Wildcat Ck. Stormwater Infrastructure Eval Improvements (6179 : SD8468 Upper Wildcat Creek Watershed

- Addition of technical specifications.
- Update Opinion of Probable Construction Cost (OPCC) to include the additional proposed stormwater drainage improvements.

G. TASK 600 – PERMITS AND PROPERTY – Permits and property to include additional services required to permit the additional stormwater drainage improvements in the Yorkshire neighborhood. Anticipated permits to be acquired include:

- SCDOT/City of Columbia – Encroachment Permit for work along SCDOT and City of Columbia roads.
- City of Columbia Stormwater – Land Disturbance and Stormwater Permit for construction of new stormwater drainage improvements.

H. TASK 700 – BIDDING AND AWARD - No changes. Budget in original contract will be used for these services.

I. TASK 800 – ENGINEERING SERVICES DURING CONSTRUCTION – Engineering services during construction to include additional services required to construct the additional stormwater drainage improvements in the Yorkshire neighborhood. Additional services to include onsite representation by Engineer's project protégé, CECS.

J. TASK 1000 – PROJECT CLOSEOUT - No changes. Budget in original contract will be used for these services.

K. SCHEDULE – Completion of the project, including construction and project closeout, is anticipated to be complete by December 13, 2021.

L. COMPENSATION – For the scope of services described above, the Engineer shall be compensated as indicated in the Agreement between the City of Columbia and Black & Veatch dated October 10, 2019. Total compensation for this amendment shall not exceed $89,000 without written authorization from the CITY.

A summary of the agreement amounts based on the above changes to the scope of services are presented below:

Task 100 – Evaluation and Concept Phase Administration:	$8,314
Task 200 – Preliminary Planning, Investigation, and Alternative Analysis:	$35,960
Task 300 – Survey and Utility Mapping:	$540

Attachment: SD8468 B&V CA#1 Wildcat Ck. Stormwater Infrastructure Eval Improvements (6179 : SD8468 Upper Wildcat Creek Watershed

Task 500 – Final Design:	$30,796
Task 600 – Permits and Property:	$1,420
Task 800 – Engineering Services During Construction:	$11,970
Total	**$89,000**

Attachment: SD8468 B&V CA#1 Wildcat Ck. Stormwater Infrastructure Eval Improvements (6179 : SD8468 Upper Wildcat Creek Watershed

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.

Original Project Contract Amount: $195,100 **Original Protégé Amount:** $39,060.00

MPP Project #/Name: SD8468 – Upper Wildcat Creek Tributary Stormwater Infrastructure Evaluation & Improvemnts

Change Order #: 01 (Ex: 01, 02)

Change Order/Amendment Amount: $89,000

Amendment Justification: Provided Below; or Attach (*Justification must include a statement as to why the services could not be completed under the current timeframe or approved funding*) : ☒ Yes ☐ No

The existing scope and fee included the analysis, final design, and construction administration for known stormwater infrastructure deficiencies within the Yorkshire neighborhood. Additional deficiencies and downstream flooding concerns were determined after initial field investigation, survey work, and stormwater modeling efforts were completed. We desire to add this area as defined by the attached scope amendment to perform analysis, final design, and construction administration work.

Change Order/Amendment Type (Please check all that apply)**:**

1. ☐ **No Cost (**Please sign and return form if no cost)
2. ☐ **Time Extension**
3. **X Funding Increase –** (Please continue on to questions 3 A & B below)
   - **A. Will protégé be performing any work within this change order? X Yes ☐ No (If no, skip to B)**
     - **Amount of Change Order/Amendment to be received by the protégé: $ 17,780.00**
     - **Please indicate the services the protégé will be providing for this change order/amendment (in box below):**

Protégé will provide roadway coordination, utility coordination, and construction administration/observation services for the additional work included in in Item #4 below.

   - **B. If Protégé will not be providing any services on this change order/amendment, please indicate why in the box below:**

N/A

Attachment: SD8468 B&V CA#1 Wildcat Ck. Stormwater Infrastructure Eval Improvements (6179 : SD8468 Upper Wildcat Creek Watershed

4. **Revised scope of work** (If scope of work has changed, please indicate the changes in detail below):

Additions to scope of work include:

- Confined space entry of existing 72" CMP (10840019) downstream of current project area to confirm condition and presence of sanitary sewer conflicts. Entry will also be used to confirm condition of downstream blind junction structure.
- Addition of one (1) new junction structure in 72" CMP (10840019).
- Addition of twenty-five feet of 36" pipe between new junction structure and existing inlet (840025) to create loop in pipe network.
- Modification of existing blind junction structure at downstream of 72" CMP (10840019). Modification is required to provide access at downstream end of pipe during rehabilitation.
- CIPP or SPR rehabilitation of approximately 300 LF of existing 72" CMP (10840019).
- Remove/Realign two (2) sanitary sewer conflicts from 72" CMP to be rehabilitated in current scope. This will include performing survey to confirm service connections and relocating section of pipe and/or manholes to remove conflicts through CMP which is required to rehab pipe.
- Remove/Realign sanitary sewer conflicts from 72" CMP (10840019). Number of conflicts unknown until confined space entry is completed. Realignment will include performing survey to confirm service connections and relocating section of pipe and/or manhole to remove conflicts which is required to rehab pipe.
- Addition of onsite representation by CECS during construction to ensure pipe rehabilitation is performed correctly.

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 Patti Osborne (Mentor Firm) this 29 day of June 2020

By: _____ Title: Client Service Director

EXECUTED by Cathey Raad (Protégé Firm) this 24 day of June 2020

By: _____ Title: President

OBO Statement for the change order/amendment:

OBO compliance has reviewed the funding increase and revised scope contract amendment. The original project contract amount was $195,100.00. The original amount received by the protégé was $39,060.00 or 20% of the original contract amount. The revised total contract amount is $284,100.00, which includes the current and any previous change orders for this project. The protégé will receive $56,840.00 or 20% of the revised total contract amount.

RECOMMENDED FOR APPROVAL: EXECUTED by the Office of Business of Opportunities, Compliance Division on this 6 day of July, 2020.

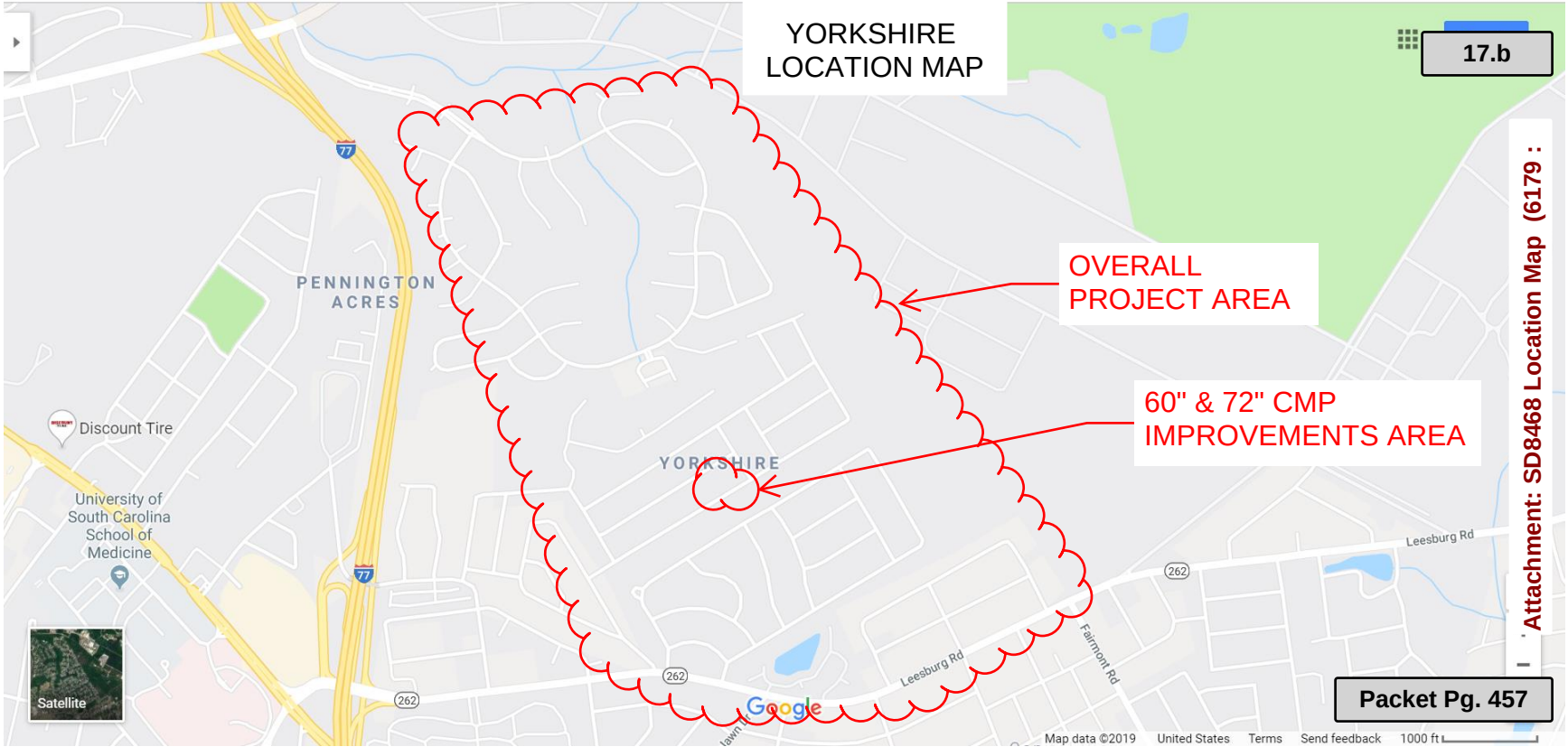
By: Juliet M. Nelly Title: Program Compliance Administrator

***Per the MPP Guidelines: The Mentor will maintain the Protégé's 20% required minimum (or more) of the total contract cost, throughout the duration of the project.

*This information is only required if the amendment is greater than $50,000, and the amendment must be approved by the City Council.

Attachment: SD8468 B&V CA#1 Wildcat Ck. Stormwater Infrastructure Eval Improvements (6179 : SD8468 Upper Wildcat Creek Watershed

YORKSHIRE LOCATION MAP



Attachment: SD8468 Location Map (6179 :

We Are Columbia

MEETING DATE:	**September 15, 2020**
DEPARTMENT:	**Procurement and Contracts**
FROM:	***Sandra Wright, Purchasing Agent***
SUBJECT:	**Council is asked to approve the Purchase of Automated Metering Infrastructure Meters and Registers for the Water Distribution Division, as requested by Columbia Water. Award to Badger Meter Inc., as a Sole Source in the amount of $127,116.00. This vendor is located in Milwaukee, WI.**
REQUISITION NO.:	**R205907 & R205914**
FUNDING SOURCE & ORIGINAL BUDGET:	**Funding Source: Utilities Water Distribution & Maintenance - Meters, Parts, and Supplies (5516203-625600). The original budget amount is $300,000.00.**
CLEAN WATER 2020?:	**No**
FOCUS AREAS:	**Innovative & High Quality Municipal Services**

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

ATTACHMENTS:

- Vendor signed_Badger Meter _Sole Source Agreement_09 01 20_R205907 & R205914 (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. The term of this AGREEMENT is effective as of the latter date of the execution of this AGREEMENT as shown by the signatures of the parties below; upon issuance of a Notice to Proceed; receipt of a valid Purchase Order from the City of Columbia; and approval by the City Council, if applicable. 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.net/procurement-contracts/rules-regulations , or available upon request at the City of Columbia Procurement and Contracts Department, 1800 Main Street, Second Floor, Columbia, S.C., 803-545-3470, 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 **One Hundred Twenty-Seven Thousand, One Hundred sixteen dollars and no/100 ($127,116)** 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

Attachment: Vendor signed_Badger Meter _Sole Source Agreement_09 01 20_R205907 & R205914 (6177 : Badger Meter Inc. Sole Source

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.

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.

Attachment: Vendor signed_Badger Meter _Sole Source Agreement_09 01 20_R205907 & R205914 (6177 : Badger Meter Inc. Sole Source

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

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

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

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

CITY OF COLUMBIA, SOUTH CAROLINA

By: _____

Witness

By: _____

Title: City Manager

Date: _____

Badger Meter, Inc.

By: Rebecca L Loomans
Rebecca L. Loomans, Assistant Secretary

Witness

By: K. Fleming
Korrine L. Fleming

Title: Assistant Secretary

Date: September 1, 2020

APPROVED AS TO FORM

Legal Department City of Columbia, SC

8/10/20

Attachment: Vendor signed_Badger Meter _Sole Source Agreement_09 01 20_R205907 & R205914 (6177 : Badger Meter Inc. Sole Source

R205907

Badger Meter

4545 W Brown Deer Road
PO Box 245036
Milwaukee, Wisconsin 53224-9536
414-355-0400 | 800-876-3837
www.badgermeter.com

July 13, 2020

Ms. Jane Grimshaw
Material Control Clerk, Wastewater Division
City of Columbia
1136 Washington St.
Columbia, SC 29201

RE: Sole Source Letter

Dear Ms. Grimshaw:

This letter will confirm 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, I can be reached by telephone at 800-876-3837 ext. 16220 or via email at bids@badgermeter.com.

Sincerely,

BADGER METER, INC.

Rebecca L. Loomans

Rebecca L. Loomans
Assistant Secretary

Attachment: Vendor signed_Badger Meter _Sole Source Agreement_09 01 20_R205907 & R205914 (6177 : Badger Meter Inc. Sole Source

Exhibit A

Requisition # R205907 & R205914

JUSTIFICATION FOR
SOLE SOURCE PROCUREMENT

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

This Department proposes to procure for the WATER DISTRIBUTION & MAINTENANCE (1) Division,

Advanced metering infrastructure (AMI) Fire Service Assembly Meters. (2)

As well as the R4 Registers for BA1 Model 25 HR-E LCD Meters, 5' and 25' lengths.

as a sole source procurement from BADGER METER (3)

based upon the following justifications Please see the justification attached with all supporting documentation. (4)

This is a priority that we get these ASAP to maintain water supply to the city and to not interrupt city development

because contractors cannot complete construction.

This sole source is valid through June 30, 2021 **Amount $** 127,116.00

UTILITY OPERATION/WATER DIST.& MAINT.		
Department	Signature of Department Head	Date 07/27/2020
	Sandra A. Wright	08/26/20 SIGN HER
	Signature of Purchasing Agent	Date
Form must be route in the order of the signatures		
	Signature of Finance Director	Date 8/31/20
	Signature of Asst. City Manager	Date 07/29/2020
	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.

Attachment: Vendor signed_Badger Meter _Sole Source Agreement_09 01 20_R205907 & R205914 (6177 : Badger Meter Inc. Sole Source

R205914

Columbia Water

Drinking Water • Wastewater • Stormwater

Utility Operations
PO Box 147 | Columbia, SC 29217 | (803) 545-3300

July 13, 2020

To: Joey Jaco, Director of Utility Operations
Sandra Wright, Procurement & Contracts
Clint Shealy, Assistant City Manager – Columbia Water
Mrs. Teresa Wilson, City Manager
City Council of Columbia, SC

From: Jason Shaw, P.E., Water Engineer on behalf of James Johnson, Superintendent of Water Dist. & Maint.

CC: Mack Paul, Assistant Superintendent of Water Dist. & Maint.

Re: Sole Source Justification

Columbia Water, through their Advanced Metering Infrastructure (AMI) project, has contracted with Badger Meter (Badger) to replace or retrofit all existing water meters in the service area over the course of the next three years. During this project and after its completion, Columbia Water will still experience customer growth as part of new development within the Columbia Water's service area. While Badger will be performing installations of existing water meters under the AMI project, Columbia Water is responsible for acquiring and installing new water meters on brand new accounts moving forward. For the following reasons, Columbia Water is choosing to continue purchasing and installing Badger metering equipment on new accounts resulting from customer growth.

As part of the AMI project, Columbia Water went through an extensive and competitive procurement process to receive bids from several AMI vendors. These bids provided a reasonable range of at-or-below market pricing for water meters, of which Badger's products and pricing were determined to give the highest value to Columbia Water.

For new accounts separate from the AMI project, Badger has extended the contracted pricing for meters through the life of the AMI project, ending in March 2022. Furthermore, continuing with Badger reduces risk among the entire service area because Columbia Water is only maintaining one brand of products. If another type of meter is introduced into the system, it will require costly additional effort to ensure proper integration with the rest of the system or it may also require additional hardware and/or software to maintain the new equipment if it fails, ultimately resulting in a loss of expected benefit from AMI.

Attachment: Vendor signed_Badger Meter _Sole Source Agreement_09 01 20_R205907 & R205914 (6177 : Badger Meter Inc. Sole Source

Exhibit B

QUOTATION

Badger Meter

Quotation No. 423791

4545 W Brown Deer Road Milwaukee WI 53223
PO Box 245036 Milwaukee WI 53224-9536
Phone: 800-876-3837 Fax: 888-371-5982

Customer Service Rep:

Revised Date: 06-30-2020

To Carol Sforza

CUSTOMER ID:00390604

CITY OF COLUMBIA
ACCOUNTING DIVISION PO BOX 147

COLUMBIA South Carolina 292170001

Phone: 803-545-0461
Email: carol.sforza@columbiasc.gov

EFFECTIVE DATES:6/5/2019 - 12/31/2020

SALESPERSON	PROPOSAL SUBJECT	SHIPPING TERMS / INCO TERMS	PAYMENT TERMS
007301 James Harris	4", 6" & 8" Fire Service Assemblies	PREPAY/NO CHARGE CPT DESTINATION	NET 30 DAYS

LINE #	DESCRIPTION	QTY	UNIT NET PRICE USD	LINE TOTALS USD
1	RCDL Fire Series Assembly LL (NSF 61-G), 4", Round, External UL/FM Strainer Attached, Less Connections, HRE-LCD Registration, Gallon, 9 Dial - 0.1 Gallon, 9 Dial - 0.01 Gallon, Plastic Shroud / Plastic Lid (Gray) Generic Connectivity, BMI Supplied, Badger Meter Twist Tight Connector, 25 ft Wire, UM1-0018-3900	TBD	$5,350.00	
2	RCDL Fire Series Assembly LL (NSF 61-G), 6", Round, External UL/FM Strainer Attached, Less Connections, HRE-LCD Registration, Gallon, 9 Dial - 1 Gallon, 9 Dial - 0.1 Gallon, Plastic Shroud / Plastic Lid (Gray) Generic Connectivity, BMI Supplied, Badger Meter Twist Tight Connector, 25 ft Wire, UM1-0018-3905	TBD	$6,000.00	
3	RCDL Fire Series Assembly LL (NSF 61-G), 8", Round, External UL/FM Strainer Attached, Less Connections, HRE-LCD Registration, Gallon, 9 Dial - 1 Gallon, 9 Dial - 0.1 Gallon, Plastic Shroud / Plastic Lid (Gray) Generic Connectivity, BMI Supplied, Badger Meter Twist Tight Connector, 25 ft Wire, UM1-0018-3906	TBD	$9,600.00	

Notes and Assumptions:
Due to continuous improvements and redesign of Badger Meter products and technology solutions, Badger Meter reserves the right to provide our newest product solutions as an alternative to the proposed products provided they are in conformance with the requirements of the specifications and do not exceed the prices quoted.

If applicable, sales tax and freight charges will be added at time of invoice.

Actual lead time to be provided at time of order.

THANK YOU FOR YOUR BUSINESS!

This quotation is an offer, made subject to the terms & conditions found on our website: www.badgermeter.com/Company/Legal/Sales-Terms.aspx
Quoted prices are firm for acceptance, via an order, within the effective dates provided, shipping within 60 calendar days past the expiration of this quotation.

Attachment: Vendor signed_Badger Meter _Sole Source Agreement_09 01 20_R205907 & R205914 (6177 : Badger Meter Inc. Sole Source

Water Distributition and Maintenance

FY2021 O Meters Registers
not on the CIP

FY2021 new Contract

Manu. Desc./Part#	Qtys	Unit Cost	Extended Cost	Tax	Total w/ Tax
BADGER 6" FSA METER w/Orion LTE-M Endpoints	10	$ 6,000.00	$ 60,000	$ 4,800.00	$ 64,800.00
BADGER 8" FSA METER w/Orion LTE-M Endpoints	2	$ 9,600.00	$ 19,200	$ 1,536.00	$ 20,736.00
R4 - REGISTRATION FOR: BA1 - MODEL 25 HR-E LCD, CA - FOR CONNECTIVITY TO ORION, 2 - POLYMER LID / POLYMER SHROUD (GREY) Torx Seal Screw, 1 - Standard, 9 Dial - 0.01 Gal, E - 1,000 YX - YR MFG 8D BRCD IN, NONE OUT None, TF - TWIST TIGHT - **5 FT** (MTR, ASSY) N/A B0A - BADGER METER STANDARD (ID=B0A) 0 - NONE 24 PACK DEFAULT 16 Cat String: R4-BA1-E1CA-2B1-9AE-YX-XX-TF-XX-B0A	600	$ 55.00	$ 33,000.00	$ 2,640.00	$ 35,640.00
R4 - REGISTRATION FOR: BA1 - MODEL 25 HR-E LCD, CA - FOR CONNECTIVITY TO ORION, 2 - POLYMER LID / POLYMER SHROUD (GREY) Torx Seal Screw, 1 - Standard, 9 Dial - 0.01 Gal, E - 1,000 YX - YR MFG 8D BRCD IN, NONE OUT None, TJ - TWIST TIGHT - **25 FT** (MTR, ASSY) N/A B0A - BADGER METER STANDARD (ID=B0A) 0 - NONE 24 PACK DEFAULT 16 Cat String: R4-BA1-E1CA-2B1-9AE-YX-XX-TJ-XX-B0A	100	$55.00	$ 5,500.00	$ 440.00	$ 5,940.00
			$ 117,700.00	$ 9,416.00	$ 127,116.00

PRICING IS GOOD UNTIL *12/31/2021*

FSA = $65,536

Registers $61,580 inc. tax

6/5/2020

1 OF 1

C. SFORZA

Attachment: Vendor signed_Badger Meter _Sole Source Agreement_09 01 20_R205907 & R205914 (6177 :

Badger Meter

Domestic Quotation
Quotation No. 3157837

4545 W Brown Deer Road Milwaukee WI 53223
PO Box 245036 Milwaukee WI 53224-9536
Phone: 615-459-8288

Created Date 03-25-2020
Customer ID 00390604

To Carol Sforza
CITY OF COLUMBIA
ACCOUNTING DIVISIONPO BOX 147
COLUMBIA
South Carolina 292170001
Phone(803) 545-0461
Email Carol.Sforza@columbiasc.gov

Effective Dates 06-05-2020 - 12-31-2020

Salesperson	Proposal Subject	Shipping Terms / INCO Terms	Payment Terms
007301 JAMES HARRIS	Proposal_3157837_M25 LCD; 600x 5ft Regs; 100x 25ft Regs	PREPAY/NO CHARGE FCA FACTORY	SPECIAL REQMT

Description	Qty	Unit Net Price USD	Line Totals USD
BMI Part No.: 100-6502 **Description:** R4 - REGISTRATION FOR: BA1 - MODEL 25 HR-E LCD, CA - FOR CONNECTIVITY TO ORION, 2 - POLYMER LID / POLYMER SHROUD (GREY) Torx Seal Screw, 1 - Standard, 9 Dial - 0.01 Gal, E - 1,000 YX - YR MFG 8D BRCD IN, NONE OUT None, TF - TWIST TIGHT - 5 FT (MTR, ASSY) N/A B0A - BADGER METER STANDARD (ID=B0A) 0 - NONE 24 PACK DEFAULT 16 **Cat String:** R4-BA1-E1CA-2B1-9AE-YX-XX-TF-XX-B0A	600	55.00	33,000.00
BMI Part No.: 100-7850 **Description:** R4 - REGISTRATION FOR: BA1 - MODEL 25 HR-E LCD, CA - FOR CONNECTIVITY TO ORION, 2 - POLYMER LID / POLYMER SHROUD (GREY) Torx Seal Screw, 1 - Standard, 9 Dial - 0.01 Gal, E - 1,000 YX - YR MFG 8D BRCD IN, NONE OUT None, TJ - TWIST TIGHT - 25 FT (MTR, ASSY) N/A B0A - BADGER METER STANDARD (ID=B0A) 0 - NONE 24 PACK DEFAULT 16 **Cat String:** R4-BA1-E1CA-2B1-9AE-YX-XX-TJ-XX-B0A	100	55.00	5,500.00

Subtotal - USD	38,500.00
Total Price - USD	38,500.00

Notes and Assumptions

If applicable, sales tax and freight will be added at time of invoice.

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

Thank you for your business!

This quotation is an offer made subject to the terms & conditions found on our website: www.badgermeter.com/Company/Legal/Sales-Terms.aspx
Quoted prices are firm for acceptance, via an order, within the effective dates provided, shipping within 60 calendar days past the expiration of this quotation.

Attachment: Vendor signed_Badger Meter _Sole Source Agreement_09 01 20_R205907 & R205914 (6177 : Badger Meter Inc. Sole Source

We Are Columbia

MEETING DATE:	**September 15, 2020**
DEPARTMENT:	**Procurement and Contracts**
FROM:	***Sandra Wright, Purchasing Agent***
SUBJECT:	**Council is asked to approve an Agreement for Project WM4545; Canal and Lake Murray Water Treatment Plants Filter Improvements, as requested by Columbia Water. Award to Black & Veatch Corporation in the amount of $369,800.00. This firm is located in Columbia, SC.**
REQUISITION NO.:	**R205330**
FUNDING SOURCE & ORIGINAL BUDGET:	**Funding Source: Water and Sewer Capital Projects Canal Water Treatment Plant & Lake Murray Water Treatment Plant Filter Rehabilitation (5529999-WM454501-658650). The original budget amount is $369,800.00.**
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 design, permitting, construction services, and project closeout services at 75.6% ($279,600.00) of the total contract amount. Howard Engineering, Inc., a Minority Business Enterprise (W), of Columbia, SC, is the Protégé and will provide project administration, preliminary design, final design, and engineering services during construction at 24.4% ($90,200.00) of the total contract amount.

There were (25) responses to solicitation RFQ001-19-20-JAG Major and Minor Water Distribution System and Water Treatment Plant Projects.

The service being provided will encompass the following:

Task 100 - Evaluation and Design Phase Project Management and Administration

Task 200 - Preliminary Planning, Investigation, Engineering and Alternate Analysis

Task 500 - Final Design

Task 600 - Permits and Property

Task 700 - Bidding and Award

Task 800 - Engineering Services During Construction

Task 1000 - Project Closeout

The Office of the City Attorney has reviewed the Agreement and the ACM for Columbia Water and the Directors of Utility Operations and Engineering recommend its approval.

ATTACHMENTS:

- Final.Agreement.WM4545CanalLakeMurrayWaterTreatmentPlantsFilterImprovement.Black&Veatchpdf (PDF)
- LocationMap.WM4545Canal&LakeMurrayWaterTreatementPlants (PDF)

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, Category IV Water Treatment Plants.

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 "Consultant"), to evaluate improvements, provide technical consulting as well as construction observation support 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 Consultant shall provide the scope of services more fully described in Exhibit A, attached hereto. The Consultant shall perform any and all incidental services not specifically set forth in Exhibit A, which are necessary to fully complete the scope of services described in Exhibit A.

3. **SUPPLEMENTAL OR ADDITIONAL SERVICES** – The City may require supplemental or additional services of the Consultant or recommended by the Consultant and approved by the City in writing.

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

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4. **TERM OF AGREEMENT** – The term of the Agreement is the date of the execution of a *Notice to Proceed and a valid Purchase Order from the City of Columbia* for an initial term of two (2) 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.

5. **SCHEDULE FOR COMPLETION OF SERVICES** – The Consultant shall complete any and all services performed under this Agreement within the timeframes as outlined in Exhibit B, attached hereto.

6. **COMPENSATION** – (See Exhibit C)

   A. The total compensation to be paid by the City to the Consultant under this Agreement shall not exceed i.e. *Three Hundred Sixty-Nine Thousand Eight Hundred Dollars and No/100 ($369,800.00)*.

   B. The Consultant shall submit invoices no more frequently than monthly for services rendered during each phase of the Project. Each invoice submitted must describe the services for which payment is requested, show payment calculations and specify the person(s) rendering such service(s). Consultant must invoice monthly regardless of work being completed during that period. If no work is completed, a zero balance invoice should be submitted. **Each invoice must also clearly identify any portion of the fee invoiced for subcontracted services, including any such services that are specified in the Summary of Proposed Subconsultants shown on Exhibit D hereto.** Each invoice shall bear the signature of the Consultant, whose signature shall certify that the information contained in the invoice is true and accurate and 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 (See Exhibit E)

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

D. Prompt Payment to Subconsultants and Material Suppliers (Use Prompt Payment Affidavit Exhibit F)

1. The Consultant is required to pay all Subconsultants and material suppliers for all work that the Subconsultant has satisfactorily completed, no later than twenty (20) calendar days after the Consultant has received payment from the City.

2. In addition, all retainage amounts received from the City by the Consultant must be paid by the Consultant to the Subconsultant no later than fourteen (14) calendar days after the Subconsultant has, in the opinion of the City, or designee, satisfactorily completed its portion of the Work.

3. A delay in or postponement of payment to the Subconsultant or material supplier requires good cause and prior written approval of the City or designee.

4. The Consultant is required to include, in each Subcontract, a clause requiring the use of appropriate arbitration mechanisms or other method to resolve all payment disputes.

5. The City will not pay the Consultant for subsequent work performed unless and until the Consultant ensures that the Subconsultants have been promptly paid for the work they have performed under all previous payment requests, as evidenced by the filing of City lien waivers, canceled checks (if requested), and the Consultant's sworn statement that it has complied with the prompt payment requirements.

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The Consultant must submit a Prompt Payment Affidavit, Subconsultant list that identifies each Subconsultant (both Disadvantaged Business Enterprises (DBEs) and non-DBEs) including Subcontract values and the date and amount of the last payment to such Subconsultant(s). That documentation must be provided with every payment request submitted to the City, except for the first payment request.

6. Failure to comply with these prompt payment requirements is a breach of this Agreement. The City reserves the right to pursue any and all remedies permitted under law for breach of contract, including, but not limited to, Consultant debarment.

E. Affirmative Action Procurement and Contracting Goals:

It is the goal of the City of Columbia, SC to maximize opportunities for historically Disadvantaged Business Enterprises (DBEs) including, but not limited to, Small Business Enterprises (SBEs), Minority Business Enterprises (MBEs), and Women-Owned Business Enterprises (WBEs). The City has implemented an overall citywide 15% goal to encourage socially and economically disadvantaged business participation. This goal extends to bidders, contractors, Subconsultants and suppliers on its procurement and contracting offerings.

Additional information on the City's affirmative action goals and objectives may be obtained by contacting the following office: City of Columbia Office of Business Opportunities, 1401 Main Street, 4th Floor, Columbia, SC 29201, (803) 545-3950.

The City's success in tracking the amount of business received by SBE, MBE and WBE firms (whether as a prime Consultant or Subconsultant) is dependent upon the business community partnering with the City in this important endeavor.

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The Consultant must comply with the affirmative action terms and conditions as outlined herein. The Consultant shall in the performance of the Agreement, make constructive efforts to assist the City in complying with best practices in contracting as it relates to meeting affirmative action objectives

F. Subcontracting Goals

Under this Agreement, the subcontracting goals are as follows:

SB Goals	N/A	%
MBE	24.4	%
WBE	N/A	%
LSA	N/A	%

The Consultant will ensure Subconsultant performance during the period of performance, and optional periods as applicable. Achievement of these goals are expected during the life of the Agreement, including any extensions thereof.

7. **MENTOR-PROTÉGÉ PROGRAM** (http://www.columbiasc.net/business-outreach/) – The City of Columbia encourages, where economically feasible, establishment of mentor-protégé relationships to ensure contracting opportunities for all businesses, including minority / women / small business enterprises. The Mentor-Protégé Program (MPP) helps develop private sector business relationships and enhances the contracting capabilities of minority-owned business enterprises (MBE), women-owned business enterprises (WBE), and small business enterprises (SBE). In order to provide opportunities for growth and to encourage hands-on business relationships, certain capital improvement projects may be designated by the City of Columbia as Mentor-Protégé Program projects. The City of Columbia has determined that participation in the City's Mentor-Protégé Program is required for this project. The MPP goals for this requirement are 24.4%.

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The Consultant must comply with Mentor-Protégé Program Guidelines. The Consultant agrees that the Mentor Protégé Program does not create any third-party beneficiary status or contractual rights and/or duties between the City and the Protégé and that the City is not a party to the Implementation Plan. The Consultant agrees that it has or will enter into a separate contractual Agreement with the Protégé to which the City is not a party. The MPP Implementation Plan is attached hereto as Exhibit G.

8. INDEMNIFICATION & INSURANCE

A. The Consultant shall procure and shall maintain during the life of this Agreement, whether such operation be by itself or by a Subconsultant or anyone directly or indirectly employed by either of them, such insurance as required by statute, ordinance, or this Agreement, to adequately protect the City from any claims or damages including bodily injury or death, which may arise during performance and operations under this Agreement.

Each insurance policy required by these instructions shall be endorsed to state that coverage shall not be suspended, voided, OR cancelled by either party, reduced in coverage or in limits, unless thirty (30) days prior written notice has been given to the City.

Workers Compensation Insurance: The Consultant shall procure and shall maintain during the life of this Agreement, Workers Compensation Insurance for all employees to be engaged in work on the project under this Agreement, and in case any work is subcontracted, the Consultant shall require the Subconsultant similarly to provide Worker Compensation Insurance for all of the latter employees to be engaged in such work unless such employees are covered by the protection afforded by the Consultant Worker Compensation Insurance. The Consultant shall not permit any person who is not protected by Workers Compensation Insurance or a properly approved Self-Insured Workers Compensation Program to perform any activity related to this Agreement.

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

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

Automobile Liability Insurance: Five Hundred Thousand Dollars and No/100 ($500,000.00) combined single limit per accident for bodily injury and property damage.

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

C. The Consultant shall indemnify, defend, hold harmless and reimburse the City, its agents, and employees from and against any and all losses, liabilities, expenses, and all claims for damages to the extent caused by the negligence of Consultant, its 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 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.

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The Consultant will also agree to promptly notify the City of any civil or criminal actions filed against the Consultant or of any notice of violation from any federal or state agency, or of any claim as soon as practical as relates to the services provided under this Agreement. The City, upon receipt of such notice, shall have the right at its election to defend any and all actions or suits or to join in defense.

9. PERMITS & LICENSES

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

B. The Consultant shall be responsible for identifying the necessity for and providing any applications and supporting documentation to the City for any approvals and/or permits required of the City in order for the Consultant to perform the services required under this Agreement. Such approvals and/or permits may include, but not be limited to, South Carolina Department of Health and Environmental Control (SCDHEC) Construction Permits, SCDHEC Stormwater Management for Construction Sites Permits, SCDHEC Water Resources Permits, Corps of Consultant Permits, City/County/ South Carolina Department of Health and Environmental Control (SCDOT) Encroachment Permits, encroachment permits for other utility rights-of-way and railroad right-of-way encroachment permits/agreements. The City shall obtain the approvals and/or permits identified by the Consultant and pay any costs relating to same.

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

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

10. **DUTIES UPON TERMINATION** – At termination of this Agreement, the Consultant shall immediately provide the City with all records and data in any format the Consultant is capable of producing and at no cost to the City, which were generated, created or received by the Consultant in performance of the services required by this Agreement or as the City may deem necessary to perform the required services by the City or the 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.

11. **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 Agreement or which is adverse to the interests of the City. The Consultant further covenants that in the performance of this Agreement no person having such interest shall be employed.

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

12. **TERMINATION OF AGREEMENT** – The City may terminate this Agreement at any time upon any of the following grounds:

    A. Failure by the City to appropriate funds for the performance of any of the services required in this Agreement in any annual budget;

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B. The Consultant fails to perform any of the services required in this Agreement and does not correct such deficiency within fifteen (15) days after being notified by the City of such deficiency;

C. Force Majeure;

D. The City, at its sole option and discretion, has the right to terminate this Agreement for any reason whatsoever. A termination for default under this Agreement, if wrongfully made, shall be treated as a termination for convenience under this clause;

E. Upon expiration of the term of this Agreement; and

F. By mutual agreement.

Notice of termination shall be sent by registered mail, return receipt requested. In the event of termination, the Consultant shall only be entitled to the actual direct costs of all labor and material expended on the services required under this Agreement prior to the effective date of the termination or the Engineer shall be entitled to be paid a pro-rata percentage of the total Agreement price which is equal to its percent of completion, whichever of the two methods provides the lowest sum to be paid to the Consultant. In no event shall the Consultant be entitled to anticipatory profit or damages for any termination under this Agreement. In no event shall the Consultant be entitled to assert a claim in quantum merit 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 Consultant or any Subconsultant retained by the Consultant and related to the services required by this Agreement shall be the property of the City and shall not be used by the Consultant for any purpose whatsoever except to perform the services required by this Agreement.

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14. **OWNERSHIP OF PROJECT DOCUMENTS** - All data, documents or other information of any description generated by or used by the Consultant or any Subconsultant retained by the Consultant and related to the services required by this Agreement shall be the property of the City and shall not be used by the Consultant for any purpose whatsoever except to perform the services required by this Agreement.

15. **NOTICE** - All notices and communications in connection with this Agreement will be addressed to the following:

City of Columbia
Name: Office of Procurement and Contracts
Title: Purchasing Agent
Address: 1800 Main Street
Second Floor
Columbia, SC 29201
Phone: (803) 545-3470
Fax: (803) 758-1013
Email: procurement@columbiasc.gov

Black & Veatch Corporation
Name: Robert Osborne, P.E.
Title: Project Manager
Address: 1411 Gervais Street
Columbia, SC 29201
Phone: (803) 413-4537
Email: osbornerr@bv.com

16. **CONSENT DECREE - *Non-Applicable***

A. (Non-Applicable) - The services performed by the Consultant pursuant to this Agreement are required in whole or in part to satisfy the terms of the Consent Decree entered by the United Stated 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 Consultant by the City and is incorporated by reference herein. The Consultant shall perform the services pursuant to this Agreement in conformity with the terms of the Consent Decree as required by Paragraph 5 therein.

Attachment: Final.Agreement.WM4545CanalLakeMurrayWaterTreatmentPlantsFilterImprovement.Black&Veatchpdf (6108 : WM4545 Canal and

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

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

D. T(Non-Applicable) - he Consultant shall reimburse the City the amount of any stipulated penalties imposed on the City pursuant to Paragraph 47 of the Consent Decree if the Consultant neglects, fails, or refuses to meet the deadlines set forth in Exhibit B attached hereto. The Consultant agrees that any failure to meet such deadlines will result in the City's failure to meet the

Attachment: Final.Agreement.WM4545CanalLakeMurrayWaterTreatmentPlantsFilterImprovement.Black&Veatchpdf (6108 : WM4545 Canal and

deadlines set forth in the Consent Decree except in the event of force majeure notice by the Consultant that results in the extension of said deadline by the U.S. Environmental Protection Agency under the Consent Decree. The City reserves all other remedies available for the Consultant failure to perform pursuant to the Agreement.

E. (Non-Applicable) – The Consultant shall perform the services pursuant to this Agreement using sound Consultant practices as set forth in Paragraph 9 of the Consent Decree.

17. MISCELLANEOUS

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

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

C. The Consultant will not assign or sublet its obligations to perform the services required by this Agreement without the written consent of the City. The Consultant shall be as fully responsible to the City for the acts and omission of its Subconsultants, as it is for the acts and omissions of persons directly employed by the Consultant.

The Consultant shall furnish and its Subconsultants shall furnish all information and reports required hereunder.

D. In the event there are any disagreements between the City and the Consultant with regard to any of the requirements, specifications or interpretation of this Agreement, the Consultant agrees to defer to the reasonable interpretations of 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.

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

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

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

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

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.

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J. The Consultant acknowledges, for itself and its Subconsultants, that it is subject to the provisions of the 1991 Ethics Reform Act (8-13-100, et seq, South Carolina Code of Laws, 1976, as amended). Under this Act, "A person may not, directly or indirectly, give, offer, or promise anything of value to a public official, public member, or public employee with intent to:

1. influence the discharge of a public official's, public member's, or public employee's official responsibilities;

2. influence a public official, public member, or public employee to commit, aid in committing, collude in, or allow fraud on a governmental entity; or,

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

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

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

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forth the provisions of this nondiscrimination clause. The Consultant will incorporate these nondiscrimination requirements in all subcontracts for work under this Agreement.

L. This Agreement shall be binding upon the respondent and upon its successors and assignees. This Agreement shall be binding upon the City in accordance with its terms and provisions.

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

N. Every exhibit, schedule and appendix attached to this Agreement and referred to herein is hereby incorporated into this Agreement by reference unless this Agreement expressly provides otherwise. This Agreement, exhibits and other documents include, but are not limited to the Conflict of Interest Statement, Non-collusion Affidavit, Business Information Record for Subconsultants /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.

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

CITY OF COLUMBIA, SOUTH CAROLINA

		Date:_____
Witness	**Teresa Wilson, City Manager**	

BLACK & VEATCH CORPORATION

		Date:_____
Print: Name/Title	**Signature**	

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List of Exhibits

Exhibit A – Scope of Services

Exhibit B – Schedule for Completion of Services

Exhibit C – Compensation

Exhibit D – Business Information Record for Subconsultants/Subcontractors

Exhibit E - Invoicing Procedures

Exhibit F – Prompt Payment Affidavit

Exhibit G – Mentor Protégé Implementation Plan

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EXHIBIT A
SCOPE OF SERVICES
BLACK & VEATCH CORPORATION
CANAL WTP & LAKE MURRAY WTP FILTER REHABILATION (WM4545)

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 design and construction phase services for the project scope described herein.

The Project consists of design and construction phase services for filter rehabilitation and other miscellaneous items located at the Columbia Canal WTP (WTP) and the Lake Murray WTP. Specific components of the Project include:

Canal WTP:

a. Filters 1, 6, 7 and 21 - Remove existing media support cap and replace with newer version. Existing filter media to be re-used.
b. Filter 27 – Remove existing filter underdrain and replace with newer version of underdrain and media support cap. Existing filter media to be re-used.
c. Filter 29 – Remove and replace 24" filter influent valve and retrofit existing actuator on to new valve.
d. East Filters Filter Water Flume – Repair cracks in existing concrete flume.
e. East Filters Settled Water Isolation Valves – Add new isolation valves for two 48" settled water lines.
f. Filter Effluent Turbidimeters – Upgrade existing filter effluent turbidimeters for 27 filters.
g. Finished Water Sample Water Quality Panel – Relocate existing combined finished water sampling panel to sample from the 60" high service line leaving the plant.
h. Finished Water Sample to lab – Route a new sample pipe from combined finished water sample tap to lab.
i. Backup sodium hypochlorite feed system – Repurpose existing FRP storage tanks and add new metering pumps for sodium hypochlorite feed system to operate for a day or two in the even the primary chlorine system is out of service.

Lake Murray WTP:

a. Filters 5-9 – Remove and replace sand and anthracite filter media.
b. Filters 5-10 – Add concrete linings to match existing lining on filters 1-4.
c. Filter 10 – Salvage existing media during installation of concrete linings and reinstall.

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d. Mixed Water Sample Analyzer Panel – Replace two existing mixed water sample panels to monitor pH, chlorine, and streaming current, all within an FRP enclosure.

e. Filter PLC Replacement – Upgrade ten obsolete PLC processors with new updated version. Salvage three PLCs from Filters 1-3 and replace three older PLCs in the plant with the salvaged filter PLCs.

f. Distribution Site Cell Modem – Upgrade three remote site communication hubs for SCADA system with cellular modems.

g. Filter Effluent Turbidimeters – Upgrade 14 existing filter effluent turbidimeters.

h. Chlorine gas line replacement – Replace existing ¾" black iron chlorine gas piping, valves, and filters.

Work shall begin upon execution of this Agreement, and work under any other phase shall proceed only after the City has authorized the Engineer in writing to proceed.

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 – PROJECT ADMINISTRATION

110. General Project Administration

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. As part of project administration, Engineer will:

a. Participate in design review and progress meetings with the City as outlined.

b. Provide progress reports pertinent to the Engineer's scope of services that include a progress summary, invoicing, schedule updates, and subcontractor payments (City of Columbia Form 100). Progress reports will be generated as needed related to the progress of the work but no more than once per month.

c. Plan and perform project quality control and quality assurance.

120. Coordination Meetings

Throughout the course of the project, Engineer will maintain regular contact through the City's staff. Progress meetings include:

a. A kickoff meeting at the beginning of the project.

b. Level 1 Design (30%) review meeting.

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c. Level 3 Design (90%) review meeting.

d. One (1) pre-bid meeting.

Engineer will issue meeting minutes for each meeting.

130. Project Management and Coordination with the City

a. Engineer will communicate with the City through a single point of contact, Engineer's Project Manager.

b. Engineer will adhere to and update schedule as attached to Exhibit C.

140. Mentor-Protégé Program

Engineer and Howard Engineering will provide the following in compliance with the City's Mentor-Protégé Program:

a. Continue existing Mentor-Protégé agreement with Howard Engineering.

b. Update the existing Mentor-Protégé Business Plan per the City's Mentor-Protégé Program Guidelines.

c. Schedule and attend all quarterly development meetings.

d. Comply with deadlines for furnishing information required under the Mentor-Protégé Program.

e. Document and maintain copies of communications between the Mentor and the Protégé.

f. Prepare and submit a quarterly report form to the City of Columbia's Office of Business Opportunities.

TASK 200 – PRELIMINARY DESIGN

210. General Data Collection, Field Reconnaissance and Coordination

a. Engineer will coordinate with the City to obtain existing record drawings and utility mapping in the project area.

b. Field Reconnaissance:

- Engineer shall conduct one (1) initial field site visit to both the Canal WTP & Lake Murray WTP to identify specific physical features associated with the Project. It is assumed the field site visit will be four (4) hours in duration each and include two design team members.

220. Basis of Design Memorandum

a. Engineer will prepare a basis of design memorandum to include the following items:

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- Summary of project construction scope
- Findings from field reconnaissance
- Design criteria
- Conceptual design layout
- Preliminary opinion of probable construction costs (OPCC)
- Develop projected schedule of construction.

b. Basis of Design Memorandum shall also serve as the Preliminary Engineering Report to be submitted for SC DHEC review as detailed in Task 600 and as the basis for procurement of the underdrain materials.

TASK 300 – SURVEY AND UTILITY MAPPING

Surveying and Utility Mapping is not included in this scope of services.

TASK 400 - GEOTECHNICAL INVESTIGATION

Geotechnical Investigation is not included in this scope of services.

TASK 500 – FINAL DESIGN

510. Project Plans and Specifications

Engineer will prepare drawings and specifications depicting the scope, extent, and character of the materials to be provided and the work to be performed by an installation Contractor. One set of contract documents will be provided to the City to be used to solicit bids for the construction of the project. The Contract Documents shall consist of and include the following:

a. Detailed plan and section drawings on 22”x34” plan sheets

b. Relevant features impacting construction.

c. Design and construction details.

d. Sediment and erosion control details (if necessary).

e. Traffic control plans (if necessary)

f. Existing pipe demolition/abandonment as needed.

g. Specifications coordinated with the City’s standard contract documents.

h. Special conditions related to permit requirements.

i. Material specifications including the minimum installation requirements.

j. City will provide the standard contract, advertisement, general conditions, supplemental condition, bid form, City procurement program requirements, etc.

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Engineer will provide the technical specifications, bid quantities, measurement and payment items and special provisions.

k. Upon approval of the 100% submittal, Engineer will provide one set of signed and sealed bid plans, a CD containing PDF's of the signed and sealed drawings, one sided copy of unbound technical specifications and final cost estimate in digital format to match the bid tab item list.

520. Opinion of Probable Construction Cost and Schedule

Engineer will submit an opinion of probable cost for the Project including construction costs, contingencies and other related items at the 30%, 90% and Final design submittals. Since Engineer has no control over the cost of labor, materials, equipment or the Contractors' methods of determining price or competitive bidding, the Engineer cannot and will not guarantee that proposals, bids, or the project construction costs will not vary from the opinion of probable construction costs.

530. Design Reviews

As part of the Basic Design Services, the Engineer shall produce interim documents for the purpose of review by Owner's staff and Engineer's quality control. The interim documents shall serve as milestones wherein certain features shall be fixed after a period of Owner review. The purpose of the interim documents and fixing certain features shall be to communicate the design progress and avoid later revisions that would impact design efficiency and Project cost and schedule. Changes made after fixing features will be considered Supplemental Services.

a. Engineer will conduct an Internal Technical Review using the Engineer's Quality Management System (QMS) program.

b. After each Internal Technical Review, Engineer will provide the City copies of plans and specifications for the Project for review and approval at the Level 1 (30%) and Level 3 (90%) completion milestones. Engineer will meet with the City during these milestones to discuss the project and review comments. Engineer will make corrections as requested by the City.

c. Upon approval by the City, plans and technical specifications and any permits obtained will be submitted to the City for production during the bidding process.

d. Engineer to provide four (4) hard copies of design documents for review one week prior to design review meeting.

TASK 600 – PERMITS AND PROPERTY

610. Property and Right-of-Way Assistance

No property and right-of-way assistance is included in this scope of services.

620. Permits

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a. Construction Permit: Upon City approval of the Level 3 (90%) completion documents, Engineer will submit copies of the project plans and specifications for final review and approval by the South Carolina Department of Health and Environmental Control (SCDHEC). Engineer will provide all required submittal copies and respond to all inquiries by SCDHEC. The City is responsible for all fees associated with the construction permit approval process.

b. Stormwater Permit: The scope assumes a Notice of Intent (NOI) Application for Stormwater Discharges from Construction Activities (sediment and erosion control permit) will be required by Richland County. Upon City approval of the Level 3 (90%) completion documents, Engineer will prepare a Stormwater Pollution Prevention Plan (if required) and NOI application for submittal and approval by Richland County. Engineer will provide all required submittal copies and respond to all inquiries by Richland County. The City is responsible for all fees associated with the NOI approval process.

c. Roadway Encroachment Permits: This scope does not include roadway encroachment permits.

d. Railroad Permits: This scope does not include railroad permits.

e. If it is determined that additional permitting is required, the Engineer will request permitting services under additional services.

TASK 700 – BIDDING AND AWARD

710. Bidding Assistance

a. Engineer will provide services during the bidding phase to include attending a pre-bid conference, providing technical interpretation of the bid documents, issuing addenda, assisting with responses to requests for information (RFI's), attending the bid opening.

b. It is assumed that the duration of the Bid Period will be forty-five days (45) days and that the City will distribute the bid documents. An additional thirty (30) days is assumed from selection of the Contractor to the issuance of a Notice to Proceed.

c. While a formal prequalification is not anticipated, Engineer will work with the City to include qualification requirements in the Specifications that will be submitted by the bidders with the bids.

720. Award Recommendation

Engineer will review bids received and assist City in evaluating the bids and recommending award of the construction contract.

TASK 800 – ENGINEERING SERVICES DURING CONSTRUCTION

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810. General Administration of Construction Contract

a. Engineer will provide general services during construction as described herein. In the performance of its services during the Construction Services, Engineer shall not supervise, direct or have control over Contractor's work nor shall Engineer 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's, or for any failure of the Contractor's compliance with laws, rules, regulations, ordinances, codes or orders applicable to the Contractors.

b. Administration of Construction Contract: As part of general administration of the construction contract, Engineer will consult with and advise the City and act as its representative during the construction period. Engineer will provide Contract Administration and general services required for the Project, including:

- As City's representative for the duration of the construction Contract, all communications to and from the Contractor shall go through the Engineer. On behalf of the City, Engineer will administer the construction contract, respond to Contractor's correspondence, and issue instructions from the City.
- Construction meetings: Hold a preconstruction meeting and monthly progress meeting that will address critical schedule requirements, payment procedures, emergency procedures, schedule updates, coordination issues, change orders, quality assurance testing approvals, and any other issues related to completion of the project. Meetings included in this scope of services are:
  - One (1) preconstruction meeting.
  - Eight (8) construction progress meetings.

820. Submittal and Pay Application Review

a. Show Drawing Review: Engineer will review and approve (or take other appropriate action with respect to) Shop Drawings and samples, the results of tests and inspections, and other data that the Contractor is required to submit for conformance with the design concept of the Project and compliance with the information given in the Contract Documents and transmit them to the City with written comments.

b. Request for Information (RFI): Engineer will review and respond to Contractor's RFI as they relate to the Contract requirements.

c. Preparation of Design Clarifications: Engineer will issue necessary interpretations and clarifications of the contract documents; have authority, as the City's representative, to require special inspection or testing of the work; act as initial interpreter of the requirements of the contract documents and judge of the acceptability of the work thereunder, and make decisions on all claims of the City and Contractor relating to the acceptability of the work or the interpretation of the requirements of the contract documents pertaining to the execution and progress of the work.

d. Testing Results: Engineer will review testing results of test required by contractor for contract compliance and comment on any results that appear to be out of compliance.

e. Review of Applications for Payment: Based on on-site observations and review of the application for payment with the accompanying data and schedules, Engineer will review the amounts payable to Contractor on a monthly basis. Engineer will then forward applications for payment to the City for payments due to Contractor.

830. Change Management

a. Change Orders and Time Extensions: Engineer will provide services in connection with change orders to the Construction Contract to reflect minor changes or deletions required by the City Engineer or the Contractor and make revisions to Drawings and Specifications occasioned thereby. An accurate listing of additional costs and credits as a result of change orders will be maintained by the Engineer. Upon receipt of a requested change order, Engineer will review it in detail and then discuss it with the City, and, together, will determine the manner in which to proceed. Larger changes or claims asserted by Contractor and major redesigns required by the City or Contractor may require additional analysis or evaluation beyond the scope of this Contract.

840. Completion Monitoring & Documentation

a. Quality Assurance Testing: Through a subcontract, Engineer will serve as Owner's representative to conduct, evaluate, and report on tests and test analysis for materials including concrete, soil, soil compaction, asphalt, and any other subjects that may be required by the specifications and good construction practices. This scope of work is based on the engineering providing the following estimated quality control testing:

- Grout cube compression tests for four (4) sets of cubes.
- Onsite inspection of grout pours

f. Site Visits - Project design team personnel with particular areas of responsibilities for the Project shall visit the site to observe construction and to confer with City and Contractor. Bi-weekly (once every two weeks) visits to the Project site (in addition to the construction progress meetings) are included. This scope includes twelve (12) site visits at four (4) hours per visit by the Project Engineer.

g. Final Inspections: Engineer will perform the following:

- Conduct a walk-through inspection with the Contractor and the City to determine if the Project has reached substantial and/or final completion.
- Prepare a punch list of work items remaining.
- Conduct one final inspection to determine if the work is acceptable, so that Engineer may recommend, in writing, final payment to Contractor and may give written notice to the City and the contractor that work is acceptable.
- Observe the work of the Contractor to determine that it has been completed in substantial accordance with respect to the Contract Documents prepared by the Engineer.
- Stormwater Closeout Inspection and Notice of Termination.

850. Periodic Construction Observation

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a. Engineer's project representative will visit the site to observe the progress and quality of the executed work of the Contractor to determine, in general, if such work is proceeding in accordance with the contract documents. During Engineer's visits, and on the basis of on-site observations, Engineer will keep the City informed of the progress of the work, will endeavor to guard the City against deducts and deficiencies in such work, and may recommend to the City disapproval or rejection of work failing to conform to the Contract Documents.

b. This scope of services includes up to 600 hours (30 weeks at 20 hrs/week) for the purposes of Periodic Construction Observation.

TASK 900 – FULL TIME CONSTRUCTION INSPECTION

Full time construction inspection is not included in this scope of services.

TASK 1000 – PROJECT CLOSEOUT

1010. Record Drawings

Engineer will prepare Record Drawings showing those changes made during the construction process, based on the marked-up prints, shop drawings, drawings, and other data furnished by Contractor to Engineer and data furnished by surveyor. The record prints shall also incorporate the Resident Field Representative's observation of changes made during construction. Engineer will prepare record drawings in electronic format as approved by the City and in accordance with the City's record drawing standards. The final record drawings will be delivered in electronic format on a DVD.

1020. Punch List, Final Inspection, and Final Notice of Acceptability of the Work

See Task 840.

1030. O&M Submittals

At the conclusion of the project, Engineer will receive, review and transmit to the City with O&M manuals, guarantees, Bonds, and certificates there required by the contract documents and provided by the contractor.

1040. Final Notice of Acceptability of the Work

See Task 840 of this Contract. Based upon periodic observation, observation during a final walk through of the project site, and construction records, the Engineer will provide written notice to the City when the Engineer deems the work to be complete and acceptable.

1050. Project Closeout Permitting

a. SCDHEC Partial and Final permits to operate: Engineer will prepare and submit requests for partial permits to operate to SCDHEC upon completion of certain portions of work and a final permit to operate upon completion of project. Permit to

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operate requests to include engineer's certification letter, owner's acceptance letter, applicable testing results and record drawings documenting changes made during construction when required. This scope of work includes the following SCDHEC permits to operate submittals.

- Partial permit to operate Canal Filters 1, 6, 7, & 21.
- Partial permit to operate Canal Filter 27, 29, and valve improvements.
- Partial permit to operate Lake Murray Filters 5-8.
- Partial permit to operate Lake Murray Filters 9-10.
- Partial permit to operate Lake Murray chlorine gas line upgrade.
- Final permit to operate all permitted upgrades.

TASK 1100 - ADDITIONAL SERVICES

The City reserves the right to amend this Contract so that Engineer may furnish additional services if specified in the Task Order. For additional services rendered, compensation to the Engineer shall be negotiated with the City. No additional services will be performed without written approval from the City.

Additional services that are not included in this scope of services that the City might choose to add include, but are not limited to, the following items.

a. General:
   - 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).
   - Security Assessments.
   - Renderings or photo realistic drawings.
   - Supplemental engineering work required to meet the requirements of regulatory or funding agencies that become effective subsequent to the date of this agreement.
   - 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.

b. Environmental Assessment:
   - Environmental assessment reports and/or environmental impact statements.
   - Flood Study or Flood Impact Analysis.
   - Cultural resources and/or archaeological study and reports.
   - Archaeological consultations regarding artifacts that may be uncovered during construction.

c. Testing:
   - Quality control testing services during construction not specifically included in scope of services.
   - Observing factory tests and/or field retesting of equipment that fails to pass the initial test.

d. Hazardous Environmental Conditions:

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- Remedial investigation/feasibility study or Phase I environmental site assessment to determine the quantity and location of contamination.
- Conduct asbestos or lead based paint abatement or other hazardous material abatement of existing facilities.

e. Public Outreach and Notifications
f. Geotechnical and subsurface utility investigations
g. Field surveying.
h. Permitting fees.
i. Property and easement acquisition.

CITY RESPONSIBILITIES

The City will furnish, as required by the work and not at the expense of the Engineer, the following items:

a. 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.
b. Access to public and private property when required in performance of the Engineer's services.
c. 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).

PROJECT SCHEDULE

The overall project schedule from design through end of construction is approximately 16 months. Engineer proposes to perform the services as detailed in the Scope of Services per the attached detailed project schedule attached.

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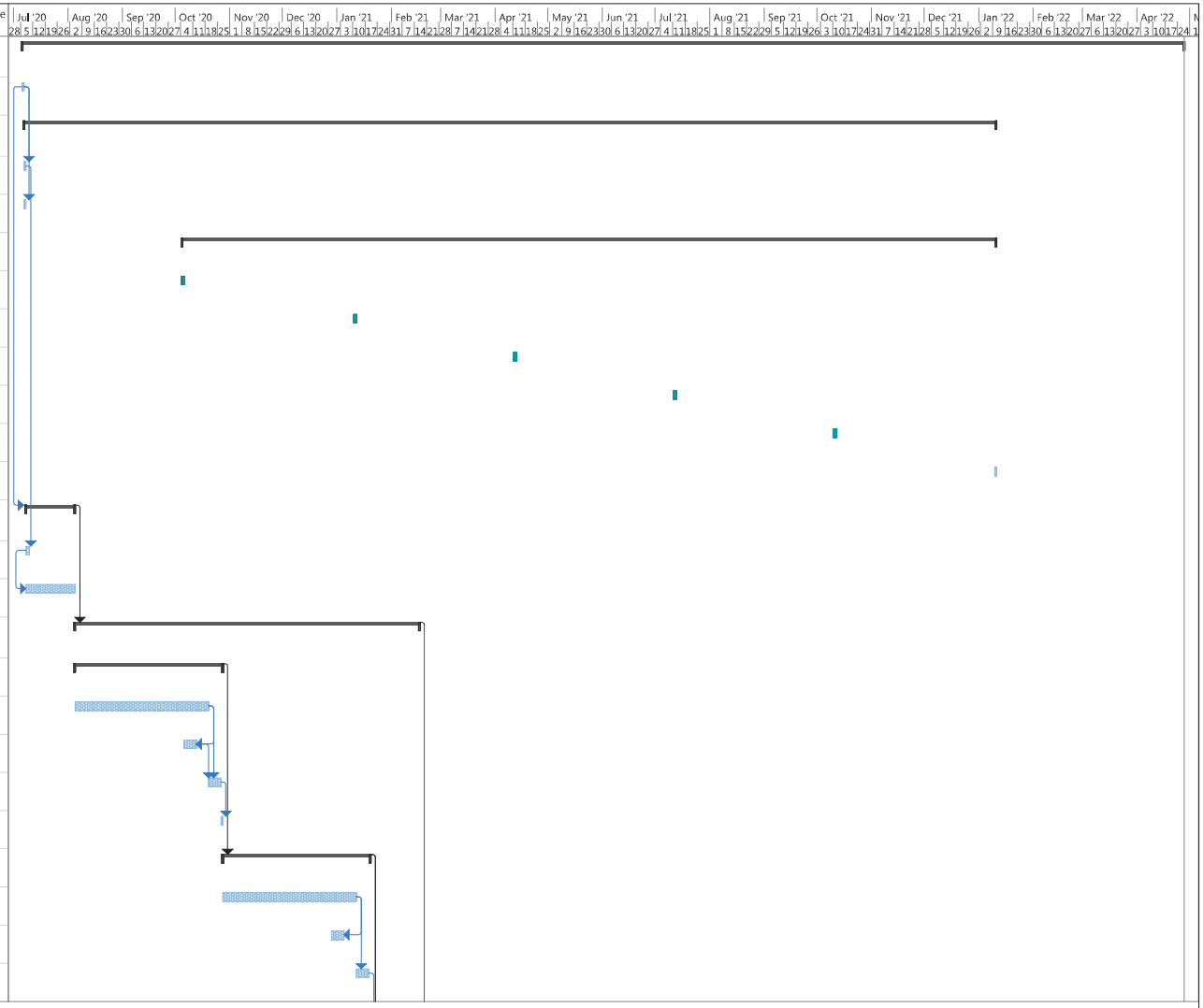
EXHIBIT - B

ID	Task Name	Duration	Start	Finish	% Complete
1	**WM4545 CANAL & LMWTP FILTER REHAB PROJECT**	**473 days**	**7/6/20**	**4/27/22**	**0%**
2	Notice to Proceed	1 day	7/6/20	7/6/20	0%
3	**TASK 100 - PROJECT ADMINISTRATION**	**395 days**	**7/7/20**	**1/10/22**	**0%**
4	110 - General Project Administration	1 day	7/7/20	7/7/20	0%
5	120 - Project Initiation Meeting	1 day	7/7/20	7/7/20	0%
6	**140 - MPP Quarterly Reports**	**331 days**	**10/5/20**	**1/10/22**	**0%**
7	MPP 3Q 2020 Report	1 day	10/5/20	10/5/20	0%
8	MPP 4Q 2020 Report	1 day	1/11/21	1/11/21	0%
9	MPP 1Q 2021 Report	1 day	4/12/21	4/12/21	0%
10	MPP 2Q 2021 Report	1 day	7/12/21	7/12/21	0%
11	MPP 3Q 2021 Report	1 day	10/11/21	10/11/21	0%
12	MPP 4Q 2021 Report	1 day	1/10/22	1/10/22	0%
13	**TASK 200 - PRELIMINARY DESIGN**	**20 days**	**7/8/20**	**8/4/20**	**0%**
14	210 - General Data Collection	2 days	7/8/20	7/9/20	0%
15	220 - Basis of Design Memo	20 days	7/8/20	8/4/20	0%
16	**TASK 500 - DETAILED DESIGN**	**140 days**	**8/5/20**	**2/16/21**	**0%**
17	**Level 1 (50%) Design**	**60 days**	**8/5/20**	**10/27/20**	**0%**
18	Level 1 Plans & Specs	54 days	8/5/20	10/19/20	0%
19	Level 1 QC Review	5 days	10/6/20	10/12/20	0%
20	City of Columbia Review	5 days	10/20/20	10/26/20	0%
21	Level 1 Design Review Meeting	1 day	10/27/20	10/27/20	0%
22	**Level 2 (90%) Design**	**60 days**	**10/28/20**	**1/19/21**	**0%**
23	Level 2 Plans & Specs	54 days	10/28/20	1/11/21	0%
24	Level 2 QC Review	5 days	12/29/20	1/4/21	0%
25	City of Columbia Review	5 days	1/12/21	1/18/21	0%



Project: WM4545 Columbia Filter
e: 5/28/20

Task	Project Summary	Manual Task	Start-only	Deadline
Split	Inactive Task	Duration-only	Finish-only	Progress
Milestone	Inactive Milestone	Manual Summary Rollup	External Tasks	Manual Progress
Summary	Inactive Summary	Manual Summary	External Milestone

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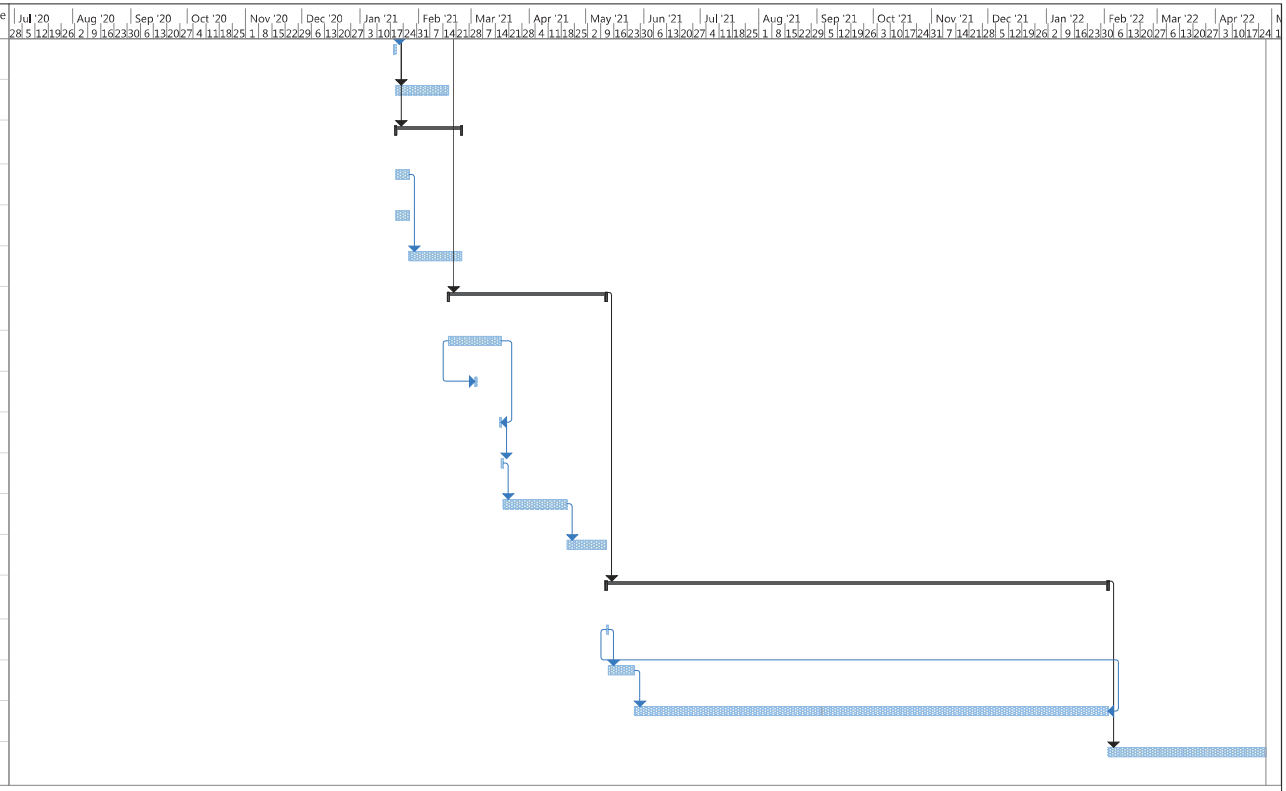
ID	Task Name	Duration	Start	Finish	% Complete
26	Level 2 Design Review Meeting	1 day	1/19/21	1/19/21	0%
27	**Final Design**	**20 days**	**1/20/21**	**2/16/21**	0%
28	**TASK 600 - PERMITTING**	**25 days**	**1/20/21**	**2/23/21**	**0%**
29	SCDHEC Permit to Construct Submittal	5 days	1/20/21	1/26/21	0%
30	Lexington County/SCDHEC Stormwater NOI Submittal	5 days	1/20/21	1/26/21	0%
31	SCDHEC Permit Review Period	20 days	1/27/21	2/23/21	0%
32	**TASK 700 - BIDDING AND AWARD**	**60 days**	**2/17/21**	**5/11/21**	**0%**
33	Advertisement (4 weeks)	20 days	2/17/21	3/16/21	0%
34	Pre-Bid Meeting	1 day	3/3/21	3/3/21	0%
35	Open Bids	1 day	3/16/21	3/16/21	0%
36	Bid Review and Recommendation to Award	1 day	3/17/21	3/17/21	0%
37	City Review of Bids & Council Approval of Contract	24 days	3/18/21	4/20/21	0%
38	Contract Signatures/Bonds/Insurance	15 days	4/21/21	5/11/21	0%
39	**TASK 800 - CONSTRUCTION PHASE**	**191 days**	**5/12/21**	**2/2/22**	**0%**
40	Preconstruction Meeting	1 day	5/12/21	5/12/21	0%
41	Contract NTP	10 days	5/13/21	5/26/21	0%
42	Construction Contract	180 days	5/27/21	2/2/22	0%
43	**TASK 1000 - PROJECT CLOSEOUT**	**60 days**	**2/3/22**	**4/27/22**	0%



Project: WM4545 Columbia Filter
e: 5/28/20

Task	Project Summary	Manual Task	Start-only	Deadline			
Split	Inactive Task	Duration-only	Finish-only	Progress			
Milestone	Inactive Milestone	Manual Summary Rollup	External Tasks	Manual Progress			
Summary	Inactive Summary	Manual Summary	External Milestone				

EXHIBIT C
COMPENSATION
BLACK & VEATCH CORPORATION
CANAL WTP & LAKE MURRAY WTP FILTER REHABILATION (WM4545)

For the services outlined in Exhibit A of this Task Order, the City agrees to pay the Engineer as follows:

A. For Tasks 100 through 700, a lump sum amount of $228,000.

B. For Task 800 – Engineering Services During Construction and Task 1000 – Project Closeout, compensation shall be based on the attached hourly rate schedule (Exhibit C), plus subcontractor billings times 1.05 and reimbursable expenses, with a total not to exceed $141,800. Reimbursable expenses shall include items such as telephone, fax, computers, reproduction, postage, mileage, equipment, and supplies.

C. The maximum billed for these services shall not exceed $369,800 as stated above without further authorization from the City. An estimated breakdown of the consultant and subconsultant fee for each task is shown in the following table:

Task	Description	Consultant	Subconsultant	Total
Lump Sum Tasks 100-700				
100	Project Administration	$20,706	$4,800	$25,506
200	Preliminary Design	$9,928	$6,000	$15,928
500	Final Design	$143,523	$23,200	$166,723
600	Permits and Property	$8,653	$0	$8,653
700	Bidding and Award	$8,790	$2,400	$11,190
Subtotal Lump Sum Tasks 100-700		**$191,600**	**$36,400**	**$228,000**
Billing Rate Tasks 800-1000				
800	Engineering Services During Construction	$70,480	$53,800	$124,280
1000	Project Closeout	$17,520	0	$17,520
Subtotal Billing Rate Tasks 800-1000		**$88,000**	**$53,800**	**$141,800**
Total All Tasks		**$279,600**	**$90,200**	**$369,800**
% of Contract to Subconsultant Protégé			**24.4%**	

D. Work on these tasks will begin upon written notification by the City to proceed.

E. For supplemental services, compensation shall be based on the attached hourly rate schedule (Exhibit C), plus direct expenses times 1.0, except airfare and travel expenses,

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which will be billed at cost; plus subcontract billings times 1.05. Direct expenses shall include such items as telephone, fax, computers, reproduction, postage, mileage, equipment, and supplies.

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.

F. 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.

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EXHIBIT C CONTINUED
HOURLY BILLING RATE SCHEDULE
BLACK & VEATCH CORPORATION
CANAL WTP & LAKE MURRAY WTP FILTER REHABILITATION (WM4545)

Hourly Billing Rate Schedule	
Category of Personnel	**Billing Rate**
Principal	$280
Client Director	$265
Senior Project Manager	$240
Project Manager	$210
Senior Engineering Manager	$210
Engineering Manager	$180
Civil Engineer III	$150
Civil Engineer II	$135
Civil Engineer I	$110
Senior Process Engineer	$220
Process Engineer II	$180
Process Engineer I	$150
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
Electrical Engineer (Howard Engineering)	$150
Technician (Howard Engineering)	$70
Project Representative (Howard Engineering)	$62

The above listed hourly billing rates are valid for the period of July 1, 2020 through June 30, 2021.

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EXHIBIT D- Business Information Record for Subconsultants/Subcontractors

The Bidder shall list all subcontractors and vendors, who will be providing subcontracting services, furnishing materials, etc. fo is project. The list shall be submitted in the format provided below. Any proposed changes from the list shall be submitted in writi o 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	$90,200.00	24.4%	MBE	FB
				%		
				%		
				%		

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 $ 90,200.00
TOTAL CONTRACT AMOUNT: $ 369,800.00

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: _____

Business Information for Subconsultants/Subcontractors- Continued

List information for each Subcontractor or Subconsultant below.

Attachment: Final.Agreement.WM4545CanalLakeMurrayWaterTreatmentPlantsFilterImprovement.Black&Veatchpdf (6108 : WM4545 Canal and

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)

_____
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 #

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

_____
Company Name

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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 #

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

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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 #

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Exhibit E- Invoicing Procedures

1. The City's Project Manager or his/her designee must review all invoices prior to payment.
2. The Consultant's invoice must contain sufficient detail by task and resource and should be easily traceable to the work completed on the project schedule. Descriptions used in the project schedule shall match those descriptions contained in the Consultant's invoice. The work completed on the Consultant's project schedule must be the basis for full or a percentage of payment for work completed on the Consultant's invoice.
3. The work completed on the Consultant's project schedule must be the basis for full or a percentage of payment for work completed on the Consultant's invoice.
4. The Consultant will not request payment for taxes on Professional Services, labor, or installation fees.
5. The Consultant will not invoice, or request payment for any equipment or services that may be specified in this Agreement prior to the delivery of said equipment or performance of said services.
6. The Consultant shall adhere to an agreed-upon delivery schedule for equipment and/or services. This is to ensure that the City does not pay for the advanced delivery of equipment that was not approved for delivery and/or have to warehouse or make space for unanticipated equipment deliveries. Exceptions to this requirement must be approved by the City's designated Project Manager and Purchasing Agent in writing.
7. All invoices shall include a valid Purchase Order number on the bill. If an approved emergency purchases are required for any reason before a purchase order number is available, a copy of the emergency request for purchase should accompany the Consultant's invoice.
8. The Consultant shall name a representative that will be responsible for reviewing all invoicing concerns that the City may have regarding this project.
9. The Consultant shall submit receipts for all actual expenses.
10. Travel expenses including airfare and car rental shall be invoiced at cost, without markup and with approved documentation (Note: This section does not apply to travel within the Columbia region for work being performed for the Agreement. It pertains to ***approved*** travel to and from Columbia if necessary to fulfill the terms of the Agreement.). Travel expenses apply only if applicable and approved by the City.
11. Lodging shall be invoiced up to the per diem rate according to the General Services Administration (GSA) rates established at www.gsa.gov, based on the date of travel. Lodging expenses apply only if applicable and approved by the City.
12. Field documents and other equipment/supplies shall be invoiced at cost only, with no markup, and the invoice must be submitted with approved documentation (packing slip/vendor invoice).
13. Other required non-labor expenses that may be applicable to the project and pre-approved by the City's designated Project Manager shall be invoiced at cost only, with no markup, and the invoice must be submitted with approved documentation (packing slip/vendor invoice).
14. Each invoice/payment request shall identify the percentage and dollar amount that will be paid to the Subconsultant and/or vendor for work performed and materials/products furnished. If required, the Consultant shall submit supporting documentation as required by the designated point of contact to support the amount being invoiced.
15. The Consultant shall provide the names of the Subconsultants and/or vendors and a description of the work performed in the invoice/request for payment. The Consultant shall also provide a breakdown of the supplies and materials being billed by each Subconsultant and/or vendor and the dollar amount to be reimbursed by the City.

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EXHIBIT F - PROMPT PAYMENT AFFIDAVIT

Consultant will place a check in the appropriate box below that applies to this payment request.
Re: Payment Request No. _____
I, _____ (Name), the _____ (Title - e.g., President, Vice President, etc.) of _____ ("Company"), do state the following with regard to payments made under Contract No. _____ ("Contract"):

1. ____Subconsultant, at the first tier, both DBE and non-DBE, who completed work and were listed for payment on the prior Payment Request No. _____, were paid no later than twenty (20) calendar days after Company received payment from the City.

2. ____Copies of invoices and cancelled checks for Subconsultant at the first tier who were paid under the prior payment request have been delivered or mailed to the Construction Management Division. In addition, Company has attached to the current Payment Request all lien waivers for prior subcontractor payments and any other documentation required by the City. (Failure to attach all required documentation to the Payment Request or forward cancelled checks and invoices to the City's Project Manager may cause the Payment Request to be rejected by City.)

3. ____All retainage amounts withheld from any Subconsultant who satisfactorily completed its portion of the contract work, including punch list items, were paid to the Subconsultant(s) no later than fourteen (14) calendar days after it satisfactorily completed its work, whether or not City has paid said retainage amounts to Consultant. Attach a copy of the cancelled check evidencing payment of each retainage amount.

4. ____There was no delay in or postponement of any payment owed to a Subconsultant, whether periodic payment or retainage amount, except for good cause and after receipt of prior written approval from the City's Project Manager.

Attach a copy of the written approval from the City of Columbia.

_____
Company Name

_____
Signature

_____
Print Name

Date: _____

Subscribed and sworn to before me this ____ day of _____ 20___.

_____
Notary Public

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EXHIBIT - G

CITY OF COLUMBIA

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

MENTOR PROTÉGÉ PROGRAM
Implementation Plan

Date: 5/28/2020

Project Number: WM4545

Mentor: Black & Veatch Corporation

Project Name: Columbia Filter Rehab

Protégé: Howard Engineering, Inc.

Duration of the Project: 21 mos

Project Contract Amount: $369,800

Protégé Amount: $90,200

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 primarily provide electrical and instrumentation & control design services and construction observation services. 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.*

This phase of the project includes design and construction phase services and will provide an opportunity for the protégé to have a roll in project management and a roll in the technical design of the project. 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.

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CITY OF COLUMBIA

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

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

Mentor:

Mentor: Key personnel includes Don Franklin (Project Manager). B&V currently has the equipment, materials, and insurance to perform the project.

Protégé:

Protégé: Key personnel includes Amy Howard, Principal & Electrical Engineer. HEI currently has the equipment, materials, and insurance to perform the project.

Subcontractors:

n/a

Special Arrangements:

n/a

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

a. Description of Mentor's responsibilities:

Provide design, permitting, and construction phase services for the project improvements; and provide project closeout services after construction is complete.

b. Description of Protégé's responsibilities on project:

Provide engineering design for the electrical and I&C portions of the proposed improvements, and construction phase services including an onsite project representative during construction.

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

Preparation of design documents that will be used to advertise and bid the project for construction. During construction the team will work together to provide construction administration services.

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

Protégé will be utilized during multiple tasks during the project including: Preliminary Design - 1 months. Final Design - 8 months. Bidding and Award - 3 months. Engineering Services During Construction - 9 months.

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

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

Review progress for each deliverable with project calls during all phases of the project. Complete quarterly M-P reports.

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

Goals include:
Deliver final design documents on-time and on budget.
Work together to provide construction administration services.

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

Project meetings with design team will include:
Kickoff meeting
Level 1 (50%) Design Review Meeting
Level 2 (90%) Design Review Meeting

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

Protégé will be paid on percent complete of lump sum tasks through the bidding phase of the project and by billing rate during the construction phase of the project. 100% of payment for design tasks can be invoiced upon delivery of final design documents.
Invoice and payments to be made on a monthly basis.

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

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

Subcontractor's Name	Telephone	Address	Who will they report to?	Contract Amount	MPP, MBE, WBE, SBE	Percentage of Contract

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

Protégé Contract Value: $90,200

Percentage of Contract: 24.4% (Minimum of 20% of total contract amount is required)

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

MENTOR-PROTEGE IMPLEMENTATION PLAN SIGNATURE SHEET

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

EXECUTED by Black & Veatch Corp (Mentor Firm) this 28 day of May 2020.
Corporate SEAL

By: William J. Wells, P.E.
Title: Associate Vice President

ATTEST:
By: Don Franklin, P.E.
Title: Senior Engineering Manager

EXECUTED by Howard Engineering, (Protégé Firm) this 28 day of May, 2020.
Corporate SEAL
By: Amy Howard, P.E.
Title: President

ATTEST:
By: Donald J. Howard, Jr.
Title: Secretary Treasureer

RECOMMENDED FOR APPROVAL:

EXECUTED by the Department of Utilities & Engineering, Compliance Division on this 29 day of May, 2020.

By: Juliet M. Nelly

Title: Program Compliance Administrator

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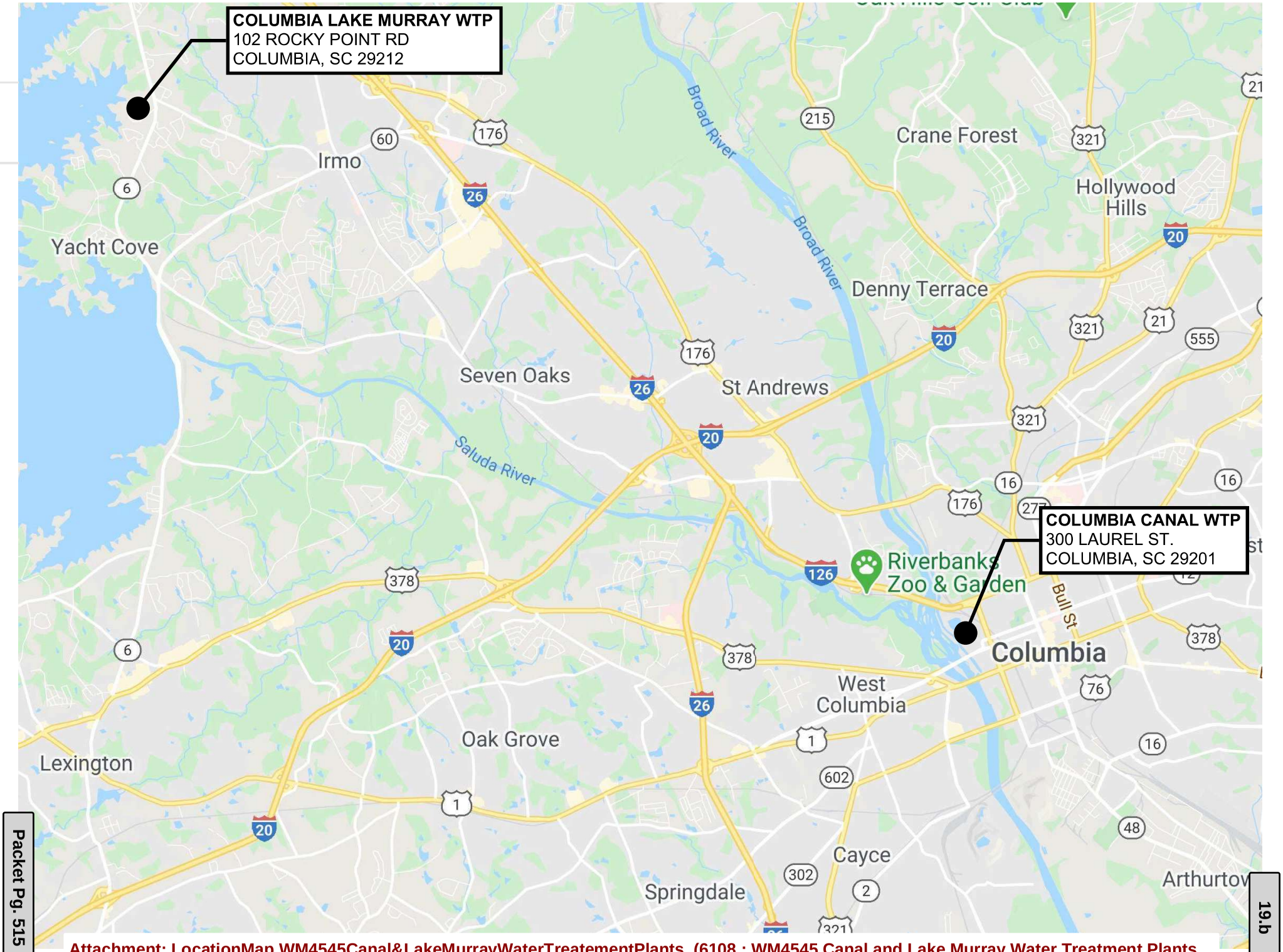
COLUMBIA LAKE MURRAY WTP
102 ROCKY POINT RD
COLUMBIA, SC 29212
COLUMBIA CANAL WTP
300 LAUREL ST.
COLUMBIA, SC 29201
Irmo
Yacht Cove
Seven Oaks
St Andrews
Crane Forest
Hollywood Hills
Denny Terrace
Broad River
Saluda River
Riverbanks Zoo & Garden
Columbia
West Columbia
Oak Grove
Lexington
Springdale
Cayce
Arthurtov
Bull St

We Are Columbia

MEETING DATE:	**September 15, 2020**
DEPARTMENT:	**Procurement and Contracts**
FROM:	***Sandra Wright, Purchasing Agent***
SUBJECT:	**Council is asked to approve Contract Amendment #7 for Project SS7261; Lake Katherine Sewer Line Capacity Enhancement, as requested by Columbia Water. Award to AECOM in the amount of $59,130.00. The firm is located in Columbia, SC.**
REQUISITION NO.:	**R157525**
FUNDING SOURCE & ORIGINAL BUDGET:	**Funding Source: Unforeseen & Miscellaneous Projects (5529999-SS726101-658650). The original budget amount for this amendment is $59,130.00. The total revised budget amount is $1,839,605.00.**
BUSINESS PROGRAM:	**Mentor Protege Program**
CLEAN WATER 2020?:	**Yes**
FOCUS AREAS:	**Innovative & High Quality Municipal Services**

PURPOSE:

This is a Mentor Protégé Program Project. AECOM is the Mentor and will provide additional bidding and engineering services during construction in the amount of 79.8% ($1,467,583.00) of the total contract amount. DESA, Inc., a Minority Business Enterprise of Columbia, SC, is the Protégé and will continue to provide construction administration and periodic observation services in the amount of 19.8% ($364,790.00) of the revised total contract amount.

Civil Engineering Consulting Services, Inc., a Minority Business Enterprise (W), of Columbia, SC will be providing additional sub-consultant specialty engineering services in the amount of .40% ($7,232.00) of the revised contract amendment value.

The above referenced Amendment is to compensate AECOM for additional engineering services related to the installation of 42-inch Cured-In-Place-Pipe (CIPP) lining, an evaluation of alternate construction techniques for the Graeme Street gravity sewer, and a gravity sewer redesign in the area of a 48-inch storm drain line on St. Clair Street. The total revised contract amount including this Amendment is $1,839,605.00.

Proposed Change and Basis for Payment:

Original Contract Price:	$863,520.00
Contract Amendment #1 (Administrative Change):	$0.00
Contract Amendment #2 (Administrative Change):	$0.00
Contract Amendment #3 (No Cost Time Extension):	$0.00
Contract Amendment #4 (Cost Change Increase & Time Extension):	$492,425.00
Contract Amendment #5 (No Cost Time Extension):	$0.00
Contract Amendment #6 (Cost Change Increase & Time Extension):	$424,530.00
Current Contract Price:	**$1,780,475.00**
This Change Contract Amendment #7 (Cost Change Increase):	**$59,130.00**
Revised Contract Price:	**$1,839,605.00**

ATTACHMENTS:

- CA#7 AECOM SS7261 Lk. Katherine Sewer Line Capacity Enhancement (PDF)
- Revised IPA for SS7261 Lake Katherine Sewer Line Capacity Enhancement Project Amendment (PDF)
- SS7261 Lake Katherine Sewer Line Capacity Enhancement Novation Agreement (PDF)
- Map - SS7261 CA#7 (PDF)

Contract Amendment #7

Engineering Services Agreement for Lake Katherine Sewer Line Enhancement
Project Number: CIP SS7261

AECOM

July 22, 2020

Description of Change: Request change in Agreement for Engineering Services between the City of Columbia (City) and AECOM (Engineer) dated March 18, 2014 (Agreement) to compensate the engineer for additional engineering services as attached hereto.

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

Proposed Change and Basis for Payment:

Original Contract Price:	$863,520.00
Contract Amendment #1 (Administrative Change):	$0.00
Contract Amendment #2 (Administrative Change):	$0.00
Contract Amendment #3 (No Cost Time Extension):	$0.00
Contract Amendment #4 (Cost Change Increase & Time Extension):	$492,425.00
Contract Amendment #5 (No Cost Time Extension):	$0.00
Contract Amendment #6 (Cost Change Increase & Time Extension):	$424,530.00
Current Contract Price:	**$1,780,475.00**
This Change Contract Amendment #7 (Cost Change Increase):	**$59,130.00**
Revised Contract Price:	**$1,839,605.00**

This Change is Acceptable:

Name of Firm
AECOM
R. Thomas Haselden, Jr., PE, BCEE
Print Name
Signature
8/26/2020
Date

City of Columbia
Office of the City Manager
Teresa Wilson, City Manager
Signature
Date Witness

Recommended by:

By: _____ 8.27.2020
Joseph D. Jaco, P.E., Director of Utilities — Date

By: _____ 08/06/2020
Clint E. Shealy, P.E., Assistant City Manager for Columbia Water — Date

By: _____
Sandra A. Wright, CPPB, Director of Procurement & Contracts/Purchasing Agent — Date

APPROVED AS TO FORM
Legal Department City of Columbia, SC
8/24/20

Attachment: CA#7 AECOM SS7261 Lk. Katherine Sewer Line Capacity Enhancement (6099 : SS7261 AECOM CA#7 Lake Katherine Sewer Line

AECOM
101 Research Dr.
Columbia, SC 29201
www.aecom.com

803-254-4400 tel
803-771-6676 fax

COST CHANGE AMENDMENT

John Riggs, P.E. - Assistant Wastewater Engineer
City of Columbia - Utilities and Engineering
1136 Washington Street
Columbia, South Carolina 29201

Subject: **PROJECT NAME: Lake Katherine Sewer Line Capacity Enhancement**
CIP NUMBER: SS7261

Dear John,

The City of Columbia (City) asked AECOM for additional engineering services during construction of the Lake Katherine Sewer Line Capacity Enhancement project. These additional services are as follows:

1) 42-Inch CIPP: The City asked AECOM to design, develop conforming documents (plans and specs), and permit as necessary the additional of approximately 1,000 LF of 42-inch CIPP to be added to the construction contract.
2) Graeme Street Evaluation: The City asked AECOM to evaluate alternative designs for the installation of the new 30-inch gravity sewer on properties in which temporary construction easements originally obtained by the City expired.
3) St. Clair Street Redesign: There is an existing conflict between the City's existing gravity sewer line and parallel 48-inch stormdrain lines owned by the South Carolina Department of Transportation on St. Clair Street. The new gravity sewer has to be redesigned to correct the conflict created by the existing City gravity sewer.

Noted on the attached amendment detail pages are the Scope addition/deletion, Compensation, and Schedule adjustments necessary for this change.

AECOM appreciates the opportunity to provide this modification to the City of Columbia for the Lake Katherine Sewer Line Capacity Enhancement project. If you should have any questions please feel free to contact me.

Sincerely,

AECOM Technical Services, Inc.

R. Thomas Haselden, Jr., P.E.
South Carolina Water Lead

cc: Jamie Kelso – CW2020
Phillip Dieckmann – AECOM

Attachment: CA#7 AECOM SS7261 Lk. Katherine Sewer Line Capacity Enhancement (6099 : SS7261 AECOM CA#7 Lake Katherine Sewer Line

COST CHANGE AMENDMENT DETAILS

PROJECT NAME: Lake Katherine Sewer Line Capacity Enhancement
CIP NUMBER: SS7261

Contract Amendment #7
Lake Katherine Sewer Line Capacity Enhancement
CIP NUMBER: SS7261

I. SCOPE ADDITION/DELETION

Task 1100.6 Additional Services – 42-inch CIPP

During construction the four (4) immediate 42-inch pipe segments downstream of the SS7261 Lake Katherine Sewer Line Capacity Enhancement project were identified of needing repair and are included in the City's overall rehabilitation plan for its collection system. These pipes were under by-pass and the City asked URS to review the 2016 assessment of the lines as well as current data and information to determine if it was in the City's interest to rehabilitate these four (4) pipes segments and associated manholes. URS reviewed the 2016 assessment and new data to determine the pipes and manholes did require rehabilitation and it would be in the City's interest to take advantage of the SS7261 by-pass system.

At the direction of the City; URS designed and developed plans and specifications for the trenchless rehabilitation of the four (4) pipe segments and manholes that would utilize cured-in-place pipe and epoxy manhole lining. The addition of this work required the modification of the South Carolina Department of Transportation Encroachment Permit and the City's Stormwater Permit. URS prepared Conforming Documents which were provided to the Contractor and used for Construction.

Oversight of large diameter (42-inch) cured-in-place pipe construction is more specialized than traditional open cut installation oversight. URS provided Quality Control and Assurances during the installation of the large diameter cure-in-place pipe operations which occurred around the clock which included working through the night on four (4) occasions and over a weekend. URS provided full time oversite while construction was active.

Task 1100.7 Additional Services – Graeme Street Evaluation

Two (2) properties known as the Harmon Property (15A) and the Wentzky Property (15B) had temporary construction easements obtained by the City. The temporary construction

Attachment: CA#7 AECOM SS7261 Lk. Katherine Sewer Line Capacity Enhancement (6099 : SS7261 AECOM CA#7 Lake Katherine Sewer Line

easements on both properties expired prior to construction completion. The City asked URS to evaluate alternative installation options for the new gravity sewer in lieu of the temporary construction easements expirations. URS evaluated options of pipe bursting and boring to provide the City with alternative choices. In addition, URS reviewed updated modeling information provided by the City to determine system limitations. The alternative analysis for installation along properties 15A and 15B were provided to the City.

Task 1100.8 Additional Services – St. Clair Street Redesign

During construction it was determined there was a conflict between the existing City gravity sewer and parallel 48-inch stormdrain pipes owned by the South Carolina Department of Transportation. This conflict required the new gravity sewer plan to be modified and a revision to the South Carolina Department of Transportation Encroachment Permit be obtained. This included the redesign of over 1,000 linear feet (LF) of gravity sewer and the assembly of SCDOT stormdrain repair and details. AECOM provided a field sketch with the redesigned new gravity sewer alignment and profile and obtained a revision to the Encroachment Permit.

II. COMPENSATION

The following changes to the initial SS7261 contract are recommended for this proposed amendment:

- Task 1110.6 – "Additional Services – 42-inch CIPP" - $44,030
- Task 1110.7 – "Additional Services – Graeme Street Evaluation" - $9,400
- Task 1110.8 – "Additional Services – St. Clair Street Redesign" - $5,700

The new contract values based on the above recommended changes are presented below:

- Task 100 - $130,670
- Task 200 - $130,525
- Task 310/320 - $132,260
- Task 400 - $14,200
- Task 500 - $177,285
- Task 600 - $53,050
- Task 700 - $38,405
- Task 800 - $537,748

Attachment: CA#7 AECOM SS7261 Lk. Katherine Sewer Line Capacity Enhancement (6099 : SS7261 AECOM CA#7 Lake Katherine Sewer Line

- Task 850 - $53,054 (NTE)
- Task 900 - $381,530 (hourly NTE)
- Task 1000 - $5,692
- Task 1110 - $59,130
- Task 1120 - $25,000
- Total - $1,839,605

The new contract values based on the above recommended changes are presented below:

Task Number	Task Title	Original Contract	Previous Amendments	Current Amendment	New Contract Value
Task 100	Evaluation and Design Phase Administration	$114,890	$15,780	$0	$130,670
Task 200	PER & Alternatives	$130,525	$0	$0	$130,525
Task 310/320	Survey and Survey Plats	$122,325	$9,935	$0	$132,260
Task 400	Geotechnical	$14,200	$0	$0	$14,200
Task 500	Final Design	$131,785	$45,500	$0	$177,285
Task 600	Permits	$53,050	$0	$0	$53,050
Task 700	Bidding and Award	$6,100	$32,305	$0	$38,405
Task 800	Engineering Services During Construction	$190,285	$347,463	$0	$537,748
Task 850	Construction Materials Testing	$0	$53,054 (NTE)	$0	$53,054 (NTE)
Task 900	Full Time Construction Inspection	$0	$381,530 (hourly NTE)	$0	$381,530 (hourly NTE)
Task 1000	Project Closeout	$5,360	$332	$0	$5,692
Task 1110	Additional Services	$70,000	$31,056	$59,130	$160,186
Task 1120	400 LF 42-Inch GS – Optional Services	$25,000	$0	$0	$25,000
Total Fee		**$863,520.00**	**$916,955**	**$59,130**	**$1,839,605**

III. SCHEDULE

No change with this amendment.

Attachment: CA#7 AECOM SS7261 Lk. Katherine Sewer Line Capacity Enhancement (6099 : SS7261 AECOM CA#7 Lake Katherine Sewer Line

Project completion date is June 30, 2021.

IV. SUBCONSULTANT FIRM INFORMATION

The original contract included DESA, Inc. as a Protégé Firm and CECS as a sub-consultant Firm, for a Protégé percentage of 20.9% and total combined Protégé/Sub-consultant fee of 23.1%. The updated Protégé and sub-consultant percentages and amounts are listed in the table below for the original contract and each contract amendment, as well as the updated total. This amendment will adjust the Protégé participation from the original contract from 20.9% to 21.2%.

	Total Contract Amount	DESA Amount (*Protégé*)	% of Contract Amount	CECS Amount (*Sub-consultant*)	% of Contract Amount	Terracon Amount (Sub-consultant)	% of Contract Amount
Original Contract	$863,520	$180,200	20.9%	$18,900	2.2%	N/A	N/A
CA#1^*	$0.00	$0.00	0.0%	$0.00	0.0%	N/A	N/A
CA#2^	$0.00	$0.00	0.0%	$0.00	0.0%	N/A	N/A
CA#3^	$0.00	$0.00	0.0%	$0.00	0.0%	N/A	N/A
CA#4	$492,425	$81,310	16.5%	$4,000	0.8%	N/A	N/A
CA#5	$424,530	$103,280	24.3%	$0.00	0.0%	$53,054	12.5%
CA#6%	N/A	N/A	N/A	N/A	N/A	N/A	N/A
CA#7	$59,130	$0.00	0/0%	$0.00	0.0%	$0.00	0.0%
New Total Contract Amount	**$1,839,605**	**$389,430**	**21.2%**	**$30,132**	**1.2%**	**$53,054**	**2.9%**

^CA#1, #2, & #3 funding came from the Client Controlled Contingency which is included in the Original Contract.

*CECS was contracted an additional $7,232 from Task 1110 – Additional Services.

*DESA was contracted an additional $24,640 from Task 1110 – Additional Services.

%Contract Amendment #6 was Time Extension Only

Attachment: CA#7 AECOM SS7261 Lk. Katherine Sewer Line Capacity Enhancement (6099 : SS7261 AECOM CA#7 Lake Katherine Sewer Line

We Are Columbia

CITY OF COLUMBIA

Office of Business Opportunities Compliance
1401 Main Street, 4th Floor | Columbia, South Carolina 29201
Phone: 803-545-4185

OBO MPP Change Order/Contract Amendment Implementation Plan Addendum (IPA)

(Construction or Professional Services)

In Accordance with MPP Guidelines Change Orders/Contract Amendments: If any change order/contract 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.

Change Order = CO Contract Amendment = CA

The information in this table has been modified to reflect the correct amounts and percentages of both the protege and mentor.

9/4/20

OBO Verification	CO/CA Amount	Mentor Amount (If applicable)	Mentor Percentage (If applicable)	Protégé Amount	Protégé Percentage
Original Contract:	$863,520	$683,320	79.1%	$180,200	20.9%
CO/CA #1: (contingency*)	$ 0	$ 0	0%	$ 0	0%
CO/CA #2: (contingency*)	$ 0	$ 0	0%	$ 0	0%
CO/CA #3: (contingency*)	$ 0	$ 0	0%	$ 0	0%
CO/CA #4:	$492,425	$411,115	83%	$81,310	17%
CO/CA #5:	$424,530	$321,250	76%	$103,280	24%
CO/CA #6:	$ 0	$ 0	0%	$ 0	0%
This CO/CA: (Increase)	$59,130	$59,130	100%	$ 0	0%
Revised Contract:	**$1,839,605**	**$1,474,815**	**80%**	**$ 364,790**	**20%**

*CA#1, #2, & #3 funding came from the Client Controlled Contingency Task 1100 included in the Original Contract and originally budgeted for AECOM. CECS was contracted an additional $7,232 and DESA was contracted an additional $24,640 from Task 1100.

Original Project Contract Amount: $863,520 **Original Protégé Amount:** $180,200

MPP Project #/Name: SS7261 Lake Katherine Sewer Line Capacity Enhancement **CO/CA #: CA #7**

Change Order/Contract Amendment Amount: $59,130

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

During construction, AECOM provided additional engineering services related to the installation of 42-inch CIPP lining, an evaluation of alternate construction techniques for the Graeme Street gravity sewer, and a gravity sewer redesign in the area of a 48-inch storm drain line on St. Clair Street.

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)
3. ☐ **Funding Decrease – Amount** (Please place explanation of decrease in 3A below)

A. **Will the Protégé perform any work within this CO/CA?** ☐ **Yes** ☒ **No (If not, go to B)**
- **Amount of Change Order/Contract Amendment to be received by the Protégé:** $_____
- **Please indicate the services the Protégé will be providing for this change order/contract amendment** (in box below):

N/A

Attachment: Revised IPA for SS7261 Lake Katherine Sewer Line Capacity Enhancement Project Amendment (6099 : SS7261 AECOM CA#7 Lake

B. If Protégé will not be providing any services on this change order/contract amendment, please indicate why in the box below:

The additional services require specialty engineering services outside the original scope of work. The Protégé is continuing to provide services outlined in the agreement with the Mentor.

4. Revised Scope of Work

1) 42-Inch CIPP: The City asked AECOM to design, develop conforming documents (plans and specs), and permit as necessary the additional of approximately 1,000 LF of 42-inch CIPP to be added to the construction contract.

2) Graeme Street Evaluation: The City asked AECOM to evaluate alternative designs for the installation of the new 30-inch gravity sewer on properties in which temporary construction easements originally obtained by the City expired.

3) St. Clair Street Redesign: There is an existing conflict between the City's existing gravity sewer line and parallel 48-inch stormdrain lines owned by the South Carolina Department of Transportation on St. Clair Street. The new gravity sewer has to be redesigned to correct the conflict created by the existing City gravity sewer.

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/contract amendment for this project and were given the opportunity to provide services.

EXECUTED by R. Thomas Haselden, Jr, PE, BCEE (Mentor Firm) this 24th day of June 20 20.

By: _____ Title: Vice President

Firm Name: AECOM Technical Services, Inc.

EXECUTED by Diane E. Sumpter (Protégé Firm) this 25th day of June 2020.

By: _____ Title: President & CEO

Firm Name: DESA, Inc.

OBO Statement for the change order/contract amendment:
OBO compliance has reviewed the funding increase contract amendment. The original project contract amount was $863,520.00. The original amount received by the protégé was $180,200.00 or 21% of the original contract amount. Th revised total contract amount is $1,839,605.00, which includes the current and any previous change orders for this proj The protégé will receive $389,430.00 or 21% of the revised total contract amount.

RECOMMENDED FOR APPROVAL: EXECUTED by the Office of Business of Opportunities - Compliance on this 1 day of July, 2020.

By: _____ Title: Program Compliance Administrator

*Per the MPP Guidelines: The Mentor will maintain the Protégé's 20% required minimum (or more) of the total contract cost, throughout the duration of the project.

*This information is only required if the change order/amendment is greater than $50,000.00, the amendment must also be approved by City Council.

Attachment: Revised IPA for SS7261 Lake Katherine Sewer Line Capacity Enhancement Project Amendment (6099 : SS7261 AECOM CA#7 Lake

NOVATION AGREEMENT

RECITALS

The City of Columbia ("Client") and URS Corporation, a Nevada corporation ("Transferor") executed that certain services for technical consulting support for SS7261 Lake Katherine Sewer Line Capacity Enhancement Project ("Contract") "as amended by Amendment 1, executed on May, 22, 2015, Amendment 2, executed on September 1, 2015, Amendment 3, executed on October, 27, 2015, Amendment 4, executed on February 9, 2017, Amendment 5, dated June 27, 2019, Amendment 6, executed on August 23, 2019, Amendment 7 (in progress) (collectively "Contract")" dated and effective 18 day of March, 2014, as shown in the attached Exhibit A and incorporated into this Novation Agreement ("Agreement");

The Transferor wishes to transfer the Contract to AECOM Technical Services, Inc. ("Transferee"), federal Tax Identification Number 95-2661922., to perform the services contemplated under the Contract; and

The Transferee is in a position to fully perform all obligations that may exist under the Contract; and

The Client consents to the transfer of the Contract to the Transferee.

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

AGREEMENT

1. Transferor confirms the transfer to the Transferee.

2. The Transferee agrees: a) to be bound by and to perform each contract in accordance with the conditions contained in the Contract; b) to assume all obligations and liabilities under the Contract as if the Transferee were the original party to the Contract; and c) to ratify all previous actions taken by the Transferor with respect to the Contract, with the same force and effect as if the action had been taken by the Transferee.

3. The Client recognizes the Transferee as the Transferor's successor in interest in and to the Contract. The Transferee by this Agreement becomes entitled to all rights, titles, and interests of the Transferor in and to the Contract as if the Transferee were the original party to the

Attachment: SS7261 Lake Katherine Sewer Line Capacity Enhancement Novation Agreement (6099 : SS7261 AECOM CA#7 Lake Katherine

contract. The Client agrees to look solely to the Transferee for the continued performance of the Contract.

4. The Client releases and discharges Transferor from any and all obligations under the Contract without further act or formality. All payments and reimbursements previously made by the Client to the Transferor, if any, and all other previous actions taken by the Client under the Contract, shall be considered to have discharged those parts of the Client's obligations under the Contract.

5. The Contract shall remain in full force and effect, except as modified by this Agreement.

IN WITNESS WHEREOF the parties hereto have executed and delivered this Agreement on this ___ day of _____, 2020.

URS CORPORATION

By: _____

Name: R. Thomas Haselden, Jr.

Title: Vice President

AECOM TECHNICAL SERVICES, INC.

By: _____

Name: R. Thomas Haselden, Jr.

Title: Vice President

CITY OF COLUMBIA

By: _____

Name: _____

Title: _____

Witness: _____

APPROVED AS TO FORM

Legal Department City of Columbia, SC

8/24/20

Attachment: SS7261 Lake Katherine Sewer Line Capacity Enhancement Novation Agreement (6099 : SS7261 AECOM CA#7 Lake Katherine

EXHIBIT A

Attachment: SS7261 Lake Katherine Sewer Line Capacity Enhancement Novation Agreement (6099 : SS7261 AECOM CA#7 Lake Katherine

We Are Columbia

Utilities & Engineering Department
Contracts Division
1136 Washington Street, Columbia, SC 29201 · Phone 803-545-3400 · Fax 803-545-3322

April 8, 2014

Re: Agreement for Engineering Services for Lake Katherine Sewer Line Capacity Enhancement (funding 5529999-SS7261-636600)

Mr. R. Thomas Haselden, Jr., P.E.
Vice President
URS Corporation
101 Research Drive
Columbia, SC 29202

Dear Mr. Haselden:

City Council approved the referenced Agreement in regular session on March 18, 2014. I have enclosed a fully executed duplicate original for your files.

This is your written authorization to proceed with the work described in the Agreement. Please forward all invoices to Melissa Chappell (mmchappell@columbiasc.net) with the information listed as follows: funding 5529999-SS7261-636600. A purchase order number will be assigned under separate cover. We also respectfully ask that the words "Final Invoice" be clearly displayed on the last invoice submitted for payment.

If you have any questions, please let me know at 545-3237.

Yours very truly,

Shannon Lizewski

Shannon S. Lizewski
Contracts Administrator

Enclosure

Cc: Ms. Melissa A. Smith Gentry, P.E., ACM for Operations
Mr. Joseph D. Jaco, P.E., Director of Utilities & Engineering
Ms. Jan Alonso, Director of Finance

URS.2014.Agreement.SS7261.LakeKatherineSewerLineCapacityEnforcement.councilapproved.ntp.ltr.doc/mmc

Attachment: SS7261 Lake Katherine Sewer Line Capacity Enhancement Novation Agreement (6099 : SS7261 AECOM CA#7 Lake Katherine

AGREEMENT FOR ENGINEERING SERVICES

THIS AGREEMENT is made this 18 day of March, 2014 by and between the City of Columbia, South Carolina (hereinafter referred to as the "City") and URS Corporation, (hereinafter referred to as the "Engineer"), for Engineer to render services for technical consulting support for the Lake Katherine Sewer Line Capacity Enhancement Project including evaluation of alternative alignments, engineering and design services to include a 24-inch trunk line upgrade (5529999-SS7261-636600).

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

I. Scope of Services

Upon written notification by the City to proceed, the Engineer shall complete 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.

II. Supplemental or Additional Services

Supplemental or Additional Services may be required of the Engineer by the City 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.

III. Term of Agreement

This Agreement shall expire, unless terminated earlier as provided for herein, on June 30, 2015, or as outlined in Exhibit C, at such time the total compensation provided for herein is reached, whichever is earlier.

IV. Schedule for Completion of Services

Time is of the essence. The Engineer shall complete any and all services performed under this Agreement within the timeframes as outlined in Exhibit A, attached hereto.

Left Blank Intentionally

Attachment: SS7261 Lake Katherine Sewer Line Capacity Enhancement Novation Agreement (6099 : SS7261 AECOM CA#7 Lake Katherine

V. Compensation

A. The compensation to be paid by the City to the Engineer under this Agreement for Tasks 100 through 1000 as outlined in Exhibit A, will be a lump sum fee of Seven Hundred Fifty-eight Thousand, Six Hundred Ninety-five Dollars and No/100 ($758,695.00).

B. The compensation to be paid by the City to the Engineer under this Agreement for Task 1110 and Task 1120 as outlined in Exhibit A, will not exceed Ninety-five Thousand Dollars and No/100 ($95,000.00) and shall be based on an hourly rate fee schedule as provided for in Exhibit B. Use of contingency funds for additional services is dependent upon written authorization of the City.

C. The total compensation to be paid by the City to the Engineer under this Agreement shall not exceed Eight Hundred Sixty Three Thousand, Five Hundred and Twenty Dollars and No/100 ($863,520.00).

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). 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 Sub-consultants shown on Exhibit D hereto, and identify if the subcontractor is a Minority or Female Business Enterprise. Each invoice shall bear the signature of the Engineer, 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.

VI. Indemnification, Hold Harmless And Insurance

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

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 subcontractor of the Engineer commencing any services under this Agreement. The City of Columbia shall be the Certificate Holder and shall be named as an Additional Insured.

C. The Engineer shall hold harmless, defend and indemnify the City from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Engineer's performance or nonperformance of the services or subject matter called for in this Agreement.

Left Blank Intentionally

Attachment: SS7261 Lake Katherine Sewer Line Capacity Enhancement Novation Agreement (6099 : SS7261 AECOM CA#7 Lake Katherine

VII. Mentor-Protégé Program (http://www.columbiasc.net/business-outreach/)

The City of Columbia shall encourage, 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. If the City of Columbia has determined that participation in the City's Mentor-Protégé Program is required for this project. The Engineer must substantially comply with the terms of the Implementation Plan Exhibit E for the duration of the project. The Engineer must comply with the Mentor Protégé Program Guidelines attached hereto as Exhibit F. The Engineer agrees that the Mentor Protégé Program does not create any contractual rights and/or duties between the City and the Protégé and that the City is not a party to the Implementation Plan.

VIII. Permits and 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 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 necessarily be limited to, SCDHEC Construction Permits, SCDHEC Stormwater Management for Construction Sites Permits, SCDHEC Water Resources Permits, Corps of Engineers Permits, City/County/SCDOT Encroachment Permits, Encroachment Permits for other utility rights-of-way and Railroad Right-of-Way Encroachment Permits/Agreements. The City shall obtain the approvals and/or permits identified by the 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.

IX. 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

Attachment: SS7261 Lake Katherine Sewer Line Capacity Enhancement Novation Agreement (6099 : SS7261 AECOM CA#7 Lake Katherine

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.

X. 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 having been notified by the City of such deficiency;

C. Force Majeure;

D. The City shall, at its sole option and discretion, have the right to terminate this contract for any reason whatsoever. A termination for default under this Agreement, if wrongfully made, shall be treated as a termination for convenience under this clause;

E. Upon expiration of the term of this Agreement; and

F. By mutual agreement.

Notice of termination shall be sent by registered mail, return receipt requested. In the event of termination, the 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.

XI. Ownership of Project Documents

All data, documents or other information of any description generated by or used by the Engineer or any subcontractor 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.

XII. Notice

A. Written notice to the City shall be made by placing such notice in the United States Mail, postage prepaid and addressed to: Director of Utilities and Engineering, City of Columbia, Post Office Box 147,

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Columbia, South Carolina 29217.

B. Written notice to the Engineer shall be made by placing such notice in the United States Mail, postage prepaid and addressed to: URS Corporation, 101 Research Drive, Columbia, SC, 29201.

XIII. 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.

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

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

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.

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

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

CITY OF COLUMBIA, SOUTH CAROLINA

Witness

By: Teresa Wilson
Teresa Wilson, City Manager

Witness

URS Corporation

By:
Title: Vice President

RECOMMENDED BY:
Joseph D. Jaco, P.E., Director of Utilities and Engineering

RECOMMENDED BY:
Melissa A. Gentry, P.E., Assistant City Manager for Operations

URS Corporation.2014.Agreement.SS7261.LakeKatherineSewerLineCapacityEnhancement.kr

APPROVED AS TO FORM
3.7.14
Legal Department, City of Columbia

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APPROVED AS TO FORM
Legal Department, City of Columbia

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EXHIBIT A

SCOPE OF SERVICES

City of Columbia
CIP # SS7261
Lake Katherine Sewer Line Capacity Enhancement

The services performed as a part of this Scope of Service include providing technical consulting support to the City of Columbia (CITY) for a sewer line capacity enhancement project including evaluation of alternative alignments, and engineering and design services for the project to reduce sanitary sewer overflows (SSOs) along the existing major 24-inch trunk line generally located between Richland Fashion Mall at Forest Drive and Lake Katherine near Kilbourne Road. Total length of the trunk line to be upgraded is approximately 11,600 linear feet (MH SS-GC08-24315 to MH SS-GC08-06828 on the CITY's GIS mapping). The project limits and the recommended upsizing of the existing 24-inch truck line to a 30-inch gravity trunk line were developed and recommended by Hazen and Sawyer in a previous flow and hydraulic analysis done for the CITY.

The general location of the gravity trunk line is shown on Figure 1 attached. This trunk line experiences overflows into Lake Katherine during significant rain events. The purpose of this project is to evaluate alternative routes for the upsized line, confirm capacity issues (references to Hazen and Sawyer Report) and perform engineering and design services for permitting, bidding, and construction.

In general, URS Corporation (Consultant) will provide the following scope of services:

- Public Relations
- Evaluation of Replacement Alternatives
- Engineering Design and Permitting
- Engineering Services During Construction

Consultant will also be participating in the City of Columbia's Mentor Protégé Program as part of this project, utilizing DESA as our Protégé.

TASK 100 – Evaluation and Design Phase Administration

110 General Project Administration

Consultant 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. As part of project administration, Consultant will:

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- Participate in design review and construction progress meetings with the City as outlined.
- Provide monthly invoicing and schedule updates pertaining to Consultant's portion of the work to the City. Provide a detailed project schedule within one week of execution of the Contract.
- Plan and perform project quality control and quality assurance.
- Project Administration will terminate at the completion of Task 500
- Provide monthly progress reports.
- Consultant will invoice monthly and include amounts invoiced by sub-consultants in accordance with the City's invoicing procedures.

120 Coordination Meetings

Throughout design of the project, Consultant will maintain regular contact through the CITY's staff. Progress meetings include:

- Kickoff meeting
- Monthly Progress meetings with CITY's Project Manager for duration of project
- One (1) public meeting in Task item 140
- One (1) meeting with Lake Katherine HOA in Task item 140
- One (1) meeting to discuss data gathering and field reconnaissance in Task item 210
- 50% and 90% replacement alternatives meetings in Task item 270 – Two (2) meetings total (this is considered 30% total project review meeting) and could serve as a monthly review meeting.
- 60% and 90%, review of design meetings in Task item 570 – Two (2) meetings total
- One (1) pre-bid meeting in Task item 710.

130 Project Management & Coordination with the CITY

- Consultant will communicate with the CITY through a single point of contact, Consultant's Project Manager.
- Consultant will utilize SharePoint provided by the CITY to share and file documentation of project progress, data, decisions, deliverables, design and management of the project.
- Consultant will adhere to and update schedule as shown in Attachment C.
- Consultant will conduct coordination meetings as outlined in Task 120 of this agreement.

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140 Public Outreach

Consultant through its sub-consultant, DESA, will provide public relations for this project to include:

- Meet with the CITY to discuss logistics and receive input for public meeting.
- Consultant/DESA will coordinate and secure a location as close to the project location as possible for a public meeting.
    - Conduct one meeting prior to completing route selection (topics included are overview of project description and its purpose, schedule, properties effected, what to expect during design and construction, anticipated easements, restoration of property, contacts for communication with CITY and Consultant.)
- Conduct a public meeting with the Lake Katherine Homeowners Association prior to construction. (topics included are overview of project description and its purpose, schedule, properties effected, what to expect during design and construction, anticipated easements, restoration of property, contacts for communication with CITY and Consultant)
- Consultant/DESA will utilize the CITY customer database to notify customers in the area by mailers to inform them of the type of work being conducted and who to contact with questions or concerns.
- Consultant/DESA will prepare all displays and handouts needed for the meetings.

150 Mentor-Protégé Program

Consultant and DESA will provide the following in compliance with the City of Columbia's Mentor-Protégé Program:

- Consultant will continue the existing Mentor-Protégé Agreement with DESA.
- Consultant will update the existing Mentor-Protégé Business Plan per the "City of Columbia Mentor-Protégé Program Guidelines".
- The updated Mentor-Protégé Project Scope and Mentor-Protégé Business and Implementation Plans will be presented to the City of Columbia for approval.
- Schedule and attend all quarterly developmental meetings.
- Comply with deadlines for furnishing information required under the Mentor-Protégé Program.
- Document and maintain copies of communications between the Mentor and the Protégé.
- Prepare and submit a quarterly report form to the City of Columbia's Office of Business Opportunities.

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TASK 200 – Preliminary Planning, Investigation, Engineering and Alternative Analysis

210 General Data Collection, Field Recon and Coordination

- Consultant will coordinate with the CITY to obtain existing utility mapping in the project area.
- Consultant will obtain county tax map records for identifying property potentially affected by the project.
- Consultant will obtain SCDOT and CITY maps for road and street right-of-way information.
- Consultant will contact other utilities in the area that can be determined from field observation for mapping and location information that may impact alignment of the proposed sewer.
- Consultant will utilize existing aerial mapping along with utility mapping, county property maps and street right-of-way information to determine possible sewer line routing alternatives in a table top type route analysis.
- Field Reconnaissance:
    - Based upon the table top analysis, field reconnaissance will be conducted on the identified routing alternatives. Observation during the field reconnaissance will be recorded and used to identify qualifying or disqualifying issues associated with the routing alternatives.
    - Consultant will meet with the CITY to discuss results of the data gathering and field reconnaissance. Upon agreement of the resulting possible alternatives more detailed evaluation of alternatives will be conducted.

220 Alternative Analysis and Route Selection

- Upon completion of Task 210, Consultant will proceed with alternative analysis including the following alternatives:
    - Relocating the new gravity line within or adjacent to the existing sewer line easement (same general alignment as the existing line).
    - Relocating the new gravity line along a different alignment.
    - Relocating the new gravity line within or adjacent to the existing sewer line easement except in selected areas where it may be advantageous to vary the alignment outside the existing easement to avoid construction and maintenance conflicts.

230 Preliminary Agency Coordination and Meetings

- Upon selection of final route selection, Consultant will contact all known regulatory agencies that may have jurisdiction in the project area to coordinate any permitting and notification actions required.

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240 Preliminary Utility Coordination and Meetings

- Upon selection of final route selection, Consultant will contact all known utilities located in the project construction area to coordinate any easements, encroachments, and design considerations to be addressed.
- Consultant will provide utility coordination for the project and provide utility mapping for the selected route.

250 Design Criteria

- CITY will provided the hydraulic report by Hazen and Sawyer to support the sizing of the proposed 30-inch gravity line design and the adequate capacity of the downstream system components.
- Decision factors for the alternative analysis will be developed by the Consultant and reviewed by the CITY. Possible evaluation factors include; cost, constructability, access for maintenance, public impact, property, permitting, utility and other relevant factors as to provide recommendations for the most economical and reliable solution.
- Consultant will design the new 30-inch gravity line in accordance with SCDHEC regulations, the CITY standards, permitting requirements, and standard civil engineering practices.

260 Opinion of Probable Construction Cost and Schedule

- As part of the alternative routing analysis the Consultant will prepare an opinion of probable construction cost and update the project schedule.

270 Preliminary Design Reviews

- Consultant will prepare a report of findings and recommendations for review by the CITY.
  - Consultant will conduct a 50% complete replacement alternative task progress meeting to discuss preliminary findings and discuss early elimination of any alternatives for which it becomes obvious there is not a feasible solution.
  - Consultant will convene a 90% complete replacement alternatives meeting with the CITY to present the results of the study and solicit feedback on the recommended alternative.

280 Preliminary Alternative Analysis and Engineering Report

- Upon approval by the CITY, Consultant will prepare a final report documenting the alternative analysis criteria, evaluation, decision process and findings to include the final alignment recommendation and preliminary opinion of probable

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project cost. This submittal will be considered the 30% overall project completion review.

TASK 300 – Survey and Utility Mapping

Once the final alignment has been selected by the CITY, field investigations for that alignment shall be conducted in support of plans preparation and final design.

310 Field Survey

- Property owners along the selected routing for the new sewer line will be notified in writing by Consultant's sub-contractor, DESA. Survey notification will be given and a contact for any questions or objections to the survey will be provided to each property owner.
- All surveying shall be in accordance with current South Carolina surveying standards and conducted using conventional, GPS, or other accepted methods.
- Horizontal datum shall be: SC State Plane Coordinates NAD83 (2007)
- Vertical datum shall be: NAVD 88
- The Consultant's surveyor will complete field surveying along a 50-foot wide corridor of the proposed pipeline alignment. All relevant visual or physical features along the route will be surveyed including significant or "specimen" trees 12 inches and larger, rock outcroppings, structures, geotechnical bore locations, etc. and will make detailed records for inclusion in field survey files. Detailed surveying associated with mapping delineated wetland boundaries is not included in this scope of services. Consultant's surveyor shall recover existing horizontal control monuments and establish GPS control points along the pipeline alignments. Consultant's surveyor shall traverse along the proposed pipeline route to locate existing sanitary sewer manholes, property boundaries, and other existing utilities and physical features. Consultant's surveyor shall recover existing vertical control points. Temporary benchmarks (TBMs) will be established along the project corridor at approximately 1,000-foot intervals. Consultant's surveyor will also provide top of bank, bottom of bank, and water surface elevations at all water crossings along the proposed pipeline alignments. Significant rock outcroppings shall be identified.
- Locate both horizontally and vertically (where appropriate) along the routes of each of the proposed water lines, all exposed structures, land features, property corners (as required), marked utilities, etc., such as, but not limited to, location of paved roads and driveways (w/type identified); stormwater culverts with inverts and any headwalls or inlet/junction boxes (w/size and invert elevations identified); stormwater ditches (w/top and bottom of banks identified); power poles and guy wires (w/connection of overhead power lines to adjacent poles); electric boxes; gas valves and meters; water valves, meters, and fire hydrants; exposed pipes (w/type, diameter, and material identified); cable boxes; telephone pedestals; mailboxes; fences; signage (street name, traffic, etc.); tree and brush lines; all trees of sufficient size that require protection according to applicable

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sections of Richland County's current tree ordinance (with identification of size and type); and any other miscellaneous aboveground structure or feature.

- All underground utilities as identified and marked in the field by the local utility locating service or the Consultant's Subsurface Utility Engineering sub-consultant shall be located by the survey. This shall include, but not be limited to, all electric, gas, water, cable, stormwater, fiber optics, and telephone service lines. It will be the responsibility of the ENGINEER's surveyor to contact the utility locating service in the appropriate amount of time prior to field surveying, such that all service lines as identified can be properly located. The ENGINEER's surveyor will, at a minimum, contact the Palmetto Utility Protection Service (P.U.P.S.) at 1-800-721-7877 and CITY for field locating all underground utilities.
- All State and County ROWs and any existing obvious and apparent utility easements within the project limits shall be researched through the appropriate entity and identified by the Consultant's surveyor for use during the survey and used for design purposes. This information shall be included in the electronic file and survey drawings.
- Cross Sections along the center of the pipe route shall be taken every 100 feet at a minimum and at locations in between as required to define changes in slope, ditch crossings, etc., as necessary to develop an accurate topography of the survey extents.
- The Consultant shall determine the necessary corridor to be surveyed for this project. At a minimum topographic survey and cross sections will include up to a 50 foot corridor and cover the area from the edge of pavement to the limits of a temporary construction easement. Where the transmission main is located adjacent to an existing roadway, the opposite side of pavement and driveways will be horizontally located to facilitate developing traffic control plans for the construction phase. Where the transmission main is within the road right of way, the adjacent property owners and their parcel sidelines will not be mapped.
- From the survey data, the survey subcontractor shall prepare final AutoCAD 2010 electronic files of the entire survey that accurately locates all horizontal (planimetric) features and contains, on separate layers, all feature labels and all surveyed points with point number, description, and elevation.

320 Property Research and Easement Exhibits

- In consultation with CITY, the Consultant's surveyor shall survey, research, plat, and prepare all easement descriptions for all required permanent easements that will be required to construct the proposed transmission main. Exhibits shall be prepared in accordance with the standards of the CITY for recording. This Scope of Services is based on preparing 100 easement exhibits. An amendment will be issued if additional easement exhibits are required.

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330 Utility Mapping

- The Consultant's surveyor shall provide existing utility information along the route of the survey. This information will be obtained with assistance of PUPS. No Sub Surface Utility Engineering (SUE) is proposed for this project; however a minimum of eight (8) Test Holes shall be included in the cost of the project to determine utility depths at Trenholm Road and South Kilbourne Road.

TASK 400 – Geotechnical Investigation

410 Field Investigation

- CONSULTANT will subcontract DESA for geotechnical services to provide subsurface soil conditions along the proposed project routing. Up to 10 boring will be performed along the preferred routing to determine general soil conditions. This information will be used to design pipe bedding details, evaluate soils for potential dewatering requirements, the capability of soils to be effectively dewatered, estimate rock excavation, and estimate amounts of additional suitable backfill material needed (if any) for the project. A minimum of two borings per each "bore & jack" location is required.
- Split-barrel samples will be taken at each boring. Boring will be backfilled at the end of each day and groundwater level will be monitored before backfilling. Borings within the SCDOT right-of-way will be backfilled with grout. No restoration beyond backfilling bore holes has been anticipated in this scope of work.
- Sub-consultant will obtain all SCDOT and City permits required to conduct investigation on public right-of-way. CITY will obtain right of entry and investigation as required on private property.

TASK 500 – Final Design

510 Roadway Coordination (City, Town, County, State, Federal)

- Consultant will contact and meet as necessary with City, County, State and Federal agencies to determine design parameters for construction of the new transmission line within the roadway rights-of-way.
- Consultant will coordinate final design with the requirements of all roadway encroachment permits

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520 Utility Coordination

- Consultant will contact and meet as necessary with utility agencies that have existing utilities within the construction limits to determine design parameters, right-of-way encroachment requirements and resolve conflict issues related to the of the new transmission line adjacent to or cross existing utilities.
- Consultant will coordinate final design with the agreed upon requirements of all encroachment permits and conflict resolution solutions.

540 Project Plans and Specifications

- CONSULTANT will prepare drawings and specifications depicting the scope, extent, and character of the materials to be provided and the work to be performed by an installation contractor. One set of contract documents will be provided to the CITY to be used to solicit bids for the construction of the project. The Contact Documents shall consist of and include the following:

  - Detailed plan and profile drawings on 24" x 36" plan sheets
  - Relevant features impacting construction as located by the survey.
  - Design and construction details.
  - Sediment and erosion control details.
  - Relevant environmental features.
  - Traffic control plans.
  - Existing pipe demolition/abandonment as needed
  - By-pass pumping plan as needed
  - Specifications coordinated with the CITY'S standard contract documents.
  - Special conditions related to permit requirements and easement requirements.
  - Material specifications including minimum installation requirements.
  - CITY will provide the standard contract, advertisement, general conditions, supplemental conditions, bid form, City procurement program requirements, etc. CONSULTANT will provide the technical specifications, bid quantities, measurement and payment items and special provisions.

- Upon approval of the 100% submittal, CONSULTANT will provide one set of final bid plans, a CD containing PDF's of the signed and sealed drawings, one sided copy of unbound specifications and final cost estimate in digital format to match the bid tab item list.

550 Regulatory Agency Coordination

- Consultant will contact and meet as necessary with City, County, State and Federal regulatory agencies to determine design parameters for construction of the new transmission line in accordance with regulatory requirements.

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- Consultant will coordinate final design to comply with regulatory requirements.
- Potential agencies are:
  - South Carolina Department of Health and Environmental Control
  - US Corps of Engineers - Wetlands
  - City of Columbia – Streets Division
  - City of Columbia - Stormwater
  - South Carolina Department of Transportation

560 Opinion of Probable Construction Cost and Schedule

- Consultant will submit an opinion of the probable cost for the Project including construction costs, contingencies and other related items at the 60%, 90% and 100% plan reviews. Since Consultant has no control over the cost of labor, materials, equipment, or the Contractors' methods of determining price or competitive bidding, we cannot and do not guarantee that proposals, bids, or the project construction cost will not vary from the opinion of the probable cost of the Project.

570 Design Reviews

- Consultant will conduct an Internal Technical Review using the Consultant's Quality Management System (QMS) program. A copy of this program will be submitted to the CITY at the beginning of the project.

- After each Internal Technical Review, Consultant will provide the CITY copies of plans and specifications for the Project for review and approval at the sixty (60%) percent and ninety (90%) completion milestones. Consultant will meet with the CITY during these milestones to discuss the project and obtain input from the Client. Following the review, Consultant will make revisions as requested by the City. Documentation of the completed reviews will be provided to the CITY by the Consultant. Following the technical reviews, Consultant will make modifications to the construction documents.

- Upon approval by the City, plans and specifications and any permits obtained will be submitted to the CITY for production during the bidding process.

TASK 600 – Permits and Property

610 Property and Right-of-Way Assistance

- Easements – Refer to task 320 above.
- The Consultant will rely on Richland County Tax Map information in identifying property owners and will research Richland County records for property plats that

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have been recorded and filed with the County. The Consultant cannot guarantee the accuracy of the County records, but will revise the plats as necessary if during the legal research and easement acquisition process corrections are required to the plats.

- This scope assumes the CITY staff will obtain all necessary easements including temporary construction easements and new permanent easements utilizing the easement plats prepared by the Consultant.
- Easement preparation will begin at the 30% phase and shall be submitted to the City at the 60% phase. Any rework of easement plats between the 30% and 60% phase will be at no cost to the City.

620 Permits

- Construction Permit: Upon CITY approval of the ninety (90%) percent completion documents, Consultant will submit copies of the project plans and specifications for final review and approval by the South Carolina Department of Health and Environmental Control (SCDHEC); work with SCDHEC and assist the CITY in efforts to obtain the necessary permits and/or approvals; and furnish SCDHEC with the required number of copies of plans and specifications needed for review and approval. The CITY is responsible for all fees.

- Stormwater Permit: The scope assumes a Notice of Intent (NOI) Application for Stormwater Discharges from Construction Activities (sediment and erosion control permit) will be required by the City of Columbia. Upon CITY approval of the ninety (90%) percent completion drawings, Consultant's subcontractor, DESA, will prepare a Stormwater Pollution Prevention Plan and NOI application for submittal and approval by the City of Columbia. Consultant will provide all required submittal copies and respond to all inquiries by the CITY. The CITY is responsible for all fees associated with the NOI approval process.

- Wetlands Permit: This scope assumes wetland delineation and mitigation will be required. Consultant's sub- consultant, CECS, will delineate wetlands and upon CITY approval of the sixty (60%) completion documents, Consultant will submit for wetland permit application for review and approval by the US Corp of Engineers; work with the US Corp of Engineers and assist the CITY in efforts to obtain the necessary permits and/or approvals; and furnish the US Corp of Engineers with the required number of copies of plans and specifications needed for review and approval. The CITY is responsible for all fees.

- Roadway Encroachment Permits: This scope assumes a City of Columbia and /or a SCDOT Encroachment Permit will be required. Upon approval by the CITY of the ninety (90%) percent completion documents, Consultant will submit for review and approval for an Encroachment Permit by the City of Columbia and/or the SCDOT; work with the City of Columbia and assist the CITY in efforts to obtain the necessary permits and /or approvals; and furnish the City of Columbia

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with the required number of copies of plans and specifications needed for review and final approval. The CITY is responsible for all fees.

- Railroad Permits: This scope does not include railroad encroachment permits or permits/reporting required for SRF funding. If they are required, they can be added by amendment.

TASK 700 – Bidding and Award

710 Bidding Assistance

- Consultant will provide services during the bidding phase to include attending a pre-bid conference, providing technical interpretation of the bid documents, issuing addenda, assisting with responses to requests for information (RFI's), attending the bid opening.,
- It is assumed that the duration of the Bid Period will be forty-five (45) days and that the CITY will be distributing the bid packages. An additional sixty (60) days is assumed from selection of the Contractor to the issuance of the Notice to Proceed.

- While a formal prequalification process is not anticipated, Consultant will work with the CITY to include qualification requirements in the Specifications that will be submitted by the bidders with the bids.

720 Award Recommendation

- Consultant will review bids received and assist CITY in evaluating the bids and recommending award of the contract.

TASK 800 – Engineering Services During Construction

810 General Administration of Construction Contract

- This scope assumes 11,600 linear feet of 30–inch gravity sewer will be constructed and the existing 24-inch gravity will be removed or abandoned. After award of the construction contract, Consultant will assist the CITY with the contract administration and provide periodic observation of the construction work. It is anticipated that the construction period for the sewer replacement project will be twelve (12) months (365 days) for substantial completion and sixty (60) days for final completion with construction duration of 425 days. An increase in the construction schedule may require an amendment to authorize additional construction services.

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- Consultant will provide general services during construction as described herein. In the performance of its services during the Construction Services, Consultant shall not supervise, direct or have control over Contractor's work nor shall 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's, or for any failure of the Contractor's compliance with laws, rules, regulations, ordinances, codes or orders applicable to Contractor's.

- 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 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 all other documents pertaining to the construction contract;

  c) Hold a pre-construction meeting and monthly progress meetings that will address critical schedule requirements, payment procedures, emergency procedures, schedule updates, coordination issues, change orders, quality assurance testing approvals, and any other issues related to completion of the project. One (1) pre-construction meeting and fourteen (14) monthly progress meetings have been budgeted. Consultant will submit meeting minutes of all meetings to the CITY.

820 Submittal & Pay Application Review

- Shop Drawing Review: Consultant will review and approve (or take other appropriate action with respect to) Shop Drawings and samples, the results of tests and inspections, and other data that the Contractor is required to submit for conformance with the design concept of the Project and compliance with the information given in the Contract Documents; and receive and review (for general content as required by the Specifications) maintenance and operating schedules and instructions, guarantees, bonds and certificates of inspection which are to be

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assembled by the Contractor in accordance with the Contract Documents, and transmit them to the CITY with written comments.

- Request for Information (RFI): Consultant will review and respond to Contractor's RFI as they relate to the contract requirements.
- Preparation of Design Clarifications: A necessary part of any construction project is the preparation of design clarifications and other routine supplementary information. This work will be performed by the Consultant and reviewed with the CITY. Consultant will issue necessary interpretations and clarifications of the Contract Documents; have authority, as the CITY's representative, to require special inspection or testing of the work; act as initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the work thereunder, and make decisions on all claims of the CITY and Contractor relating to the acceptability of the work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the work.
- 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.
- Review of Applications for Payment: Based on on-site observations and review of the applications for payment with the accompanying data and schedules, Consultant will review the amounts payable to Contractor on a monthly basis. Consultant will then forward applications for payment to the CITY for payments due to Contractor.

830 Change Management

- Change Orders and Time Extensions: Consultant will provide services in connection with change orders to the Construction Contract to reflect minor changes or deletions requested by the CITY Consultant or the Contractor and make revisions to Drawings and Specifications occasioned thereby. An accurate listing of additional costs and credits as a result of change orders will be maintained by Consultant. Upon receipt of a requested change order, Consultant will review it in detail and then discuss it with the CITY, and, together, will determine the manner in which to proceed. Larger changes or claims asserted by Contractor and major redesigns requested by the CITY or Contractor may require additional analyses or evaluation beyond the scope of this Contract.

840 Completion Monitoring & Documentation

- Quality Assurance Testing: Consultant will specify the quality assurance testing that is necessary for the project in the construction specifications relative to its designs.
- Final Inspections: Consultant will perform the following:
  - Conduct a walk-through inspection with the Contractor and the CITY to determine if the Project has reached substantial and/or final completion
  - Prepare a punch list of work items remaining.

Attachment: SS7261 Lake Katherine Sewer Line Capacity Enhancement Novation Agreement (6099 : SS7261 AECOM CA#7 Lake Katherine

URS

- 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.
- Observe the work of the Contractor to see that it has been completed in substantial accordance with respect to the Drawings and Specifications prepared by Consultant.
- Stormwater Closeout Inspection & Notice of Termination

850 Periodic Construction Observation

- Construction Observation: Consultant's project engineer will visit the site (excluding visits coinciding with monthly progress meetings) to observe the progress and quality of the executed work of the Contractor and to determine, in general, if such work is proceeding in accordance with the Contract Documents. During 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. Considering the complexity of this work and its location, this scope includes the following time for observation of construction:
  - Project Engineer – Average of 8 hours/week (52 weeks) (Total of 416 hours)
  - DESA – Average of 20 hours/week (44 weeks) (Total of 880 hours)
  - Principal – Total of 40 hours for the 60-week project schedule
- This scope includes site visits for twelve (12) months (52-weeks) by the Project Engineer and ten (10) months by the DESA field representative. If additional site visits are required, this contract will be amended to provide such additional services.

TASK 900 – Full Time Construction Inspection

- This service is not provided under this agreement.

TASK 1000 – Project Closeout

1010 Record Drawings

- Consultant will prepare record drawings in electronic format as approved by the City and in accordance with the City's record drawing standards. The final record drawings will be delivered in electronic format on a DVD. Drawings will be provided in a format compatible to the CITY's GIS system.

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1020 Punch List and Final Inspection

- See Task 840 of this agreement.

1030 O&M Submittals

- At the conclusion of the project, Consultant will receive, review and transmit to the CITY with written comments guarantees, Bonds, and certificates that are required by the Contract Documents and provided by the Contractor.
- No O& M submittals are anticipated on this project.

1040 Digital Information Submittals

- The final record drawings will be delivered in electronic format on a DVD. Drawings will be provided in a format compatible to the CITY's GIS system.

1050 Final Notice of Acceptability of the Work

- See Task 840 of this agreement.
- 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.

TASK 1100 – Additional Services

1110 General Task

The CITY reserves the right to amend this Agreement so that Consultant may furnish additional services such as those listed below:

- Additional gravity sewer replacement above the 11,600 linear feet identified in the project description.
- Additional Surveying outside original scope or for Record Drawings.
- Additional Construction Services beyond the hours and time allotted under Task 850 in this agreement
- Flood Study or Flood Impact Analysis
- Professional engineering services related to additional or extended design, bidding, and construction services. Bidding services are based on a forty-five (45) day advertisement period.
- Additional meetings with homeowners and agencies beyond those scheduled in the agreement

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For services rendered under Task 1100 - Additional Services, compensation to the Consultant shall be negotiated with the CITY. An allowance is provided in this proposal to cover additional services. No additional services will be performed without written approval from the CITY.

1120 Optional 42-inch Gravity Sewer Capacity Enhancement and Upgrade

- The CITY is considering upgrading an approximate 400 linear foot section of the existing 30 and 36–inch gravity sewer between the termination point of this project and the beginning the existing 42-inch gravity sewer located on Fort Jackson Blvd. This work has been included in this agreement as optional additional services.

- Compensation to the Consultant for the survey, design, permitting, bidding, award, and construction services to add 400 linear feet of 42-inch gravity sewer line to this project between the intersection of the new 30-inch gravity line with the existing 30-inch gravity line and the beginning of the existing 42-inch gravity line on Fort Jackson Blvd is included in this project however, this compensation and design of this task shall be authorized separately by the CITY. Compensation listed in this agreement for this work assumes it will done concurrently with the 30-inch gravity sewer design and included in a single project permitting, plans, construction schedule, construction contract by one contractor, etc.

ATTACHMENT A TO EXHIBIT A

RESPONSIBILITES OF THE OWNER

Attachment: SS7261 Lake Katherine Sewer Line Capacity Enhancement Novation Agreement (6099 : SS7261 AECOM CA#7 Lake Katherine

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The responsibilities of the CITY as described in Exhibit A are amended and supplemented as follows:

The CITY agrees to perform the following:

- Provide assistance in gaining access to all sewers and sewer easements for which field services will be provided.
- Notify Consultant of property owners who may pose problems with Consultant's ability to safely gain access to manholes and assist the Engineer with gaining safe access.
- For manholes and sewer line that may be surrounded by water of depth over 8" or require access to the right-of-way through water, assist Consultant by providing use of the City's amphibious, all terrain, off-road vehicle (Argo).
- Provide access to locked manholes.
- Respond to requests for information and review deliverables in a timely manner.
- Pay all permitting and other local fees that may arise from the work completed as part of this Agreement.
- Provide independent quality assurance testing required by the specifications or deemed reasonable by Consultant and CITY.
- Provide available data as requested in the agreement.

Attachment: SS7261 Lake Katherine Sewer Line Capacity Enhancement Novation Agreement (6099 : SS7261 AECOM CA#7 Lake Katherine

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EXHIBIT B

COMPENSATION

City of Columbia
CIP # SS7261
Lake Katherine Sewer Line Capacity Enhancement

Compensation for services provided under Tasks 100 through 1000 as outlined in Exhibit A, Scope of Services, will be the lump sum of $758,695. Compensation for services provided under Task 1110, Additional Services as outlined in Exhibit A Scope of Services, will be on an hourly basis as approved by written consent by both parties and is estimated at $95,000. Total contract amount is $853,695. An estimated breakdown of the fee is shown in the following table:

Task	Description	Hours	Subconsultants	Total
100	Evaluation and Design Phase Administration	918	$ 10,400	$ 114,890
200	PER & Alternates	1055	$ 25,300	$ 130,525
310	Survey	515	$ 8,800	$ 77,325
320	Survey Plats*	530		$ 45,000
400	Geotechnical	90	$ 13,000	$ 14,200
500	Final Design	1130		$ 131,785
600	Permits	600	$ 44,100	$ 53,050
700	Bidding & Award	46		$ 6,100
800	Construction Services	2160	$ 97,500	$ 190,285
900	(Not Applicable)			
1000	Project Closeout	60		$ 5,360
	Subtotal	**7104**	**$ 199,100**	**$ 768,520**
1110	Additional Services			$ 70,000
1120	400 LF 42-Inch GS – optional services			$ 25,000
	Total of Contract		**$ 199,100**	**$ 863,520**
	% of Contract		23%	

* Based on 100 plats at $450/plat. If fewer plats are required then cost will be adjusted; if more plats are required then cost will be increased accordingly.

The Engineer's requirement for Sub-Consultant and/or Protégé Participation is 20%.
This contract has:
2% Sub-consultant participation and
21% Protégé participation

Attachment: SS7261 Lake Katherine Sewer Line Capacity Enhancement Novation Agreement (6099 : SS7261 AECOM CA#7 Lake Katherine

Attachment A to Exhibit B
URS CORPORATION ("URS")
HOURLY RATE SCHEDULE

Schedule 2013B

Hourly Rate Schedule and Chargeable Expenses for Engineering Services Provided

Labor

	Rate per Hour
Department Head	$200.00
Senior Project Manager (M3)	$180.00
Senior Environmental Scientist	$165.00
Project Manager (M2)	$145.00
Senior Project Engineer	$135.00
Project Manager (M1)	$130.00
Senior Design Associate	$120.00
Senior Environmental Health & Safety Manager	$120.00
Project Engineer	$110.00
Senior Hydro Geologist	$105.00
Environmental Scientist	$90.00
Senior Design Technician	$90.00
Engineering Associate	$90.00
Project Administration	$80.00
Project Representative	$80.00
Design Technician	$80.00
CADD	$75.00
Administrative Services	$60.00
Co-op Student	$50.00

Survey & GIS Services

Surveying Department Head	$140.00
Surveying Manager	$110.00
Surveying Associate	$75.00
Survey Crew Chief	$75.00
Instrument Operator	$50.00

Senior GIS Project Manager	$145.00
Senior GIS Analyst	$110.00
GIS Project Manager	$120.00
GIS System Designer	$115.00
GIS Analyst/Programmer	$105.00
GIS Specialist	$75.00
GIS Technician	$65.00

Other

Chargeable expenses	Actual cost plus ten percent
Overtime	Hourly rate plus fifty percent
Courtroom appearances (to include preparation)	Hourly rate plus fifty percent

Effective Dates **July 1, 2013 to December 31, 2013**

Note: Any revision or update in this hourly rate schedule shall be included in Agreements of which this page is part.

Attachment: SS7261 Lake Katherine Sewer Line Capacity Enhancement Novation Agreement (6099 : SS7261 AECOM CA#7 Lake Katherine

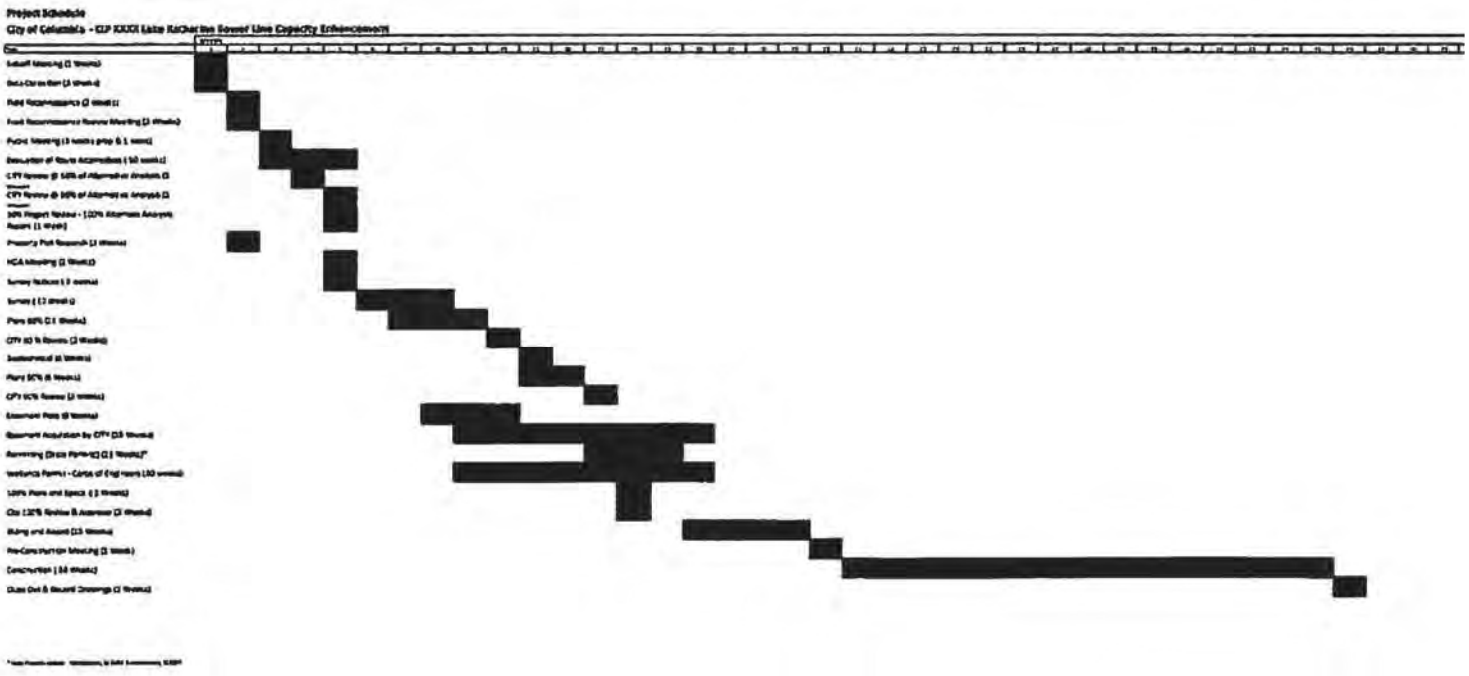
EXHIBIT C

City of Columbia
CIP # SS7261
Lake Katherine Sewer Line Capacity Enhancement
Schedule – Gant Chart

Attachment: SS7261 Lake Katherine Sewer Line Capacity Enhancement Novation Agreement (6099 : SS7261 AECOM CA#7 Lake Katherine

EXHIBIT C

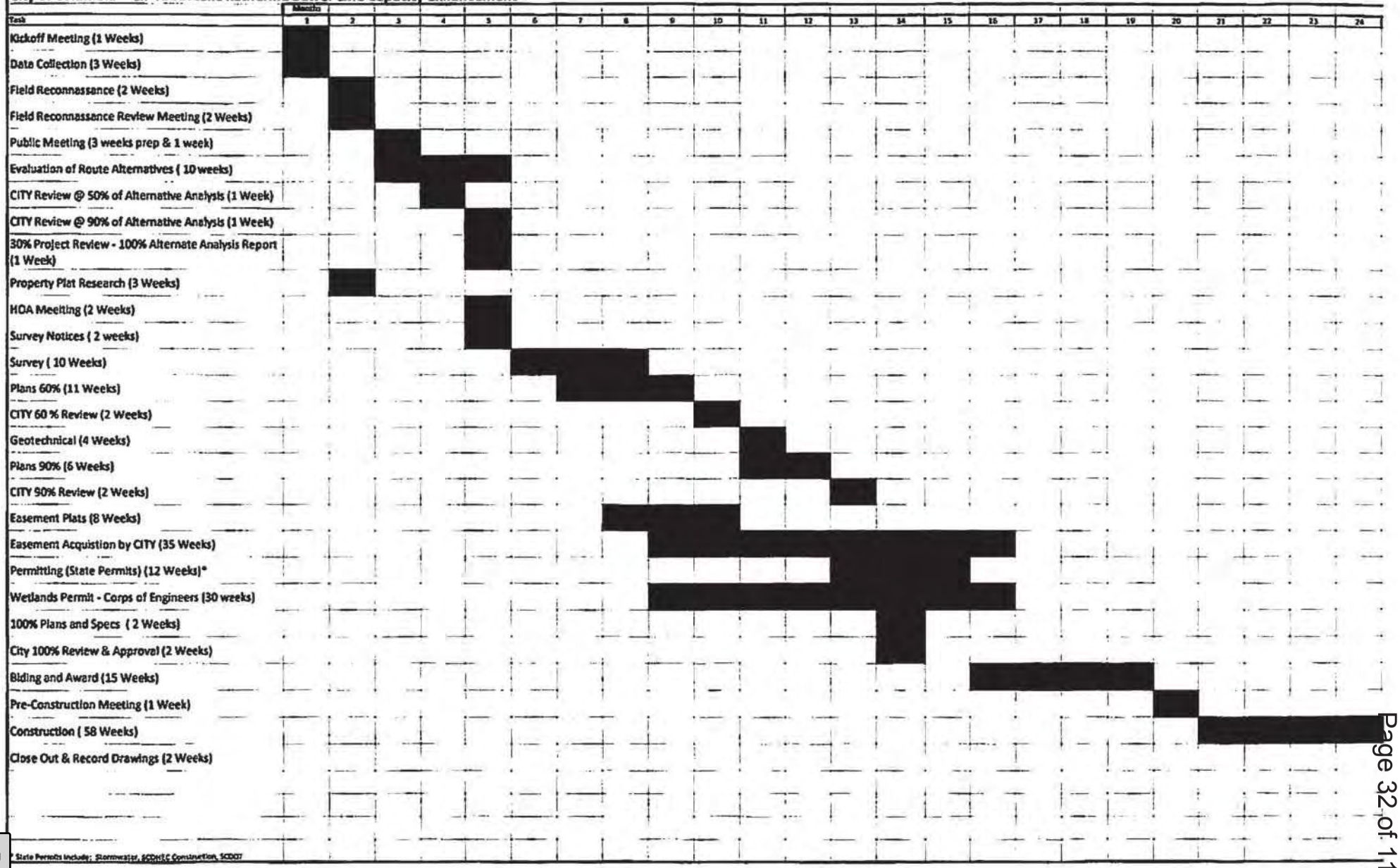
City of Columbia
CIP # SS7261
Lake Katherine Sewer Line Capacity Enhancement
Schedule – Gant Chart



Attachment: SS7261 Lake Katherine Sewer Line Capacity Enhancement Novation Agreement (6099 : SS7261 AECOM CA#7 Lake Katherine

Project Schedule

City of Columbia - CIP XXXX Lake Katherine Sewer Line Capacity Enhancement



* State Permits include: Stormwater, SCDHEC Construction, SCDOT

EXHIBIT A

Attachment: SS7261 Lake Katherine Sewer Line Capacity Enhancement Novation Agreement (6099 : SS7261 AECOM CA#7 Lake Katherine

Exhibit D

June 20, 2013

City of Columbia
CIP # SS7261
Lake Katherine Sewer Line Capacity Enhancement

SUBCONSULTANT FIRM INFORMATION RECORDS

The Engineer shall list all firms, including minority and female owned firms, providing subconsulting services under this Agreement. The list shall be submitted in the format provided below. Any proposed changes must be submitted in writing to the City, including the reason(s) for the proposed changes, prior to initiation of any action by the Engineer. Any invoices submitted for payment under this Agreement must include the dollar amount to be paid to each firm listed below for the invoice period.

Firm Name and Address	Contact Name & Telephone #	Group (MBE, FBE, SBE, Non M/F/SBE)	Services to be Provided	Dollar Value of Services*
CECS 2000 Park Street – Suite 201 Columbia, SC 29201	Tom Ballou (803) 779-0311	FBE	Wetlands	$18,900
DESA, Inc. 400 Percival Road PO Box 6805 Columbia, SC 29260	Diane Sumpter (803) 730-6466	M/F/SBE	Protégé – Public Relations , Construction Administration and Observation	$ 180,200

* Estimated fee; fee may vary based on actual services provided.

Attachment: SS7261 Lake Katherine Sewer Line Capacity Enhancement Novation Agreement (6099 : SS7261 AECOM CA#7 Lake Katherine

CITY OF COLUMBIA
SOUTH CAROLINA

City of Columbia
DEPARTMENT OF UTILITIES & ENGINEERING

Mentor-Protégé

Program Guidelines

UPDATED – 8-26-2013

FORM 701

Department of Utilities & Engineering • Compliance Division
1136 Washington Street, Suite 507 • Columbia, South Carolina 29201
Office: 803-545-3369 • Fax: 803-545-4130 • www.columbiasc.net

Attachment: SS7261 Lake Katherine Sewer Line Capacity Enhancement Novation Agreement (6099 : SS7261 AECOM CA#7 Lake Katherine

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City of Columbia

Mentor-Protégé Program Guidelines

Introduction:

The City of Columbia Disparity Study final report listed water and sewer construction as an area of potential development and opportunity for small, woman and minority-owned businesses. This program provides a strategy to increase the viability of small, minority and woman-owned businesses via participation in capital improvement projects. The City of Columbia through a Mentor-Protégé Program will assist Minority and Woman-owned businesses and Small Business Enterprises (M/W/SBE's) in the following objectives: 1) Coordinate operational assistance on water/sewer projects; 2) Facilitate bonding, financing and insurance capacity; and 3) Implement industry specific training, mentoring and collaboration.

The Mentor-Protégé Program was developed in partnership with the City of Columbia, the Office of Business Opportunities, the Department of Utilities & Engineering, Compliance Division, and the SC Minority Business Enterprise Center (SCMBEC) to provide the City of Columbia with an additional option for obtaining opportunities for M/W/SBE firms to develop and expand in all areas of water/sewer construction. While the Mentor-Protégé Program will initially focus on water/sewer projects, the Program may be expanded into other construction areas at the discretion of the City. The program offers an opportunity to increase skills and gain experience in a construction field situation to both less experienced M/W/SBEs positioned for training, operational, assistance, increased bonding capacity and financial competitiveness and established M/W/SBEs working to increase their present technical knowledge.

The relationship between Mentor and Protégé is voluntary. The foundation of this relationship is trust. In order to achieve their mentoring goals, the Mentor and the Protégé will collaboratively develop and agree to a Mentor-Protégé Business Plan that is fitting for both parties. The plan will identify the program goals they want to achieve through the effort.

Details and guiding principles of the Mentor-Protégé Business Plan are outlined as follows:

FORM 701
Department of Utilities & Engineering • Compliance Division
1136 Washington Street, Suite 507 • Columbia, South Carolina 29201
Office: 803-545-3369 • Fax: 803-545-4130 • www.columbiasc.net

Benefits to the City of Columbia:

- Enhances the capability of M/W/SBEs to compete for city contracts.
- Encourages private sector relationships/joint ventures and expands the Department of Utilities & Engineering, Compliance Division's, effort to identify and respond to the development needs of M/W/SBEs.
- Provides an avenue for historically disadvantaged Americans to achieve entrepreneurial success and contribute to the strength, energy and tax base of the City of Columbia's economy.
- Increases employment opportunities.
- Reduces bid and proposal costs for the Mentor, the Protégé, and the City of Columbia .

Definitions:

Below are the general definitions:

Mentor - A contractor (general or mechanical), design professional, engineer, architect, or construction manager who counsels a M/W/SBE on how to fully perform items of work and advises them on their professional growth over a period of time through participation in the Mentor-Protégé Program.

Protégé - A M/W/SBE who receives help, guidance, training, and support from a mentor who has a high level of operational experience in construction. One who is trained or whose professional growth is guided by a mentor in conjunction with the Mentor-Protégé Program.

Minority - A lawful permanent resident of the United States who is a Black American, a Hispanic American, an Asian-Pacific American, a Native American, or an Asian-Indian American.

Minority Business Enterprise (MBE) - A business firm which is 51% owned and controlled by one or more minorities. In addition, a MBE may be no more than 50% of its primary NAICS code size standard under the U.S. Small Business Administration criteria and size standards in 13 CFR Part 121.

Department of Utilities & Engineering • Compliance Division
1136 Washington Street, Suite 507 • Columbia, South Carolina 29201
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Women Business Enterprise (WBE) - A business firm which is 51% owned and controlled by one or more women. In addition, a WBE may be no more than 50% of its primary NAICS code size standard under the U.S. Small Business Administration criteria and size standards in 13 CFR Part 121.

Small Business Enterprise (SBE) - A concern, including its affiliates, that is independently owned and operated, is not dominant in the field of operation that it is bidding on government contracts, and is qualified as a small business in its primary NAICS code under the U.S. Small Business Administration criteria and size standards in 13 CFR Part 121. A SBE may be no more than 50% of the NAICS code size standard.

Objective:

The immediate objectives of the Mentor-Protégé Program are to provide M/W/SBE's with assistance and operational strategies that will improve their ability to compete in water-sewer and other construction projects of the City of Columbia. The City also seeks to increase the capacity and number of local firms competing for water/sewer capital improvement projects. The ultimate objective of the program is to develop M/W/SBE firms that are capable of participating in the industry as fully independent and viable firms.

Specific Objectives for the Protégé:

- Increase business capital.
- Increase bonding capacity.
- Increase gross revenues.
- Increase net earnings.
- Increase credit rating.
- Increase longevity and viability both during and after participation in the program.

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Implementation of the Program:

All contractors (general or mechanical), design professionals, engineers, architects, or construction managers that want to participate in this program shall have an approved application on file with the Department of Utilities & Engineering, Compliance Division.
Each Mentor and Protégé firm identified will complete and submit the following to the Department of Utilities & Engineering, Compliance Division:

- Mentor Application.
- Protégé Application.
- Protégé Assessment.
- Signed Mentor-Protégé Agreement committing the resources needed for a successful relationship.
- Mentor-Protégé Business Plan:

Each Mentor-Protégé team will, collaboratively, develop a Business Plan that addresses the strategic and tactical steps designed to help the Protégé achieve its objectives. The Business Plan may reflect any additional items that the Mentor or Protégé feels may be necessary to properly support the Protégé in accordance with the Mentor-Protégé Agreement.

The Department of Utilities & Engineering, Compliance Division, will determine whether to authorize the Mentor-Protégé Agreement based on a review of the proposed Mentor-Protégé Business Plan and the individual strengths and weaknesses of the two parties. The Department of Utilities & Engineering, Compliance Division, may create a Mentor-Protégé Review Committee to assist in the implementation, oversight, and guidance of the Program.

The Mentor-Protégé Review Committee may be composed of the following members:

- Department of Utilities & Engineering, Compliance Division.
- Other members as designated by the City.

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Developmental meetings should be held at least quarterly. The Protégé should discuss with the Mentor the efforts to implement the Business Plan and the subsequent results.

The specific items of the Business Plan should be reviewed to develop a course of action for any necessary corrections. Additionally, the Protégé should discuss the firm's current needs and concerns. The Protégé shall send quarterly reports to the Department of Utilities & Engineering, Compliance Division.
Upon successful completion of the program, the Mentor and Protégé will receive a Certificate of Completion.

Mentor and Protégé Qualification Requirements:

To be considered for the program, both the Mentor and the Protégé must have an approved application on file with the Department of Utilities & Engineering, Compliance Division.. Protégés must also submit a Protégé Assessment as part of the application.

Mentor and Protégé Applications and Protégé Assessments can be obtained from the Department of Utilities & Engineering, Compliance Division, and must be submitted in advance of any participation in the Mentor-Protégé Program. The applications are to be submitted to the Department of Utilities & Engineering, Compliance Division,

In order to be considered for the program, the Protégé should meet the following criteria:

- Have a good safety record as measured by OSHA criteria.
- Designate a senior level officer from the company authorized to enter the Mentor-Protégé Agreement.
- Have current certified financial statements.
- Have at least one year's cumulative experience on similar projects.
- Possess a current Contractor's (general or mechanical), Engineer's, or Architect's license to perform in South Carolina, or be qualified as a Construction Manager pursuant to Title 40, Chapter 11 of the Code of Laws of South Carolina.
- Have all necessary and current state and local licenses including a current City business license.

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- Have a place of business located in the City of Columbia or the South Carolina Counties of Richland, Kershaw, Lexington, Saluda, Newberry, Chesterfield, Charleston, Sumter, ~~Duval~~, Anderson, or Greenwood.

In order to be considered a Mentor in the Mentor-Protégé Program, an applicant should meet the following criteria:

- Have a good safety record as measured by OSHA criteria.
- Be bonded and licensed.
- Be financially stable.
- Have the necessary skills and resources to guide and train the Protégé.
- Be an established corporation and/or contractor (general or mechanical), engineer, architect, or construction manager generating more than $5 million dollars in annual revenue.
- Have all necessary and current state and local licenses including a current City business license.
- Have at least five (5) years experience in water/sewer and storm drainage construction or other pertinent fields of discipline.
- Demonstrate a willingness to provide developmental assistance that will enhance the ability of the Protégé to perform in a new area of operation.
- Demonstrate experience with previous minority, women and/or small business enterprise programs.
- Have current certified financial statements.

Mentor Responsibilities:

- Routinely communicate with the Protégé to review the Protégé's growth, improvements in staff knowledge and expertise, financial management and profitability, and technical assistance needs, and to discuss issues and situations encountered by the Protégé.

Attachment: SS7261 Lake Katherine Sewer Line Capacity Enhancement Novation Agreement (6099 : SS7261 AECOM CA#7 Lake Katherine

- Communicate progress issues or problems encountered to the Department of Utilities & Engineering, Compliance Division, as soon as possible after the concerns are identified.

- Carefully select staff to assign to the program.

- Introduce Protégé to various business resources, including banking, bonding, suppliers, management, and business industries.
- Quarterly progress reports reflecting the actions taken by the mentor-protégé team and its progress towards measurable objectives and criteria established in mentor-protégé agreement and business plan.

Protégé Responsibilities:

- Pledge the time, personnel, and resources required for a successful relationship.

- Make substantial progress in implementing the business decisions developed during the course of the relationship.

- Provide complete up-to-date information on the business, including development plans, work in progress, and status of bids.

- Routinely communicate with the Mentor to discuss issues and situations encountered.

- The Protégé shall not relinquish managerial or administrative control to the Mentor.

- Communicate progress issues or problems encountered to the Department of Utilities & Engineering, Compliance Division, as soon as possible after the concerns are identified.

- Quarterly progress reports reflecting the actions taken by the mentor-protégé team and its progress towards measurable objectives and criteria established in mentor-protégé agreement and business plan.

Mentor and Protégé Joint Responsibilities:

- Develop a Mentor-Protégé Agreement.

- Develop a Business Plan.

Attachment: SS7261 Lake Katherine Sewer Line Capacity Enhancement Novation Agreement (6099 : SS7261 AECOM CA#7 Lake Katherine

- Demonstrate a willingness to comply with the Mentor-Protégé Program.

- Schedule and attend all quarterly developmental meetings.
- Meet all deadlines for furnishing information required under the Mentor Protégé Program.

- Demonstrate responsiveness and a willingness to work together and be open to the possibility of creating teaming agreements or joint ventures.

- Hold the City of Columbia, including its employees, or agents harmless from any claim, suit action, or demand of creditors, or any other person(s) arising out of this Program.

- Document and maintain copies of communications between the Mentor and Protégé.

- Complete a quarterly report form for each project included in this program and submit the report to the Department of Utilities & Engineering, Compliance Division, by the 10th day following the end of each quarter.

The Business Plan:

The Business Plan may include, but is not limited to, the following:

- A statement demonstrating the commitments of the Mentor and Protégé to the Program.

- A description of the anticipated goals.

- A description of the resources and/or manpower the Mentor and Protégé are going to commit to the program, including timelines and milestones.

- A description of the Protégé's business operations.

- A description of the Protégé's current contracts/subcontracts.

- Potential resources to be used for bonding, insurance, financing, technical assistance, etc.

- Bonding and insurance strategies.

Attachment: SS7261 Lake Katherine Sewer Line Capacity Enhancement Novation Agreement (6099 : SS7261 AECOM CA#7 Lake Katherine

- Safety programs.
- Financing strategies.
- Work scheduling methods.
- Projections / pro forma for next five years of projects to be performed by team and by protégé separate from team.
- Marketing and bidding capabilities.
- Equipment acquisitions.
- A description of any training requested by the Protégé. Such training may include project planning, OSHA regulations, field operations, bonding, management skills, technical skills, acquisition of capital and strategic planning.

The Department of Utilities & Engineering, Compliance Division, may facilitate the business planning process. The Business Plan must be submitted prior to acceptance into the program.

Termination of Mentor-Protégé Agreement:

The MPP Agreement is intended to foster a long-term relationship that exceeds the duration of program. There may be many reasons why an Agreement and Business Plan between the Mentor and the Protégé cannot be completed. If either the Mentor or the Protégé wants to terminate the Agreement, the Mentor and/or Protégé shall submit notification to the Department of Utilities & Engineering, Compliance Division, in writing stating the reasons why the Mentor Protégé Agreement is to be terminated. Furthermore, the dissolving party shall give the remaining party at least 30 days written notice in accordance with the provisions of the Mentor-Protégé Agreement.

Oversight and Guidance:

In order to provide opportunities for growth and to encourage hands-on business relationships, certain capital improvement projects may be designated as Mentor-Protégé Program projects. After consultation with the Department of Utilities & Engineering and other City departments where applicable, the Department of Utilities & Engineering, Compliance Division, will recommend the capital improvement projects that will be so designated. Potential Mentor-Protégé projects

Attachment: SS7261 Lake Katherine Sewer Line Capacity Enhancement Novation Agreement (6099 : SS7261 AECOM CA#7 Lake Katherine

will be selected on a case-by-case basis at the City's discretion, but will generally be water/sewer capital improvement projects.

Projects designated by the City, in the City's sole discretion, as Mentor-Protégé Program projects may be solicited with Invitations for Bids (IFBs) or Requests for Proposals (RFPs). The contract documents for each City opportunity identified as part of the Mentor-Protégé Program will include a project special provision entitled "Mentor-Protégé Program." Participation in the Mentor-Protégé Program may be listed as a factor in the determination of responsiveness and/or responsibility.

In addition, Mentor-Protégé teams may be required to submit a Mentor-Protégé Implementation Plan, describing the involvement of each team member for the duration of the project and the team's plans to further implement the Mentor-Protégé Business Plan.

Projects solicited with IFBs also may require a prequalification process for bidders. Participation in the Mentor-Protégé Program may be designated as an evaluative factor in the prequalification process.

Mentor-Protégé Implementation Plan:

If required by a project's solicitation documents, the Mentor-Protégé team must complete a Mentor-Protégé Implementation Plan for the project. The Mentor-Protégé Implementation Plan should address, at a minimum, the following:

- How the Mentor and the Protégé intend to work together on the designated project.
- How the goals specified in the MPP Business Plan will be implemented via work on the project.
- Proposed manpower and resources from both the Mentor and the Protégé that are required for the project.
- The amount of work to be performed by each participant of the MPP team.
- How the team will comply with the requirements of the Program for the duration of the project.

Attachment: SS7261 Lake Katherine Sewer Line Capacity Enhancement Novation Agreement (6099 : SS7261 AECOM CA#7 Lake Katherine

Requirements:

Neither the Department of Utilities & Engineering, Compliance Division, nor any potential participants are bound by the requirements of this program until such time as the Mentor-Protégé Business Plan signature sheet is signed by the Mentor, the Protégé, and the Director of the Department of Utilities & Engineering, Compliance Division.

By acceptance of the Mentor-Protégé documents and signature on the Business Plan Agreement, the Department of Utilities & Engineering, Compliance Division, commits to creating a program environment supportive of the objectives of the Mentor Protégé Program. Staff members of the Department of Utilities & Engineering, Compliance Division, will be proactively involved in helping the mentoring effort.

Mentor-Protégé Evaluation:

Quarterly progress reports are to be completed by the Mentor and the Protégé in order to track the progress of the Mentor-Protégé team and to determine how effectively it is working. The quarterly reports shall be forwarded the Director of the Department of Utilities & Engineering, Compliance Division, for review.

The Department of Utilities & Engineering, Compliance Division, or the Mentor-Protégé Review Committee may request periodic updates with regard to the Mentor and Protégé's implementation of the MPP Agreement, the Business Plan, or the MPP Implementation Plan. Additionally, the Department of Utilities & Engineering, Compliance Division, or the Mentor-Protégé Review Committee may interview the Mentor and the Protégé any time during the course of the Program participation to review the status of the MPP Agreement, the Business Plan or the MPP Implementation Plan, as well as to determine if the program's needs and expectations are being met.
The Director of the Department of Utilities & Engineering, Compliance Division, or his designee, upon close out of the Mentor-Protégé Program, may conduct exit interviews.

Duration of the Mentor-Protégé Program:

This program will sunset five years after the date of adoption unless earlier terminated by City of Columbia City Council.

Department of Utilities & Engineering • Compliance Division
1136 Washington Street, Suite 507 • Columbia, South Carolina 29201
Office: 803-545-3369 • Fax: 803-545-4130 • www.columbiasc.net

Attachment: SS7261 Lake Katherine Sewer Line Capacity Enhancement Novation Agreement (6099 : SS7261 AECOM CA#7 Lake Katherine

Liability Disclaimer:

This program is designed to develop M/W/SBE firms that are capable of participating in the industry as fully independent and viable firms. The assistance provided by the Department of Utilities & Engineering, Compliance Division, and the mentors is to encourage and offer advice and opportunities to perform on projects so that the M/W/SBE firms can gain the experience necessary to grow their businesses. The success of the program is not guaranteed, but it is hoped that an opportunity will be provided for success.

Furthermore, the relationship between the Mentor and the Protégé is voluntary. Any decisions made by M/W/SBE firms will be the responsibility of the firms. The Mentor and the Protégé must agree to hold the City of Columbia, including its employees and agents, harmless from any claim, suit action, or demand of creditors, or any other person(s) arising out of the program.

Attachment: SS7261 Lake Katherine Sewer Line Capacity Enhancement Novation Agreement (6099 : SS7261 AECOM CA#7 Lake Katherine

Forms:

Form 0701 Mentor-Protégé Program Guidelines

Form 0702 Mentor Application

Form 0703 Protégé Application

Form 0704 Protégé Assessment

Form 0705 Mentor-Protégé Agreement

Form 0706 Mentor-Protégé Business Plan

Form 0707 Business Plan Signature Sheet

Form 0708 Mentor-Protégé Quarterly Report

Form 0709 Mentor-Protégé Implementation Plan

Form 0710 Business Records Form

Form 100 Payment Report

Department of Utilities & Engineering • Compliance Division
1136 Washington Street, Suite 507 • Columbia, South Carolina 29201
Office: 803-545-3369 • Fax: 803-545-4130 • www.columbiasc.net

Attachment: SS7261 Lake Katherine Sewer Line Capacity Enhancement Novation Agreement (6099 : SS7261 AECOM CA#7 Lake Katherine

CONTACT INFORMATION

Local Business Enterprise Contact:
Eric V. Cassell
Compliance Administrator
Department of Utilities and Engineering
Compliance Division
P. O. Box 147
1136 Washington Street
5th Floor, Suite 507
Columbia, SC 29217
803-545-3369 (Office)
803-603-5638 (Cell)
803-545-4130 (Fax)
evcassell@columbiasc.net

Mentor Protégé Program Contact:
Heather L. Hatcher
Compliance Officer
Department of Utilities & Engineering
Compliance Division
P.O. Box 147
1136 Washington Street
5th Floor, Suite 503
Columbia, SC 29217
(803) 545-3049 (Office)
(803) 315-4769 (Cell)
(803) 545-4130 (Fax)
hlhatcher@columbiasc.net

Subcontractor Outreach Program Contact:
Heather L. Hatcher
Compliance Officer
Department of Utilities & Engineering
Compliance Division
P.O. Box 147
1136 Washington Street
5th Floor, Suite 503
Columbia, SC 29217
(803) 545-3049 (Office)
(803) 315-4769 (Cell)
(803) 545-4130 (Fax)
hlhatcher@columbiasc.net

Attachment: SS7261 Lake Katherine Sewer Line Capacity Enhancement Novation Agreement (6099 : SS7261 AECOM CA#7 Lake Katherine

COLUMBIA
SOUTH CAROLINA

Mentor Protégé Program Implementation Plan

Date: 03/3/14

Mentor: URS Corporation

Protégé: DESA, Inc.

Project Number: CIP SS7261 Project Name: Lake Katherine Sewer Line Capacity Enhancement

Project Contract Amount: $863,520

Reference: Business Plan dated March 2009

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.*

DESA serves as a subcontractor on the above referenced 36-month project, providing Outreach Meetings (i.e. – public relation meetings including mailings) and Contract Administration Services (i.e. – scheduling and conducting pre-bid meeting, attending monthly construction progress meetings, scheduling and conducting pre-construction meeting, assisting with preparation and processing change orders, and witnessing critical construction steps, testing as required by contract documents, SWPPP preparation, stormwater permitting, monitoring sediment & erosion control measures, and weekly SWPPP inspections & reports).

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

DESA intends to continue growing and improving their skillset by increasing their plan reviews and progress updates with URS throughout the project to ensure adequate knowledge of the plans, specifications, and schedule.

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.*

Continued work with the City will improve the protégé's business by helping them maintain qualified staff. We are in the process of redeveloping our business plan and intend to schedule a meeting with the City to discuss this topic in the near future.

Attachment: SS7261 Lake Katherine Sewer Line Capacity Enhancement Novation Agreement (6099 : SS7261 AECOM CA#7 Lake Katherine

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

Mentor: Phillip Dieckmann, PE
Ed Hart, PE
Tom Haselden, PE
Additional URS staff as required
Insurance provided as required by the City of Columbia

Protégé: Dan Lavender, EIT
AutoCAD Civil3D 2014
DESA provides insurance certificate naming mentor as insured to include: (1) $1,000,000 General Liability – Single Occurrence and $2,000,000 Aggregate, (2) $1,000,000 Auto Liability, (3) $1,000,000 Umbrella Liability, (4) $1,000,000 Worker's Compensation, and (5) $1,000,000 Professional Liability.

Special Arrangements:

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

a. Description of Mentor's responsibilities: Responsible for overall design and coordination of the entire project, including producing construction plans and specifications, coordinating with all subcontractors, bid administration, and construction administration.

b. Description of Protégé's responsibilities on project:
DESA schedules and conducts pre-bid meeting, performs construction observation, schedules and conducts pre-construction meetings, witness critical construction activities and testing, provides reports and photographs of construction activities, monitor stormwater prevention.

c. Description of responsibilities that will be completed as a team:
The team will conduct monthly progress meetings, prepare and process change orders and MPP reports.

6. What percentage of the project is being implemented by the Protégé?

Protégé Contract Value: $180,200

Percentage of Contract: 20.9%

Attachment: SS7261 Lake Katherine Sewer Line Capacity Enhancement Novation Agreement (6099 : SS7261 AECOM CA#7 Lake Katherine

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

The project is estimated at 36 months. The Protégé will be utilized in four (4) areas:

1. Outreach Meetings
2. Construction Administration
3. Construction Observation
4. Stormwater Monitoring

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

Our team holds quarterly progress meetings, in addition to the regular weekly communications to ensure all aspects of our business plan are constantly being checked for compliance.

9. **What are the team's specific goals and milestones for the current project?**

The team's goal for the current project is identical to previous projects. Our goal is to always provide superior services on this and every City of Columbia project. A new goal for this project is to conduct Mentor/Protégé plan review meetings to discuss specifics about upcoming construction activities a week in advance.

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

Generally, we try to meet one week prior to each MPP quarterly reporting deadline, at a minimum. During projects, we have monthly scheduled meetings and usually speak on a daily basis.

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

DESA prepares and submit invoices monthly. For lump sum, fixed priced contracts, DESA invoices in equal monthly payments over the contract performance period. For time and material contracts, DESA invoices based on actual work performed during the month.

12. **Other issues.**

Attachment: SS7261 Lake Katherine Sewer Line Capacity Enhancement Novation Agreement (6099 : SS7261 AECOM CA#7 Lake Katherine

COLUMBIA
SOUTH CAROLINA

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 _____(Mentor Firm) this _____ day of_____ 20___.
Corporate SEAL

By: _____
Title: Vice President

ATTEST:
By: _____
Title: SECRETARY

EXECUTED by DESA, INC. (Protégé Firm) this 4TH day of MARCH, 20 14.
Corporate SEAL
By: _____
Title: PRESIDENT

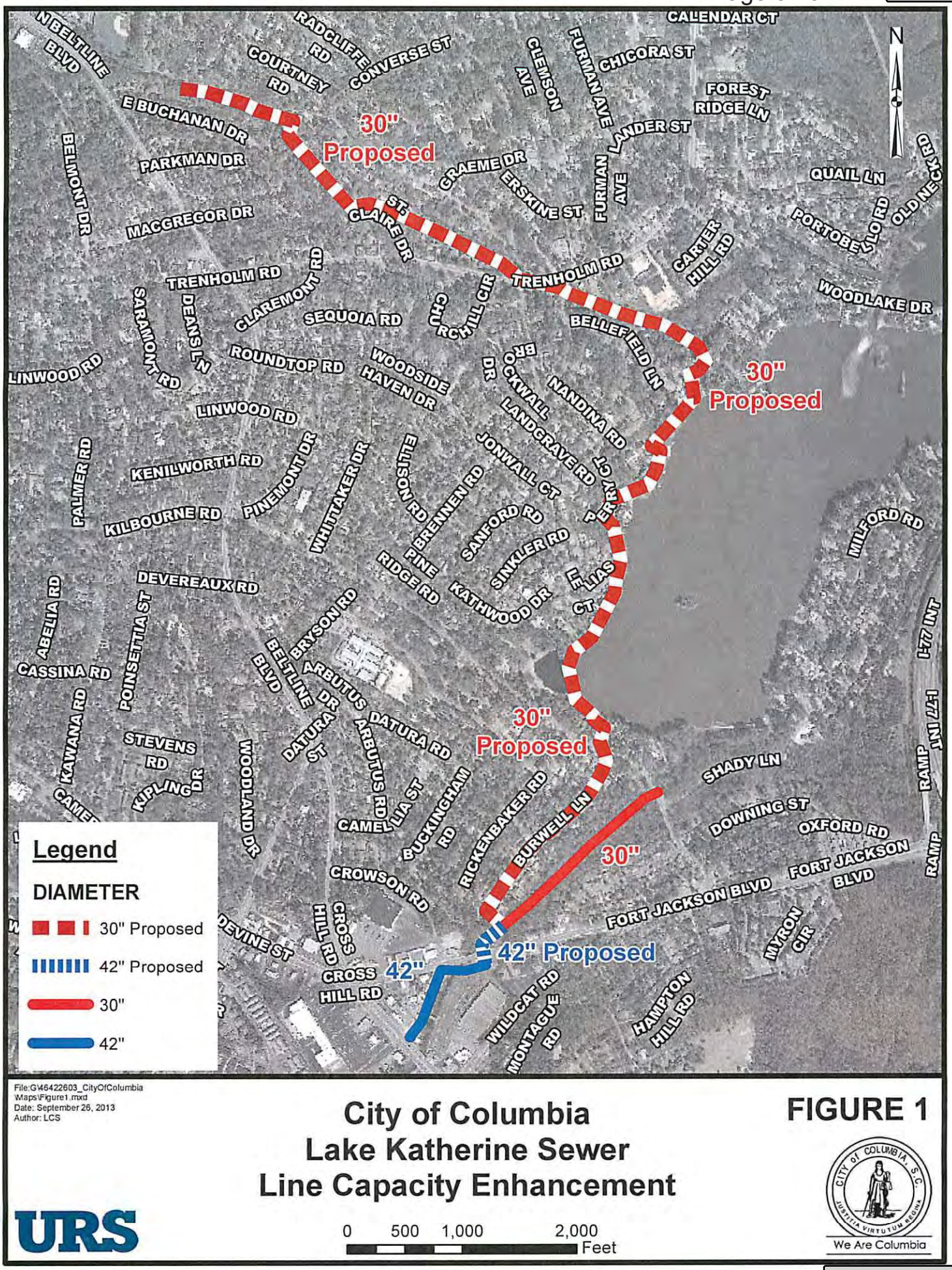
ATTEST:
By: Sophia Vickers
Title: ACCOUNTANT

RECOMMENDED FOR APPROVAL:

EXECUTED by the Department of Utilities & Engineering, Compliance Division on this 7 day of March, 2014.

By: _____
Title: Compliance Administrator

Attachment: SS7261 Lake Katherine Sewer Line Capacity Enhancement Novation Agreement (6099 : SS7261 AECOM CA#7 Lake Katherine



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Date: September 26, 2013
Author: LCS

City of Columbia
Lake Katherine Sewer
Line Capacity Enhancement

FIGURE 1

URS

0 500 1,000 2,000 Feet

We Are Columbia

Attachment: SS7261 Lake Katherine Sewer Line Capacity Enhancement Novation Agreement (6099 : SS7261 AECOM CA#7 Lake Katherine

AMENDMENT #1

Attachment: SS7261 Lake Katherine Sewer Line Capacity Enhancement Novation Agreement (6099 : SS7261 AECOM CA#7 Lake Katherine

We Are Columbia

Utilities & Engineering Department
Contracts Division
1136 Washington Street, Columbia, SC 29201 · Phone 803-545-3400 · Fax 803-545-3322

June 2, 2015

Re: Contract Amendment One (1) to Agreement for Engineering Services for Lake Katherine Sewer Line Capacity Enhancement; funding 5529999-SS7261-636600

Mr. R. Thomas Haselden, Jr., P.E.
Vice President
URS Corporation
101 Research Drive
Columbia, SC 29203

Dear Mr. Haselden:

The City of Columbia has approved the subject Contract Amendment with your firm. I have enclosed a fully executed original for your files.

This is your written authorization to proceed with the work described in the Amendment. Please forward all invoices to ContractsDivision@columbiasc.net with a complete description of services rendered as well as funding information 5529999-SS7261-636600. We also respectfully ask that the words "Final Invoice" be clearly displayed on the last invoice submitted for payment.

If you have any questions, please let me know at 545-3237.

Yours very truly,

Shannon Lizewski

Shannon S. Lizewski
Contracts Administrator

Enclosure

CC: Ms. Melissa A. Smith Gentry, P.E., ACM for Operations
Mr. Joseph D. Jaco, P.E., Director of Utilities & Engineering
Ms. Jan Alonso, Finance Director

URS.SS7261.LakeKatherine.Task1110.CA#1.citymgrapp.ntp.ltr.doc/mc

Attachment: SS7261 Lake Katherine Sewer Line Capacity Enhancement Novation Agreement (6099 : SS7261 AECOM CA#7 Lake Katherine

Agreement for Engineering Services
For Lake Katherine Sewer Line Capacity Enhancement
Funding 5529999-SS7261-636600

URS Corporation and City of Columbia, SC

Contract Amendment # 1

May 7, 2015

Description of Change: Request change in Agreement for Engineering Services between the City of Columbia (City) and URS Corporation (Engineer) dated March 18, 2014, (Agreement) to compensate the Engineer for adding and upsizing approximately 1,000 LF of 36" gravity sewer main to a 42" gravity sewer main from MH GC08-24309 to MH GC08-24310 for the Lake Katherine Sewer Line Capacity Enhancement Project. This information is more clearly defined in Attachment A, hereto.

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

Total Cost for Work = $46,700.00 (basis for payment will be reflected in Task Item 1110 of the original Agreement dated March 18, 2014 in the amount of $863,520.00). The Contract total will not change.

Proposed Change in Task 1110 and Basis for Payment:

Task Item 1110	
Original Task Item Total:	$ 70,000.00
Previous Amendments to this Task Item:	$ 0.00
This change (reduction in the line item 1110):	$ 46,700.00
Revised Task Item Amount:	$ 23,300.00

This Change is Acceptable:

By: _____ URS Corporation
R. Thomas Haselden, Jr., P.E. Title: Vice President

Recommended for Approval: _____ Director of Utilities and Engineering
Joseph D. Jaco. P.E.

Recommended for Approval _____ Assistant City Manager for Operations
Melissa Gentry, P.E.

Approval of Change: _____ 5/22/15 City Manager
Teresa Wilson

URS.SS7261.LakeKatherineTask1110.CA1/nj

APPROVED AS TO FORM
5-11-15
Legal Department City of Columbia, SC

Attachment: SS7261 Lake Katherine Sewer Line Capacity Enhancement Novation Agreement (6099 : SS7261 AECOM CA#7 Lake Katherine

R. Thomas Haselden, Jr. P.E., BCEE
Vice President
URS Corporation
101 Research Dr.
Columbia, SC 29203

Re: Lake Katherine Sewer Replacement – SS7261
URS Project 46423350

Dear Tom:

Please proceed with completing all the following scope of work associated with Task 1110 – Additional Services as provided in the agreement dated March 14, 2014. This scope of work is to add and upsize approximately 1,000 lf of 36" gravity sewer main to a 42" gravity sewer main from MH GC08-24309 to MH GC08-24310.

Scope:

Task 1110

Task 1110.1 **Upsize 36" Gravity Sewer Main to 42" Gravity Sewer Main MH GC08-24309 to MH GC08-24310**

- Survey/Look-Up: $2,500
- Plans and Specification Preparation: $7,800
- SCDOT Permitting: $1,000
- Wetlands Permitting: $5,500
- Geotechnical Services: $2,200
- Stormwater Services: $7,000
- Utility Mapping: $2,400
- Project Administration: $5,500
- Construction Observation: $6,800
- Construction Administration: $2,500
- Record Drawings: $3,500

Attachment: SS7261 Lake Katherine Sewer Line Capacity Enhancement Novation Agreement (6099 : SS7261 AECOM CA#7 Lake Katherine

This work will be completed on an hourly basis with a maximum amount to not exceed $46,700 and will be utilized from the $70,000.00 allowance provided in the contract as follows.

Task 1110 Contract amount	$70,000.00
Previous Approved Task 1110 work	($ 0.00)
This Scope of work	($46,700.00) *
Amount remaining in Task 1110	$23,300.00

The addition of this work will increase the schedule by 60 days.

If you have any questions, please give us a call.

Very truly yours,

William H. Davis, P.E.
Wastewater Engineer

CC: Theresa Hodge, P.E.
Phillip Dieckmann, P.E.

Attachment: SS7261 Lake Katherine Sewer Line Capacity Enhancement Novation Agreement (6099 : SS7261 AECOM CA#7 Lake Katherine

URS

EXHIBIT B

COMPENSATION

City of Columbia
CIP # SS7261
Lake Katherine Sewer Line Capacity Enhancement

Compensation for services provided under Tasks 100 through 1000 as outlined in Exhibit A, Scope of Services, will be the lump sum of $758,695. Compensation for services provided under Task 1110, Additional Services as outlined in Exhibit A Scope of Services, will be on an hourly basis as approved by written consent by both parties and is estimated at $95,000. Total contract amount is $853,695. An estimated breakdown of the fee is shown in the following table:

Task	Description	Hours	Subconsultants	Total
100	Evaluation and Design Phase Administration	918	$ 10,400	$ 114,890
200	PER & Alternates	1055	$ 25,300	$ 130,525
310	Survey	515	$ 8,800	$ 77,325
320	Survey Plats*	530		$ 45,000
400	Geotechnical	90	$ 13,000	$ 14,200
500	Final Design	1130		$ 131,785
600	Permits	600	$ 44,100	$ 53,050
700	Bidding & Award	46		$ 6,100
800	Construction Services	2160	$ 97,500	$ 190,285
900	(Not Applicable)			
1000	Project Closeout	60		$ 5,360
	Subtotal	7104	$ 199,100	$ 768,520
1110	Additional Services			$ 70,000
1120	400 LF 42-Inch GS – optional services			$ 25,000
	Total of Contract		$ 199,100	$ 863,520
	% of Contract		23%	

* Task 1110

- Based on 100 plats at $450/plat. If fewer plats are required then cost will be adjusted; if more plats are required then cost will be increased accordingly.

The Engineer's requirement for Sub-Consultant and/or Protégé Participation is 20%.
This contract has:
2% Sub-consultant participation and
21% Protégé participation

Attachment: SS7261 Lake Katherine Sewer Line Capacity Enhancement Novation Agreement (6099 : SS7261 AECOM CA#7 Lake Katherine

URS

Invoice Date	09/10/14
Invoice	6012987
Project	48423390
Page	3

City of Columbia
Attn: William H. Davis
PO Box 147
Columbia SC 29217-0147
US

Reference: SS7261

For: Lake Katherine Sewer Line

Professional Services for Period Ending 08/29/14

PHASE	FEE	PERCENT COMPLETE	FEE EARNED	PREVIOUS BILLING	CURRENT BILLING
Task 100 Eval. & Design Admin	114,890.00	25.00%	28,722.50	22,978.00	5,744.50
Task 200 PER & Alternates	130,525.00	90.00%	117,472.50	58,736.25	58,736.25
Task 310 Survey	77,325.00	0.00%	0.00	0.00	0.00
Task 400 Geotechnical	14,200.00	0.00%	0.00	0.00	0.00
Task 600 Final Design	131,785.00	0.00%	0.00	0.00	0.00
Task 600 Permits	53,050.00	0.00%	0.00	0.00	0.00
Task 700 Bidding & Award	6,100.00	0.00%	0.00	0.00	0.00
Task 800 Construction Services	190,285.00	0.00%	0.00	0.00	0.00
Task 1000 Project Closeout	5,360.00	0.00%	0.00	0.00	0.00
TOTALS	723,520.00		146,195.00	81,714.25	64,480.75
				TOTAL THIS INVOICE	$64,480.75 USD

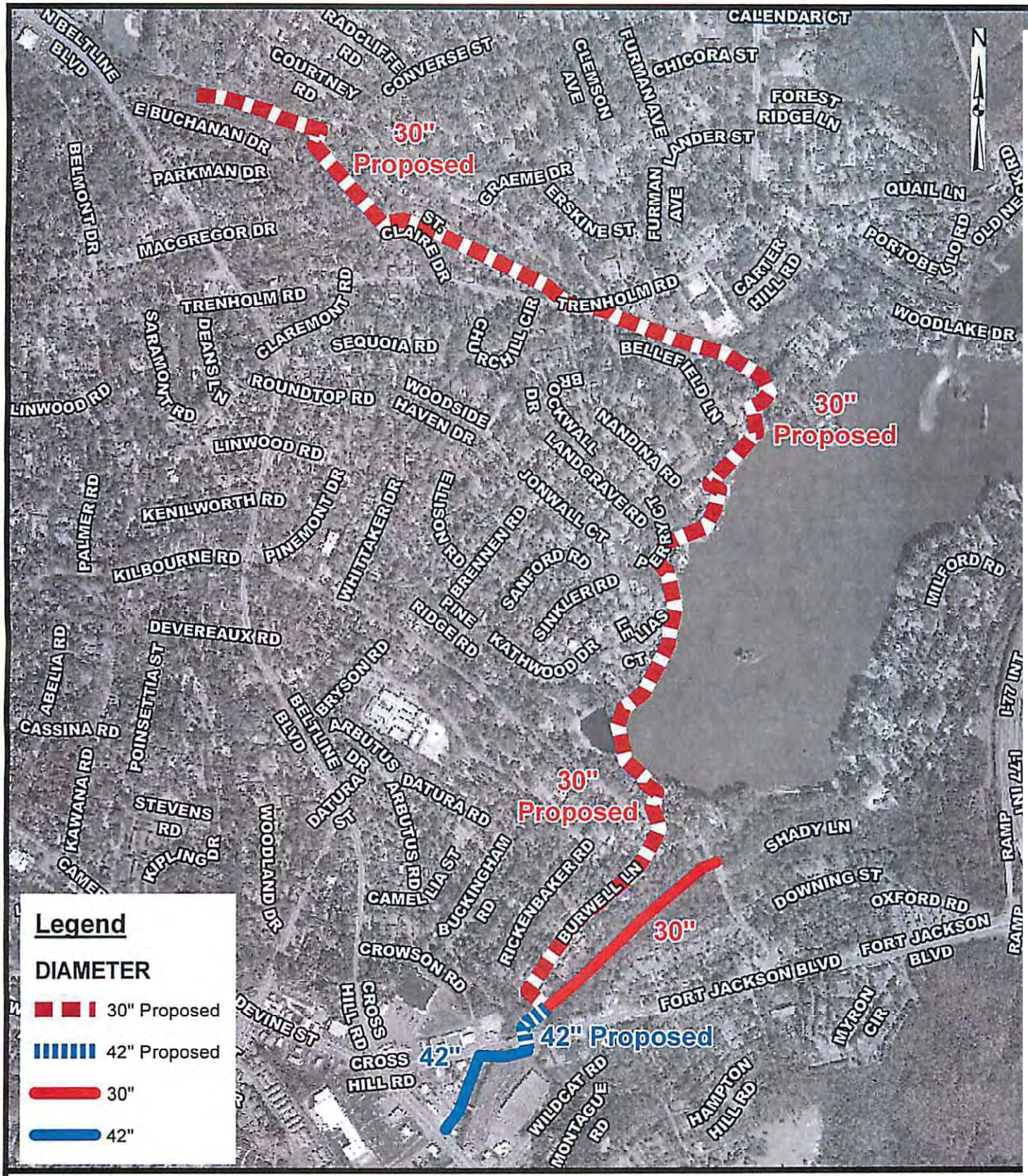
TASK 1110 ADDITIONAL SERVICES – REMAINING $23,300 0 0 0 0

TASK 1110.1 UPSIZE 36" GS TO 42" GS $46,700 0 0 0 0

Please contact Robert T Haselden at 803 254-4400 or via email at tom.haselden@urs.com
If you have any questions regarding this invoice.

F4072555

Attachment: SS7261 Lake Katherine Sewer Line Capacity Enhancement Novation Agreement (6099 : SS7261 AECOM CA#7 Lake Katherine



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Date: September 26, 2013
Author: LCS

City of Columbia
Lake Katherine Sewer
Line Capacity Enhancement

FIGURE 1

URS

0 500 1,000 2,000 Feet

We Are Columbia

Attachment: SS7261 Lake Katherine Sewer Line Capacity Enhancement Novation Agreement (6099 : SS7261 AECOM CA#7 Lake Katherine

AMENDMENT #2

Attachment: SS7261 Lake Katherine Sewer Line Capacity Enhancement Novation Agreement (6099 : SS7261 AECOM CA#7 Lake Katherine

We Are Columbia

Utilities & Engineering Department
Contracts Division
1136 Washington Street, Columbia, SC 29201 · Phone 803-545-3400 · Fax 803-733-8674

September 21, 2015

Re: Notice to Proceed for Contract Amendment 2 for Engineering Services for Lake Katherine Sewer Line Capacity Enhancement; project funding 5529999-SS7261-658650

Mr. R. Thomas Haselden, Jr., P.E.
Vice President
AECOM
101 Research Drive
Columbia, SC 29202

Dear Mr. Haselden:

The City of Columbia has approved the subject Agreement with your firm. I have enclosed a fully executed duplicate original for your files.

This is your written authorization to proceed with the work described in the Amendment. Please forward all invoices to contractsdivision@columbiasc.net with a complete description of services rendered, **funding information 5529999-SS7261-658650 as well as Purchase Order #P143209.** We also respectfully ask that the words "Final Invoice" be clearly displayed on the last invoice submitted for payment.

If you have any questions, please let me know at 545-3237.

Sincerely,

Shannon Lizewski

Shannon S. Lizewski, CPPO
Contracts Administrator

Enclosure
CC: Ms. Melissa A. Smith Gentry, P.E., ACM for Operations
Mr. Joseph D. Jaco, P.E., Director of Utilities & Engineering
Ms. Jan Alonso, Finance Director

URS.2015.SS7261.LakeKatherineSewerLineCapacityEnhancement.CA2.citymgrapp.ntp.ltr.nj.doc

Attachment: SS7261 Lake Katherine Sewer Line Capacity Enhancement Novation Agreement (6099 : SS7261 AECOM CA#7 Lake Katherine

Agreement for Engineering Services
For Lake Katherine Sewer Line Capacity Enhancement
Funding 5529999-SS7261-658650

URS Corporation and City of Columbia, SC

Contract Amendment # 2

August 6, 2015

Description of Change: Request change in Agreement for Engineering Services between the City of Columbia (City) and URS Corporation (Engineer) dated March 18, 2014, (Agreement), amended by Contract Amendment #1 dated May 7, 2015. This Contract Amendment is to provide work associated with Task 1110 – Additional Services (landscape expert to walk the proposed sewer alignment to identify special trees, bushes and other landscape features along the gravity sewer route). This information is more clearly defined in Attachment A, hereto.

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

Total Cost for Work = $1,200.00 (basis for payment will be reflected in Task Item 1110 of the original Agreement dated March 18, 2014 in the amount of $863,520.00). The Contract total will not change.

Proposed Change in Task 1110 and Basis for Payment:

Original Task Item Total:	$70,000.00
Previous Amendments to this Task Item:	$46,700.00
This change (reduction in the line item 1110):	$ 1,200.00
Revised Task Item Amount:	$22,100.00

This Change is Acceptable:

By: _____ URS Corporation
R. Thomas Haselden, Jr., P.E. Title: Vice President

Recommended for Approval: _____ Director of Utilities and Engineering
Joseph D. Jaco., P.E.

Recommended for Approval _____ Assistant City Manager for Operations
Melissa Gentry, P.E.

Approval of Change: _____ 9/1/2015 City Manager
Teresa Wilson

URS.Corporation.2014.SS7261.Lake.Katherine.Sewer.Line.Capcity.Enhancement.CA.2.kr

Attachment: SS7261 Lake Katherine Sewer Line Capacity Enhancement Novation Agreement (6099 : SS7261 AECOM CA#7 Lake Katherine

Attachment #4

Clean Water 2020
Columbia's Clear Vision For Clean Water

Address: 1441 Main Street, 10th Floor | Columbia, SC 29201
Office: 803.545.3400 Email: info@CleanWater2020.com

July 21, 2015

Mr. Thomas Haselden, Jr. P.E., BCEE
Vice President
URS Corporation
101 Research Drive
Columbia, SC 29203

Re: Lake Katherine Sewer Replacement - SS7261
URS Project 46423350

Dear Tom,

Please proceed with completing all the following scope of work associated with Task 1110 - Additional Services as provided in the agreement dated March 14, 2014. This scope of work is to provide a landscape expert to walk the proposed sewer alignment to identify special trees, bushes and other landscape features along the gravity sewer route for the project.

Scope:

Task 1110		
Task 1110.2	Landscape Expert	$1,200.00

This work will be utilized from the remaining Task 1110 allowance of $23,300.00

Task 1110 Contract Amount Initial	$70,000.00
Previous Approved Task 1110.1 work	$46,700.00
This Scope of Work in Task 1110.2	$1,200.00
Amount remaining in Task 1110	$22,100.00

The addition of this work does not increase the schedule or the contract value.

If you have any questions please give Theresa Hodge or myself a call.

Very truly yours,

William H. Davis, P.E.
Wastewater Engineer

cc: Theresa Hodge, P.E.
Phillip Dieckmann, P.E.

[Type text]

Attachment: SS7261 Lake Katherine Sewer Line Capacity Enhancement Novation Agreement (6099 : SS7261 AECOM CA#7 Lake Katherine

AMENDMENT #3

Attachment: SS7261 Lake Katherine Sewer Line Capacity Enhancement Novation Agreement (6099 : SS7261 AECOM CA#7 Lake Katherine

Utilities & Engineering Department
Contracts Division
1136 Washington Street, Columbia, SC 29201 · Phone 803-545-3400 · Fax 803-733-8674

October 30, 2015

Re: Notice to Proceed for Contract Amendment 3 for Time Extension for Lake Katherine Sewer Line Capacity Enhancement; Project Funding: 5529999-SS7261-658650

Mr. R. Thomas Haselden Jr., P.E.
Vice President
AECOM
101 Research Drive
Columbia, SC 29203

Dear Mr. Haselden:

The City of Columbia has approved the subject Amendment with your firm. I have enclosed a fully executed duplicate original for your files.

This is your written authorization to proceed with the work described in the Amendment. Please forward all invoices to contractsdivision@columbiasc.net with a complete description of services rendered, **funding information 5529999-SS7261-658650 as well as Purchase Order # P143209.** We also respectfully ask that the words "Final Invoice" be clearly displayed on the last invoice submitted for payment.

If you have any questions, please let me know at 545-3237.

Sincerely,

Shannon Lizewski

Shannon S. Lizewski, CPPO
Contracts Administrator

Enclosure
CC: Ms. Melissa A. Smith Gentry, P.E., ACM for Operations
Mr. Joseph D. Jaco, P.E., Director of Utilities & Engineering
Ms. Jan Alonso, Finance Director

AECOM.2015.LakeKatherineSewerLineCapacityEnhancement.CA3.SS7261.NTP.nj.doc

Attachment: SS7261 Lake Katherine Sewer Line Capacity Enhancement Novation Agreement (6099 : SS7261 AECOM CA#7 Lake Katherine

Agreement for Engineering Services for
Lake Katherine Sewer Line Capacity Enhancement;
(Funding: 5529999*-SS7261-658650)

AECOM and City of Columbia, SC

Contract Amendment 3
September 24, 2015

Description of Change: Request change in Agreement for Engineering Services between the City of Columbia (City) and AECOM (Engineer) dated March 18, 2014 (Agreement) and amended on June 2, 2015 by Contract Amendment 1, and amended on September 24, 2015 by Contract Amendment 2. This Amendment is to extend the amended expiration date from June 30, 2015 to June 30, 2017.

There are no monetary changes to the Agreement.

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

Proposed Change and Basis for Payment:

Original Contract Price:	$ 863,520.00
Previous Change Orders:	-0-
This Change (addition/deletion):	-0-
Revised Contract Price:	$ 863,520.00

Additional funds are to be provided in the following manner: 55299999-SS7261-658650

This Change is Acceptable:

By: R. Thomas Haselden, Jr., P.E. AECOM
Title: Vice President, Water/Wastewater

Recommended for Approval: _____ Director of Utilities and Engineering

Recommended for Approval _____ Assistant City Manager for Operations

Approval of Change: _____ 10-27-15 _____ City Manager

APPROVED AS TO FORM
Legal Department City of Columbia, SC

AECOM.2015.LakeKatherineSewerLine.SS7261.CA3.nj.doc

Attachment: SS7261 Lake Katherine Sewer Line Capacity Enhancement Novation Agreement (6099 : SS7261 AECOM CA#7 Lake Katherine

COLUMBIA
A Capital Place to Be
1136 Washington St., 4th Floor
Columbia, South Carolina 29201

PURCHASE ORDER

P.O. NUMBER	P143209
DATE	03/14/17
VENDOR I.D.	V012287
DELIVERY DATE	
FOB	DESTINATION
REQUISITION NO	R157525

OUR PURCHASE ORDER NUMBER MUST APPEAR ON ALL INVOICES, PACKING LIST AND CORRESPONDENCE.

TO:
URS CORPORATION
POST OFFICE BOX 116183
ATLANTA, GA 30368-6183

FAX#

STEWART.L.JONES@URS.COM

DELIVER ITEMS TO:	SEND INVOICE TO:
UTILITIES & ENGINEERING 1136 WASHINGTON STREET, 6TH FLOOR COLUMBIA, SC 29201	ACCOUNTING PO BOX 147 COLUMBIA, SC 29217

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	EXTENSION
	3-13-17 -Increase PO by $492,425.00 Per Contract Admendment 4. Approved by City Council on 02-07-17.				
001	SS7261 - Engineering Services for Lake Katherine Sewer Line Capacity Enhancement. Contact: Salathiel Hammond Thanks! La Tasha A. Terry, MBA Buyer Procurement and Contracts Division City of Columbia 1136 Washington Street, 4th Floor PO Box 147 Columbia, SC 29201/29217 (v)803.545.3472/ (f) 803.733.8408	1,355,9	EA	1.00	1,355,945.00
				SALES TAX	0.00
				TOTAL	1,355,945.00

THE ARTICLES SPECIFIED ARE SUBJECT TO THE FOLLOWING CONDITIONS:

1. Submit all claims for payments by detailed itemized invoice in duplicate.
2. Goods other than those specified on this order must not be substituted or prices changed without authorization.
3. The right of cancellation in case of long delay in shipment is reserved.
4. If the quantity shipped is short of the purchase order quantity, specify on the packing slip if that quantity is on back order or cancelled.
5. Prepay shipping charges, if any, and add to invoice.
6. Ship "Open Account." No C.O.D.'s will be accepted.

AUTHORIZED SIGNATURE La Tasha Terry

Attachment: SS7261 Lake Katherine Sewer Line Capacity Enhancement Novation Agreement (6099 : SS7261 AECOM CA#7 Lake Katherine

Attachment: SS7261 Lake Katherine Sewer Line Capacity Enhancement Novation Agreement (6099 : SS7261 AECOM CA#7 Lake Katherine

MEETING DATE:	**February 7, 2017**
DEPARTMENT:	**Procurement and Contracts**
FROM:	***Sandra Wright, Purchasing Agent***
SUBJECT:	**Council is asked to approve Contract Amendment #4 for Project SS7261; Agreement for Lake Katherine Sewer Line Capacity Enhancement Services, as requested by the Utility Operations Department. Award to AECOM in an amount not to exceed $492,425.00 for contract amendment #4. This firm is located in Columbia, SC.**
PRESENTER:	**Joseph D. Jaco, P.E.**
FINANCIAL IMPACT:	**Funding Source: 5529999-SS7261-658650. This is a Clean Water 2020 Program Project and a Mentor Protégé Program Project. DESA, Inc., a Minority Business Enterprise of Columbia, SC is the Protégé and will receive $81,310.00 (16.5% of the current contract amendment value). Adding this work will increase DESA's overall participation level to 21.1%. Sub-consultant CECS, a Woman Owned Business Enterprise of Columbia, SC will receive $4,000.00 (0.8%) of the current contract amendment value. Adding this work will keep CECS's overall participation level at 2.2%. The original budgeted amount is $863,520.00 and the revised contract total is $1,355,945.**
ORIGINAL BUDGET:	**$863,520.00**
BUSINESS PROGRAM:	**Mentor Protege Program**
CLEAN WATER 2020?:	**Yes**
STRATEGIC GOALS:	**Invest in Infrastructure**

Staff has negotiated a fee not to exceed Four Hundred Ninety Two Thousand Four Hundred Twenty Five Dollars and No/00 ($492,425.00) for the specified needs within Contract Amendment #4 with AECOM. AECOM is a firm headquartered in Los Angeles, California with a local office in Columbia and is an approved Mentor. The original contract included DESA, Inc., a Minority Business Enterprise located in Columbia as a Protégé Firm and Civil

Engineering Consulting Services, a Woman-owned Business Enterprise located in Columbia, as a sub-consultant. This amendment will increase DESA, Inc.'s (Protégé) participation from the original contract from 20.9% to 21.1% and will increase Civil Engineering Consulting Service's participation from the original contract from 2.0% to 2.2% of the total contract value.

ATTACHMENTS:

- AECOM.2016.Lake.Katherine.Sewer.Line.SS7261.CA.4.STAMPED (PDF)
- AECOM.2016.Lake.Katherine.Sewer.Line.SS7261.CA4.Map.kr (PDF)

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Edward H. McDowell, Councilman - District II
SECONDER:	Sam Davis, Councilman - District I
AYES:	Benjamin, Davis, Devine, Duvall, McDowell, Rickenmann
ABSENT:	Moe Baddourah

We Are Columbia

Attachment: SS7261 Lake Katherine Sewer Line Capacity Enhancement Novation Agreement (6099 : SS7261 AECOM CA#7 Lake Katherine

AMENDMENT #4

Attachment: SS7261 Lake Katherine Sewer Line Capacity Enhancement Novation Agreement (6099 : SS7261 AECOM CA#7 Lake Katherine

Agreement for Engineering Services for
Lake Katherine Sewer Line Capacity Enhancement;
(Funding: 5529999-SS7261-658650)

AECOM and City of Columbia, SC

Contract Amendment 4
December 5, 2016

Description of Change: Request change in Agreement for Engineering Services between the City of Columbia (City) and AECOM (Engineer) dated March 18, 2014 (Agreement) and amended on June 2, 2015 by Contract Amendment 1, and amended on September 24, 2015 by Contract Amendment 2 and amended on October 30, 2015 by Contract Amendment 3. This Amendment is to provide additional design and construction administration efforts required by the Consultant during the project's lifecycle. Additional efforts include easement acquisition, final design revisions, property owner coordination, and full-time construction inspection as more fully defined in Attachment A attached herein. This Amendment is to extend the amended expiration date from June 30, 2017 to June 30, 2019.

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

Proposed Change and Basis for Payment:

Original Contract Price:	$ 863,520.00
Previous Change Orders:	$ 0.00
This Change (addition/deletion):	$ 492,425.00
Revised Contract Price:	$1,355,945.00

Summary of new contract values by Task Number:

Task Number	Task Title	Original Contract	Previous Amendments	Current Amendment	New Contract Value
Task 100	Evaluation and Design Phase Administration	$114,890.00	$0	$15,780.00	$130,670.00
Task 200	PER & Alternatives	$130,525.00	$0	$0	$130,525.00
Task 310/320	Survey and Survey Plats	$122,325.00	$0	$9,935.00 (LS)	$132,260.00
Task 400	Geotechnical	$14,200.00	$0	$0	$14,200.00
Task 500	Final Design	$131,785.00	$0	$45,500.00	$177,285.00
Task 600	Permits	$53,050.00	$0	$0	$53,050.00
Task 700	Bidding and Award	$8,100.00	$0	$0	$8,100.00
Task 800	Engineering Services During Construction	$190,285.00	$0	$151,230.00	$341,515.00
Task 900	Full Time Construction	$0	$0	$239,980.00 (hourly NTE)	$239,980.00

Attachment: SS7261 Lake Katherine Sewer Line Capacity Enhancement Novation Agreement (6099 : SS7261 AECOM CA#7 Lake Katherine

	Inspection				
Task 1000	Project Closeout	$5,360.00	$0	$0	$5,360.00
Task 1110	Additional Services	$70,000.00	$0	$30,000.00	$100,000.00
Task 1120	400 LF 42-Inch GS – Optional Services	$25,000.00	$0	$0	$25,000.00
Total Fee		**$863,520.00**	**$0.00**	**$492,425.00**	**$1,355,945.00**

Additional funds are to be provided in the following manner: 55299999-SS7261-658650

This Change is Acceptable:

By: R. Thomas Haselden, Jr., P.E. _____ AECOM
Title: Vice President, SC Business Leader

Recommended for Approval: _____ Director of Utilities and Engineering
Joseph D. Jaco, P.E.

Recommended for Approval: _____ Purchasing Agent
Sandra A. Wright

Approval of Change: Teresa Wilson 2/9/2017 City Manager
Teresa Wilson

Date of Approval: 2/9/2017

APPROVED AS TO FORM

Legal Department: City of Columbia, SC

AECOM.2016.LakeKatherineSewerLine.SS7261.CA4.sl.doc

Attachment: SS7261 Lake Katherine Sewer Line Capacity Enhancement Novation Agreement (6099 : SS7261 AECOM CA#7 Lake Katherine

Contract Amendment #4

PROJECT NAME: Lake Katherine Sewer Line Capacity Enhancement
CIP NUMBER: SS7261

I. SCOPE ADDITION/DELETION

Task 120 – Coordination Meetings

At the request of the City, two (2) additional meetings with the Lake Katherine HOA is required. The additional meeting will be provided as outlined in Task 140 Public Outreach in the original scope.

At the request of the City, AECOM is to be available when the City meets individually with property owners along the project route. It is anticipated there will be twelve (12) individual meetings. Assistance beyond twelve (12) meetings can be added by Contract Amendment.

Task 320 – Property Research and Easement Exhibits

Properties along the project route have easements dating back to the 1930's with some properties having multiple active easements. The easement exhibits for this project are significantly more complex than what is considered a standard City easement exhibit. In addition to the extra effort required, 3 additional meetings, not included in the contract, were requested by the City.

After 100% easement documents were delivered to the City, the City requested revisions to the easement documents due to negotiations with property owners. The City has requested AECOM be available to meet with homeowners to discuss the project. A portion of the easement revisions have been completed and 30 additional hours are included to assist the City on easement exhibits as needed. Assistance beyond 30 hours can be added by Contract Amendment.

The fee structure for Task 320 will be changed from NTE/Unit to LS.

Task 500 – Final Design

Retaining Wall Assistance

At the request of the City, AECOM met with the City to discuss easements and the retaining wall. The City requested a map showing just properties, sewer alignment, and easements along Lake Katherine. The City requested AECOM develop a list of retaining wall examples

Attachment: SS7261 Lake Katherine Sewer Line Capacity Enhancement Novation Agreement (6099 : SS7261 AECOM CA#7 Lake Katherine

and create a flyer. This does not include retaining wall design. Retaining Wall Assistance has been completed and does not include future assistance.

Property Buyout Assistance

The October flooding brought the possibility of the City purchasing properties in the vicinity of the project. AECOM assisted the City with identifying and mapping these properties. A portion of the Property Buyout Assistance has been completed and 20 additional hours are included to assist the City with additional mapping and property research. The additional hours do not include time for redesign of the line if properties are purchased. Assistance beyond 20 hours can be added by Contract Amendment.

SCDOT Revisions

The gravity sewer routing was shown to SCDOT prior to detail design. Based on that meeting, SCDOT did not raise specific issues with the Kilbourne Road crossing and Trenholm Road crossing. As such, AECOM completed detailed design and per the contract documents submitted the City approved 90% design documents to SCDOT. Upon SCDOT's review, SCDOT developed 2 specific demands. With the possibility the Kilbourne Road Gills Creek Bridge may be replaced, SCDOT will not allow the sewer line to be installed as designed and must be re-routed. The second is the Trenholm Road crossing. SCDOT's additional comment for this crossing is the sewer must now be on one side of the road. Until this point all figures, exhibits, and plans have shown the gravity line in the middle of the road. The discussions, plus 3 additional meetings – 2 with the SCDOT and 1 with the City – required the sewer line be re-routed in 2 locations. The re-routing of the Trenholm Road crossing required the sewer line be lowered. This change then affected the sewer lines upstream and downstream of the crossing. The Kilbourne Road crossing re-routing requires modifications to the previously submitted wetlands permit. Both the Trenholm Road and Kilbourne Road realignments required modifications to the traffic control plans. A portion of SCDOT Revisions have been completed and 20 additional hours are included to cover any additional revision request the SCDOT has. The additional hours do not include time for special requirements of the SCDOT such as public meetings, public notifications, or progress meetings in addition to the standard monthly progress meetings. Assistance beyond 20 hours can be added by Contract Amendment.

Task 800 - Engineering Services During Construction

Engineer

After award of the contract, Engineer will assist the City with contract administration and provide periodic observation of the field services. The original contract anticipated that the field services period would be 12 months. Based on conversations and preliminary

Attachment: SS7261 Lake Katherine Sewer Line Capacity Enhancement Novation Agreement (6099 : SS7261 AECOM CA#7 Lake Katherine

review by local contractors and the complexity of this project, the active construction period is to be increased to 18 months. Engineer will provide the same services as outlined in the contract documents for 18 months instead of 12 months.

Protégé

After award of the contract, Engineer's Protégé – DESA, Inc. – will assist the Engineer and City with contract administration, periodic observation of field services, and stormwater services. It was anticipated that DESA's field services period would be 10 months. Based on conversations and preliminary review by local contractors and the complexity of this project, the active construction period is to be increased to 18 months. DESA will provide the same services as outlined in the contract documents for 18 months instead of 10 months.

Task 900 – Full Time Construction Inspection

General

The Consultant shall furnish a Project Representative who shall on a full-time basis observe performance of the work of the Contractor. The Project Representative is the Consultant's employee or agent at the construction site, will act as directed by and under the supervision of the Consultant, and will confer with the Consultant regarding the Project Representative's actions. The Project Representative's dealings in matters pertaining to the on-site work shall in general be with the Consultant and the contractor keeping the CITY advised as necessary. The Project Representative's dealings with subcontractors shall only be through or with the full knowledge and approval of the contractor. The Project Representative shall generally communicate with the CITY with the knowledge of and under the direction of the Consultant.

This scope includes an estimated 40 hours per week for 65 weeks (Construction Month 4 through Month 18) for a maximum of 2600 hours at an hourly rate of $92.30 for the Project Representative. The hourly rate provided is inclusive of all direct expenses related to the execution of Task 900 services.

Duties and Responsibilities of the Consultant /Project Representative

- Conferences and Meetings
  - ❖ Attend meetings with the contractor, such as preconstruction conferences, progress meetings, job conferences and other Project related meetings.

Attachment: SS7261 Lake Katherine Sewer Line Capacity Enhancement Novation Agreement (6099 : SS7261 AECOM CA#7 Lake Katherine

- Liaison
  - Serve as the liaison with the contractor, working principally through the contractor's superintendent and assist in understanding the intent of the Contract Documents, and serve as the CITY's liaison with the contractor when the contractor's operations affect the CITY's on-site operations.
  - Assist in obtaining from the CITY additional details or information, when required for proper execution of the work.
- Review of Work, Rejection of Defective Work, Inspections and Tests
  - Conduct on-site observations of the work in progress to determine if the work is, in general, proceeding in accordance with the Contract Documents.
  - The Project Representative shall report to the Consultant whenever the Project Representative believes that any work is unsatisfactory, faulty or defective or does not conform to the Contract Documents, has been damaged or does not meet the requirements of any inspection, test or approval required to be made, and advise the Consultant of work that the Project Representative believes should be corrected or rejected or should be uncovered for observation or requiring special testing, inspection or approval.
  - Verify that tests are conducted in the presence of appropriate personnel, and that the contractor maintains adequate records thereof, and observe and record appropriate details relative to the test procedures.
  - Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project and record the results of these inspections.
- Interpretation of Contract Documents
  - The Project Representative shall report to the Consultant when clarifications and interpretations of the Contract Documents are needed and transmit to the contractor clarifications and interpretations as issued by the Consultant.
- Modifications
  - Consider and evaluate the contractor's suggestions for modifications in drawings and specifications. Transmit to the contractor decisions as issued by the Consultant.
- Records
  - Maintain at the job site and/or at the Consultant's office, orderly files for correspondence, reports of job conferences, shop drawings and samples, reproductions of original Contract Documents including all work directives, changes, addenda, change orders, field orders, additional drawings issued

Attachment: SS7261 Lake Katherine Sewer Line Capacity Enhancement Novation Agreement (6099 : SS7261 AECOM CA#7 Lake Katherine

subsequent to the execution of the contract, the Consultant's clarifications and interpretations of the Contract Documents, progress reports, and other Project related documents.

- Reports
  - ❖ Furnish periodic reports as required of progress of the work and of the contractor's compliance with the progress schedule and schedule of shop drawings and sample submittals.
  - ❖ Consult with the CITY in advance of scheduled major tests, inspections or start-up of important phases of the work.
  - ❖ Report immediately to the CITY upon the occurrence of any accident.
- Completion
  - ❖ Before the Consultant issues a certificate of substantial completion, submit to the contractor a list of observed items requiring completion or correction.
  - ❖ Conduct final review of the work in the company of the CITY and the contractor and prepare a final list of items to be completed or corrected.
  - ❖ Observe that all items on final list have been completed or corrected and make recommendations to the CITY concerning acceptance.

Limitations of Authority - Consultant /Project Representative

- Shall not exceed limitations of the Consultant's authority as set forth in the contract documents.
- Shall not undertake any of the responsibilities of the contractor, subcontractors or the contractor's superintendent.
- 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 drawings or sample submittals from anyone other than the contractor.

Task 1100 – Additional Services

Additional funds are for items as outlined in Task 1100 – Additional Services in the original contract.

Attachment: SS7261 Lake Katherine Sewer Line Capacity Enhancement Novation Agreement (6099 : SS7261 AECOM CA#7 Lake Katherine

II. COMPENSATION

The following changes to the initial SS7261 contract are recommended for this proposed amendment:

- Task 120 – "Coordination Meetings" - $15,780
- Task 320 - "Property Research and Easement Exhibits" – $9,935
- Task 500 – "Final Design" - Retaining Wall Assistance, Buyout Assistance, and SCDOT Revisions – $45,500
- Task 800 – "Engineering Services During Construction" - $151,230
- Task 900 – "Full Time Construction Inspection" - $239,980 (hourly NTE)
- Task 1110 – "Additional Services" - $30,000

The new contract values based on the above recommended changes are presented below:

- Task 100 - $130,670
- Task 200 - $130,525
- Task 310/320 - $132,260
- Task 400 - $14,200
- Task 500 - $177,285
- Task 600 - $53,050
- Task 700 - $6,100
- Task 800 - $341,515
- Task 900 - $239,980 (hourly NTE)
- Task 1000 - $5,360
- Task 1110 - $100,000
- Task 1120 - $25,000
- Total - $1,355,945

Attachment: SS7261 Lake Katherine Sewer Line Capacity Enhancement Novation Agreement (6099 : SS7261 AECOM CA#7 Lake Katherine

The new contract values based on the above recommended changes are presented below:

Task Number	Task Title	Original Contract	Previous Amendments	Current Amendment	New Contract Value
Task 100	Evaluation and Design Phase Administration	$114,890	$0	$15,780	$130,670
Task 200	PER & Alternatives	$130,525	$0	$0	$130,525
Task 310/320	Survey and Survey Plats	$122,325	$0	$9,935	$132,260
Task 400	Geotechnical	$14,200	$0	$0	$14,200
Task 500	Final Design	$131,785	$0	$45,500	$177,285
Task 600	Permits	$53,050	$0	$0	$53,050
Task 700	Bidding and Award	$6,100	$0	$0	$6,100
Task 800	Engineering Services During Construction	$190,285	$0	$151,230	$341,515
Task 900	Full Time Construction Inspection	$0	$0	$239,980 (hourly NTE)	$239,980 (hourly NTE)
Task 1000	Project Closeout	$5,360	$0	$0	$5,360
Task 1110	Additional Services	$70,000	$0	$30,000	$100,000
Task 1120	400 LF 42-Inch GS – Optional Services	$25,000	$0	$0	$25,000
Total Fee		**$863,520.00**	**$0.00**	**$492,425**	**$1,355,945**

III. SCHEDULE

The active construction period will be increased from 12 months to 18 months.

Project completion date will be extended to June 30, 2019.

IV. SUBCONSULTANT FIRM INFORMATION

The original contract included DESA, Inc. as a Protégé Firm, CECS as a sub-consultant Firm, for a Protégé percentage of 20.9% and total combined Protégé/Sub-consultant fee of 23.1%. The updated Protégé and sub-consultant percentages and amounts are listed in the table below for the original contract and each contract amendment, as well as the updated total. This amendment will increase the Protégé participation from the original contract from 20.9% to 21.1%.

Attachment: SS7261 Lake Katherine Sewer Line Capacity Enhancement Novation Agreement (6099 : SS7261 AECOM CA#7 Lake Katherine

	Total Contract Amount	DESA Amount (*Protégé*)	% of Contract Amount	CECS Amount (*Sub-consultant*)	% of Contract Amount
Original Contract	$863,520.00	$180,200.00	20.9%	$18,900.00	2.2%
CA#1*	$0.00	$0.00	0.0%	$0.00	0.0%
CA#2	$0.00	$0.00	0.0%	$0.00	0.0%
CA#3	$0.00	$0.00	0.0%	$0.00	0.0%
CA#4	$492,425.00	$81,310.00	16.5%	$4,000.00	0.8%
New Total Contract Amount	$1,355,945.00	$286,150.00	**21.1%**	$30,132.00	**2.2%**

*CECS was contracted an additional $7,232 from Task 1110 – Additional Services.

*DESA was contracted an additional $24,640 from Task 1110 – Additional Services.

Attachment: SS7261 Lake Katherine Sewer Line Capacity Enhancement Novation Agreement (6099 : SS7261 AECOM CA#7 Lake Katherine

AMENDMENT #5

Attachment: SS7261 Lake Katherine Sewer Line Capacity Enhancement Novation Agreement (6099 : SS7261 AECOM CA#7 Lake Katherine

Contract Amendment #5

Engineering Services Agreement for Lake Katherine Sewer Line Enhancement
Project Number: CIP SS7212

AECOM

June 27, 2019

Description of Change: Request change in Agreement for Engineering Services between the City of Columbia (City) and AECOM (Engineer) dated March 18, 2014 (Agreement) to extend the contract from June 30, 2019 to June 30, 2020.

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

Proposed Change and Basis for Payment:

Award Contract:	$863,520.00
Contract Amendment #1 (Administrative Change):	$0.00
Contract Amendment #2 (Administrative Change):	$0.00
Contract Amendment #3 (No Cost Time Extension):	$0.00
Contract Amendment #4 (Cost Change & Time Extension):	$492,425.00
Current Contract Total:	$1,355,945.00
This Change Contract Amendment #5 (No Cost Time Extension):	$0.00
Revised Contract Price:	$1,355,945.00

This Change is Acceptable:

AECOM:

_____ R. Thomas Haselden, Jr., PE, BCEE Date: 6/28/19
Signature (Please Print Name)

Title: _____

City of Columbia:

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

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

By: _____
Sandra A. Wright, CPPB, Director of Procurement and Contracts/Purchasing Agent

Approval of Change: _____
Teresa Wilson, City Manager

APPROVED AS TO FORM

Legal Department, City of Columbia, SC

Attachment: SS7261 Lake Katherine Sewer Line Capacity Enhancement Novation Agreement (6099 : SS7261 AECOM CA#7 Lake Katherine

AMENDMENT #6

Attachment: SS7261 Lake Katherine Sewer Line Capacity Enhancement Novation Agreement (6099 : SS7261 AECOM CA#7 Lake Katherine

Contract Amendment #6

Engineering Services Agreement for Lake Katherine Sewer Line Enhancement
Project Number: CIP SS7261

AECOM

June 28, 2019

Description of Change: Request change in Agreement for Engineering Services between the City of Columbia (City) and AECOM (Engineer) dated March 18, 2014 (Agreement) to compensate the engineer for additional engineering efforts during construction and to extend the contract to June 30, 2021 as provided in Exhibit A.

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

Proposed Change and Basis for Payment:

Award Contract:	$863,520.00
Contract Amendment #1 (Administrative Change):	$0.00
Contract Amendment #2 (Administrative Change):	$0.00
Contract Amendment #3 (No Cost Time Extension):	$0.00
Contract Amendment #4 (Cost Change & Time Extension):	$492,425.00
Contract Amendment #5 (No Cost Time Extension):	$0.00
Current Contract Total:	$1,355,945.00
This Change Contract Amendment #6 (Cost Change & Time Extension):	$424,530.00
Revised Contract Price:	$1,780,475.00

This Change is Acceptable:

AECOM:

Signature R. Thomas Haselden, Jr., PE, BCEE (Please Print Name) Date: 7/9/19

Title: Vice President

City of Columbia:

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

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

By: _____
Sandra A. Wright, CPPB, Director of Procurement and Contracts/Purchasing Agent

Approval of Change: _____ 8/23/19
Teresa Wilson, City Manager

APPROVED AS TO FORM

Attachment: SS7261 Lake Katherine Sewer Line Capacity Enhancement Novation Agreement (6099 : SS7261 AECOM CA#7 Lake Katherine

Exhibit A

AECOM
101 Research Dr.
Columbia, SC 29201
www.aecom.com

803-254-4400 tel
803-771-6676 fax

SCHEDULE/COST CHANGE AMENDMENT

John Riggs, P.E.
Assistant Wastewater Engineer
City of Columbia
Utilities and Engineering
1136 Washington Street
Columbia, South Carolina 29201

Subject: **PROJECT NAME: Lake Katherine Sewer Line Capacity Enhancement**
CIP NUMBER: SS7261

Dear John,

The City of Columbia (City) received bids for the Lake Katherine Sewer Line Capacity Enhancement project on June 14, 2018. There was only one (1) bid received and the bid was in excess of the project budget. The City elected to not award the contract based on the bid received. This required the project be re-bid. Prior to rebidding the City asked AECOM to research and evaluate possible factors which limited competition and affected bid pricing. AECOM provided the City with a Technical Memorandum outlining these factors and made adjustment to the bid documents to promote competition among bidders and reduce bid pricing. In addition, AECOM provided bid assistance for the City's rebid of the project. This work required additional services not covered in the original scope of work.

Under a previously executed City contract and contract amendment for SS7261, AECOM is providing engineering services for Engineering Services During Construction. The original contract and amendment estimated a construction period of 18 months; however, based on the complexity of the project and in an effort to reduce bid pricing, active construction is now estimated to be 24 months. The City concurs with the change; however, additional service fees are required for the additional 6 month period.

At the request of the City, AECOM is to provide geotechnical monitoring services during the construction phase of the project. These services will be provided for approximately 10,800 linear feet of gravity main outside the roadway. This work is not part of the original contract or subsequent changes; therefore, additional service fees are required.

Under a previously executed City contract amendment for SS7261, AECOM is providing engineering services for Full Time Construction Inspection. The contract amendment estimated Full Time Construction Inspection would be 40 hours per week; however, based on the complexity of the project and schedule it is estimated 45 hours per week will be required. The City concurs with the change; however, the additional 5 hours per week require additional fees for the previously contract Month 4 through 18 construction period.

Attachment: SS7261 Lake Katherine Sewer Line Capacity Enhancement Novation Agreement (6099 : SS7261 AECOM CA#7 Lake Katherine

Exhibit A

AECOM
101 Research Dr.
Columbia, SC 29201
www.aecom.com

803-254-4400 tel
803-771-6676 fax

Under a previously executed City contract amendment for SS7261, AECOM is providing engineering services for Full Time Construction Inspection at 45 hours per week. The contract amendment estimated a construction period of 18 months; however, based on the complexity of the project and in an effort to reduce bid pricing, active construction is now estimated to be 24 months. The City concurs with the change; however, additional service fees are required for the additional 6 month period.

The original contract for this project was signed between the City and AECOM on April 8, 2014. Included in this contract were services to be provided during construction. The original contract anticipated construction to begin in 2015. This contract amendment will adjust the construction services originally contracted by the average inflation rate over the last four (4) years.

Noted on the attached amendment detail pages are the Scope addition/deletion, Compensation, and Schedule adjustments necessary for this change.

AECOM appreciates the opportunity to provide this modification to the City of Columbia for the Lake Katherine Sewer Line Capacity Enhancement project. If you should have any questions please feel free to contact me.

Sincerely,

AECOM Technical Services, Inc.

R. Thomas Haselden, Jr., P.E.
South Carolina Water Lead

cc: Jamie Kelso – CW2020
Phillip Dieckmann – AECOM

Attachment: SS7261 Lake Katherine Sewer Line Capacity Enhancement Novation Agreement (6099 : SS7261 AECOM CA#7 Lake Katherine

Exhibit A

COST CHANGE AMENDMENT DETAILS

PROJECT NAME: Lake Katherine Sewer Line Capacity Enhancement
CIP NUMBER: SS7261

Contract Amendment ~~#5~~ #6
Lake Katherine Sewer Line Capacity Enhancement
CIP NUMBER: SS7261

I. SCOPE ADDITION/DELETION

Task 700 Bidding and Award

The City received bids for the Lake Katherine Sewer Line Capacity Enhancement project on June 14, 2018. There was only one (1) bid received and the bid was in excess of the project budget. The City elected to not award the contract based on the bid received. This required the project be re-bid.

Prior to re-bidding the project, the City requested URS research and evaluate possible factors which limited the actual bidders to one (1) and possible factors which led to an increase in bid pricing. URS provided these services included research, contacting and discussing with prospective bidders, two (2) meetings with the City, and the delivery of a Re-Bid Technical Memorandum outlining four (4) action items which could potentially reduce overall cost and increase competitiveness among contractors. The four (4) items addressed prior to re-bid are as follows:

1) Adjust two (2) lump sum items in the bid form
2) Increase the advertisement period to a minimum six (6) weeks
3) Adjust project schedule including extending work along Lake Katherine to nine (9) months and overall construction contract to twenty-four (24) months
4) Obtain intermediate access along Lake Katherine

To address item #1 URS made modifications to the bid plans and bid form to adjust the lump sum items at the Gills Creek crossing near Kilbourne Road and the Lake Katherine dam crossing.

To address item #4 URS made two (2) rounds of revisions to the 100% easement exhibit for the Rhodes property. Changes to the easement exhibit also resulted in change to the bid plans.

For the re-bidding of the project, URS provided services including attendance of a pre-bid conference, providing technical interpretation of the bid documents, issuing addend,

Attachment: SS7261 Lake Katherine Sewer Line Capacity Enhancement Novation Agreement (6099 : SS7261 AECOM CA#7 Lake Katherine

assisting with responses for information, and attending the bid opening. URS reviewed bids received and assisted the City in evaluating bids and recommending award of the contract.

Task 800 - Engineering Services During Construction

Engineer

After award of the contract, Engineer will assist the City with contract administration and provide periodic observation of the field services. The original contract plus contract amendment #4 anticipated that the field services period would be 18 months. Based on the Re-Bid Technical Memorandum, the active construction period is to be increased to 24 months. Engineer will provide the same services as outlined in the contract documents for 24 months instead of 18 months.

Due to the complexity of the work along Lake Katherine it is anticipated eight (8) additional meetings with the Contractor and Lake Katherine Homeowners Association will be required. The Engineer will provide the same services as outlined for Construction Progress Meetings as outlined in the contract documents. .

The original contract for this work was signed and a Notice to Proceed issued on April 8, 2014. With this original contract construction was anticipated to begin in September, 2015. One (1) task included in the original contract is contingent upon the start of construction, and therefore has not been provided. These services are as follows:

1) Task 800 Construction Services: $92,785 (URS portion)

   The average inflation rate over the last four (4) years is 1.52% per year. Based on the inflation rate the current value of services to be provided is $98,538. The inflation increase is $5,753.

At the request of the City, AECOM is to provide management for geotechnical monitoring services during the construction phase of the project. These services will be provided for the approximately 10,800 linear feet of gravity main outside the roadway. AECOM's subcontractor Terracon will provide field services in Task 850 – Construction Materials Testing.

Protégé

After award of the contract, Engineer's Protégé – DESA, Inc. – will assist the Engineer and City with construction administration, periodic observation of field services, construction document review, and stormwater services. The original contract and contract amendment #4 anticipated DESA's field services period would be 18 months. Based on the Re-Bid Technical Memorandum, the active construction period is to be increased to 24 months.

Attachment: SS7261 Lake Katherine Sewer Line Capacity Enhancement Novation Agreement (6099 : SS7261 AECOM CA#7 Lake Katherine

Exhibit A

DESA will provide the same services as outlined in the contract documents for 24 months instead of 18 months.

Due to the complexity of the work along Lake Katherine it is anticipated eight (8) additional meetings with the Contractor and Lake Katherine Homeowners Association will be required. DESA, Inc. will provide the same services as outlined for Construction Progress Meetings as outlined in the contract documents.

The original contract for this work was signed and a Notice to Proceed issued on April 8, 2014. With this original contract construction was anticipated to begin in September, 2015. One (1) task included in the original contract is contingent upon the start of construction, and therefore have not been provided. These services are as follows:

1) Task 800 Construction Services: $97,500 (DESA portion)

   The average inflation rate over the last four (4) years is 1.52% per year. Based on the inflation rate the current value of services to be provided is $103,545. The inflation increase is $6,045.

Task 850 – Construction Materials Testing (NTE)

At the request of the City, AECOM is to provide geotechnical monitoring services during the construction phase of the project. These services will be provided for the approximately 10,800 linear feet of gravity main outside the roadway. AECOM with its subcontractor Terracon will provide the following services:

1) Perform laboratory standard Proctor on proposed fill soils
2) Perform density testing of utility backfill material starting at 3 feet above the crown of the pipe and continuing vertically every 3 feet, horizontally tests will be conducted every 100 linear feet.
3) Observe installation of helical pier along with load test.
4) Monitor installation of helical piers for installed depth and torque of pier at termination depth.

Based on overall length and depth of gravity sewer it is estimated 150 compaction tests will be required.

Task 900 – Full Time Construction Inspection

The Consultant shall furnish a Project Representative who shall on a full-time basis observe performance of the work of the Contractor. The Project Representative is the Consultant's employee or agent at the construction site, will act as directed by and under the supervision of the Consultant, and will confer with the Consultant regarding the Project Representative's actions. The Project Representative's dealings in matters pertaining to

Attachment: SS7261 Lake Katherine Sewer Line Capacity Enhancement Novation Agreement (6099 : SS7261 AECOM CA#7 Lake Katherine

the on-site work shall in general be with the Consultant and the contractor keeping the CITY advised as necessary. The Project Representative's dealings with subcontractors shall only be through or with the full knowledge and approval of the contractor. The Project Representative shall generally communicate with the CITY with the knowledge of and under the direction of the Consultant.

The Contract Amendment #4 scope included an estimated 40 hours per week for 65 weeks (Construction Month 4 through Month 18) for a maximum of 2,600 hours. Based on the Re-Bid Technical Memorandum, the active construction period is to be increased to 24 months. Contract Amendment #5 will add six (6) months of full-time observation and includes an estimated 45 hours per week for 26 weeks (Construction Month 19 through 24) for a maximum of 1,170 hours at an hourly rate of $95.13. The hourly rate provided is inclusive of all direct expenses related to the execution of Task 900 services.

The Contract Amendment #4 scope included an estimated 40 hours per week for 65 weeks (Construction Month 4 through Month 18) for a maximum of 2,600; however, based on the complexity of the project and a five day work week proposed by the contractor it is estimated 45 hours per week is required. Contract Amendment #5 will add 5 hours per week for Construction Month 4 through Month 18 for a maximum of 325 hours at an hourly rate of $95.13. The hourly rate provided is inclusive of all direct expenses related to the execution of Task 900 services.

In total between Contract Amendment #4 and Contract Amendment ~~#5~~ #6, the Consultant will provide 45 Hours per Week for 91 Weeks (Construction Month 4 through Month 24) which totals 4,095 hours. This will be performed on an hourly basis with a Not to Exceed.

Task 1000 Project Closeout

The original contract for this work was signed and a Notice to Proceed issued on April 8, 2014. With this original contract construction was anticipated to begin in September, 2015. One (1) task included in the original contract is contingent upon the start of construction, and therefore has not been provided. These services are as follows:

1) Task 1000 Project Closeout: $5,360

   The average inflation rate over the last four (4) years is 1.52% per year. Based on the inflation rate the current value of services to be provided is $5,692. The inflation increase is $332.

Task 1100 Additional Services

Attachment: SS7261 Lake Katherine Sewer Line Capacity Enhancement Novation Agreement (6099 : SS7261 AECOM CA#7 Lake Katherine

Exhibit A

The original contract for this work was signed and a Notice to Proceed issued on April 8, 2014. With this original contract construction was anticipated to begin in September, 2015. One (1) task included in the original contract is contingent upon the start of construction, and therefore has not been provided. These services are as follows:

1) Task 1110.1 Upsize 36" GS Main to 42" GS Main: $17,027.99 (Original Contract Amount was $46,700; however, $29,672.01 was design services and has already been provided. The remaining $17,027.99 is for services during construction.)

The average inflation rate over the last four (4) years is 1.52% per year. Based on the inflation rate the current value of services to be provided is $18,083.72. The inflation increase is $1,056.

II. COMPENSATION

The following changes to the initial SS7261 contract are recommended for this proposed amendment:

- Task 700 – "Bidding and Award" - $32,305
- Task 800 - "Engineering Services During Construction" – $196,233
- Task 850 – "Construction Materials Testing" - $53,054 (NTE)
- Task 900 – "Full Time Construction Inspection" - $141,550 (hourly NTE)
- Task 1000 – "Project Closeout" - $332
- Task 1110 – "Additional Services" - $1,056

The new contract values based on the above recommended changes are presented below:

- Task 100 - $130,670
- Task 200 - $130,525
- Task 310/320 - $132,260
- Task 400 - $14,200
- Task 500 - $177,285
- Task 600 - $53,050
- Task 700 - $38,405
- Task 800 - $537,748
- Task 850 - $53,054 (NTE)
- Task 900 - $381,530 (hourly NTE)

Attachment: SS7261 Lake Katherine Sewer Line Capacity Enhancement Novation Agreement (6099 : SS7261 AECOM CA#7 Lake Katherine

Exhibit A

- Task 1000 - $5,692
- Task 1110 - $101,056
- Task 1120 - $25,000
- Total - $1,780,475

The new contract values based on the above recommended changes are presented below (Not-to-Exceed):

Task Number	Task Title	Original Contract	Previous Amendments	Current Amendment	New Contract Value
Task 100	Evaluation and Design Phase Administration	$114,890	$15,780	$0	$130,670
Task 200	PER & Alternatives	$130,525	$0	$0	$130,525
Task 310/320	Survey and Survey Plats	$122,325	$9,935	$0	$132,260
Task 400	Geotechnical	$14,200	$0	$0	$14,200
Task 500	Final Design	$131,785	$45,500	$0	$177,285
Task 600	Permits	$53,050	$0	$0	$53,050
Task 700	Bidding and Award	$6,100	$0	$32,305	$38,405
Task 800	Engineering Services During Construction	$190,285	$151,230	$196,233	$537,748
Task 850	Construction Materials Testing	$0	$0	$53,054 (NTE)	$53,054 (NTE)
Task 900	Full Time Construction Inspection	$0	$239,980 (hourly NTE)	$141,550 (hourly NTE)	$381,530 (hourly NTE)
Task 1000	Project Closeout	$5,360	$0	$332	$5,692
Task 1110	Additional Services	$70,000	$30,000	$1,056	$101,056
Task 1120	400 LF 42-Inch GS – Optional Services	$25,000	$0	$0	$25,000
Total Fee		**$863,520.00**	**$492,425**	**$424,530**	**$1,780,475**

III. SCHEDULE

The active construction period will be increased from 18 months to 24 months.

Project completion date will be extended to June 30, 2021.

Attachment: SS7261 Lake Katherine Sewer Line Capacity Enhancement Novation Agreement (6099 : SS7261 AECOM CA#7 Lake Katherine

Exhibit A

IV. SUBCONSULTANT FIRM INFORMATION

The original contract included DESA, Inc. as a Protégé Firm and CECS as a sub-consultant Firm, for a Protégé percentage of 20.9% and total combined Protégé/Sub-consultant fee of 23.1%. The updated Protégé and sub-consultant percentages and amounts are listed in the table below for the original contract and each contract amendment, as well as the updated total. This amendment will increase the Protégé participation from the original contract from 20.9% to 21.9%.

	Total Contract Amount	DESA Amount (*Protégé*)	% of Contract Amount	CECS Amount (*Sub-consultant*)	% of Contract Amount	Terracon Amount (Sub-consultant)	% of Contract Amount
Original Contract	$863,520	$180,200	20.9%	$18,900	2.2%	N/A	N/A
CA#1^*	$0.00	$0.00	0.0%	$0.00	0.0%	N/A	N/A
CA#2^	$0.00	$0.00	0.0%	$0.00	0.0%	N/A	N/A
CA#3^	$0.00	$0.00	0.0%	$0.00	0.0%	N/A	N/A
CA#4	$492,425	$81,310	16.5%	$4,000	0.8%	N/A	N/A
CA#5	$424,530	$103,280	24.3%	$0.00	0.0%	$53,054	12.5%
New Total Contract Amount	**$1,780,475**	**$389,430**	**21.9%**	**$30,132**	**1.7%**	$53,054	**3.0%**

^CA#1, #2, & #3 funding came from the Client Controlled Contingency which is included in the Original Contract.

*CECS was contracted an additional $7,232 from Task 1110 – Additional Services.

*DESA was contracted an additional $24,640 from Task 1110 – Additional Services.

Attachment: SS7261 Lake Katherine Sewer Line Capacity Enhancement Novation Agreement (6099 : SS7261 AECOM CA#7 Lake Katherine

Exhibit B

CITY OF COLUMBIA

We Are Columbia

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

MENTOR PROTÉGÉ PROGRAM
Implementation Plan

Date: 05/14/19

Mentor: URS Corporation

Protégé: DESA, Inc.

Project Contract Amount: $1,780,475

Project Number: CIP SS7261

Project Name: Lake Katherine Sewer Line Capacity Enhancement

Duration of the Project: 60 Months

Protégé Amount: $389,430

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.*

DESA serves as a subcontractor on the above referenced 60-month project, providing Outreach Meetings (i.e. – public relation meetings including mailings), Assist with Geotechnical Services, and Contract Administration Services (i.e. – scheduling and conducting pre-bid meeting, attending monthly construction progress meetings, scheduling and conducting pre-construction meeting, assisting with preparation and processing change orders, and witnessing critical construction steps, testing as required by contract documents, SWPPP preparation, stormwater permitting, monitoring sediment & erosion control measures, and weekly SWPPP inspections & reports).

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.*

DESA intends to continue growing and improving their skillset by increasing their plan reviews and progress updates with URS Corporation throughout the project to ensure adequate knowledge of the plans, specifications, and schedule.

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.*

Continued work with the City will improve the protégé's business by helping them maintain qualified staff. We are in the process of redeveloping our business plan and intend to schedule a meeting with the City to discuss this topic in the near future.

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Exhibit B

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

Mentor:
Mentor: Phillip Dieckmann, PE; Tom Haselden, PE; Additional URS Corporation staff as required. Insurance provided as required by the City of Columbia.

Protégé:
Protégé: Diane E. Sumpter, PM; Alex McCune, PE; Additional DESA Staff as required. Insurance provided as required by the City of Columbia

Subcontractors:
Terracon: John B. Armstrong, PM. Insurance provided as required by the City of Columbia

Special Arrangements:
N/A

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

a. Description of Mentor's responsibilities:
Responsible for overall design and coordination of the entire project, including producing construction plans and specifications, coordinating with all subcontractors, bid administration, and construction administration.

b. Description of Protégé's responsibilities on project:
DESA schedules and conducts pre-bid meeting, performs construction observation, schedules and conducts pre-construction meetings, witness critical construction activities and testing, provides reports and photographs of construction activities, monitor stormwater prevention. DESA will assist with Public Outreach and geotechnical work.

c. Description of responsibilities that will be completed as a team:
a. The team will conduct monthly progress meetings, prepare and process change orders and MPP reports.

Attachment: SS7261 Lake Katherine Sewer Line Capacity Enhancement Novation Agreement (6099 : SS7261 AECOM CA#7 Lake Katherine

Exhibit B

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

The project is estimated at 60 months. The Protégé will be utilized in Six (6) areas:
1. Public Outreach
2. Stormwater Permitting
2. Geotechnical Assistance
3. Construction Administration
4. Construction Observation
5. Stormwater Monitoring

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

Mentor and Protégé will hold quarterly progress meetings in addition to the regular weekly communications to ensure project tasks are being checked for compliance. Continue to partner to improve upon the goals of the Business Plan.

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

The team's goal for the current project is identical to previous projects. Our goal is to always provide superior services on this and every City of Columbia project. A new goal for this project is to conduct Mentor/Protégé plan review meetings to discuss specifics about upcoming construction activities a week in advance.

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

Generally, we try to meet one week prior to each MPP quarterly reporting deadline, at a minimum. During projects, we have monthly scheduled meetings and usually speak on a daily basis.

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

DESA prepares and submit invoices monthly. For lump sum, fixed priced contracts, DESA invoices in equal monthly payments over the contract performance period. For time and material contracts, DESA invoices based on actual work performed during the month.

Attachment: SS7261 Lake Katherine Sewer Line Capacity Enhancement Novation Agreement (6099 : SS7261 AECOM CA#7 Lake Katherine

Exhibit B

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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
CECS	803-779-8468	2000 Park St. – Suite 201 Columbia, SC 29201	URS Corporation	$30,132.00	WBE	2%
Terracon	803-212-0062	521 Clemson Road Columbia, SC 29229	DESA, Inc.	$17,900.00	N/A	1%
Terracon	803-212-0062	521 Clemson Road Columbia, SC 29229	URS Corporation	$53,054.00	N/A	3%

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: $389,430

Percentage of Contract: 22% (Minimum of 20% of total contract amount is required)

Attachment: SS7261 Lake Katherine Sewer Line Capacity Enhancement Novation Agreement (6099 : SS7261 AECOM CA#7 Lake Katherine

Exhibit B

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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 URS Corporation (Mentor Firm) this 28th day of May 2019 Corporate SEAL

By: R. Thomas Haselden

Title: R. Thomas Haselden, Jr., PE, BCEE, Vice President

ATTEST:
By: C F Szurgot
Title: Charles F. Szurgot, Secretary

EXECUTED by DESA, Inc.(Protégé Firm) this 24 day of May 2019.
Corporate SEAL

By: Diane E. Sumpter

Title: Diane E. Sumpter, President & CEO

ATTEST:
By: Alex McCune
Title: Alex McCune, Project Manager

RECOMMENDED FOR APPROVAL:

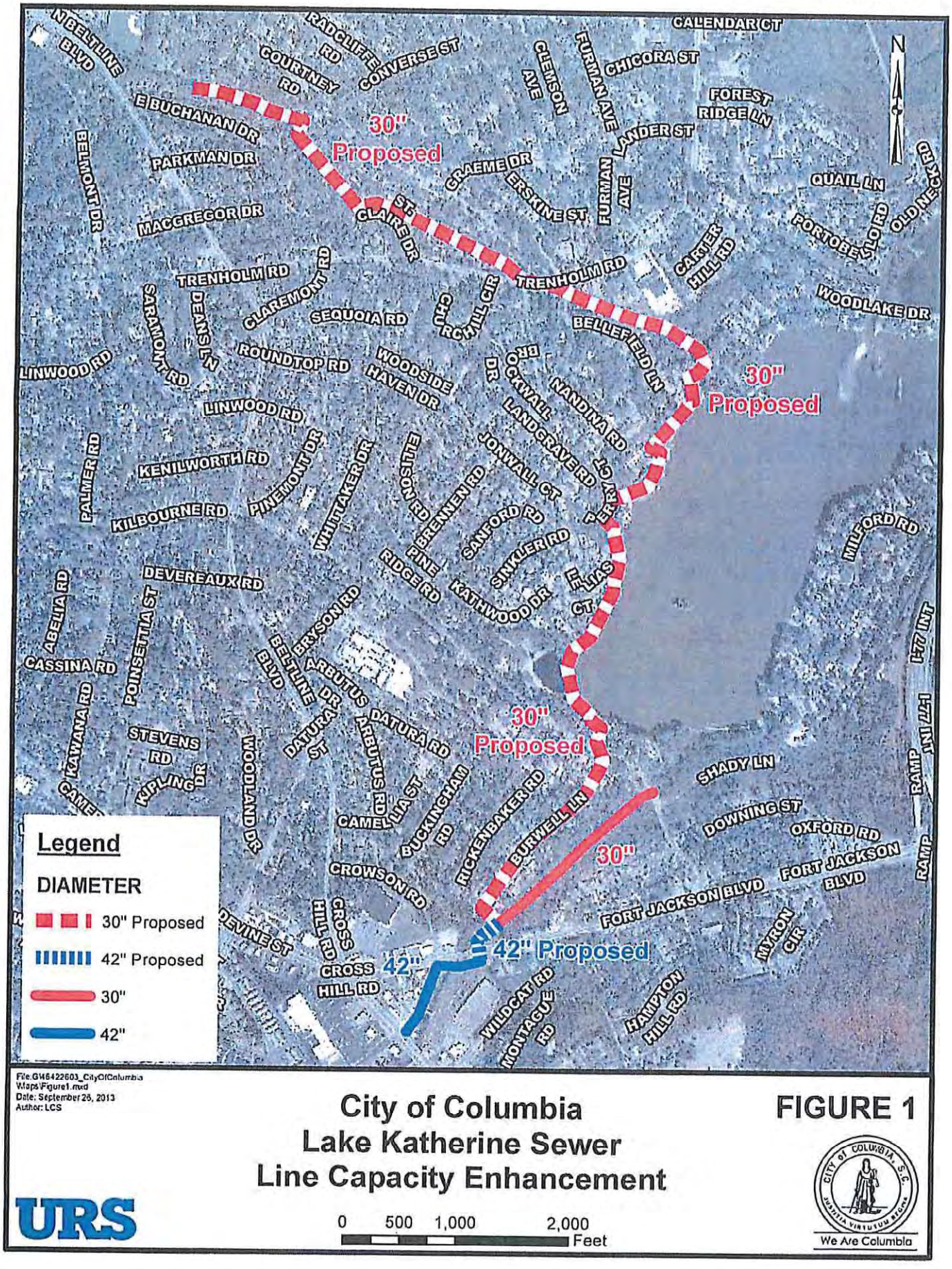
EXECUTED by the Department of Utilities & Engineering, Compliance Division on this 6 day of JUNE, 2019.

By: Juliet M Kelly

Title: Compliance Administrator

Attachment: SS7261 Lake Katherine Sewer Line Capacity Enhancement Novation Agreement (6099 : SS7261 AECOM CA#7 Lake Katherine

Exhibit C



File:G\46422603_CityOfColumbia\Maps\Figure1.mxd
Date: September 26, 2013
Author: LCS

City of Columbia
Lake Katherine Sewer Line Capacity Enhancement

FIGURE 1

URS

0 500 1,000 2,000 Feet

We Are Columbia

Attachment: SS7261 Lake Katherine Sewer Line Capacity Enhancement Novation Agreement (6099 : SS7261 AECOM CA#7 Lake Katherine

AMENDMENT #7

(Pending Execution)

Attachment: SS7261 Lake Katherine Sewer Line Capacity Enhancement Novation Agreement (6099 : SS7261 AECOM CA#7 Lake Katherine

Contract Amendment #7

Engineering Services Agreement for Lake Katherine Sewer Line Enhancement
Project Number: CIP SS7261

AECOM

July 22, 2020

Description of Change: Request change in Agreement for Engineering Services between the City of Columbia (City) and AECOM (Engineer) dated March 18, 2014 (Agreement) to compensate the engineer for additional engineering services as attached hereto.

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

Proposed Change and Basis for Payment:

Original Contract Price:	$863,520.00
Contract Amendment #1 (Administrative Change):	$0.00
Contract Amendment #2 (Administrative Change):	$0.00
Contract Amendment #3 (No Cost Time Extension):	$0.00
Contract Amendment #4 (Cost Change Increase & Time Extension):	$492,425.00
Contract Amendment #5 (No Cost Time Extension):	$0.00
Contract Amendment #6 (Cost Change Increase & Time Extension):	$424,530.00
Current Contract Price:	**$1,780,475.00**
This Change Contract Amendment #7 (Cost Change Increase):	**$59,130.00**
Revised Contract Price:	**$1,839,605.00**

This Change is Acceptable:

Name of Firm
AECOM

_____
Print Name

_____
Signature

_____
Date

City of Columbia
Office of the City Manager

_____
Teresa Wilson, City Manager

_____
Signature

_____ _____
Date Witness

Recommended by:

By: _____ _____
Joseph D. Jaco, P.E., Director of Utilities — Date

By: _____ 08/06/2020
Clint E. Shealy, P.E., Assistant City Manager for Columbia Water — Date

By: _____ _____
Sandra A. Wright, CPPB, Director of Procurement & Contracts/Purchasing Agent — Date

APPROVED AS TO FORM
Legal Department City of Columbia, SC
8/24/20

Attachment: SS7261 Lake Katherine Sewer Line Capacity Enhancement Novation Agreement (6099 : SS7261 AECOM CA#7 Lake Katherine

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COST CHANGE AMENDMENT

John Riggs, P.E. - Assistant Wastewater Engineer
City of Columbia - Utilities and Engineering
1136 Washington Street
Columbia, South Carolina 29201

Subject: **PROJECT NAME: Lake Katherine Sewer Line Capacity Enhancement**
CIP NUMBER: SS7261

Dear John,

The City of Columbia (City) asked AECOM for additional engineering services during construction of the Lake Katherine Sewer Line Capacity Enhancement project. These additional services are as follows:

1) 42-Inch CIPP: The City asked AECOM to design, develop conforming documents (plans and specs), and permit as necessary the additional of approximately 1,000 LF of 42-inch CIPP to be added to the construction contract.
2) Graeme Street Evaluation: The City asked AECOM to evaluate alternative designs for the installation of the new 30-inch gravity sewer on properties in which temporary construction easements originally obtained by the City expired.
3) St. Clair Street Redesign: There is an existing conflict between the City's existing gravity sewer line and parallel 48-inch stormdrain lines owned by the South Carolina Department of Transportation on St. Clair Street. The new gravity sewer has to be redesigned to correct the conflict created by the existing City gravity sewer.

Noted on the attached amendment detail pages are the Scope addition/deletion, Compensation, and Schedule adjustments necessary for this change.

AECOM appreciates the opportunity to provide this modification to the City of Columbia for the Lake Katherine Sewer Line Capacity Enhancement project. If you should have any questions please feel free to contact me.

Sincerely,

AECOM Technical Services, Inc.

R. Thomas Haselden, Jr., P.E.
South Carolina Water Lead

cc: Jamie Kelso – CW2020
Phillip Dieckmann – AECOM

Attachment: SS7261 Lake Katherine Sewer Line Capacity Enhancement Novation Agreement (6099 : SS7261 AECOM CA#7 Lake Katherine

COST CHANGE AMENDMENT DETAILS

PROJECT NAME: Lake Katherine Sewer Line Capacity Enhancement
CIP NUMBER: SS7261

Contract Amendment #7
Lake Katherine Sewer Line Capacity Enhancement
CIP NUMBER: SS7261

I. SCOPE ADDITION/DELETION

Task 1100.6 Additional Services – 42-inch CIPP

During construction the four (4) immediate 42-inch pipe segments downstream of the SS7261 Lake Katherine Sewer Line Capacity Enhancement project were identified of needing repair and are included in the City's overall rehabilitation plan for its collection system. These pipes were under by-pass and the City asked URS to review the 2016 assessment of the lines as well as current data and information to determine if it was in the City's interest to rehabilitate these four (4) pipes segments and associated manholes. URS reviewed the 2016 assessment and new data to determine the pipes and manholes did require rehabilitation and it would be in the City's interest to take advantage of the SS7261 by-pass system.

At the direction of the City; URS designed and developed plans and specifications for the trenchless rehabilitation of the four (4) pipe segments and manholes that would utilize cured-in-place pipe and epoxy manhole lining. The addition of this work required the modification of the South Carolina Department of Transportation Encroachment Permit and the City's Stormwater Permit. URS prepared Conforming Documents which were provided to the Contractor and used for Construction.

Oversight of large diameter (42-inch) cured-in-place pipe construction is more specialized than traditional open cut installation oversight. URS provided Quality Control and Assurances during the installation of the large diameter cure-in-place pipe operations which occurred around the clock which included working through the night on four (4) occasions and over a weekend. URS provided full time oversite while construction was active.

Task 1100.7 Additional Services – Graeme Street Evaluation

Two (2) properties known as the Harmon Property (15A) and the Wentzky Property (15B) had temporary construction easements obtained by the City. The temporary construction

Attachment: SS7261 Lake Katherine Sewer Line Capacity Enhancement Novation Agreement (6099 : SS7261 AECOM CA#7 Lake Katherine

easements on both properties expired prior to construction completion. The City asked URS to evaluate alternative installation options for the new gravity sewer in lieu of the temporary construction easements expirations. URS evaluated options of pipe bursting and boring to provide the City with alternative choices. In addition, URS reviewed updated modeling information provided by the City to determine system limitations. The alternative analysis for installation along properties 15A and 15B were provided to the City.

Task 1100.8 Additional Services – St. Clair Street Redesign

During construction it was determined there was a conflict between the existing City gravity sewer and parallel 48-inch stormdrain pipes owned by the South Carolina Department of Transportation. This conflict required the new gravity sewer plan to be modified and a revision to the South Carolina Department of Transportation Encroachment Permit be obtained. This included the redesign of over 1,000 linear feet (LF) of gravity sewer and the assembly of SCDOT stormdrain repair and details. AECOM provided a field sketch with the redesigned new gravity sewer alignment and profile and obtained a revision to the Encroachment Permit.

II. COMPENSATION

The following changes to the initial SS7261 contract are recommended for this proposed amendment:

- Task 1110.6 – "Additional Services – 42-inch CIPP" - $44,030
- Task 1110.7 – "Additional Services – Graeme Street Evaluation" - $9,400
- Task 1110.8 – "Additional Services – St. Clair Street Redesign" - $5,700

The new contract values based on the above recommended changes are presented below:

- Task 100 - $130,670
- Task 200 - $130,525
- Task 310/320 - $132,260
- Task 400 - $14,200
- Task 500 - $177,285
- Task 600 - $53,050
- Task 700 - $38,405
- Task 800 - $537,748

Attachment: SS7261 Lake Katherine Sewer Line Capacity Enhancement Novation Agreement (6099 : SS7261 AECOM CA#7 Lake Katherine

- Task 850 - $53,054 (NTE)
- Task 900 - $381,530 (hourly NTE)
- Task 1000 - $5,692
- Task 1110 - $59,130
- Task 1120 - $25,000
- Total - $1,839,605

The new contract values based on the above recommended changes are presented below:

Task Number	Task Title	Original Contract	Previous Amendments	Current Amendment	New Contract Value
Task 100	Evaluation and Design Phase Administration	$114,890	$15,780	$0	$130,670
Task 200	PER & Alternatives	$130,525	$0	$0	$130,525
Task 310/320	Survey and Survey Plats	$122,325	$9,935	$0	$132,260
Task 400	Geotechnical	$14,200	$0	$0	$14,200
Task 500	Final Design	$131,785	$45,500	$0	$177,285
Task 600	Permits	$53,050	$0	$0	$53,050
Task 700	Bidding and Award	$6,100	$32,305	$0	$38,405
Task 800	Engineering Services During Construction	$190,285	$347,463	$0	$537,748
Task 850	Construction Materials Testing	$0	$53,054 (NTE)	$0	$53,054 (NTE)
Task 900	Full Time Construction Inspection	$0	$381,530 (hourly NTE)	$0	$381,530 (hourly NTE)
Task 1000	Project Closeout	$5,360	$332	$0	$5,692
Task 1110	Additional Services	$70,000	$31,056	$59,130	$160,186
Task 1120	400 LF 42-Inch GS – Optional Services	$25,000	$0	$0	$25,000
Total Fee		**$863,520.00**	**$916,955**	**$59,130**	**$1,839,605**

III. SCHEDULE

No change with this amendment.

Attachment: SS7261 Lake Katherine Sewer Line Capacity Enhancement Novation Agreement (6099 : SS7261 AECOM CA#7 Lake Katherine

Project completion date is June 30, 2021.

IV. SUBCONSULTANT FIRM INFORMATION

The original contract included DESA, Inc. as a Protégé Firm and CECS as a sub-consultant Firm, for a Protégé percentage of 20.9% and total combined Protégé/Sub-consultant fee of 23.1%. The updated Protégé and sub-consultant percentages and amounts are listed in the table below for the original contract and each contract amendment, as well as the updated total. This amendment will adjust the Protégé participation from the original contract from 20.9% to 21.2%.

	Total Contract Amount	DESA Amount (*Protégé*)	% of Contract Amount	CECS Amount (*Sub-consultant*)	% of Contract Amount	Terracon Amount (Sub-consultant)	% of Contract Amount
Original Contract	$863,520	$180,200	20.9%	$18,900	2.2%	N/A	N/A
CA#1^*	$0.00	$0.00	0.0%	$0.00	0.0%	N/A	N/A
CA#2^	$0.00	$0.00	0.0%	$0.00	0.0%	N/A	N/A
CA#3^	$0.00	$0.00	0.0%	$0.00	0.0%	N/A	N/A
CA#4	$492,425	$81,310	16.5%	$4,000	0.8%	N/A	N/A
CA#5	$424,530	$103,280	24.3%	$0.00	0.0%	$53,054	12.5%
CA#6%	N/A	N/A	N/A	N/A	N/A	N/A	N/A
CA#7	$59,130	$0.00	0/0%	$0.00	0.0%	$0.00	0.0%
New Total Contract Amount	**$1,839,605**	**$389,430**	**21.2%**	**$30,132**	**1.2%**	**$53,054**	**2.9%**

^CA#1, #2, & #3 funding came from the Client Controlled Contingency which is included in the Original Contract.

*CECS was contracted an additional $7,232 from Task 1110 – Additional Services.

*DESA was contracted an additional $24,640 from Task 1110 – Additional Services.

%Contract Amendment #6 was Time Extension Only

Attachment: SS7261 Lake Katherine Sewer Line Capacity Enhancement Novation Agreement (6099 : SS7261 AECOM CA#7 Lake Katherine

CITY OF COLUMBIA
Office of Business Opportunities Compliance
1401 Main Street, 4th Floor | Columbia, South Carolina 29201
Phone: 803-545-4185

We Are Columbia

OBO MPP Change Order/Contract Amendment Implementation Plan Addendum (IPA)

(Construction or Professional Services)

In Accordance with MPP Guidelines Change Orders/Contract Amendments: If any change order/contract 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.

Change Order = CO Contract Amendment = CA

OBO Verification	CA Amount	Mentor Amount	Mentor Percentage	Protégé Amount	Protégé Percentage
Original Contract:	$ 863,520	$ 664,420*	77%	$ 180,200	21%
CA# 1: (contingency*)	$ 0	$ 0	0%	$ 0	0%
CA# 2: (contingency*)	$ 0	$ 0	0%	$ 0	0%
CA# 3: (contingency*)	$ 0	$ 0	0%	$ 0	0%
CA# 4:	$ 492,425	$ 407,115	83%	$ 81,310	17%
CA# 5:	$ 424,530	$ 268,196	63%	$ 103,280	24%
CA# 6: (time ext.)	$ 0	$ 0	0%	$ 0	0%
This CA #7: (Increase)	$ 59,130	$ 59,130	100%	$ 0	0%
Revised Contract:	**$ 1,839,605**	**$ 1,366,989**	**74%**	**$ 389,430**	**21%**

*CA#1, #2, & #3 funding came from the Client Controlled Contingency Task 1100 included in the Original Contract and originally budgeted for AECOM. CECS was contracted an additional $7,232 and DESA was contracted an additional $24,640 from Task 1100.

Original Project Contract Amount: $863,520 **Original Protégé Amount:** $180,200

MPP Project #/Name: SS7261 Lake Katherine Sewer Line Capacity Enhancement **CO/CA #: CA #7**

Change Order/Contract Amendment Amount: $59,130

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

During construction, AECOM provided additional engineering services related to the installation of 42-inch CIPP lining, an evaluation of alternate construction techniques for the Graeme Street gravity sewer, and a gravity sewer redesign in the area of a 48-inch storm drain line on St. Clair Street.

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)
3. ☐ **Funding Decrease – Amount** (Please place explanation of decrease in 3A below)

A. **Will the Protégé perform any work within this CO/CA?** ☐ **Yes** ☒ **No (If not, go to B)**
- **Amount of Change Order/Contract Amendment to be received by the Protégé: $** _____
- **Please indicate the services the Protégé will be providing for this change order/contract amendment** (in box below):

N/A

Attachment: SS7261 Lake Katherine Sewer Line Capacity Enhancement Novation Agreement (6099 : SS7261 AECOM CA#7 Lake Katherine

B. If Protégé will not be providing any services on this change order/contract amendment, please indicate why in the box below:

The additional services require specialty engineering services outside the original scope of work. The Protégé is continuing to provide services outlined in the agreement with the Mentor.

4. Revised Scope of Work

1) 42-Inch CIPP: The City asked AECOM to design, develop conforming documents (plans and specs), and permit as necessary the additional of approximately 1,000 LF of 42-inch CIPP to be added to the construction contract.

2) Graeme Street Evaluation: The City asked AECOM to evaluate alternative designs for the installation of the new 30-inch gravity sewer on properties in which temporary construction easements originally obtained by the City expired.

3) St. Clair Street Redesign: There is an existing conflict between the City's existing gravity sewer line and parallel 48-inch stormdrain lines owned by the South Carolina Department of Transportation on St. Clair Street. The new gravity sewer has to be redesigned to correct the conflict created by the existing City gravity sewer.

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/contract amendment for this project and were given the opportunity to provide services.

EXECUTED by R. Thomas Haselden, Jr, PE, BCEE (Mentor Firm) this 24th day of June 2020.

By: _____ Title: Vice President

Firm Name: AECOM Technical Services, Inc.

EXECUTED by Diane E. Sumpter (Protégé Firm) this 25th day of June 2020.

By: _____ Title: President & CEO

Firm Name: DESA, Inc.

OBO Statement for the change order/contract amendment:
OBO compliance has reviewed the funding increase contract amendment. The original project contract amount was $863,520.00. The original amount received by the protégé was $180,200.00 or 21% of the original contract amount. The revised total contract amount is $1,839,605.00, which includes the current and any previous change orders for this proje
The protégé will receive $389,430.00 or 21% of the revised total contract amount.

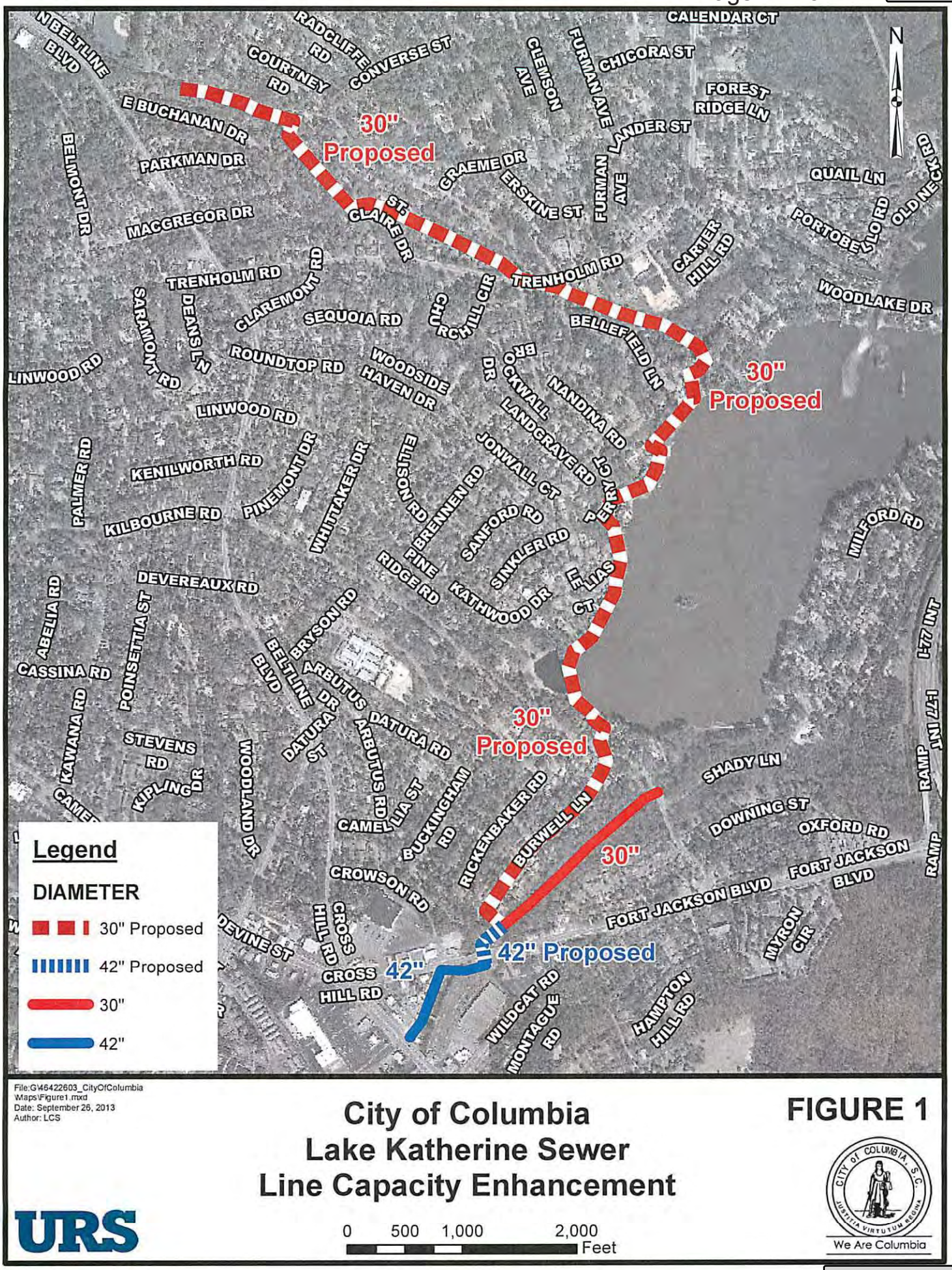
RECOMMENDED FOR APPROVAL: EXECUTED by the Office of Business of Opportunities - Compliance on this 1 day of July, 2020.

By: _____ Title: Program Compliance Administrator

*Per the MPP Guidelines: The Mentor will maintain the Protégé's 20% required minimum (or more) of the total contract cost, throughout the duration of the project.

*This information is only required if the change order/amendment is greater than $50,000.00, the amendment must also be approved by City Council.

Attachment: SS7261 Lake Katherine Sewer Line Capacity Enhancement Novation Agreement (6099 : SS7261 AECOM CA#7 Lake Katherine



File:G:\46422603_CityOfColumbia\Maps\Figure1.mxd
Date: September 26, 2013
Author: LCS

City of Columbia
Lake Katherine Sewer
Line Capacity Enhancement

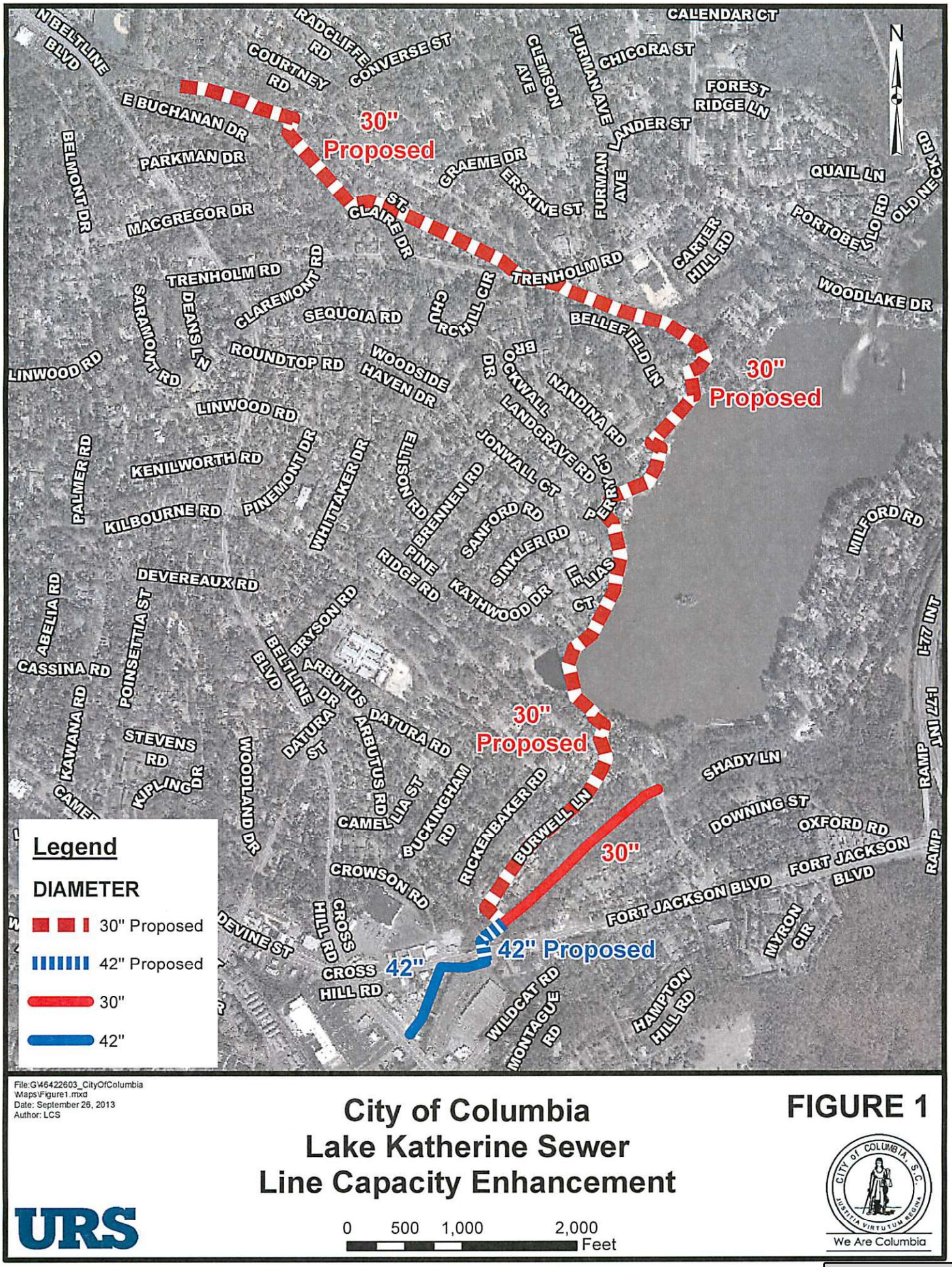
0 500 1,000 2,000 Feet

URS

FIGURE 1

We Are Columbia

Attachment: SS7261 Lake Katherine Sewer Line Capacity Enhancement Novation Agreement (6099 : SS7261 AECOM CA#7 Lake Katherine



File:G\46422603_CityOfColumbia\Maps\Figure1.mxd
Date: September 26, 2013
Author: LCS

City of Columbia
Lake Katherine Sewer
Line Capacity Enhancement

FIGURE 1

URS

0 500 1,000 2,000 Feet

We Are Columbia

Attachment: Map - SS7261 CA#7 (6099 : SS7261 AECOM CA#7 Lake Katherine Sewer Line Enhancement Eng. Services Agreement)

We Are Columbia

MEETING DATE:	**September 15, 2020**
DEPARTMENT:	**Procurement and Contracts**
FROM:	***Sandra Wright, Purchasing Agent***
SUBJECT:	**Council is asked to approve Contract Amendment #4 for Project SD8360; Water Quality Monitoring and MS4 Program Support, as requested by Columbia Water. Award to Woolpert, Inc. in the amount of $549,427.00. This firm is located in Columbia, SC.**
REQUISITION NO.:	**R206052**
FUNDING SOURCE & ORIGINAL BUDGET:	**Funding Source: Engineering Stormwater Improvements - Engineering Stormwater Improvements/Special Contracts Water/Sewer, Stormwater (5534202-SD836001-638305). The original budget amount for this amendment is $549,427.00. The total revised budget amount is $1,590,581.00.**
CLEAN WATER 2020?:	**No**
FOCUS AREAS:	**Innovative & High Quality Municipal Services**

PURPOSE:

The Prime Contractor, Woolpert, Inc. of Columbia, SC is providing operation and maintenance services for the continuous water quality, stream stage, and rainfall stations for Gills Creek, Kinley Creek, Rocky Branch and Smith Branch at 81.62% ($448,442.00) of the requested amendment amount.

The following sub-consultants will provide additional services:

Rogers & Callcott Environmental of Columbia, SC will provide sampling and laboratory analytical services at 8.34% ($45,820.00) of the requested amendment amount.

YSI Incorporated of Yellow Springs, OH will provide equipment and calibration solution for multi-parameter data sondes services at 9.13% ($50,165.00) of the requested amendment amount.

Campbell Scientific of Logan, UT will provide vendor services/materials at 0.91% ($5,000.00) of the requested amendment amount.

The above referenced Amendment is to compensate Woolpert, Inc. for providing operation and maintenance for continuous water quality, stream stage, and rainfall stations for Gills Creek, Kinley Creek, Rocky Branch, and Smith Branch. The contract price including this Amendment is $1,590,581.00.

Proposed Change and Basis for Payment:

Original Contract Price	$464,335.00
Amendment 1 (Cost Increase; Time Extension)	$531,319.00
Amendment 2 (No Cost Time Extension)	$00.00
Amendment 3 (Cost Increase; Time Extension)	$45,500.00
This Change Amendment 4 (Cost Increase)	**$549,427.00**
Revised Contract Price	**$1,590,581.00**

ATTACHMENTS:

- CA#4 SD8360 Woolpert SOW (PDF)
- CA#4 Woolpert SD8360 Water Quality Monitoring and MS4 Program (PDF)

SCOPE OF SERVICES

City of Columbia, SC
Water Quality Monitoring &
MS4 Program Support

Project Name:	City of Columbia Water Quality Monitoring and MS4 Program Support – Addendum 2
Project Number:	To Be Determined
Watersheds Monitoring:	Gills Creek, Lower Saluda, Congaree and Broad
Number of Stations:	12 Stations on Gills Creek, Kinley Creek, Rocky Branch and Smith Branch
Estimated Project Start Date:	July 2020
Estimated Project End Date:	July 2021
Project Duration:	12 months
Project Total Fee:	$ 549,427

Project Understanding

In 2012, the City began developing a monitoring program in response to requirements outlined in the City's Phase I MS4 permit. Specifically, the City developed a monitoring program to gather more data regarding total maximum daily loads (TMDLs) in the Gills Creek watershed. Over the last six years, the City extended the monitoring program into the Rocky Branch, Kinley Creek, and Smith Branch watersheds. The comprehensive program included the implementation of a permanent monitoring network that incorporates the use of various water quality sensors, rainfall gauges, stage/flow information, remote telemetry, and supplementary manual grab sampling. This program allows the City to thoroughly evaluate current baseline conditions, identify potential pollutant sources within and/or entering City limits, and assess long term improvements in water quality due to the implementation of various BMPs. In addition, the rainfall and stream stage data will likely be useful for a range of other City needs, while data from the monitoring network may also provide further ancillary benefits including data for floodplain model calibration, spill tracking, construction site permitting requirements, and emergency response. The following sub-tasks highlight the proposed scope of services to operate and maintain the continuous water quality, stream stage, and rainfall stations for Gills Creek, Kinley Creek, Rocky Branch, and Smith Branch.

Task 1- Operation and Maintenance

This task includes **monthly site visits** by Woolpert personnel for the purposes of maintaining **the nine (9) water quality monitoring stations, three (3) additional flow monitoring stations**, and associated hardware/sensors for **12 months**. This includes inspections of the casing pipe and equipment enclosure, removal of debris/pests, retrieval of the data sondes, confirmation of sufficient power supply, inspection of the rain gauges (when needed), vegetation maintenance, and documentation of field observations. Before retrieving the data sondes, Woolpert will check the weather forecast to ensure that the sensors will not be removed from the field for calibration when a significant rain event is forecasted for the greater Columbia area. This task also includes field verification of the calibration of the nine (9) City owned tipping bucket (TB-4) rain gauges using two different intensities. The field verification will be conducted every 6-months, or sooner if a major event is forecasted.

After retrieval of the data sondes, the sensors on each data sonde will be cleaned and calibrated at the Woolpert office in accordance with the manufacturer's recommendations. This will include the **calibration of sensors for pH, conductivity, temperature, turbidity, and dissolved oxygen**. When necessary, Woolpert will continue to conduct preventative maintenance activities on the optical sensors and O-ring replacement on all other ports to prolong the life and maintain the sensor's accuracy.

Attachment: CA#4 SD8360 Woolpert SOW (6125 : Woolpert, Inc.SD8360 Water Quality Monitoring and MS4 Program Support CA#4)

After successfully calibrating the sensors, the data sondes will be redeployed at each station. During routine calibration, the sensors may be out of the water for up to 72 hours.

Based on daily observations of field conditions via the project website (work days only), this task will include a maximum of **twenty-four (24) unscheduled site visits** to any of the nine (9) water quality monitoring stations and the three (3) additional stream stage and flow monitoring stations to address obvious maintenance needs such as buried sensors, sensors that have fouled or likely need maintenance, rain gauges where funnels or siphons have become clogged with debris, and/or pressure sensor calibration for the SonTek IQ flow meters. Woolpert will document the maintenance needs in a site-specific maintenance logbook or digital format.

Data Hosting

All recorded field data will be transmitted at a predefined interval, via the cellular modems, to a dedicated Woolpert server. Woolpert will also host the data and maintain a secure website for the City and Woolpert's use with various graph templates to view the real-time data. Woolpert will monitor recorded field data each workday during the deployment period. The data hosting effort will help identify any potential problems as they occur and reduce the potential for inaccurate water quality/rainfall reporting over significant periods of time. Costs associated with this task include a monthly data hosting fee for the use, maintenance, and updates of software/hardware that are needed for real-time data observations and quality control services provided by Woolpert staff. Under this task, Woolpert's staff will maintain the modems, data loggers, and data hosting website. Woolpert will also utilize its IT staff members to back-up the data routinely and patch the server with necessary updates, to maintain security.

Task 2- Grab Sampling

This task includes near daily weather tracking for the collection **of manual grab samples over a twelve-month period at each of the nine (9) monitoring sites**. This task will require the use of a SCDHEC certified laboratory and detailed coordination during a potential approaching storm. **Up to four (4) samples will be collected for TP, TN, TSS, and *E. coli* during eight (8) storm events,** pending appropriate weather conditions **(target of two (2) events/season)**, at each of the nine (9) water quality monitoring stations. The samples will be spaced based upon the anticipated duration of stormwater runoff, but the amount of time for collecting samples during each event will be heavily influenced by inclement or dangerous weather conditions, pollutant holding times, and/or laboratory staff availability. Woolpert will establish a subcontract agreement with Rogers and Callcott, a local small business and SCDHEC certified laboratory, to provide the analytical services for this contract. Invoices from the laboratory will be passed directly through on Woolpert invoices to the City during months where the laboratory services were used on the project.

Dry Weather Screening of Major Outfalls

Woolpert will use a two-man field crew to visit up to a maximum of sixty (60) City identified major outfalls, previously identified by the City of Columbia during dry weather conditions (less than 0.1 inch within 72 hours), to check for dry weather flow. Woolpert will coordinate with a City GIS representative to obtain a GIS shape file of the locations of the major outfalls and a list of attributes to collect while performing the dry weather screening activities at major outfalls. If dry weather flow or evidence of intermittent flow is present, Woolpert will record the observations in a database and report the flows to the City at the end of the dry weather screening process. Woolpert will not be responsible for tracking any dry weather flows to their source(s) and will not produce illicit discharge detection and elimination (IDDE) reports as a part of this task.

Additional Sampling

3RW Group Sampling - Included in this scope of services are various sampling and monitoring tasks requested by the City. Woolpert will assist the City with the collection of samples per the sampling plan that was developed by Wood, PLC and the Lexington County Consortium for the Three Rivers Watershed (3RW) group. Continued participation in the 3RW group requires the City to monitor for *E. coli* at four (4) of their stations during dry weather each month. Additionally, each of the four (4) sites will be sampled during wet weather twice a quarter. The data will be uploaded to a council of government spreadsheet for review by the 3RW group and to be used to develop the Three Rivers Watershed Plan for *E. coli*.

Wastewater Consent Decree Sampling - In addition to the 3RW group, this scope covers the expenses and labor for two smaller sampling related tasks. Woolpert will work with a City approved, certified laboratory for wastewater consent decree compliance and retain their services for this contract period. The monthly expenses incurred for the 12-month contact period are included in the reimbursable expenses portion of the fee estimate.

Attachment: CA#4 SD8360 Woolpert SOW (6125 : Woolpert, Inc.SD8360 Water Quality Monitoring and MS4 Program Support CA#4)

Earlewood Park Channel Stabilization Project Sampling - Also, this scope includes the continued collection of TSS and *E. coli* samples in Earlewood Park, to meet the conditions of the Corps of Engineer's Nationwide permit and the terms of the 319 Grant. Woolpert will use a City-owned YSI 6920 sonde to monitor for turbidity, specific conductivity, and temperature every 15 minutes.

Task 3- Installation of Two Rain Gauges

With the heightened awareness of flooding issues in and around the City of Columbia and the variability of rainfall, Woolpert recommends performing site selection purchasing equipment, and installing **two (2) additional rain gauges**. The two (2) locations would best be located inside the City's jurisdictional area, but outside of the TMDL monitoring area.

Site locations will be based on ease of access, current and future functionality for the City, and property access. This task does not include property rights agreements or obtaining easements for the City. Woolpert will install additional rain gauges at the City's request. Fees from other tasks may be reallocated to Task 3 if the City decides to install additional rain gauges outside of the two (2) stations planned to be installed in this scope of services.

Task 4 – Data Management/Statistical Analysis

This task includes **monthly evaluation of the continuously collected water quality data** from each of the nine (9) monitoring stations for quality control to identify pollutant concentrations that appear unusual or that fluctuate out of normal ranges. This includes noting any questionable data to be further analyzed or potentially removed from the final dataset based upon field observations during maintenance activities. Sensor drift corrections, equipment inventory, and calibration logs will be documented for each of the nine (9) sondes. Metadata associated with any data corrections will be kept for the timeseries data.

After correcting the continuous dataset based on field observations and maintenance activities, Woolpert will provide the City with descriptive statistics, which will be used in Task 5 below. This task also includes incremental rainfall analysis from the nine (9) city-owned rain gauges to be compared to the NOAA Atlas 14 precipitation return frequencies for significant rain events. This task also includes utilizing current software licenses to automate long-term analyses and assessment of trends. This will enable the City to quickly determine variables that are impacting the receiving waterbody.

In addition to the water quality data, Woolpert will review and correct flow and velocity data from all six (6) monitoring locations with SonTek IQs. The corrected data will be provided to the City in a spreadsheet for Hydrologic and Hydraulic model calibration or validation.

Task 5 – Reporting

After the monthly evaluation of the continuously collected data is conducted, Woolpert will provide the City with **monthly site summaries** for all nine (9) monitoring stations. These summaries will be in a format that will allow the City to post the graphical data and summaries to their website for the public to view. Upon the completion of the data collection process over the 12-month period for all nine (9) monitoring stations, descriptive statistics for the grab sample data and for each continuously measured field parameter will be calculated. The statistical analysis for all parameters and *E. coli* data will be summarized in a supporting narrative, all of which will be included in a Final Report. This task includes detailed seasonal and/or base flow/storm flow analysis among the nine (9) monitoring stations. This task also includes generating a **monitoring summary for the City's annual report** to SCDHEC for compliance with the City's MS4 permit. This summary of the monitoring station data will consist of study area descriptions, methods used, results, and a trend analysis for each of the stations.

Task 6 – Rating Curve Development / Revisions

Stream discharge is a crucial component of the City's loading calculation at each of the water quality stations and is calculated by creating and maintaining a relationship between stream stage and individual point discharge measurements at various stages. Because of the flashiness of the urban streams in Columbia, the boundary conditions continue to change and continued flow measurements are necessary to ensure the accuracy of calculated loading rates. Stream cross sections and flow rates will be collected at the pressure transducer at each monitoring station. At monitoring locations where an acoustic doppler current meter is not present, data collected will be added to the model to refine the rating curve (i.e. stage versus flow rate). Rating curves will be programmed into the data loggers at the monitoring stations and will be used to estimate continuous flow rates. This effort is

Attachment: CA#4 SD8360 Woolpert SOW (6125 : Woolpert, Inc.SD8360 Water Quality Monitoring and MS4 Program Support CA#4)

important for calculation of pollutant mass loadings and assessing the potential improvement of water quality from various types of best management practices.

It is recommended that up to four (4) measurements be taken at Gills Creek A and Gills Creek C during the contract period. Additional discharge measurements may be needed if channel dimensions were altered drastically by the historic rain event. At Smith Branch B, a maximum of six (6) measurements will be taken to develop a rating curve. This will include up to two (2) low-flow and four (4) high-flow measurements. Smith Branch A will utilize the stage vs discharge relationship already developed by the USGS; who maintains their stream gauge station upstream of the City's Smith Branch A monitoring station. Continued rating curve development will occur at each of the water quality stations in the Kinley Creek watershed with three (3) measurements. Additionally, at each of the stations along Rocky Branch will receive up to two (2) validation measurements. Emphasis will be put on capturing measurements at stages previously not captured.

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Cookout	2	Roc A	2	Roc B	2
Saluda	1	Smi A	0	Smi B	6

Task 7 MS4 Permit Negotiations

Woolpert anticipates that the second cycle NPDES MS4 permit will not be issued during this 12-month scope of work; therefore, no fee or work scope have been provided. If the City's NPDES Stormwater Permit is issued during this contract period and the City requests Woolpert's services to negotiate a permit, then a portion of the contingency fee can be used to fund this task. If requested, Woolpert will develop a separate scope and fee for this work.

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Woolpert anticipates that SCDHEC will only perform one audit of the City's NPDES MS4 permit every five years and does not anticipate an audit occurring during this contract period; therefore, no fee or scope of work has been provided for this task. If the City's NPDES Stormwater Permit is issued during this contract period and the City requests Woolpert's services to assist in an audit, then a portion of the contingency fee can be used to fund this task. If requested, Woolpert will develop a separate scope and fee for this work.

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Part V. Monitoring and Reporting Requirements of the City's MS4 permit requires the City to submit annual reports that provide an update regarding activities the City has performed during the previous year that meet requirements for each component of the permit and that highlight the effectiveness of the SWMP. This task includes up to 146 hours of Woolpert's assistance with compiling the City of Columbia's comprehensive SCDHEC annual report, which will be completed in time for the City to review before the finalized report is delivered to DHEC. Woolpert will update the City's Stormwater Management Plan (SWMP) and recommend areas for improvement.

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Task 10 – On-call Services

A general consulting fee has been added to the fee estimate to account for unforeseen situations that may occur that require consultation between City and Woolpert staff. This fee can be used to assist with any stormwater, flooding, or water quality associated task assigned by the City such as BMP manual revisions, industrial compliance training, SWPP updates, plan review, Three Rivers Watershed group assistance and general consulting.

Task 11 – Project Management

This project will require routine project management needs such as project setup, scheduling, team meetings, client correspondence, team management, and invoicing. This task also includes sub-consultant management, monthly client meetings, and the development of additional scopes of services that may be requested by the City.

Reimbursable Expenses

Expenses requiring reimbursement will include, but are not limited to, analytical expenses from the laboratory, monitoring equipment, monthly data hosting, one (1) year of calibration solutions, sonde parts/replacements, assorted equipment maintenance supplies, and mileage or work truck fees. Since the current 6-series multi-parameter sonde support will end in 2022, Woolpert has included the purchase of three (3) YSI EXO sondes in the reimbursable expenses. This will allow the City to adapt to new technology that can be used to assess sanitary sewer influence in-stream. The reimbursable expenses are, in part, determined by quotes Woolpert receives from sub consultants hired to perform work encompassed by this scope of services. The reimbursable expense contained in the Fee Estimate is subject to change based on final quotes received by Woolpert. Reimbursable expenses can be used to address stakeholder interests. There is no markup on reimbursable expenses.

Assumptions / Notes

Woolpert staff will make every effort to sample two (2) storm events/season, but this task is contingent upon appropriate rainfall and safe weather conditions. It should also be noted that snow melt and smaller rainfall events will be avoided if possible due to lack of sufficient runoff. Woolpert will also attempt to avoid events that would cause the City to incur overtime billing rates from the laboratory.

Data Hosting

Woolpert's data hosting responsibilities are intended to ensure that data is stored in such a manner as to permit access by the City as well as interested and affected parties as designated by the City. Woolpert's data hosting responsibilities are:

a) Install, maintain, and operate software on a dedicated server to host data from each monitoring and sampling station. This responsibility shall include customary maintenance of the software and associated servers during normal business hours which are defined as 8:00 AM to 5:00 PM EST/EDT, Monday through Friday, and not including the following holidays- New Year's Day, President's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, and the day after, and Christmas Day.
b) Program modems at each monitoring station to call the server at selected intervals with appropriate phone numbers and routing information.
c) Provide training in a timely manner to the City on the access of the data, including changes and/or upgrades to the system.
d) Provide coordination between vendors and various Woolpert personnel to develop an IP address and web page to display the field data. Each station will be setup on the web page for viewing purposes and various security levels will be setup to maintain data security
e) Designate, by name or position a representative who shall act as the Woolpert Data Hosting Coordinator and designate one back-up representative.

Data posted to the Woolpert-hosted web page will be raw data and will not have any quality control routines or checks prior to posting. Each individual user of the real-time data will be responsible for any quality control processes before use. Woolpert does not warrant the accuracy of the real-time data and shall not be responsible for any use of such data.

Attachment: CA#4 SD8360 Woolpert SOW (6125 : Woolpert, Inc.SD8360 Water Quality Monitoring and MS4 Program Support CA#4)

Fee Estimate

Task Description	Fee Estimate
Task 1 Operation and Maintenance - Field Inspections - Sensor/Sonde Calibration - Daily Data Observations - Rain Gauge Calibration Check - Unscheduled Maintenance	$ 86,976
Task 2 Grab Sampling - Weather Tracking - Laboratory Coordination - Sample Collection - Dry Weather Screening of Major Outfalls	$ 53,385
Task 3 Install Rain Gauge Stations - Equipment Purchase - Install Preparation - Equipment Installation	$7,313
Task 4 Data Management/Statistical Analysis - Monthly Quality Control - Descriptive Statistics - Regression Equation Development - Annual Load Calculations	$ 85,988
Task 5 Reporting - Monthly Memos - Final Report	$ 38,962
Task 6 Discharge Measurements / Programming - Rating Curve Development - SonTek IQ Maintenance - Discharge Measurements - Update Logger Programs/Alarms - Verify Survey Sections and Station	$ 63,232
Task 7 MS4 Permit Negotiations - Not Anticipated During this Contract Period	$----
Task 8 Audit Preparation - Not Anticipated During this Contract	$----
Task 9 Annual Report Preparation - Information Gathering - Report Development - Report Review Meeting	$ 19,562
Task 10 On Call Services - General Consulting	$ 30,000

Attachment: CA#4 SD8360 Woolpert SOW (6125 : Woolpert, Inc.SD8360 Water Quality Monitoring and MS4 Program Support CA#4)

Task 11 Project Management - Project Meetings - Client Correspondence - General Project Management	$ 48,274
Project Subtotal:	**$ 433,692**
Reimbursable Expenses[1]:	**$ 115,735**
Project Total:	**$ 549,427**

Hourly Rate Table

Position	Rate
Project Director	$201
Project Manager	$177
Senior Professional Engineer	$141
Professional Engineer	$130
Senior Environmental Scientist	$130
Engineer	$120
Junior Professional Engineer	$104
Environmental Scientist	$99
Technician	$84
GIS Analyst	$156
Business Manager	$85
Intern	$60

[1] See Attachment 2 for a cost breakdown for reimbursable expenses. There is no markup on reimbursable expenses.

Attachment: CA#4 SD8360 Woolpert SOW (6125 : Woolpert, Inc.SD8360 Water Quality Monitoring and MS4 Program Support CA#4)

Approximate Project Schedule[2]

Task Number	Task Description	Approximate Start Date	Approximate End Date
Task 1	Operation and Maintenance	July 2020	July 2021
Task 2	Grab Sampling		
Task 3	Install Rain Gauge Stations		
Task 4	Data Management / Statistical Analysis		
Task 5	Reporting		
Task 6	Discharge Measurements / Programming		
Task 7	MS4 Permit Negotiations	N/A	N/A
Task 8	Audit Preparation	N/A	N/A
Task 9	Annual Report Preparation	July 2020	July 2020, January 2020-July 2021
Task 10	On-Call Services	July 2020	June/July 2021
Task 11	Project Management	June/July 2020	June/July 2021

[2] It is anticipated that this scope of services will require approximately **12 months** from notice to proceed to complete. However, the completion of the scope tasks is highly dependent on the frequency of rainfall events that occur during the project schedule timeframe.
Woolpert staff will make every effort to sample two storm events per season, but this task is contingent upon appropriate rainfall and safe weather conditions. It should also be noted that snow melt and smaller rainfall events will be avoided if possible due to lack of sufficient runoff. Woolpert will also attempt to avoid events that would cause the City to incur overtime billing rates from the laboratory.

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Attachment 2 – Reimbursable Expenses

Reimbursable Expenses	Unit Cost	Quantity	Unit	Total
Data Hosting	$30.00	14	Per site per month	$5,040.00
Laboratory Fees for 12 months	$3,556.00	10	Per site	$35,560.00
Clean Water 2020 Sampling - Rogers & Callcott	$475.00	12	Per month	$5,700.00
Laboratory Bacteria Samples - 3RW	$57.00	80	per sample	$4,560.00
Travel Mileage	$0.575	800	miles	$460.00
Woolpert Truck	$70	40	day	$2,800.00
Turbidity Sensor	$1,825	3	each	$5,475.00
DO Membrane	$250	4	each	$1,000.00
pH Sensor	$385	4	each	$1,540.00
Rain Gauge Station	$4,250	2	each	$8,500.00
Shipping of equipment	$20	10	year	$200.00
Misc. Field Equipment	$1,000	1	year	$1,000.00
Laboratory Supplies	$250	1	year	$250.00
Rental Rate for Flow Tracker and S5 ADP	$150	10	day	$1,500.00
Calibration Solutions (Sp Cond., pH, Turbidity) - 12 months	$1,200	1	each	$1,200.00
EXO iSE02 pH Sensor Assembly	$560	3	each	$1,680.00
EXO Wiped Conductivity / Temp Sensor	$1,650	3	each	$4,950.00
EXO Optical DO Sensor	$1,960	3	each	$5,880.00
EXO Turbidity Sensor	$1,800	3	each	$5,400.00
EXO Central Wiper	$1,200	3	each	$3,600.00
EXO Flying Lead Cable - 10 meter	$480	3	each	$1,440.00
YSI EXO-2 Sonde	$6,000	3	each	$18,000.00
			Reimbursable Expense Total Fee:	$115,735

NOTE: Total Costs are round up or down to the nearest dollar.

Attachment: CA#4 SD8360 Woolpert SOW (6125 : Woolpert, Inc.SD8360 Water Quality Monitoring and MS4 Program Support CA#4)

SUBCONSULTANT BUSINESS INFORMATION – ATTACHMENT B

City of Columbia Water Quality Monitoring and MS4 Program Support (July 2020 – June 2021)

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 the proposed changes.

Business Name/ Address	Contact Name Telephone	WBE/MBE/ DVBE Information	Services/ Materials to be Provided	Cost of Service ($ Value)
Rogers and Callcott Environmental 215 Stoneridge Dr, Columbia, SC 29210	(803)-509-8999	n/a	Sampling and Laboratory Analytical Services	$45,820
YSI Incorporated 1700/1725 Brannum Lane Yellow Springs, Ohio 45387-1107	(937)-767-7241	n/a	Equipment and calibration solution for multi-parameter sondes	$50,165
Campbell Scientific 815 W. 1800 N Logan, Utah 84321	(435)-227-9000	n/a	Vendor	$5,000

TOTAL: $ 100,985

I certify this information is true and correct. _____

Attachment: CA#4 SD8360 Woolpert SOW (6125 : Woolpert, Inc.SD8360 Water Quality Monitoring and MS4 Program Support CA#4)

Contract Amendment #4

Engineering Services Agreement for Water Quality Monitoring Operation and MS4 Program
Project Number: SD8360

Woolpert Inc.

August 3, 2020

Description of Change: Request change in Agreement for Engineering Services between the City of Columbia (City) and Woolpert, Inc. (Engineer) dated April 27, 2018 (Agreement) to compensate the engineer for additional engineering services as attached hereto.

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

Proposed Change and Basis for Payment:

Original Contract Price (PO# P170783):	$464,335.00
Amendment #1 (Cost Increase; Time Extension)	$531,319.00
Amendment #2 (No Cost Time Extension)	$00.00
Amendment #3 (Cost Increase; Time Extension (Pending)	45,500.00
Current Contract Price:	**$1,041,154.00**
This Change Contract Amendment #4 (Cost Increase):	**$549,427.00**
Revised Contract Price:	**$1,590,581.00**

This Change is Acceptable:

Name of Firm
Woolpert, Inc.

Brian T. Bates, PE
Print Name

Signature

8/24/2020
Date

City of Columbia
Office of the City Manager

Teresa Wilson, City Manager

Signature

Date Witness

Recommended by:

By: Dana Higgins 2020.09.01 13:48:33 -04'00'
Dana Higgins, PE, LEED AP, Director of Engineering — Date

By:
Clint E. Shealy, P.E., Assistant City Manager for Columbia Water — Date

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

APPROVED AS TO FORM
Legal Department City of Columbia, SC
8/24/20

Attachment: CA#4 Woolpert SD8360 Water Quality Monitoring and MS4 Program (6125 : Woolpert, Inc.SD8360 Water Quality Monitoring and

SCOPE OF SERVICES

City of Columbia, SC
Water Quality Monitoring &
MS4 Program Support

Project Name:	City of Columbia Water Quality Monitoring and MS4 Program Support – Addendum 2
Project Number:	To Be Determined
Watersheds Monitoring:	Gills Creek, Lower Saluda, Congaree and Broad
Number of Stations:	12 Stations on Gills Creek, Kinley Creek, Rocky Branch and Smith Branch
Estimated Project Start Date:	July 2020
Estimated Project End Date:	July 2021
Project Duration:	12 months
Project Total Fee:	$ 549,427

Project Understanding

In 2012, the City began developing a monitoring program in response to requirements outlined in the City's Phase I MS4 permit. Specifically, the City developed a monitoring program to gather more data regarding total maximum daily loads (TMDLs) in the Gills Creek watershed. Over the last six years, the City extended the monitoring program into the Rocky Branch, Kinley Creek, and Smith Branch watersheds. The comprehensive program included the implementation of a permanent monitoring network that incorporates the use of various water quality sensors, rainfall gauges, stage/flow information, remote telemetry, and supplementary manual grab sampling. This program allows the City to thoroughly evaluate current baseline conditions, identify potential pollutant sources within and/or entering City limits, and assess long term improvements in water quality due to the implementation of various BMPs. In addition, the rainfall and stream stage data will likely be useful for a range of other City needs, while data from the monitoring network may also provide further ancillary benefits including data for floodplain model calibration, spill tracking, construction site permitting requirements, and emergency response. The following sub-tasks highlight the proposed scope of services to operate and maintain the continuous water quality, stream stage, and rainfall stations for Gills Creek, Kinley Creek, Rocky Branch, and Smith Branch.

Task 1- Operation and Maintenance

This task includes **monthly site visits** by Woolpert personnel for the purposes of maintaining **the nine (9) water quality monitoring stations, three (3) additional flow monitoring stations**, and associated hardware/sensors for **12 months**. This includes inspections of the casing pipe and equipment enclosure, removal of debris/pests, retrieval of the data sondes, confirmation of sufficient power supply, inspection of the rain gauges (when needed), vegetation maintenance, and documentation of field observations. Before retrieving the data sondes, Woolpert will check the weather forecast to ensure that the sensors will not be removed from the field for calibration when a significant rain event is forecasted for the greater Columbia area. This task also includes field verification of the calibration of the nine (9) City owned tipping bucket (TB-4) rain gauges using two different intensities. The field verification will be conducted every 6-months, or sooner if a major event is forecasted.

After retrieval of the data sondes, the sensors on each data sonde will be cleaned and calibrated at the Woolpert office in accordance with the manufacturer's recommendations. This will include the **calibration of sensors for pH, conductivity, temperature, turbidity, and dissolved oxygen**. When necessary, Woolpert will continue to conduct preventative maintenance activities on the optical sensors and O-ring replacement on all other ports to prolong the life and maintain the sensor's accuracy.

Attachment: CA#4 Woolpert SD8360 Water Quality Monitoring and MS4 Program (6125 : Woolpert, Inc.SD8360 Water Quality Monitoring and

After successfully calibrating the sensors, the data sondes will be redeployed at each station. During routine calibration, the sensors may be out of the water for up to 72 hours.

Based on daily observations of field conditions via the project website (work days only), this task will include a maximum of **twenty-four (24) unscheduled site visits** to any of the nine (9) water quality monitoring stations and the three (3) additional stream stage and flow monitoring stations to address obvious maintenance needs such as buried sensors, sensors that have fouled or likely need maintenance, rain gauges where funnels or siphons have become clogged with debris, and/or pressure sensor calibration for the SonTek IQ flow meters. Woolpert will document the maintenance needs in a site-specific maintenance logbook or digital format.

Data Hosting

All recorded field data will be transmitted at a predefined interval, via the cellular modems, to a dedicated Woolpert server. Woolpert will also host the data and maintain a secure website for the City and Woolpert's use with various graph templates to view the real-time data. Woolpert will monitor recorded field data each workday during the deployment period. The data hosting effort will help identify any potential problems as they occur and reduce the potential for inaccurate water quality/rainfall reporting over significant periods of time. Costs associated with this task include a monthly data hosting fee for the use, maintenance, and updates of software/hardware that are needed for real-time data observations and quality control services provided by Woolpert staff. Under this task, Woolpert's staff will maintain the modems, data loggers, and data hosting website. Woolpert will also utilize its IT staff members to back-up the data routinely and patch the server with necessary updates, to maintain security.

Task 2- Grab Sampling

This task includes near daily weather tracking for the collection **of manual grab samples over a twelve-month period at each of the nine (9) monitoring sites**. This task will require the use of a SCDHEC certified laboratory and detailed coordination during a potential approaching storm. **Up to four (4) samples will be collected for TP, TN, TSS, and *E. coli* during eight (8) storm events,** pending appropriate weather conditions **(target of two (2) events/season)**, at each of the nine (9) water quality monitoring stations. The samples will be spaced based upon the anticipated duration of stormwater runoff, but the amount of time for collecting samples during each event will be heavily influenced by inclement or dangerous weather conditions, pollutant holding times, and/or laboratory staff availability. Woolpert will establish a subcontract agreement with Rogers and Callcott, a local small business and SCDHEC certified laboratory, to provide the analytical services for this contract. Invoices from the laboratory will be passed directly through on Woolpert invoices to the City during months where the laboratory services were used on the project.

Dry Weather Screening of Major Outfalls

Woolpert will use a two-man field crew to visit up to a maximum of sixty (60) City identified major outfalls, previously identified by the City of Columbia during dry weather conditions (less than 0.1 inch within 72 hours), to check for dry weather flow. Woolpert will coordinate with a City GIS representative to obtain a GIS shape file of the locations of the major outfalls and a list of attributes to collect while performing the dry weather screening activities at major outfalls. If dry weather flow or evidence of intermittent flow is present, Woolpert will record the observations in a database and report the flows to the City at the end of the dry weather screening process. Woolpert will not be responsible for tracking any dry weather flows to their source(s) and will not produce illicit discharge detection and elimination (IDDE) reports as a part of this task.

Additional Sampling

3RW Group Sampling - Included in this scope of services are various sampling and monitoring tasks requested by the City. Woolpert will assist the City with the collection of samples per the sampling plan that was developed by Wood, PLC and the Lexington County Consortium for the Three Rivers Watershed (3RW) group. Continued participation in the 3RW group requires the City to monitor for *E. coli* at four (4) of their stations during dry weather each month. Additionally, each of the four (4) sites will be sampled during wet weather twice a quarter. The data will be uploaded to a council of government spreadsheet for review by the 3RW group and to be used to develop the Three Rivers Watershed Plan for *E. coli*.

Wastewater Consent Decree Sampling - In addition to the 3RW group, this scope covers the expenses and labor for two smaller sampling related tasks. Woolpert will work with a City approved, certified laboratory for wastewater consent decree compliance and retain their services for this contract period. The monthly expenses incurred for the 12-month contact period are included in the reimbursable expenses portion of the fee estimate.

Attachment: CA#4 Woolpert SD8360 Water Quality Monitoring and MS4 Program (6125 : Woolpert, Inc.SD8360 Water Quality Monitoring and

Earlewood Park Channel Stabilization Project Sampling - Also, this scope includes the continued collection of TSS and *E. coli* samples in Earlewood Park, to meet the conditions of the Corps of Engineer's Nationwide permit and the terms of the 319 Grant. Woolpert will use a City-owned YSI 6920 sonde to monitor for turbidity, specific conductivity, and temperature every 15 minutes.

Task 3- Installation of Two Rain Gauges

With the heightened awareness of flooding issues in and around the City of Columbia and the variability of rainfall, Woolpert recommends performing site selection purchasing equipment, and installing **two (2) additional rain gauges.** The two (2) locations would best be located inside the City's jurisdictional area, but outside of the TMDL monitoring area.

Site locations will be based on ease of access, current and future functionality for the City, and property access. This task does not include property rights agreements or obtaining easements for the City. Woolpert will install additional rain gauges at the City's request. Fees from other tasks may be reallocated to Task 3 if the City decides to install additional rain gauges outside of the two (2) stations planned to be installed in this scope of services.

Task 4 – Data Management/Statistical Analysis

This task includes **monthly evaluation of the continuously collected water quality data** from each of the nine (9) monitoring stations for quality control to identify pollutant concentrations that appear unusual or that fluctuate out of normal ranges. This includes noting any questionable data to be further analyzed or potentially removed from the final dataset based upon field observations during maintenance activities. Sensor drift corrections, equipment inventory, and calibration logs will be documented for each of the nine (9) sondes. Metadata associated with any data corrections will be kept for the timeseries data.

After correcting the continuous dataset based on field observations and maintenance activities, Woolpert will provide the City with descriptive statistics, which will be used in Task 5 below. This task also includes incremental rainfall analysis from the nine (9) city-owned rain gauges to be compared to the NOAA Atlas 14 precipitation return frequencies for significant rain events. This task also includes utilizing current software licenses to automate long-term analyses and assessment of trends. This will enable the City to quickly determine variables that are impacting the receiving waterbody.

In addition to the water quality data, Woolpert will review and correct flow and velocity data from all six (6) monitoring locations with SonTek IQs. The corrected data will be provided to the City in a spreadsheet for Hydrologic and Hydraulic model calibration or validation.

Task 5 – Reporting

After the monthly evaluation of the continuously collected data is conducted, Woolpert will provide the City with **monthly site summaries** for all nine (9) monitoring stations. These summaries will be in a format that will allow the City to post the graphical data and summaries to their website for the public to view. Upon the completion of the data collection process over the 12-month period for all nine (9) monitoring stations, descriptive statistics for the grab sample data and for each continuously measured field parameter will be calculated. The statistical analysis for all parameters and *E. coli* data will be summarized in a supporting narrative, all of which will be included in a Final Report. This task includes detailed seasonal and/or base flow/storm flow analysis among the nine (9) monitoring stations. This task also includes generating a **monitoring summary for the City's annual report** to SCDHEC for compliance with the City's MS4 permit. This summary of the monitoring station data will consist of study area descriptions, methods used, results, and a trend analysis for each of the stations.

Task 6 – Rating Curve Development / Revisions

Stream discharge is a crucial component of the City's loading calculation at each of the water quality stations and is calculated by creating and maintaining a relationship between stream stage and individual point discharge measurements at various stages. Because of the flashiness of the urban streams in Columbia, the boundary conditions continue to change and continued flow measurements are necessary to ensure the accuracy of calculated loading rates. Stream cross sections and flow rates will be collected at the pressure transducer at each monitoring station. At monitoring locations where an acoustic doppler current meter is not present, data collected will be added to the model to refine the rating curve (i.e. stage versus flow rate). Rating curves will be programmed into the data loggers at the monitoring stations and will be used to estimate continuous flow rates. This effort is

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important for calculation of pollutant mass loadings and assessing the potential improvement of water quality from various types of best management practices.

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A general consulting fee has been added to the fee estimate to account for unforeseen situations that may occur that require consultation between City and Woolpert staff. This fee can be used to assist with any stormwater, flooding, or water quality associated task assigned by the City such as BMP manual revisions, industrial compliance training, SWPP updates, plan review, Three Rivers Watershed group assistance and general consulting.

Task 11 – Project Management

This project will require routine project management needs such as project setup, scheduling, team meetings, client correspondence, team management, and invoicing. This task also includes sub-consultant management, monthly client meetings, and the development of additional scopes of services that may be requested by the City.

Reimbursable Expenses

Expenses requiring reimbursement will include, but are not limited to, analytical expenses from the laboratory, monitoring equipment, monthly data hosting, one (1) year of calibration solutions, sonde parts/replacements, assorted equipment maintenance supplies, and mileage or work truck fees. Since the current 6-series multi-parameter sonde support will end in 2022, Woolpert has included the purchase of three (3) YSI EXO sondes in the reimbursable expenses. This will allow the City to adapt to new technology that can be used to assess sanitary sewer influence in-stream. The reimbursable expenses are, in part, determined by quotes Woolpert receives from sub consultants hired to perform work encompassed by this scope of services. The reimbursable expense contained in the Fee Estimate is subject to change based on final quotes received by Woolpert. Reimbursable expenses can be used to address stakeholder interests. There is no markup on reimbursable expenses.

Assumptions / Notes

Woolpert staff will make every effort to sample two (2) storm events/season, but this task is contingent upon appropriate rainfall and safe weather conditions. It should also be noted that snow melt and smaller rainfall events will be avoided if possible due to lack of sufficient runoff. Woolpert will also attempt to avoid events that would cause the City to incur overtime billing rates from the laboratory.

Data Hosting

Woolpert's data hosting responsibilities are intended to ensure that data is stored in such a manner as to permit access by the City as well as interested and affected parties as designated by the City. Woolpert's data hosting responsibilities are:

a) Install, maintain, and operate software on a dedicated server to host data from each monitoring and sampling station. This responsibility shall include customary maintenance of the software and associated servers during normal business hours which are defined as 8:00 AM to 5:00 PM EST/EDT, Monday through Friday, and not including the following holidays- New Year's Day, President's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, and the day after, and Christmas Day.
b) Program modems at each monitoring station to call the server at selected intervals with appropriate phone numbers and routing information.
c) Provide training in a timely manner to the City on the access of the data, including changes and/or upgrades to the system.
d) Provide coordination between vendors and various Woolpert personnel to develop an IP address and web page to display the field data. Each station will be setup on the web page for viewing purposes and various security levels will be setup to maintain data security
e) Designate, by name or position a representative who shall act as the Woolpert Data Hosting Coordinator and designate one back-up representative.

Data posted to the Woolpert-hosted web page will be raw data and will not have any quality control routines or checks prior to posting. Each individual user of the real-time data will be responsible for any quality control processes before use. Woolpert does not warrant the accuracy of the real-time data and shall not be responsible for any use of such data.

Attachment: CA#4 Woolpert SD8360 Water Quality Monitoring and MS4 Program (6125 : Woolpert, Inc.SD8360 Water Quality Monitoring and

Fee Estimate

Task Description	Fee Estimate
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Task 11 Project Management - Project Meetings - Client Correspondence - General Project Management	$ 48,274
Project Subtotal:	**$ 433,692**
Reimbursable Expenses[1]:	**$ 115,735**
Project Total:	**$ 549,427**

Hourly Rate Table

Position	Rate
Project Director	$201
Project Manager	$177
Senior Professional Engineer	$141
Professional Engineer	$130
Senior Environmental Scientist	$130
Engineer	$120
Junior Professional Engineer	$104
Environmental Scientist	$99
Technician	$84
GIS Analyst	$156
Business Manager	$85
Intern	$60

[1] See Attachment 2 for a cost breakdown for reimbursable expenses. There is no markup on reimbursable expenses.

Attachment: CA#4 Woolpert SD8360 Water Quality Monitoring and MS4 Program (6125 : Woolpert, Inc.SD8360 Water Quality Monitoring and

Approximate Project Schedule[2]

Task Number	Task Description	Approximate Start Date	Approximate End Date
Task 1	Operation and Maintenance	July 2020	July 2021
Task 2	Grab Sampling		
Task 3	Install Rain Gauge Stations		
Task 4	Data Management / Statistical Analysis		
Task 5	Reporting		
Task 6	Discharge Measurements / Programming		
Task 7	MS4 Permit Negotiations	N/A	N/A
Task 8	Audit Preparation	N/A	N/A
Task 9	Annual Report Preparation	July 2020	July 2020, January 2020-July 2021
Task 10	On-Call Services	July 2020	June/July 2021
Task 11	Project Management	June/July 2020	June/July 2021

[2] It is anticipated that this scope of services will require approximately **12 months** from notice to proceed to complete. However, the completion of the scope tasks is highly dependent on the frequency of rainfall events that occur during the project schedule timeframe.
Woolpert staff will make every effort to sample two storm events per season, but this task is contingent upon appropriate rainfall and safe weather conditions. It should also be noted that snow melt and smaller rainfall events will be avoided if possible due to lack of sufficient runoff. Woolpert will also attempt to avoid events that would cause the City to incur overtime billing rates from the laboratory.

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Attachment 2 – Reimbursable Expenses

Reimbursable Expenses	Unit Cost	Quantity	Unit	Total
Data Hosting	$30.00	14	Per site per month	$5,040.00
Laboratory Fees for 12 months	$3,556.00	10	Per site	$35,560.00
Clean Water 2020 Sampling - Rogers & Callcott	$475.00	12	Per month	$5,700.00
Laboratory Bacteria Samples - 3RW	$57.00	80	per sample	$4,560.00
Travel Mileage	$0.575	800	miles	$460.00
Woolpert Truck	$70	40	day	$2,800.00
Turbidity Sensor	$1,825	3	each	$5,475.00
DO Membrane	$250	4	each	$1,000.00
pH Sensor	$385	4	each	$1,540.00
Rain Gauge Station	$4,250	2	each	$8,500.00
Shipping of equipment	$20	10	year	$200.00
Misc. Field Equipment	$1,000	1	year	$1,000.00
Laboratory Supplies	$250	1	year	$250.00
Rental Rate for Flow Tracker and S5 ADP	$150	10	day	$1,500.00
Calibration Solutions (Sp Cond., pH, Turbidity) - 12 months	$1,200	1	each	$1,200.00
EXO iSE02 pH Sensor Assembly	$560	3	each	$1,680.00
EXO Wiped Conductivity / Temp Sensor	$1,650	3	each	$4,950.00
EXO Optical DO Sensor	$1,960	3	each	$5,880.00
EXO Turbidity Sensor	$1,800	3	each	$5,400.00
EXO Central Wiper	$1,200	3	each	$3,600.00
EXO Flying Lead Cable - 10 meter	$480	3	each	$1,440.00
YSI EXO-2 Sonde	$6,000	3	each	$18,000.00
			Reimbursable Expense Total Fee:	$115,735

NOTE: Total Costs are round up or down to the nearest dollar.

Attachment: CA#4 Woolpert SD8360 Water Quality Monitoring and MS4 Program (6125 : Woolpert, Inc.SD8360 Water Quality Monitoring and

SUBCONSULTANT BUSINESS INFORMATION – ATTACHMENT B

City of Columbia Water Quality Monitoring and MS4 Program Support (July 2020 – June 2021)

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 the proposed changes.

Business Name/ Address	Contact Name Telephone	WBE/MBE/ DVBE Information	Services/ Materials to be Provided	Cost of Service ($ Value)
Rogers and Callcott Environmental 215 Stoneridge Dr, Columbia, SC 29210	(803)-509-8999	n/a	Sampling and Laboratory Analytical Services	$45,820
YSI Incorporated 1700/1725 Brannum Lane Yellow Springs, Ohio 45387-1107	(937)-767-7241	n/a	Equipment and calibration solution for multi-parameter sondes	$50,165
Campbell Scientific 815 W. 1800 N Logan, Utah 84321	(435)-227-9000	n/a	Vendor	$5,000

TOTAL: $ 100,985

I certify this information is true and correct. _____

Attachment: CA#4 Woolpert SD8360 Water Quality Monitoring and MS4 Program (6125 : Woolpert, Inc.SD8360 Water Quality Monitoring and

Contract Amendment #4

Engineering Services Agreement for Water Quality Monitoring Operation and MS4 Program
Project Number: SD8360

Woolpert Inc.

August 3, 2020

Description of Change: Request change in Agreement for Engineering Services between the City of Columbia (City) and Woolpert, Inc. (Engineer) dated April 27, 2018 (Agreement) to compensate the engineer for additional engineering services as attached hereto.

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

Proposed Change and Basis for Payment:

Original Contract Price (PO# P170783):	$464,335.00
Amendment #1 (Cost Increase; Time Extension)	$531,319.00
Amendment #2 (No Cost Time Extension)	$00.00
Amendment #3 (Cost Increase; Time Extension (Pending)	45,500.00
Current Contract Price:	**$1,041,154.00**
This Change Contract Amendment #4 (Cost Increase):	**$549,427.00**
Revised Contract Price:	**$1,590,581.00**

This Change is Acceptable:

Name of Firm
Woolpert, Inc.

_____
Print Name

_____
Signature

_____
Date

City of Columbia
Office of the City Manager

_____
Teresa Wilson, City Manager

_____
Signature

_____ _____
Date Witness

Recommended by:

By: _____ _____
Dana Higgins, PE, LEED AP, Director of Engineering Date

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

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

Attachment: CA#4 Woolpert SD8360 Water Quality Monitoring and MS4 Program (6125 : Woolpert, Inc.SD8360 Water Quality Monitoring and

SCOPE OF SERVICES

City of Columbia, SC
Water Quality Monitoring & MS4 Program Support

Project Name:	City of Columbia Water Quality Monitoring and MS4 Program Support – Addendum 2
Project Number:	To Be Determined
Watersheds Monitoring:	Gills Creek, Lower Saluda, Congaree and Broad
Number of Stations:	12 Stations on Gills Creek, Kinley Creek, Rocky Branch and Smith Branch
Estimated Project Start Date:	July 2020
Estimated Project End Date:	July 2021
Project Duration:	12 months
Project Total Fee:	$ 549,427

Project Understanding

In 2012, the City began developing a monitoring program in response to requirements outlined in the City's Phase I MS4 permit. Specifically, the City developed a monitoring program to gather more data regarding total maximum daily loads (TMDLs) in the Gills Creek watershed. Over the last six years, the City extended the monitoring program into the Rocky Branch, Kinley Creek, and Smith Branch watersheds. The comprehensive program included the implementation of a permanent monitoring network that incorporates the use of various water quality sensors, rainfall gauges, stage/flow information, remote telemetry, and supplementary manual grab sampling. This program allows the City to thoroughly evaluate current baseline conditions, identify potential pollutant sources within and/or entering City limits, and assess long term improvements in water quality due to the implementation of various BMPs. In addition, the rainfall and stream stage data will likely be useful for a range of other City needs, while data from the monitoring network may also provide further ancillary benefits including data for floodplain model calibration, spill tracking, construction site permitting requirements, and emergency response. The following sub-tasks highlight the proposed scope of services to operate and maintain the continuous water quality, stream stage, and rainfall stations for Gills Creek, Kinley Creek, Rocky Branch, and Smith Branch.

Task 1- Operation and Maintenance

This task includes **monthly site visits** by Woolpert personnel for the purposes of maintaining **the nine (9) water quality monitoring stations, three (3) additional flow monitoring stations**, and associated hardware/sensors for **12 months**. This includes inspections of the casing pipe and equipment enclosure, removal of debris/pests, retrieval of the data sondes, confirmation of sufficient power supply, inspection of the rain gauges (when needed), vegetation maintenance, and documentation of field observations. Before retrieving the data sondes, Woolpert will check the weather forecast to ensure that the sensors will not be removed from the field for calibration when a significant rain event is forecasted for the greater Columbia area. This task also includes field verification of the calibration of the nine (9) City owned tipping bucket (TB-4) rain gauges using two different intensities. The field verification will be conducted every 6-months, or sooner if a major event is forecasted.

After retrieval of the data sondes, the sensors on each data sonde will be cleaned and calibrated at the Woolpert office in accordance with the manufacturer's recommendations. This will include the **calibration of sensors for pH, conductivity, temperature, turbidity, and dissolved oxygen**. When necessary, Woolpert will continue to conduct preventative maintenance activities on the optical sensors and O-ring replacement on all other ports to prolong the life and maintain the sensor's accuracy.

Attachment: CA#4 Woolpert SD8360 Water Quality Monitoring and MS4 Program (6125 : Woolpert, Inc.SD8360 Water Quality Monitoring and

After successfully calibrating the sensors, the data sondes will be redeployed at each station. During routine calibration, the sensors may be out of the water for up to 72 hours.

Based on daily observations of field conditions via the project website (work days only), this task will include a maximum of **twenty-four (24) unscheduled site visits** to any of the nine (9) water quality monitoring stations and the three (3) additional stream stage and flow monitoring stations to address obvious maintenance needs such as buried sensors, sensors that have fouled or likely need maintenance, rain gauges where funnels or siphons have become clogged with debris, and/or pressure sensor calibration for the SonTek IQ flow meters. Woolpert will document the maintenance needs in a site-specific maintenance logbook or digital format.

Data Hosting

All recorded field data will be transmitted at a predefined interval, via the cellular modems, to a dedicated Woolpert server. Woolpert will also host the data and maintain a secure website for the City and Woolpert's use with various graph templates to view the real-time data. Woolpert will monitor recorded field data each workday during the deployment period. The data hosting effort will help identify any potential problems as they occur and reduce the potential for inaccurate water quality/rainfall reporting over significant periods of time. Costs associated with this task include a monthly data hosting fee for the use, maintenance, and updates of software/hardware that are needed for real-time data observations and quality control services provided by Woolpert staff. Under this task, Woolpert's staff will maintain the modems, data loggers, and data hosting website. Woolpert will also utilize its IT staff members to back-up the data routinely and patch the server with necessary updates, to maintain security.

Task 2- Grab Sampling

This task includes near daily weather tracking for the collection **of manual grab samples over a twelve-month period at each of the nine (9) monitoring sites**. This task will require the use of a SCDHEC certified laboratory and detailed coordination during a potential approaching storm. **Up to four (4) samples will be collected for TP, TN, TSS, and *E. coli* during eight (8) storm events,** pending appropriate weather conditions **(target of two (2) events/season)**, at each of the nine (9) water quality monitoring stations. The samples will be spaced based upon the anticipated duration of stormwater runoff, but the amount of time for collecting samples during each event will be heavily influenced by inclement or dangerous weather conditions, pollutant holding times, and/or laboratory staff availability. Woolpert will establish a subcontract agreement with Rogers and Callcott, a local small business and SCDHEC certified laboratory, to provide the analytical services for this contract. Invoices from the laboratory will be passed directly through on Woolpert invoices to the City during months where the laboratory services were used on the project.

Dry Weather Screening of Major Outfalls

Woolpert will use a two-man field crew to visit up to a maximum of sixty (60) City identified major outfalls, previously identified by the City of Columbia during dry weather conditions (less than 0.1 inch within 72 hours), to check for dry weather flow. Woolpert will coordinate with a City GIS representative to obtain a GIS shape file of the locations of the major outfalls and a list of attributes to collect while performing the dry weather screening activities at major outfalls. If dry weather flow or evidence of intermittent flow is present, Woolpert will record the observations in a database and report the flows to the City at the end of the dry weather screening process. Woolpert will not be responsible for tracking any dry weather flows to their source(s) and will not produce illicit discharge detection and elimination (IDDE) reports as a part of this task.

Additional Sampling

3RW Group Sampling - Included in this scope of services are various sampling and monitoring tasks requested by the City. Woolpert will assist the City with the collection of samples per the sampling plan that was developed by Wood, PLC and the Lexington County Consortium for the Three Rivers Watershed (3RW) group. Continued participation in the 3RW group requires the City to monitor for *E. coli* at four (4) of their stations during dry weather each month. Additionally, each of the four (4) sites will be sampled during wet weather twice a quarter. The data will be uploaded to a council of government spreadsheet for review by the 3RW group and to be used to develop the Three Rivers Watershed Plan for *E. coli*.

Wastewater Consent Decree Sampling - In addition to the 3RW group, this scope covers the expenses and labor for two smaller sampling related tasks. Woolpert will work with a City approved, certified laboratory for wastewater consent decree compliance and retain their services for this contract period. The monthly expenses incurred for the 12-month contact period are included in the reimbursable expenses portion of the fee estimate.

Attachment: CA#4 Woolpert SD8360 Water Quality Monitoring and MS4 Program (6125 : Woolpert, Inc.SD8360 Water Quality Monitoring and

Earlewood Park Channel Stabilization Project Sampling - Also, this scope includes the continued collection of TSS and *E. coli* samples in Earlewood Park, to meet the conditions of the Corps of Engineer's Nationwide permit and the terms of the 319 Grant. Woolpert will use a City-owned YSI 6920 sonde to monitor for turbidity, specific conductivity, and temperature every 15 minutes.

Task 3- Installation of Two Rain Gauges

With the heightened awareness of flooding issues in and around the City of Columbia and the variability of rainfall, Woolpert recommends performing site selection purchasing equipment, and installing **two (2) additional rain gauges.** The two (2) locations would best be located inside the City's jurisdictional area, but outside of the TMDL monitoring area.

Site locations will be based on ease of access, current and future functionality for the City, and property access. This task does not include property rights agreements or obtaining easements for the City. Woolpert will install additional rain gauges at the City's request. Fees from other tasks may be reallocated to Task 3 if the City decides to install additional rain gauges outside of the two (2) stations planned to be installed in this scope of services.

Task 4 – Data Management/Statistical Analysis

This task includes **monthly evaluation of the continuously collected water quality data** from each of the nine (9) monitoring stations for quality control to identify pollutant concentrations that appear unusual or that fluctuate out of normal ranges. This includes noting any questionable data to be further analyzed or potentially removed from the final dataset based upon field observations during maintenance activities. Sensor drift corrections, equipment inventory, and calibration logs will be documented for each of the nine (9) sondes. Metadata associated with any data corrections will be kept for the timeseries data.

After correcting the continuous dataset based on field observations and maintenance activities, Woolpert will provide the City with descriptive statistics, which will be used in Task 5 below. This task also includes incremental rainfall analysis from the nine (9) city-owned rain gauges to be compared to the NOAA Atlas 14 precipitation return frequencies for significant rain events. This task also includes utilizing current software licenses to automate long-term analyses and assessment of trends. This will enable the City to quickly determine variables that are impacting the receiving waterbody.

In addition to the water quality data, Woolpert will review and correct flow and velocity data from all six (6) monitoring locations with SonTek IQs. The corrected data will be provided to the City in a spreadsheet for Hydrologic and Hydraulic model calibration or validation.

Task 5 – Reporting

After the monthly evaluation of the continuously collected data is conducted, Woolpert will provide the City with **monthly site summaries** for all nine (9) monitoring stations. These summaries will be in a format that will allow the City to post the graphical data and summaries to their website for the public to view. Upon the completion of the data collection process over the 12-month period for all nine (9) monitoring stations, descriptive statistics for the grab sample data and for each continuously measured field parameter will be calculated. The statistical analysis for all parameters and *E. coli* data will be summarized in a supporting narrative, all of which will be included in a Final Report. This task includes detailed seasonal and/or base flow/storm flow analysis among the nine (9) monitoring stations. This task also includes generating a **monitoring summary for the City's annual report** to SCDHEC for compliance with the City's MS4 permit. This summary of the monitoring station data will consist of study area descriptions, methods used, results, and a trend analysis for each of the stations.

Task 6 – Rating Curve Development / Revisions

Stream discharge is a crucial component of the City's loading calculation at each of the water quality stations and is calculated by creating and maintaining a relationship between stream stage and individual point discharge measurements at various stages. Because of the flashiness of the urban streams in Columbia, the boundary conditions continue to change and continued flow measurements are necessary to ensure the accuracy of calculated loading rates. Stream cross sections and flow rates will be collected at the pressure transducer at each monitoring station. At monitoring locations where an acoustic doppler current meter is not present, data collected will be added to the model to refine the rating curve (i.e. stage versus flow rate). Rating curves will be programmed into the data loggers at the monitoring stations and will be used to estimate continuous flow rates. This effort is

Attachment: CA#4 Woolpert SD8360 Water Quality Monitoring and MS4 Program (6125 : Woolpert, Inc.SD8360 Water Quality Monitoring and

important for calculation of pollutant mass loadings and assessing the potential improvement of water quality from various types of best management practices.

It is recommended that up to four (4) measurements be taken at Gills Creek A and Gills Creek C during the contract period. Additional discharge measurements may be needed if channel dimensions were altered drastically by the historic rain event. At Smith Branch B, a maximum of six (6) measurements will be taken to develop a rating curve. This will include up to two (2) low-flow and four (4) high-flow measurements. Smith Branch A will utilize the stage vs discharge relationship already developed by the USGS; who maintains their stream gauge station upstream of the City's Smith Branch A monitoring station. Continued rating curve development will occur at each of the water quality stations in the Kinley Creek watershed with three (3) measurements. Additionally, at each of the stations along Rocky Branch will receive up to two (2) validation measurements. Emphasis will be put on capturing measurements at stages previously not captured.

Station ID	Number of Measurements	Station ID	Number of Measurements	Station ID	Number of Measurements
Gil A	4	Gil B	0	Gil C	4
Kin A	3	Kin B	3	MLK	2
Cookout	2	Roc A	2	Roc B	2
Saluda	1	Smi A	0	Smi B	6

Task 7 MS4 Permit Negotiations

Woolpert anticipates that the second cycle NPDES MS4 permit will not be issued during this 12-month scope of work; therefore, no fee or work scope have been provided. If the City's NPDES Stormwater Permit is issued during this contract period and the City requests Woolpert's services to negotiate a permit, then a portion of the contingency fee can be used to fund this task. If requested, Woolpert will develop a separate scope and fee for this work.

Task 8 Audit Preparation

Woolpert anticipates that SCDHEC will only perform one audit of the City's NPDES MS4 permit every five years and does not anticipate an audit occurring during this contract period; therefore, no fee or scope of work has been provided for this task. If the City's NPDES Stormwater Permit is issued during this contract period and the City requests Woolpert's services to assist in an audit, then a portion of the contingency fee can be used to fund this task. If requested, Woolpert will develop a separate scope and fee for this work.

Task 9 Annual Report Preparation

Part V. Monitoring and Reporting Requirements of the City's MS4 permit requires the City to submit annual reports that provide an update regarding activities the City has performed during the previous year that meet requirements for each component of the permit and that highlight the effectiveness of the SWMP. This task includes up to 146 hours of Woolpert's assistance with compiling the City of Columbia's comprehensive SCDHEC annual report, which will be completed in time for the City to review before the finalized report is delivered to DHEC. Woolpert will update the City's Stormwater Management Plan (SWMP) and recommend areas for improvement.

Woolpert will request specific data from the City in a way that will minimize the time required to complete the report. Woolpert will organize the content and sections of the report to follow their Permit, as well as make sure that the information provided will meet permit requirements. If there is data missing, Woolpert will provide reminders to City staff for completing the sections necessary for permit compliance. Once the appropriate information has been gathered, a draft report will be created and delivered to the City for review. This task includes a two-hour meeting with the City to review the draft report. Woolpert will prepare the final report to deliver to SCDHEC once the report has been signed by the City.

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Task 10 – On-call Services

A general consulting fee has been added to the fee estimate to account for unforeseen situations that may occur that require consultation between City and Woolpert staff. This fee can be used to assist with any stormwater, flooding, or water quality associated task assigned by the City such as BMP manual revisions, industrial compliance training, SWPP updates, plan review, Three Rivers Watershed group assistance and general consulting.

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Position	Rate
Project Director	$201
Project Manager	$177
Senior Professional Engineer	$141
Professional Engineer	$130
Senior Environmental Scientist	$130
Engineer	$120
Junior Professional Engineer	$104
Environmental Scientist	$99
Technician	$84
GIS Analyst	$156
Business Manager	$85
Intern	$60

[1] See Attachment 2 for a cost breakdown for reimbursable expenses. There is no markup on reimbursable expenses.

Attachment: CA#4 Woolpert SD8360 Water Quality Monitoring and MS4 Program (6125 : Woolpert, Inc.SD8360 Water Quality Monitoring and

Approximate Project Schedule[2]

Task Number	Task Description	Approximate Start Date	Approximate End Date
Task 1	Operation and Maintenance	July 2020	July 2021
Task 2	Grab Sampling		
Task 3	Install Rain Gauge Stations		
Task 4	Data Management / Statistical Analysis		
Task 5	Reporting		
Task 6	Discharge Measurements / Programming		
Task 7	MS4 Permit Negotiations	N/A	N/A
Task 8	Audit Preparation	N/A	N/A
Task 9	Annual Report Preparation	July 2020	July 2020, January 2020-July 2021
Task 10	On-Call Services	July 2020	June/July 2021
Task 11	Project Management	June/July 2020	June/July 2021

[2] It is anticipated that this scope of services will require approximately **12 months** from notice to proceed to complete. However, the completion of the scope tasks is highly dependent on the frequency of rainfall events that occur during the project schedule timeframe.
Woolpert staff will make every effort to sample two storm events per season, but this task is contingent upon appropriate rainfall and safe weather conditions. It should also be noted that snow melt and smaller rainfall events will be avoided if possible due to lack of sufficient runoff. Woolpert will also attempt to avoid events that would cause the City to incur overtime billing rates from the laboratory.

Attachment: CA#4 Woolpert SD8360 Water Quality Monitoring and MS4 Program (6125 : Woolpert, Inc.SD8360 Water Quality Monitoring and

Attachment 2 – Reimbursable Expenses

Reimbursable Expenses	Unit Cost	Quantity	Unit	Total
Data Hosting	$30.00	14	Per site per month	$5,040.00
Laboratory Fees for 12 months	$3,556.00	10	Per site	$35,560.00
Clean Water 2020 Sampling - Rogers & Callcott	$475.00	12	Per month	$5,700.00
Laboratory Bacteria Samples - 3RW	$57.00	80	per sample	$4,560.00
Travel Mileage	$0.575	800	miles	$460.00
Woolpert Truck	$70	40	day	$2,800.00
Turbidity Sensor	$1,825	3	each	$5,475.00
DO Membrane	$250	4	each	$1,000.00
pH Sensor	$385	4	each	$1,540.00
Rain Gauge Station	$4,250	2	each	$8,500.00
Shipping of equipment	$20	10	year	$200.00
Misc. Field Equipment	$1,000	1	year	$1,000.00
Laboratory Supplies	$250	1	year	$250.00
Rental Rate for Flow Tracker and S5 ADP	$150	10	day	$1,500.00
Calibration Solutions (Sp Cond., pH, Turbidity) - 12 months	$1,200	1	each	$1,200.00
EXO iSE02 pH Sensor Assembly	$560	3	each	$1,680.00
EXO Wiped Conductivity / Temp Sensor	$1,650	3	each	$4,950.00
EXO Optical DO Sensor	$1,960	3	each	$5,880.00
EXO Turbidity Sensor	$1,800	3	each	$5,400.00
EXO Central Wiper	$1,200	3	each	$3,600.00
EXO Flying Lead Cable - 10 meter	$480	3	each	$1,440.00
YSI EXO-2 Sonde	$6,000	3	each	$18,000.00
			Reimbursable Expense Total Fee:	$115,735

NOTE: Total Costs are round up or down to the nearest dollar.

Attachment: CA#4 Woolpert SD8360 Water Quality Monitoring and MS4 Program (6125 : Woolpert, Inc.SD8360 Water Quality Monitoring and

SUBCONSULTANT BUSINESS INFORMATION – ATTACHMENT B

City of Columbia Water Quality Monitoring and MS4 Program Support (July 2020 – June 2021)

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 the proposed changes.

Business Name/ Address	Contact Name Telephone	WBE/MBE/ DVBE Information	Services/ Materials to be Provided	Cost of Service ($ Value)
Rogers and Callcott Environmental 215 Stoneridge Dr, Columbia, SC 29210	(803)-509-8999	n/a	Sampling and Laboratory Analytical Services	$45,820
YSI Incorporated 1700/1725 Brannum Lane Yellow Springs, Ohio 45387-1107	(937)-767-7241	n/a	Equipment and calibration solution for multi-parameter sondes	$50,165
Campbell Scientific 815 W. 1800 N Logan, Utah 84321	(435)-227-9000	n/a	Vendor	$5,000

TOTAL: $ 100,985

I certify this information is true and correct. _____

Attachment: CA#4 Woolpert SD8360 Water Quality Monitoring and MS4 Program (6125 : Woolpert, Inc.SD8360 Water Quality Monitoring and

We Are Columbia

MEETING DATE: **September 15, 2020**

DEPARTMENT: **Procurement and Contracts**

FROM: ***Sandra Wright, Purchasing Agent***

SUBJECT: **Council is asked to approve Contract Amendment #9 for Project SS7236; Consent Decree Program Management Services for Fiscal Year 2020/2021, as requested by Columbia Water. Award to CDM Smith, Inc. in the amount of $4,500,000.00. This firm is located in Columbia, SC.**

REQUISITION NO.: **R207185**

FUNDING SOURCE & ORIGINAL BUDGET: **Funding Source: Water and Sewer Capital Projects - Capital Project Costs (5529999-SS723621-658650). The original budget amount for this amendment is $4,500,000.00.**

CLEAN WATER 2020?: **Yes**

FOCUS AREAS: **Innovative & High Quality Municipal Services**

PURPOSE:

The initial term of the Agreement was for one (1) year, with an option to extend annually via contract amendment for up to ten (10) years. The option period for this amendment, year nine (9) of the contract, will be from July 1, 2020 - June 30, 2021.

CDM Smith Inc. of Columbia, SC is the Prime Contractor and will provide program management for consent decree compliance and infrastructure improvements services at 75.00% ($3,374,999.00) of the amendment amount.

The following sub-consultants will provide additional services:

DESA, Inc., a Minority Business Enterprise, of Columbia, SC will provide document control support, project support, and public outreach services at 7.32% ($329,303.00) of the amendment amount.

Carper Consulting, a Minority Business Enterprise (W), of Columbia, SC will provide project management and construction inspection services at 3.39% ($152,720.00) of the amendment amount.

Comprehensive Business Consultants, a Minority Business Enterprise, of Columbia, SC

will provide project management and project management support services at 6.37% ($286,514.00) of the amendment amount.

Atlantic South Consulting Services, LLC, a Minority Business Enterprise, of Charleston, SC will provide Computerized Maintenance Management System (CMMS) implementation support and Information Management System (IMS) support services at 0.69% ($31,104.00) of the amendment amount.

ELL Enterprises. LLC, a Minority Business Enterprise (W), of Chapin, SC will provide CMMS implementation maintenance and asset management processes services at 4.25% ($191,360.00) of the amendment amount.

Blue Cypress Consulting, a Minority Business Enterprise (W), of Decatur, GA will provide services to analyze existing data to evolve the inspection/cleaning program to reduce Sanitary Sewer Overflows (SSO) at 0.48% ($21,520.00) of the amendment amount.

The LPA Group (Unit of Michael Baker Corporation) of Columbia, SC, will provide standards development consultant management services at 2.50% ($112,480.00) of the amendment amount.

The above referenced contract amendment (CA) is to compensate CDM Smith, Inc. for program management services for consent decree compliance and infrastructure improvements. The revised contract price including Amendments 1 - 9 is $43,802,300.00.

Original Contract Award	$3,462,300.00
CA#1 (Time Extension to June 30, 2014; Cost Increase)	$4,740,000.00
CA#2 (Time Extension to June 30, 2015; Cost Increase)	$5,400,000.00
CA#3 (Time Extension to June 30, 2016; Cost Increase)	$5,400,000.00
CA#4 (Time Extension to June 30, 2017; Cost Increase)	$5,300,000.00
CA#5 (Time Extension to June 30, 2018; Cost Increase)	$5,300,000.00
CA#6 (Time Extension to June 30, 2019; Cost Increase)	$5,000,000.00
CA#7 (No Cost Time Extension to June 30, 2020)	$00.00
CA#8 (Cost Increase)	$4,700,000.00
Current Contract Total	**$39,302,300.00**
CA #9 (Time Extension to June 30, 2021; Cost Increase)	**$4,500,000.00**
Revised Contract Price	**$43,802,300.00**

ATTACHMENTS:

- CA#9 Consent Decree (PDF)
- AMENDMENT No. 9 - TO AGREEMENT SS 7236 (PDF)

Contract Amendment #9

Consent Decree Program Management Services
SS7236
ENRFQ003-13-14
CDM Smith, Inc.

August 14, 2020

Description of Change: Request change in Agreement for Engineering Services between the City of Columbia (City) and CDM Smith, Inc. (Engineer) dated August 21, 2012 (Agreement) to extend the Agreement to June 30, 2021 and to increase funding for consent decree compliance and infrastructure improvements.

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

Proposed Change and Basis for Payment:

Original Contract Award	$3,462,300.00
Amendment #1 (Time Extension; Cost Increase)	$4,740,000.00
Amendment #2 (Time Extension; Cost Increase)	$5,400,000.00
Amendment #3 (Time Extension; Cost Increase)	$5,400,000.00
Amendment #4 (Time Extension; Cost Increase)	$5,300,000.00
Amendment #5 (Time Extension; Cost Increase)	$5,300,000.00
Amendment #6 (Time Extension; Cost Increase)	$5,000,000.00
Amendment #7 (No Cost Time Extension)	$00.00
Amendment #8 (Cost Increase)	$4,700,000.00
Current Contract Total	**$39,302,300.00**
This Change Amendment #9 (Time Extension; Cost Increase)	**$4,500,000.00**
Revised Contract Price	**$43,802,300.00**

This Change is Acceptable:

Name of Firm
CDM Smith, Inc.

MURRAY L. DODD
Print Name

Murray L. Dodd
Signature

9/01/2020
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
8/26/20

Attachment: CA#9 Consent Decree (6187 : CDM Smith, Inc. SS7236 Consent Decree Program Management Services CA#9 FY 2020-2021)

Contract Amendment #9

SS7236 Consent Decree Program Management Services

CDM Smith, Inc. Approved Rates

Rates

- Officer - $230
- Principal / Associate - $215
- Senior Professional - $190
- Professional IV - $175
- Professional III - $165
- Professional II - $150
- Professional I - $125
- Designer / Junior Professional- $105
- Senior Support Services - $135
- Senior Resident Project Representative - $135
- Resident Project Representative - $95
- GIS Specialist - $100
- Project Administration - $90
- Intern - $50

Attachment: CA#9 Consent Decree (6187 : CDM Smith, Inc. SS7236 Consent Decree Program Management Services CA#9 FY 2020-2021)

SUBCONSULTANT FIRM INFORMATION RECORDS – Exhibit A

City of Columbia CIP # SS723621 – Year 9 (Amendment No.9)

Consent Decree Compliance and Infrastructure Improvements Program – Program Management

The Engineer shall list all firms, including minority and female owned firms, providing sub consulting services under this Agreement. The list shall be submitted in the format provided below. Any proposed changes must be submitted in writing to the City, including the reason(s) for the proposed changes, prior to initiation of any action by the Engineer. Any invoices submitted for payment under this Agreement must include the dollar amount to be paid to each firm listed below for the invoice period.

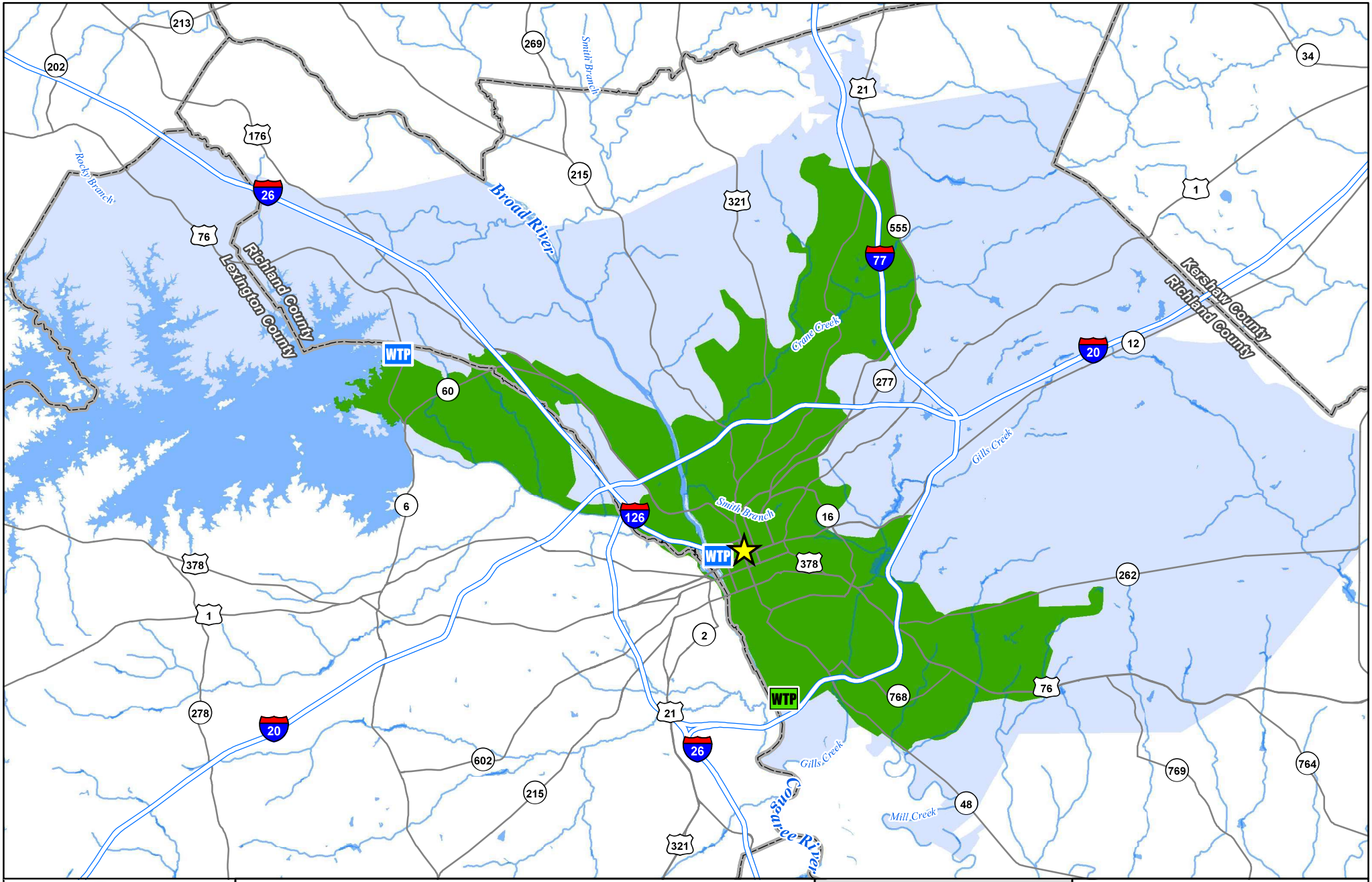
Firm Name and Address	Contact Name and Telephone Number	Group (MBE, FBE SBE, Non M/F/SBE)	Services to be Provided	Dollar Value of Services
Civil Engineering Consulting Services, Inc. **V013460** 2000 Park Street, Suite 201 Columbia, SC 29201	Theresa Hodge, P.E. (803) 779-0311 (ext 224)	FBE (Protégé Participant)	Project Management, Construction Inspection	$0.00*
DESA Inc. **V000544** 400 Percival Road Columbia, SC 29206	Diane Sumpter (803) 743-1124	MBE, FBE, SBE (Protégé Participant)	Document Controls Support, Project Support, Public Outreach	$329,303*
Carper Consulting **V015981** 1201 Main St, Suite 1845 Columbia, SC 29201	Lauren Carper, P.E. 843-566-23117	FBE (Protégé Participant)	Project Management, Construction Inspection	$152,720*
Comprehensive Business Consultants **V013545** 1728 Main Street Columbia, SC 29201	Gloria Cyprian-Tanner (803) 733-1607	MBE, FBE, SBE (Protégé Participant)	Project Management, Project Management Support	$286,514*
Atlantic South Consulting Services, LLC **V013940** 3030 Ashley Town Center Dr. Suite 101-A Charleston, SC 29414	Adrian Williams (843) 266-3998	MBE (Protégé Participant)	CMMS Implementation Support, IMS Support	$31,104*
ELL Enterprises **V016041** 607 Village Market Drive Chapin, SC 29036	Elisa Limbaugh (803) 622-8117	FBE	CMMS Implementation, Maintenance and asset management processes	$191,360*

Attachment: CA#9 Consent Decree (6187 : CDM Smith, Inc. SS7236 Consent Decree Program Management Services CA#9 FY 2020-2021)

Bross Group, LLC **V016051** 200 Union Blvd, Suite 200 Lakewood, CO 80228	Steve Connor (303) 945-2700	FBE	SharePoint/Document Controls Support	$0.00*
Blue Cypress Consulting **V016433** 315 W. Ponce de Leon Ave Suite 905 Decatur, GA 30030	Caroline Evens (404) 322-5100	WBE	Analyze existing data to evolve the inspection/cleaning program to reduce SSO	$21,520
F & ME Consultants 3112 Devine Street Columbia, SC 29250	Shawn Epps (803) 254-4540	Non M/F/SBE	Geotechnical Investigations, Construction Phase Material Testing, Construction Inspection	$0.00*
The LPA Group, (Unit of Michael Baker Corporation) **V014158** 700 Huger Street Columbia, SC 29021	Mike Leath (803) 254-2211	Non M/F/SBE	Standards Development Consultant Management	$112,480*
PAN Inc. 1607 Augusta Road West Columbia, SC 29169	David Link (803) 708-4721	Non M/F/SBE	Real Estate and Easement Acquisition	$0*

* The needs for the Program Management Scope of Services will vary significantly over the duration of the contract (up to 10 years), and during the course of any specific year based on the City's actual needs and support requests. It is not possible to accurately predict the specific needs of the City and therefore the effort required from each subconsultant. We have included our anticipated amounts that are projections, but the final amounts will likely change from the projected. This form will be submitted with each invoice detailing the amount paid to each sub consultant, as well as update any other subconsultants that may be added to the Program Management team in future years.

Attachment: CA#9 Consent Decree (6187 : CDM Smith, Inc. SS7236 Consent Decree Program Management Services CA#9 FY 2020-2021)



Clean Water 2020
Columbia's Clear Vision For Clean Water

CITY of COLUMBIA, S.C.
RESTITIA VIRTUTUM REGINA

City Hall

Wastewater Treatment Plant

Water Treatment

Wastewater Basin Boundary

Water District Boundary

N

1 inch = 4 miles

SS7236-21
Clean Water 2020
Program Management

Packet Pg. 681

22.a

Attachment: CA#9 Consent Decree (6187 : CDM Smith, Inc. SS7236 Consent Decree Program Management Services CA#9 FY 2020-2021)

Attachment: AMENDMENT No. 9 - TO AGREEMENT SS 7236 (6187 : CDM Smith, Inc. SS7236 Consent Decree Program Management Services

SS 723621 – CONSENT DECREE PROGRAM MANAGEMENT SERVICES FY 20-21

AMENDMENT No. 9 - TO AGREEMENT SS 7236

BETWEEN OWNER AND ENGINEER

This Amendment No. 9 to the Agreement between CDM Smith Inc. (CDM Smith) ("ENGINEER") and City of Columbia, South Carolina ("OWNER") dated August 21st, 2012, ("the Agreement") is made as of the date last written below.

WHEREAS, ENGINEER and OWNER entered into the Agreement for the Consent Decree Compliance Program and Infrastructure Improvements Program (Program Management Services), and

WHEREAS, the parties desire to amend the Agreement so as to amend the scope of work, time periods of performance and payment, and payment for services rendered by ENGINEER; and

WHEREAS, the Agreement provides that any amendments shall be valid only when expressed in writing and signed by parties.

NOW THERFORE, in consideration of the mutual understandings and agreements contained herein, the parties agree to amend the Agreement as follows:

1. The Basic Services of ENGINEER as described in the Agreement are amended and supplemented as follows:

   The Scope of Services agreed to in Year 1 of the contract, and as amended in Years 2 through 8, will be authorized and extended for Year 9 of the contract extension.

2. The time periods for the performance of ENGINEER's services as set forth in the Agreement are amended and supplemented as follows:

   This Amendment No. 9 for Year 9 services are intended to fund efforts from July 1, 2020 to June 30, 2021. However, in the event funding is sufficient to extend beyond this period, the Term of the Agreement shall be extended up to December 31, 2021.

3. The payment for services rendered by ENGINEER shall be as set forth below:

   The total compensation for Year 9 services shall not exceed Four Million, Five Hundred Thousand and No/100 Dollars ($4,500,000) (non-inclusive of previous fees) without written authorization.
   ENGINEER will submit monthly invoices for services rendered in accordance with original Contract for the work performed under this Amendment No.9 for Year 9 services based on the billing rates listed below and the terms contained in the original contract authorization.

   - Rates
     - Officer - $230
     - Principal / Associate - $215
     - Senior Professional - $190
     - Professional IV - $175
     - Professional III - $165
     - Professional II - $150
     - Professional I - $125
     - Designer / Junior Professional- $105
     - Senior Support Services - $135
     - Senior Resident Project Representative - $135
     - Resident Project Representative - $95

- GIS Specialist - $100
- Project Administration - $90
- Intern - $50

4. Except as herein modified, all terms and conditions of the Agreement shall remain in force and effect.

- A Subconsultant Information Form for Year 9 is attached as Exhibit A to this amendment.

Attachment: AMENDMENT No. 9 - TO AGREEMENT SS 7236 (6187 : CDM Smith, Inc. SS7236 Consent Decree Program Management Services

We Are Columbia

MEETING DATE:	**September 15, 2020**
DEPARTMENT:	**Procurement and Contracts**
FROM:	***Sandra Wright, Purchasing Agent***
SUBJECT:	**Council is asked to approve multiple Citywide Contract Renewals and Funding Requests for Fiscal Year 2020/2021, as requested by various City Departments. Award to the following vendors in the total amount of $7,230,336.04.**
REQUISITION NO.:	**R206405, R205702, R206285, R206297, R206278, R206330, R198987, R198066, R198066, R199509, R206788, R207020, R207020, R199710, R206978, R205592, R207202, R206372, R205595, R207026, R205498, R206851, R206788**
FUNDING SOURCE & ORIGINAL BUDGET:	**Funding Source: Solid Waste Compost - Special Projects (1014406-638500); Utilities Metro Wastewater Plant - Special Contracts (5516208-638300); Utilities Metro Wastewater Plant - Maintenance & Service Contracts (5516208-638200); Police Administrative Services - Professional Services (1012402-638200); Customer Service - Special Contracts (5511407-638300); Customer Service- Postage and Delivery (5511407-631100); Utilities Wastewater Maintenance - Special Contract - Water & Sewer (5516205-638305); Utilities Metro Wastewater Plant - Special Contracts (5516208-638300); Telecomm Central Stores -Wiring Charges (6208962-632120); Accounting- Audit Costs (1011401-635600). The original budget amount is $7,230,336.04.**
CLEAN WATER 2020?:	**No**
FOCUS AREAS:	**Innovative & High Quality Municipal Services**

PURPOSE:

Contractor/Vendor	Project Description	Contract Year	Amount	Location
Solid Waste				
Martin Edwards and Associates	Composting & Grinding	Year 3 of a 3 year contract	$103,181.40	Erwin, NC
Waste Management	Screenings, Grit & Sludge Landfill Disposal Services	6th year of a 7 year contract	$764,000.00	Elgin, SC
Columbia Police Department				
Wright Johnston	Police Uniforms	3rd year of a 5 year contract	$225,000.00	Columbia, SC
Columbia Fire Department				
Wright Johnston	Class A/B Fire Uniforms	4th year of a 5 year contract	$32,400.00	Columbia, SC
Citywide				
Tyler Brothers	Safety Shoes	Contract Extension to June 30, 2021	$143,200.00	Wagener, SC
Unifirst	Uniform Rental	Year 5 of a 5 year contract	$480,000.00	Lexington, SC
Goodwill Industries	Professional Janitorial Services	Contract Extension to February 28, 2021	$95,865.90	Greenville, SC
American Facility Services	Professional Janitorial Services	Contract Extension to February 28, 2021	$161,652.00	Alpharetta, GA
Maid Over	Professional Janitorial Services	Contract Extension to February 28, 2021	$11,970.00	Greenwood, SC
Zap Pro Cleaning Services, LLC	Professional Janitorial Services	Contract Extension to February 28, 2021	$11,341.32	Winnsboro, SC
Finance				
*Scott and Company, LLC	Auditing Services	2nd year of 2 year initial award	$134,700.00	Columbia, SC
Parking & Solid Waste				
Laser Print Plus	Utility & Parking Bills Printing, Postage and Archiving Services	Year 5 of a 5 year contract	$ 861,000.00	Columbia, SC
Waste Water Maintenance				
Duke's Root Control	Sanitary Sewer Root Control	4th year of a 5 year contract	$ 500,000.00	Syracuse, NY
DS Utilities	Sanitary Sewer Easement	Year 3 of a 4 year contract	$1,903,100.00	Little Mountain, SC

Waste Water Treatment Plant				
*CITI	Instrumentation & SCADA System Maintenance	4th year of a 5 year contract	$312,725.00	Charlotte, NC
*Superior Lawn & Maintenance	Grounds Maintenance for Metro WWTP and Lift Station	2nd year of 2 year initial award	$90,900.00	Prosperity, SC
Waste Management	Screenings, Grit and Sludge Hauling and Container Rental Services	6th year of a 7 year contract	$636,000.00	Elgin, SC
P&S Construction	Wet Well Cleaning	Year 5 of a 5 year contract	$427,095.00	Lexington, SC
Rogers & Callcott	Environmental Testing NPDES Aqueous Sample Matrix (Lab)	Year 5 of a 5 year contract	$50,565.31	Greenville, SC
Rogers & Callcott	Environmental Testing	Year 5 of a 5 year contract	$112,165.11	Greenville, SC
Information Technology				
MD Technologies, LLC	Voice & Cabling Service	Year 5 of a 5 year contract	$75,000.00	Columbia, SC
Economic Development				
Camoin 310	Lead Generation Consulting Services	3rd Year of a 5 year contract	$ 55,000.00	Saratoga, NY

**Requests are for FY 20/21 funding only. Contracts in initial award period.*

ATTACHMENTS:

- Legal Approved Renewal Letters (PDF)

August 4, 2020

Mr. Harold Angel
American Facility Services
1325 Union Hill Industrial Ct.
Alpharetta, GA 30004

RE: Contract Extension for Professional Janitorial Services referencing BID053-14-15.

Dear Mr. Angel,

The current extended period on the above referenced contract expires on August 31, 2020. Due to the COVID-19 pandemic we have not had the opportunity to resolicit for these services. At this time, the City would like to extend services through February 28, 2021 or until a new contract has been awarded.

Any contract entered into by the City resulting from this renewal request shall be subject to cancellation without damages or further obligation when funds are not appropriated or otherwise made available to support the continuation of performance in any fiscal period.

This extension is subject to the approval by the City Manager, City Council for the City of Columbia and/or their authorized designee. If awarded, the maximum amount allowed for the extension period shall not exceed the total amount approved and listed on the subsequent Purchase Order without prior approval from the City's Department of Procurement & Contracts.

Please annotate on the bottom of this letter, with your signature and date, as to whether you are interested or not in extending the contract for an additional six (6) months, ending February 28, 2021, at the current rate of $161,652.00 for 6 months (tax included). Further, the City of Columbia retains the right to increase or decrease quantities as needed.

Also, please sign in blue ink, scan and email a copy of this signed letter back to our office no later than 5:00 PM on Friday, August 7, 2020. In addition, please mail the original signed version of this letter back to me while retaining a copy for your files.

I look forward to hearing your response.

Anita Higgins

Anita Higgins, Buyer

Department of Procurement and Contracts
1800 Main Street, 2nd Floor
Columbia, SC 29201
Phone: 803-545-3470 Fax: 803-758-1013

I agree to extend services for BID053-14-15 for an additional six (6) months from September 1, 2020 to February 28, 2021 or until a new contract has been awarded. All terms and conditions as outlined in BID053-14-15 are applicable, fully enforceable and will remain unchanged.

__X_____ Yes _____ No

_____ Harold Angel, Vice President

Signature/ Date Printed Name of Signer/ Title

Comments: _____

_____

_____

_____/ 08/04/2020

Sandra A. Wright Date

Purchasing Agent Signature

_____/_____

Teresa B. Wilson Date

City Manager Signature

APPROVED AS TO FORM

Legal Department City of Columbia, SC

8/31/20

Department of Procurement and Contracts
1800 Main Street, 2nd Floor
Columbia, SC 29201
Phone: 803-545-3470 Fax: 803-758-1013

July 28, 2020

We Are Columbia

Mr. Bob McClam
DS Utilities
1644 Holy Trinity Church Rd.
Little Mountain, SC 29075

RE: Contract Renewal referencing BID020-18-19-BF Sanitary Sewer Easement

To Mr. Bob McClam,

The current extending period on the above referenced bid expires on August 31, 2020. Due to the COVID-19 pandemic we have not had the opportunity to resolicit for these goods. At this time, the City would like to renew services through June 30, 2021.

Any contract entered into by the City resulting from this renewal request shall be subject to cancellation without damages or further obligation when funds are not appropriated or otherwise made available to support the continuation of performance in any fiscal period.

This renewal is subject to the approval by the City Manager, City Council for the City of Columbia and/or their authorized designee. If awarded, the maximum amount allowed for the renewal period shall not the total amount approved and listed on the subsequent Purchase Order without the approval from the City's Department of Procurement & Contracts.

Please annotate on the bottom of this letter, with your signature and date, as to whether you are interested or not in renewing the contract for an additional ten (10) months, ending June 30, 2021, at the current rate of $1,903,100.00 per year (tax included) at the same terms and conditions. Further, the City of Columbia retains the right to increase or decrease quantities as needed.

Also, please sign in blue ink, scan and email a copy of this signed letter back to our office no later than 5:00 PM on Friday, August 7, 2020. In addition, please mail the original signed version of this letter back to me while retaining a copy for your files.

I look forward to hearing your response.

Anita Higgins

Anita Higgins, Buyer

Department of Procurement and Contracts
1800 Main Street, 2nd Floor
Columbia, SC 29201
Phone: 803-545-3470 Fax: 803-758-1013

I agree to renew services for ten (10) additional months from September 1, 2020 to June 30, 2021. All terms and conditions as outlined in BID020-18-19-BF are applicable, fully enforceable and will remain unchanged.

✓ Yes _____ No

Robert C. McClam 8-6-20 / Robert C. McClam V. Pres.

Signature/ Date / Printed Name of Signer/ Title

Comments: _____

_____

_____

Sandra A. Wright / 08/04/2020

Sandra A. Wright
Purchasing Agent Signature / Date

_____ / _____

Teresa B. Wilson
City Manager Signature / Date

APPROVED AS TO FORM

Legal Department City of Columbia, SC

8/31/20

Department of Procurement and Contracts
1800 Main Street, 2nd Floor
Columbia, SC 29201
Phone: 803-545-3470 Fax: 803-758-1013

Attachment: Legal Approved Renewal Letters (6119 : Citywide Contract Renewals and Funding Requests

July 28, 2020

Mr. Braden Boyko
Duke's Root Control
1020 Hiwatha Blvd. West
Syracyse, N.Y. 13204

RE: Contract Renewal referencing BID050-17-18-DS Sanitary Sewer Root Control

To Mr. Braden Boyko,

The current extending period on the above referenced bid expires on August 31, 2020. Due to the COVID-19 pandemic we have not had the opportunity to resolicit for these goods. At this time, the City would like to renew services through June 30, 2021.

Any contract entered into by the City resulting from this renewal request shall be subject to cancellation without damages or further obligation when funds are not appropriated or otherwise made available to support the continuation of performance in any fiscal period.

This renewal is subject to the approval by the City Manager, City Council for the City of Columbia and/or their authorized designee. If awarded, the maximum amount allowed for the renewal period shall not the total amount approved and listed on the subsequent Purchase Order without the approval from the City's Department of Procurement & Contracts.

Please annotate on the bottom of this letter, with your signature and date, as to whether you are interested or not in renewing the contract for an additional ten (10) months, ending June 30, 2021, at the current rate of $500,000.00 per year (tax included) at the same terms and conditions. Further, the City of Columbia retains the right to increase or decrease quantities as needed.

Also, please sign in blue ink, scan and email a copy of this signed letter back to our office no later than 5:00 PM on Friday, August 7, 2020. In addition, please mail the original signed version of this letter back to me while retaining a copy for your files.

I look forward to hearing your response.

Anita Higgins
Anita Higgins, Buyer

Department of Procurement and Contracts
1800 Main Street, 2nd Floor
Columbia, SC 29201
Phone: 803-545-3470 Fax: 803-758-1013

I agree to renew services for ten (10) additional months from September 1, 2020 to June 30, 2021. All terms and conditions as outlined in BID050-17-18-DS are applicable, fully enforceable and will remain unchanged.

X
_____ Yes _____ No

_____ Braden L. Boyko, Vice President

Signature/ Date — Printed Name of Signer/ Title

Comments: _____

_____

_____

_____/ 08/04/2020

Sandra A. Wright — Date
Purchasing Agent Signature

_____/_____

Teresa B. Wilson — Date
City Manager Signature

APPROVED AS TO FORM

Legal Department City of Columbia, SC

8/31/20

Department of Procurement and Contracts
1800 Main Street, 2nd Floor
Columbia, SC 29201
Phone: 803-545-3470 Fax: 803-758-1013

We Are Columbia

August 4, 2020

Ms. Melanie Gearhart
Goodwill Industries
115 Haywood Road
Greenville, SC 29607

RE: Contract Extension for Professional Janitorial Services referencing BID053-14-15.

Dear Ms. Gearhart,

The current extended period on the above referenced contract expires on August 31, 2020. Due to the COVID-19 pandemic we have not had the opportunity to resolicit for these services. At this time, the City would like to extend services through February 28, 2021 or until a new contract has been awarded.

Any contract entered into by the City resulting from this renewal request shall be subject to cancellation without damages or further obligation when funds are not appropriated or otherwise made available to support the continuation of performance in any fiscal period.

This extension is subject to the approval by the City Manager, City Council for the City of Columbia and/or their authorized designee. If awarded, the maximum amount allowed for the extension period shall not exceed the total amount approved and listed on the subsequent Purchase Order without prior approval from the City's Department of Procurement & Contracts.

Please annotate on the bottom of this letter, with your signature and date, as to whether you are interested or not in extending the contract for an additional six (6) months, ending February 28, 2021, at the current rate of $95,865.90 for 6 months (tax included). Further, the City of Columbia retains the right to increase or decrease quantities as needed.

Also, please sign in blue ink, scan and email a copy of this signed letter back to our office no later than 5:00 PM on Friday, August 7, 2020. In addition, please mail the original signed version of this letter back to me while retaining a copy for your files.

I look forward to hearing your response.

Anita Higgins

Anita Higgins, Buyer

Department of Procurement and
Contracts
1800 Main Street, 2nd Floor
Columbia, SC 29201

I agree to extend services for BID053-14-15 for an additional six (6) months from September 1, 2020 to February 28, 2021 or until a new contact has been awarded. All terms and conditions as outlined in BID053-14-15 are applicable, fully enforceable and will remain unchanged.

_____ Yes _____ No

8/13/20

Signature/ Date

Michael Adams / Vice President, Business Services

Printed Name of Signer/ Title

Comments:

We are happy to consider renewing this contract for the period of Sept 1, 2020 – Feb 28,2021. We are requesting a price increase to reflect a 3% cost-of-living increase, a $100 monthly reimbursement for additional PPE, ~~and 3% service charge for payment via credit card~~. This would bring the new monthly cost to **$17,052**. Please let us know if this is an agreeable amount. If approved, please amend this notification or provide a modification to reflect the new monthly rate and we will accept. Please advise.

OK 8/28/2020

We are appreciative of the opportunity to continue to service the City of Columbia, which is enabling us to support our mission of putting people with barriers back to work!

Sandra A. Wright

Sandra A. Wright
Purchasing Agent Signature

08/04/2020

Date

Teresa B. Wilson
City Manager Signature

Date

APPROVED AS TO FORM

Legal Department City of Columbia, SC

8/31/20

Department of Procurement and Contracts
1800 Main Street, 2nd Floor
Columbia, SC 29201

July 28, 2020

We Are Columbia

Mr. Tim Delaney
Laser Print Plus
1261 1st Street South Extenstion
Columbia SC 29209

RE: Contract Renewal referencing BID015-15-16 Utility & Parking Bills Printing, Postage and Archiving Services

To Mr. Tim Delaney,

The current extending period on the above referenced bid expires on August 31, 2020. Due to the COVID-19 pandemic we have not had the opportunity to resolicit for these goods. At this time, the City would like to renew services through June 30, 2021.

Any contract entered into by the City resulting from this renewal request shall be subject to cancellation without damages or further obligation when funds are not appropriated or otherwise made available to support the continuation of performance in any fiscal period.

This renewal is subject to the approval by the City Manager, City Council for the City of Columbia and/or their authorized designee. If awarded, the maximum amount allowed for the renewal period shall not the total amount approved and listed on the subsequent Purchase Order without the approval from the City's Department of Procurement & Contracts.

Please annotate on the bottom of this letter, with your signature and date, as to whether you are interested or not in renewing the contract for an additional ten (10) months, ending June 30, 2021, at the current rate of $861,100.00 per year (tax included) at the same terms and conditions. Further, the City of Columbia retains the right to increase or decrease quantities as needed.

Also, please sign in blue ink, scan and email a copy of this signed letter back to our office no later than 5:00 PM on Friday, August 7, 2020. In addition, please mail the original signed version of this letter back to me while retaining a copy for your files.

I look forward to hearing your response.

Anita Higgins

Anita Higgins, Buyer

Department of Procurement and Contracts
1800 Main Street, 2nd Floor
Columbia, SC 29201
Phone: 803-545-3470 Fax: 803-758-1013

I agree to renew services for ten (10) additional months from September 1, 2020 to June 30, 2021. All terms and conditions as outlined in BID015-15-16 are applicable, fully enforceable and will remain unchanged.

X Yes _____ No

Tim Delaney 8-5-20 / TIM DELANEY / PRESIDENT

Signature/ Date / Printed Name of Signer/ Title

Comments: _____

_____

_____

Sandra A. Wright / 08/04/2020

Sandra A. Wright
Purchasing Agent Signature / Date

_____ / _____

Teresa B. Wilson
City Manager Signature / Date

APPROVED AS TO FORM

Legal Department City of Columbia, SC

8/31/20

Department of Procurement and Contracts
1800 Main Street, 2nd Floor
Columbia, SC 29201
Phone: 803-545-3470 Fax: 803-758-1013

We Are Columbia

August 4, 2020

Ms. Georgina Wilbanks
Duraclean by Maid Over
553 Beaudrot Road
Greenwood, SC 29649

RE: Contract Extension for Professional Janitorial Services referencing BID053-14-15.

Dear Ms. Wilbanks,

The current extended period on the above referenced contract expires on August 31, 2020. Due to the COVID-19 pandemic we have not had the opportunity to resolicit for these services. At this time, the City would like to extend services through February 28, 2021 or until a new contract has been awarded.

Any contract entered into by the City resulting from this renewal request shall be subject to cancellation without damages or further obligation when funds are not appropriated or otherwise made available to support the continuation of performance in any fiscal period.

This extension is subject to the approval by the City Manager, City Council for the City of Columbia and/or their authorized designee. If awarded, the maximum amount allowed for the extension period shall not exceed the total amount approved and listed on the subsequent Purchase Order without prior approval from the City's Department of Procurement & Contracts.

Please annotate on the bottom of this letter, with your signature and date, as to whether you are interested or not in extending the contract for an additional six (6) months, ending February 28, 2021, at the current rate of $11,970.00 for 6 months (tax included). Further, the City of Columbia retains the right to increase or decrease quantities as needed.

Also, please sign in blue ink, scan and email a copy of this signed letter back to our office no later than 5:00 PM on Friday, August 7, 2020. In addition, please mail the original signed version of this letter back to me while retaining a copy for your files.

I look forward to hearing your response.

Anita Higgins

Anita Higgins, Buyer

Department of Procurement and Contracts
1800 Main Street, 2nd Floor
Columbia, SC 29201
Phone: 803-545-3470 Fax: 803-758-1013

I agree to extend services for BID053-14-15 for an additional six (6) months from September 1, 2020 to February 28, 2021 or until a new contract has been awarded. All terms and conditions as outlined in BID053-14-15 are applicable, fully enforceable and will remain unchanged.

✓ Yes _____ No

Georgina Wilbanks 08/06/2020 — Georgina Wilbanks/Owner

Signature/ Date — Printed Name of Signer/ Title

Comments: _____

_____

_____

Sandra A. Wright — 08/04/2020

Sandra A. Wright
Purchasing Agent Signature — Date

_____ / _____

Teresa B. Wilson
City Manager Signature — Date

APPROVED AS TO FORM

Legal Department City of Columbia, SC

8/31/20

Department of Procurement and Contracts
1800 Main Street, 2nd Floor
Columbia, SC 29201
Phone: 803-545-3470 Fax: 803-758-1013

July 28, 2020

We Are Columbia

Ms. Beverly Gurkin
Martin Edwards and Associates
P.O. Box 35
Erwin, NC 28339

RE: Contract Renewal referencing BID034-18-19-ASH Composting & Grinding

To Ms. Beverly Gurkin,

The current extended period on the above referenced bid expires on August 31, 2020. Due to the COVID-19 pandemic we have not had the opportunity to resolicit for these goods. At this time, the City would like to renew services through June 30, 2021.

Any contract entered into by the City resulting from this renewal request shall be subject to cancellation without damages or further obligation when funds are not appropriated or otherwise made available to support the continuation of performance in any fiscal period.

This renewal is subject to the approval by the City Manager, City Council for the City of Columbia and/or their authorized designee. If awarded, the maximum amount allowed for the renewal period shall not the total amount approved and listed on the subsequent Purchase Order without the approval from the City's Department of Procurement & Contracts.

Please annotate on the bottom of this letter, with your signature and date, as to whether you are interested or not in renewing the contract for an additional ten (10) months, ending June 30, 2021, at the current rate of $103,181.40 per year (tax included) at the same terms and conditions. Further, the City of Columbia retains the right to increase or decrease quantities as needed.

Also, please sign in blue ink, scan and email a copy of this signed letter back to our office no later than 5:00 PM on Friday, August 7, 2020. In addition, please mail the original signed version of this letter back to me while retaining a copy for your files.

I look forward to hearing your response.

Anita Higgins

Anita Higgins, Buyer

Department of Procurement and Contracts
1800 Main Street, 2nd Floor
Columbia, SC 29201
Phone: 803-545-3470 Fax: 803-758-1013

Attachment: Legal Approved Renewal Letters (6119 : Citywide Contract Renewals and Funding Requests

I agree to renew services for ten (10) additional months from September 1, 2020 to June 30, 2021. All terms and conditions as outlined in BID034-18-19-ASH are applicable, fully enforceable and will remain unchanged.

✓ Yes _____ No

Beverly A. Gurkin 8/7/2020 — Signature/ Date

Beverly A. Gurkin President — Printed Name of Signer/ Title

Comments: We are more than happy to extend.

Sandra A. Wright / 08/04/2020

Sandra A. Wright
Purchasing Agent Signature

Date

_____ / _____

Teresa B. Wilson
City Manager Signature

Date

APPROVED AS TO FORM

Legal Department City of Columbia, SC

9/2/20

Department of Procurement and Contracts
1800 Main Street, 2nd Floor
Columbia, SC 29201
Phone: 803-545-3470 Fax: 803-758-1013

July 28, 2020

Mr Rodgers J. McFadden
MD Technologies, LLC
3400 Forest Dr #2040
Columbia SC 29204

RE: Contract Renewal referencing RFP003-16-17 Voice & Cabling Service

To Mr Rodgers J. McFadden,

The current extending period on the above referenced bid expires on August 31, 2020. Due to the COVID-19 pandemic we have not had the opportunity to resolicit for these goods. At this time, the City would like to renew services through June 30, 2021.

Any contract entered into by the City resulting from this renewal request shall be subject to cancellation without damages or further obligation when funds are not appropriated or otherwise made available to support the continuation of performance in any fiscal period.

This renewal is subject to the approval by the City Manager, City Council for the City of Columbia and/or their authorized designee. If awarded, the maximum amount allowed for the renewal period shall not the total amount approved and listed on the subsequent Purchase Order without the approval from the City's Department of Procurement & Contracts.

Please annotate on the bottom of this letter, with your signature and date, as to whether you are interested or not in renewing the contract for an additional ten (10) months, ending June 30, 2021, at the current rate of $75,000.00 per year (tax included) at the same terms and conditions. Further, the City of Columbia retains the right to increase or decrease quantities as needed.

Also, please sign in blue ink, scan and email a copy of this signed letter back to our office no later than 5:00 PM on Friday, August 7, 2020. In addition, please mail the original signed version of this letter back to me while retaining a copy for your files.

I look forward to hearing your response.

Anita Higgins
Anita Higgins, Buyer

Department of Procurement and Contracts
1800 Main Street, 2nd Floor
Columbia, SC 29201
Phone: 803-545-3470 Fax: 803-758-1013

I agree to renew services for ten (10) additional months from September 1, 2020 to June 30, 2021. All terms and conditions as outlined in RFP003-16-17 are applicable, fully enforceable and will remain unchanged.

X Yes _____ No

8/7/2020 Rogers McFadden, Owner

Signature/ Date Printed Name of Signer/ Title

Comments: _____

_____

_____

_____/08/04/2020

Sandra A. Wright Date

Purchasing Agent Signature

_____/_____

Teresa B. Wilson Date

City Manager Signature

APPROVED AS TO FORM

Legal Department City of Columbia, SC

9/2/20

Department of Procurement and Contracts
1800 Main Street, 2nd Floor
Columbia, SC 29201
Phone: 803-545-3470 Fax: 803-758-1013

July 28, 2020

We Are Columbia

Mr. James Thomas
RE and BE Services LLC
22 N. Tombee Lane
Columbia, SC 29209

RE: Contract Renewal referencing BID025-18-19-ASH Grounds Maintenance for Water Tanks, Pump Stations & Pressure Reducing Valves at Columbia Canal and Lake Murray Water Treatment Plants

To Mr. James Thomas,

The current extended period on the above referenced bid expires on August 31, 2020. Due to the COVID-19 pandemic we have not had the opportunity to resolicit for these goods. At this time, the City would like to renew services through June 30, 2021.

Any contract entered into by the City resulting from this renewal request shall be subject to cancellation without damages or further obligation when funds are not appropriated or otherwise made available to support the continuation of performance in any fiscal period.

This renewal is subject to the approval by the City Manager, City Council for the City of Columbia and/or their authorized designee. If awarded, the maximum amount allowed for the renewal period shall not the total amount approved and listed on the subsequent Purchase Order without the approval from the City's Department of Procurement & Contracts.

Please annotate on the bottom of this letter, with your signature and date, as to whether you are interested or not in renewing the contract for an additional ten (10) months, ending June 30, 2021, at the current rate of $23,870.00 per year (tax included) at the same terms and conditions. Further, the City of Columbia retains the right to increase or decrease quantities as needed.

Also, please sign in blue ink, scan and email a copy of this signed letter back to our office no later than 5:00 PM on Friday, August 7, 2020. In addition, please mail the original signed version of this letter back to me while retaining a copy for your files.

I look forward to hearing your response.

Anita Higgins

Anita Higgins, Buyer

Department of Procurement and Contracts
1800 Main Street, 2nd Floor
Columbia, SC 29201
Phone: 803-545-3470 Fax: 803-758-1013

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23.a

Legal Approved Renewal Letters (6119 : Citywide Contract Renewals and Funding Requests

I agree to renew services for ten (10) additional months from September 1, 2020 to June 30, 2021. All terms and conditions as outlined in BID025-18-19-ASH are applicable, fully enforceable and will remain unchanged.

✓ Yes _____ No

James Thomas 8-11-20
Signature/ Date

JAMES THOMAS - OWNER
Printed Name of Signer/ Title

Comments: _____

Sandra A. Wright
Sandra A. Wright
Purchasing Agent Signature

08/04/2020
Date

Teresa B. Wilson
City Manager Signature

Date

APPROVED AS TO FORM

Legal Department City of Columbia, SC

9/2/20

Department of Procurement and Contracts
1800 Main Street, 2nd Floor
Columbia, SC 29201
Phone: 803-545-3470 Fax: 803-758-1013

Scanned with CamScanner

July 28, 2020

We Are Columbia

Ms. Anne Norris
Rogers & Callcott
PO Box 5655
Greenville, SC 29606

RE: Contract Renewal referencing RFP0013-17-18-MRM Environmental Testing NPDES Aqueous Sample Matrix (Lab)

To Ms. Anne Norris,

The current extending period on the above referenced bid expires on August 31, 2020. Due to the COVID-19 pandemic we have not had the opportunity to resolicit for these goods. At this time, the City would like to renew services through June 30, 2021.

Any contract entered into by the City resulting from this renewal request shall be subject to cancellation without damages or further obligation when funds are not appropriated or otherwise made available to support the continuation of performance in any fiscal period.

This renewal is subject to the approval by the City Manager, City Council for the City of Columbia and/or their authorized designee. If awarded, the maximum amount allowed for the renewal period shall not the total amount approved and listed on the subsequent Purchase Order without the approval from the City's Department of Procurement & Contracts.

Please annotate on the bottom of this letter, with your signature and date, as to whether you are interested or not in renewing the contract for an additional ten (10) months, ending June 30, 2021, at the current rate of $50,565.31 per year (tax included) at the same terms and conditions. Further, the City of Columbia retains the right to increase or decrease quantities as needed.

Also, please sign in blue ink, scan and email a copy of this signed letter back to our office no later than 5:00 PM on Friday, August 7, 2020. In addition, please mail the original signed version of this letter back to me while retaining a copy for your files.

I look forward to hearing your response.

Anita Higgins

Anita Higgins, Buyer

Department of Procurement and Contracts
1800 Main Street, 2nd Floor
Columbia, SC 29201
Phone: 803-545-3470 Fax: 803-758-1013

I agree to renew services for ten (10) additional months from September 1, 2020 to June 30, 2021. All terms and conditions as outlined in RFP0013-17-18-MRM are applicable, fully enforceable and will remain unchanged.

✓ Yes _____ No

Anne Norris 08/06/2020
Signature/ Date

Anne Norris, VP Laboratory Services
Printed Name of Signer/ Title

Comments: _____

_____

_____

Sandra A. Wright / 08/04/2020
Sandra A. Wright Date
Purchasing Agent Signature

_____ / _____
Teresa B. Wilson Date
City Manager Signature

APPROVED AS TO FORM

Legal Department City of Columbia, SC

9/2/20

Department of Procurement and Contracts
1800 Main Street, 2nd Floor
Columbia, SC 29201
Phone: 803-545-3470 Fax: 803-758-1013

July 28, 2020

We Are Columbia

Ms Anne Norris
Rogers & Callcott
PO Box 5655
Greenville, SC 29606

RE: Contract Renewal referencing RFP0013-17-18-MRM Environmental Testing

To Ms Anne Norris,

The current extending period on the above referenced bid expires on August 31, 2020. Due to the COVID-19 pandemic we have not had the opportunity to resolicit for these goods. At this time, the City would like to renew services through June 30, 2021.

Any contract entered into by the City resulting from this renewal request shall be subject to cancellation without damages or further obligation when funds are not appropriated or otherwise made available to support the continuation of performance in any fiscal period.

This renewal is subject to the approval by the City Manager, City Council for the City of Columbia and/or their authorized designee. If awarded, the maximum amount allowed for the renewal period shall not the total amount approved and listed on the subsequent Purchase Order without the approval from the City's Department of Procurement & Contracts.

Please annotate on the bottom of this letter, with your signature and date, as to whether you are interested or not in renewing the contract for an additional ten (10) months, ending June 30, 2021, at the current rate of $112,165.11 per year (tax included) at the same terms and conditions. Further, the City of Columbia retains the right to increase or decrease quantities as needed.

Also, please sign in blue ink, scan and email a copy of this signed letter back to our office no later than 5:00 PM on Friday, August 7, 2020. In addition, please mail the original signed version of this letter back to me while retaining a copy for your files.

I look forward to hearing your response.

Anita Higgins

Anita Higgins, Buyer

Department of Procurement and Contracts
1800 Main Street, 2nd Floor
Columbia, SC 29201
Phone: 803-545-3470 Fax: 803-758-1013

I agree to renew services for ten (10) additional months from September 1, 2020 to June 30, 2021. All terms and conditions as outlined in RFP0013-17-18-MRM are applicable, fully enforceable and will remain unchanged.

✓ Yes _____ No

Anne Norris 08/06/2020
Signature/ Date

Anne Norris, VP Laboratory Services
Printed Name of Signer/ Title

Comments: _____

_____

_____

Sandra A. Wright / 08/04/2020
Sandra A. Wright
Purchasing Agent Signature

Date

_____/_____
Teresa B. Wilson
City Manager Signature

Date

APPROVED AS TO FORM

Legal Department City of Columbia, SC

9/2/20

Department of Procurement and Contracts
1800 Main Street, 2nd Floor
Columbia, SC 29201
Phone: 803-545-3470 Fax: 803-758-1013

We Are Columbia

July 22, 2020

Mr. John Tyler
Tyler Brothers
116 Railroad Avenue East
Wagener, SC 29164

RE: Contract Extension referencing Bid00027-11-12-Safety Shoes

To Mr. Tyler,

The current extended period on the above referenced bid expires on August 31, 2020. Due to the COVID-19 pandemic we have not had the opportunity to resolicit for these goods. At this time, the City would like to extend services through June 30, 2021.

Any contract entered into by the City resulting from this renewal request shall be subject to cancellation without damages or further obligation when funds are not appropriated or otherwise made available to support the continuation of performance in any fiscal period.

This renewal is subject to the approval by the City Manager, City Council for the City of Columbia and/or their authorized designee. If awarded, the maximum amount allowed for the renewal period shall not exceed the total amount approved and listed on the subsequent Purchase Order without prior approval from the City's Department of Procurement & Contracts.

Please annotate on the bottom of this letter, with your signature and date, as to whether you are interested or not in extending the contract for an additional ten (10) months, ending June 30, 2021, at the current rate of $143,200 per year (tax included) at the same terms and conditions. Further, the City of Columbia retains the right to increase or decrease quantities as needed.

Also, please sign in blue ink, scan and email a copy of this signed letter back to our office no later than 5:00 PM on Monday, July 27, 2020. In addition, please mail the original signed version of this letter back to me while retaining a copy for your files.

I look forward to hearing your response.

Anita Higgins

Anita Higgins, Buyer

Department of Procurement and Contracts
1800 Main Street, 2nd Floor
Columbia, SC 29201
Phone: 803-545-3470 Fax: 803-758-1013

I agree to extend services (Bid00027-11-12 Safety Shoes) for ten (10) additional months from September 1, 2020 to June 30, 2021. All terms and conditions as outlined in Bid00027-11-12 are applicable, fully enforceable and will remain unchanged.

__V__ Yes _____ No

John Tyler 7/23/20 — JOHN TYLER - OWNER

Signature/ Date — Printed Name of Signer/ Title

Comments: _____

Sandra A. Wright — 07/22/2020

Sandra A. Wright
Purchasing Agent Signature — Date

_____ / _____

Teresa B. Wilson
City Manager Signature — Date

APPROVED AS TO FORM

Legal Department City of Columbia, SC

9/2/20

Department of Procurement and Contracts
1800 Main Street, 2nd Floor
Columbia, SC 29201
Phone: 803-545-3470 Fax: 803-758-1013

July 28, 2020

We Are Columbia

Ms. Mindy Spires-Miller
Waste Management
1047 Highway Church Road
Elgin, SC 29045

RE: Contract Renewal referencing BID002-15-16 Screenings, Grit & Sludge Landfill Disposal Services

To Ms. Mindy Spires-Miller,

The current extending period on the above referenced bid expires on August 31, 2020. Due to the COVID-19 pandemic we have not had the opportunity to resolicit for these goods. At this time, the City would like to renew services through June 30, 2021.

Any contract entered into by the City resulting from this renewal request shall be subject to cancellation without damages or further obligation when funds are not appropriated or otherwise made available to support the continuation of performance in any fiscal period.

This renewal is subject to the approval by the City Manager, City Council for the City of Columbia and/or their authorized designee. If awarded, the maximum amount allowed for the renewal period shall not the total amount approved and listed on the subsequent Purchase Order without the approval from the City's Department of Procurement & Contracts.

Please annotate on the bottom of this letter, with your signature and date, as to whether you are interested or not in renewing the contract for an additional ten (10) months, ending June 30, 2021, at the current rate of $764,000.00 per year (tax included) at the same terms and conditions. Further, the City of Columbia retains the right to increase or decrease quantities as needed.

Also, please sign in blue ink, scan and email a copy of this signed letter back to our office no later than 5:00 PM on Friday, August 7, 2020. In addition, please mail the original signed version of this letter back to me while retaining a copy for your files.

I look forward to hearing your response.

Anita Higgins

Anita Higgins, Buyer

Department of Procurement and Contracts
1800 Main Street, 2nd Floor
Columbia, SC 29201
Phone: 803-545-3470 Fax: 803-758-1013

Attachment: Legal Approved Renewal Letters (6119 : Citywide Contract Renewals and Funding Requests

I agree to renew services for ten (10) additional months from September 1, 2020 to June 30, 2021. All terms and conditions as outlined in BID002-15-16 are applicable, fully enforceable and will remain unchanged.

✓ Yes _____ No

Mindy Spires-Miller 8/18/20 Mindy Spires-Miller

Signature/ Date Printed Name of Signer/ Title

Comments: Thank You!

Sandra A. Wright / 08/04/2020

Sandra A. Wright Date
Purchasing Agent Signature

_____ / _____

Teresa B. Wilson Date
City Manager Signature

APPROVED AS TO FORM

Legal Department City of Columbia, SC

8/31/20

Department of Procurement and Contracts
1800 Main Street, 2nd Floor
Columbia, SC 29201
Phone: 803-545-3470 Fax: 803-758-1013

July 28, 2020

We Are Columbia

Ms. Mindy Spires-Miller
Waste Management
1047 Highway Church Road
Elgin, SC 29045

RE: Contract Renewal referencing BID001-15-16 Screenings, Grit and Sludge Hauling and Container Rental Services

To Ms. Mindy Spires-Miller,

The current extending period on the above referenced bid expires on August 31, 2020. Due to the COVID-19 pandemic we have not had the opportunity to resolicit for these goods. At this time, the City would like to renew services through June 30, 2021.

Any contract entered into by the City resulting from this renewal request shall be subject to cancellation without damages or further obligation when funds are not appropriated or otherwise made available to support the continuation of performance in any fiscal period.

This renewal is subject to the approval by the City Manager, City Council for the City of Columbia and/or their authorized designee. If awarded, the maximum amount allowed for the renewal period shall not the total amount approved and listed on the subsequent Purchase Order without the approval from the City's Department of Procurement & Contracts.

Please annotate on the bottom of this letter, with your signature and date, as to whether you are interested or not in renewing the contract for an additional ten (10) months, ending June 30, 2021, at the current rate of $636,000.00 per year (tax included) at the same terms and conditions. Further, the City of Columbia retains the right to increase or decrease quantities as needed.

Also, please sign in blue ink, scan and email a copy of this signed letter back to our office no later than 5:00 PM on Friday, August 7, 2020. In addition, please mail the original signed version of this letter back to me while retaining a copy for your files.

I look forward to hearing your response.

Anita Higgins

Anita Higgins, Buyer

Department of Procurement and Contracts
1800 Main Street, 2nd Floor
Columbia, SC 29201
Phone: 803-545-3470 Fax: 803-758-1013

Attachment: Legal Approved Renewal Letters (6119 : Citywide Contract Renewals and Funding Requests

I agree to renew services for ten (10) additional months from September 1, 2020 to June 30, 2021. All terms and conditions as outlined in BID001-15-16 are applicable, fully enforceable and will remain unchanged.

✓ Yes _____ No

Mindy Spires-Miller 8/18/20
Signature/ Date

Mindy Spires-Miller
Printed Name of Signer/ Title

Comments: Thank You!

Sandra A. Wright / 08/04/2020
Sandra A. Wright — Date
Purchasing Agent Signature

_____ / _____
Teresa B. Wilson — Date
City Manager Signature

APPROVED AS TO FORM

Legal Department City of Columbia, SC

8/31/20

Department of Procurement and Contracts
1800 Main Street, 2nd Floor
Columbia, SC 29201
Phone: 803-545-3470 Fax: 803-758-1013

July 28, 2020

Mr. Braden Boyko
Duke's Root Control
1020 Hiwatha Blvd. West
Syracyse, N.Y. 13204

RE: Contract Renewal referencing BID050-17-18-DS Sanitary Sewer Root Control

To Mr. Braden Boyko,

The current extending period on the above referenced bid expires on August 31, 2020. Due to the COVID-19 pandemic we have not had the opportunity to resolicit for these goods. At this time, the City would like to renew services through June 30, 2021.

Any contract entered into by the City resulting from this renewal request shall be subject to cancellation without damages or further obligation when funds are not appropriated or otherwise made available to support the continuation of performance in any fiscal period.

This renewal is subject to the approval by the City Manager, City Council for the City of Columbia and/or their authorized designee. If awarded, the maximum amount allowed for the renewal period shall not the total amount approved and listed on the subsequent Purchase Order without the approval from the City's Department of Procurement & Contracts.

Please annotate on the bottom of this letter, with your signature and date, as to whether you are interested or not in renewing the contract for an additional ten (10) months, ending June 30, 2021, at the current rate of $500,000.00 per year (tax included) at the same terms and conditions. Further, the City of Columbia retains the right to increase or decrease quantities as needed.

Also, please sign in blue ink, scan and email a copy of this signed letter back to our office no later than 5:00 PM on Friday, August 7, 2020. In addition, please mail the original signed version of this letter back to me while retaining a copy for your files.

I look forward to hearing your response.

Anita Higgins
Anita Higgins, Buyer

Department of Procurement and Contracts
1800 Main Street, 2nd Floor
Columbia, SC 29201
Phone: 803-545-3470 Fax: 803-758-1013

I agree to renew services for ten (10) additional months from September 1, 2020 to June 30, 2021. All terms and conditions as outlined in BID050-17-18-DS are applicable, fully enforceable and will remain unchanged.

X
_____ Yes _____ No

_____ Braden L. Boyko, Vice President

Signature/ Date — Printed Name of Signer/ Title

Comments: _____

_____

_____

_____/ 08/04/2020

Sandra A. Wright — Date
Purchasing Agent Signature

_____/_____

Teresa B. Wilson — Date
City Manager Signature

APPROVED AS TO FORM

Legal Department City of Columbia, SC

8/31/20

Department of Procurement and Contracts
1800 Main Street, 2nd Floor
Columbia, SC 29201
Phone: 803-545-3470 Fax: 803-758-1013

We Are Columbia

August 4, 2020

Ms. Melanie Gearhart
Goodwill Industries
115 Haywood Road
Greenville, SC 29607

RE: Contract Extension for Professional Janitorial Services referencing BID053-14-15.

Dear Ms. Gearhart,

The current extended period on the above referenced contract expires on August 31, 2020. Due to the COVID-19 pandemic we have not had the opportunity to resolicit for these services. At this time, the City would like to extend services through February 28, 2021 or until a new contract has been awarded.

Any contract entered into by the City resulting from this renewal request shall be subject to cancellation without damages or further obligation when funds are not appropriated or otherwise made available to support the continuation of performance in any fiscal period.

This extension is subject to the approval by the City Manager, City Council for the City of Columbia and/or their authorized designee. If awarded, the maximum amount allowed for the extension period shall not exceed the total amount approved and listed on the subsequent Purchase Order without prior approval from the City's Department of Procurement & Contracts.

Please annotate on the bottom of this letter, with your signature and date, as to whether you are interested or not in extending the contract for an additional six (6) months, ending February 28, 2021, at the current rate of $95,865.90 for 6 months (tax included). Further, the City of Columbia retains the right to increase or decrease quantities as needed.

Also, please sign in blue ink, scan and email a copy of this signed letter back to our office no later than 5:00 PM on Friday, August 7, 2020. In addition, please mail the original signed version of this letter back to me while retaining a copy for your files.

I look forward to hearing your response.

Anita Higgins

Anita Higgins, Buyer

Department of Procurement and
Contracts
1800 Main Street, 2nd Floor
Columbia, SC 29201

Attachment: Legal Approved Renewal Letters (6119 : Citywide Contract Renewals and Funding Requests

I agree to extend services for BID053-14-15 for an additional six (6) months from September 1, 2020 to February 28, 2021 or until a new contact has been awarded. All terms and conditions as outlined in BID053-14-15 are applicable, fully enforceable and will remain unchanged.

_____ Yes _____ No

8/13/20

Signature/ Date

Michael Adams / Vice President, Business Services

Printed Name of Signer/ Title

Comments:

We are happy to consider renewing this contract for the period of Sept 1, 2020 – Feb 28,2021. We are requesting a price increase to reflect a 3% cost-of-living increase, a $100 monthly reimbursement for additional PPE, ~~and 3% service charge for payment via credit card~~. This would bring the new monthly cost to **$17,052**. Please let us know if this is an agreeable amount. If approved, please amend this notification or provide a modification to reflect the new monthly rate and we will accept. Please advise.

OK 8/28/2020

We are appreciative of the opportunity to continue to service the City of Columbia, which is enabling us to support our mission of putting people with barriers back to work!

Sandra A. Wright

Sandra A. Wright
Purchasing Agent Signature

08/04/2020

Date

Teresa B. Wilson
City Manager Signature

Date

APPROVED AS TO FORM

Legal Department City of Columbia, SC

8/31/20

Department of Procurement and Contracts
1800 Main Street, 2nd Floor
Columbia, SC 29201

Attachment: Legal Approved Renewal Letters (6119 : Citywide Contract Renewals and Funding Requests

July 28, 2020

Mr Rodgers J. McFadden
MD Technologies, LLC
3400 Forest Dr #2040
Columbia SC 29204

RE: Contract Renewal referencing RFP003-16-17 Voice & Cabling Service

To Mr Rodgers J. McFadden,

The current extending period on the above referenced bid expires on August 31, 2020. Due to the COVID-19 pandemic we have not had the opportunity to resolicit for these goods. At this time, the City would like to renew services through June 30, 2021.

Any contract entered into by the City resulting from this renewal request shall be subject to cancellation without damages or further obligation when funds are not appropriated or otherwise made available to support the continuation of performance in any fiscal period.

This renewal is subject to the approval by the City Manager, City Council for the City of Columbia and/or their authorized designee. If awarded, the maximum amount allowed for the renewal period shall not the total amount approved and listed on the subsequent Purchase Order without the approval from the City's Department of Procurement & Contracts.

Please annotate on the bottom of this letter, with your signature and date, as to whether you are interested or not in renewing the contract for an additional ten (10) months, ending June 30, 2021, at the current rate of $75,000.00 per year (tax included) at the same terms and conditions. Further, the City of Columbia retains the right to increase or decrease quantities as needed.

Also, please sign in blue ink, scan and email a copy of this signed letter back to our office no later than 5:00 PM on Friday, August 7, 2020. In addition, please mail the original signed version of this letter back to me while retaining a copy for your files.

I look forward to hearing your response.

Anita Higgins
Anita Higgins, Buyer

Department of Procurement and Contracts
1800 Main Street, 2nd Floor
Columbia, SC 29201
Phone: 803-545-3470 Fax: 803-758-1013

I agree to renew services for ten (10) additional months from September 1, 2020 to June 30, 2021. All terms and conditions as outlined in RFP003-16-17 are applicable, fully enforceable and will remain unchanged.

X Yes _____ No

8/7/2020 Rogers McFadden, Owner

Signature/ Date Printed Name of Signer/ Title

Comments: _____

_____

_____

_____/ 08/04/2020

Sandra A. Wright Date

Purchasing Agent Signature

_____/_____

Teresa B. Wilson Date

City Manager Signature

APPROVED AS TO FORM

Legal Department City of Columbia, SC

9/2/20

Department of Procurement and Contracts
1800 Main Street, 2nd Floor
Columbia, SC 29201
Phone: 803-545-3470 Fax: 803-758-1013

July 28, 2020

We Are Columbia

Mr. James Thomas
RE and BE Services LLC
22 N. Tombee Lane
Columbia, SC 29209

RE: Contract Renewal referencing BID025-18-19-ASH Grounds Maintenance for Water Tanks, Pump Stations & Pressure Reducing Valves at Columbia Canal and Lake Murray Water Treatment Plants

To Mr. James Thomas,

The current extended period on the above referenced bid expires on August 31, 2020. Due to the COVID-19 pandemic we have not had the opportunity to resolicit for these goods. At this time, the City would like to renew services through June 30, 2021.

Any contract entered into by the City resulting from this renewal request shall be subject to cancellation without damages or further obligation when funds are not appropriated or otherwise made available to support the continuation of performance in any fiscal period.

This renewal is subject to the approval by the City Manager, City Council for the City of Columbia and/or their authorized designee. If awarded, the maximum amount allowed for the renewal period shall not the total amount approved and listed on the subsequent Purchase Order without the approval from the City's Department of Procurement & Contracts.

Please annotate on the bottom of this letter, with your signature and date, as to whether you are interested or not in renewing the contract for an additional ten (10) months, ending June 30, 2021, at the current rate of $23,870.00 per year (tax included) at the same terms and conditions. Further, the City of Columbia retains the right to increase or decrease quantities as needed.

Also, please sign in blue ink, scan and email a copy of this signed letter back to our office no later than 5:00 PM on Friday, August 7, 2020. In addition, please mail the original signed version of this letter back to me while retaining a copy for your files.

I look forward to hearing your response.

Anita Higgins

Anita Higgins, Buyer

Department of Procurement and Contracts
1800 Main Street, 2nd Floor
Columbia, SC 29201
Phone: 803-545-3470 Fax: 803-758-1013

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Legal Approved Renewal Letters (6119 : Citywide Contract Renewals and Funding Requests

I agree to renew services for ten (10) additional months from September 1, 2020 to June 30, 2021. All terms and conditions as outlined in BID025-18-19-ASH are applicable, fully enforceable and will remain unchanged.

✓ Yes _____ No

James Thomas 8-11-20
Signature/ Date

JAMES THOMAS - OWNER
Printed Name of Signer/ Title

Comments: _____

Sandra A. Wright
Sandra A. Wright
Purchasing Agent Signature

08/04/2020
Date

Teresa B. Wilson
City Manager Signature

Date

APPROVED AS TO FORM

Legal Department City of Columbia, SC

9/2/20

Department of Procurement and Contracts
1800 Main Street, 2nd Floor
Columbia, SC 29201
Phone: 803-545-3470 Fax: 803-758-1013

Scanned with CamScanner

July 28, 2020

We Are Columbia

Ms. Anne Norris
Rogers & Callcott
PO Box 5655
Greenville, SC 29606

RE: Contract Renewal referencing RFP0013-17-18-MRM Environmental Testing NPDES Aqueous Sample Matrix (Lab)

To Ms. Anne Norris,

The current extending period on the above referenced bid expires on August 31, 2020. Due to the COVID-19 pandemic we have not had the opportunity to resolicit for these goods. At this time, the City would like to renew services through June 30, 2021.

Any contract entered into by the City resulting from this renewal request shall be subject to cancellation without damages or further obligation when funds are not appropriated or otherwise made available to support the continuation of performance in any fiscal period.

This renewal is subject to the approval by the City Manager, City Council for the City of Columbia and/or their authorized designee. If awarded, the maximum amount allowed for the renewal period shall not the total amount approved and listed on the subsequent Purchase Order without the approval from the City's Department of Procurement & Contracts.

Please annotate on the bottom of this letter, with your signature and date, as to whether you are interested or not in renewing the contract for an additional ten (10) months, ending June 30, 2021, at the current rate of $50,565.31 per year (tax included) at the same terms and conditions. Further, the City of Columbia retains the right to increase or decrease quantities as needed.

Also, please sign in blue ink, scan and email a copy of this signed letter back to our office no later than 5:00 PM on Friday, August 7, 2020. In addition, please mail the original signed version of this letter back to me while retaining a copy for your files.

I look forward to hearing your response.

Anita Higgins

Anita Higgins, Buyer

Department of Procurement and Contracts
1800 Main Street, 2nd Floor
Columbia, SC 29201
Phone: 803-545-3470 Fax: 803-758-1013

I agree to renew services for ten (10) additional months from September 1, 2020 to June 30, 2021. All terms and conditions as outlined in RFP0013-17-18-MRM are applicable, fully enforceable and will remain unchanged.

✓ Yes _____ No

Anne Norris 08/06/2020
Signature/ Date

Anne Norris, VP Laboratory Services
Printed Name of Signer/ Title

Comments: _____

_____

_____

Sandra A. Wright / 08/04/2020
Sandra A. Wright Date
Purchasing Agent Signature

_____ / _____
Teresa B. Wilson Date
City Manager Signature

APPROVED AS TO FORM

Legal Department City of Columbia, SC

9/2/20

Department of Procurement and Contracts
1800 Main Street, 2nd Floor
Columbia, SC 29201
Phone: 803-545-3470 Fax: 803-758-1013

July 28, 2020

We Are Columbia

Ms Anne Norris
Rogers & Callcott
PO Box 5655
Greenville, SC 29606

RE: Contract Renewal referencing RFP0013-17-18-MRM Environmental Testing

To Ms Anne Norris,

The current extending period on the above referenced bid expires on August 31, 2020. Due to the COVID-19 pandemic we have not had the opportunity to resolicit for these goods. At this time, the City would like to renew services through June 30, 2021.

Any contract entered into by the City resulting from this renewal request shall be subject to cancellation without damages or further obligation when funds are not appropriated or otherwise made available to support the continuation of performance in any fiscal period.

This renewal is subject to the approval by the City Manager, City Council for the City of Columbia and/or their authorized designee. If awarded, the maximum amount allowed for the renewal period shall not the total amount approved and listed on the subsequent Purchase Order without the approval from the City's Department of Procurement & Contracts.

Please annotate on the bottom of this letter, with your signature and date, as to whether you are interested or not in renewing the contract for an additional ten (10) months, ending June 30, 2021, at the current rate of $112,165.11 per year (tax included) at the same terms and conditions. Further, the City of Columbia retains the right to increase or decrease quantities as needed.

Also, please sign in blue ink, scan and email a copy of this signed letter back to our office no later than 5:00 PM on Friday, August 7, 2020. In addition, please mail the original signed version of this letter back to me while retaining a copy for your files.

I look forward to hearing your response.

Anita Higgins

Anita Higgins, Buyer

Department of Procurement and Contracts
1800 Main Street, 2nd Floor
Columbia, SC 29201
Phone: 803-545-3470 Fax: 803-758-1013

I agree to renew services for ten (10) additional months from September 1, 2020 to June 30, 2021. All terms and conditions as outlined in RFP0013-17-18-MRM are applicable, fully enforceable and will remain unchanged.

✓ Yes _____ No

Anne Norris 08/06/2020
Signature/ Date

Anne Norris, VP Laboratory Services
Printed Name of Signer/ Title

Comments: _____

_____

_____

Sandra A. Wright / 08/04/2020
Sandra A. Wright
Purchasing Agent Signature

Date

_____/_____
Teresa B. Wilson
City Manager Signature

Date

APPROVED AS TO FORM

Legal Department City of Columbia, SC

9/2/20

Department of Procurement and Contracts
1800 Main Street, 2nd Floor
Columbia, SC 29201
Phone: 803-545-3470 Fax: 803-758-1013

We Are Columbia

July 22, 2020

Mr. John Tyler
Tyler Brothers
116 Railroad Avenue East
Wagener, SC 29164

RE: Contract Extension referencing Bid00027-11-12-Safety Shoes

To Mr. Tyler,

The current extended period on the above referenced bid expires on August 31, 2020. Due to the COVID-19 pandemic we have not had the opportunity to resolicit for these goods. At this time, the City would like to extend services through June 30, 2021.

Any contract entered into by the City resulting from this renewal request shall be subject to cancellation without damages or further obligation when funds are not appropriated or otherwise made available to support the continuation of performance in any fiscal period.

This renewal is subject to the approval by the City Manager, City Council for the City of Columbia and/or their authorized designee. If awarded, the maximum amount allowed for the renewal period shall not exceed the total amount approved and listed on the subsequent Purchase Order without prior approval from the City's Department of Procurement & Contracts.

Please annotate on the bottom of this letter, with your signature and date, as to whether you are interested or not in extending the contract for an additional ten (10) months, ending June 30, 2021, at the current rate of $143,200 per year (tax included) at the same terms and conditions. Further, the City of Columbia retains the right to increase or decrease quantities as needed.

Also, please sign in blue ink, scan and email a copy of this signed letter back to our office no later than 5:00 PM on Monday, July 27, 2020. In addition, please mail the original signed version of this letter back to me while retaining a copy for your files.

I look forward to hearing your response.

Anita Higgins

Anita Higgins, Buyer

Department of Procurement and Contracts
1800 Main Street, 2nd Floor
Columbia, SC 29201
Phone: 803-545-3470 Fax: 803-758-1013

I agree to extend services (Bid00027-11-12 Safety Shoes) for ten (10) additional months from September 1, 2020 to June 30, 2021. All terms and conditions as outlined in Bid00027-11-12 are applicable, fully enforceable and will remain unchanged.

V Yes _____ No

John Tyler 7/23/20 — JOHN TYLER - OWNER

Signature/ Date — Printed Name of Signer/ Title

Comments: _____

Sandra A. Wright 07/22/2020

Sandra A. Wright
Purchasing Agent Signature — Date

_____ / _____

Teresa B. Wilson
City Manager Signature — Date

APPROVED AS TO FORM

Legal Department City of Columbia, SC

9/2/20

Department of Procurement and Contracts
1800 Main Street, 2nd Floor
Columbia, SC 29201
Phone: 803-545-3470 Fax: 803-758-1013

July 28, 2020

We Are Columbia

Ms. Mindy Spires-Miller
Waste Management
1047 Highway Church Road
Elgin, SC 29045

RE: Contract Renewal referencing BID002-15-16 Screenings, Grit & Sludge Landfill Disposal Services

To Ms. Mindy Spires-Miller,

The current extending period on the above referenced bid expires on August 31, 2020. Due to the COVID-19 pandemic we have not had the opportunity to resolicit for these goods. At this time, the City would like to renew services through June 30, 2021.

Any contract entered into by the City resulting from this renewal request shall be subject to cancellation without damages or further obligation when funds are not appropriated or otherwise made available to support the continuation of performance in any fiscal period.

This renewal is subject to the approval by the City Manager, City Council for the City of Columbia and/or their authorized designee. If awarded, the maximum amount allowed for the renewal period shall not the total amount approved and listed on the subsequent Purchase Order without the approval from the City's Department of Procurement & Contracts.

Please annotate on the bottom of this letter, with your signature and date, as to whether you are interested or not in renewing the contract for an additional ten (10) months, ending June 30, 2021, at the current rate of $764,000.00 per year (tax included) at the same terms and conditions. Further, the City of Columbia retains the right to increase or decrease quantities as needed.

Also, please sign in blue ink, scan and email a copy of this signed letter back to our office no later than 5:00 PM on Friday, August 7, 2020. In addition, please mail the original signed version of this letter back to me while retaining a copy for your files.

I look forward to hearing your response.

Anita Higgins

Anita Higgins, Buyer

Department of Procurement and Contracts
1800 Main Street, 2nd Floor
Columbia, SC 29201
Phone: 803-545-3470 Fax: 803-758-1013

I agree to renew services for ten (10) additional months from September 1, 2020 to June 30, 2021. All terms and conditions as outlined in BID002-15-16 are applicable, fully enforceable and will remain unchanged.

✓ Yes _____ No

Mindy Spires-Miller 8/18/20 Mindy Spires-Miller

Signature/ Date Printed Name of Signer/ Title

Comments: Thank You!

Sandra A. Wright / 08/04/2020

Sandra A. Wright
Purchasing Agent Signature

Date

_____ / _____

Teresa B. Wilson
City Manager Signature

Date

APPROVED AS TO FORM

Legal Department City of Columbia, SC

8/31/20

Department of Procurement and Contracts
1800 Main Street, 2nd Floor
Columbia, SC 29201
Phone: 803-545-3470 Fax: 803-758-1013

July 28, 2020

We Are Columbia

Ms. Mindy Spires-Miller
Waste Management
1047 Highway Church Road
Elgin, SC 29045

RE: Contract Renewal referencing BID001-15-16 Screenings, Grit and Sludge Hauling and Container Rental Services

To Ms. Mindy Spires-Miller,

The current extending period on the above referenced bid expires on August 31, 2020. Due to the COVID-19 pandemic we have not had the opportunity to resolicit for these goods. At this time, the City would like to renew services through June 30, 2021.

Any contract entered into by the City resulting from this renewal request shall be subject to cancellation without damages or further obligation when funds are not appropriated or otherwise made available to support the continuation of performance in any fiscal period.

This renewal is subject to the approval by the City Manager, City Council for the City of Columbia and/or their authorized designee. If awarded, the maximum amount allowed for the renewal period shall not the total amount approved and listed on the subsequent Purchase Order without the approval from the City's Department of Procurement & Contracts.

Please annotate on the bottom of this letter, with your signature and date, as to whether you are interested or not in renewing the contract for an additional ten (10) months, ending June 30, 2021, at the current rate of $636,000.00 per year (tax included) at the same terms and conditions. Further, the City of Columbia retains the right to increase or decrease quantities as needed.

Also, please sign in blue ink, scan and email a copy of this signed letter back to our office no later than 5:00 PM on Friday, August 7, 2020. In addition, please mail the original signed version of this letter back to me while retaining a copy for your files.

I look forward to hearing your response.

Anita Higgins

Anita Higgins, Buyer

Department of Procurement and Contracts
1800 Main Street, 2nd Floor
Columbia, SC 29201
Phone: 803-545-3470 Fax: 803-758-1013

Attachment: Legal Approved Renewal Letters (6119 : Citywide Contract Renewals and Funding Requests

I agree to renew services for ten (10) additional months from September 1, 2020 to June 30, 2021. All terms and conditions as outlined in BID001-15-16 are applicable, fully enforceable and will remain unchanged.

✓ Yes _____ No

Mindy Spires-Miller 8/18/20
Signature/ Date

Mindy Spires-Miller
Printed Name of Signer/ Title

Comments: Thank You!

Sandra A. Wright / 08/04/2020
Sandra A. Wright — Date
Purchasing Agent Signature

_____ / _____
Teresa B. Wilson — Date
City Manager Signature

APPROVED AS TO FORM

Legal Department City of Columbia, SC

8/31/20

Department of Procurement and Contracts
1800 Main Street, 2nd Floor
Columbia, SC 29201
Phone: 803-545-3470 Fax: 803-758-1013

Attachment: Legal Approved Renewal Letters (6119 : Citywide Contract Renewals and Funding Requests

July 28, 2020

We Are Columbia

Otis Johnson
Wright Johnston
601 Taylor Street
Columbia, SC 29201

RE: Contract Renewal referencing BID038-16-17-CAT Class A/B Fire Uniforms

To Otis Johnson,

The current extended period on the above referenced bid expires on August 31, 2020. Due to the COVID-19 pandemic we have not had the opportunity to resolicit for these goods. At this time, the City would like to renew services through June 30, 2021.

Any contract entered into by the City resulting from this renewal request shall be subject to cancellation without damages or further obligation when funds are not appropriated or otherwise made available to support the continuation of performance in any fiscal period.

This renewal is subject to the approval by the City Manager, City Council for the City of Columbia and/or their authorized designee. If awarded, the maximum amount allowed for the renewal period shall not the total amount approved and listed on the subsequent Purchase Order without the approval from the City's Department of Procurement & Contracts.

Please annotate on the bottom of this letter, with your signature and date, as to whether you are interested or not in renewing the contract for an additional ten (10) months, ending June 30, 2021, at the current rate of $32,400.00 per year (tax included) at the same terms and conditions. Further, the City of Columbia retains the right to increase or decrease quantities as needed.

Also, please sign in blue ink, scan and email a copy of this signed letter back to our office no later than 5:00 PM on Friday, August 7, 2020. In addition, please mail the original signed version of this letter back to me while retaining a copy for your files.

I look forward to hearing your response.

Anita Higgins

Anita Higgins, Buyer

Department of Procurement and Contracts
1800 Main Street, 2nd Floor
Columbia, SC 29201
Phone: 803-545-3470 Fax: 803-758-1013

Attachment: Legal Approved Renewal Letters (6119 : Citywide Contract Renewals and Funding Requests

I agree to renew services for ten (10) additional months from September 1, 2020 to June 30, 2021. All terms and conditions as outlined in BID038-16-17-CAT are applicable, fully enforceable and will remain unchanged.

✓ Yes _____ No

Robert J. Rutledge 8-6-20 ROBERT J. Rutledge, MANAGER
Signature/ Date Printed Name of Signer/ Title

Comments: _____

_____

_____

Sandra A. Wright
_____/ 08/04/2020
Sandra A. Wright Date
Purchasing Agent Signature

_____/ _____
Teresa B. Wilson Date
City Manager Signature

APPROVED AS TO FORM

Legal Department City of Columbia, SC

9/2/20

Department of Procurement and Contracts
1800 Main Street, 2nd Floor
Columbia, SC 29201
Phone: 803-545-3470 Fax: 803-758-1013

July 28, 2020

We Are Columbia

Otis Johnson
Wright Johnston
601 Taylor Street
Columbia, SC 29201

RE: Contract Renewal referencing BID053-17-18 Police Uniforms

To Otis Johnson,

The current contract period on the above referenced bid expires on August 14, 2020. Due to the COVID-19 pandemic we have not had the opportunity to resolicit for these goods. At this time, the City would like to renew services through June 30, 2021.

Any contract entered into by the City resulting from this renewal request shall be subject to cancellation without damages or further obligation when funds are not appropriated or otherwise made available to support the continuation of performance in any fiscal period.

This renewal is subject to the approval by the City Manager, City Council for the City of Columbia and/or their authorized designee. If awarded, the maximum amount allowed for the renewal period shall not the total amount approved and listed on the subsequent Purchase Order without the approval from the City's Department of Procurement & Contracts.

Please annotate on the bottom of this letter, with your signature and date, as to whether you are interested or not in renewing the contract for an additional ten (10) months, ending June 30, 2021, at the current rate of $225,000.00 per year (tax included) at the same terms and conditions. Further, the City of Columbia retains the right to increase or decrease quantities as needed.

Also, please sign in blue ink, scan and email a copy of this signed letter back to our office no later than 5:00 PM on Friday, August 7, 2020. In addition, please mail the original signed version of this letter back to me while retaining a copy for your files.

I look forward to hearing your response.

Anita Higgins

Anita Higgins, Buyer

Department of Procurement and Contracts
1800 Main Street, 2nd Floor
Columbia, SC 29201
Phone: 803-545-3470 Fax: 803-758-1013

Attachment: Legal Approved Renewal Letters (6119 : Citywide Contract Renewals and Funding Requests

I agree to renew services for ten (10) additional months from August 15, 2020 to June 30, 2021. All terms and conditions as outlined in BID053-17-18 are applicable, fully enforceable and will remain unchanged.

✓ Yes _____ No

Robert J. Rutledge 8-6-20 ROBERT J. Rutledge, MANAGER

Signature/ Date Printed Name of Signer/ Title

Comments: _____

_____

_____

Sandra A. Wright / 08/04/2020

Sandra A. Wright
Purchasing Agent Signature

Date

_____ / _____

Teresa B. Wilson
City Manager Signature

Date

Department of Procurement and Contracts
1800 Main Street, 2nd Floor
Columbia, SC 29201
Phone: 803-545-3470 Fax: 803-758-1013

Attachment: Legal Approved Renewal Letters (6119 : Citywide Contract Renewals and Funding Requests

July 28, 2020

We Are Columbia

Otis Johnson
Wright Johnston
601 Taylor Street
Columbia, SC 29201

RE: Contract Renewal referencing BID038-16-17-CAT Class A/B Fire Uniforms

To Otis Johnson,

The current extended period on the above referenced bid expires on August 31, 2020. Due to the COVID-19 pandemic we have not had the opportunity to resolicit for these goods. At this time, the City would like to renew services through June 30, 2021.

Any contract entered into by the City resulting from this renewal request shall be subject to cancellation without damages or further obligation when funds are not appropriated or otherwise made available to support the continuation of performance in any fiscal period.

This renewal is subject to the approval by the City Manager, City Council for the City of Columbia and/or their authorized designee. If awarded, the maximum amount allowed for the renewal period shall not the total amount approved and listed on the subsequent Purchase Order without the approval from the City's Department of Procurement & Contracts.

Please annotate on the bottom of this letter, with your signature and date, as to whether you are interested or not in renewing the contract for an additional ten (10) months, ending June 30, 2021, at the current rate of $32,400.00 per year (tax included) at the same terms and conditions. Further, the City of Columbia retains the right to increase or decrease quantities as needed.

Also, please sign in blue ink, scan and email a copy of this signed letter back to our office no later than 5:00 PM on Friday, August 7, 2020. In addition, please mail the original signed version of this letter back to me while retaining a copy for your files.

I look forward to hearing your response.

Anita Higgins

Anita Higgins, Buyer

Department of Procurement and Contracts
1800 Main Street, 2nd Floor
Columbia, SC 29201
Phone: 803-545-3470 Fax: 803-758-1013

Attachment: Legal Approved Renewal Letters (6119 : Citywide Contract Renewals and Funding Requests

I agree to renew services for ten (10) additional months from September 1, 2020 to June 30, 2021. All terms and conditions as outlined in BID038-16-17-CAT are applicable, fully enforceable and will remain unchanged.

✓ Yes _____ No

Robert J. Rutledge 8-6-20 ROBERT J. Rutledge, MANAGER
Signature/ Date Printed Name of Signer/ Title

Comments: _____

_____

_____

Sandra A. Wright
_____/ 08/04/2020
Sandra A. Wright Date
Purchasing Agent Signature

_____/ _____
Teresa B. Wilson Date
City Manager Signature

APPROVED AS TO FORM

Legal Department City of Columbia, SC

9/2/20

Department of Procurement and Contracts
1800 Main Street, 2nd Floor
Columbia, SC 29201
Phone: 803-545-3470 Fax: 803-758-1013

August 4, 2020

Ms. Jennifer Johnson
Zap Pro Cleaning Services
P.O. Box 707
Winnsboro, SC 29180

RE: Contract Extension for Professional Janitorial Services referencing BID053-14-15.

Dear Ms. Johnson,

The current extended period on the above referenced contract expires on August 31, 2020. Due to the COVID-19 pandemic we have not had the opportunity to resolicit for these services. At this time, the City would like to extend services through February 28, 2021 or until a new contract has been awarded.

Any contract entered into by the City resulting from this renewal request shall be subject to cancellation without damages or further obligation when funds are not appropriated or otherwise made available to support the continuation of performance in any fiscal period.

This extension is subject to the approval by the City Manager, City Council for the City of Columbia and/or their authorized designee. If awarded, the maximum amount allowed for the extension period shall not exceed the total amount approved and listed on the subsequent Purchase Order without prior approval from the City's Department of Procurement & Contracts.

Please annotate on the bottom of this letter, with your signature and date, as to whether you are interested or not in extending the contract for an additional six (6) months, ending February 28, 2021, at the current rate of $11,341.32 for 6 months (tax included). Further, the City of Columbia retains the right to increase or decrease quantities as needed.

Also, please sign in blue ink, scan and email a copy of this signed letter back to our office no later than 5:00 PM on Friday, August 7, 2020. In addition, please mail the original signed version of this letter back to me while retaining a copy for your files.

I look forward to hearing your response.

Anita Higgins
Anita Higgins, Buyer

Department of Procurement and Contracts
1800 Main Street, 2nd Floor
Columbia, SC 29201
Phone: 803-545-3470 Fax: 803-758-1013

I agree to extend services for BID053-14-15 for an additional six (6) months from September 1, 2020 to February 28, 2021 or until a new contract has been awarded. All terms and conditions as outlined in BID053-14-15 are applicable, fully enforceable and will remain unchanged.

✓ Yes _____ No

Jennifer Johnson 8/6/20
Signature/ Date

Jennifer Johnson / owner
Printed Name of Signer/ Title

Comments: _____

_____

_____

Sandra A. Wright
Sandra A. Wright / 08/04/2020
Purchasing Agent Signature Date

_____/_____
Teresa B. Wilson Date
City Manager Signature

APPROVED AS TO FORM

Legal Department City of Columbia, SC

8/31/20

Department of Procurement and Contracts
1800 Main Street, 2nd Floor
Columbia, SC 29201
Phone: 803-545-3470 Fax: 803-758-1013

We Are Columbia

MEETING DATE: **September 15, 2020**

DEPARTMENT: **Legal Department**

FROM: ***Shari Ardis, Legal Office Manager***

SUBJECT: **Ordinance No.: 2020-072 Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 23, Utilities and Engineering, Article V, Water and Sewer Rates, Sec. 23-144 Special water service fees (f) (Payment arrangement extension)**

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**

PURPOSE:

First reading approval was given on September 1, 2020.

ATTACHMENTS:

- O-2020-072 amend Sec 23-144 Special water service fees (f) (PDF)

HISTORY:

09/01/20	**Columbia City Council**	**APPROVED ON FIRST READING.**

ORDINANCE NO.: 2020-072

Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 23, Utilities and Engineering, Article V, Water and Sewer Rates, Sec. 23-144 Special water service fees (f)

BE IT ORDAINED by the Mayor and Council this ___ day of _____, 2020, that the 1979 Code of Ordinances of The City of Columbia, South Carolina, Chapter 23, Utilities and Engineering, Article V, Water and Sewer Rates, Sec. 23-144 Special water service fees (f), is amended to read as follows:

Sec. 23-144 Special water service fees.

(a) *Fee for turning on water*. A fee of $5.00 will be charged for turning on water, except for the first time after a new service is established.

(b) *Delinquency fee.* A fee of $10.00 will be charged when service is discontinued for nonpayment, a past due bill is collected, or a delinquent notice is left.

(c) *Dishonored checks, credit card payments and electronic payments*. A charge in the maximum amount permitted by South Carolina law shall be added to a water account for each returned or bad check given on the account. If payment was made by electronic funds transfer or credit card and a chargeback is ordered, the same administrative fee applicable for returned checks shall be added to the water account for each chargeback.

Water service shall be terminated immediately upon dishonor of a check, credit card payment or electronic payment chargeback on an account which is two months in arrears.

(d) *Restoration of discontinued service; service calls in connection with delinquent account.* The following fees shall be charged for replacing a meter or removing a locking device to restore discontinued service, or for a service call involving a vehicle in connection with a delinquent account:

(1) Workdays from 8:30 a.m. to 5:00 p.m.: $15.00.

(2) All other hours, holidays and weekends: $30.00.

(e) *Installation of fire hydrant meter.* A fee of $240.00 will be charged for installing all fire hydrant meters. No connection to a fire hydrant shall be made by any person other than an authorized employee of the city except through a permitted fire hydrant meter.

(f) *Charges to constitute lien; discontinuance of service authorized*. All fees and charges for water service shall be a lien on the property served as provided by contract with the water customer. Services shall be discontinued for any account which is two months in arrears; provided that the city manager or his designee may authorize continued service in a hardship case upon the execution of an acceptable payment schedule which will bring the account current in not more than ~~six~~ ***twelve*** months with payment in full for continued service.

(g) *Testing of backflow devices*. A fee of $45.00 per backflow device shall be charged for the annual testing and certification of reduced pressure backflow devices and double check valves. Testing and certification shall be performed by the city on all such devices. This fee shall be added to the charges for water service.

(h) *Locating and uncovering meter or backflow device*. The actual cost of locating, uncovering and inspecting any water meter or backflow device covered by grading or filling shall be added to the charges for water service.

This ordinance is effective as of final reading.

Requested by:

Assistant City Manager Shealy

Mayor

Approved by:

City Manager

Approved as to form:

Senior Assistant City Attorney

ATTEST:

City Clerk

Introduced:
Final Reading:

Last revised: 8/10/2020
20006236

LEGAL DEPARTMENT
Attachment: O-2020-072 amend Sec 23-144 Special water service fees (f) (6162 : Ordinance No.: 2020-072 amend Sec. 23-144 Special water

We Are Columbia

MEETING DATE: **September 15, 2020**

DEPARTMENT: **Legal Department**

FROM: ***Shari Ardis, Legal Office Manager***

SUBJECT: **Ordinance No.: 2020-078 Adopting the Commercial Revolving Loan Fund ("CRLF") Code, revised August 18, 2020**

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**

PURPOSE:

First reading approval was given on September 1, 2020.

ATTACHMENTS:

- O-2020-078 adopt amended CRLF code (PDF)

HISTORY:

09/01/20	**Columbia City Council**	**APPROVED ON FIRST READING.**

LEGAL DEPARTMENT

Attachment: O-2020-078 adopt amended CRLF code (6163 : Ordinance No.: 2020-078 adopt CRLF Code revised August 18, 2020)

ORDINANCE NO.: 2020-078

Adopting the Commercial Revolving Loan Fund ("CRLF") Code, revised August 18, 2020

BE IT ORDAINED by the Mayor and Council this ___ day of _____, 2020 that the attached Commercial Revolving Loan Fund Code, revised August 18, 2020 is hereby adopted.

Requested by:

Assistant City Manager Gentry

_____
Mayor

Approved by:

_____
City Manager

Approved as to form:

_____
Senior Assistant City Attorney

ATTEST:

_____
City Clerk

Introduced:
Final Reading:

Last revised: 8/19/2020
20006359

COMMERCIAL REVOLVING LOAN FUND

Attachment: O-2020-078 adopt amended CRLF code (6163 : Ordinance No.: 2020-078 adopt CRLF Code revised August 18, 2020)

8.1 PURPOSE

The City of Columbia, through economic development projects financed by the Commercial Revolving Loan Fund, seeks to improve the number and caliber of job opportunities, as well as to retain existing jobs within the City of Columbia. The City of Columbia seeks to foster entrepreneurship, innovation and productivity through investments in infrastructure development, capacity building, and business development in order to attract private capital investment and higher-skill, higher-wage jobs. Additionally, the City of Columbia seeks the revitalization of commercial corridors throughout the City.

This code provision applies to all of the City of Columbia's commercial revolving loan funds, including those funds capitalized with federal, state and local dollars, unless a fund is otherwise provided for under another section of this code.

Interest payments and fees may be utilized to defray the ongoing administrative costs of operating the CRLF. Principal and any interest not used for administrative expenses will revolve into the CRLF for relending. The City will comply with any and all federal regulations and caps regarding administrative expenses.

8.2 DEFINITIONS

1. *Commercial Revolving Loan Fund Committee of the City of Columbia (CRLF Committee)*. Seven (7) member committee appointed by City Council to review and approve/disapprove loan applications

2. *CRLF*: Commercial Revolving Loan Fund

3. *CRLF Staff*. The staff of the City of Columbia

4. *Economic Development Administration (EDA)*. A department of the United States Department of Commerce providing revolving loan funds to the City of Columbia

5. *Equity*. Total grants and private dollars brought to a project by a borrower from any source other than the City of Columbia.

6. *Minority Business*. A minority-owned business is a business which reflects 51% minority ownership and in control of management decisions. Minority refers to any individual of a race other than Caucasian (white).

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8/19/2020
Legal Department City of Columbia, SC

7. *Participating lender*. Banks and other institutional lenders who, in the regular course of business, make commercial loans

8. *Private commitment*. A commitment of funds needed for a project obtained from a bank, other lending institution, or legitimate private source

9. *Private to public dollar leveraging ratio*. The amount of private dollar investment, either through private commitment and/or a participating lender in a project in relation to the amount of public funds invested

10. *Small Business*. A small business is a start-up or expanding business which has 50 or fewer employees.

11. *Target Area*. From time to time the City may target a specific geographical area, census tract, corridor, or business type for funding. Such a designation will be considered a target area

12. *Total Project Cost*. Total direct costs incurred to carry out a project

13. *United States Department of Housing and Urban Development (HUD)*. The Federal Agency that administers the Community Development Block Grant (CDBG) and any other federal funds awarded to the City Of Columbia

14. *Woman-owned business*. A business which reflects 51% female ownership and in control of management decisions is considered a women-owned business

8.3 TYPES OF LOANS

Commercial revolving loans may take the form of:

1. *Participation loans* made in conjunction with loans made by other public or private financial lending institutions, with subordination features, also known as gap financing;

2. *Commercial loans* with a minimum equity investment as determined by the funding source. (Equity investments can come from the owner, private and/or non-bank investors, grants, or other sources of equity.);

3. *Loans under $10,000* which may not require bank participation or equity investment.

4. All loan types may offer special financing techniques, including moratoriums on interest and/or principal repayments for a specified period of time.

Attachment: O-2020-078 adopt amended CRLF code (6163 : Ordinance No.: 2020-078 adopt CRLF Code revised August 18, 2020)

8.4 USE OF LOAN FUNDS

1. Loans may be made to small businesses for the purpose of financing building construction, conversions, expansions, acquisition of land, buildings, machinery, equipment, supplies and materials or in particular cases of supplying working capital where it is deemed necessary by the staff and CRLF Committee.

2. Interest payments and fees may be utilized to defray the ongoing administrative costs of operating the CRLF. Principal and any interest not used for administrative expenses will revolve into the CRLF for relending. The City will comply with any and all federal regulations and caps regarding administrative expenses.

8. 5 ELIGIBILE APPLICANTS

1. The applicant must fit the definition of small business as defined by the City of Columbia - fifty (50) employees or less.

2. The business must be located within the corporate limits of the City of Columbia.

3. Applicants must agree to provide all information and business records requested pertaining to the loan or business during the application process or the term of the loan must be made available to the city. (Personal financial statements shall remain confidential.)

4. All principals or owners must agree to provide personal guarantees.

5. Applicants who have been in default on previous loans with the City of Columbia are not eligible for additional funding.

6. Minimum credit score. The City requires the applicant to have a minimum credit score of 600 to be eligible to apply for a commercial loan.

7. In order for a current loan recipient to be eligible for an additional loan, the applicant must meet the following conditions:

a. Minimum 50% equity requirement
b. Previous loan must either be paid off or have been in repayment for at least 2 years and be current with no late payments or defaults
c. Business must be in an identified target area of the City of Columbia
d. Business is unable to get all of the financing needed for the project from a private financial institution or other private source

Attachment: O-2020-078 adopt amended CRLF code (6163 : Ordinance No.: 2020-078 adopt CRLF Code revised August 18, 2020)

8.6 INELIGIBLE ACTIVITIES

Commercial revolving loan funds cannot be used for the activities listed below. City staff may reject applications for ineligible activities.

1. The direct or indirect refinancing of any pre-existing debt or subsidizing interest payments on an existing loan.

2. Funds for payment, distribution, or as a loan to owners, partners or shareholders of the applicant's business, except as ordinary compensation for services rendered.

3. Acquisition of an equity position in a private business,

4. Loan guarantees (a promise by one party to assume the debt obligation of a borrower if the borrower defaults on a loan).

5. The relocation of a business within the City of Columbia presently located outside of the Columbia commuting area.

6. Where the purpose of the loan is to finance the acquisition, construction, improvement or operation of real property which is to be held for speculative real estate ventures.

7. Where the purpose of the loan is to finance the creation, dissemination, or distribution of material deemed patently repugnant by commonly recognized community standards of decency or which has the effect of denying anyone their constitutionally guaranteed rights.

8. Where the effect of the granting of the loan would be to encourage a monopoly or be inconsistent with accepted practices of the American system of free competitive enterprise.

9. Where the applicant's business may not operate totally within the laws of the City of Columbia and the State of South Carolina.

10. Other activities prohibited by specific funding sources. See sections 8.18.1(c) for additional ineligible uses of EDA funds.

11. If City Staff determines that an application is ineligible for funding, a letter will be sent to the applicant within fourteen (14) business days of receipt. City Staff will notify the CRLF Committee of all applications that have been determined to be ineligible.

Attachment: O-2020-078 adopt amended CRLF code (6163 : Ordinance No.: 2020-078 adopt CRLF Code revised August 18, 2020)

8. 7 FEES, INTEREST, TERMS AND LIMITS

1. Fees

Application Fee

A. A loan application fee of $100, plus identifiable direct third-party charges (credit reports,), shall be collected at time of application to defer processing expenses.

Origination Fee

A loan servicing fee of up to one percent (1%) shall be added to the cost of the CRLF loan. Fees shall be predicated on local market conditions and commensurate to risk to the CRLF.

2. Interest

A. Unless otherwise dictated by the funding source, (see sections EDA - 8.18.4; CDBG – 8.19.5; CERF – 8.20.5) the interest rate to be charged on City of Columbia CRLF loans shall be set at one percent (1%) below the current money center prime rate quoted in the *Wall Street Journal*. This rate will change from time to time with changes in the prime rate. These changes will be reflected in the City's rate of interest on the last day of the month in which the change in prime rate occurs.

B. In no event shall the interest rate charged be less than ~~three~~ four percent (~~3~~4%) annually nor shall it be greater than the maximum interest allowed under state law. Adjustable interest rates and balloon/call provisions may be utilized.

3. Terms

Terms for repayment of loans may vary, but standard terms for repayment shall be as follows:
A. Equipment: 7 to 10 years;
B. Land and building: up to 25 years
C. Inventory: up to 3 years
D. Working Capital: up to 2 years
E. Leasehold Improvements: up to 25 years
F. All loans will have five (5) year balloon/call features

4. Limits

The city's maximum loan shall not exceed $200,000.

The CRLF committee reserves the right to adjust the fees, interest, terms and limits when deemed necessary to carry out the goals of the commercial revolving loan fund program, however all federal requirements for lending programs must be met.

Attachment: O-2020-078 adopt amended CRLF code (6163 : Ordinance No.: 2020-078 adopt CRLF Code revised August 18, 2020)

8.8 LOAN REVIEW COMMITTEE

The CRLF Committee shall consist of seven (7) members who shall assume responsibility for final approval of loan applications. The CRLF committee will be comprised of (1) one attorney with business or corporate expertise, (2) a licensed commercial contractor, (3-4) two small business persons (of which one may represent a small business development agency or a non-profit business), (5) a local bank representative, (6) a senior staff/administration member with the City of Columbia and (7) the Community Development Director with the City of Columbia. Individuals for these positions will be appointed by city council for two (2) year terms. City staff/administration members on the committee must not be the direct or indirect supervisor of the city staff presenting loans for approval.

The CRLF Committee is authorized to do the following:
1. Approve/deny all loan requests;
2. Approve/deny loan modifications recommended by staff;
3. Approve/deny subordination requests that would change the City's collateral position on an active loan;
4. Approve/deny referrals for legal action on defaulted loans;
5. Review policies and procedures which apply to CRLF funds; and
6. Review quarterly portfolio reports provided by staff.

In determining whether a loan request should be approved or denied, the CRLF committee is to consider the underwriting guidelines established under Section 8.10.

Only the CRLF committee can reverse its decisions to approve or deny loan requests, modifications, and referrals for legal action.

The CRLF committee is a public body and is subject to the Freedom of Information Act. Any scheduled meeting convening a quorum of the membership, whether corporal or by electronic means (including a telephone conference) is subject to FOIA.

8.9 APPLICATION PROCEDURES

1. An application form and all required supporting documentation must be submitted prior to a loan request being analyzed by City staff.

2. Loan Applications must include the following to be considered complete:
   a. Business Financial statements for the past three (3) years and interim statements for the current year submitted by an applicant showing the applicable date of the information given, and signed and certified by the applicant or his accountant. The COC may require an audited statement.
   b. Personal financial statements for all principals of the business.

Attachment: O-2020-078 adopt amended CRLF code (6163 : Ordinance No.: 2020-078 adopt CRLF Code revised August 18, 2020)

c. Federal Tax Returns for the past three (3) years and interim statements for the current year must be submitted for all existing businesses.
d. If an Applicant does not have three (3) years of tax returns or financial statements, the COC shall require personal tax returns of the principals in the business
e. Three most recent months of bank statements for the business or for start-up businesses with no bank history, three most recent months of statements for all principals of the business.
f. A detailed projection of earnings for the next three (3) years must be submitted by the applicant.
g. Incorporation documentation for incorporated businesses.
h. Verification of current number of employees.
i. All loan requests of more than $50,000 require evidence demonstrating that credit is not otherwise available on terms and conditions that permit the completion or successful operation of the activity to be financed.

3. After a completed application has been submitted, the loan officer will review the file to ensure it meets all minimum underwriting criteria and present to the CRLF committee for approval within sixty (60) days.

4. Applicants are required to attend CRLF committee meetings when their application is being reviewed.

5. Applicants will be informed of their approval/denial status within seven (7) business days of the committee's decision.

8.10 UNDERWRITING CRITERIA (CONSIDERATION AND REVIEW OF APPLICATIONS)

Before submitting an Application Package to the CRLF Committee, City staff will review the package for the following underwriting criteria.

1. Adequate assurances are given that the loan can be repaid pursuant to proper terms and conditions based on review of financial statements and analysis of cash flow.

2. Adequate assurance that the loan is to accomplish an improvement which is warranted in light of current market conditions and an analysis of past performance and future projections.

3. The applicant must obtain a minimum private commitment of 10% (or higher as required by the applicable funding source-CDBG section 8.19.3; EDA section 8.18.3; CERF section 8.20.3) of the total project costs, where required. City of Columbia grants cannot be used to meet an applicant's minimum equity investment.

Attachment: O-2020-078 adopt amended CRLF code (6163 : Ordinance No.: 2020-078 adopt CRLF Code revised August 18, 2020)

4. Each loan must create or retain one job per $35,000 borrowed. Each applicant must certify that all jobs to be created will be filled as proposed in the loan application and/or all jobs being retained would be lost to the business within two (2) years without public support.

5. The applicant's credit, capacity and collateral is adequate.
   a. Borrowers should have a debt coverage ratio of 1.0-1.15 and above.
   b. Applicants must show evidence of adequate and acceptable collateral sufficient to provide a legitimate secondary repayment source through the life of the loan.

      i. Collateral should have a maximum loan to value ratio of:
         (a) 50-75% for inventory, equipment and receivables and
         (b) 80% for real estate
         (c) The ratio for the loan value to the collateral needed shall be determined by staff.
      ii. The City may take a subordinate position to other lenders.
      iii. Collateral is required on all loans above $10,000. Loans under $10,000 may be approved with proper personal guarantees (and UCCs if applicable) to satisfy collateral requirements.
      iv. Any subordination agreements occurring after loan closing may be executed by City staff unless the result would change the City's position to a lesser position, in which case loan committee approval is required. The CRLF Committee will be notified of any subordination executed.

6. The business data provided by the application shows the business as solvent, efficient and or profitable.

7. The applicant demonstrates adequate funding to complete the proposed improvement project.

8. The proposed improvements meet any applicable federal guidelines. It is the responsibility of city staff to ensure that all improvements funded with federal funds meet the appropriate federal guidelines prior to awarding funds.

9. No conflicts of interest or perceived conflicts of interest exist preventing award.

10. Preference will be shown to applicants included in one or more of the following classifications:

    a. minority-owned small businesses;
    b. women-owned small-businesses;
    c. commercial and/or business activities which have a significant economic benefit;
    d. acquisition and renovation of older buildings in a target area;
    e. businesses involving new technology; and
    f. applicants with high job and private to public dollar leveraging ratios

Attachment: O-2020-078 adopt amended CRLF code (6163 : Ordinance No.: 2020-078 adopt CRLF Code revised August 18, 2020)

After staff's analysis the underwriting criteria, all eligible completed Application Packages shall be submitted to the loan review committee for consideration.

8.11 LOAN CLOSING REQUIREMENTS AND MONITORING

1. Personal guarantees are required on all loans in addition to any other collateral requirements determined by the CRLF committee.
2. The City shall record UCC's for equipment, furniture and fixtures financed and/or used as collateral.
3. City staff should ensure that all loans are protected through adequate insurance coverage.

    A. Key man insurance (an insurance policy taken out by a business to compensate that business for financial losses that would arise from the death or extended incapacity of an important member of the business) may be required under the following circumstances:
        1. The business is a sole proprietorship with no succession plan.
        2. The loan amount is greater than $50,000.
        3. There is no real estate used as collateral for the loan.

4. It is the responsibility of the City staff to collect financial statements and tax documents throughout the life of the loan as well as to inspect all collateral. It is the responsibility of the borrower to provide all requested information as part of the terms of the loan.
5. The city CRLF staff shall have the right to inspect, at reasonable hours, any facilities, equipment, premises, books, and records pertaining to the processing of a loan application or in the administration of a loan granted to the business under this program.
6. The City staff is to monitor job creation and/or retention for three (3) years from the closing date of a loan.

8.12 REPORTING

A semi-annual report will be completed in July and January of every year and presented to City Council as public record of the performance and management of the fund.

8.13 DELINQUENCY AND DEFAULT

Delinquency is defined as:
A. past due – up to 30 days late,
B. seriously delinquent – from 30 to 90 days late; and
C. Default – over 90 days late.

Attachment: O-2020-078 adopt amended CRLF code (6163 : Ordinance No.: 2020-078 adopt CRLF Code revised August 18, 2020)

1. Past due loans will be monitored by the Loan Servicing Agent, if applicable, and/or City staff and borrowers will be contacted to collect payment.
2. If a borrower should become seriously delinquent, the following actions may be taken, with the approval of the CRLF Committee:
   a. to postpone, defer or otherwise modify the loan terms for a specified work-out period;
   b. cancel all or a portion of the debt in consideration of borrower's transfer of collateral to the lender in lieu of foreclosure.
3. Loans more than 90 days past due are in default. In cases where it is determined that funds cannot be collected, foreclosure action may be initiated with the approval of the CRLF committee. Should the CRLF committee decide to recommend legal action, case files should be transferred to the legal department who will take appropriate action in conjunction with the private lenders or the city manager who may specify other possible action.

8.14 LOAN SERVICING

1. Subsequent to approval and commitment, CRLF staff will coordinate loan closing with the other participating lender, borrower, and closing attorney. A document file will be established by CRLF staff when the loan is booked in by accounting. Receipt of post-closing documentation and periodic submission of financial statements will be monitored by CRLF staff. Borrower will be responsible for full compliance with terms, provisions and conditions contained within the loan documents.

   CRLF loans will be of three (3) types with regards to servicing responsibilities:

   a. A joint loan made in concert with a private lender (lead lender) where the lead lender services the loan and periodically remits to the city its participant's share of monies collected.
   b. A separate city loan funded by CRLF and underwritten in concert with and related to the loan of the leads lender but independently evidenced and secured. In this instance, the city's loan will be serviced by the lead lender or a loan servicing agent selected by the city.
   c. All loans not serviced by the lead lender or a loan servicing agent selected by the City will be serviced by City staff.

8.15 INSPECTION OF PREMISES AND RECORDS

1. Subsequent to approval and commitment, city staff will coordinate loan closing with the private or public lender where applicable, borrower and closing attorney. Receipt of post- closing documentation and periodic submission of financial statements will be monitored by City staff. Borrower will be responsible for full compliance with terms, provisions and conditions contained with the loan documents.

Attachment: O-2020-078 adopt amended CRLF code (6163 : Ordinance No.: 2020-078 adopt CRLF Code revised August 18, 2020)

2. The City staff, or its servicing agent, shall have the right to inspect at reasonable hours any facilities, equipment, premises, books, and records pertaining to the processing of a loan granted to the business under this program.

8.16 PRIVACY PROTECTION POLICY

City staff collects sensitive information from businesses and individuals and must comply with city and federal privacy regulations. All loan files must be secure to maximize maintenance of privacy. In the event of a Freedom of Information Request, personal financial information and trade secrets may not be publicly disclosed.

8.17 PORTFOLIO GOALS AND PERFORMANCE

1. The CRLF as a whole should create or retain one job per $15,000 borrowed.

2. Working capital loans shall be initially limited to thirty percent (30%) of the total Commercial Revolving Loan Fund Program's portfolio

3. A goal of 40% minority participation in the initial CRLF was established at the request of EDA. The City of Columbia will continue to commit to this goal with all loan funds governed by this code. The percentage may be determined by the amount of funds committed.

4. A goal of 35% women-owned businesses participation shall also apply.

5. Loans for start-up businesses shall be limited to thirty percent (30%) of the total Commercial Revolving Loan Fund Program's portfolio

8.18 ECONOMIC DEVELOPMENT ADMINISTRATION (EDA) FUNDS THROUGH THE DEPARTMENT OF COMMERCE

1. Specific EDA RLF Requirements

a. Use of RLF Cash Available for Lending. The City must use RLF Cash Available for Lending for the purpose of making loans that are consistent with an approved Revolving Loan Fund Plan (RLF) or such other purposes approved by the EDA. To ensure that grant funds are used as intended, each loan agreement must clearly state the purpose of each loan. (See 13 C.F.R. § 307.17(a).)

b. Bank Participation. This fund requires bank participation. A letter of credit must be submitted with the loan application.

Attachment: O-2020-078 adopt amended CRLF code (6163 : Ordinance No.: 2020-078 adopt CRLF Code revised August 18, 2020)

c. Restriction on Use of RLF Cash Available for Lending. In addition to City of Columbia ineligible uses, RLF Cash Available for Lending shall not be used to:

i. Provide for borrowers' required equity contributions under other Federal Agencies' loan programs;

ii. Enable borrowers to acquire an interest in a business, either through the purchase of stock or through the acquisition of assets, unless sufficient justification is provided in the loan documentation. Sufficient justification may include acquiring a business to save it from imminent closure or to acquire a business to facilitate a significant expansion or increase in investment with a significant increase in jobs. The potential economic benefits must be clearly consistent with the strategic objective of the RLF;

iii. Provide RLF loans to a borrower for the purpose of investing in interest bearing accounts, certificates of deposit or any investments unrelated to the RLF;

iv. Refinance existing debt, unless:
(a) The City sufficiently documents in the loan documentation a "sound economic justification" for the refinancing (e.g. the refinancing will support additional capital investment intended to increase business activities); or
(b) The RLF Cash Available for Lending will finance the purchase of the rights or a prior lien holder during a foreclosure action which is necessary to preclude a significant loss on an RLF loan. RLF funds may be used for this purpose only if there is a high probability of receiving compensation from the sale of assets sufficient to cover an RLF's costs plus a reasonable portion of the outstanding RLF loan within a reasonable timeframe approved by EDA following the date of refinancing.

2. Loan Amount. The maximum loan amount is $200,000.

3. Private Commitment Requirement for each loan. RLF awards cannot exceed 50% of the total project cost (a minimum of 50% of the total project cost required to be from other non-RLF sources). The RLF loans funded by EDA require a 2 to 1 non-RLF match.

4. Interest Rates. The minimum interest rate the City may charge pursuant to EDA guidelines is four (4) percentage points below the lesser of the current Money Center Prime Interest Rate quoted in the Wall Street Journal or the maximum interest rate allowable under state law. In no event shall the interest rate be less than the lesser of four (4) percentage points or seventy-five percent (75%) of the prime interest rate quoted in the Wall Street Journal.

5. Leveraging of RLF Portfolio. RLF loans must be used to leverage additional investment of at least two dollars for every dollar of such RLF loans. This leveraging requirement applies to the RLF portfolio as a whole rather than to individual loans and is effective for the duration of the

Attachment: O-2020-078 adopt amended CRLF code (6163 : Ordinance No.: 2020-078 adopt CRLF Code revised August 18, 2020)

RLF's operation. To be classified as leveraged, additional investment must be made within twelve (12) months prior to approval of an RLF loan, as part of the same business development project, and may include:

a. capital invested by the borrower or others;

b. financing from private entities;

c. the non-guaranteed portion and ninety (90) percent of the guaranteed portions of any Federal loan; or

d. loans from other state and local lending programs.

Private investments shall not include accrued equity in a borrower's assets.

6. A goal of 40% minority participation in the initial CRLF was established at the request of EDA. The City of Columbia will continue to commit to this goal with all loan funds governed by this code. The percentage may be determined by the amount of funds committed.

8.19 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDS

The City of Columbia may from time to time allocate additional Community Development Block Grant (CDBG) dollars for revolving loan fund use.

1. Specific CDBG requirements

A. Eligible activity: All projects must be an eligible activity per HUD regulations (Title 24 Section 570.201-202). Examples of eligible activities include, but are not limited to: acquisition, code enforcement, commercial rehabilitation, technical assistance, planning, micro-enterprise development, and special economic development.

B. National Objective: All projects must also meet one of HUD's national objectives: (a) benefit to low/moderate income persons, (b) eliminate/prevent slum or blight, or (c) urgent community need. If a project is located within a designated empowerment zone or eligible census tract there is a presumption of meeting the low/moderate income benefit standard.

C. Public Benefit: If a project is designated as special economic development, in addition to being an eligible activity meeting a national objective, it must also meet HUD's public benefit standards.

2. The maximum loan amount shall be $200,000. The CRLF committee may adjust this limit in keeping with the requirements of the funding source.

3. A minimum equity investment of 10% by the borrower is required.

4. All loan requests of more than $50,000 require evidence demonstrating that credit is not otherwise available on terms and conditions that permit the completion or successful operation of the activity to be financed.

Attachment: O-2020-078 adopt amended CRLF code (6163 : Ordinance No.: 2020-078 adopt CRLF Code revised August 18, 2020)

5. Interest Rate: See Section 8.7(2).

8.20 COLUMBIA ECONOMIC RENAISSANCE FUND (CERF).

1. Specific CERF requirements: This fund is capitalized with general fund dollars. Bank participation is not required; however, it is encouraged.

A. Eligible applicants and uses: Developers, including City of Columbia development corporations and businesses owners are eligible to apply for funding based on the eligible activities listed below:

i. Developers and development corporations: property acquisition and pre-construction costs.

ii. Business owners: property acquisition, construction, business expansion, and other activities related to economic development.

2. The maximum loan shall be $200,000 for any one project. However, the CRLF committee may adjust this limit based on available funding.
3. A minimum equity investment of 10% by the borrower is required.
4. All loan requests of more than $50,000 require evidence demonstrating that credit is not otherwise available on terms and conditions that permit the completion or successful operation of the activity to be financed.

5. Interest Rate: See Section 8.7(2).
   A. Loans may have an interest only component.

6. Development and rehabilitation projects must be complete within two (2) years of closing.

8.21 CONFLICT OF INTEREST

1. Any interested parties, including City officials, OBO employees, commercial revolving loan fund committee members and any other parties that advise, approve, recommend or otherwise participate in business decisions of the commercial revolving loan fund committee, may not receive any direct or indirect financial or personal benefits in connection with the approval and awarding of a loan. These financial interests may include employment, as an employee or through contractual services, stock ownership, a creditor or debtor relationship or prospective employment, with the organization selected or to be selected for an award.

2. An interested party may not use their position for a purpose that constitutes or presents the appearance of personal or organizational conflicts of interest or of personal gain. An appearance of impairment of objectivity could result from an organizational conflict where, because of other

Attachment: O-2020-078 adopt amended CRLF code (6163 : Ordinance No.: 2020-078 adopt CRLF Code revised August 18, 2020)

activities or relationships with other persons or entities, a person is unable or potentially unable to render impartial assistance or advice.

3. When a conflict of interest or perceived conflict of interest arises the following safeguards will be implemented to assure that the integrity of the loan award decision is not compromised.

a. Any staff or committee member aware of any conflict of interest, or perceived conflict of interest, has a duty to disclose the conflict to the CRLF chair and/OBO director. Such conflict of interest shall be disclosed in writing and presented to city staff for dissemination to the CRLF and the City Manager.

b. Failure to disclose a conflict of interest can result in removal from the CRLF Committee. Committee members that fail to disclose a conflict of interest resulting in a determination of conflict of interest from the federal funding source and a requirement that the funds be repaid may be liable for any funds awarded under the code that are deemed ineligible or must be returned to any agency as a result of the conflict

c. When a conflict of interest or perceived conflict of interest arises, the commercial revolving loan committee may not loan funds to an interested party.

d. If an interested party has, or has had a business relationship with a CRLF loan applicant within a year of the application, they will not be permitted to participate in the loan application review and must recuse themselves from the decision-making process when the loan is funded with City or CDBG dollars.

e. If the City of Columbia has a financial interest, either directly or indirectly in an applicant's project, any CRLF committee members who are city employees must recuse themselves from the decision-making process to avoid any appearance of organizational conflict of interest.

4. A business in which a city employee has an ownership interest is eligible to apply for commercial revolving loan funds, so long as none of the conflicts of interest above, or designated by federal guidelines, apply.

5. The City and the CRLF committee members must comply with all additional federal conflict of interest provisions that may apply.

Attachment: O-2020-078 adopt amended CRLF code (6163 : Ordinance No.: 2020-078 adopt CRLF Code revised August 18, 2020)

We Are Columbia

MEETING DATE: **September 15, 2020**

DEPARTMENT: **Legal Department**

FROM: ***Shari Ardis, Legal Office Manager***

SUBJECT: **Ordinance No.: 2020-079 Adopting the Revolving Loan Fund (RLF) Plan for CARES Act Revolving Loan Fund Supplemental Disaster Recovery and Resiliency Awards**

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**

PURPOSE:

First reading approval was given on September 1, 2020.

ATTACHMENTS:

- O-2020-079 adopt CARES Act Revolving Loan Plan (PDF)

HISTORY:

09/01/20	**Columbia City Council**	**APPROVED ON FIRST READING.**

ORDINANCE NO.: 2020-079

Adopting the Revolving Loan Fund (RLF) Plan for CARES Act Revolving Loan Fund Supplemental Disaster Recovery and Resiliency Awards

BE IT ORDAINED by the Mayor and Council this ___ day of _____, 2020 that the attached Revolving Loan Fund (RLF) Plan for CARES Act Revolving Loan Fund Supplemental Disaster Recovery and Resiliency Awards is hereby adopted.

Requested by:

Assistant City Manager Gentry

_____
Mayor

Approved by:

_____
City Manager

Approved as to form:

_____
Senior Assistant City Attorney

ATTEST:

_____
City Clerk

Introduced:
Final Reading:

Last revised: 8/19/2020
20006358

LEGAL DEPARTMENT
Attachment: O-2020-079 adopt CARES Act Revolving Loan Plan (6164 : Ordinance No.: 2020-079 adopt Revolving Loan Fund (RLF) Plan for

APPROVED AS TO FORM

Legal Department City of Columbia, SC

8/19/2020

We Are Columbia

Revolving Loan Fund (RLF) Plan for CARES Act Revolving Loan Fund Supplemental Disaster Recovery and Resiliency Awards

Resilient Columbia CARES Act Revolving Loan Fund Plan Summary

This Loan Fund Plan highlights how the CARES Act Revolving Loan Fund Supplemental Disaster and Recovery Resiliency Award will vary from the existing RLF Plan, included as an Appendix, and referenced below.

Resilient Columbia CARES Act Revolving Loan Fund Purpose:

Capital access remains the most important factor limiting the growth and development of small businesses. Given this constraint, the current financial environment due to COVID-19 has placed an even greater burden on local entrepreneurs who are trying to keep their businesses open in today's turbulent economy.

To "prevent, prepare for, and respond" to the economic injury attributed to the coronavirus (COVID-19), the Resilient Columbia CARES Act Revolving Loan Fund will be used to finance small businesses located within the corporate limits of the City of Columbia that have been impacted by the pandemic. Documentation providing evidence of a loss in revenue since the start of the COVID-19 is strongly suggested. Under this RLF, business owners may apply for a loan ranging from $10,000 - $200,000. These loans will be zero percent (0%) the first year of repayment and 2.5% fixed for the remaining loan term. Funds may be used as outlined in the existing EDA RLF plan, for the purpose of financing building construction, conversions, expansions, acquisition of land, buildings, machinery, equipment, supplies and materials or in particular cases of supplying working capital where it is deemed necessary by the RLF Committee for the City of Columbia.

In addition to the aforementioned allowable uses, loans provided under the Resilient Columbia CARES Act Revolving Loan Fund may include, but are not limited to, the development of crisis management plans, COVID-19 testing for employees; employee safety training on providing a safe and sanitary work environment to prevent the spread of COVID-19; needed modifications to business operations and facilities to accommodate social distancing; purchasing of personal protective equipment, cleaning supplies and materials or service; inventory; technology to assist with e-commerce and scheduling; and instructional signage.

For this new award, the City of Columbia will file ED-209 and loan lists according to the existing attached Plan. During the performance period of the award (disbursement phase), additional reporting is required:

1. Performance Progress Reports as described starting on Page 3 of the Specific Award Conditions

Attachment: O-2020-079 adopt CARES Act Revolving Loan Plan (6164 : Ordinance No.: 2020-079 adopt Revolving Loan Fund (RLF) Plan for

2. Federal Financial Reports (SF-425) as described starting on page 5 of the Specific Award Conditions

The EDA flexibilities allowed under this award also includes waiving the following three variances in paragraph 12 of the Specific Award Conditions:

1. Minimum interest rate for RLF loans (13 CFR 307.15(b)(1))
2. Requirement for RLF loans to leverage additional capital (13 CFR 307.15(c))
3. Requirement to document evidence demonstrating that credit is not otherwise available (13 CFR 307.11(a)(1)(ii)(H))

These three waivers apply only during the disbursement phase or for two years, whichever comes first:

To make credit more quickly and easily available to borrowers impacted by COVID-19 under the Resilient Columbia CARES Act Revolving Loan Fund, the City of Columbia will

- Waive the application fee ($100.00) and credit check fee ($19.00);
- Waive the loan origination Fee (1% of total amount borrowed);
- Review individual credit worthiness and when necessary, waive the minimum credit score of 600;
- Review minimum collateral requirements when necessary and assess assets on a case by case basis;
- Set loan interest rates at zero percent (0%) for the first year, then 2.5 percent (2.5%) fixed for the remaining term of the loan;
- Current CRLF Loan recipients in good standing are eligible for additional funding under the Resilient Columbia CARES Act Revolving Loan Fund at the discretion of the CRLF Committee;
- Encourage bank participation but not required; and
- Streamline the application process and documentation required for consideration.

The attached draft loan application and check list will serve as the application for the Resilient Columbia CARES Act Revolving Loan Fund. The application and documentation required will be at the discretion of the Office of Business Opportunities Director and Loan Officer(s) and specifically replace any requirements in Section 8.5 (6 -7) on page 3, Section 8.7 (1-2) on page 5, Section 8.9 (1-5) on pages 6-7, Section 8.10 (3-5) on pages 7-8, Section 8.18 (1b., 3-6) on pages 11-13) of the existing plan as allowed by the above Specific Award Conditions and administration flexibility granted by EDA. Due to economic injury experienced by our small business community and urgency in providing this financing, the materials required for this new fund have been modified to accommodate variances due to the pandemic.

All other terms and conditions that are not hereby included are to remain in full force and effect unless allowed by EDA or CARES Act regulatory changes.

Attachment: O-2020-079 adopt CARES Act Revolving Loan Plan (6164 : Ordinance No.: 2020-079 adopt Revolving Loan Fund (RLF) Plan for

City of Columbia
Office of Business Opportunities
1401 Main Street, 4th Floor
Columbia, South Carolina 29201
(803) 545-3950

Resilient Columbia CARES Act Revolving Loan Application

For Office Use Only:
SIC CODE _____
Council Dist _____
Zoning _____
Date Received _____
OBO Staff Initials

Company Name: _____ Date Established: _____
(Please Print)
Street Address: _____ Federal Tax ID#_____

City: _____ State: _____ Zip: _____

Telephone: _____ Fax: _____ E-mail: _____

Form of Ownership: Sole Proprietor___ Corporation___ Partnership___ Type of Business _____

Are you currently a party to any lawsuits or pending lawsuits?_____

Are you currently in or have you ever been in bankruptcy?_____

Please note credit score will be evaluated in application process and considered on a case by case basis. Up to two credit reports may be required for score verification.

OWNERSHIP INFORMATION *(List below all owners and officers, directors, partners, with 20% or more total stock)*

Owner(s) Name (Please Print) *Social Security #(Required)* *%Ownership* *Title* *# Years with Company*

_____

_____

PRINCIPAL OFFICER (S)/MANAGER (S)

Name *Title* *# Years with Company*

_____

_____

Is this business a Start-up or seeking an Expansion? _____
If this is an Expansion, what is the current number of employees? _____ (Upon approval, a detailed demographic report will be required)

What is the projected number of new employees after start-up or expansion? _____

What type of Business Insurance do you currently have?_____

Current Financial Institution(s) *Contact Person* *Phone #*

_____

_____

SOURCES OF TOTAL PROJECT COST

Total Projected Cost: (*List detail on reverse)* $_____ *(This should equal the three (3) sources listed below.)*

Owner Funds: $_____ Bank Loan: $_____ City Loan: $_____

Purpose of Loan (s): _____

Target Date for Loan (s): _____

Applicant Representatives' name, address & phone:

Bank contact: _____

Attorney:_____

Accountant: _____

CONSTRUCTION PROJECTS ONLY COMPLETE THIS SECTION

Is this a construction project? _____

Please attach the following information to this application for all construction projects, including remodeling and up-fit:

_____ Plans and Specifications of Proposed Construction
_____ Architectural and Engineering Drawings of Proposed Construction
_____ Detailed Construction Estimate from a Contractor to Include all Costs

DRAFT

Attachment: O-2020-079 adopt CARES Act Revolving Loan Plan (6164 : Ordinance No.: 2020-079 adopt Revolving Loan Fund (RLF) Plan for

Estimated Costs of Proposed Project:

Land Acquisition	$_____
New Building Construction	$_____
Land & Building Acquisition	$_____
Acquisition of Machinery/Equipment	$_____
Inventory Purchase	$_____
Working Capital	$_____
Acquisition of Existing Business	$_____
Debt Reduction	$_____
Space Upfit	$_____
Other: _____	$_____
Total Estimated Project Amount	$_____
Owner Funds to be used in Project	$_____
Estimated Loan Amount Requested	$_____

Please explain below how these funds will be used to "prevent, prepare for, and respond to the coronavirus, this may include necessary expenses for responding to economic injury resulting from the pandemic.

_____
_____
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_____

Conflict of Interest and Disclosure Certification Attached: ☐ Yes ☐ No

Important Note: All recommended loan applications will be presented and reviewed by the Commercial Revolving Loan Fund Committee for approval.

Additional information other than that listed above may be required by the City of Columbia depending on the nature of the loan request.

I/We hereby certify that the above information is a true and accurate description of the facts as of this date.

Name: _____ Title: _____ Date: _____

Name: _____ Title: _____ Date: _____

(If more signatures are required, please use space below)

Name: _____ Title: _____ Date: _____

Name: _____ Title: _____ Date: _____

DRAFT

Attachment: O-2020-079 adopt CARES Act Revolving Loan Plan (6164 : Ordinance No.: 2020-079 adopt Revolving Loan Fund (RLF) Plan for

We Are Columbia

Office of Business Opportunities, 1401 Main St, 4th Floor, Columbia, SC 29201 • Phone: 803-545-3950 • Fax: 803-255-89

Attachment: O-2020-079 adopt CARES Act Revolving Loan Plan (6164 : Ordinance No.: 2020-079 adopt Revolving Loan Fund (RLF) Plan for

Resilient Columbia CARES Act Revolving Loan Fund

Expedited Loan Documentation Checklist

In order to evaluate your loan request, you are required to submit the following documentation at the time of application. Please check all items, sign, date and return with application.

___**Complete Resilient Columbia RLF Loan application**

___ **City of Columbia Business License**

___ **Business Plan or Narrative of the Business –** Information will be used to verify applicant's knowledge of the business & industry, current business goals, reasons the goals are attainable, and plans for reaching those goals.

___ **Business Cash Flow Projections for 12 months –** can be based on the business plan, a standard template is available on the OBO website at www.columbiasc.gov/obo/commercialloans

Please check one:

___ **Startup Business** - *Startup Balance Sheet*, a standard template is available on the OBO website at www.columbiasc.gov/obo/commercialloans

___ **Existing Business** - *Balance Sheet and Income Statements for Past Two (2) Fiscal Years*, not less than 60 days old

___ **Two (2) Most Recent Years Tax Returns (Personal and Business)** with all schedules and W-2's for all filers.

___ **Signed and Dated Personal Financial Statement (PFS)** to indicate whether principal has financial strength outside of business, a standard template is available on the OBO website at www.columbiasc.gov/obo/commercialloans.

___ **Two Most Recent Bank Statements (Personal and Business)**

___ **Resume of Applicant(s)**

___ **Copy of Drivers' License or Other Government Issued Photo ID for all Applicants**

_____ _____

Applicant Signature Date

_____ _____

Applicant Signature Date

DRAFT

We Are Columbia

MEETING DATE: **September 15, 2020**

DEPARTMENT: **Legal Department**

FROM: ***Shari Ardis, Legal Office Manager***

SUBJECT: **Ordinance No.: 2020-080 Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 2, Administration, Article III, Directors, Departments and Employees, Sec. 2-127 Director of municipal court/administrative municipal court judge; Chapter 13, Municipal Court, Sec. 13-2 Administrative municipal court judge and municipal court judges; add Sec. 13-6. Court administrator, and renumber sections**

FUNDING SOURCE & ORIGINAL BUDGET:

FOCUS AREAS: **Innovative & High Quality Municipal Services, Planning Together**

PURPOSE:

First reading approval was given on September 1, 2020.

ATTACHMENTS:

- 2020-080 amend Sec 2-127 Director of municipal court Ch 13 Municipal Court (PDF)

HISTORY:

09/01/20	**Columbia City Council**	**APPROVED ON FIRST READING.**

LEGAL DEPARTMENT
Attachment: 2020-080 amend Sec 2-127 Director of municipal court Ch 13 Municipal Court (6171 : Ordinance No.: 2020-080 amend Sec 2-127

ORDINANCE NO.: 2020-080

Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 2, Administration, Article III, Directors, Departments and Employees, Sec. 2-127 Director of municipal court/administrative municipal court judge; Chapter 13, Municipal Court, Sec. 13-2 Administrative municipal court judge and municipal court judges; add Sec. 13-6. Court administrator, and renumber sections

BE IT ORDAINED by the Mayor and Council this ____ day of _____, 2020, that the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 2, Administration, Article III, Directors, Departments and Employees, Sec. 2-127 Director of municipal court/administrative municipal court judge; Chapter 13, Municipal Court, Sec. 13-2 Administrative municipal court judge and municipal court judges are hereby amended; and Sec. 13-6. Court administrator is hereby added and proceeding sections are renumbered to read as follows:

Sec. 2-127. Director of municipal court/administrative municipal court judge.
The administrative municipal court judge is appointed by City Council, per sec. 13-2. The director of municipal court, subject to the city manager, shall have administrative supervision over the activities relating to municipal court administration, and city records management and shall perform such additional duties as may be assigned by the city manager. Council may elect to have the administrative municipal court judge perform both functions, in which case the administrative municipal court judge shall also have administrative supervision over the activities relating to municipal court administration, and city records management and shall perform such additional duties as may be assigned by the city manager.

Sec. 13-1. Establishment of municipal court.
There is hereby established a municipal court for the city pursuant to S.C. Code 1976, § 14-25-5.

Sec. 13-2. Administrative municipal court judge and municipal court judges.
The court shall be presided over by an administrative municipal judge and by one or more municipal judges, who shall be appointed by the city council for a term fixed by the city council of not less than two years but not more than four years and shall continue to serve beyond the appointed term until a successor is appointed and qualified.
(a) The administrative municipal court judge shall be an attorney who is a member in good standing with the South Carolina Bar. The administrative municipal court judge shall, on a weekly basis, preside over various terms and sessions of court, jury and non-jury matters; schedule and assign other municipal judges to various terms and sessions of court; cause all ~~necessary administrative or other filing or~~ reporting requirements of the South Carolina Supreme Court or South Carolina Court Administration be properly and timely prepared and submitted; direct and oversee the judicial and administrative duties of the municipal court; and establish, review and revise the procedures of the court. All such duties shall be exercised in accordance with state law and municipal ordinances, rules and regulations. ~~The administrative municipal court judge, subject to city manager, shall exercise general supervisory control over the municipal court department and all municipal court employees. The administrative municipal court judge shall monitor all court operations and procedures, maintain court records, dockets, recordings and transcripts, maintain liaison with all municipal judges and perform such additional duties as may be required by law.~~
(b) Municipal judges shall be attorneys at law appointed by the city council to preside over terms of municipal court set by the administrative municipal court judge. Judges may be full-time or part-time as determined by the council.

Sec. 13-3. Rules and regulations.
The administrative municipal judge shall have power to make such rules and regulations, not inconsistent with state laws and city ordinances, for the conducting of the business of the municipal court, as may be necessary for the dispatch of the court, the preservation of order and the furtherance of public justice.

Sec. 13-4. Assessment of costs.
The municipal judge of the city may assess certain charges as the costs of court on defendants convicted, or dismissed through leniency.

Sec. 13-5. Installment payment of fines.
The judge of the municipal court may authorize the payment of fines in installments in such cases and upon such terms as the municipal judge, in his discretion, deems appropriate.

Sec. 13-6. Court administrator.
The municipal court administrator, subject to the city manager, shall exercise general supervisory control over the municipal court department and all municipal court employees, to include the clerks of the court, personnel of the violations bureau, bailiffs and all secretaries. He shall monitor all court operations and procedures, maintain court records, dockets, recordings and transcripts, maintain liaison with all municipal judges and perform such additional duties as may be required by law or assigned to him by the city manager.

Sec. 13-~~6~~7. Ministerial recorder.
The city council hereby establishes the office of ministerial recorder. Ministerial recorders shall be elected from time to time by the council and shall serve at its pleasure or until the office is vacated when employment with the city is terminated. The compensation of ministerial recorders shall be fixed by the city council. Ministerial recorders of the city shall perform the powers provided by law and shall be subject to supervision of the court administrator. Ministerial recorders shall not be law enforcement officers but may hold any other position under the court administrator.

Sec. 13-~~7~~8. Clerk of court.
Pursuant to South Carolina Code Sec., 14-25-35, the municipal clerk or other municipal employee may be appointed to serve as clerk of the court. The clerk of the court shall keep such records and make such reports as may be determined by the State Court Administrator.

Sec. 13-~~8~~9. Juror compensation.
Municipal court jurors shall receive compensation of $10.00 per day and $5.00 for mileage per day.

This ordinance is effective as of final reading.

Requested by:

City Manager _____ _____
Mayor

Approved by:

_____
City Manager

Approved as to form: ATTEST:

T. A. Knox

_____ _____
City Attorney City Clerk

Introduced:
Final Reading:

Last revised: 8/24/2020
18002501

LEGAL DEPARTMENT
Attachment: 2020-080 amend Sec 2-127 Director of municipal court Ch 13 Municipal Court (6171 : Ordinance No.: 2020-080 amend Sec 2-127

We Are Columbia

MEETING DATE: **September 15, 2020**

DEPARTMENT: **Legal Department**

FROM: ***Shari Ardis, Legal Office Manager***

SUBJECT: **Ordinance No.: 2020-076 Repealing Ordinance No.: 2014-079 Granting an encroachment to Kenzil F. Summey and Alison Renee Lee for placement and maintenance of a steel Palmetto tree with concrete foundation within the sidewalk right of way area of the northern side of the 500 block of Lady Street adjacent to 1313 Pulaski Street, Richland County TMS #08912-04-01**

FUNDING SOURCE & ORIGINAL BUDGET:

FOCUS AREAS: **Empowering Our Residents**

PURPOSE:

The property owner is removing a private art project; therefore, the encroachment is no longer needed.

ATTACHMENTS:

- 2020-076 repeal 2014-079 encroach Lee Building 1313 Pulaski at 500 blk Lady (PDF)

LEGAL DEPARTMENT - LEGISLATIVE
Attachment: 2020-076 repeal 2014-079 encroach Lee Building 1313 Pulaski at 500 blk Lady (6168 : Ordinance No.: 2020-076 repeal Ordinance

ORDINANCE NO.: 2020-076

Repealing Ordinance No.: 2014-079 Granting an encroachment to Kenzil F. Summey and Alison Renee Lee for placement and maintenance of a steel Palmetto tree with concrete foundation within the sidewalk right of way area of the northern side of the 500 block of Lady Street adjacent to 1313 Pulaski Street, Richland County TMS #08912-04-01

WHEREAS, by Ordinance No.: 2014-079 enacted on August 5, 2014 City Council approved Kenzil F. Summey and Alison Renee Lee (hereinafter "Grantees") use of a portion of the sidewalk right of way area of the northern side of the 500 block of Lady Street adjacent to 1313 Pulaski Street, Richland County TMS #08912-04-01, for installation and maintenance of a steel Palmetto tree approximately nine (9') feet six (6") inches in height with a concrete base approximately four (4') feet six (6") inches in diameter and a metal protective barrier approximately four (4') feet six (6") inches in diameter and three (3') feet in height; and,

WHEREAS, Grantees desire to have said Ordinance repealed as they no longer desire the use of the right of way area; NOW, THEREFORE,

BE IT ORDAINED by the Mayor and City Council of the City of Columbia, South Carolina, this ___ day of _____, 2020 that the privileges heretofore granted by Ordinance No.: 2014-079 enacted on August 5, 2014 granting an encroachment Kenzil F. Summey and Alison Renee Lee (hereinafter "Grantees") use of a portion of the sidewalk right of way area of the northern side of the 500 block of Lady Street adjacent to 1313 Pulaski Street, Richland County TMS #08912-04-01, for installation and maintenance of a steel Palmetto tree approximately nine (9') feet six (6") inches in height with a concrete base approximately four (4') feet six (6") inches in diameter and a metal protective barrier approximately four (4') feet six (6") inches in diameter and three (3') feet in height is hereby repealed.

Requested by:

Assistant City Manager Gentry

_____
Mayor

Approved by:

_____
City Manager

Approved as to form:
T. A. Knox

_____
City Attorney

ATTEST:

_____
City Clerk

Introduced:
Final Reading:

Last revised: 8/21/2020
20006343

Ardis, Shari L

From: ksummey@sc.rr.com
Sent: Friday, August 21, 2020 9:17 PM
To: Ardis, Shari L
Cc: 'Alison Summey'
Subject: [EXTERNAL] RE: Repeal 1313 Pulaski Street Encroachment Ordinance

Importance: High

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

To Whom It May Concern:
I approve the submission of the attached document to the City Council to repeal the encroachment ordinance granted to us in 2014 for the placement of a steel palmetto tree on the site designated in the ordinance. Thank you to the City Council and other city officials who assisted us in this effort. You were most helpful and cooperative.
Sincerely,
Kenzil and Alison Summey

From: Ardis, Shari L <Shari.Ardis@columbiasc.gov>
Sent: Friday, August 21, 2020 10:34 AM
To: ksummey@sc.rr.com
Subject: Repeal 1313 Pulaski Street Encroachment Ordinance

As we discussed by phone this morning I just need your approval to submit the attached to City Council to repeal the encroachment ordinance granted in 2014 for the palmetto tree.

If you could reply by the first of next week with your confirmation I will submit it for first reading on the September 15th agenda.

Thank you!

Shari Lynn Ardis
Office Manager
City Attorney's Office
Post Office Box 667
Columbia, South Carolina 29202
(p) 803-737-4242
(f) 803-737-4250
(c) 803-728-7241
shari.ardis@columbiasc.gov

Think before you print

Confidential and Privileged: *Unless otherwise indicated or obvious from the nature of the communication, the information contained herein may be privileged Attorney-Client communication exempt from disclosure under South Carolina Freedom of Information Act pursuant to Section 30-4-40(a)(4)&(7), 1976 S.C. Code Ann. The communication is intended for the use of the individual or entity named above. If the reader of this transmittal is not the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited.*

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

Attachment: 2020-076 repeal 2014-079 encroach Lee Building 1313 Pulaski at 500 blk Lady (6168 : Ordinance No.: 2020-076 repeal Ordinance

We Are Columbia

MEETING DATE: **September 15, 2020**

DEPARTMENT: **Legal Department**

FROM: ***Shari Ardis, Legal Office Manager***

SUBJECT: **Ordinance No.: 2020-090 Granting an encroachment to Richard Ladson and Jeanette Ladson for the use of the right of way area of the 700 block of Abelia Road for the installation and maintenance of a garden wall, landscaping, and irrigation adjacent to 701 Abelia Road and 3827 Devine Street, Richland County TMS#13808-10-11**

FUNDING SOURCE & ORIGINAL BUDGET:

FOCUS AREAS: **Empowering Our Residents, Enhancing Columbia's Neighborhoods, Innovative & High Quality Municipal Services, Planning Together**

ATTACHMENTS:

- 2020-090 encroach 701 Abelia Road (PDF)

LEGAL DEPARTMENT
Attachment: 2020-090 encroach 701 Abelia Road (6189 : Ordinance No.: 2020-090 encroach 701 Abelia Road (Ladson))

ORDINANCE NO.: 2020-090

Granting an encroachment to Richard Ladson and Jeanette Ladson for the use of the right of way area of the 700 block of Abelia Road for the installation and maintenance of a garden wall, landscaping, and irrigation adjacent to 701 Abelia Road and 3827 Devine Street, Richland County TMS#13808-10-11

WHEREAS, Richard Ladson and Jeanette Ladson (hereinafter "Grantees") desire to utilize a portion of the right of way area of the 700 block of Abelia Road adjacent to 701 Abelia Road and 3827 Devine Street, Richland County TMS#13808-10-11, for the installation and maintenance of a concrete wall measuring approximately eighteen (18") inches in height approximately fifty-five (55') feet in length, landscaping and irrigation, as shown on the attached drawings; and,

WHEREAS, it appears that the encroachment will not interfere with the use of the medians or street for traffic, utility locations or other uses within the foreseeable future; NOW, THEREFORE,

BE IT ORDAINED by the Mayor and City Council of the City of Columbia, South Carolina, this __ day of _____, 2020, that Grantees are hereby granted the right to use the right of way areas of the 700 block of Abelia Road adjacent to 701 Abelia Road and 3827 Devine Street, Richland County TMS#13808-10-11, for the installation and maintenance of a concrete wall measuring approximately eighteen (18") inches in height approximately fifty-five (55') feet in length, landscaping and irrigation, as shown on the attached drawings.

PROVIDED FURTHER that all work shall comply with the requirements of The City of Columbia, South Carolina Department of Transportation (SCDOT) and Federal Emergency Management Agency (FEMA) now in existence or hereafter enacted. The materials and type of finish to be used are to be approved by the City Engineer prior to installation. Any damage to the street or sidewalk caused by construction shall be repaired to the satisfaction of the City Manager. Improvements within the encroachment shall be maintained by the Grantees at no cost to the City in a manner approved by the City Manager; and,

PROVIDED FURTHER that the privilege granted hereby may be modified or terminated by Columbia City Council at any time without notice to the Grantees, their successors and assigns; and,

PROVIDED FURTHER that a certificate of insurance be issued as evidence of general liability insurance with at least the minimum amount of $600,000.00 for personal injury and property damage and naming the City as an insured, be provided to and filed annually with the City Clerk by Grantees, their successors and assigns, as required by Chapter 11, Licenses, Permits, Business Regulations, Article III, Contractors, Sec. 11-71, 1998 Code of Ordinances of the City of Columbia, South Carolina.

PROVIDED FURTHER that the privilege granted hereby is subject to the Grantees complying with the following conditions, restrictions or limitations:

1. No item, including landscaping, shall be placed, planted or allowed to grow such that it creates a visual impediment to persons safely entering or exiting the driveway or to persons safely walking along the sidewalk. The City reserves the right to remove or cut any item located within the right of way which it deems to be a safety hazard.
2. Grantees are responsible for all maintenance and assuring that all accessibility and ADA requirements are met and maintained.
3. Landscaping to be maintained by property owner.
4. Existing irrigation should not spray walkways, sidewalks and streets and/or creating hazardous conditions upon the walkways, sidewalks and streets.

5. Obstructions of more than be four (4') feet in height are prohibited within the sight-visibility triangle.

6. Forestry and Beautification shall be provided access to trees within the right of way for maintenance purposes.

7. All trees shall be protected and no large tree roots shall be removed from any existing trees.

BE IT FURTHER ORDAINED that Grantees, in consideration of the above privilege, shall at their expense provide for protection and relocation of all utilities that might be within this area to the satisfaction of the City Manager.

Requested by:

Assistant City Manager Gentry

_____
Mayor

Approved by:

_____
City Manager

Approved as to form:

T. A. Knox

_____
City Attorney

ATTEST:

_____
City Clerk

Introduced:
Final Reading:

Attachment: 2020-090 encroach 701 Abelia Road (6189 : Ordinance No.: 2020-090 encroach 701 Abelia Road (Ladson))

CITY COUNCIL
ENCROACHMENT SUMMARY
2020-090

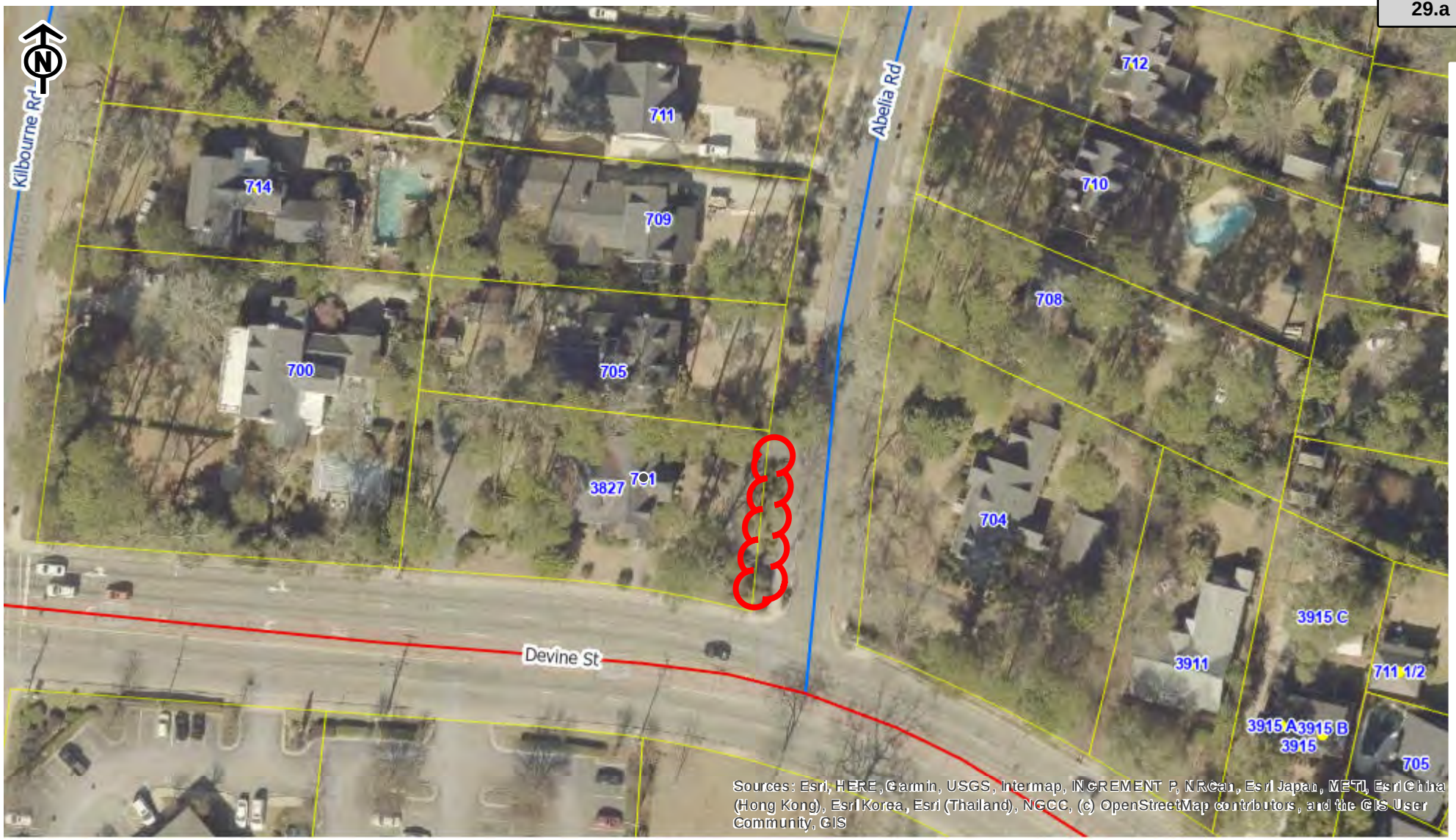
700 BLOCK OF ABELIA ROAD
ADJACENT TO 701 ABELIA ROAD AND 3827 DEVINE STREET
GARDEN WALL

Subject Property:	Right-of-way adjacent to 701 Abelia Road
Council District:	4
Proposal:	The applicant is requesting an encroachment for installation and maintenance of a garden wall
Applicant:	Richard and Jeanette Ladson
Staff Recommendation:	Approval.

Detail:	The applicant is requesting an encroachment for installation and maintenance of a concrete wall measuring approximately eighteen (18”) inches in height approximately fifty-five (55’) feet in length, landscaping and irrigation, as shown on the attached drawings; and, Conditions of the proposed encroachment are as follows: 1. No item, including landscaping, shall be placed, planted or allowed to grow such that it creates a visual impediment to persons safely entering or exiting the driveway or to persons safely walking along the sidewalk. The City reserves the right to remove or cut any item located within the right of way which it deems to be a safety hazard. 2. Grantee is responsible for all maintenance and assuring that all accessibility and ADA requirements are met and maintained. 3. Landscaping to be maintained by property owner. 4. Existing irrigation should not spray walkways, sidewalks and streets and/or creating hazardous conditions upon the walkways, sidewalks and streets. 5. Obstructions of more than be four (4') feet in height are prohibited within the sight-visibility triangle. 6. Forestry and Beautification shall be provided access to trees within the right of way for maintenance purposes. 7. All trees shall be protected and no large tree roots shall be removed from any existing

CITY AGENCY COMMENTS FOR ENCROACHMENT	
Planning	Recommend approval.
Streets	Recommend approval.
Utilities and Engineering	Recommend approval .
Traffic Engineering	Recommend approval.
Forestry	Recommend approval.
Land Development	Recommend approval.
Fire	Recommend approval.

Attachment: 2020-090 encroach 701 Abelia Road (6189 : Ordinance No.: 2020-090 encroach 701 Abelia Road (Ladson))



701 Abelia St.

City of Columbia

This map was prepared using the City GIS Viewer:

City of Columbia - GIS Division
Tuesday, June 30, 2020

Address Point
- Active
- Vacant
- Tax Parcel

Street & Ownership
- Interstate
- Highway
- City Maintained
- State Maintained
- Private
- Others
- Red: Band_1
- Green: Band_2
- Blue: Band_3

0 0.01 0.02 0.0

CITY OF COLUMBIA
GIS DATA DISCLAIMER:
The City of Columbia GIS data represented on this map or plan is the product of the compilation of data produced by others. It is provided for 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

Attachment: 2020-090 encroach 701 Abelia Road (6189 : Ordinance No.: 2020-090 encroach 701 Abelia

REQUEST FOR A PERMANENT RESIDENTIAL OR CHURCH DIRECTIONAL SIGNS ENCROACHMENT ORDINANCE

For a continuing encroachment on any type of property in which the City has an interest (i.e., rights of way, tree zone, sidewalk, streets), the person or entity is required to have an encroachment ordinance enacted by City Council permitting the encroachment. Encroachment ordinances are required for but not limited to: irrigation systems; landscaping; fencing; walls; pavers; walkways; outdoor dining items (chairs, tables, umbrellas, etc.); awnings; bollards and directional signs (i.e., churches) *Business signs are* ***NOT*** *permitted via an encroachment. An encroachment must comply with all existing City codes, rules and regulations, the Americans with Disabilities Act, if applicable, and is subject to review and approval by City staff. Enactment of the encroachment ordinance by a majority vote of City Council, which is a discretionary legislative act, is also required. In order to obtain an encroachment ordinance from the City of Columbia, it will be necessary for the City of Columbia to be named as an additional insured on your homeowners' policy with limits being increased to $600,000 as required by Sec. 11-71. It is recommended that you contact your insurance provider to determine if it will name the City of Columbia as an additional insured prior to submitting your request for an encroachment ordinance. If you have any questions concerning these requirements, please contact Chip Timmons with Risk Management.*

Please complete and submit this form along with any attachment(s) to Shari Ardis by e-mail at slardis@columbiasc.net ; fax at 803-737-4250; **or** mail to Shari Ardis, Legal Department, POB 147 Columbia, SC 29217, for preparation of an encroachment ordinance. Copies to City departments should be directed to the contact person for that department as shown below and not through the Legal Department. Chip Timmons with Risk Management (733-8306 or catimmons@columbiasc.net) should be contacted regarding the insurance requirements.

Date: Property Owner: RICHARD S. LADSON & JEANETTE C. LADSON

Applicant's Name if different from Property Owner: SAME

Contact Information: Telephone Number: 571-612-0656 Fax Number: N/A

Mailing address: SAME AS BELOW E-mail address: rsladson@yahoo.com

Encroachment Location (Address): 701 ABELIA RD. COLUMBIA S.C. 29205

(If corner lot, include name and block number of side street, i.e., 1737 Main Street and 1100 block of Laurel Street)

Tax Map Number for Encroachment Location: BOOK 2457 - 2509

==========

Encroachment type: ✓ Wall ___Fence ___Columns ___Steps ___Irrigation System ___Landscaping ___Driveway ____Pavers

____ Walkway/Side walk ___Underground Utilities ____other

If Other - specify: 18" HIGH GARDEN WALL - REPLACE EXISTING -

Dimensions (height/width/length): THE EXISTING CMU WALL IS APPOX. 14" H x 55'± W/RETURN

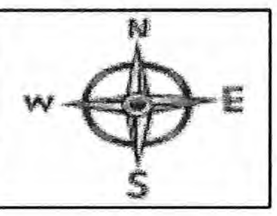
(i.e., 6'x42' wooden privacy fence; two 12"x4' concrete step; two 12"x12" x24" brick columns; 4'x15' brick paver walkway)

Construction material: BRICK

Please provide photographs and drawing or site plan ***drawn to scale*** - no larger than 8-1/2 x 11.

==========

_____ **Church Directional Signs** (Must provide picture or drawing of proposed signs that reflect dimensions)

Location(s) signs are to be placed (i.e. Northeast corner of Main Street) _____	

All work shall comply with the requirements of The City of Columbia and South Carolina Department of Transportation now in existence or hereafter enacted. The materials and type of finish to be used are to be approved by the City Engineer prior to installation. Any damage to the street or sidewalk caused by construction shall be repaired to the satisfaction of the City Manager. Improvements within the encroachment shall be maintained by the grantee at no cost to the City in a manner approved by the City Manager.

The proposed ordinance will be sent to the requesting party and City offices for review and approval. Johnathan Chambers will compile the recommendations and forward them to the City Clerk for scheduling before City Council. This process may take from 30-90 days.

CONTACT	DEPARTMENT	PHONE	FAX	E-MAIL
Johnathan Chambers	Development Services (Land Development)	803-545-3333	803-255-8935	jechambers@columbiasc.net
John Fellows	Development Services (Planning)	803-545-3222	803-733-8647	jsfellows@columbiasc.net
Rachel Bailey	Development Services (Zoning)	803-545-3332	803-733-8647	rlbailey@columbiasc.net
Jerry Thompson	Development Services (Building Inspections)	803-545-3420	803-733-8699	jlthompson@columbiasc.net
Tori Salvant	Development Services (Development Center)	803-545-3420	803-733-8699	tcsalvant@columbiasc.net
Amy Moore	Development Services (Historic Preservation)	803-545-3222	803-733-8647	aemoore@columbiasc.net
Lucinda Statler	Development Services (Urban Design)	803-545-0229	803-733-8647	lsstatler@columbiasc.net
Todd Beiers	Development Services (Commercial Plan Review)	803-545-3420	803-733-8647	tfbeiers@columbiasc.net
Scott Holder	Development Services (Landscaping)	803-545-3218	803-255-8935	jsholder@columbiasc.net
Denny Daniels	Utilities & Engineering (Construction Management)	803-545-3400	803-988-8199	jddaniels@columbiasc.net
Robert Anderson	Public Works (Administration)	803-545-3780	803-733-8648	raanderson@columbiasc.net
Robert Sweatt	Public Works (Street Division)	803-545-3790	803-545-3785	rgsweatt@columbiasc.net
David Brewer	Public Works (Traffic Engineering)	803-545-3850	803-733-8648	ddbrewer@columbiasc.net
Caleb King	Public Works (Forestry & Beautification)	803-545-3860	803-733-8648	cdking@columbiasc.net
John Hooks	Public Works (Solid Waste)	803-545-3800	803-733-8648	jphooks@columbiasc.net
Chip Timmons	Risk Management	803-733-8306	803-733-8245	catimmons@columbiasc.net
Kris Scott	Fire Department	803-545-3736	803-401-8839	cfdkdscott@columbiasc.net
Linda Matney	Parking Services	803-545-3070	803-733-8523	lsmatney@columbiasc.net

LR: 1/2017

Attachment: 2020-090 encroach 701 Abelia Road (6189 : Ordinance No.: 2020-090 encroach 701 Abelia Road (Ladson))

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THIS SURVEY IS NOT VALID WITHOUT AN ORIGINAL SIGNATURE.

DEVINE STREET
(Formerly Gamers Ferry Road)
(US Highway No.'s 76 & 378)
(Right of Way Varies)

Wood Fence (Typ.)
Concrete (Typ.)
A.C.
34.9'
45.9'
C1
1-1/2 STORY BRICK VENEER DUPLEX
Brick Walk
Porch
54.3'
Screened in Porch
#3827 DEVINE ST.
#701 ABELIA RD.
Chain-link Fence (Typ.)
Column 1.5' Outs
Prop. Line
Porch
12.6'
S81°22'14"E
198.27'
Brick Wall (Typ.)
62.6'
0.44 ACRE
Overhead Utility Line (Typical)
Asphalt Driveway
Catch Basin (Filled w/ Debris)
"X" in Conc. (n)
99.34'
S8°41'05"W
1" Pinch Top (o)
N8°04'39"E
70.31'
Conc. Curb & Gutter (Typ.)

NOW OR FOR
Alberto L.
Catherine B.
TMS#13808-1

11
10

701 ABELIA ROAD

AREA OF EXISTING GARDEN WALL

Book 2457-2509
2019095549 12/30/2019 11:04:42:030
Fee: $25.00 County Tax: $0.00
Plat Oversized 11 x 17
State Tax: $0.00
2019095549 John T. Hopkins II Richland County R.O.D

SOUTH CAROLINA REGISTERED LAND SURVEYOR
JEFFERY E. EDMONSTON
29121

Easements and/or restrictions may exist on the subject property which are not shown hereon.

PLAT
PREPARED FOR

RICHARD S. LADSON

RICHLAND COUNTY, COLUMBIA, S.C.

THE SAME BEING COMPOSED OF PORTIONS OF LOTS 10 AND 11, BLOCK NO. 16, ON A PLAT OF SUBDIVISION OF BELONGING TO M.C. HEATH, ESQ., BY TOMLINSON ENGINEERING COMPANY, DATED JANUARY 7, 1932, AND REC OFFICE OF THE REGISTER OF DEEDS FOR RICHLAND COUNTY IN PLAT BOOK "G", PAGES 17-18. REFERENCE I TO RICHLAND COUNTY DEED BOOK 2138, PAGE 902.

EXEMPTION FROM REVIEW PROCESS
This plat is a SURVEY of an existing lot of record with no ~~changes to~~ existing lot lines.
X _____
(Registered Surveyor)
Printed Name: JEFFERY E. EDMONSTON
License#: 29121

SEPTEMBER 20, 2019

1" = 30'

0' 15' 30' 60'

COX AND DINKINS
ENGINEERS - SURVEYORS

COX AND DINKINS, INC.
724 BELTLINE BLVD.
COLUMBIA, SOUTH CAROLINA 29205
803-254-0518 Fax: 803-765-0993
Email: cdinc@coxanddinkins.com

I hereby state that ... professional knowled... belief, the survey sh... accordance with the ... Standards of Practic... South Carolina, and ... requirements for a ... specified therein; als... encroachments or p... shown.

_____
PROF. LAND SU...
JE...

Attachment: 2020-090 encroach 701 Abelia Road (6189 : Ordinance No.: 2020-090 encroach 701 Abelia Road (Ladson))

Attachment: 2020-090 encroach 701 Abelia Road (6189 : Ordinance No.: 2020-090 encroach 701 Abelia

We Are Columbia

MEETING DATE: **September 15, 2020**

DEPARTMENT: **Planning and Development Services**

FROM: ***Krista Hampton, Director***

SUBJECT: **ANNEXATION AND ZONING MAP AMENDMENT for 166 Riding Grove Road(p); TMS# 28900-01-19(p)**

FUNDING SOURCE & ORIGINAL BUDGET:

CLEAN WATER 2020?: **Yes**

PURPOSE:

Ordinance No.: 2020-082 Annexing 166 Riding Grove Road, Richland County TMS #28900-01-19(p)

Council District:4

Proposal: Request to annex the property and assign zoning of Planned Unit Development - Residential District (PUD-R). The property is currently classified as Neighborhood (Medium Density) and zoned PDD by Richland County.

Applicant: Woodcreek Development, LLC

Staff Recommendation: Approval

PC Recommendation: 07/13/2020; Approval (7-0)

ATTACHMENTS:

- ANNEX-2020-0015_RidingGrove166_ZPH (PDF)
- 2020-082 annex 166 Riding Grove (PDF)

CITY COUNCIL

September 15, 2020 at 2:00pm
Virtual Meeting Using Video Conferencing Technology, Columbia, SC

ANNEXATION AND ZONING MAP AMENDMENT CASE SUMMARY
166 Riding Grove Road(p); TMS# 28900-01-19(p)

Council District:	4
Proposal:	Request to annex the property and assign zoning of Planned Unit Development - Residential District (PUD-R). The property is currently classified as Neighborhood (Medium Density) and zoned PDD by Richland County.
Applicant:	Woodcreek Development, LLC
Staff Recommendation:	Approval
PC Recommendation:	07/13/2020; Approval (7-0)
ZPH, 1st Reading:	09/15/2020; Pending
2nd Reading:	10/06/2020; Pending

CURRENT PARCEL CHARACTERISTICS/CONDITIONS

Acreage: 2.03 acres
Current Use: Maintenance Shed
Proposed Use: Residential
Reason for Annexation: Municipal Services
Urban Service Area: Donut Hole - Primary
Current County Land Use Classification: Neighborhood (Medium Density)
Proposed City Land Use Classification: Pending
Current County Zoning: Planned Development District (PDD)
Proposed City Zoning: Planned Unit Development - Residential District (PUD-R)
Census Tract: 114.07

DETERMINATION FOR CITY SERVICES

The following determination is an estimate of the benefits and costs associated with the annexation of the subject property:

Police
We find that the proposed annexation will result in an increased number of calls for service. The estimated cost to serve this 8-lot subdivision is **approximately $970 annually** based on a year's calls for service at similar residential properties within the City.

Fire

Attachment: ANNEX-2020-0015_RidingGrove166_ZPH (6180 : ANNEX-2020-0015: 166 Riding Grove Rd (p))

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
Solid Waste provides service in this neighborhood. The cost associated with solid waste service is **approximately $187.00 annually per household**.

Engineering
Because water lines currently exist in this area, the Utilities and Engineering Division **will not incur any costs** associated with this annexation. The property is within the Palmetto Utilities sewer service area.

Water Customer Care
The customers on the annexed property will pay water rates approximately **40% lower** than out-of-city customers.

Planning & Development Services
We recommend approval of the annexation of this proposed eight-lot subdivision, as it is located within a designated Primary Donut Hole in the Urban Service Area plan. The estimated real estate tax revenue generated for the City will be **approximately $10,000 per year**, based on the current tax rate and value estimates.

* Estimated City Tax Revenue is based on **2019 millage** for real property and calculated as: ((Taxable Value × Tax Rate) × 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 2019 tax year).

PLANS, POLICIES, AND LAND USE

Urban Service Area

Subject parcel is in a "Donut Hole" 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 are unincorporated areas that are completely surrounded by the City of Columbia and/or another municipality. These areas pose a number of challenges to the City that can be addressed through annexation. They can often cause inefficiencies in the delivery of services due to confusion about jurisdiction. Also, 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 and the costs to taxpayers are germane to City and County property both, which results in a greater impact to City residents since they pay City and County taxes.

Comprehensive Plan Land Use Classification

Planning Commission made a recommendation for assignment of future land use within *The Columbia Plan 2018* future land use map in July, prior to City Council's consideration of *Columbia Compass: Envision 2036*. The property is currently assigned a future land use of Neighborhood (Medium Density) by Richland County. The property will return to Planning Commission for the review and recommendation regarding the assignment of Urban Edge Residential Small Lot (UER-1) land use within the *Columbia Compass: Envision 2036* future land use maps by Council. As such, Council will consider the assignment of future land use for this property at a later date.

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

Attachment: ANNEX-2020-0015_RidingGrove166_ZPH (6180 : ANNEX-2020-0015: 166 Riding Grove Rd (p))

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
- Small Format Business/Employment (excl. Flex)
- Small Format Civic/Institutional
- 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 of Columbia or Richland County.

PROPOSED ZONING DISTRICT SUMMARY

The parcel is currently zoned PDD by Richland County. Surrounding parcels within the City of Columbia are currently zoned Planned Unit Development-Residential District (PUD-R).

The proposed City of Columbia zoning district is Planned Unit Development-Residential District (PUD-R).

Planned Unit Development-Residential District (PUD-R)

(a) Intent. The intent of planned unit development districts is to derive the benefits of efficiency, economy and flexibility by encouraging unified development of large sites, while also obtaining the advantage of creative site design, improved appearance, compatibility of uses, optimum service by community facilities, and better functioning of vehicular access and circulation. It is the intent of this article to allow development of large sites subject to specific regulations concerning permitted uses, but only subject to regulations concerning lot area, building coverage, yard spaces and building height insofar as the city council shall deem appropriate to fulfill the intent of this article, upon presentation of certification from the owners, developers or other parties at interest in the development of such sites that they will adhere to development policies which will fulfill the intent of this article.

(b) Types of districts. Two types of districts accommodating primarily residential or nonresidential uses are created as follows:

(1) PUD-R Planned Unit Development—Residential. The PUD-R district is intended to accommodate residential uses, with nonresidential uses integrated into the design of such districts as secondary uses.

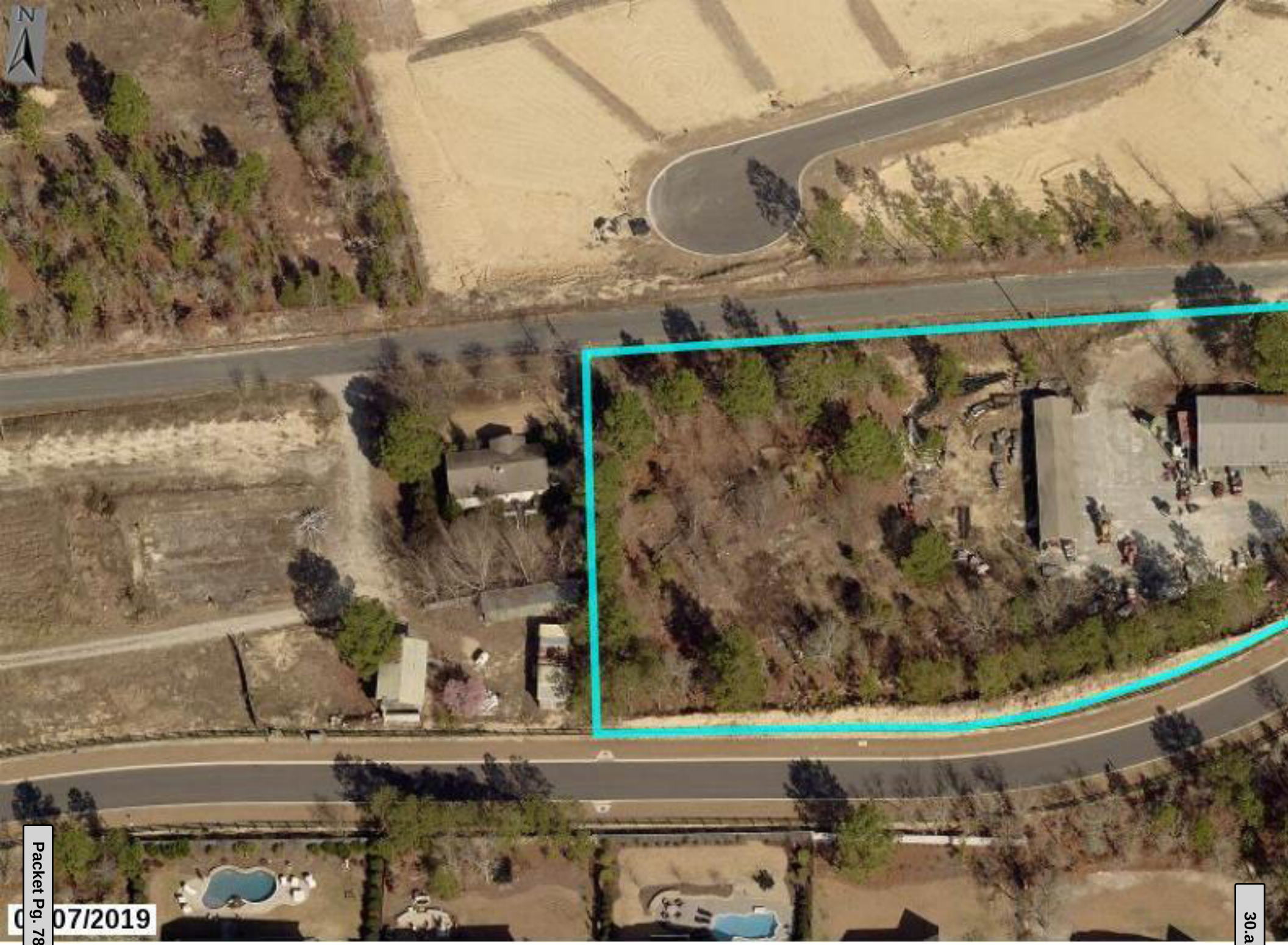
(2) PUD-C Planned Unit Development—Commercial. The PUD-C district is intended to accommodate primarily nonresidential uses, with residential uses integrated into the design of such districts as secondary uses.

(c) Design and planning features. The types of residential dwelling units and the types of nonresidential uses allowed to be established in such districts increase with increasing site size of such districts, based upon the premise that increased site size will allow proper design, including functional interrelations, buffer treatments separating uses with potentially incompatible characteristics of use, design of access patterns, and relationships of uses within such planned unit developments with uses in adjacent districts. It is the intent of this article that such design and planning features be incorporated properly into any PUD district hereafter created, and that the planning commission and city council shall consider the existence and appropriateness of such features before any amendment to the zoning map is adopted to create such district.

STAFF RECOMMENDATION

Staff recommends City Council annex the property and assign zoning of Planned Unit Development-Residential District (PUD-R) at the time of annexation.

Attachment: ANNEX-2020-0015_RidingGrove166_ZPH (6180 : ANNEX-2020-0015: 166 Riding Grove Rd (p))



Land Use Map

166 Riding Grove Road(p), TMS# 28900-01-19(p);
Current Rich. Co. FLU: Neighborhood (Medium Density), Proposed FLU: Pending

We Are Columbia

Prepared by: Shane Shaughnessy
August 6, 2020

N

UCMR-1 - Urban Core Mixed Residential - 1	UCR-2 - Urban Core Residential Large Lot	UEAC-2 - Urban Edge Regional Activity Center	S/A - Sports/Amusement
UCMR-2 - Urban Core Mixed Residential - 2	UER-1 - Urban Edge Residential Small Lot	AC-1 - Neighborhood Activity Corridor	C/I - Civic/Institutional
UCMR-3 - Urban Core Mixed Residential - 3	UER-2 - Urban Edge Residential Large Lot	AC-2 - Community Activity Corridor	CBA - Central Business Area
UEMR - Urban Edge Mixed Residential	UCAC-1 - Urban Core Neighborhood Activity Center	AC-3 - Regional Activity Corridor	ZOO - Riverbanks Zoo & Garden
UCMF - Urban Core Multi-family	UCAC-2 - Urban Core Community Activity Center	EC - Employment Campus	U/C - Universities/Colleges
UEMF - Urban Edge Multi-family	UCAC-3 - Urban Core Regional Activity Center	IND - Industrial	FJ - Fort Jackson
UCR-1 - Urban Core Residential Small Lot	UEAC-1 - Urban Edge Community Activity Center	TU - Transportation & Utilities	T/S - Transitional/Sensitive Lands

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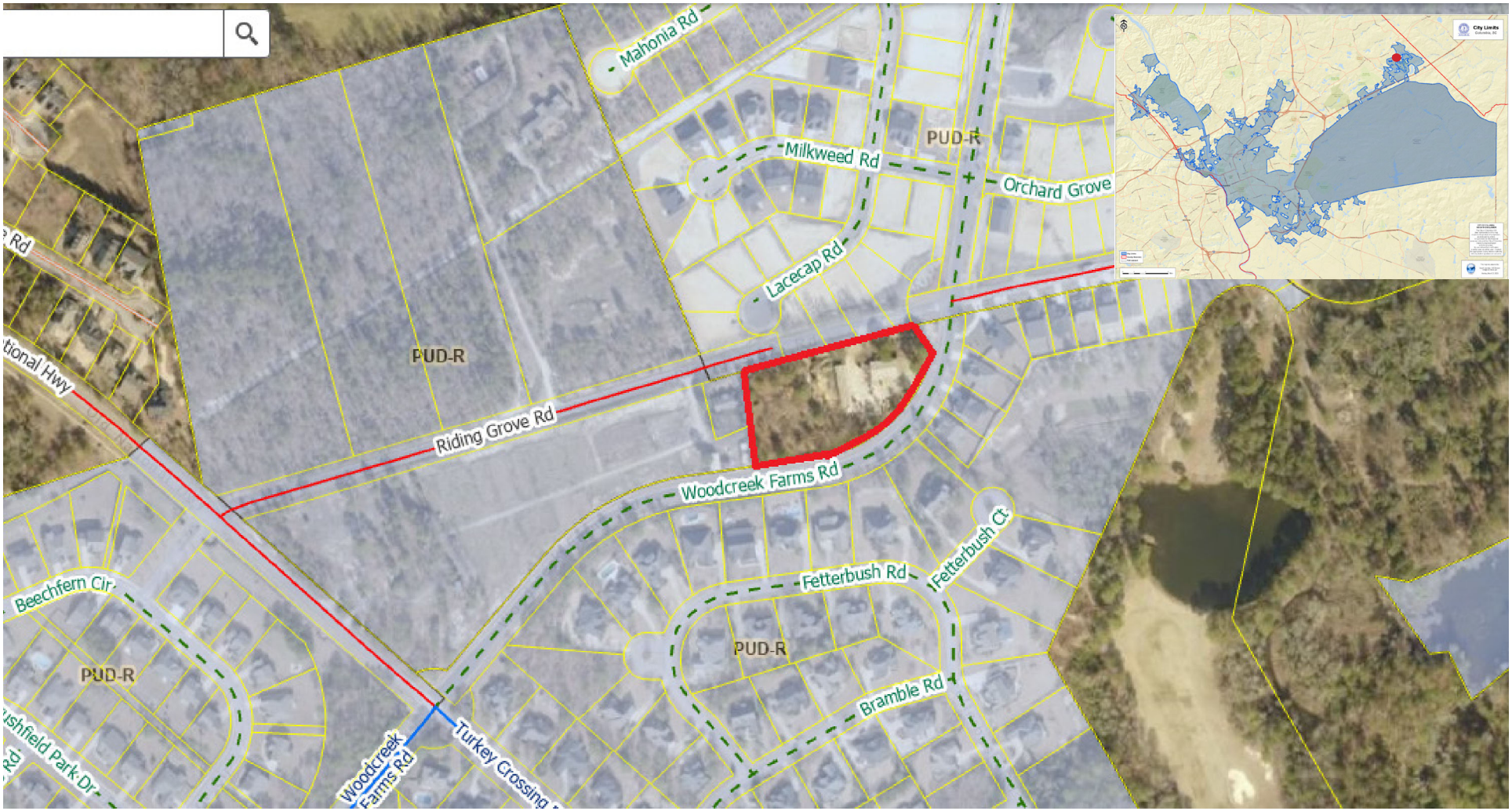
Attachment: ANNEX-2020-0015_RidingGrove166_ZPH (6180 : ANNEX-2020-0015: 166 Riding Grove Rd (p))

Zoning Map

166 Riding Grove Road(p), TMS# 28900-01-19(p);
Current Rich. Co. Zoning: PDD, Proposed Zoning: PUD-R



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Prepared by: Shane Shaughnessy
June 9, 2020

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Attachment: ANNEX-2020-0015_RidingGrove166_ZPH (6180 : ANNEX-2020-0015: 166 Riding Grove Rd (p))

LEGAL DEPARTMENT

Attachment: 2020-082 annex 166 Riding Grove (6180 : ANNEX-2020-0015: 166 Riding Grove Rd (p))

ORDINANCE NO.: 2020-082

Annexing 166 Riding Grove Road, Richland County TMS #28900-01-19(p)

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; NOW, THEREFORE,

BE IT ORDAINED by the Mayor and City Council of the City of Columbia, South Carolina, ___ day of _____, 2020, that the property described herein is hereby annexed to and becomes a part of the City of Columbia effective immediately. This property shall be assigned zoning of Planned Unite Development- Residential District (PUD-R), apportioned to City Council District 4, Census Tract 114.07 and contains 2.03 acres.

PROPERTY DESCRIPTION: See Attached Exhibit "A"

Richland County TMS NO.: 28900-01-19(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:

T. A. Knox

_____
City Attorney

ATTEST:

_____
City Clerk

Introduced:
Final Reading:

Last revised: 8/27/02020
20006393

EXHIBIT "A"
PROPERTY DESCRIPTION
ORDINANCE NO.: 2020-082

All that certain piece, parcel or lot of land, with improvements thereon, if any, situate, lying and being near the City of Columbia, in the County of Richland, State of South Carolina, containing 0.4 acres, more or less, and shown and designated as block 02, lot 36 on Richland County Tax Map 07306. Said parcel having such boundaries and measurements as are shown on said tax map.

Attachment: 2020-082 annex 166 Riding Grove (6180 : ANNEX-2020-0015: 166 Riding Grove Rd (p))

MEMORANDUM

Office of the City Manager

TO: Department Heads

FROM: Teresa Wilson, City Manager

DATE: June 10, 2020

RE: **Property Address:** 166 Riding Grove Road
Richland County TMS#: 28900-01-19 (portion)
Owner(s): Woodcreek Development, LLC
Current Use: Maintenance Shed
Proposed Use: Residential
Current County Land Use: Neighborhood (Medium Density)
Proposed City Land Use: Urban Edge Residential Small Lot (UER-1)
Current County Zoning: Planned Development District (PDD)
Proposed City Zoning: Planned Unit Development - Residential (PUD-R)
Reason for Annexation: Municipal Services; Donut Hole
City Council District: 4
Census Tract: 114.07

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 **July 13, 2020** 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
Aubrey Jenkins, Fire Chief
Joseph Jaco, Director, Utility Operations
Robert Anderson, Public Works Director
Krista Hampton, Planning & Development Services
Lakesha Shannon, Business License Administrator
Greg Williams, Deputy Business License Administrator
Tiffany Latimer, Customer Care Administrator
Jerry Thompson, Building Official
Michelle Brazell, Engineering
Denny Daniels, Engineering
Police Planning & Research
Alfreda Tindal, Richland Co. 911 Addressing Coordinator
Missy Gentry, Assistant City Manager
Teresa Knox, City Attorney
William Holbrook, Police Chief
Dana Higgins, Director, Engineering
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
John Fellows, Planning Administrator
Tori Salvant, Dev. Center Administrator

Planning Commission Land Use Recommendation: UER-1 (Land Use classification) by 7 - 0.
on 7/13/2020 (mm/dd/yyyy).

Planning Commission Zoning Recommendation: PUD-R (Zoning classification) by 7 - 0.
on 7/13/2020 (mm/dd/yyyy).

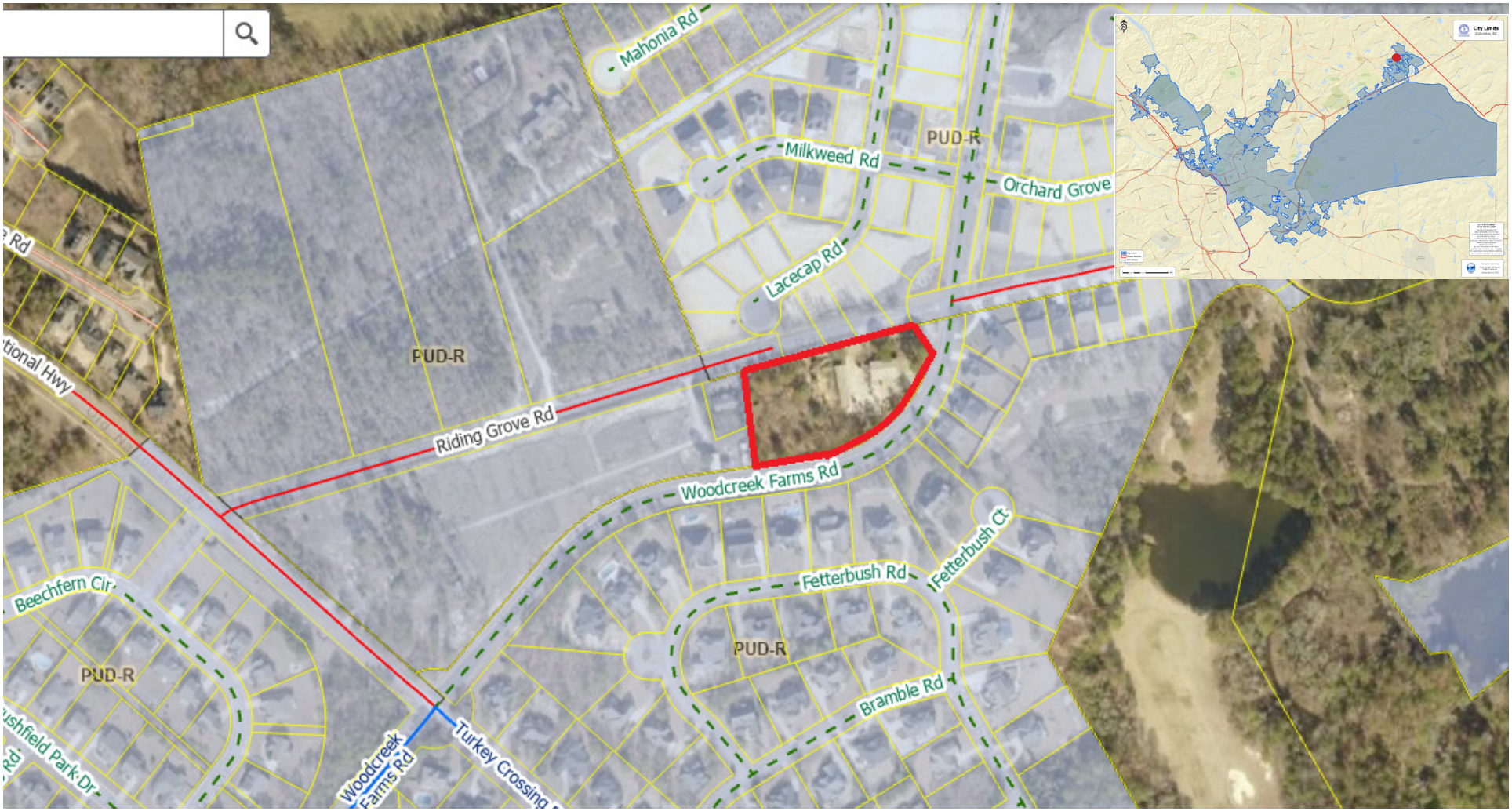
(Signature of Annexation Coordinator)

Attachment: 2020-082 annex 166 Riding Grove (6180 : ANNEX-2020-0015: 166 Riding Grove Rd (p))

Attachment: 2020-082 annex 166 Riding Grove (6180 : ANNEX-2020-0015: 166 Riding Grove Rd (p))

Zoning Map

166 Riding Grove Road(p), TMS# 28900-01-19(p);
Current Rich. Co. Zoning: PDD, Proposed Zoning: PUD-R



We Are Columbia

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Prepared by: Shane Shaughnessy
June 9, 2020

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Attachment: 2020-082 annex 166 Riding Grove (6180 : ANNEX-2020-0015: 166 Riding Grove Rd (p))

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, if any, situate, lying and being near the City of Columbia, in the County of Richland, State of South Carolina, containing 2.03 acres, 88,360 sq. ft., and shown as Formerly Members Club @ Woodcreek on a Plat prepared for Woodcreek Development, LLC, by Belter & Associates, Inc., dated September 17, 2019, (the "Plat") and recorded in the office of the Richland County ROD in Book 2433, page 784, the Plat being incorporated by reference for a more complete description of the property.

Richland County TMS: 28900-01-19 (2.03 acre portion)
Property Addresses: 166 Riding Grove Road

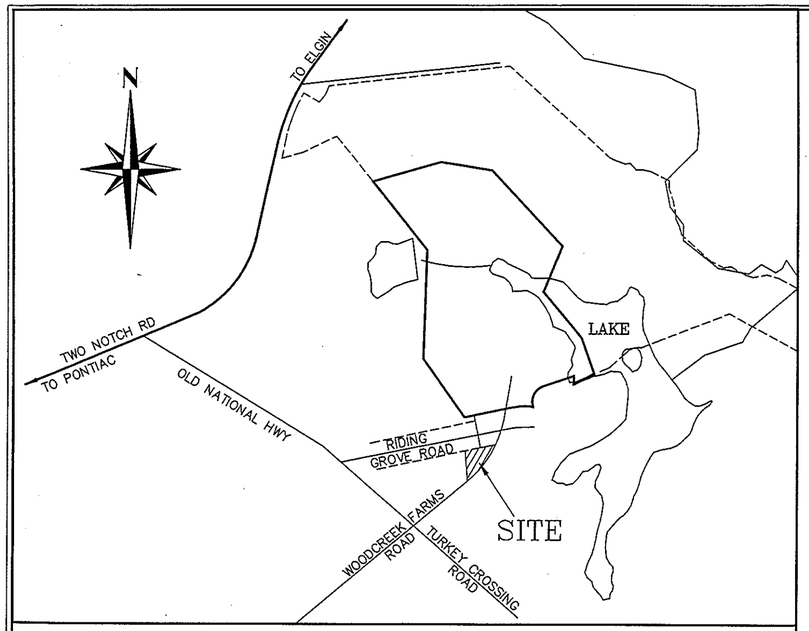
Woodcreek Development, LLC

BY: Woodcreek Development LLC Date: 6/2/2020
(Print Name) c/o Harold V. Pickrel III

(Signature)

ITS: Managing Member

Attachment: 2020-082 annex 166 Riding Grove (6180 : ANNEX-2020-0015: 166 Riding Grove Rd (p))



VICINITY MAP / RICHLAND COUNTY, S.C.
N.T.S.

REFERENCES:
1. PLAT FOR STONEHENGE GOLF DEVELOPMENT COMPANY, LLC BY UNITED DESIGN SERVICES, INC. DATED 12-31-1996 AND RECORDED IN PLAT BOOK 56 PAGE.7064 & 7065.
2. PLAT FOR WOODCREEK DEVELOPMENT PARTNERSHIP BY UNITED DESIGN SERVICES, INC. DATED 12-29-1999 AND RECORDED IN RECORD BOOK 1606-894.
3. PLAT OF WOODCREEK FARMS DEVELOPMENT, PHASE A9-1 BY UNITED DESIGN SERVICES, INC. DATED 10-28-97 AND RECORDED IN PLAT BOOK 57 AT PAGE 1415.
4. PLAT OF WOODCREEK FARMS DEVELOPMENT, PHASE A9-3 BY UNITED DESIGN SERVICES, INC. DATED 05-24-00 AND RECORDED IN RECORD BOOK 440-1541..
5. PLAT FOR WOODCREEK FARMS DEVELOPMENT GOLF COURSE BY UNITED DESIGN SERVICES, INC. DATED 03-01-96, REVISED 01-27-97 AND RECORDED IN PLAT BOOK 56 PAGE 7066.

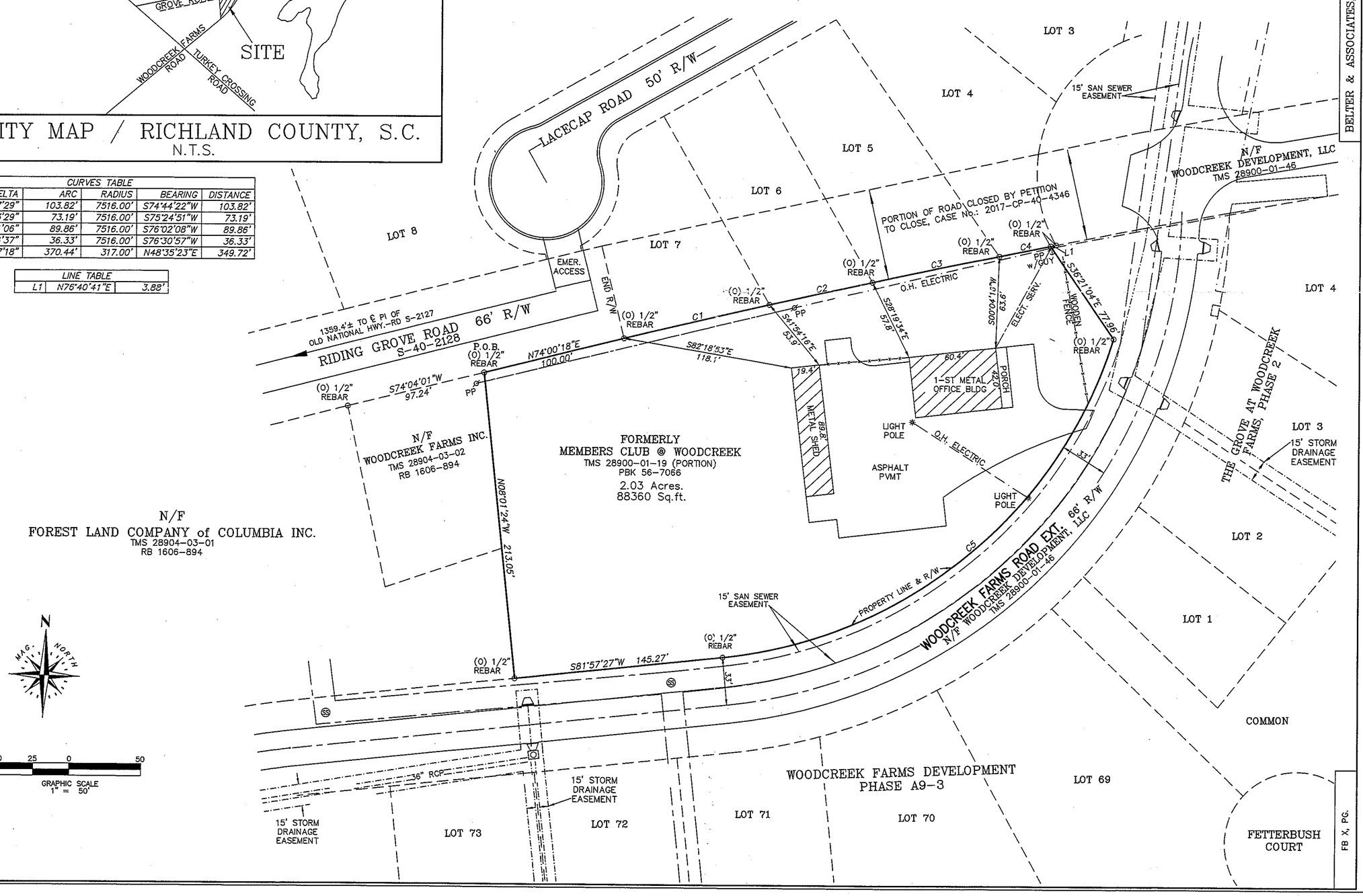
EXEMPTION FROM REVIEW PROCESS
This plat is a SURVEY of an existing lot of record with no changes to existing lot lines.
X _____
(SC attorney, Registered Surveyor or Engineer)
Printed Name: WILLIAM M. BRASINGTON
Lic., Cert. or Bar#: SCPLS 9312

Book 2433-784
2019072707 10/01/2019 09:50:44:210 Plat Oversized
Fee: $25.00 County Tax: $0.00 State Tax: $0.00
2019072707 John T. Hopkins II Richland County R.O.D.

ARBO WOODCREEK LLC
TMS 28900-01-30
"WOODCREEK FARMS AREA A-5, PHASE 1A"
RECORD BOOK 2275-1729

CURVES TABLE					
NUM	DELTA	ARC	RADIUS	BEARING	DISTANCE
C1	0°47'29"	103.82'	7516.00'	S74°44'22"W	103.82'
C2	0°33'29"	73.19'	7516.00'	S75°24'51"W	73.19'
C3	0°41'06"	89.86'	7516.00'	S76°02'08"W	89.86'
C4	0°16'37"	36.33'	7516.00'	S76°30'57"W	36.33'
C5	66°57'18"	370.44'	317.00'	N48°35'23"E	349.72'

LINE TABLE		
L1	N76°40'41"E	3.88'



N
MAG. NORTH

50 25 0 50
GRAPHIC SCALE
1" = 50'

BELTER & ASSOCIATES, INC. | 5945 WESCOTT ROAD COLUMBIA, SOUTH CAROLINA 29212 | TELEPHONE: (803) 732-4004

FIRM MAP #45079 C 0164L DATED: 12-21-17
THE UNDERSIGNED STATES THAT TO THE BEST OF HIS KNOWLEDGE AND BELIEF, THE LOCATION OF THE SUBJECT PROPERTY HAS BEEN CHECKED AGAINST FIRM / FEMA MAPS OF PROPERTY (AS MOST RECENTLY LOCATED IN A SPECIAL FLOOD HAZARD AREA): (YES) (NO)

I HEREBY STATE THAT TO THE BEST OF MY PROFESSIONAL KNOWLEDGE, INFORMATION, AND BELIEF, THE SURVEY SHOWN WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE MINIMUM STANDARD DETAIL MANUAL FOR SURVEYING IN SOUTH CAROLINA, AND MEETS OR EXCEEDS THE REQUIREMENTS FOR A CLASS OF SURVEY AS SPECIFIED HEREON; AND THAT THE ENCROACHMENTS OR PROJECTIONS, OTHER THAN SHOWN.

WILLIAM M. BRASINGTON, SCPLS # 9312

EXCEPT AS SPECIFICALLY STATED OR SHOWN ON THIS PLAT, THIS SURVEY DOES NOT PURPORT TO REFLECT ANY OF THE FOLLOWING WHICH MAY BE APPLICABLE TO THE SUBJECT REAL ESTATE: EASEMENTS, OTHER THAN POSSIBLE EASEMENTS THAT WERE VISIBLE AT THE TIME OF MAKING OF THIS SURVEY; RESTRICTIVE COVENANTS; SUBDIVISION RESTRICTIONS; ZONING OR OTHER LAND USE REGULATIONS, AND ANY OTHER FACTS THAT AN ACCURATE AND CURRENT TITLE SEARCH MAY DISCLOSE.

ONLY THE LISTED DOCUMENTS SHOWN HEREON WERE CONSIDERED AS A PART OF THIS SURVEY.

THE LOCATIONS OF UNDERGROUND UTILITIES AS SHOWN HEREON ARE BASED ON ABOVE-GROUND VISIBLE STRUCTURES. LOCATIONS OF UNDER-GROUND UTILITIES, STRUCTURES AND/OR EASEMENTS MAY VARY FROM LOCATIONS SHOWN HEREON UNLESS DESIGNATED WITH BEARINGS & DISTANCES.

BELTER & ASSOCIATES, INC. CERTIFICATE OF AUTHORIZATION SOUTH CAROLINA No. C00767

SCALE: 1" = 50'
SURVEY DATE: 09-17-19
LOT AREA: XXXX 2.03 ACRES
RICHLAND COUNTY TMS# 28900-01-19 (PORTION)
JOB NO. 1909040

PLAT PREPARED FOR
WOODCREEK DEVELOPMENT LLC
IN COLUMBIA, IN RICHLAND COUNTY, S.C.

XX-283

Attachment: 2020-082 annex 166 Riding Grove (6180 : ANNEX-2020-0015: 166 Riding Grove Rd (p))

We Are Columbia

MEETING DATE: **September 15, 2020**

DEPARTMENT: **Planning and Development Services**

FROM: ***Krista Hampton, Director***

SUBJECT: **ANNEXATION, COMPREHENSIVE PLAN MAP AMENDMENT, AND ZONING MAP AMENDMENT for 2125 Apple Valley Road; TMS# 07502-01-03**

FUNDING SOURCE & ORIGINAL BUDGET:

PURPOSE:

Ordinance No.: 2020-060 Annexing and Incorporating 2125 Apple Valley Road, Richland County TMS# 07503-01-03 into the Plan Columbia Land Use Plan Putting the Pieces Together adopted by Ordinance No.: 2015-014 on February 17, 2015

Council District: 1

Proposal: Request to annex, assign land use classification of Urban Edge Residential Large Lot (UER-2) and assign zoning of General Residential District (RG-1). The property is currently classified as Mixed Residential (High Density) and zoned RM-MD by Richland County.

Applicant: Marguerite W. Sanders

Staff Recommendation: Approval

PC Recommendation: 06/01/2020; Approval (6-0)

ATTACHMENTS:

- ANNEX-2020-0006_AppleValley2125_Council (PDF)
- 2020-060 annex 2125 Apple Valley(PDF)

HISTORY:

07/21/20	**Columbia City Council**	**DEFERRED**

CITY COUNCIL

September 15, 2020 at 2:00pm
Virtual Meeting Using Video Conferencing Technology, Columbia, SC

ANNEXATION AND ZONING MAP AMENDMENT CASE SUMMARY
2125 Apple Valley Road; TMS# 07502-01-03

Council District:	1
Proposal:	Request to annex the property and assign zoning of General Residential District (RG-1). The property is currently classified as Mixed Residential (High Density) and zoned RM-MD by Richland County.
Applicant:	Marguerite W. Sanders
Staff Recommendation:	Approval
PC Recommendation:	06/01/2020; Approval (6-0)
ZPH:	07/21/2020; Deferred by City Council
ZPH, 1st Reading:	09/15/2020; Pending
2nd Reading:	10/06/2020; Pending

CURRENT PARCEL CHARACTERISTICS/CONDITIONS

Acreage: 0.28 acres
Current Use: Residential
Proposed Use: Residential
Reason for Annexation: Municipal Services
Urban Service Area: Donut Hole
Current County Land Use Classification: Mixed Residential (High Density)
Proposed City Land Use Classification: Pending
Current County Zoning: Residential Multi Family Medium Density (RM-MD)
Proposed City Zoning: General Residential District (RG-1)
Census Tract: 104.08

DETERMINATION FOR CITY SERVICES

The following determination is an estimate of the benefits and costs associated with the annexation of the subject property:

Police

Attachment: ANNEX-2020-0006_AppleValley2125_Council (6042 : ANNEX-2020-0006: 2125 Apple Valley Road; TMS# 07502-01-03)

We find that the proposed annexation will result in an increased number of calls for service. The estimated cost to serve this existing duplex is **approximately $360 annually** based on a year's calls for service for residential properties in nearby areas of the City. A review of calls received by the Richland County Sheriff's Department at this property over the previous year indicates that CPD would have incurred an actual cost of **$1,320 for the prior year**, however CPD has no objections to this annexation.

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
Solid Waste provides service in this neighborhood. The cost associated with solid waste service is **approximately $187.00 annually per household**.

Engineering
Because water lines currently exist in this area, the Utilities and Engineering Division **will not incur any costs** associated with this annexation. The property is within the Palmetto Utilities sewer service area.

Water Customer Care
The customers on the annexed property will pay water and sewer rates approximately **40% lower** than out-of-city customers.

Planning & Development Services
We recommend approval of the annexation of this duplex, as it is located within a designated Donut Hole in the Urban Service Area plan. The estimated real estate tax revenue generated for the City will be **approximately $240 per year**, based on the current tax rate and value estimates.

* Estimated City Tax Revenue is based on **2019 millage** for real property and calculated as: ((Taxable Value × Tax Rate) × 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 2019 tax year).

PLANS, POLICIES, AND LAND USE

Urban Service Area

Subject parcel is in a "Donut Hole" 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 are unincorporated areas that are completely surrounded by the City of Columbia and/or another municipality. These areas pose a number of challenges to the City that can be addressed through annexation. They can often cause inefficiencies in the delivery of services due to confusion about jurisdiction. Also, 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 and the costs to taxpayers are germane to City and County property both, which results in a greater impact to City residents since they pay City and County taxes.

Comprehensive Plan Land Use Classification

Planning Commission made a recommendation for assignment of future land use within *The Columbia Plan 2018* future land use map in June, prior to City Council's consideration of *Columbia Compass: Envision 2036*. The property is currently assigned a future land use of Mixed Residential (High Density) by Richland County. The property will return to Planning Commission for the review and recommendation regarding the assignment of Urban Edge Residential Large Lot

Attachment: ANNEX-2020-0006_AppleValley2125_Council (6042 : ANNEX-2020-0006: 2125 Apple Valley Road; TMS# 07502-01-03)

(UER-2) land use within the *Columbia Compass: Envision 2036* future land use maps by Council. As such, Council will consider the assignment of future land use for this property at a later date.

Urban Edge Residential Large Lot neighborhoods represent many of the older residential neighborhoods in the outer areas of the City. This development type is appropriate as development on remaining large lots or as redevelopment in the outer areas of Columbia. Most of the existing developments occurred after 1950. Urban Edge Residential Large Lot developments generally do not continue the grid and block pattern found in the urban neighborhoods, but do tend to have a consistently organized internal street network with loops and interconnections.

Primary Types

- Single Family Detached

*Accessory dwelling units

Tertiary Types

- Single-family Attached
- Two-family
- Three-family
- Civic/Institutional Small
- Business/Employment Small (excl. Flex)
- Cemeteries & Mausoleums

Existing Neighborhood, Small Area, Community, and/or Corridor Plans

The subject property is located within the study area of the *Broad River Road Corridor and Community Master Plan* (2010) adopted by Richland County, specifically within the St. Andrews East Neighborhood Sub-Area (page 48). The plan proposes a land use character district of Neighborhood Residential District for the property (page 32), and the subject property is not located within a half mile radius of the proposed nodes set forth within the plan along the Broad River Road Corridor (page 61). The subject property is not located within the area of a proposed catalyst project (page 51).

PROPOSED ZONING DISTRICT SUMMARY

The parcel is currently zoned RM-MD by Richland County. Surrounding parcels within the City of Columbia are currently zoned General Residential District (RG-1) to the East, South, and West and Office and Institutional District (C-1) to the North.

The proposed City of Columbia zoning district is General Residential District (RG-1).

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.

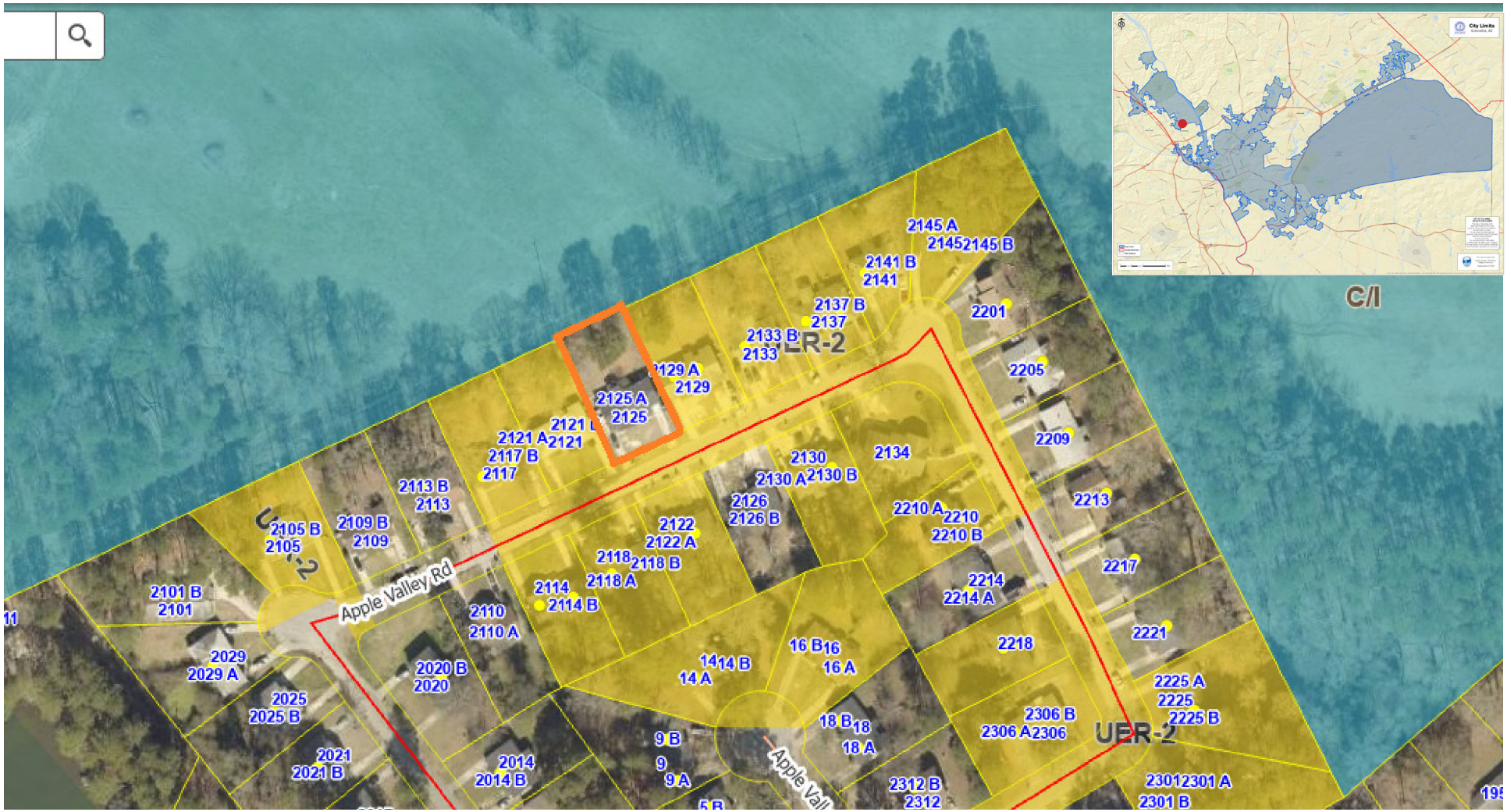
STAFF RECOMMENDATION

Staff recommends City Council annex the property and assign zoning of General Residential District (RG-1) at the time of annexation.

Attachment: ANNEX-2020-0006_AppleValley2125_Council (6042 : ANNEX-2020-0006: 2125 Apple Valley Road; TMS# 07502-01-03)

Land Use Map

2125 Apple Valley Road, TMS# 07502-01-03;
Current Rich. Co. FLU: Mixed Residential (High Density), Proposed FLU: Pending



We Are Columbia

Prepared by: Shane Shaughnessy
August 6, 2020

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UCMR-1 - Urban Core Mixed Residential - 1	UCR-2 - Urban Core Residential Large Lot	UEAC-2 - Urban Edge Regional Activity Center	S/A - Sports/Amusement
UCMR-2 - Urban Core Mixed Residential - 2	UER-1 - Urban Edge Residential Small Lot	AC-1 - Neighborhood Activity Corridor	C/I - Civic/Institutional
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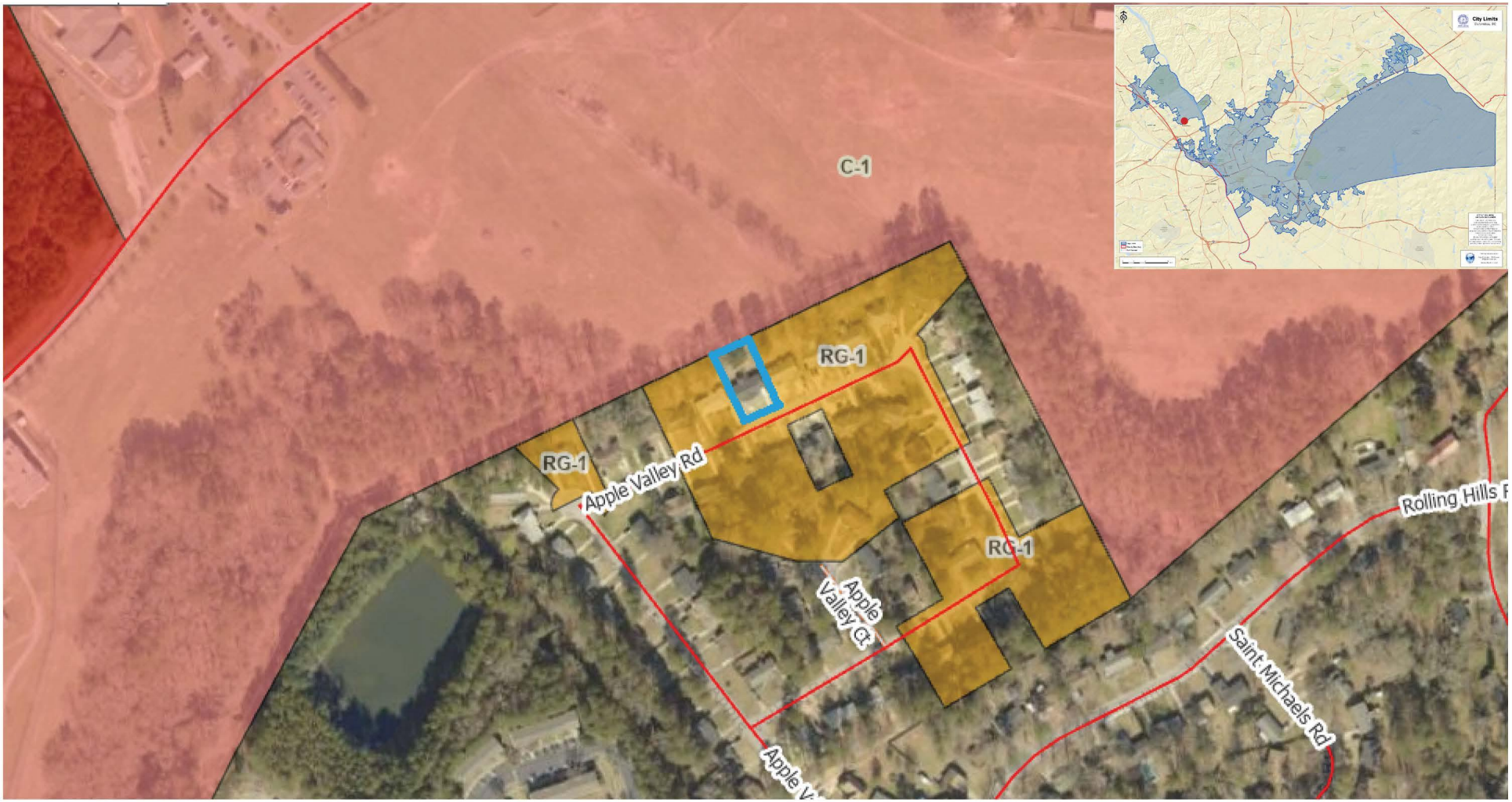
Attachment: ANNEX-2020-0006_AppleValley2125_Council (6042 : ANNEX-2020-0006: 2125 Apple Valley Road; TMS# 07502-01-03)

Zoning Map

2125 Apple Valley Rd., TMS# 07502-01-03
Current Rich. Co. Zoning: RM-MD, Proposed Zoning: RG-1



We Are Columbia

N

Prepared by: Shane Shaughnessy
March 24, 2020

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LEGAL DEPARTMENT - CITY OF COLUMBIA
Attachment: 2020-060 annex 2125 Apple Valley (6042 : ANNEX-2020-0006: 2125 Apple Valley Road; TMS# 07502-01-03)

ORDINANCE NO.: 2020-060

Annexing 2125 Apple Valley Road, Richland County TMS #07502-01-03

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; NOW, THEREFORE,

BE IT ORDAINED by the Mayor and City Council of the City of Columbia, South Carolina, ___ day of _____, 2020, that the property described herein is hereby annexed to and becomes a part of the City of Columbia effective immediately. This property shall be assigned zoning of General Residential District (RG-1), apportioned to City Council District 1, Census Tract 104.08 and contains .028 acres.

PROPERTY DESCRIPTION: See Attached Exhibit "A"

Richland County TMS NO.: 07502-01-03

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:

T. A. Knox

_____
City Attorney

ATTEST:

_____
City Clerk

Introduced:
Final Reading:

EXHIBIT "A"
PROPERTY DESCRIPTION
ORDINANCE NO.: 2020-060

All that certain piece, parcel or lot of land, with improvements thereon, if any, situate, lying and being near the City of Columbia, in the County of Richland, State of South Carolina, containing 0.28 acres, more or less, and shown and designated as block 01, lot 03 on Richland County Tax Map 07502-01-03. Said parcel having such boundaries and measurements as are shown on said tax map.

Attachment: 2020-060 annex 2125 Apple Valley (6042 : ANNEX-2020-0006: 2125 Apple Valley Road; TMS# 07502-01-03)

MEMORANDUM

Office of the City Manager

TO: Department Heads

FROM: Teresa Wilson, City Manager

DATE: April 14, 2020

RE: **Property Address:** 2125 Apple Valley Road
Richland County TMS#: 07502-01-03
Owner(s): Marguerite W. Sanders
Current Use: Residential
Proposed Use: Residential
Current County Land Use: Mixed Residential (High Density)
Proposed City Land Use: Urban Edge Residential Large Lot (UER-2)
Current County Zoning: Residential Multi Family Medium Density (RM-MD)
Proposed City Zoning: General Residential (RG-1)
Reason for Annexation: Municipal Services; Donut Hole
City Council District: 1
Census Tract: 104.08

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 **June 1, 2020** 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

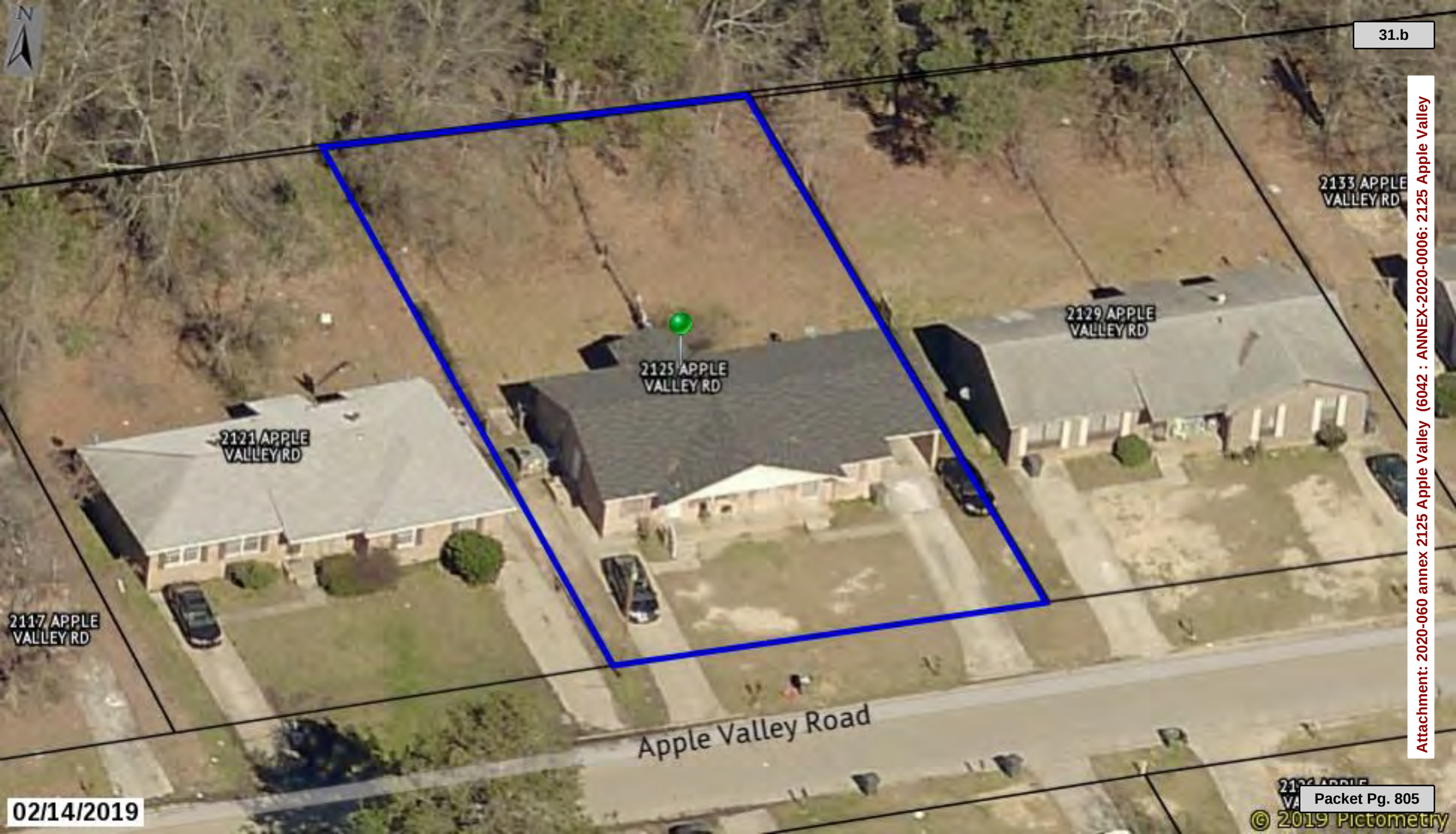
cc:
Clint Shealy, Assistant City Manager
Jeff Palen, Assistant City Manager/CFO
Aubrey Jenkins, Fire Chief
Joseph Jaco, Director, Utility Operations
Robert Anderson, Public Works Director
Krista Hampton, Planning & Development Services
Lakesha Shannon, Business License Administrator
Greg Williams, Deputy Business License Administrator
Tiffany Latimer, Customer Care Administrator
Jerry Thompson, Building Official
Michelle Brazell, Engineering
Denny Daniels, Engineering
Police Planning & Research
Alfreda Tindal, Richland Co. 911 Addressing Coordinator
Missy Gentry, Assistant City Manager
Teresa Knox, City Attorney
William Holbrook, Police Chief
Dana Higgins, Director, Engineering
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
John Fellows, Planning Administrator
Tori Salvant, Dev. Center Administrator

Planning Commission Land Use Recommendation: UER-2 (Land Use classification) by 6-0 on 6/1/2020 (mm/dd/yyyy).

Planning Commission Zoning Recommendation: RG-1 (Zoning classification) by 6-0 on 6/1/2020 (mm/dd/yyyy).

(Signature of Annexation Coordinator)

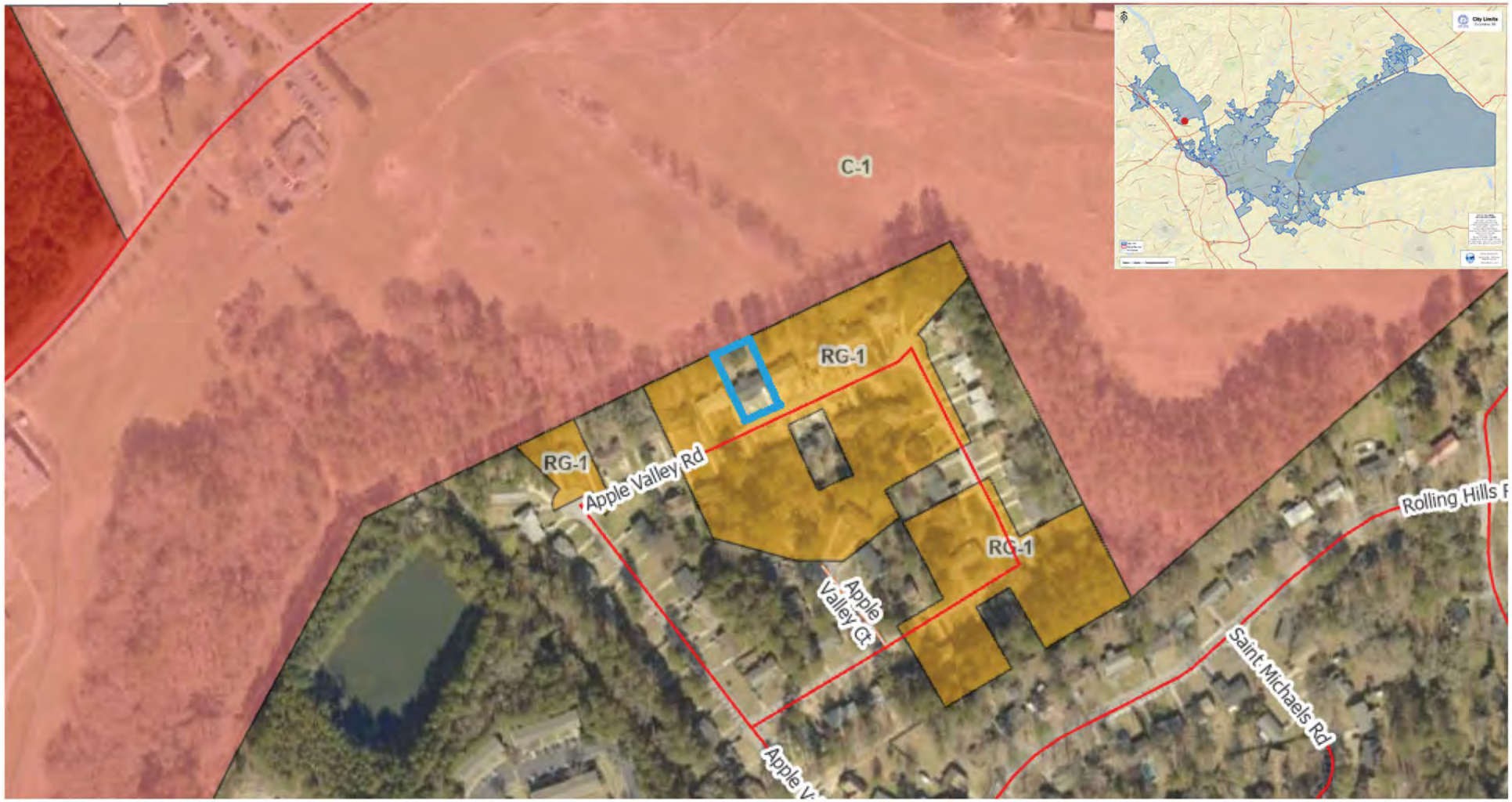
Attachment: 2020-060 annex 2125 Apple Valley (6042 : ANNEX-2020-0006: 2125 Apple Valley Road; TMS# 07502-01-03)



Attachment: 2020-060 annex 2125 Apple Valley (6042 : ANNEX-2020-0006: 2125 Apple Valley

Zoning Map

2125 Apple Valley Rd., TMS# 07502-01-03
Current Rich. Co. Zoning: RM-MD, Proposed Zoning: RG-1



We Are Columbia

N

Prepared by: Shane Shaughnessy
March 24, 2020

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Attachment: 2020-060 annex 2125 Apple Valley (6042 : ANNEX-2020-0006: 2125 Apple Valley Road; TMS#

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, if any, situate, lying and being near the City of Columbia, in the County of Richland, State of South Carolina, containing 0.28 acres, more or less, and shown and designated as block 01, lot 03 on Richland County Tax Map 07502-01-03. Said parcel having such boundaries and measurements as are shown on said tax map.

Richland County TMS: 07502-01-03

Property Addresses: 2125 Apple Valley Road

BY: Marguerite W. Sanders Date: 3-19-20

Marguerite W. Sanders

Attachment: 2020-060 annex 2125 Apple Valley (6042 : ANNEX-2020-0006: 2125 Apple Valley Road; TMS# 07502-01-03)

07502

N 385,000

MATCH LINE

= Property to be annexed;
TMS# 07502-01-03

SEE T.M.S. 075-03-01-1 FOR ACREAGE

MATCH LINE

MATCH LINE

N 383,500

E 1,970,000

E 1,972,500

APPLE VALLEY ROAD

APPLE VALLEY CT.

ROLLING HILLS ROAD

ST MICHAELS ROAD

CUNNINGHAM ROAD

HILL BECK ROAD

HERTFORD DRIVE

NOTE: BLK. 1 LOT 5 ANNEXED INTO CITY 12-20-00.
BLK. 1 LOT 1 ANNEXED INTO CITY 7-11-01.
BLK. 1 LOT 16 ANNEXED INTO CITY 4-4-01.
BLK 1 LOT 6 ANNEXED INTO CITY 5-11-05

Prepared by
KUCERA & ASSOCIATES
Photogrammetric Consultants
Mentor, Ohio

REVISIONS	
DATE FIELD CHECKED	DATE LAST REVISED
12/83	12/04
12/85	12/05
12/86	12/06
12/87	
12/88	12/01
	12/02
	12/03

LEGEND

PROPERTY LINE
RIGHT OF WAY
CITY LIMITS
SCHOOL DIST
RAILROAD
PUBLIC ROAD AND BLOCK DIVIDER

R — DENOTES BUILDING USE
R - RESIDENTIAL
C - COMMERCIAL
ETC.
(B) (C) — DENOTES SEPARATE OWNER FROM BUILDING

BLOCK NO
LOT NO
LOT MEASUREMENT
ACREAGE
ADDRESS

50
50
150.5
6.55 AC.
1204

PROPERTY TAX MAP
RICHLAND COUNTY
SOUTH CAROLINA

THIS MAP OR PHOTO SOLD BY THE RICHLAND COUNTY ASSESSOR'S OFFICE. THE BOARD OF ASSESSMENT CONTROL RESERVES THE EXCLUSIVE RIGHT TO SELL AND NO RESALE OR REPRODUCTIONS FOR RESALE PURPOSES IS PERMITTED.

MAP KEY

061-15	075-03	075-07
061-14	075-02	075-06
061-13	075-01	075-05

GRAPHIC SCALE
0 100 200 300
1" = 100'

LOCATION AND DIMENSIONS OF BUILDINGS MAY NOT BE DRAWN TO SCALE

NORTH

PROPERTY MAP SHEET NO.
07502
SCHOOL DISTRICT
ICC, IUR

Attachment: 2020-060 annex 2125 Apple Valley (6042 : ANNEX-2020-0006; 2125 Apple Valley Road; TMS# 07502-01-03)

We Are Columbia

MEETING DATE: **September 15, 2020**

DEPARTMENT: **Planning and Development Services**

FROM: ***Krista Hampton, Director***

SUBJECT: **ANNEXATION AND ZONING MAP AMENDMENT for 906 Brantley Street; TMS# 07306-02-36**

FUNDING SOURCE & ORIGINAL BUDGET:

CLEAN WATER 2020?: **Yes**

PURPOSE:

Ordinance No.: 2020-081 Annexing 906 Brantley Street, Richland County TMS #07306-02-36

Council District: 2

Proposal: Request to annex the property and assign zoning of Single Family Residential District (RS-1). The property is currently classified as Mixed Residential (High Density) and zoned RS-LD by Richland County.

Applicant: Maria S. Smith

Staff Recommendation: Approval

PC Recommendation: 07/13/2020; Approval (7-0)

ATTACHMENTS:

- ANNEX-2020-0014_Brantley906_ZPH (PDF)
- 2020-081 annex 906 Brantley (PDF)

CITY COUNCIL

September 15, 2020 at 2:00pm
Virtual Meeting Using Video Conferencing Technology, Columbia, SC

ANNEXATION AND ZONING MAP AMENDMENT CASE SUMMARY
906 Brantley Street; TMS# 07306-02-36

Council District:	2
Proposal:	Request to annex the property and assign zoning of Single Family Residential District (RS-1). The property is currently classified as Mixed Residential (High Density) and zoned RS-LD by Richland County.
Applicant:	Maria S. Smith
Staff Recommendation:	Approval
PC Recommendation:	07/13/2020; Approval (7-0)
ZPH, 1st Reading:	09/15/2020; Pending
2nd Reading:	10/06/2020; Pending

CURRENT PARCEL CHARACTERISTICS/CONDITIONS

Acreage: 0.37 acres
Current Use: Residential
Proposed Use: Residential
Reason for Annexation: Municipal Services
Urban Service Area: Donut Hole - Secondary
Current County Land Use Classification: Mixed Residential (High Density)
Proposed City Land Use Classification: Pending
Current County Zoning: Single Family Residential Low Density (RS-LD)
Proposed City Zoning: Single Family Residential District (RS-1)
Census Tract: 104.03

DETERMINATION FOR CITY SERVICES

The following determination is an estimate of the benefits and costs associated with the annexation of the subject property:

Police
We find that the proposed annexation will result in an increased number of calls for service. The estimated cost to serve this existing single family residence is **approximately $70 annually** based on a year's calls for service at nearby residential properties in the City.

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

Attachment: ANNEX-2020-0014_Brantley906_ZPH (6181 : ANNEX-2020-0014: 906 Brantley Street; TMS# 07306-02-36)

Solid Waste provides service in this neighborhood. The cost associated with solid waste service is **approximately $187.00 annually per household**.

Engineering

Because water and sewer lines currently exist in this area, the Utilities and Engineering Division **will not incur any costs** associated with this annexation. The customer has requested new sewer service.

Water Customer Care

The customers on the annexed property will pay water and sewer rates approximately **40% lower** than out-of-city customers.

Planning & Development Services

We recommend approval of the annexation of this single family residence, as it is located within a designated Secondary Donut Hole in the Urban Service Area plan. The estimated real estate tax revenue generated for the City will be **approximately $700 per year**, based on the current tax rate and value estimates.

* Estimated City Tax Revenue is based on **2019 millage** for real property and calculated as: ((Taxable Value × Tax Rate) × 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 2019 tax year).

PLANS, POLICIES, AND LAND USE

Urban Service Area

Subject parcel is in a "Donut Hole" 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 are unincorporated areas that are completely surrounded by the City of Columbia and/or another municipality. These areas pose a number of challenges to the City that can be addressed through annexation. They can often cause inefficiencies in the delivery of services due to confusion about jurisdiction. Also, 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 and the costs to taxpayers are germane to City and County property both, which results in a greater impact to City residents since they pay City and County taxes.

Comprehensive Plan Land Use Classification

Planning Commission made a recommendation for assignment of future land use within *The Columbia Plan 2018* future land use map in July, prior to City Council's consideration of *Columbia Compass: Envision 2036*. The property is currently assigned a future land use of Mixed Residential (High Density) by Richland County. The property will return to Planning Commission for the review and recommendation regarding the assignment of Urban Edge Mixed Residential (UEMR) land use within the *Columbia Compass: Envision 2036* future land use maps by Council. As such, Council will consider the assignment of future land use for this property at a later date.

Urban Edge Mixed Residential neighborhoods are appropriate near the perimeter of the City or in the outer ring of neighborhoods. This development type primarily represents existing post-1940s subdivisions and the auto-oriented corridors associated with them. The pattern is also suitable for small to medium infill development within these areas. It is primarily characterized by individual subdivisions or neighborhoods with a specific street and block pattern adjacent to other subdivisions or neighborhoods with a different subdivision street and block pattern. Urban Edge Mixed Residential neighborhoods can accommodate a variety of housing types, from detached single-family to multi-family complexes.

Primary Types

- Single Family Detached

Secondary Types

- Single-family Attached

Attachment: ANNEX-2020-0014_Brantley906_ZPH (6181 : ANNEX-2020-0014: 906 Brantley Street; TMS# 07306-02-36)

- Two-family
- Three-family
- Multi-family Small & Medium

Tertiary Types

- Civic/Institutional Small
- Business/Employment Small (excl. Flex)
- Cemeteries & Mausoleums

Existing Neighborhood, Small Area, Community, and/or Corridor Plans

The subject property is located within the study area of the *Broad River Road Corridor and Community Master Plan* (2010) adopted by Richland County, specifically within the Greystone Boulevard Neighborhood Sub-Area (page 48). The plan proposes a land use character district of Neighborhood Residential District for the property (page 32), and the subject property is not located within a half mile radius of the proposed nodes set forth within the plan along the Broad River Road Corridor (page 61). The subject property is not located within the area of a proposed catalyst project (page 54).

PROPOSED ZONING DISTRICT SUMMARY

The parcel is currently zoned RS-LD by Richland County. Surrounding parcels within the City of Columbia are currently zoned Single Family Residential (RS-1) to the South and East and General Residential District (RG-2) to the North.

The proposed City of Columbia zoning district is Single Family Residential District (RS-1).

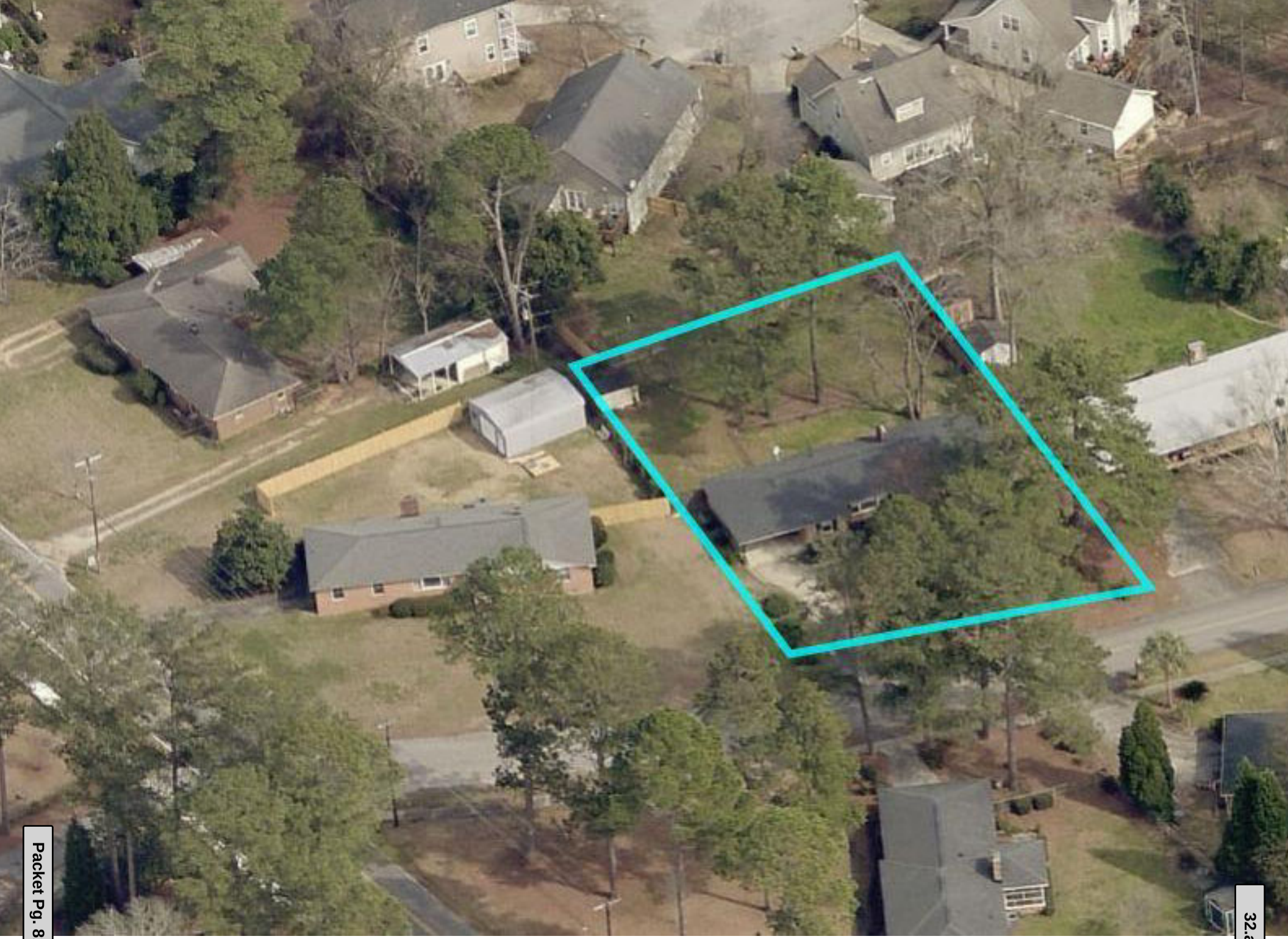
Single Family Residential District (RS-1)

> The RS-1, RS-1A, RS-1B, RS-2 and RS-3 districts are intended as single-family residential areas with detached units with low to medium population densities. Use regulations for the single-family districts are identical, but contain varying classes of lot width and lot area, and these dimensional differences are intended to be preserved. Certain structures and uses required to serve governmental, educational, religious, noncommercial recreational, and other needs of those areas are permitted outright within such districts or are permissible as special exceptions subject to restrictions and requirements intended to preserve and protect the single-family residential character of the district.

STAFF RECOMMENDATION

Staff recommends City Council annex the property and assign zoning of Single Family Residential District (RS-1) at the time of annexation.

Attachment: ANNEX-2020-0014_Brantley906_ZPH (6181 : ANNEX-2020-0014: 906 Brantley Street; TMS# 07306-02-36)



Land Use Map

906 Brantley Street, TMS# 07306-02-36;
Current Rich. Co. FLU: Mixed Residential (High Density), Proposed FLU: Pending

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
S/A - Sports/Amusement
C/I - Civic/Institutional
CBA - Central Business Area
ZOO - Riverbanks Zoo & Garden
U/C - Universities/Colleges
FJ - Fort Jackson
T/S - Transitional/Sensitive Lands

We Are Columbia

Prepared by: Shane Shaughnessy
August 6, 2020

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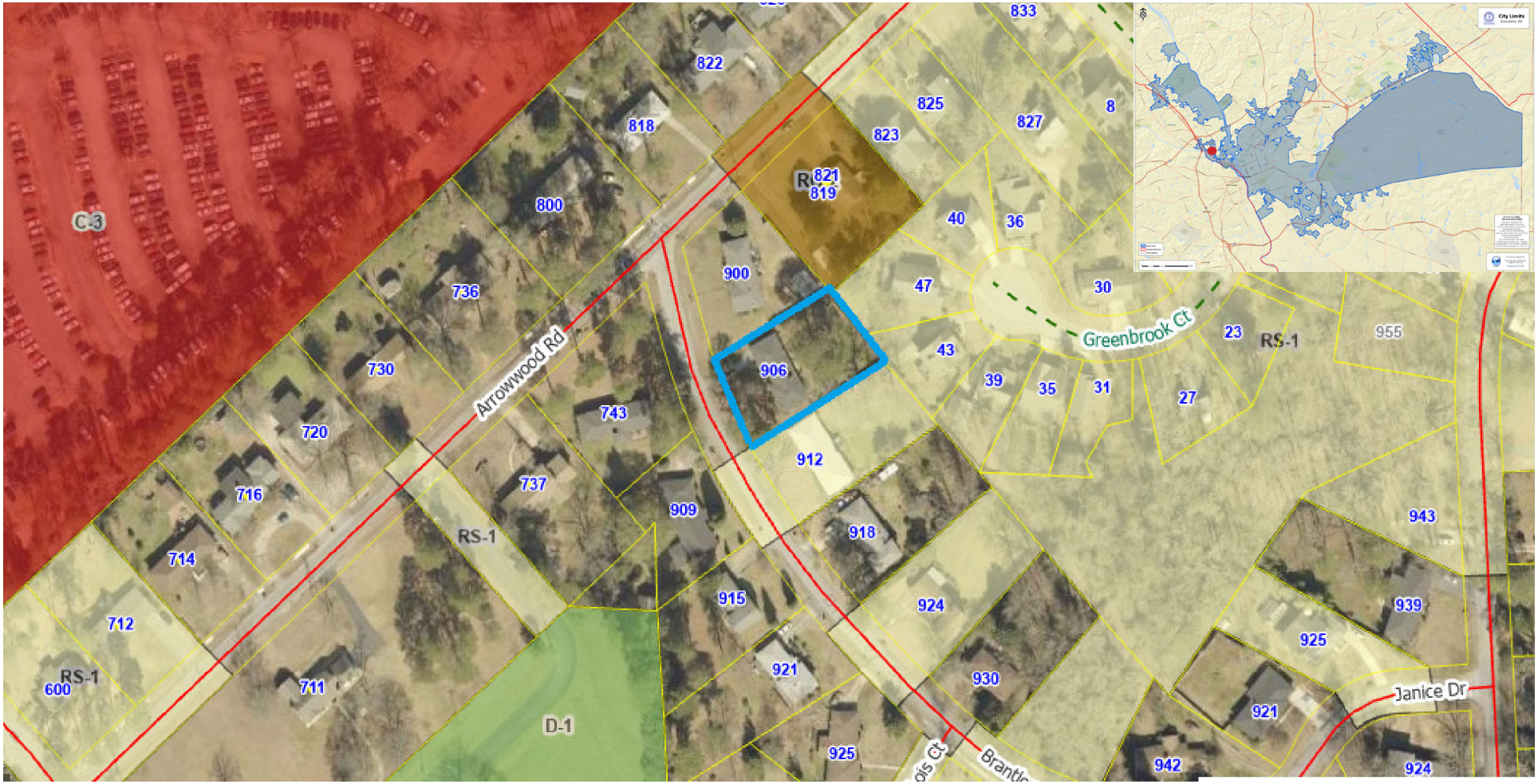
Attachment: ANNEX-2020-0014_Brantley906_ZPH (6181 : ANNEX-2020-0014: 906 Brantley Street; TMS# 07306-02-36)

Zoning Map

906 Brantley Street, TMS# 07306-02-36;
Current Zoning: RS-LD, Proposed Zoning: RS-1



Prepared by: Shane Shaughnessy
May 19, 2020

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Attachment: ANNEX-2020-0014_Brantley906_ZPH (6181 : ANNEX-2020-0014: 906 Brantley Street; TMS# 07306-02-36)

LEGAL DEPARTMENT - CITY OF COLUMBIA
Attachment: 2020-081 annex 906 Brantley (6181 : ANNEX-2020-0014: 906 Brantley Street; TMS# 07306-02-36)

ORDINANCE NO.: 2020-081

Annexing 906 Brantley Street, Richland County TMS #07306-02-36

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; NOW, THEREFORE,

BE IT ORDAINED by the Mayor and City Council of the City of Columbia, South Carolina, ___ day of _____, 2020, that the property described herein is hereby annexed to and becomes a part of the City of Columbia effective immediately. This property shall be assigned zoning of Single Family Residential District (RS-1), apportioned to City Council District 2, Census Tract 104.03 and contains 0.37 acres.

PROPERTY DESCRIPTION: See Attached Exhibit "A"

Richland County TMS NO.: 07306-02-36

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:

T. A. Knox

_____
City Attorney

ATTEST:

_____
City Clerk

Introduced:
Final Reading:

Last revised: 8/27/02020
20006393

EXHIBIT "A"
PROPERTY DESCRIPTION
ORDINANCE NO.: 2020-081

All that certain piece, parcel or lot of land, with improvements thereon, if any, situate, lying and being near the City of Columbia, in the County of Richland, State of South Carolina, containing 0.4 acres, more or less, and shown and designated as block 02, lot 36 on Richland County Tax Map 07306. Said parcel having such boundaries and measurements as are shown on said tax map.

Attachment: 2020-081 annex 906 Brantley (6181 : ANNEX-2020-0014: 906 Brantley Street; TMS# 07306-02-36)

MEMORANDUM

Office of the City Manager

TO: Department Heads

FROM: Teresa Wilson, City Manager

DATE: May 20, 2020

RE: **Property Address:** 906 Brantley Street
Richland County TMS#: 07306-02-36
Owner(s): Maria S. Smith
Current Use: Residential
Proposed Use: Residential
Current County Land Use: Mixed Residential (High Density)
Proposed City Land Use: Urban Edge Mixed Residential (UEMR)
Current County Zoning: Single Family Residential Low Density (RS-LD)
Proposed City Zoning: Single Family Residential (RS-1)
Reason for Annexation: Municipal Services; Donut Hole
City Council District: 2
Census Tract: 104.03

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 **July 13, 2020** 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
Aubrey Jenkins, Fire Chief
Joseph Jaco, Director, Utility Operations
Robert Anderson, Public Works Director
Krista Hampton, Planning & Development Services
Lakesha Shannon, Business License Administrator
Greg Williams, Deputy Business License Administrator
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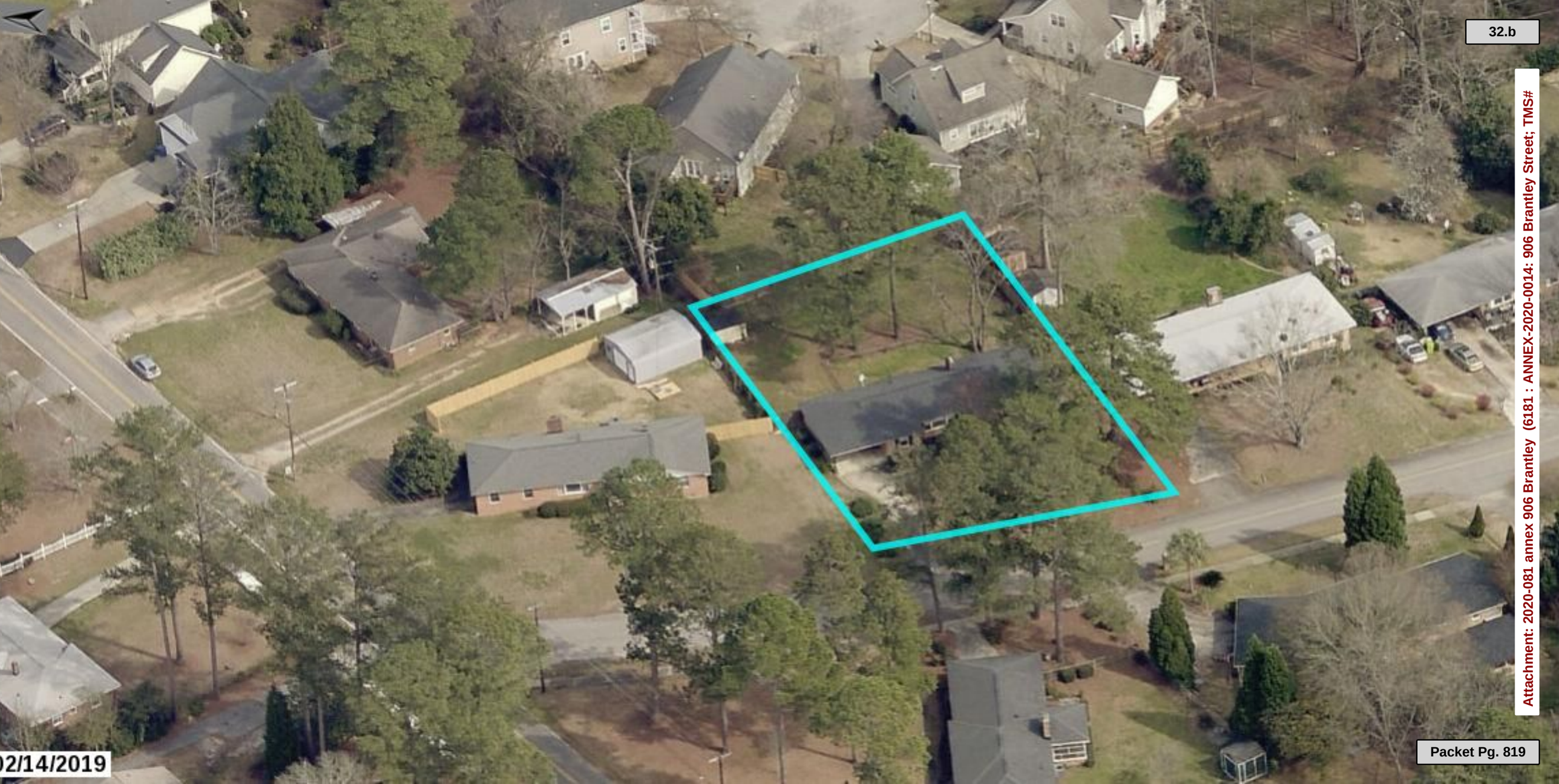
Missy Gentry, Assistant City Manager
Teresa Knox, City Attorney
William Holbrook, Police Chief
Dana Higgins, Director, Engineering
Jan Alonso, Finance Director
Gloria Saaed, Community Development Director
George Adams, Fire Marshal
Rachel Bailey, Zoning Administrator
Jacquelyn Richburg, Columbia-Richland 911
David Hatcher, Housing Official
Richland County Solid Waste Collection
John Fellows, Planning Administrator
Tori Salvant, Dev. Center Administrator

Planning Commission Land Use Recommendation: UEMR (Land Use classification) by 7 - 0.
on 7/13/20 (mm/dd/yyyy).

Planning Commission Zoning Recommendation: RS-1 (Zoning classification) by 7 - 0.
on 7/13/20 (mm/dd/yyyy).

(Signature of Annexation Coordinator)

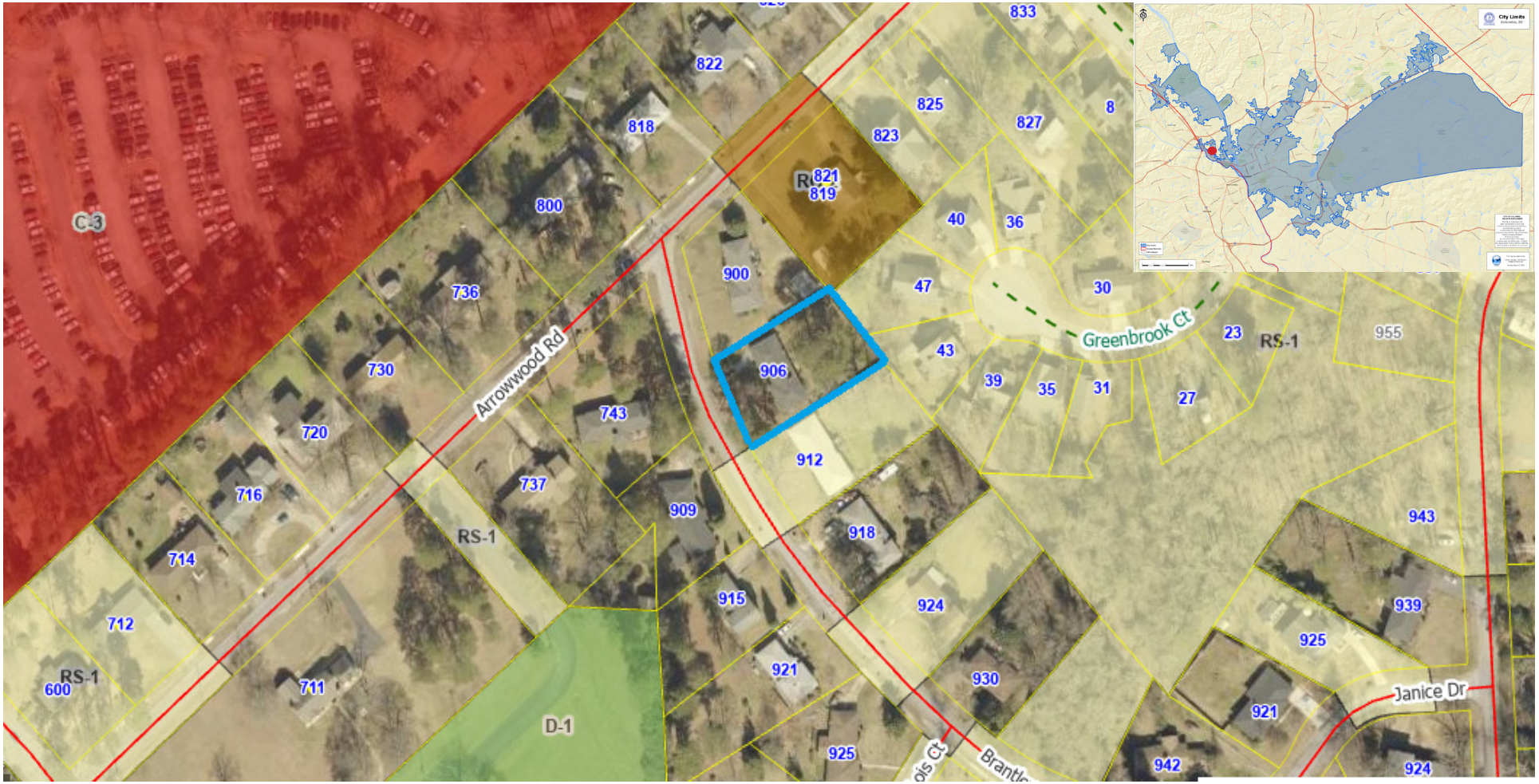
Attachment: 2020-081 annex 906 Brantley (6181 : ANNEX-2020-0014: 906 Brantley Street; TMS# 07306-02-36)



Attachment: 2020-081 annex 906 Brantley (6181 : ANNEX-2020-0014: 906 Brantley Street; TMS#

Zoning Map

906 Brantley Street, TMS# 07306-02-36;
Current Zoning: RS-LD, Proposed Zoning: RS-1



We Are Columbia

Prepared by: Shane Shaughnessy
May 19, 2020

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Attachment: 2020-081 annex 906 Brantley (6181 : ANNEX-2020-0014: 906 Brantley Street; TMS# 07306-02-

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, if any, situate, lying and being near the City of Columbia, in the County of Richland, State of South Carolina, containing 0.4 acres, more or less, and shown and designated as block 02, lot 36 on Richland County Tax Map 07306. Said parcel having such boundaries and measurements as are shown on said tax map.

Richland County TMS: 07306-02-36

Property Addresses: 906 Brantley Street

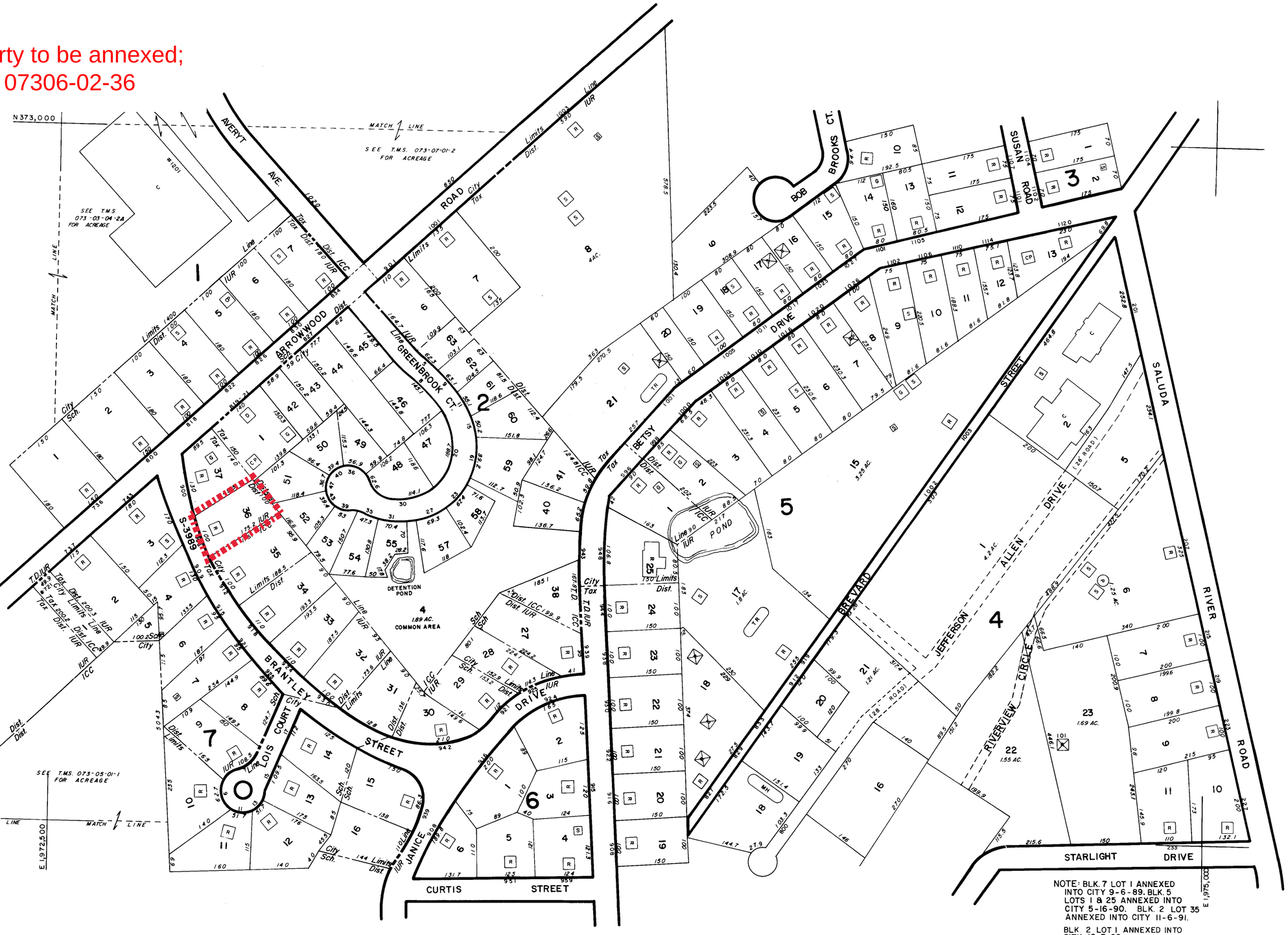
BY: Maria S. Smith
Maria S. Smith

Date: May 10, 2020

Attachment: 2020-081 annex 906 Brantley (6181 : ANNEX-2020-0014: 906 Brantley Street; TMS# 07306-02-36)

07306

= Property to be annexed;
TMS# 07306-02-36



Prepared by
KUCERA & ASSOCIATES
Photogrammetric Consultants
Mentor, Ohio

REVISIONS	
DATE FIELD CHECKED	DATE LAST REVISED
12/83	12/04
12/86	12/05
12/87	12/06
12/88	-
	12/01
	12/02
	12/03

PROPERTY LINE
RIGHT OF WAY
CITY LIMITS
SCHOOL DIST
RAILROAD
PUBLIC ROAD AND BLOCK DIVIDER

LEGEND

R — DENOTES BUILDING USE
R - RESIDENTIAL
C - COMMERCIAL
ETC.
(B) (C) DENOTES SEPARATE OWNER FROM BUILDING

BLOCK NO 50
LOT NO 50
LOT MEASUREMENT 150.5
ACREAGE 6.55 AC
ADDRESS 1204

PROPERTY TAX MAP
RICHLAND COUNTY
SOUTH CAROLINA

THIS MAP OR PHOTO SOLD BY THE RICHLAND COUNTY ASSESSOR'S OFFICE, THE BOARD OF ASSESSMENT CONTROL RESERVES THE EXCLUSIVE RIGHT TO SELL AND NO RESALE OR REPRODUCTIONS FOR RESALE PURPOSES IS PERMITTED.

MAP KEY

073-03	073-07	073-11
073-02	073-06	073-10
073-01	073-05	073-09

GRAPHIC SCALE
0 100 200 300
1" = 100'
LOCATION AND DIMENSIONS OF BUILDINGS MAY NOT BE DRAWN TO SCALE.

NORTH

PROPERTY MAP SHEET NO
07306
SCHOOL DISTRICT
IUR, ICC

Attachment: 2020-081 annex 906 Brantley (6181 : ANNEX-2020-0014: 906 Brantley Street; TMS# 07306-02-36)

We Are Columbia

MEETING DATE: **September 15, 2020**

DEPARTMENT: **Planning and Development Services**

FROM: ***Krista Hampton, Director***

SUBJECT: **ANNEXATION, COMPREHENSIVE PLAN MAP AMENDMENT, AND ZONING MAP AMENDMENT for 3801 Eureka Street; TMS# 13708-09-22**

FUNDING SOURCE & ORIGINAL BUDGET:

CLEAN WATER 2020?: **Yes**

PURPOSE:

Ordinance No.: 2020-083 Annexing and Incorporating 3801 Eureka Street, Richland County TMS #13708-09-22 into Columbia Compass: Envision 2036 adopted by Ordinance No.: 2020-028 on August 4, 2020

Council District: 3

Proposal: Request to annex the property, assign land use classification of Urban Core Residential Small Lot (UCR-1) and assign zoning of Single Family Residential District (RS-3). The property is currently classified as Mixed Residential (High Density) and zoned RS-HD by Richland County.

Applicant: Kevin Patrick Pazdernik

Staff Recommendation: Approval

PC Recommendation: 08/03/2020; Approval (6-0)

ATTACHMENTS:

- ANNEX-2020-0016_Eureka3801_ZPH (PDF)
- 2020-083 annex-incorporate 3801 Eureka Street (PDF)

CITY COUNCIL

September 15, 2020 at 2:00pm
Virtual Meeting Using Video Conferencing Technology, Columbia, SC

ANNEXATION, COMPREHENSIVE PLAN MAP AMENDMENT, AND ZONING MAP AMENDMENT CASE SUMMARY
3801 Eureka Street; TMS# 13708-09-22

Council District:	3
Proposal:	Request to annex the property, assign land use classification of Urban Core Residential Small Lot (UCR-1) and assign zoning of Single Family Residential District (RS-3). The property is currently classified as Mixed Residential (High Density) and zoned RS-HD by Richland County.
Applicant:	Kevin Patrick Pazdernik
Staff Recommendation:	Approval
PC Recommendation:	08/03/2020; Approval (6-0)
ZPH, 1st Reading:	09/15/2020; Pending
2nd Reading:	10/06/2020; Pending

CURRENT PARCEL CHARACTERISTICS/CONDITIONS

Acreage: 0.27 acres
Current Use: Residential
Proposed Use: Residential
Reason for Annexation: Municipal Services
Urban Service Area: Donut Hole - Primary
Current County Land Use Classification: Mixed Residential (High Density)
Proposed City Land Use Classification: Urban Core Residential Small Lot (UCR-1)
Current County Zoning: Single Family Residential - High Density (RS-HD)
Proposed City Zoning: Single Family Residential District (RS-3)
Census Tract: 26.03

DETERMINATION FOR CITY SERVICES

The following determination is an estimate of the benefits and costs associated with the annexation of the subject property:

Police
We find that the proposed annexation will result in an increased number of calls for service. The estimated cost to serve this existing single family residence is **approximately $180 annually** based on a year's calls for service in nearby residential areas in the City.

Attachment: ANNEX-2020-0016_Eureka3801_ZPH (6182 : ANNEX-2020-0016: 3801 Eureka Street; TMS# 13708-09-22)

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
Solid Waste provides service in this neighborhood. The cost associated with solid waste service is **approximately $187.00 annually per household**.

Engineering
Because water and sewer lines currently exist in this area, the Utilities and Engineering Division **will not incur any costs** associated with this annexation. New sewer service has been requested for this property.

Water Customer Care
The customers on the annexed property will pay water and sewer rates approximately **40% lower** than out-of-city customers.

Planning & Development Services
We recommend approval of the annexation of this single family residence, as it is located within a designated Primary Donut Hole in the Urban Service Area plan. The estimated real estate tax revenue generated for the City will be **approximately $400 per year**, based on the current tax rate and value estimates.

* Estimated City Tax Revenue is based on **2019 millage** for real property and calculated as: ((Taxable Value × Tax Rate) × 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 2019 tax year).

PLANS, POLICIES, AND LAND USE

Urban Service Area

Subject parcel is in a "Donut Hole" 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 are unincorporated areas that are completely surrounded by the City of Columbia and/or another municipality. These areas pose a number of challenges to the City that can be addressed through annexation. They can often cause inefficiencies in the delivery of services due to confusion about jurisdiction. Also, 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 and the costs to taxpayers are germane to City and County property both, which results in a greater impact to City residents since they pay City and County taxes.

Comprehensive Plan Land Use Classification
The proposed future land use for the subject property is Urban Core Residential Small Lot (UCR-1) in the Future Land Use Map. The property is currently assigned a future land use of Mixed Residential (High Density) by Richland County.

Urban Core Residential Small Lot neighborhoods are common just outside the urban center; most were subdivided before 1950 and continue the grid or street network from the original planned portion of the City. This development type may represent existing neighborhoods and is also a development form appropriate for medium to large-scale redevelopments or infill sites. Traditional and contemporary architectural styles have a place in these neighborhoods. When infill development is designed, scale and orientation of existing structures on the block should act as design presets.

Primary Types

- Single Family Detached

Attachment: ANNEX-2020-0016_Eureka3801_ZPH (6182 : ANNEX-2020-0016: 3801 Eureka Street; TMS# 13708-09-22)

Secondary Types

- Single-family Attached
- Two-family
- Three-family

Tertiary Types

- 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 located within the study area of the *Rosewood Corridor & Neighborhood Plan* (2012). As the subject property was not located within the City limits at the time of the planning effort, no specific recommendations for future land use or zoning were made for the property, though the plan did note that the property could be located within the potential neighborhood design overlay area (Ch. 4 Page 32). In general, the Plan discusses the need for walkability and improved/maintained tree canopy within Rosewood.

PROPOSED ZONING DISTRICT SUMMARY

The parcel is currently zoned RS-HD by Richland County. Surrounding parcels within the City of Columbia are currently zoned Single Family Residential (RS-3) to the South, North, and West and Single Family Residential District (RS-1) to the West. Surrounding parcels within unincorporated Richland County are currently zoned Single Family Residential-High Density (RS-HD) to the East.

The proposed City of Columbia zoning district is Single Family Residential District (RS-3).

Single Family Residential District (RS-3)

The RS-1, RS-1A, RS-1B, RS-2 and RS-3 districts are intended as single-family residential areas with detached units with low to medium population densities. Use regulations for the single-family districts are identical, but contain varying classes of lot width and lot area, and these dimensional differences are intended to be preserved. Certain structures and uses required to serve governmental, educational, religious, noncommercial recreational, and other needs of those areas are permitted outright within such districts or are permissible as special exceptions subject to restrictions and requirements intended to preserve and protect the single-family residential character of the district.

STAFF RECOMMENDATION

Staff recommends City Council annex the property, assign a future land use classification of Urban Core Residential Small Lot (UCR-1), and assign zoning of Single Family Residential District (RS-3) at the time of annexation.

Attachment: ANNEX-2020-0016_Eureka3801_ZPH (6182 : ANNEX-2020-0016: 3801 Eureka Street; TMS# 13708-09-22)

Attachment: ANNEX-2020-0016_Eureka3801_ZPH (6182 : ANNEX-2020-0016: 3801 Eureka Street;

Land Use Map

3801 Eureka Street, TMS# 13708-09-22;
Current Rich. Co. FLU: Mixed Residential (High Density), Proposed FLU: UCR-1

N

UCMR-1 - Urban Core Mixed Residential - 1	UCR-2 - Urban Core Residential Large Lot	UEAC-2 - Urban Edge Regional Activity Center	S/A - Sports/Amusement
UCMR-2 - Urban Core Mixed Residential - 2	UER-1 - Urban Edge Residential Small Lot	AC-1 - Neighborhood Activity Corridor	C/I - Civic/Institutional
UCMR-3 - Urban Core Mixed Residential - 3	UER-2 - Urban Edge Residential Large Lot	AC-2 - Community Activity Corridor	CBA - Central Business Area
UEMR - Urban Edge Mixed Residential	UCAC-1 - Urban Core Neighborhood Activity Center	AC-3 - Regional Activity Corridor	ZOO - Riverbanks Zoo & Garden
UCMF - Urban Core Multi-family	UCAC-2 - Urban Core Community Activity Center	EC - Employment Campus	U/C - Universities/Colleges
UEMF - Urban Edge Multi-family	UCAC-3 - Urban Core Regional Activity Center	IND - Industrial	FJ - Fort Jackson
UCR-1 - Urban Core Residential Small Lot	UEAC-1 - Urban Edge Community Activity Center	TU - Transportation & Utilities	T/S - Transitional/Sensitive Lands

We Are Columbia

Prepared by: Shane Shaughnessy
August 6, 2020

DISCLAIMER:
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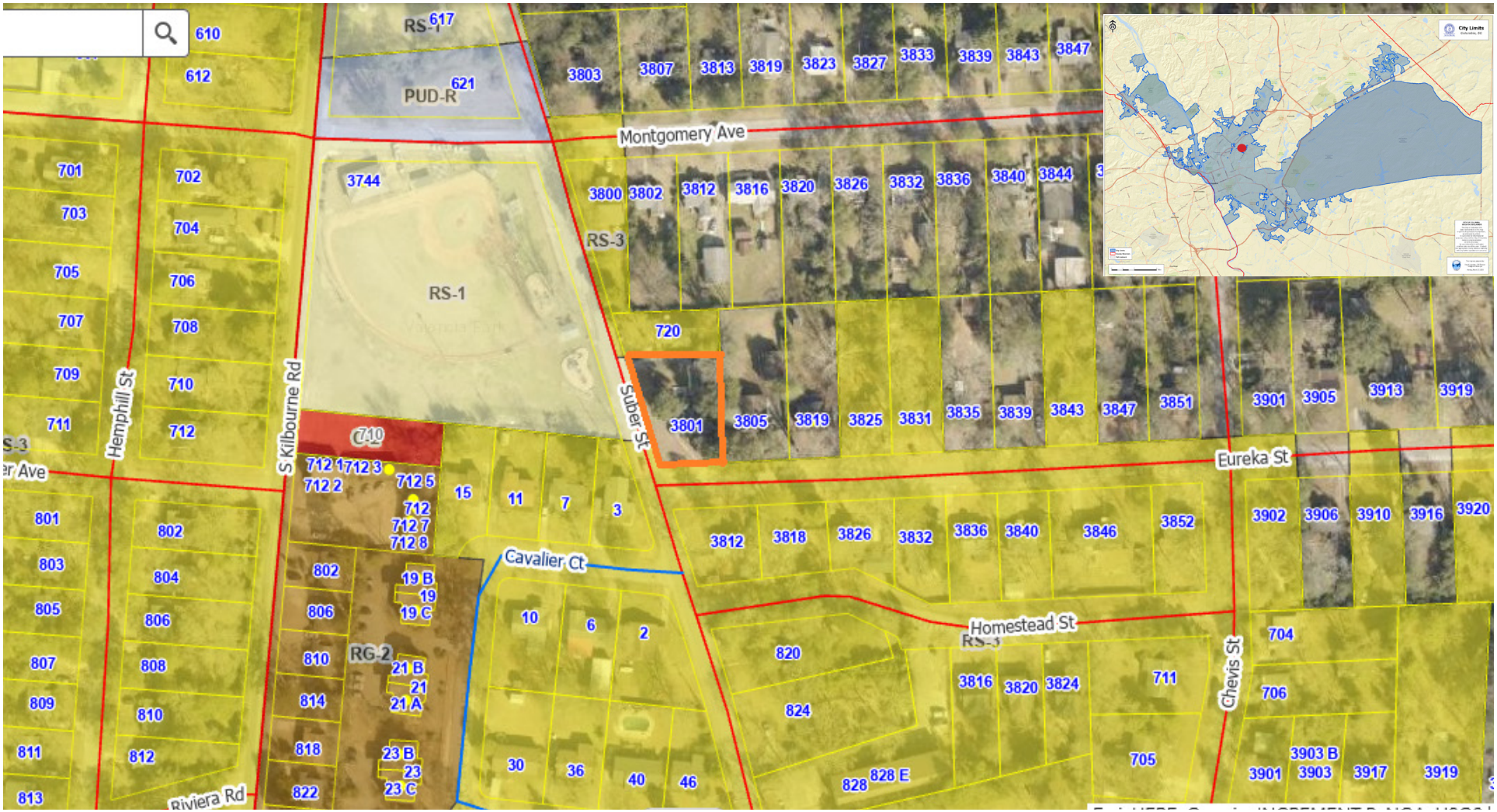
Attachment: ANNEX-2020-0016_Eureka3801_ZPH (6182 : ANNEX-2020-0016: 3801 Eureka Street; TMS#

Zoning Map

3801 Eureka Street, TMS# 13708-09-22;
Current Rich. Co. Zoning: RS-HD, Proposed Zoning: RS-3



CITY of COLUMBIA, S.C.
JUSTITIA VIRTUTUM REGINA
We Are Columbia

N

Prepared by: Shane Shaughnessy
July 10, 2020

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Attachment: ANNEX-2020-0016_Eureka3801_ZPH (6182 : ANNEX-2020-0016: 3801 Eureka Street; TMS#

LEGAL DEPARTMENT - CITY OF COLUMBIA
Attachment: 2020-083 annex-incorporate 3801 Eureka Street (6182 : ANNEX-2020-0016: 3801 Eureka Street; TMS# 13708-09-22)

ORDINANCE NO.: 2020-083

Annexing and Incorporating 3801 Eureka Street, Richland County TMS #13708-09-22 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, ___ day of _____, 2020, 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 effective immediately. This property shall be assigned a future land use classification of Urban Core Residential Small Lot (UCR-1), zoning of Single Family Residential District (RS-3), apportioned to City Council District 3, Census Tract 26.03, and contains 0.27 acres.

PROPERTY DESCRIPTION: See Attached Exhibit "A"

Richland County TMS NO.: 13708-09-22

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:

T. A. Knox

_____
City Attorney

ATTEST:

_____
City Clerk

Introduced:
Final Reading:

Last revised: 8/25/2020
20006395

EXHIBIT "A"
PROPERTY DESCRIPTION
ORDINANCE NO.: 2020-083

All that certain piece, parcel or lot of land, with improvements thereon, if any, situate, lying and being near the City of Columbia, in the County of Richland, State of South Carolina, containing 0.27 acres, and shown on a plat prepared for Terrance P. Cooper, Sr., by Baxter Land Surveying Co., dated August 21, 2012 and recorded August 27, 2012 in Book 1790 at Page 3394 in the Office of the Register of Deeds for Richland County, the property having the metes and bounds as shown on said plat.

Attachment: 2020-083 annex-incorporate 3801 Eureka Street (6182 : ANNEX-2020-0016: 3801 Eureka Street; TMS# 13708-09-22)

MEMORANDUM

Office of the City Manager

TO: Department Heads

FROM: Teresa Wilson, City Manager

DATE: July 16, 2020

RE: **Property Address:** 3801 Eureka Street
Richland County TMS#: 13708-09-22
Owner(s): Kevin Patrick Pazdernik
Current Use: Residential
Proposed Use: Residential
Current County Land Use: Mixed Residential (High Density)
Proposed City Land Use: Urban Core Residential Small Lot (UCR-1)
Current County Zoning: Residential Single Family - High Density (RS-HD)
Proposed City Zoning: Single Family Residential (RS-3)
Reason for Annexation: Municipal Services; Donut Hole
City Council District: 3
Census Tract: 26.03

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 **July 13, 2020** 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
Aubrey Jenkins, Fire Chief
Joseph Jaco, Director, Utility Operations
Robert Anderson, Public Works Director
Krista Hampton, Planning & Development Services
Lakesha Shannon, Business License Administrator
Greg Williams, Deputy Business License Administrator
Tiffany Latimer, Customer Care Administrator
Jerry Thompson, Building Official
Michelle Brazell, Engineering
Denny Daniels, Engineering
Police Planning & Research
Alfreda Tindal, Richland Co. 911 Addressing Coordinator
Missy Gentry, Assistant City Manager
Teresa Knox, City Attorney
William Holbrook, Police Chief
Dana Higgins, Director, Engineering
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
John Fellows, Planning Administrator
Tori Salvant, Dev. Center Administrator

Planning Commission Land Use Recommendation: UCR-1 (Land Use classification) by 6 - 0.

on 8/3/20 (mm/dd/yyyy).

Planning Commission Zoning Recommendation: RS-3 (Zoning classification) by 6 - 0.

on 8/3/20 (mm/dd/yyyy).

(Signature of Annexation Coordinator)

Attachment: 2020-083 annex-incorporate 3801 Eureka Street (6182 : ANNEX-2020-0016: 3801 Eureka Street; TMS# 13708-09-22)

Attachment: 2020-083 annex-incorporate 3801 Eureka Street (6182 : ANNEX-2020-0016: 3801

Land Use Map

3801 Eureka Street., TMS# 13708-09-22;
Current Rich. Co. FLU: Mixed Residential High Density, Proposed FLU: UCR-1

Attachment: 2020-083 annex-incorporate 3801 Eureka Street (6182 : ANNEX-2020-0016: 3801 Eureka

We Are Columbia

N

Prepared by: Shane Shaughnessy
July 10, 2020

UCMR-1 - Urban Core Mixed Residential - 1	UCR-2 - Urban Core Residential Large Lot	UEAC-2 - Urban Edge Regional Activity Center	S/A - Sports/Amusement
UCMR-2 - Urban Core Mixed Residential - 2	UER-1 - Urban Edge Residential Small Lot	AC-1 - Neighborhood Activity Corridor	C/I - Civic/Institutional
UCMR-3 - Urban Core Mixed Residential - 3	UER-2 - Urban Edge Residential Large Lot	AC-2 - Community Activity Corridor	CBA - Central Business Area
UEMR - Urban Edge Mixed Residential	UCAC-1 - Urban Core Neighborhood Activity Center	AC-3 - Regional Activity Corridor	ZOO - Riverbanks Zoo & Garden
UCMF - Urban Core Multi-family	UCAC-2 - Urban Core Community Activity Center	EC - Employment Campus	U/C - Universities/Colleges
UEMF - Urban Edge Multi-family	UCAC-3 - Urban Core Regional Activity Center	IND - Industrial	FJ - Fort Jackson
UCR-1 - Urban Core Residential Small Lot	UEAC-1 - Urban Edge Community Activity Center	TU - Transportation & Utilities	T/S - Transitional/Sensitive Lands

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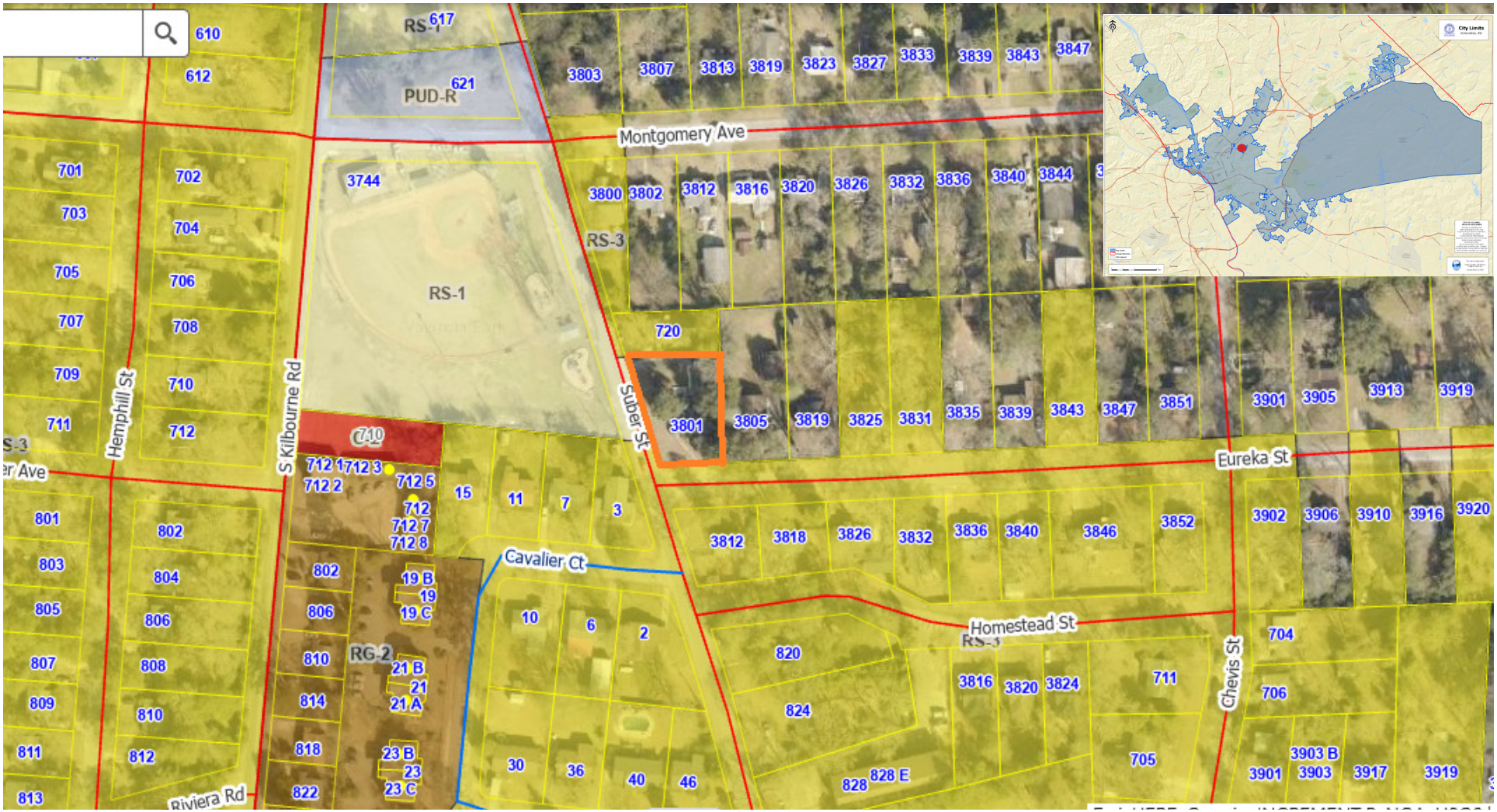
Zoning Map

3801 Eureka Street, TMS# 13708-09-22;
Current Rich. Co. Zoning: RS-HD, Proposed Zoning: RS-3



Attachment: 2020-083 annex-incorporate 3801 Eureka Street (6182 : ANNEX-2020-0016: 3801 Eureka

CITY of COLUMBIA, S.C. JUSTITIA VIRTUTUM REGINA
We Are Columbia

N

Prepared by: Shane Shaughnessy
July 10, 2020

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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, if any, situate, lying and being near the City of Columbia, in the County of Richland, State of South Carolina, containing 0.27 acres, and shown on a plat prepared for Terrence P. Cooper, Sr., by Baxter Land Surveying Co., dated August 21, 2012 and recorded August 27, 2012 in Book 1790 at Page 3394 in the Office of the Register of Deeds for Richland County, the property having the metes and bounds as shown on said plat.

Richland County TMS: 13708-09-22

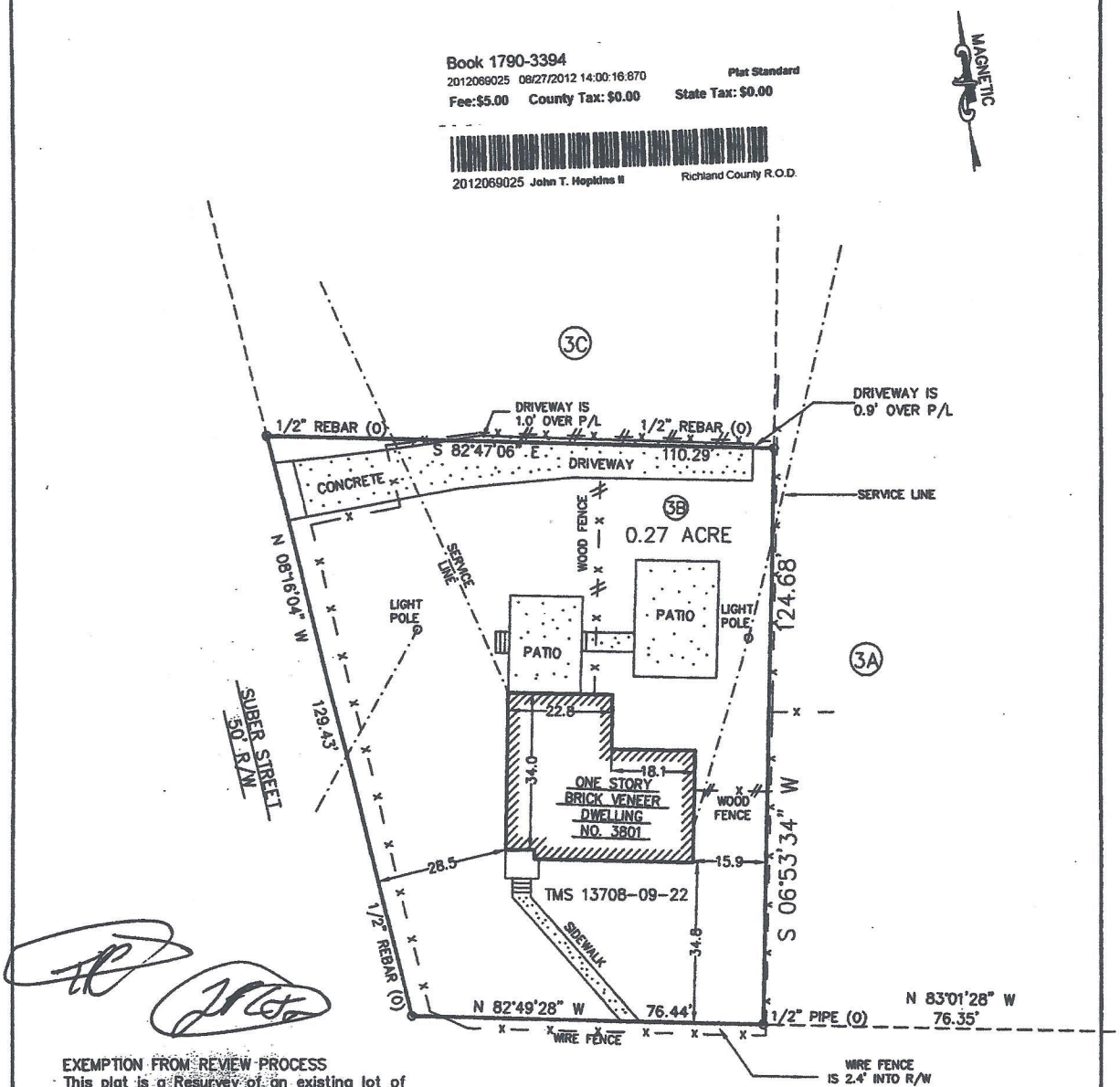
Property Addresses: 3801 Eureka Street

BY: _____ Date: 7/7/20
Kevin Patrick Pazdernik

Attachment: 2020-083 annex-incorporate 3801 Eureka Street (6182 : ANNEX-2020-0016: 3801 Eureka Street; TMS# 13708-09-22)

PROPERTY MAY BE SUBJECT TO RECORDED OR UNRECORDED EASEMENTS OR RESTRICTIONS NOT OBSERVED AND TO INFORMATION REVEALED IN A COMPLETE TITLE SEARCH. THE SURVEYOR DID NOT PERFORM A TITLE SEARCH. UNDERGROUND UTILITIES MAY BE PRESENT BUT THEIR LOCATION WAS NOT DETERMINED.

Book 1790-3394
2012069025 08/27/2012 14:00:16:870 Plat Standard
Fee:$5.00 County Tax: $0.00 State Tax: $0.00
2012069025 John T. Hopkins II Richland County R.O.D.



EXEMPTION FROM REVIEW PROCESS
This plat is a Resurvey of an existing lot of record with no changes to existing lot lines.

ROSSER W. BAXTER, JR. SCPLS NO. 7613

SOUTH CAROLINA
BAXTER LAND SURVEYING COMPANY, INC.
No. C00015
CERTIFICATE OF AUTHORIZATION

PLAT PREPARED FOR
TERRENCE P. COOPER, SR.

RICHLAND COUNTY, NEAR COLUMBIA, SC

THE SAME BEING SHOWN AS LOT NO. 3B ON PLAT PREPARED FOR JANIE BENSON-WEBB BY BAXTER LAND SURVEYING CO., INC., DATED SEPTEMBER 15, 2004, AND RECORDED IN THE OFFICE OF RGISTER OF DEEDS FOR RICHLAND COUNTY IN BOOK 987, PAGE 444.

I HEREBY STATE THAT TO THE BEST OF MY PROFESSIONAL KNOWLEDGE, INFORMATION, AND BELIEF, THE SURVEY HEREIN WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE STANDARDS OF PRACTICE MANUAL FOR SURVEYING IN SOUTH CAROLINA, AND MEETS OR EXCEEDS THE REQUIREMENTS FOR A CLASS "B" SURVEY AS SPECIFIED THEREIN, ALSO THERE ARE NO VISIBLE ENCROACHMENTS OR PROJECTIONS OTHER THAN SHOWN.

0 15 30' 60'

1" = 30'

AUGUST 21, 2012

BAXTER LAND SURVEYING CO., INC.
2204 DEVINE STREET
COLUMBIA, SC 29205
(803)-252-8564

ROSSER W. BAXTER, JR. SCPLS NO. 7613

Attachment: 2020-083 annex-incorporate 3801 Eureka Street (6182 : ANNEX-2020-0016: 3801 Eureka Street; TMS# 13708-09-22)

We Are Columbia

MEETING DATE: **September 15, 2020**

DEPARTMENT: **Planning and Development Services**

FROM: ***Krista Hampton, Director***

SUBJECT: **ANNEXATION, COMPREHENSIVE PLAN MAP AMENDMENT, AND ZONING MAP AMENDMENT for 3834 and 3836 W. Beltline Blvd.; TMS# 11609-09-03**

FUNDING SOURCE & ORIGINAL BUDGET:

CLEAN WATER 2020?: **Yes**

PURPOSE:

Ordinance No.: 2020-084 Annexing and Incorporating 3834 West Beltline Boulevard and 3836 West Beltline Boulevard, Richland County TMS #11609-09-03 into Columbia Compass: Envision 2036 adopted by Ordinance No.: 2020-028 on August 4, 2020

Council District:2

Proposal: Request to annex the property, assign land use classification of Community Activity Corridor (AC-2) and assign zoning of General Commercial District (C-3). The property is currently classified as Mixed Residential (High Density) and zoned GC by Richland County.

Applicant: Whit Investments, LLC

Staff Recommendation: Approval

PC Recommendation: 08/03/2020; Approval (6-0)

ATTACHMENTS:

- ANNEX-2020-0017_WBeltline3834_36_ZPH (PDF)
- 2020-084 annex-incorporate 3834 and 3836 W Beltline (PDF)

CITY COUNCIL

September 15, 2020 at 2:00pm
Virtual Meeting Using Video Conferencing Technology, Columbia, SC

ANNEXATION, COMPREHENSIVE PLAN MAP AMENDMENT, AND ZONING MAP AMENDMENT CASE SUMMARY
3834 and 3836 W. Beltline Blvd.; TMS# 11609-09-03

Council District:	2
Proposal:	Request to annex the property, assign land use classification of Community Activity Corridor (AC-2) and assign zoning of General Commercial District (C-3). The property is currently classified as Mixed Residential (High Density) and zoned GC by Richland County.
Applicant:	Whit Investments, LLC
Staff Recommendation:	Approval
PC Recommendation:	08/03/2020; Approval (6-0)
ZPH, 1st Reading:	09/15/2020; Pending
2nd Reading:	10/06/2020; Pending

CURRENT PARCEL CHARACTERISTICS/CONDITIONS

Acreage: 0.24 acres
Current Use: Commercial (vacant)
Proposed Use: Commercial
Reason for Annexation: Municipal Services
Urban Service Area: Donut Hole - Primary
Current County Land Use Classification: Mixed Residential (High Density)
Proposed City Land Use Classification: Community Activity Corridor (AC-2)
Current County Zoning: General Commercial (GC)
Proposed City Zoning: General Commercial District (C-3)
Census Tract: 9

DETERMINATION FOR CITY SERVICES

The following determination is an estimate of the benefits and costs associated with the annexation of the subject property:

Police
We find that the proposed annexation will result in an increased number of calls for service. The estimated cost to serve this existing commercial building is **approximately $800 annually** based on a year's calls for service for similar nearby commercial properties in the City.

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.

Attachment: ANNEX-2020-0017_WBeltline3834_36_ZPH (6183 : ANNEX-2020-0017: 3834 and 3836 W. Beltline Blvd.; TMS# 11609-09-03)

Solid Waste
There are **no anticipated costs** to the Solid Waste Division as service is not typically provided to this type of use.

Engineering
Because water and sewer lines currently exist in this area, the Utilities and Engineering Division **will not incur any costs** associated with this annexation.

Water Customer Care
The customers on the annexed property will pay water and sewer rates approximately **40% lower** than out-of-city customers.

Planning & Development Services
We recommend approval of the annexation of this commercial structure, as it is located within a designated Primary Donut Hole in the Urban Service Area plan. The estimated real estate tax revenue generated for the City will be **approximately $600 per year**, based on the current tax rate and value estimates.

* Estimated City Tax Revenue is based on **2019 millage** for real property and calculated as: ((Taxable Value × Tax Rate) × 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 2019 tax year).

PLANS, POLICIES, AND LAND USE

Urban Service Area

Subject parcel is in a "Donut Hole" 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 are unincorporated areas that are completely surrounded by the City of Columbia and/or another municipality. These areas pose a number of challenges to the City that can be addressed through annexation. They can often cause inefficiencies in the delivery of services due to confusion about jurisdiction. Also, 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 and the costs to taxpayers are germane to City and County property both, which results in a greater impact to City residents since they pay City and County taxes.

Comprehensive Plan Land Use Classification
The proposed future land use for the subject property is Community Activity Corridor (AC-2) in the Future Land Use Map. The property is currently assigned a future land use of Mixed Residential (High Density) by Richland County.

Community Activity Corridors are a linear extension of a Community Activity Center. They contain nearly identical building types and uses to a Community Activity Center; the primary difference is the configuration of the lots and the lack of an internal subdivision or street network. Uses are built on frontage lots along principal and minor arterial roadways. they serve surrounding neighborhoods within a 3-5 mile drive and typically consist of a variety of commercial and service uses.

Primary Types
- Multi-family Mixed-use Small & Medium
- Business/Employment Small & Medium (excl. Flex)

Secondary Types
- Multi-family Small & Medium

Attachment: ANNEX-2020-0017_WBeltline3834_36_ZPH (6183 : ANNEX-2020-0017: 3834 and 3836 W. Beltline Blvd.; TMS# 11609-09-03)

Tertiary Types

- Single-family Attached
- Civic/Institutional Small to Large
- Business/Employment Large (excl. Flex)
- Cemeteries & Mausoleums
- Parking Structures & Lots

Existing Neighborhood, Small Area, Community, and/or Corridor Plans

The subject property is not located within the study area of a neighborhood, area, community, or corridor plan adopted by the City of Columbia or Richland County.

PROPOSED ZONING DISTRICT SUMMARY

The parcel is currently zoned GC by Richland County. Surrounding parcels within the City of Columbia are currently zoned General Commercial District (C-3) to the North and West. Surrounding parcels within unincorporated Richland County are currently zoned GC to the East, South, and West.

The proposed City of Columbia zoning district is General Commercial District (C-3).

General Commercial District (C-3)

The C-3 district is intended to accommodate a variety of general commercial and nonresidential uses characterized primarily by retail, office and service establishments and oriented primarily to major traffic arteries or extensive areas of predominantly commercial usage and characteristics. Certain related structures and uses are permitted outright or are permissible as special exceptions subject to restrictions and requirements intended to best fulfill the intent of this article. It is not the intent of this article to encourage the development of long, narrow strips of commercial development fronting on major arteries, often referred to as strip commercial areas. Such development is often incompatible with adjacent uses and may lead to the eventual formation of commercial slums, damage the traffic-carrying capacities of streets, increase congestion, lead to depreciation of property values in adjacent areas, encourage undue dispersion of commercial facilities to the inconvenience of the public, and create disproportionate costs in the provision of governmental services.

STAFF RECOMMENDATION

Staff recommends City Council annex the property, assign a future land use classification of Mixed Residential (High Density) and assign zoning of General Commercial District (C-3) at the time of annexation.

Attachment: ANNEX-2020-0017_WBeltline3834_36_ZPH (6183 : ANNEX-2020-0017: 3834 and 3836 W. Beltline Blvd.; TMS# 11609-09-03)

Attachment: ANNEX-2020-0017_WBeltline3834_36_ZPH (6183 : ANNEX-2020-0017: 3834

Land Use Map

3834 and 3836 W. Beltline Blvd, TMS# 11609-09-03;
Current Rich. Co. FLU: Mixed Residential (High Density), Proposed FLU: AC-2

N

UCMR-1 - Urban Core Mixed Residential - 1	UCR-2 - Urban Core Residential Large Lot	UEAC-2 - Urban Edge Regional Activity Center	S/A - Sports/Amusement
UCMR-2 - Urban Core Mixed Residential - 2	UER-1 - Urban Edge Residential Small Lot	AC-1 - Neighborhood Activity Corridor	C/I - Civic/Institutional
UCMR-3 - Urban Core Mixed Residential - 3	UER-2 - Urban Edge Residential Large Lot	AC-2 - Community Activity Corridor	CBA - Central Business Area
UEMR - Urban Edge Mixed Residential	UCAC-1 - Urban Core Neighborhood Activity Center	AC-3 - Regional Activity Corridor	ZOO - Riverbanks Zoo & Garden
UCMF - Urban Core Multi-family	UCAC-2 - Urban Core Community Activity Center	EC - Employment Campus	U/C - Universities/Colleges
UEMF - Urban Edge Multi-family	UCAC-3 - Urban Core Regional Activity Center	IND - Industrial	FJ - Fort Jackson
UCR-1 - Urban Core Residential Small Lot	UEAC-1 - Urban Edge Community Activity Center	TU - Transportation & Utilities	T/S - Transitional/Sensitive Lands

We Are Columbia

Prepared by: Shane Shaughnessy
August 6, 2020

DISCLAIMER:
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Attachment: ANNEX-2020-0017_WBeltline3834_36_ZPH (6183 : ANNEX-2020-0017: 3834 and 3836 W.

Zoning Map

3834 and 3836 W. Beltline Blvd., TMS# 11609-09-03;
Current Rich. Co. Zoning: GC, Proposed Zoning: C-3

We Are Columbia

N

Prepared by: Shane Shaughnessy
July 10, 2020

DISCLAIMER:
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Attachment: ANNEX-2020-0017_WBeltline3834_36_ZPH (6183 : ANNEX-2020-0017: 3834 and 3836 W.

ORDINANCE NO.: 2020-084

Annexing and Incorporating 3834 West Beltline Boulevard and 3836 West Beltline Boulevard, Richland County TMS #11609-09-03 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, ___ day of _____, 2020, 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 effective immediately. This property shall be assigned a future land use classification of Community Activity Corridor (AC-2), zoning of General Commercial District (C-3), apportioned to City Council District 2, Census Tract 9 and contains 0.24 acres.

PROPERTY DESCRIPTION: See Attached Exhibit "A"

Richland County TMS NO.: 11609-09-03

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:

T. A. Knox

_____
City Attorney

ATTEST:

_____
City Clerk

Introduced:
Final Reading:

Last revised: 8/25/2020
20006396

LEGAL DEPARTMENT
Attachment: 2020-084 annex-incorporate 3834 and 3836 W Beltline (6183 : ANNEX-2020-0017: 3834 and 3836 W. Beltline Blvd.; TMS# 11609-09-

EXHIBIT "A"
PROPERTY DESCRIPTION
ORDINANCE NO.: 2020-084

All that certain piece, parcel or lot of land, with improvements thereon, if any, situate, lying and being near the City of Columbia, in the County of Richland, State of South Carolina, containing 0.24 acres, more or less, and shown and designated as block 09, lot 03 on Richland County Tax Map 11609-09-03. Said parcel having such boundaries and measurements as are shown on said tax map.

Last revised: 8/25/2020
20006396

Attachment: 2020-084 annex-incorporate 3834 and 3836 W Beltline (6183 : ANNEX-2020-0017: 3834 and 3836 W. Beltline Blvd.; TMS# 11609-09-

MEMORANDUM

Office of the City Manager

TO: Department Heads

FROM: Teresa Wilson, City Manager

DATE: July 17, 2020

RE: **Property Address:** 3834 and 3836 West Beltline Boulevard
Richland County TMS#: 11609-09-03
Owner(s): Whit Investments, LLC
Current Use: Vacant Commercial
Proposed Use: Commercial
Current County Land Use: Mixed Residential (High Density)
Proposed City Land Use: Community Activity Corridor (AC-2)
Current County Zoning: General Commercial (GC)
Proposed City Zoning: General Commercial (C-3)
Reason for Annexation: Municipal Services; Donut Hole
City Council District: 2
Census Tract: 9

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 **August 3, 2020** 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
Aubrey Jenkins, Fire Chief
Joseph Jaco, Director, Utility Operations
Robert Anderson, Public Works Director
Krista Hampton, Planning & Development Services
Lakesha Shannon, Business License Administrator
Greg Williams, Deputy Business License Administrator
Tiffany Latimer, Customer Care Administrator
Jerry Thompson, Building Official
Michelle Brazell, Engineering
Denny Daniels, Engineering
Police Planning & Research
Alfreda Tindal, Richland Co. 911 Addressing Coordinator
Missy Gentry, Assistant City Manager
Teresa Knox, City Attorney
William Holbrook, Police Chief
Dana Higgins, Director, Engineering
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
John Fellows, Planning Administrator
Tori Salvant, Dev. Center Administrator

Planning Commission Land Use Recommendation: AC-2 (Land Use classification) by 6 - 0.
on 8/3/20 (mm/dd/yyyy).

Planning Commission Zoning Recommendation: C-3 (Zoning classification) by 6 - 0.
on 8/3/20 (mm/dd/yyyy).

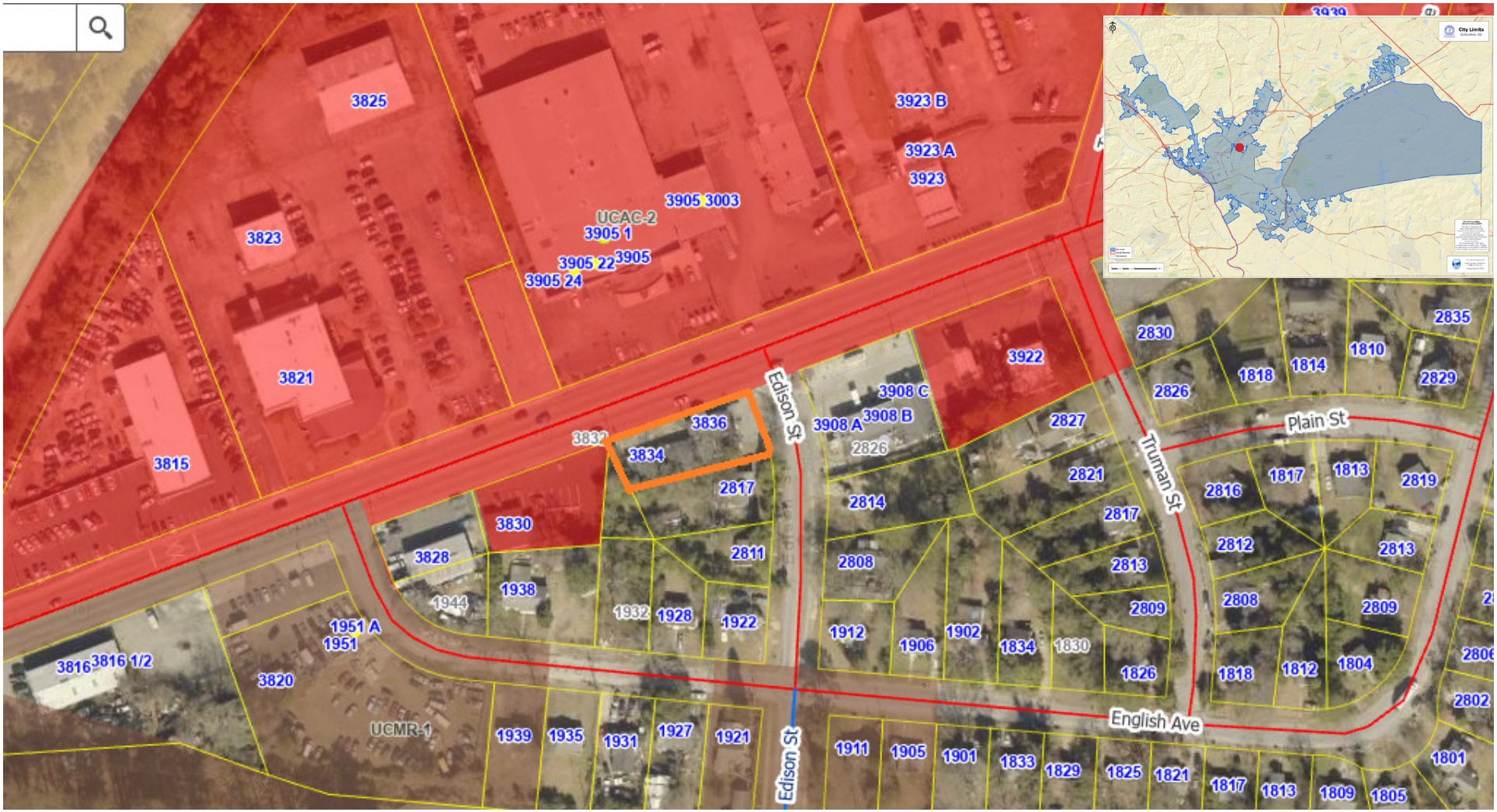
(Signature of Annexation Coordinator)

Attachment: 2020-084 annex-incorporate 3834 and 3836 W Beltline (6183 : ANNEX-2020-0017: 3834 and 3836 W. Beltline Blvd.; TMS# 11609-09-

Attachment: 2020-084 annex-incorporate 3834 and 3836 W Beltline (6183 : ANNEX-2020-

Land Use Map

3834 and 3835 W. Beltline Blvd., TMS# 11609-09-03;
Current Rich. Co. FLU: Mixed Residential High Density, Proposed FLU: AC-2



Prepared by: Shane Shaughnessy
July 10, 2020

UCMR-1 - Urban Core Mixed Residential - 1	UCR-2 - Urban Core Residential Large Lot	UEAC-2 - Urban Edge Regional Activity Center	S/A - Sports/Amusement
UCMR-2 - Urban Core Mixed Residential - 2	UER-1 - Urban Edge Residential Small Lot	AC-1 - Neighborhood Activity Corridor	C/I - Civic/Institutional
UCMR-3 - Urban Core Mixed Residential - 3	UER-2 - Urban Edge Residential Large Lot	AC-2 - Community Activity Corridor	CBA - Central Business Area
UEMR - Urban Edge Mixed Residential	UCAC-1 - Urban Core Neighborhood Activity Center	AC-3 - Regional Activity Corridor	ZOO - Riverbanks Zoo & Garden
UCMF - Urban Core Multi-family	UCAC-2 - Urban Core Community Activity Center	EC - Employment Campus	U/C - Universities/Colleges
UEMF - Urban Edge Multi-family	UCAC-3 - Urban Core Regional Activity Center	IND - Industrial	FJ - Fort Jackson
UCR-1 - Urban Core Residential Small Lot	UEAC-1 - Urban Edge Community Activity Center	TU - Transportation & Utilities	T/S - Transitional/Sensitive Lands

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Attachment: 2020-084 annex-incorporate 3834 and 3836 W Beltline (6183 : ANNEX-2020-0017: 3834 and

Zoning Map

3834 and 3836 W. Beltline Blvd., TMS# 11609-09-03;
Current Rich. Co. Zoning: GC, Proposed Zoning: C-3

Attachment: 2020-084 annex-incorporate 3834 and 3836 W Beltline (6183 : ANNEX-2020-0017: 3834 and

CITY of COLUMBIA, S.C.
JUSTITIA VIRTUTUM REGINA
We Are Columbia

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Prepared by: Shane Shaughnessy
July 10, 2020

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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, if any, situate, lying and being near the City of Columbia, in the County of Richland, State of South Carolina, containing 0.24 acres, more or less, and shown and designated as block 09, lot 03 on Richland County Tax Map 11609-09-03. Said parcel having such boundaries and measurements as are shown on said tax map

Richland County TMS:11609-09-03

Property Addresses: 3834 and 3836 West Beltline Boulevard

MCW

Whit Investments, LLC, Michael Wilkes its sole member

Wilks

BY: _____ Date: 6/30/2020

Michael Wilkes

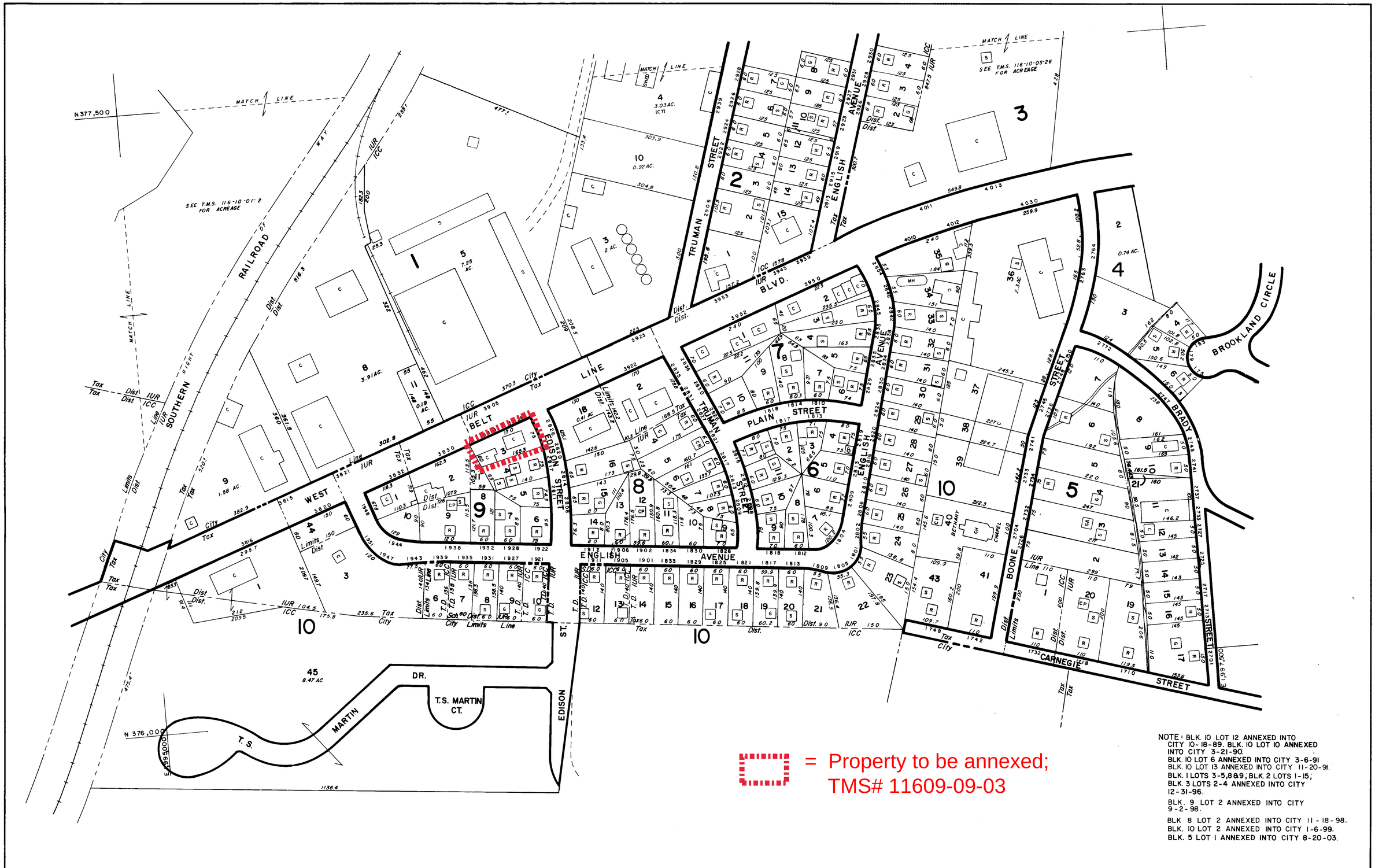
Wilks

MCW

ITS: **Sole Member**

Attachment: 2020-084 annex-incorporate 3834 and 3836 W Beltline (6183 : ANNEX-2020-0017: 3834 and 3836 W. Beltline Blvd.; TMS# 11609-09-

11609



= Property to be annexed;
TMS# 11609-09-03

NOTE: BLK. 10 LOT 12 ANNEXED INTO CITY 10-18-89. BLK. 10 LOT 10 ANNEXED INTO CITY 3-21-90.
BLK. 10 LOT 6 ANNEXED INTO CITY 3-6-91
BLK. 10 LOT 13 ANNEXED INTO CITY 11-20-91.
BLK. 1 LOTS 3-5,8&9; BLK. 2 LOTS 1-15;
BLK. 3 LOTS 2-4 ANNEXED INTO CITY 12-31-96.
BLK. 9 LOT 2 ANNEXED INTO CITY 9-2-98.
BLK 8 LOT 2 ANNEXED INTO CITY 11-18-98.
BLK. 10 LOT 2 ANNEXED INTO CITY 1-6-99.
BLK. 5 LOT 1 ANNEXED INTO CITY 8-20-03.

Prepared by
KUCERA & ASSOCIATES
Photogrammetric Consultants
Mentor, Ohio

REVISIONS	
DATE FIELD CHECKED	DATE LAST REVISED
12/83	12/04
12/84	12/05
12/85	12/06
12/86	
12/87	12/01
12/88	12/02
	12/03

LEGEND

PROPERTY LINE
RIGHT OF WAY
CITY LIMITS
SCHOOL DIST
RAILROAD
PUBLIC ROAD AND
BLOCK DIVIDER

R — DENOTES BUILDING USE
R - RESIDENTIAL
C - COMMERCIAL
ETC.
(B) (C) DENOTES SEPARATE OWNER FROM BUILDING

BLOCK NO	50
LOT NO	50
LOT MEASUREMENT	150.5
ACREAGE	6.55 AC
ADDRESS	1204

PROPERTY TAX MAP
RICHLAND COUNTY
SOUTH CAROLINA

RICHLAND COUNTY SOUTH CAROLINA 1799

THIS MAP OR PHOTO SOLD BY THE RICHLAND COUNTY ASSESSOR'S OFFICE THE BOARD OF ASSESSMENT CONTROL RESERVES THE EXCLUSIVE RIGHT TO SELL AND NO RESALE OR REPRODUCTIONS FOR RESALE PURPOSES IS PERMITTED

MAP KEY

116-06	116-10	116-14
116-05	116-09	116-13
115-08	115-12	115-16

GRAPHIC SCALE
0 100 200 300
1" = 100'

LOCATION AND DIMENSIONS OF BUILDINGS MAY NOT BE DRAWN TO SCALE.

NORTH

PROPERTY MAP SHEET NO.
11609

SCHOOL DISTRICT
ICC, IUR

Attachment: 2020-084 annex-incorporate 3834 and 3836 W Beltline (6183 : ANNEX-2020-0017: 3834 and 3836 W. Beltline Blvd.; TMS# 11609-09-03)

We Are Columbia

MEETING DATE: **September 15, 2020**

DEPARTMENT: **Planning and Development Services**

FROM: ***Krista Hampton, Director***

SUBJECT: **ANNEXATION, COMPREHENSIVE PLAN MAP AMENDMENT, AND ZONING MAP AMENDMENT for 18.1-acre portion of 300 Clemson Road; TMS# 25700-02-03(p)**

FUNDING SOURCE & ORIGINAL BUDGET:

CLEAN WATER 2020?: **Yes**

PURPOSE:

Ordinance No.: 2020-085 Annexing and Incorporating an 18.1-acre portion of 300 Clemson Road, Richland County TMS #25700-02-03(p) into Columbia Compass: Envision 2036 adopted by Ordinance No.: 2020-028 on August 4, 2020

Council District: 4

Proposal: Request to annex the property, assign land use classification of Urban Edge Mixed Residential (UEMR) and assign zoning of General Residential District (RG-2). The property is currently classified as Mixed Use Corridor and Neighborhood (Medium Density) and zoned RU by Richland County.

Applicant: Lee Lorick Prina II, Trustee

Staff Recommendation: Approval

PC Recommendation: 08/03/2020; Approval (6-0)

ATTACHMENTS:

- 2020-085 annex-incorporate 18.1 acre pt 300 Clemson Road (PDF)
- ANNEX-2020-0018_18.1acClemson_ZPH (PDF)

LEGAL QUESTIONS - Attachment: 2020-085 annex-incorporate 18.1 acre pt 300 Clemson Road (6184 : ANNEX-2020-0018: 18.1 acre portion of 300 Clemson Road;

ORDINANCE NO.: 2020-085

Annexing and Incorporating an 18.1 acre portion of 300 Clemson Road, Richland County TMS #25700-02-03(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, ___ day of _____, 2020, 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 effective immediately. This property shall be assigned a future land use classification of Urban Edge Mixed Residential (UEMR), zoning of General Residential District (RG-2), apportioned to City Council District 4, Census Tract 114.14 and contains 18.1 acres.

PROPERTY DESCRIPTION: See Attached Exhibit “A”

Richland County TMS NO.: 25700-02-03(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:

T. A. Knox

_____
City Attorney

ATTEST:

_____
City Clerk

Introduced:
Final Reading:

Last revised: 8/27/2020
20006397

EXHIBIT "A"
PROPERTY DESCRIPTION
ORDINANCE NO.: 2020-085

All that certain piece, parcel or lot of land, with improvements thereon, if any, situate, lying and being near the City of Columbia, in the County of Richland, State of South Carolina, containing 18.1 acres, Clemson Road, on a Zoning Exhibit prepared for Fitch Irick Partners, by Civil Engineering of Columbia, Inc., dated July 15, 2020. Said parcel having such boundaries and measurements as are shown on said exhibit.

Last revised: 8/27/2020
20006397

Attachment: 2020-085 annex-incorporate 18.1 acre pt 300 Clemson Road (6184 : ANNEX-2020-0018: 18.1 acre portion of 300 Clemson Road;

MEMORANDUM

Office of the City Manager

TO: Department Heads

FROM: Teresa Wilson, City Manager

DATE: July 17, 2020

RE: **Property Address:** 18.1 acre portion of 300 Clemson Road
Richland County TMS#: 25700-02-03 (portion)
Owner(s): Whit Investments, LLC
Current Use: Undeveloped
Proposed Use: Residential
Current County Land Use: Mixed Use Corridor and Neighborhood (Medium Density)
Proposed City Land Use: Urban Edge Mixed Residential (UEMR)
Current County Zoning: Rural (RU)
Proposed City Zoning: General Residential (RG-2)
Reason for Annexation: Municipal Services; Primary Area
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 **August 3, 2020** 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:

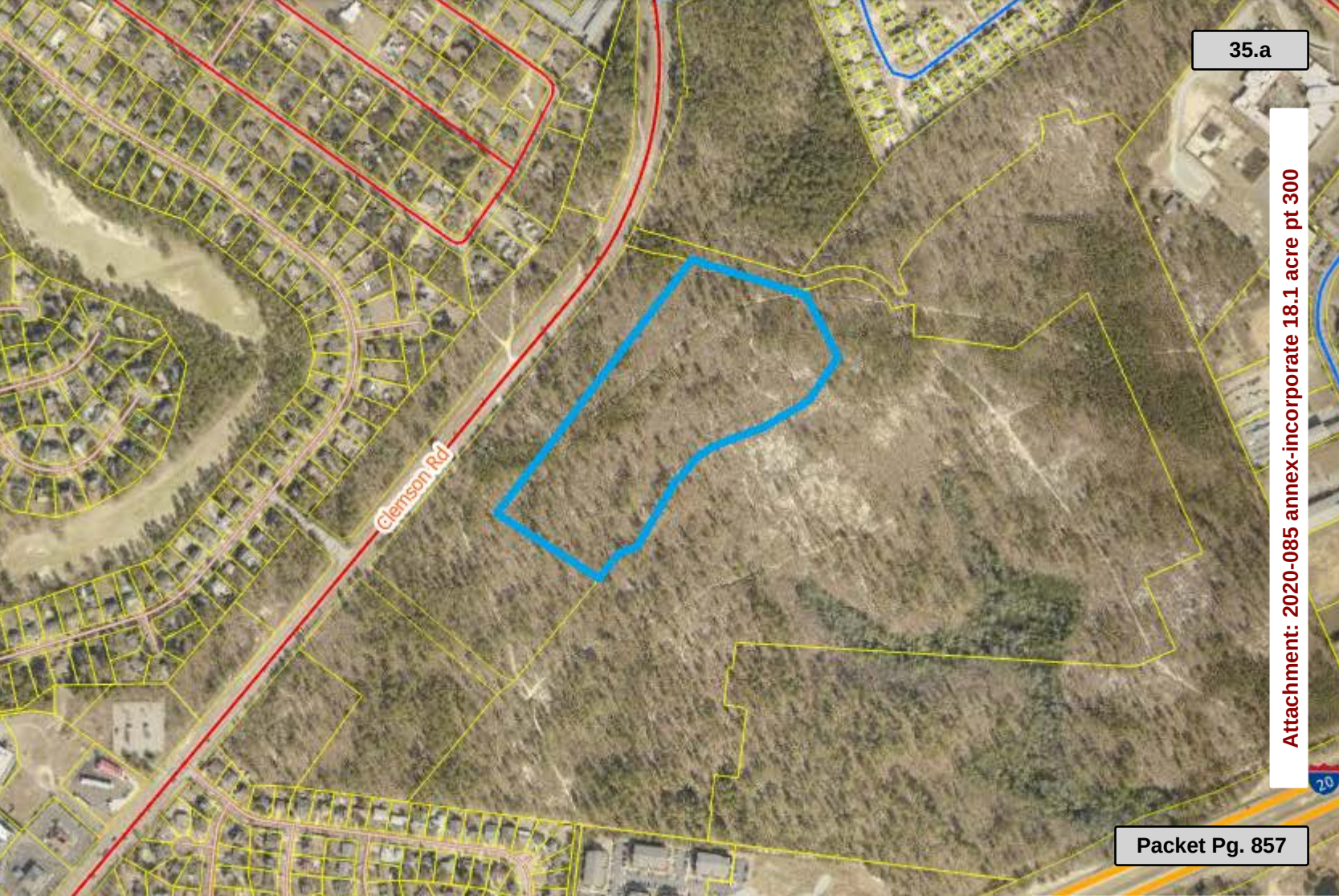
Clint Shealy, Assistant City Manager
Jeff Palen, Assistant City Manager/CFO
Aubrey Jenkins, Fire Chief
Joseph Jaco, Director, Utility Operations
Robert Anderson, Public Works Director
Krista Hampton, Planning & Development Services
Lakesha Shannon, Business License Administrator
Greg Williams, Deputy Business License Administrator
Tiffany Latimer, Customer Care Administrator
Jerry Thompson, Building Official
Michelle Brazell, Engineering
Denny Daniels, Engineering
Police Planning & Research
Alfreda Tindal, Richland Co. 911 Addressing Coordinator
Missy Gentry, Assistant City Manager
Teresa Knox, City Attorney
William Holbrook, Police Chief
Dana Higgins, Director, Engineering
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
John Fellows, Planning Administrator
Tori Salvant, Dev. Center Administrator

Planning Commission Land Use Recommendation: UEMR (Land Use classification) by 6 - 0.
on 8/3/20 (mm/dd/yyyy).

Planning Commission Zoning Recommendation: RG-2 (Zoning classification) by 6 - 0.
on 8/3/20 (mm/dd/yyyy).

(Signature of Annexation Coordinator)

Attachment: 2020-085 annex-incorporate 18.1 acre pt 300 Clemson Road (6184 : ANNEX-2020-0018: 18.1 acre portion of 300 Clemson Road;



Attachment: 2020-085 annex-incorporate 18.1 acre pt 300

Land Use Map

18.1 acre portion of 300 Clemson Rd., TMS# 25700-02-03(p);
Current Rich. Co. FLU: Mixed Use Corridor and Neighborhood (Medium Density),
Proposed FLU: UEMR

We Are Columbia

Prepared by: Shane Shaughnessy
July 16, 2020

N

UCMR-1 - Urban Core Mixed Residential - 1	UCR-2 - Urban Core Residential Large Lot	UEAC-2 - Urban Edge Regional Activity Center	S/A - Sports/Amusement
UCMR-2 - Urban Core Mixed Residential - 2	UER-1 - Urban Edge Residential Small Lot	AC-1 - Neighborhood Activity Corridor	C/I - Civic/Institutional
UCMR-3 - Urban Core Mixed Residential - 3	UER-2 - Urban Edge Residential Large Lot	AC-2 - Community Activity Corridor	CBA - Central Business Area
UEMR - Urban Edge Mixed Residential	UCAC-1 - Urban Core Neighborhood Activity Center	AC-3 - Regional Activity Corridor	ZOO - Riverbanks Zoo & Garden
UCMF - Urban Core Multi-family	UCAC-2 - Urban Core Community Activity Center	EC - Employment Campus	U/C - Universities/Colleges
UEMF - Urban Edge Multi-family	UCAC-3 - Urban Core Regional Activity Center	IND - Industrial	FJ - Fort Jackson
UCR-1 - Urban Core Residential Small Lot	UEAC-1 - Urban Edge Community Activity Center	TU - Transportation & Utilities	T/S - Transitional/Sensitive Lands

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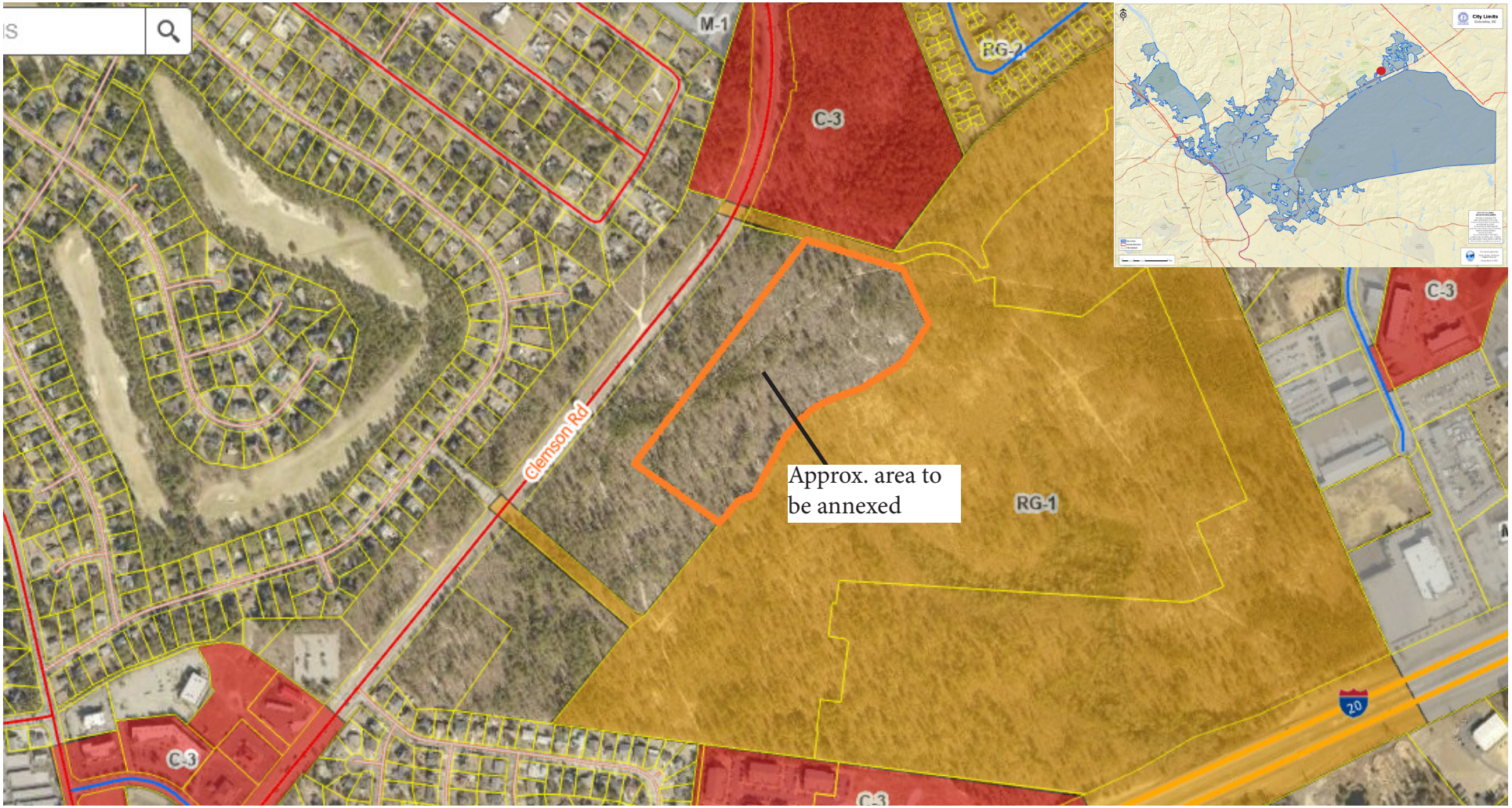
Attachment: 2020-085 annex-incorporate 18.1 acre pt 300 Clemson Road (6184 : ANNEX-2020-0018: 18.1

Zoning Map

18.1 acre portion of 300 Clemson Rd., TMS# 25700-02-03(p);
Current Rich. Co. Zoning: RU, Proposed Zoning: RG-2



We Are Columbia

N

Prepared by: Shane Shaughnessy
July 16, 2020

DISCLAIMER:
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Attachment: 2020-085 annex-incorporate 18.1 acre pt 300 Clemson Road (6184 : ANNEX-2020-0018: 18.1

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, if any, situate, lying and being near the City of Columbia, in the County of Richland, State of South Carolina, and shown as 18.1 Acres, Clemson Road, on a Zoning Exhibit prepared for Fitch Irick Partners, by Civil Engineering of Columbia, Inc., dated July 15, 2020. Said parcel having such boundaries and measurements as are shown on said exhibit.

Richland County TMS: 25700-02-03 (portion)

Property Address: 18.1 acre portion of 300 Clemson Road

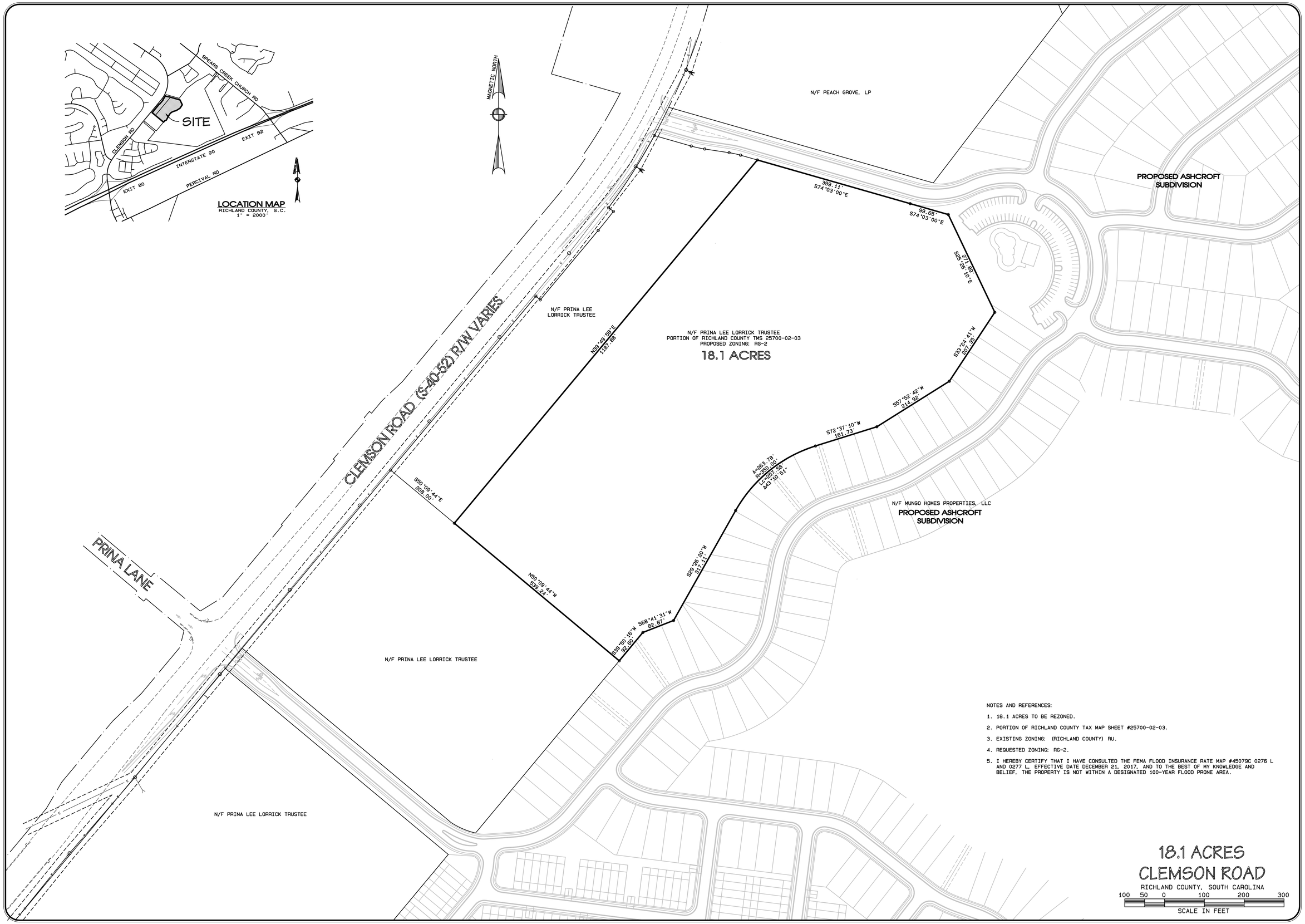
Lee Lorick Prina II, Successor Trustee

Date: July 29, 2020

Lee Lorick Prina II, Trustee
Lee Lorick Prina Revocable Trust
Agreement, dated September 11, 1992

Attachment: 2020-085 annex-incorporate 18.1 acre pt 300 Clemson Road (6184 : ANNEX-2020-0018: 18.1 acre portion of 300 Clemson Road;

DocuSign Envelope ID: 2FD0AB7B-DDFD-4E88-8014-A21EE0DB701C



NOTES AND REFERENCES:

1. 18.1 ACRES TO BE REZONED.
2. PORTION OF RICHLAND COUNTY TAX MAP SHEET #25700-02-03.
3. EXISTING ZONING: (RICHLAND COUNTY) RU.
4. REQUESTED ZONING: RG-2.
5. I HEREBY CERTIFY THAT I HAVE CONSULTED THE FEMA FLOOD INSURANCE RATE MAP #45079C 0276 L AND 0277 L, EFFECTIVE DATE DECEMBER 21, 2017, AND TO THE BEST OF MY KNOWLEDGE AND BELIEF, THE PROPERTY IS NOT WITHIN A DESIGNATED 100-YEAR FLOOD PRONE AREA.

18.1 ACRES
CLEMSON ROAD

RICHLAND COUNTY, SOUTH CAROLINA

100 50 0 100 200 300

SCALE IN FEET

NO.	DATE	DESCRIPTION	BY

REVISION

SOUTH CAROLINA CIVIL ENGINEERING OF COLUMBIA, INC NO. 000256 CERTIFICATE OF AUTHORIZATION

THE PRODUCT ON THIS SHEET WAS PREPARED FOR A SPECIFIC CLIENT FOR A SPECIFIC PURPOSE. USE, BY ANY OTHER PERSON, WITHOUT WRITTEN PERMISSION, FROM THE DESIGN ENGINEER, IS STRICTLY PROHIBITED.

ANY CERTIFICATIONS, WARRANTIES, OR GUARANTEES SIGNED BY THE ENGINEER OR SURVEYOR OF RECORD FOR THIS PROJECT ARE INTENDED TO EXPRESS THAT STANDARD AND REASONABLE CARE WERE USED IN PREPARATION OF THESE DOCUMENTS.

CEC
consulting engineering
surveying | planning
3740-A FERNANDINA ROAD COLUMBIA, SC 29210
TEL (803) 798-2820 FAX (803) 798-2826

SOUTH CAROLINA PROFESSIONAL LAND SURVEYOR NO. 36748 CLAYTON H. WALSH

ZONING EXHIBIT

PREPARED FOR
FITCH IRICK PARTNERS
CHARLOTTE, NORTH CAROLINA

JOB NUMBER 20113

CHECKED BY:

SCALE 1" = 100'
DATE JULY 15, 2020
DRAWN FLOWERS
DESIGNED N/A
DRAWING NUMBER 1 OF 1

Attachment: 2020-085 annex-incorporate 18.1 acre pt 300 Clemson Road (6184 : ANNEX-2020-0018: 18.1 acre portion of 300 Clemson Road; TMS# 25700-02-03(p))

CITY COUNCIL

September 15, 2020 at 2:00pm
Virtual Meeting Using Video Conferencing Technology, Columbia, SC

ANNEXATION, COMPREHENSIVE PLAN MAP AMENDMENT, AND ZONING MAP AMENDMENT CASE SUMMARY
18.1 acre portion of 300 Clemson Road; TMS# 25700-02-03(p)

Council District:	4
Proposal:	Request to annex the property, assign land use classification of Urban Edge Mixed Residential (UEMR) and assign zoning of General Residential District (RG-2). The property is currently classified as Mixed Use Corridor and Neighborhood (Medium Density) and zoned RU by Richland County.
Applicant:	Lee Lorick Prina II, Trustee
Staff Recommendation:	Approval
PC Recommendation:	08/03/2020; Approval (6-0)
ZPH, 1st Reading:	09/15/2020; Pending
2nd Reading:	10/06/2020; Pending

CURRENT PARCEL CHARACTERISTICS/CONDITIONS

Acreage: 18.1 acres
Current Use: Undeveloped
Proposed Use: Residential
Reason for Annexation: Municipal Services
Urban Service Area: Primary Area
Current County Land Use Classification: Mixed Use Corridor and Neighborhood (Medium Density)
Proposed City Land Use Classification: Urban Edge Mixed Residential (UEMR)
Current County Zoning: Rural (RU)
Proposed City Zoning: General Residential District (RG-2)
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:

Attachment: ANNEX-2020-0018_18.1acClemson_ZPH (6184 : ANNEX-2020-0018: 18.1 acre portion of 300 Clemson Road; TMS# 25700-02-03(p))

Police
We find that the proposed annexation will result in an increased number of calls for service. The estimated cost to serve this proposes 288-unit apartment complex is **approximately $40,000 annually** based on a year's calls for service for similar type uses in the City.

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
There are **no anticipated costs** to the Solid Waste Division as service is not typically provided to large multifamily developments.

Engineering
Water is currently not available however the developer is submitting plans and once the plans are approved water will be available; the Utilities and Engineering Division **will not incur any costs** associated with this annexation. The property is within the Palmetto Utilities sewer service area .

Water Customer Care
The customers on the annexed property will pay water rates approximately **40% lower** than out-of-city customers.

Planning & Development Services
We recommend approval of the annexation of this approximately 288-unit multifamily development, as it is located within a designated Primary Area in the Urban Service Area plan. The estimated real estate tax revenue generated for the City will be **approximately $113,000 per year**, based on the current tax rate and value estimates for the proposed development.

* Estimated City Tax Revenue is based on **2019 millage** for real property and calculated as: ((Taxable Value × Tax Rate) × 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 2019 tax year).

PLANS, POLICIES, AND LAND USE

Urban Service Area

Subject parcel is in a "Primary Area" 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.

Primary areas are made up of land contiguous to the City where services are available and the infrastructure is generally good. These services include fire, police, sanitation, and utilities. Primary areas are intended to indicate that, barring unanticipated circumstances, annexation is recommended and should be actively pursued.

Comprehensive Plan Land Use Classification
The proposed future land use for the subject property is Urban Edge Mixed Residential (UEMR) in the Future Land Use Map. The property is currently assigned a future land use of Neighborhood (Medium Density) by Richland County.

Urban Edge Mixed Residential neighborhoods are appropriate near the perimeter of the City or in the outer ring of neighborhoods. This development type primarily represents existing post-1940s subdivisions and the auto-oriented corridors associated with them. The pattern is also suitable for small to medium infill development within these areas. It is primarily characterized by individual subdivisions or neighborhoods with a specific street and block pattern adjacent to

Attachment: ANNEX-2020-0018_18.1acClemson_ZPH (6184 : ANNEX-2020-0018: 18.1 acre portion of 300 Clemson Road; TMS# 25700-02-03(p))

other subdivisions or neighborhoods with a different subdivision street and block pattern. Urban Edge Mixed Residential neighborhoods can accommodate a variety of housing types from detached single-family to multi-family complexes.

Primary Types

- Single Family Detached

Secondary Types

- Single-family Attached
- Two-family
- Three-family
- Multi-family Small & Medium

Tertiary Types

- 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 an existing neighborhood, area, community, or corridor plan adopted by the City of Columbia or Richland County.

PROPOSED ZONING DISTRICT SUMMARY

The parcel is currently zoned RU by Richland County. Surrounding parcels within the City of Columbia are currently zoned General Residential District (RG-1) and General Commercial District (C-3) to the North and General Residential District (RG-1) to the East. Surrounding parcels in unincorporated Richland County are currently zoned RU to the South and RU and RS-LD to the West.

The proposed City of Columbia zoning district is General Residential District (RG-2).

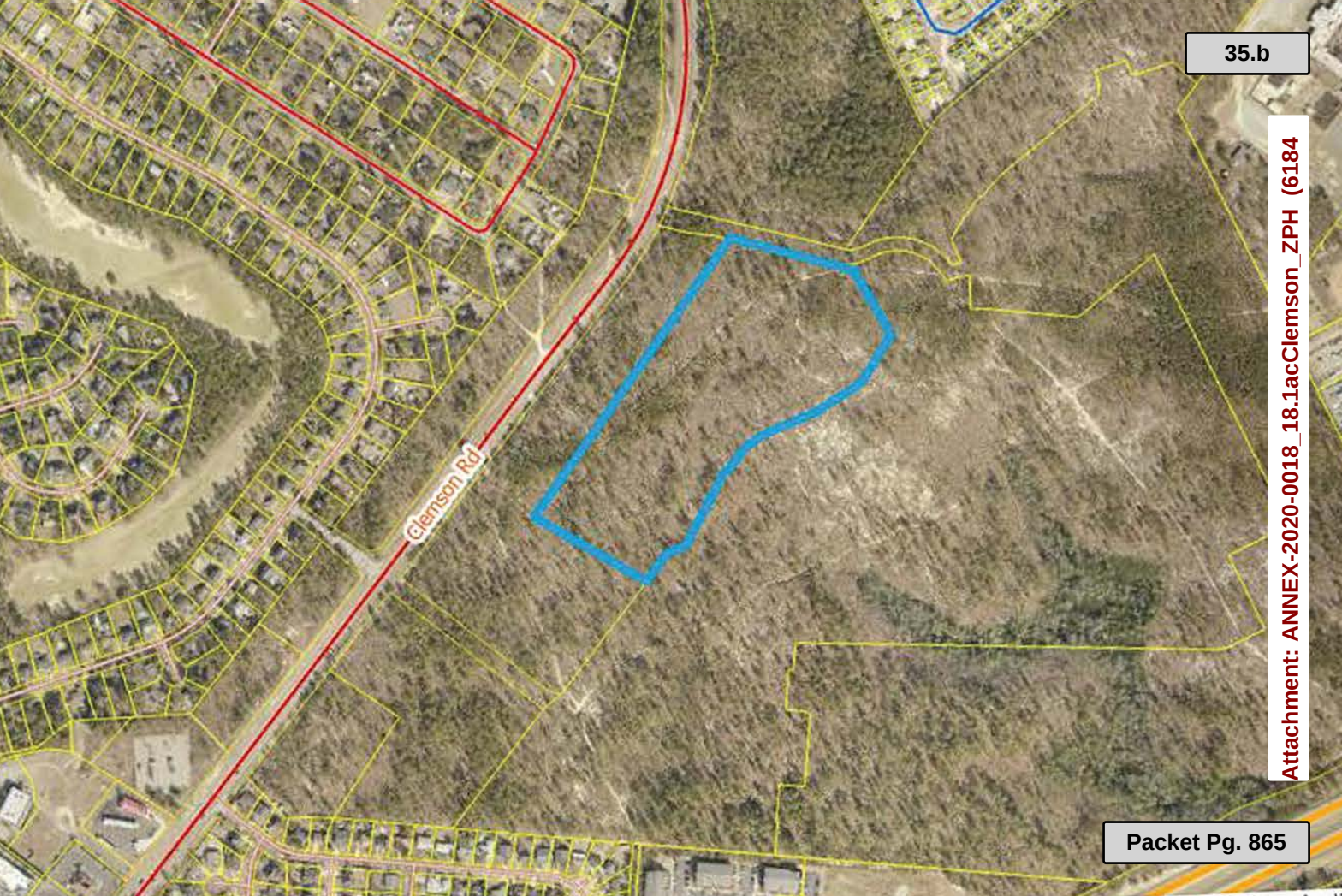
General Residential District (RG-2)

> 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.

STAFF RECOMMENDATION

Staff recommends City Council annex the property, assign future land use classification of Urban Edge Mixed Residential (UEMR), and assign zoning of General Residential District (RG-2) at the time of annexation.

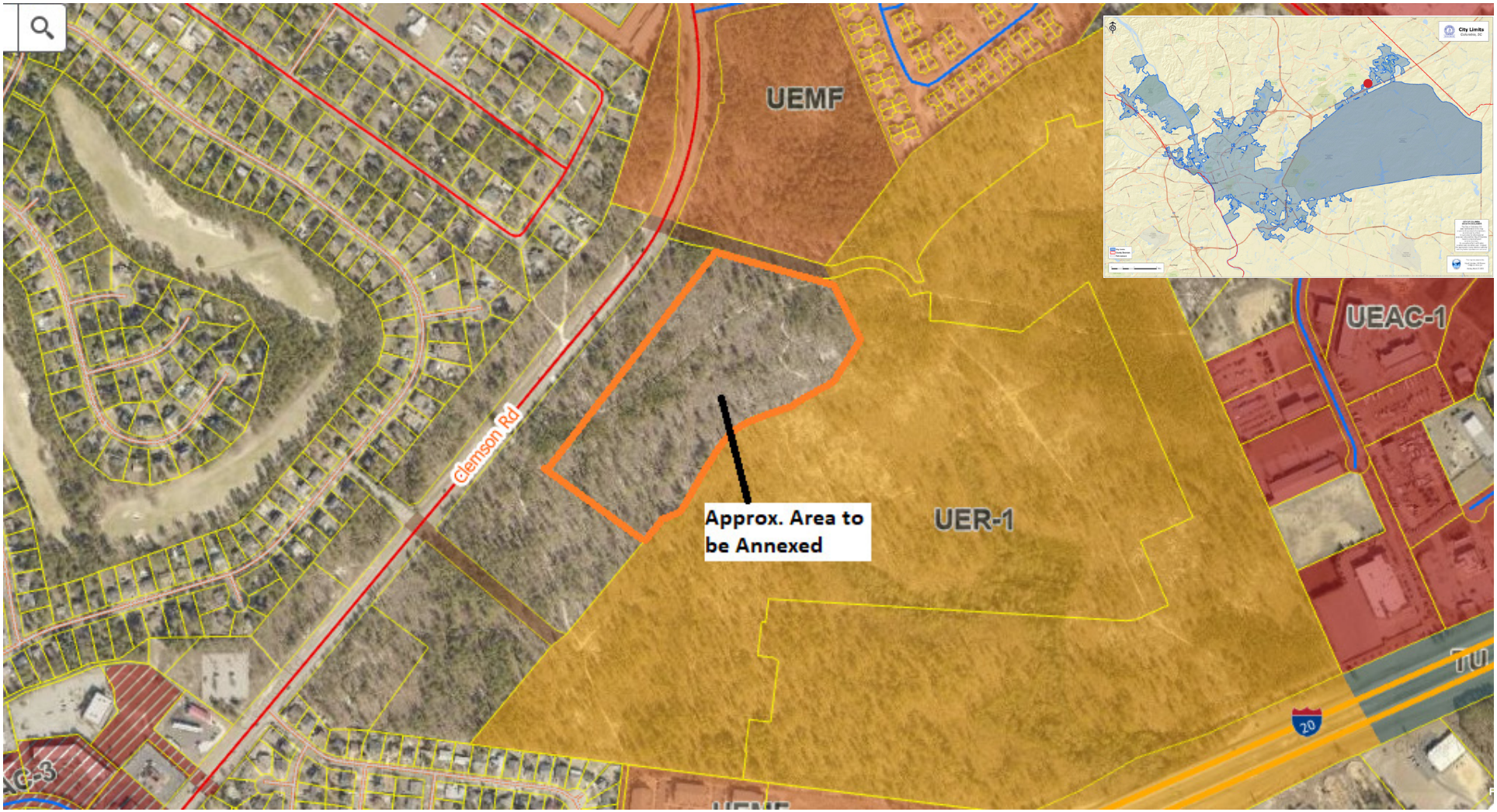
Attachment: ANNEX-2020-0018_18.1acClemson_ZPH (6184 : ANNEX-2020-0018: 18.1 acre portion of 300 Clemson Road; TMS# 25700-02-03(p))



Attachment: ANNEX-2020-0018_18.1acClemson_ZPH (6184

Land Use Map

18.1 acre portion of 300 Clemson Rd., TMS# 25700-02-03(p);
Current Rich. Co. FLU: Mixed Use Corridor and Neighborhood (Medium Density),
Proposed FLU: UEMR



We Are Columbia

Prepared by: Shane Shaughnessy
August 6, 2020

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UCMR-1 - Urban Core Mixed Residential - 1	UCR-2 - Urban Core Residential Large Lot	UEAC-2 - Urban Edge Regional Activity Center	S/A - Sports/Amusement
UCMR-2 - Urban Core Mixed Residential - 2	UER-1 - Urban Edge Residential Small Lot	AC-1 - Neighborhood Activity Corridor	C/I - Civic/Institutional
UCMR-3 - Urban Core Mixed Residential - 3	UER-2 - Urban Edge Residential Large Lot	AC-2 - Community Activity Corridor	CBA - Central Business Area
UEMR - Urban Edge Mixed Residential	UCAC-1 - Urban Core Neighborhood Activity Center	AC-3 - Regional Activity Corridor	ZOO - Riverbanks Zoo & Garden
UCMF - Urban Core Multi-family	UCAC-2 - Urban Core Community Activity Center	EC - Employment Campus	U/C - Universities/Colleges
UEMF - Urban Edge Multi-family	UCAC-3 - Urban Core Regional Activity Center	IND - Industrial	FJ - Fort Jackson
UCR-1 - Urban Core Residential Small Lot	UEAC-1 - Urban Edge Community Activity Center	TU - Transportation & Utilities	T/S - Transitional/Sensitive Lands

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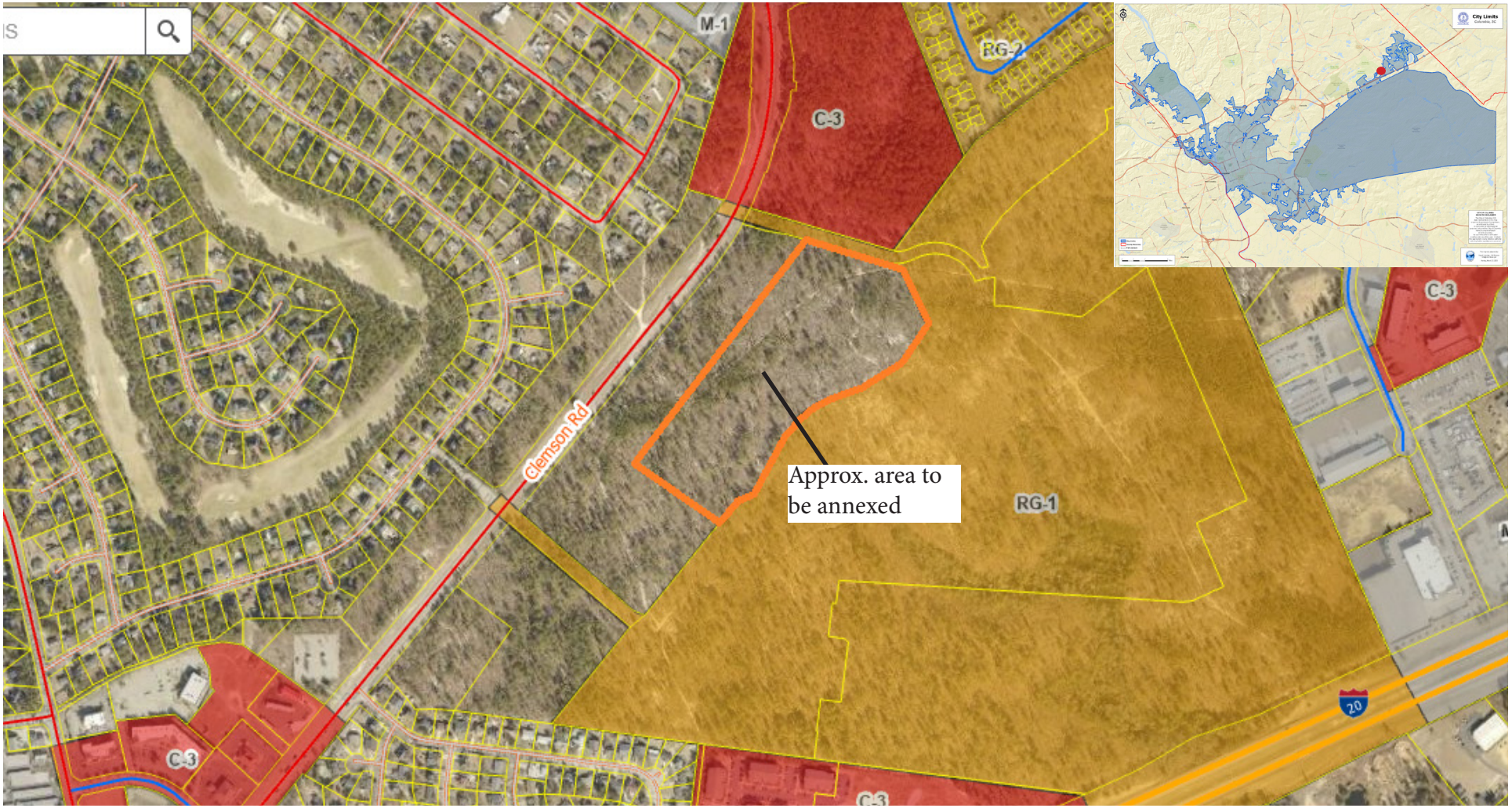
Attachment: ANNEX-2020-0018_18.1acClemson_ZPH (6184 : ANNEX-2020-0018: 18.1 acre portion of 300

Zoning Map

18.1 acre portion of 300 Clemson Rd., TMS# 25700-02-03(p);
Current Rich. Co. Zoning: RU, Proposed Zoning: RG-2



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Prepared by: Shane Shaughnessy
July 16, 2020

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Attachment: ANNEX-2020-0018_18.1acClemson_ZPH (6184 : ANNEX-2020-0018: 18.1 acre portion of 300

We Are Columbia

MEETING DATE: **September 15, 2020**

DEPARTMENT: **Planning and Development Services**

FROM: ***Krista Hampton, Director***

SUBJECT: **Zoning Map Amendment for 1232 Whittaker Drive, TMS# 13909-09-02**

FUNDING SOURCE & ORIGINAL BUDGET:

PURPOSE:

Council District: 4

Proposal: Request to rezone the parcel from Single Family Residential District (RS-1) to Single Family Residential District (RS-2).

Applicant: Wade Carlisle, Wade Carlisle Construction, LLC

Staff Recommendation: Approval

PC Recommendation: 07/13/2020; Approval (6-1)

ATTACHMENTS:

- ZMA-2020-0016_Whittaker1232_ZPH (PDF)
- Public Input on Whitaker Rezoning (PDF)
- Public Input on Whitaker Rezoning_2 (PDF)
- Public Input on Whitaker Rezoning_3 (PDF)

CITY COUNCIL

September 15, 2020 at 2:00pm
Virtual Meeting Using Video Conferencing Technology, Columbia, SC

Zoning Map Amendment Case Summary
1232 Whittaker Drive, TMS# 13909-09-02

Council District: 4

Proposal: Request to rezone the parcel from Single Family Residential District (RS-1) to Single Family Residential District (RS-2).

Applicant: Wade Carlisle, Wade Carlisle Construction LLC

Staff Recommendation: Approval

PC Recommendation: 07/13/2020; Approval (6-1)

ZPH, 1st Reading: 09/15/2020; Pending

2nd Reading: 10/06/2020; Pending

CURRENT PARCEL CHARACTERISTICS/CONDITIONS

Acreage: 0.66 acres
Current Use: Duplex (vacant)
Proposed Use: 2 residential lots
Current Land Use Classification: Urban Edge Residential Large Lot (UER-2)
Current Zoning: Single Family Residential District (RS-1)
Proposed Zoning: Single Family Residential District (RS-2)

PLANS, POLICIES, AND LAND USE

Comprehensive Plan Land Use Classification
The future land use for the subject property is Urban Edge Residential Large Lot (UER-2) in the Future Land Use Map. The future land use for the subject property prior to the adoption of *Columbia Compass: Envision 2036* on August 4, 2020 was Urban Edge Residential Small Lot (UER-1). The proposed amendments to the maps were presented to the public during multiple *Columbia Compass* meetings in the Fall of 2019 and Spring of 2020, and were made accessible online via an interactive GIS map viewer dedicated to the proposed future land use maps. The case summary provided to Planning Commission indicated the current future land use at the time of review, as well as the anticipated update to the future land use classification with *Columbia Compass*.

Urban Edge Residential Large Lot neighborhoods represent many of the older residential neighborhoods in the outer areas of the City. This development type is appropriate as development on remaining large lots or as redevelopment in the outer areas of Columbia. Most of the existing developments occurred after 1950. Urban Edge Residential Large Lot

Attachment: ZMA-2020-0016_Whittaker1232_ZPH (6185 : ZMA-2020-0016: 1232 Whittaker Drive, TMS# 13909-09-02)

developments generally do not continue the grid and block pattern found in the urban neighborhoods, but do tend to have a consistently organized internal street network with loops and interconnections.

Primary Types

- Single-family Detached

*Accessory Dwelling Units

Tertiary Types

- Single-family Attached
- Two-family
- Three-family
- Civic/Institutional Small
- Business/Employment Small (excl. Flex)
- Cemeteries & Mausoleums

Existing Neighborhood, Small Area, Community, and/or Corridor Plans
The subject property not located in the study area of a neighborhood, small area, community, or corridor plan adopted by the City of Columbia or Richland County.

PROPOSED ZONING DISTRICT SUMMARY

The subject property is currently zoned Single Family Residential District (RS-1). The abutting properties in the City of Columbia have base zoning of Single Family Residential District (RS-1) to the South, West and North and Single Family Residential District (RS-2) to the North and East.

The proposed zoning district is Single Family Residential District (RS-2).

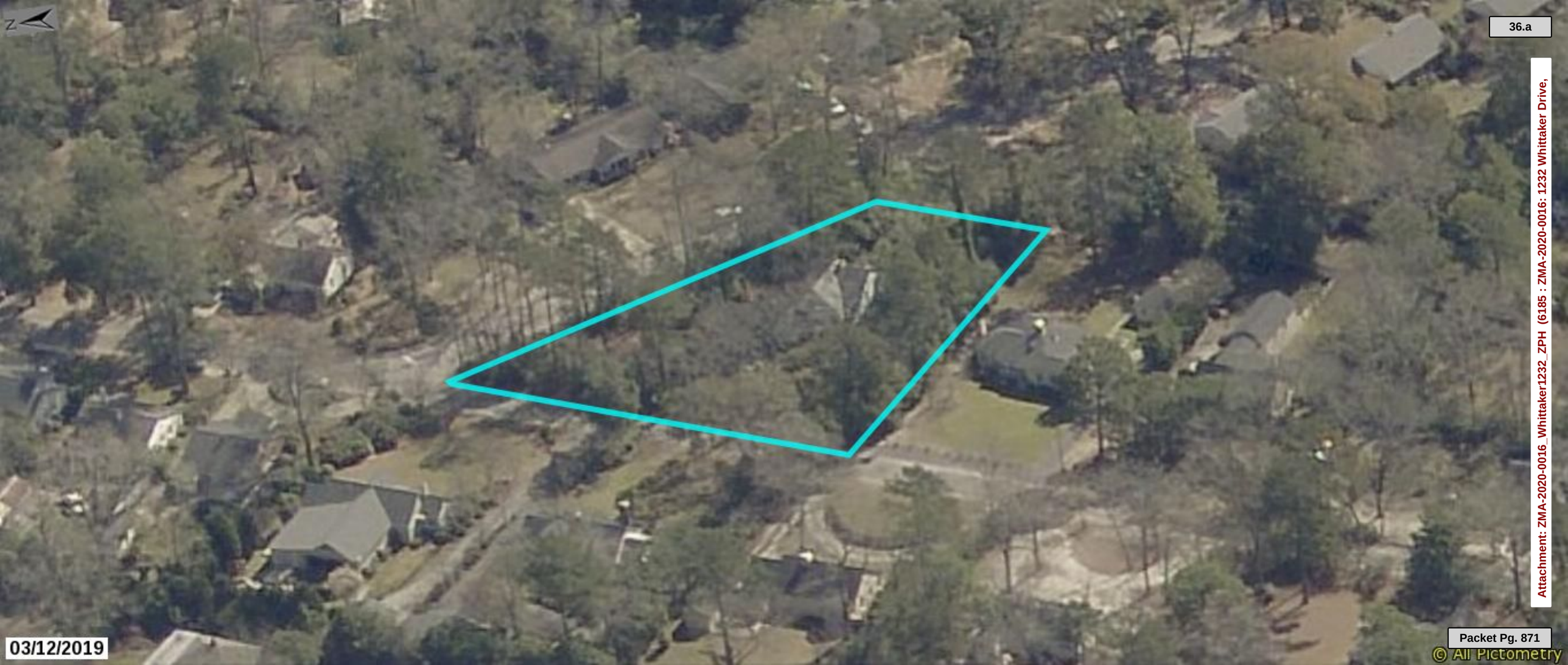
Single Family Residential District (RS-1), (RS-2)

The RS-1, RS-1A, RS-1B, RS-2 and RS-3 districts are intended as single-family residential areas with detached units with low to medium population densities. Use regulations for the single-family districts are identical, but contain varying classes of lot width and lot area, and these dimensional differences are intended to be preserved. Certain structures and uses required to serve governmental, educational, religious, noncommercial recreational, and other needs of those areas are permitted outright within such districts or are permissible as special exceptions subject to restrictions and requirements intended to preserve and protect the single-family residential character of the district.

STAFF RECOMMENDATION

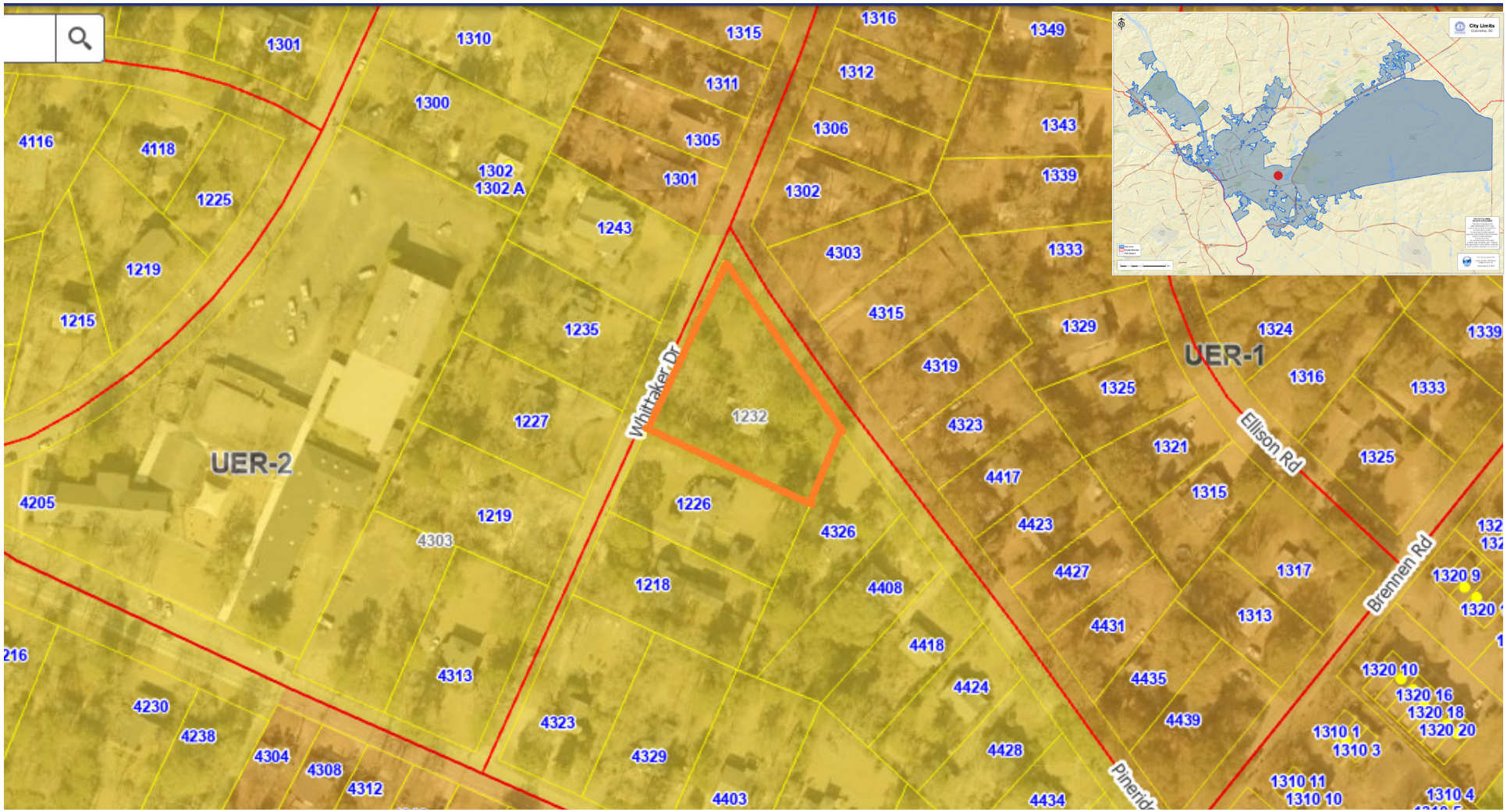
Staff recommends City Council rezone the parcel from RS-1 to RS-2.

Attachment: ZMA-2020-0016_Whittaker1232_ZPH (6185 : ZMA-2020-0016: 1232 Whittaker Drive, TMS# 13909-09-02)


36.a
Attachment: ZMA-2020-0016_Whittaker1232_ZPH (6185 : ZMA-2020-0016: 1232 Whittaker Drive,
03/12/2019
Packet Pg. 871
© All Pictometry

Land Use Map

1232 Whittaker Drive, TMS# 13909-09-02;
Existing FLU: Pending



CITY of COLUMBIA, S.C. — JUSTITIA VIRTUTUM REGINA
We Are Columbia

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Prepared by: Shane Shaughnessy
August 6, 2020

UCMR-1 - Urban Core Mixed Residential - 1	UCR-2 - Urban Core Residential Large Lot	UEAC-2 - Urban Edge Regional Activity Center	S/A - Sports/Amusement
UCMR-2 - Urban Core Mixed Residential - 2	UER-1 - Urban Edge Residential Small Lot	AC-1 - Neighborhood Activity Corridor	C/I - Civic/Institutional
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Attachment: ZMA-2020-0016_Whittaker1232_ZPH (6185 : ZMA-2020-0016: 1232 Whittaker Drive, TMS#

Zoning Map

1232 Whittaker Drive, TMS# 13909-09-02;
Current Zoning: RS-1, Proposed Zoning: RS-2

We Are Columbia

N

Prepared by: Shane Shaughnessy
June 9, 2020

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Attachment: ZMA-2020-0016_Whittaker1232_ZPH (6185 : ZMA-2020-0016: 1232 Whittaker Drive, TMS#

August 7, 2020

Dear Mayor Benjamin, Columbia City Council, and Ms. Wilson:

We are residents of the Kilbourne Park Neighborhood, and we oppose the rezoning of 1232 Whittaker Drive from Single Family Residential District (RS-1) to Single Family Residential District (RS-2). We oppose rezoning for the following reasons.

- Changing the designation of 1232 Whittaker Drive from RS-1 to RS-2 would allow for the property to be divided into multiple lots on which three houses could be built.

- This change would be permanent.

- The City of Columbia's website indicates that "The City of Columbia uses zoning regulations to preserve, protect, and support the use of existing residences." The houses listed below are those in the immediate vicinity of 1232 Whittaker and are all zoned RS-1. In order to preserve and protect the neighborhood, the RS-1 zoning for the property at 1232 Whittaker should be maintained.
  - 4303 Pineridge
  - 4315 Pineridge
  - 4319 Pineridge
  - 1302 Whittaker
  - 1226 Whittaker
  - 1218 Whittaker
  - 1219 Whittaker
  - 1227 Whittaker
  - 1235 Whittaker
  - 1243 Whittaker
  - 4313 Kilbourne
  - 4323 Kilbourne
  - 4329 Kilbourne

- The mission of the City of Columbia's Planning and Development Services is "to guide the development of the City in a manner that enhances quality of life, promotes distinctive neighborhoods, supports businesses and protects the environment." The minimum lot area and minimum lot width associated with an RS-1 is a distinctive characteristic that should be preserved for this part of our neighborhood.

- If one property is rezoned, it sets a precedent for future rezoning requests in this area.

- A rezoning request for the property located at 4323 Kilbourne Road was presented to Columbia City Council between July 30, 1997 and November 3, 2000. Many Kilbourne Park Neighborhood residents opposed this request. We were in attendance at the Columbia City Council meeting where we voiced our opposition. We were opposed to the rezoning request for the same reasons we are opposed to this request. Columbia City Council did not approve the request for 4324 Kilbourne. That property remains an RS-1.

Attachment: Public Input on Whitaker Rezoning (6185 : ZMA-2020-0016: 1232 Whittaker Drive, TMS# 13909-09-02)

We are excited about the improvements that will occur on this property. We look forward to the construction of a new house in keeping with the current homes on the surrounding properties. However, we are not in favor of a zoning change.

Thank you for your time and for your service to the City of Columbia.

Sincerely,

Jack and Janie Godbold
1218 Whittaker Drive

Marshall and ~~Beth~~ Lawson
4329 Kilbourne Road
Beth Lawson

Teresa Boykin
1227 Whittaker Drive

Andrea Altman
4303 Pineridge Road

Norah Rogers
1301 Whittaker Drive

Taylor and Sarah Brennecke
4315 Pineridge Road

Peggy Thompson and Sharon May
1302 Whittaker Drive

Tom and Tina Burkizer
4319 Pineridge Road

Lee and Bridget Tupper
1344 Whittaker Drive

Jean Barry
4423 Pineridge Road

Margaret Clay
1347 Whittaker Drive

Katherine D. Hiers
4424 Pineridge Road

Cc: Krista Hampton, Director of Planning and Development Services
John Fellows, Planning Administrator
Rachel Bailey, Zoning Administrator
Members of Columbia City Planning Commission

Andrew Atkin
4448 Pineridge

Lucy Lewis
4439 Pineridge Rd

Margaret McElve
4439 Pineridge Rd

Attachment: Public Input on Whitaker Rezoning (6185 : ZMA-2020-0016: 1232 Whittaker Drive, TMS# 13909-09-02)

Hammond, Erika

From: Wilson, Teresa B
Sent: Sunday, August 30, 2020 7:00 PM
To: Hammond, Erika; Hampton, Krista M
Cc: Gentry, Missy A
Subject: Fwd: [EXTERNAL] Proposed zoning change to 1232 Whittaker Drive, Kilbourne Park

Teresa Wilson
City Manager
City Hall; 1737 Main Street
Columbia, SC 29201

Phone: 803-545-3026
Fax: 803-401-8800
Mobile: 803-413-3118
Teresa.Wilson@columbiasc.gov
ColumbiaSC.gov

Begin forwarded message:

From: Peggy Thompson <pegthomp@aol.com>
Date: August 30, 2020 at 3:25:25 PM EDT
To: "Benjamin, Stephen K (Steve)" <Stephen.Benjamin@columbiasc.gov>
Cc: "Wilson, Teresa B" <Teresa.Wilson@columbiasc.gov>
Subject: [EXTERNAL] Proposed zoning change to 1232 Whittaker Drive, Kilbourne Park
Reply-To: Peggy Thompson <pegthomp@aol.com>

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

Dear Mayor Benjamin:

My spouse and I live at 1302 Whittaker Drive on the corner of Pineridge and Whittaker, directly across from the above mentioned property on the Pineridge side, and will be greatly impacted by any zoning changes. My corner lot is an RS-1, as is the above mentioned property, the lots to the south of the property on Whittaker, and the lots on Whittaker directly across from the property. I understand that the lot is not large enough to be subdivided into two RS-1 lots, and therefore the developer has asked for the zoning to be changed to RS-2 to permit more than one house.

My concern is that, once the zoning is changed, that the developer will do what business people do, which is to handle the property in the way which will make the most money. 1) The developer could sell the lot to someone else who has no ties to the neighborhood and who doesn't care if the character of the neighborhood is impacted by multiple tall skinny townhouses, as has been done at the corner of Beltline and Buchanan; 2) renege on promises made to the residents that there will be two houses and develop three houses separated by only a few feet, as was recently done in Heathwood on Devereaux. If either of these scenarios happen, my once older, pleasant, quiet, tree-lined, and modest neighborhood will be forever changed; the noise pollution from cars and increased traffic alone will destroy its character. The developer does not live in this neighborhood and will not be impacted by the construction (which, if more

Attachment: Public Input on Whitaker Rezoning (6185 : ZMA-2020-0016: 1232 Whittaker Drive, TMS# 13909-09-02)

than one house, could take several years) as I and my neighbors will. I would like to point out that the lot is already being cleared; construction of several houses on the lot will coincide with current and future street closures due to city water line work in the neighborhood.

We are also irritated that, despite the fact that most of the residents in the immediate vicinity of the parcel objected in writing to the rezoning at the Planning Commission meeting on July 13, our concerns were dismissed as irrelevant; the published agenda for the Planning Commission on that date recommended the zoning change, prior to our input. I certainly hope this will not be the case with City Council.

Please do not change the zoning of this parcel from RS-1 to RS-2. Thank you.

Peggy Thompson and Sharon May
1302 Whittaker Drive
Columbia, SC 29206

Attachment: Public Input on Whitaker Rezoning (6185 : ZMA-2020-0016: 1232 Whittaker Drive, TMS# 13909-09-02)

August 7, 2020

To: Krista Hampton, Director of Planning and Development Services
John Fellows, Planning Administrator
Rachel Bailey, Zoning Administrator
Members of Columbia City Planning Commission

Cc: Members of Columbia City Council
Teresa Wilson, City Manager
Steve Benjamin, Mayor

This letter is to request that an item that was addressed and voted on at the July 13, 2020 Planning Commission Meeting be reconsidered and reheard. The particular issue was the application filed by Wade Carlisle to have 1232 Whittaker Drive rezoned from RS-1 to RS-2. This request is made based on The Planning Commission's Rules of Procedure, Article IV, Section 6(a) and 6(b). The affected parties are the neighbors of 1232 Whittaker Avenue. The reasons for requesting that this item be reconsidered and reheard at a future Planning Commission meeting are detailed below.

At one minute, forty nine seconds (00:01:49) into the July 13th meeting the powerpoint display read, in part, that "emails/letters will be read into the record". Mr. Fellows at twenty-five minutes and thirty-five seconds (00:25:35) said that "Andrew will read the emails into the record". This procedure was not followed, and the letters/emails were not read into the record. Mr. Fellows later summarized the emails/letters at forty-nine minutes and thirty seconds (00:49:30) into the meeting in response to a question posed by Dr. Mandell asking how many of the emails/letters were for and how many were against the rezoning. The majority of the letters/emails were against the rezoning. The public was not given a fair opportunity to call in or email during the meeting to respond or comment on those emails/letters submitted prior to the meeting because they did not know the full contents of those emails/letters.

The staff recommendation listed on the final agenda for the July 13th meeting was that the rezoning for 1232 Whittaker be approved. The staff recommendation was made with no public input. Mr. Fellows responded to a question posed by Commissioner Mandell at one-hour, thirteen minutes, forty-five seconds (1:13:45) asking if staff had reviewed input from the neighborhood before making a recommendation. Mr. Fellows responded that the staff recommendation had been made two weeks before the final agenda was posted. The final agenda was posted on or about July 7, 2020. Mr. Fellows said that 99% of the emails had arrived Friday or over the weekend (prior to the July 13th meeting). Mr. Fellows said (at one hour, fourteen minutes) that the recommendation was made based on "the technical merits of a particular case. We look at the land use plan, size of the lots, those types of things." The public was effectively cut out of the decision-making process. Neighborhood input would have been provided to the Planning Commission Staff as soon as the green rezoning signs were posted to give the Planning Commission Staff the opportunity to review the neighborhood's input prior to making a recommendation. We were not aware that a recommendation would be made far in advance of the meeting, based only on "technical merits" and without the input of the residents of the neighborhood. If you agree to reconsider and rehear this rezoning request at a future time, we will provide comprehensive neighborhood input far in advance of the meeting so that the Planning Commission Staff, and Planning Commission Members may have a clearer picture of the neighborhood's opposition to this rezoning.

A motion was made by an unknown Commissioner at one-hour, fifteen minutes (1:15:00) into the meeting to recommend to City Council to approve the request for rezoning of 1232 Whittaker. No video of the motion and vote was recorded; only the Planning Commission's green screen was visible. The motion was then apparently seconded by an unknown Commissioner. A vote was then taken (1:15:38).

Attachment: Public Input on Whitaker Rezoning (6185 : ZMA-2020-0016: 1232 Whittaker Drive, TMS# 13909-09-02)

Three "ayes" were heard, Commissioners unknown. Dr. Mandell voted "opposed" (1:15:45). Dr. Mandell asked if she was the only one. A voice said that the motion was carried, and the request to rezone was approved. None of the Commissioners were visible on the video during the vote, only the green screen. No audio roll call of the vote was conducted to determine who voted or how they voted. At the beginning of the July 13, 2020 meeting seven Commissioners answered the roll call; however the audio recording of the vote to rezone 1232 Whittaker Drive recorded only four votes, three in favor of rezoning, and one opposed. It is disheartening, and procedurally problematic to participate in a public hearing and not know at the time of the vote who voted, how they voted, or even if they did vote. For the above reasons we request that the Planning Commission reconsider their recommendation for rezoning and reschedule this rezoning issue before the Planning Commission for another date. This would also give the public an opportunity to timely provide comprehensive input to the Planning Commission Staff and Planning Commission before a recommendation to City Council is made.

We respectfully request that the Planning Commission adhere to the mission statement "to guide the development of the City in a manner that enhances quality of life, promotes distinctive neighborhoods, supports businesses and protects the environment….". Thank you for your time.

Sincerely,

Neighbors in Immediate Proximity to 1232 Whittaker Drive

Jack and Janie Godbold
1218 Whittaker Drive

Teresa Boykin
1227 Whittaker Drive

Margaret Clay
1347 Whittaker Drive

Norah Rogers
1301 Whittaker Drive

Marshall and ~~Beth~~ Lawson
4329 Kilbourne Road

Beth Lawson

Peggy Thompson and Sharon May
1302 Whittaker Drive

Attachment: Public Input on Whitaker Rezoning (6185 : ZMA-2020-0016: 1232 Whittaker Drive, TMS# 13909-09-02)

Andrea Altman
4315 Pineridge Road

Taylor and Sarah Brennecke
4303 Pineridge Road

Tom and Tina Burkizer
4319 Pineridge Road

Jean Barry
4423 Pineridge Road

Katherine D. Hiers
4424 Pineridge Road

Andrew Atkins
4418 Pineridge

Margaret McElveen
4439 Pineridge Rd

Lucy Lewis
4439 Pineridge Rd

Attachment: Public Input on Whitaker Rezoning (6185 : ZMA-2020-0016: 1232 Whittaker Drive, TMS# 13909-09-02)

Hammond, Erika

From: Wilson, Teresa B
Sent: Monday, September 14, 2020 10:37 PM
To: tinakburk
Cc: Hammond, Erika; Hampton, Krista M
Subject: Re: [EXTERNAL] rezoning of 1232 Whittaker City Council Meeting

Yes ma'am. In receipt and sharing your concerns for the City Council record. TW

Teresa Wilson
City Manager
City Hall; 1737 Main Street
Columbia, SC 29201

Phone: 803-545-3026
Fax: 803-401-8800
Mobile: 803-413-3118
Teresa.Wilson@columbiasc.gov
ColumbiaSC.gov

On Sep 14, 2020, at 5:28 PM, tinakburk <tinakburk@bellsouth.net> wrote:

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

Dear City Manager Teresa Wilson,

My husband and I live across the street from 1232 Whittaker Drive on Pineridge Rd. and we, along with a majority of our neighbors, are opposed to the rezoning of this property from an RS1 to an RS2.

I grew up in Atlanta and moved to Columbia for graduate school. I lived in a rental property within three blocks of my current home for 20 years after graduation. I fell in love with this area and the neighborhood feel. During that time I met many neighbors as I walked, some of those neighbors or their family members still live on Pineridge. My husband and I chose to buy our home on Pineridge.

There are only17 homes on Pineridge between Whittaker and Brennen Rd. My husband and I have lived here for 20 years in January. The Coker family has lived here 23 years. The Barry/Orton family has been here 37 years. The McElveen/Lewis family has lived here 40 years moving just down the street

Attachment: Public Input on Whitaker Rezoning_2 (6185 : ZMA-2020-0016: 1232 Whittaker Drive, TMS# 13909-09-02)

when they needed a larger home. The Garrett/Cardone family has lived here 53 years. The Atkins/Hiers family has lived here 39 years. The Hiers family has lived in the same home for 63 years. This is a neighborhood. This is not a development.

We oppose the rezoning of 1232 Whittaker to RS2. The current owner, Wade Carlisle, purchased a single family home on an RS1 lot in an established neighborhood. The attached map shows the date each home was built on Pineridge and the surrounding Whittaker homes. All the homes were built between 1947 and 1973. The home that was located at 1232 Whittaker was built in 1950. That home was surrounded by homes built in the same era. It is a shame that the home at 1232 Whittaker was allowed to decline but the property and its established gardens could be beautiful again with proper care.

Many Pineridge neighbors have lived, raised families, worked and voted in this neighborhood for decades. Please allow our neighborhood to stay a neighborhood, not be redesigned as a development for profit. Let's keep Columbia strong by supporting our neighborhoods.

Please see the attached neighborhood map below.

Thank you for considering our position in this matter and for your service as the City Manager.

Tina Burkizer

4319 Pineridge Rd

Columbia, SC 29206

<date mapof pineridge.JPG>

Attachment: Public Input on Whitaker Rezoning_2 (6185 : ZMA-2020-0016: 1232 Whittaker Drive, TMS# 13909-09-02)

Hammond, Erika

From: Wilson, Teresa B
Sent: Monday, September 14, 2020 8:58 PM
To: Hammond, Erika; Hampton, Krista M
Subject: Fwd: [EXTERNAL] Rezoning Request 1232 Whittaker Drive--City Council Meeting on September 15th

Teresa Wilson
City Manager
City Hall; 1737 Main Street
Columbia, SC 29201

Phone: 803-545-3026
Fax: 803-401-8800
Mobile: 803-413-3118
Teresa.Wilson@columbiasc.gov
ColumbiaSC.gov

Begin forwarded message:

From: tommyburk <tommyburk@bellsouth.net>
Date: September 14, 2020 at 1:16:51 PM EDT
To: "Wilson, Teresa B" <Teresa.Wilson@columbiasc.gov>
Subject: [EXTERNAL] Rezoning Request 1232 Whittaker Drive--City Council Meeting on September 15th

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Hello Ms. Wilson,

I and the majority of my neighbors are **opposed** to the rezoning of 1232 Whittaker Drive from RS-1 to RS-2. This issue will be before Columbia City Council at the September 15th virtual meeting. My wife and I have lived in the Kilbourne Park neighborhood for more than 30 years and currently live directly across the street from 1232 Whittaker Drive.

At the Planning Commission meeting on July 13th, the Commission voted to recommend that the property be rezoned even though the majority of community input provided at the meeting was against the rezoning. We learned at the meeting that the Planning Commission staff had made their recommendation on a "technical" basis many weeks before the Planning Commission meeting with no input whatsoever from the community. The minutes from that meeting do not reflect the basis for that technical recommendation, nor does it reflect that the recommendation was made prior to any input from the public. The Planning Commission perfunctorily, with no discussion prior to voting, voted to recommend to City Council to rezone the property. I request that you view the video of that July 13th meeting which is posted on YouTube "City of Columbia Planning Commission Meeting". The portion of the meeting regarding the Whittaker rezoning starts at approximately 24 minutes. My neighbors and I

Attachment: Public Input on Whitaker Rezoning_2 (6185 : ZMA-2020-0016: 1232 Whittaker Drive, TMS# 13909-09-02)

have previously requested that this matter be reheard by the Planning Commission based on the procedural problems which were apparent during the meeting. We have received no response to our concerns.

1232 Whittaker Drive has one house on the property that was built in 1950. That house is currently being torn down. The applicant for the rezoning is Wade Carlisle, a self-admitted "flipper". He advised the Planning Commission that he wanted to build more than one new house on the lot. Currently 1232 Whittaker is zoned RS-1 which requires a minimum lot size of 15,000 square feet per unit. The property at 1232 Whittaker is 29,000 square feet, and currently does not have enough square footage to construct two homes. Mr. Carlisle is limited to building one unit on that property under the current RS-1 zoning.

RS-2 zoning requires a minimum lot size of 8,500 square feet per unit. If it is rezoned to RS-2 Mr. Carlisle could build three houses on that lot (3 x 8,500 = 25,500). We do not wish to see three houses crammed on that lot, and do not want to increase the housing density in this neighborhood which would certainly change the character of the neighborhood. There is currently a new home being constructed on Wedgwood Drive, a couple of blocks from Whittaker and Pineridge, that is zoned RS-2. The new Wedgwood home is clearly not in character for this neighborhood; we fear Mr. Carlisle may do the same thing on Whittaker if the rezoning is approved. Please drive by that location to see what I am talking about.

According to the ColumbiaCompass.org Comprehensive Plan, one of the Guiding Principals for housing in Columbia is "Managing changes in existing neighborhoods to support the protection of historical and cultural characteristics and **reduce impacts on established neighborhood character**". Rezoning will negatively impact the neighborhood character and would be contrary to the City's Comprehensive Plan.

Mr. Carlisle is tearing the current house down to maximize his profit and hopes to construct numerous homes on the property. He does not live in this neighborhood and will be unaffected by the changes to the neighborhood character. I don't think maximizing his profitability is a credible reason for granting a rezoning request in light of the neighborhood opposition and the change it will bring to the neighborhood character which consists of homes predominately built in the 1940s and 50s. We would very much appreciate your assistance in keeping this property from being rezoned. Thank you.

Sincerely,

Tom and Tina Burkizer

4319 Pineridge Road

Columbia, SC 29206

Attachment: Public Input on Whitaker Rezoning_2 (6185 : ZMA-2020-0016: 1232 Whittaker Drive, TMS# 13909-09-02)

Hammond, Erika

From: Wilson, Teresa B
Sent: Sunday, September 13, 2020 10:34 PM
To: Hammond, Erika; Hampton, Krista M
Subject: Fwd: [EXTERNAL] No Rezoning for 1232 Whittaker Drive

Sent from my iPhone

Begin forwarded message:

From: Carol Ann Coker <bgcoker@twc.com>
Date: September 13, 2020 at 9:05:26 PM EDT
To: "Archie, Shalaine D" <Shalaine.Archie@columbiasc.gov>, "Davis, Sam" <Sam.Davis@columbiasc.gov>, "Tidevine@jilawfirm.com" <Tidevine@jilawfirm.com>, "Duvall Jr, Howard E" <Howard.Duvall@columbiasc.gov>, "McDowell Jr, Edward H" <Edward.McDowell@columbiasc.gov>, "Brennan, Will J" <Will.Brennan@columbiasc.gov>, "Wilson, Teresa B" <Teresa.Wilson@columbiasc.gov>, "Rickenmann, Daniel J" <djrickenmann@columbiasc.gov>
Subject: [EXTERNAL] No Rezoning for 1232 Whittaker Drive
Reply-To: "Carol Ann Coker" <bgcoker@twc.com>

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Dear Councilmember,

My name is Carol Ann Coker. I reside at 4323 Pineridge Road. I am writing to you regarding 1232 Whittaker Driver. I am NOT in favor of rezoning this property to RS-2. In fact, I vehemently oppose it.

My grandparents, Hank and Janie Bartos, purchased 1334 Whittaker Drive in the mid-1940's when my mother was six months old. My grandfather coached football and worked for UofSC. My grandmother taught school at Bradley Elementary. They raised a family of 3 boys and my mother in that 3 bedroom, 1 bath, bungalow. They were also members of Kilbourne Park Baptist Church. I have fond memories from my childhood being spent on Whittaker Drive. My grandmother would exclaim every spring that Whittaker Drive was the most beautiful street in Columbia when the azaleas were in bloom.

When my grandmother became ill, and was diagnosed with cancer, I was fortunate enough to purchase my home from the Hogg family. Their boys were raised with my mother and uncles. It is right around the corner, so I could be close by, rather than downtown where I was living at the time. My 28 year-old was 5 years-old when we moved. He considers this to be home.

Attachment: Public Input on Whitaker Rezoning_2 (6185 : ZMA-2020-0016: 1232 Whittaker Drive, TMS# 13909-09-02)

Over time there have been homes purchased and torn down to make way for new larger constructed houses. This is ruining the neighborhood. They stick out like sore thumbs. These new, modern houses do not match the architectural history of our neighborhood. As long as I can remember there as only been one home on that lot. That is the way it needs to remain. Please do not allow 2, or more, houses to be built on that lot! I do not want the view from my front door to be of 2 and 3 story houses so massive that the entire greenspace is consumed.

In hopes that you'll preserve our neighborhood,

Carol Ann Coker

Attachment: Public Input on Whitaker Rezoning_2 (6185 : ZMA-2020-0016: 1232 Whittaker Drive, TMS# 13909-09-02)

Hammond, Erika

From: City Clerk
Sent: Tuesday, September 15, 2020 11:09 AM
To: Christine Hendrix; Rickenmann, Daniel J; City Clerk
Subject: RE: [EXTERNAL] Zoning on Whittaker

Thanks Ms. Hendrix – We will add your email to the record.

Erika D. Moore Hammond, CMC
City of Columbia
City Clerk of Council
1737 Main Street, Columbia, SC 29201
Phone: 803.545.3043 / **Fax**: 803.255.8936
Mail: Erika.Hammond@columbiasc.gov
Web: ColumbiaSC.gov

From: Christine Hendrix [mailto:cjhendrix21@gmail.com]
Sent: Tuesday, September 15, 2020 7:49 AM
To: Rickenmann, Daniel J <djrickenmann@columbiasc.gov>; City Clerk <CityClerk@columbiasc.gov>
Subject: [EXTERNAL] Zoning on Whittaker

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Good morning! I wanted to send a quick email to let you know that my family lives across the street from the proposed zoning area on Whittaker Drive. I know many are opposed, but we wanted to speak up in favor of Wade Carlisle's proposal to put two homes on the property. After speaking with him multiple times, he has promised that he has absolutely no intention of putting three homes on the property and that the two homes he does plan to build will not only maintain the integrity of our Kilbourne Park neighborhood community, but they will also very much help us.

We love our neighborhood and are excited to see Mr. Carlisle's plan evolve into action.

Sincerely,
Christine and Tyler Hendrix
1243 Whittaker Drive

Attachment: Public Input on Whitaker Rezoning_3 (6185 : ZMA-2020-0016: 1232 Whittaker Drive, TMS# 13909-09-02)

We Are Columbia

MEETING DATE: **September 15, 2020**

DEPARTMENT: **Planning and Development Services**

FROM: ***Krista Hampton, Director***

SUBJECT: **Zoning Map Amendment for 901, 903, 911, and 919 S. Edisto Avenue, TMS# 11211-06-17, 11211-06-18, 11211-06-19, and 11211-06-20**

FUNDING SOURCE & ORIGINAL BUDGET:

PURPOSE:

Council District: 3

Proposal: Request to rezone the parcel from Light Industrial District (M-1) to General Residential District (RG-2)

Applicant: Robert F. Fuller, Attorney/Stratus Property Group

Staff Recommendation: Denial

PC Recommendation: 07/13/2020; Approval (7-0)

ATTACHMENTS:

- ZMA-2020-0014_SEdisto_ZPH (PDF)
- Public Input on S Edisto Rezoning (PDF)
- Public Input on S Edisto Rezoning_2 (PDF)

CITY COUNCIL

September 15, 2020 at 2:00pm
Virtual Meeting Using Video Conferencing Technology, Columbia, SC

Zoning Map Amendment Case Summary
901, 903, 911, and 919 S. Edisto Avenue,
TMS# 11211-06-17, 11211-06-18, 11211-06-19, and 11211-06-20

Council District: 3

Proposal: Request to rezone the parcel from Light Industrial District (M-1) to General Residential District (RG-2)

Applicant: Robert F. Fuller, Atty/Stratus Property Group

Staff Recommendation: Denial

PC Recommendation: 07/13/2020; Approval (7-0)

ZPH, 1st Reading: 09/15/2020; Pending

2nd Reading: 10/06/2020; Pending

CURRENT PARCEL CHARACTERISTICS/CONDITIONS

Acreage: 8.64 acres
Current Use: Vacant (Former Bldg. Supply)
Proposed Use: Residential
Current Land Use Classification: Employment Campus (EC)
Current Zoning: Light Industrial District (M-1)
Proposed Zoning: General Residential District (RG-2)

PLANS, POLICIES, AND LAND USE

Comprehensive Plan Land Use Classification
The future land use for the subject property is Employment Campus (EC) in the Future Land Use Map.

These are areas dedicated to concentrations of employment uses, including professional services, research and development, and light production facilities. They are often designed in parks with internal street networks, extensive green spaces, and large format buildings. These districts are most often found at the urban edge and require large tracts of land. These campuses are comprised primarily of office buildings including corporate offices, medical or professional offices, office suites, non-polluting manufacturing, and research and development uses. Redevelopment and infill in these districts with more supporting uses, such as multi-family residential or retail/entertainment uses, is encouraged, with access to multimodal transit stops in and near the employment campus.

Primary Types

Attachment: ZMA-2020-0014_SEdisto_ZPH (6191 : ZMA-2020-0014: 901, 903, 911, and 919 S. Edisto Avenue,)

- Office/Services Medium to High-rise
- Flex Medium to Extra Large

Secondary Types
- Multi-family Mixed-use Medium & High-rise
- Parking Structures

Tertiary Types
- Single-family Attached
- Multi-family Small to High-rise
- Commercial Small to Extra Large
- Parking Lots

Existing Neighborhood, Small Area, Community, and/or Corridor Plans
The subject property is located within the study areas of three plans adopted by the City of Columbia: *Rosewood Plan: A Corridor & Neighborhood Plan* (2012); *A Plan for the Redevelopment of East Central City* (2004); and *Columbia Owens Master Plan* (2002).

The *Rosewood Plan: A Corridor & Neighborhood Plan* proposed a future land use of Technology Industrial (Ch. 4 pg. 30, Map 4.2). A portion of the property (the three smaller lots along S. Edisto) is also located within the area identified as a potential neighborhood design overlay (Ch. 4 pg. 32, Map 5.7). In general, the Plan discusses the need for walkability and improved/maintained tree canopy within Rosewood.

The subject property is also located within Cluster 5 of *A Plan for Redevelopment of East Central City*. The site analysis classified the small lots facing S. Edisto as within an area for potential revitalization, and the back portion of the larger lot falls within an area classified as existing industrial (Section 2, Page 8) but does not make a recommendation for future land use along the southern side of S. Edisto, and no activity nodes are identified in the immediate area (Section 4C, Page 14).

The *Columbia Owens Master Plan* was a redevelopment plan for which the primary recommendation was the development of a spine road for the study area which aligned with the existing S. Edisto route as adjacent to the subject properties (Exhibit 5 – Roadway Alternatives). The plan also proposed specific streetscape concepts for this roadway (Exhibits 6, 7, and 8) and vegetation along the road frontage (Exhibit 12 – Conceptual Master Plan Commercial/Research Option & Exhibit 13 – Conceptual Master Plan Residential/Research Option).

PROPOSED ZONING DISTRICT SUMMARY

The subject property is currently zoned Light Industrial District (M-1). The abutting properties in the City of Columbia have base zoning of Light Industrial District (M-1) and General Residential District (RG-2) to the North, East, and West and Light Industrial District (M-1) to the South.

The proposed zoning district is General Residential District (RG-2).

Light Industrial District (M-1)

The M-1 district is intended to accommodate wholesaling, distribution, storage, processing, light manufacturing and general commercial uses. Certain related structures and uses required to serve the needs of such uses are permitted outright or are permissible as special exceptions subject to restrictions and requirements intended to best fulfill the intent of this article.

General Residential District (RG-2)

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

Attachment: ZMA-2020-0014_SEdisto_ZPH (6191 : ZMA-2020-0014: 901, 903, 911, and 919 S. Edisto Avenue,)

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.

STAFF RECOMMENDATION

Staff recommends City Council deny the request to rezone the parcel from M-1 to RG-2.

Attachment: ZMA-2020-0014_SEdisto_ZPH (6191 : ZMA-2020-0014: 901, 903, 911, and 919 S. Edisto Avenue,)

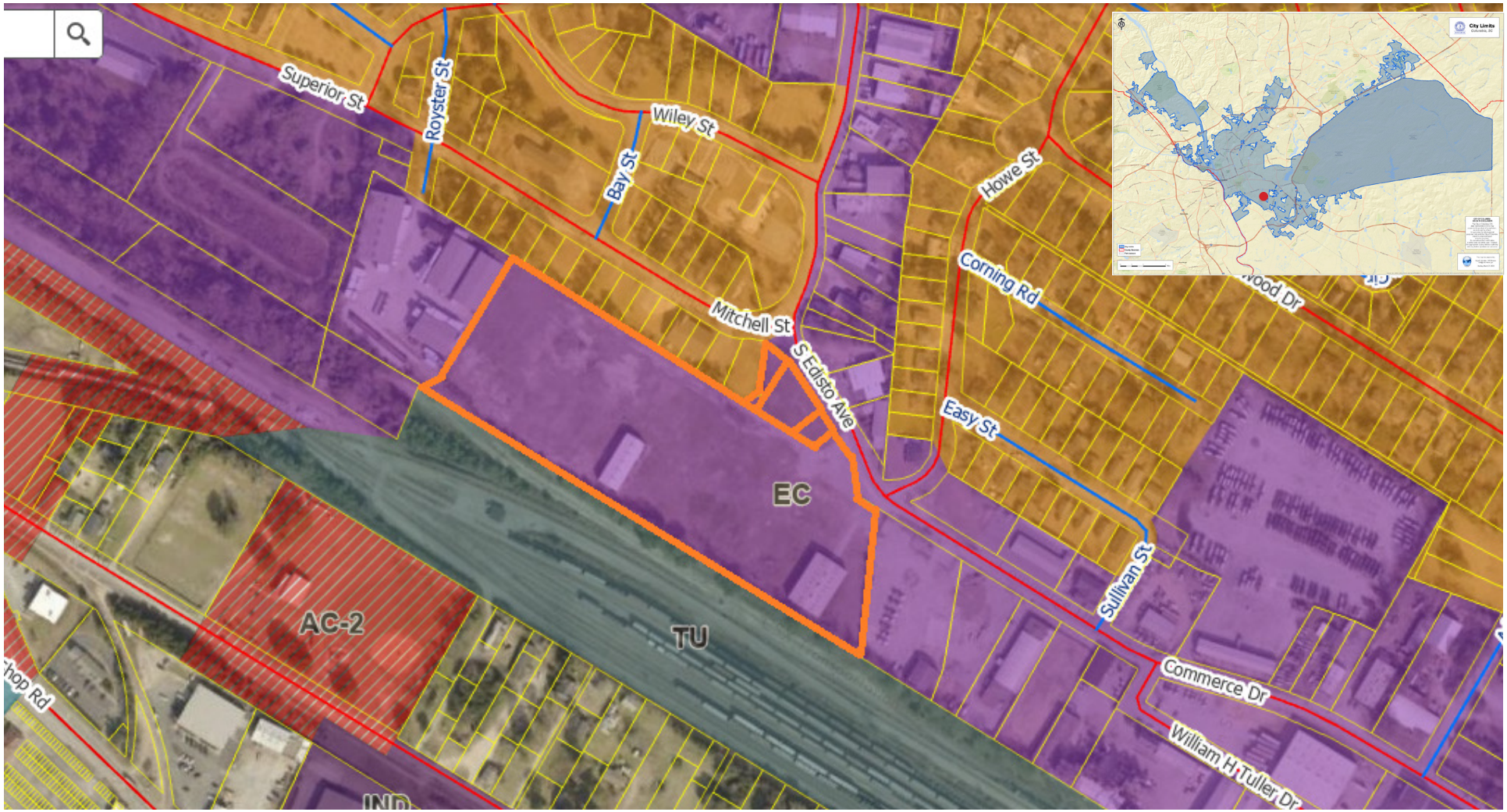
03/12/2019

Attachment: ZMA-2020-0014_SEdisto_ZPH (6191 : ZMA-2020-0014: 901, 903, 911, and 919 S. Edisto

© All Pictometry

Land Use Map

901, 903, 91, and 919 S. Edisto Avenue, TMS# 11211-06-17, 11211-06-18, 11211-06-19, and 11211-06-20; Existing FLU: EC



We Are Columbia

Prepared by: Shane Shaughnessy
August 6, 2020

N

UCMR-1 - Urban Core Mixed Residential - 1	UCR-2 - Urban Core Residential Large Lot	UEAC-2 - Urban Edge Regional Activity Center	S/A - Sports/Amusement
UCMR-2 - Urban Core Mixed Residential - 2	UER-1 - Urban Edge Residential Small Lot	AC-1 - Neighborhood Activity Corridor	C/I - Civic/Institutional
UCMR-3 - Urban Core Mixed Residential - 3	UER-2 - Urban Edge Residential Large Lot	AC-2 - Community Activity Corridor	CBA - Central Business Area
UEMR - Urban Edge Mixed Residential	UCAC-1 - Urban Core Neighborhood Activity Center	AC-3 - Regional Activity Corridor	ZOO - Riverbanks Zoo & Garden
UCMF - Urban Core Multi-family	UCAC-2 - Urban Core Community Activity Center	EC - Employment Campus	U/C - Universities/Colleges
UEMF - Urban Edge Multi-family	UCAC-3 - Urban Core Regional Activity Center	IND - Industrial	FJ - Fort Jackson
UCR-1 - Urban Core Residential Small Lot	UEAC-1 - Urban Edge Community Activity Center	TU - Transportation & Utilities	T/S - Transitional/Sensitive Lands

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Attachment: ZMA-2020-0014_SEdisto_ZPH (6191 : ZMA-2020-0014: 901, 903, 911, and 919 S. Edisto

Zoning Map

901, 903, 911, and 919 S. Edisto Avenue, TMS# 11211-06-17, -18, -19, and -20
Current Zoning: M-1 Proposed Zoning: RG-2

CITY of COLUMBIA, S.C.
JUSTITIA VIRTUTUM REGINA
We Are Columbia

N

Prepared by: Shane Shaughnessy
June 9, 2020

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Attachment: ZMA-2020-0014_SEdisto_ZPH (6191 : ZMA-2020-0014: 901, 903, 911, and 919 S. Edisto

Re: Case ID# CUB-00036
Permit/Zoning/Subdivision# ZMA-2020-0014
Applicant Robert Fuller

Location: Columbia
Latitude: 33.9788080093304
Longitude: -81.0114518894161
Description: Rezoning from M-1 to RG-2 for multifamily

**** FINDING OF INCOMPATIBLE AIRPORT LAND USE ****

Dear Erica Jaen:

The airport land use notification application referenced above was received on 6/3/2020 and was reviewed by the staff of the South Carolina Aeronautics Commission pursuant to Section 55-13-5 of the South Carolina Code of Laws, as amended. Based upon the aforementioned review, the proposed land use change has been determined by the staff to be incompatible with JIM HAMILTON L.B. OWENS and the Aeronautics Commission has determined that the application proposes an activity or development that poses an unreasonable or unacceptable risk to aviation safety or to persons and property on the ground. As such the Aeronautics Commission recommends that the proposed land use change be denied. It is possible that with a modification of the location, design, or type of activity that is proposed, Aeronautics would reconsider its determination.

Our determination is based upon the following factors:

Southeast corner of the property falls inside the Runway 31 Departure Runway Protection Zone.

The majority of the property falls within the Inner Approach Zone for Runway 13. Multi-family housing land use is incompatible with Inner Approach Zone.

Permitted uses with the Inner Approach Zone are very low-density residential (e.g., single-family homes on large lots, one acre or greater); light manufacturing and commercial; small businesses; warehouses; roads; and agriculture.

Along with this letter, we are including a land use evaluation summary and scorecard based on Aeronautics' standards, which should provide further information regarding our review.

Additionally, Aeronautics expects compliance with and enforcement of any and all local zoning and/or land use control ordinances, particularly those pertaining to height, hazard, and compatible land use near JIM HAMILTON L.B. OWENS, as applicable to the proposed land use change.

As per Section 55-13-5 of the South Carolina Code of Laws, City of Columbia must respond substantively in writing to each comment, separately stated before the issuance of any permit or

Attachment: ZMA-2020-0014_SEdisto_ZPH (6191 : ZMA-2020-0014: 901, 903, 911, and 919 S. Edisto Avenue,)

approval.

On behalf of the South Carolina Aeronautics Commission, we very much appreciate the opportunity to provide these comments. We are willing to describe for you in detail the reasons behind our recommendation. Please let us know if you have any questions.

Sincerely,

SCAC Admin
Admin Account

Attachment: ZMA-2020-0014_SEdisto_ZPH (6191 : ZMA-2020-0014: 901, 903, 911, and 919 S. Edisto Avenue,)

Case: CUB-00036

Structure Location

Center Latitude: 33.9788080093304

Center Longitude: -81.0114518894161

Height Analysis Values

Structure Height: 40'
Vertical Buffer: 20'
Structure Ground Elevation: 202' *(Reference DEM Elevation: 209')*
Structure Top Elevation: 262'

Existing Maximum Allowed Part 77 Height: 264'
Existing Maximum Allowed TSS Height: 313'
Future Maximum Allowed Part 77 Height: 243'
Future Maximum Allowed TSS Height: 287'

Height Compatibility Score

Conditional: Your proposed structure would likely be considered conditionally compatible by airspace height criteria as determined by SC Aeronautics. The proposed structure(s) may be subject to other local land use controls, including but not limited to building permits, zoning regulations, avigation easements, disclosures, or public notices. One or more of these land use controls would likely be recommended by SC Aeronautics as part of our review. It is also important that the proposed structure, if you intend to build it, be submitted to the FAA using Form 7460-1 "Notice of Proposed Construction or Alteration", available online at http://oeaaa.faa.gov. Please contact SC Aeronautics, or your local planning or building permit official, if you have further questions.

Is a zoning change or subdivision of property proposed?
Yes

Is the zoning change or subdivision for an airport-related use?
No = Incompatible

Will fuel sales, storage or distribution be permitted or included by the proposed airport-related use, zoning change, or subdivision?
No = Compatible

Will the storage of hazardous or flammable material, as defined by the International Building Code such as natural gas, propane, chemicals, etc., be permitted or included by the proposed airport-related use, zoning change, or subdivision?
No = Compatible

Will any wildlife attractants including detention ponds, be permitted or

Attachment: ZMA-2020-0014_SEdisto_ZPH (6191 : ZMA-2020-0014: 901, 903, 911, and 919 S. Edisto Avenue,)

included by the proposed airport-related use, zoning change, or subdivision?
Wildlife attractants include features that create bird strike hazards, particularly detention and retention ponds, landfills, wastewater treatment plants, open mining operations, debris/soil piles, and created wetlands.
No = Compatible

	Compatible	Conditional	Incompatible
Height		✓	
Land Use			✓
Fuel Sales, etc.	✓		
Hazardous Materials	✓		
Wildlife Attractant	✓		

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Mail Processing Center
Federal Aviation Administration
Southwest Regional Office
Obstruction Evaluation Group
10101 Hillwood Parkway
Fort Worth, TX 76177

Aeronautical Study No
2020-ASO-16322-OE

Issued Date: 06/22/2020

Jeff Koon
Status Development Group
PO Box 81284
Athens, GA 30608

**** DETERMINATION OF NO HAZARD TO AIR NAVIGATION ****

The Federal Aviation Administration has conducted an aeronautical study under the provisions of 49 U.S.C., Section 44718 and if applicable Title 14 of the Code of Federal Regulations, part 77, concerning:

Structure:	Building The Rosewood Development
Location:	Columbia, SC
Latitude:	33-58-42.41N NAD 83
Longitude:	81-00-36.62W
Heights:	200 feet site elevation (SE)
	35 feet above ground level (AGL)
	235 feet above mean sea level (AMSL)

This aeronautical study revealed that the structure does not exceed obstruction standards and would not be a hazard to air navigation provided the following condition(s), if any, is(are) met:

It is required that FAA Form 7460-2, Notice of Actual Construction or Alteration, be e-filed any time the project is abandoned or:

_____ At least 10 days prior to start of construction (7460-2, Part 1)
__X__ Within 5 days after the construction reaches its greatest height (7460-2, Part 2)

Based on this evaluation, marking and lighting are not necessary for aviation safety. However, if marking/ lighting are accomplished on a voluntary basis, we recommend it be installed in accordance with FAA Advisory circular 70/7460-1 L Change 2.

This determination expires on 12/22/2021 unless:

(a) the construction is started (not necessarily completed) and FAA Form 7460-2, Notice of Actual Construction or Alteration, is received by this office.
(b) extended, revised, or terminated by the issuing office.
(c) the construction is subject to the licensing authority of the Federal Communications Commission (FCC) and an application for a construction permit has been filed, as required by the FCC, within 6 months of the date of this determination. In such case, the determination expires on the date prescribed by the FCC for completion of construction, or the date the FCC denies the application.

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NOTE: REQUEST FOR EXTENSION OF THE EFFECTIVE PERIOD OF THIS DETERMINATION M BE E-FILED AT LEAST 15 DAYS PRIOR TO THE EXPIRATION DATE. AFTER RE-EVALUATION OF CURRENT OPERATIONS IN THE AREA OF THE STRUCTURE TO DETERMINE THAT NO SIGNIFICANT AERONAUTICAL CHANGES HAVE OCCURRED, YOUR DETERMINATION MAY BE ELIGIBLE FOR ONE EXTENSION OF THE EFFECTIVE PERIOD.

This determination is based, in part, on the foregoing description which includes specific coordinates, heights, frequency(ies) and power. Any changes in coordinates, heights, and frequencies or use of greater power, except those frequencies specified in the Colo Void Clause Coalition; Antenna System Co-Location; Voluntary Best Practices, effective 21 Nov 2007, will void this determination. Any future construction or alteration, including increase to heights, power, or the addition of other transmitters, requires separate notice to the FAA.This determination includes all previously filed frequencies and power for this structure.

If construction or alteration is dismantled or destroyed, you must submit notice to the FAA within 5 days after the construction or alteration is dismantled or destroyed.

This determination does include temporary construction equipment such as cranes, derricks, etc., which may be used during actual construction of the structure. However, this equipment shall not exceed the overall heights as indicated above. Equipment which has a height greater than the studied structure requires separate notice to the FAA.

This determination concerns the effect of this structure on the safe and efficient use of navigable airspace by aircraft and does not relieve the sponsor of compliance responsibilities relating to any law, ordinance, or regulation of any Federal, State, or local government body.

If we can be of further assistance, please contact our office at (816) 329-2525, or natalie.schmalbeck@faa.gov. On any future correspondence concerning this matter, please refer to Aeronautical Study Number 2020-ASO-16322-OE.

Signature Control No: 441760137-443522487 (DNE)
Natalie Schmalbeck
Technician

Attachment(s)
Map(s)

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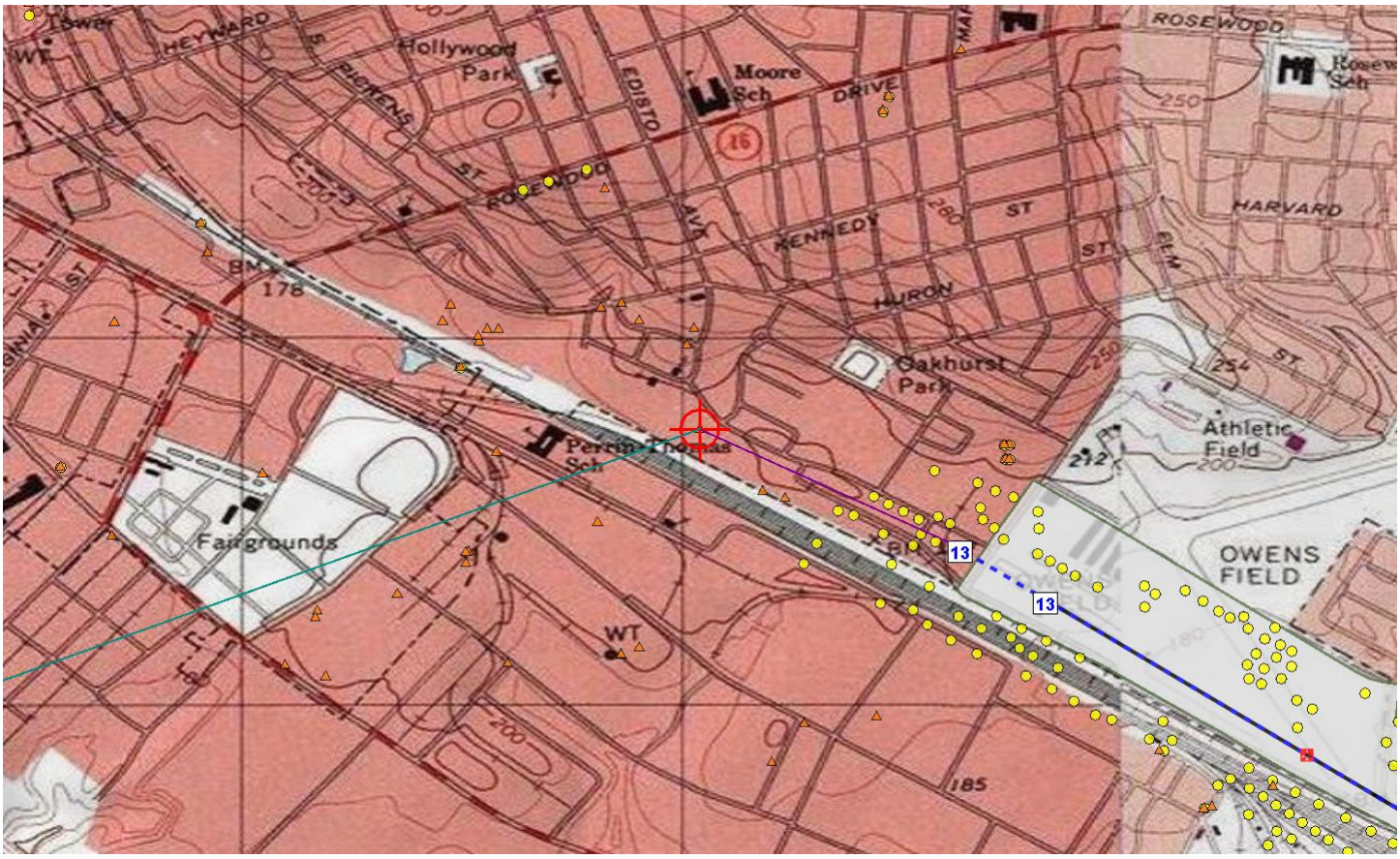

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Table of Permitted Uses
M-1
Permitted Principal Uses
Food crops grown within a covered enclosure
General farms, primarily crop
Agricultural services with indoor kennels
Agricultural services with outdoor kennels
Landscape counseling and planning
Lawn and garden services
Ornamental shrub and tree services
Building construction-General contractors and operative builders
Building Construction - Office Only
Construction other than building construction-General contractors
Construction other than building construction - Office Only
Construction-Special trade contractors
Construction - Special trade contractors - Office Only
Food and kindred products
Bakery products
Microbrewery (Sec. 17-290) products
Apparel and other finished products made from fabrics and similar materials
Lumber and wood products, except furniture
Furnitures and fixtures
Printing, publishing and allied industries
Measuring, analyzing and controlling instruments; photographic, medical and optical goods; watches and clocks
Railway express service
Local and suburban transit and interurban highway passenger transportation and service facilities for motor vehicle passenger transportation
Motor freight transportation and warehousing
Trucking, local and long distance
Motor freight transportation and warehousing: Local trucking without storage
Motor freight transportation and warehousing: Local trucking with storage
Public warehousing
Public warehousing: Miniwarehouse (Sec. 17-260)

Table of Permitted Uses
RG-2
Permitted Principal Uses
Water supply services
Sewerage Systems (Sec. 17-262)
Municipal or other passive recreation facilities (parks, greenways, including administrative facilities)
Detached One-Family Dwelling
Attached One-Family Dwelling
Attached Two-Family Dwelling
Multi-Family Dwelling
Group Development
Police and Fire Protection
Permitted in District, provided owner and/or tenant complies with the associated conditions set forth in this article
Municipal active recreation facilities (athletic ball fields, swimming pools, playgrounds, including administration facilities)(Sec. 17-289)
Permitted Accessory Use
Coin-operated laundries and dry cleaning
Permitted as an Accessory Use or as a Principal Use by Special Exception
Food crops grown within a covered enclosure
General farms, primarily crop
Roominghouses and boardinghouses
Organization hotels and lodginghouses on membership basis
Public Golf Course
Elementary and Secondary Schools (17-296)
Libraries and Information Centers
Religious Organizations
Special Exception by Board of Zoning Appeals
Electric substations
Cemetary subdividers and developers
Parking Lots
Membership Sports and Recreation Clubs
Day Care Facilities (17-265)
Residential Care (17-266)

Attachment: ZMA-2020-0014_SEdisto_ZPH (6191 : ZMA-2020-0014: 901, 903, 911, and 919 S. Edisto Avenue,)

Table of Permitted Uses
M-1
Private Commercial Storage (Sec. 17-260)
U.S. Postal Service
Water transportation
Transportation by air
Pipelines
Transportation services
Arrangement of Transportation Services
Telephone communication (wire or radio)
Communication: Telegraph
Radio and television broadcasting
Communication: Cable
Electric substations
Water supply services
Sewerage Systems (Sec. 17-262)
Motor vehicles and automotive parts and supplies
Wholesale trade-Durable goods
Wholesale trade, Non durable goods: Paper and paper products
Wholesale trade, Non durable goods: Apparel - Goods and notions
Wholesale trade, Non durable goods: Groceries and related products
Wholesale trade, Non durable goods: Farm products-Raw materials
Wholesale trade, Non durable goods: Chemicals and allied products
Wholesale trade, Non durable goods: Beer, wine and distilled alcoholic beverages
Wholesale trade, not durable goods: Miscellaneous nondurable goods
Retail Trade: Lumber and other building materials dealers
Paint, glass and wallpaper stores
Hardware stores
Retail nursuries, lawn and garden supply stores
General merchandise stores: Miscellaneous general merchandise stores
Grocery Stores
Fruit stores and vegetable markets
Retail bakeries
Food stores: Miscellaneous
Motor vehicle dealers (new and used)(Sec. 17-286)
Motor vehicle dealers (used only)(Sec. 17-286)
Auto and home supply stores (Sec. 17-286)
Gasoline service stations (Sec. 17-286)
Boat dealers (Sec. 17-286)

Table of Permitted Uses
RG-2
Mobile home parks subject to article VI division 2
Fraternity and sorority houses

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Table of Permitted Uses
M-1
Recreational and utility trailer dealers (Sec. 17-286
Apparel and accessory stores
Furniture, home furnishings and equipment stores
Eating Places
Drinking Places (alcoholic beverages)(Sec. 17-269)
Drugstores and proprietary stores
Miscellaneous shopping goods stores
Mail order house
Non-store retaliers: Automatic merchandising machine operaters
Fuel and ice dealers, except oil fuel dealers and bottled gas dealers
Fuel oil dealers
Liquified petroleum gas (bottled gas) dealers
Florist
Cigar store and stands
New dealers and newsstands
Miscellaneous retail stores, not elsewhere classified
Finance, Insurance, and Real Estate
Banquet Hall
Cemetary subdividers and developers
Suite Hotel (Sec. 17-271)
Bed and breakfast hotel (Sec. 17-271)
Power laundries
Garment pressing and agents for laundries and dry cleaners
Linen supply
Diaper service
Coin-operated laundries and dry cleaning
Dry cleaning plants, except rug cleaning
Carpet and upolstery cleaning
Industrial launderers
Laundry and garment services not elsewhere classified
Photographic Studies, portrait
Beauty Shops
Barbershops
Shoe repair shops, shoeshine parlors, and hat cleaning shops
Miscellaneous personal services, except massage parlors and spas
Advertising agences
Outdoor advertising agencies
Consumer credit reporting agences

Table of Permitted Uses
RG-2

Attachment: ZMA-2020-0014_SEdisto_ZPH (6191 : ZMA-2020-0014: 901, 903, 911, and 919 S. Edisto Avenue,)

Table of Permitted Uses
M-1
Blueprinting and photocopying (Sec. 17-264)
Commercial photography, art and graphics
Stenographic services and reproduction services not elsewhere classified
Disinfecting and extermination services
Cleaning and maintenance services to dwellings and other buildings not elsewhere classified
Equipment rental and leasing services
Personal supply services
Miscellaneous business services: Miscellaneous
Business services not elsewhere classified
Employment agencies
Computer and data processing services
Detective agencies and protective services
Photofinishing laboratories
Passenger car rental and leasing without driver
Truck rental and leasing without drivers
Utility trailer and recreational vehicle rental
Parking Lots
Automotive repair shops
Carwashes
Automotive services, except repair and carwashes
Radio and mobile telephone installation shops
Radio and television repair shops
Refrigeration and air conditioning service and repair shops
Reupholstery and furniture repair
Watch and jewelry repair
Welding repair
Repair shops, not otherwise classified
Motion picture theaters except drive-in
Bowling alleys and billiard and pool establishments
Physical fitness facilities and yoga facilities
Dance studios
Professional sports clubs and promoters
Racing including track operations
Municipal or other passive recreation facilities (parks, greenways, including administrative facilities)
Public golf courses
Coin-operated amusement devices
Amusement parks
Membership Sports and Recreation Clubs
Amusement and recreation services not elsewhere classified

Table of Permitted Uses
RG-2

Attachment: ZMA-2020-0014_SEdisto_ZPH (6191 : ZMA-2020-0014: 901, 903, 911, and 919 S. Edisto Avenue,)

Table of Permitted Uses
M-1
Offices of physicians
Medical and dental laboratories
Legal services
Business and secretarial schools
Vocational schools except vocational high schools not elsewhere classified
Job training and vocational rehabilitation services
Museums and art galleries
Arboreta, botanical and zoological gardens
Business associations
Professional membership
Labor Unions and similar labor organizations
Civic, social and fraternal associations
Political organizations
Religious organizations
Engineering, architectural, and surveying services
Accounting, auditing, and bookkeeping services
Commercial, physical and biological research
Commercial economic, sociological, and educational research
Noncommercial research organization
Testing laboratories
Management and public relations services
Miscellaneous services
Police and Fire Protection
Permitted in District, provided owner and/or tenant complies with the associated conditions set forth in this article
Used merchandise stores without weapons (Sec. 17-87)
Non-depository personal credit institutions (pay day loan and/or title loan establishments (Sec. 17-294)
Municipal active recreation facilities (athletic ball fields, swimming pools, playgrounds, including administration facilities)(Sec. 17-289)
Offices and clinics of other health practictioners, including therapeutic massage (17-288)
Dormitories , Private (Sec. 17-321)
Permitted Accessory Use
Aquaponics
Special Exception by Board of Zoning Appeals
Gas production and distribution
Wholesale trade-durable goods-Scrap
Liquor Stores
Used merchandise stores with weapons

Table of Permitted Uses
RG-2

Attachment: ZMA-2020-0014_SEdisto_ZPH (6191 : ZMA-2020-0014: 901, 903, 911, and 919 S. Edisto Avenue,)

Table of Permitted Uses
M-1
Pawn shops
Body piercing facilities and tattoo establishments
Recycling centers (see Sec. 17-273)
Parking structures
Drive-in motion picture theaters
Bingo parlors
Libraries and information centers
Day Care Facilities (Sec. 17-265)
Dormitories, Public
Fraternity and sorority houses
Correctional insitutions

Table of Permitted Uses
RG-2

Attachment: ZMA-2020-0014_SEdisto_ZPH (6191 : ZMA-2020-0014: 901, 903, 911, and 919 S. Edisto Avenue,)

SOUTH CAROLINA AERONAUTICS

2553 Airport Boulevard
West Columbia, SC 29170
(803) 896-6262
www.scaeronautics.com

Henry D. McMaster
GOVERNOR

James D. Stephens
EXECUTIVE DIRECTOR

Aeronautics Commission

Delphin A. Gantt, Jr.
CHAIRMAN

Vacant
DISTRICT 1

David Anderson
DISTRICT 2

Skeets Cooper
DISTRICT 3

Lara Kaufmann
DISTRICT 4

Charles "Doug" Barnes
DISTRICT 5

Marco Cavazzoni
DISTRICT 6

Vacant
DISTRICT 7

September 9, 2020

Ms. Krista Hampton, Director
Rachel L. Bailey, Esq.
Zoning Administrator
Planning & Development Services
1136 Washington Street
Columbia, South Carolina 29201

Re: "The Rosewood" – Finding of Incompatibility

Dear Ms. Hampton and Ms. Bailey:

The South Carolina Aeronautics Commission (the "Commission") is a state agency charged with the development and maintenance of public use airports in South Carolina as well as administering the provisions of Title 55 of the South Carolina Code of Laws. In 2012, Title 55 was amended to require zoning officials to provide to the Commission all applications and requests for rezoning for parcels located in the vicinity of such airports for review and comment. It is my understanding that your staff provided the staff at the Division of Aeronautics with information regarding a project known as "The Rosewood," and the Division determined that the proposed project was located in the Runway Protection Zone for the Columbia Downtown Hamilton-Owens Airport, and that the proposed activity was determined to be incompatible with FAA land use standards that are utilized by the Commission.

I am informed that in spite of this finding, the Planning Commission approved the project, and that City Council will determine whether to change the zoning of the parcels to allow the proposed project to proceed.

Section 55-13-5 of the Code states:

> Land use decision by county and municipal governments and local agencies shall take into account the presence of airport land use zones and airport safety zones and consult with the division, when possible prior to making land use decision within airport land use zones and airport safety zones. If the division provides comments, within thirty days, the governmental body must respond substantively in writing to each comment, separately stated before the issuance of the permit or approval…Land use decision by county and municipal governments and local agencies shall take into account the presence of airport land use zones.

Attachment: Public Input on S Edisto Rezoning (6191 : ZMA-2020-0014: 901, 903, 911, and 919 S. Edisto Avenue)

> Land use decisions in airport land use zones should avoid and minimize the impact to interruption of aircraft operations, aviation safety, including approach, landing takeoff, and departure criteria established by the Federal Aviation Administration or nationally recognized industry standards. (italics added)

In addition to the aforementioned, the Code provides the authority for the Division to seek relief and take action to enjoin or abate an action that would create an imminent or foreseeable hazard to aviation safety.

Neither the Planning Commission nor the staff provided *any* response to the Division of Aeronautics regarding The Rosewood project as required by law. Should the City Council decide to rezone the property to allow this project without compliance under South Carolina law, the Division will have no choice but to appeal such decision, seek a stay of any action, and seek cost recovery as allowed by law.

The Planning Commission failed not only to consider the Finding of Incompatibility by the Division of Aeronautics, but it apparently ignored the objection by the Richland County Airport Commission. I am also advised that City planning staff further recommended against the project. We believe that the Planning Commission was in error to approve this project without compliance with 55-13-5. Should the City proceed to grant approval of the rezoning for The Rosewood in the same manner, litigation will likely follow.

In addition to the apparent procedural omissions that result from noncompliance with Title 55, approval of this project presents basic public safety issues. Should the proposed project be approved, it will result in the location of residential structures in the Runway Protection Zone which is in the approach and departure zone for the Airport, it will constitute a hazard to the residents on the ground and persons in the air, there will be incompatible noise complaints, and in the unfortunate instance of an accident, the lives of persons living in the Runway Protection Zone and on aircraft will be at risk. New development in a Runway Protection Zone violates FAA land use standards and the Commission's adoption of the same.

For these reasons, we recommend that the City deny the rezoning.

While the Commission does not want to engage in litigation with the City regarding this matter, the Code provides such authority, particularly where the City has not complied with specific requirements of the law. After you have had the

Attachment: Public Input on S Edisto Rezoning (6191 : ZMA-2020-0014: 901, 903, 911, and 919 S. Edisto Avenue)

opportunity to review this letter, please contact me should you wish to seek informal resolution of the matter.

We wish to point out that both the developer's attorney and engineer have incorrectly claimed in their correspondence to the City that the Aeronautics Commission "represents a single interest to the exclusion of all others – keep as much development away from an airport as possible." The Commission's interest has also been sophomorically characterized as "myopic." Provisions of the South Carolina Code that were enacted by the Legislature mandating the Commission's involvement are in the public interest. The Code is designed to promote harmonious development that also ensures the safety of airports, aircraft, and persons and property on the land surface.

There is also a significant public investment in infrastructure at the Hamilton-Owens Airport, and the Commission is charged with ensuring that the infrastructure that is constructed and maintained by public funds is not adversely impacted by irresponsible private development. In addition, Richland County is the airport sponsor, and it is charged with compliance with FAA and Aeronautics Commission grant assurances. Allowing new development in the Runway Protection Zone violates such assurances and could jeopardize future funding for the Airport. While we cannot speak for the Richland County Airport Commission, as a representative of the airport sponsor, under the circumstances, the Richland County Airport Commission's objection to the project is reasonable.

The FAA's determination that there is "no hazard to air navigation" is solely related to the presence of obstructions such as towers, antennae, and buildings. The FAA determination did not address land use considerations. As such, the City should not misinterpret this finding.

I would kindly appreciate your including this letter in the packet for the review by City Council in making a final decision. Lastly, should there be any change in the planned hearing date of September 15, please let me know. We would like to attend the hearing and make a presentation to City Council. Thank you very much for your assistance.

Sincerely,

James D. Stephens
Executive Director

cc: The Honorable Steve Benjamin
Chris Eversmann, P.E.
Delphin A. Gantt, Jr.
John Adams Hodge, Esquire

Attachment: Public Input on S Edisto Rezoning (6191 : ZMA-2020-0014: 901, 903, 911, and 919 S. Edisto Avenue)

Hammond, Erika

From: Brennan, Will J
Sent: Friday, September 11, 2020 10:36 AM
To: Hammond, Erika
Subject: Fw: FW: [EXTERNAL] The Rosewood - Columbia

From: Michele Huggins <michelehuggins42@gmail.com>
Sent: Tuesday, July 28, 2020 5:33 PM
To: ALLISON TERRACIO <TERRACIO.ALLISON@richlandcountysc.gov>; Brennan, Will J <Will.Brennan@columbiasc.gov>; Duvall Jr, Howard E <Howard.Duvall@columbiasc.gov>
Cc: Whitney Denton <whitney.denton2017@gmail.com>; DOWDEY, GARY <DOWDEY@cec.sc.edu>; tmalson72@gmail.com <tmalson72@gmail.com>; mikeely@hotmail.com <mikeely@hotmail.com>; Watson, Bessie <watson.bessie@gmail.com>; ramundson@sc.rr.com <ramundson@sc.rr.com>; swmspac@gmail.com <swmspac@gmail.com>; James McComb <jrmccombjr@yahoo.com>; eversmann.chris@richlandcountysc.gov <eversmann.chris@richlandcountysc.gov>
Subject: Re: FW: [EXTERNAL] The Rosewood - Columbia

Good Afternoon Everyone,

Yesterday evening South Kilbourne Board and Bessie Watson with Edisto Court Community met to discuss the proposed development known as "The Rosewood". Our decision after review of the proposed development does not support the development for the following reasons...

1) The proposed development does not align with the Edisto Court Community 25- year plan. Any questions regarding this plan need to be addressed to Sara Williams, Bessie Watson and the Edisto Court Community Board members.

2) After visiting the proposed development area, we discovered that there were several immediate community members who were completely unaware of this proposed development. These community members are living in homes that have been in the family for generations and they are not in favor of this type of development.

3) There is a community church at this intersection that was founded by Edisto Court Community members generations ago and this church according to City of Columbia historic preservation guidelines would be deemed to have historic significance.

3) Local business owners were immediately concerned about the poorly maintained roads and the amount of increased traffic from the result of this development. One owner specifically pointed out the number of cold pothole patches on Mitchell and South Edisto/Commerce Dr. causing a driver to play frogger to dodge them.

4) This proposed development location is where 3 roads intersect and an increase in traffic of this volume would be overwhelming for the neighborhood and a safety hazard. There is no way to accommodate this intersection for additional traffic without displacing long term residents.

Attachment: Public Input on S Edisto Rezoning (6191 : ZMA-2020-0014: 901, 903, 911, and 919 S. Edisto Avenue)

5) If such development is approved, there would be a potential increase of over 200 vehicles a day on narrow neighborhood streets where residents often park on the road.
5) The infrastructure in this area cannot support this development. A retention pond cannot make up for the aging stormwater system. The antiquated water, sewer and stormwater system cannot handle the proposed development of this size when it is barely able to maintain the existing structures.
6) These occupants would have noise pollution from the railroad and airport reducing enjoyment of their residence.
7) Based on Richland County Airport Commission's points for consideration we feel this is not the best use of property.
8) All environmental issues on this property need to be resolved with proof of remediation before any development should be approved. This remediation should occur before any development plans are allowed or finalized.
9) It is very discerning to know that the developer did not reach out to the immediate community in which he wishes his proposal to go. There are several signs around the area stating it is the Edisto Community.
10) Reviewing the developer's website, we found that the developer developed housing near universities and how many of those tenants have guarantor rent agreements. The proposed area in the Edisto Court/Rosewood area is not applicable housing of this size and should not be considered as such.
While we appreciate the effort this developer has gone to, we feel he has not truly looked at the Edisto Community or Rosewood to present a plan that is in line with the area.
Affordable single-family housing is more in line with the character of the neighborhood. If you feel in need to discuss this further, please do not hesitate to reach out.

Sincerely,
Michele B. Huggins
South Kilbourne Neighborhood Association
President

Attachment: Public Input on S Edisto Rezoning (6191 : ZMA-2020-0014: 901, 903, 911, and 919 S. Edisto Avenue,)

Hammond, Erika

From: Brennan, Will J
Sent: Friday, September 11, 2020 10:28 AM
To: Hammond, Erika
Subject: Fw: [EXTERNAL] Richland County Airport Commission - City Land Use Position Near KCUB
Attachments: Councilman Brennan RCAC Land Use 9.01.2020.pdf; SCAC FindingLetter06-12-20012659.pdf

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From: PARRISH, JOHN <JDP5@mailbox.sc.edu>
Sent: Thursday, September 3, 2020 2:16 PM
To: Brennan, Will J <Will.Brennan@columbiasc.gov>
Cc: Joel McCreary <jm@msarch.net>; CHRIS EVERSMANN <EVERSMANN.CHRIS@richlandcountysc.gov>; ALLISON TERRACIO <TERRACIO.ALLISON@richlandcountysc.gov>; Jim Manning <Manning.Jim@richlandcountysc.gov>
Subject: [EXTERNAL] Richland County Airport Commission - City Land Use Position Near KCUB

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Good afternoon Councilman Brennan,

I know you're extremely busy so I'll be brief. Please see the attachments regarding a proposal recently approved by the City Council Planning Commission. As a professional pilot and the vice chair of the Richland County Airport Commission I was shocked at a residential building project being approved in the direct flight path of the Hamilton Owens Airport. Please help us protect the safety and integrity of the airport and it's surrounding area by not allowing this project to proceed. I share this unanimous opinion with all other Richland County Airport Commissioners. Please let me know if I can provide anymore information or you'd like to discuss in more detail. I thank you for your service and your time in considering this very important request. Stay healthy and well!

Respectfully,

John Parrish
Pilot
USC Flight Operations
Cell: 803.530.6243
UNIVERSITY OF SOUTH CAROLINA

Attachment: Public Input on S Edisto Rezoning (6191 : ZMA-2020-0014: 901, 903, 911, and 919 S. Edisto Avenue)

Hammond, Erika

From: Brennan, Will J
Sent: Friday, September 11, 2020 10:27 AM
To: Hammond, Erika
Subject: Fw: [EXTERNAL] Rosewood Project

From: Christopher Yeakel <cyeakellts@gmail.com>
Sent: Saturday, September 5, 2020 10:31 AM
To: Brennan, Will J <Will.Brennan@columbiasc.gov>
Subject: [EXTERNAL] Rosewood Project

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Dear Will,

"Due to concerns of public safety as a Tenant /User of Jim Hamilton LB Owens Airport I am in strong opposition to the Proposed Residential Project known as ROSEWOOD".

As an aside Will, I have had a chance to meet you and I have worked with your mother, Stacey, in the profession of medicine for years. I miss seeing her at local meetings and at Shandon Pres. Please give her my best wishes and also from my wife Margaret, who knows her as well.

Thank you for your help with this important issue.

Chris

Christopher A. Yeakel, MD, FAAP, FASA
C: 803-312-2592
mailto:cyeakellts@gmail.com

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Attachment: Public Input on S Edisto Rezoning (6191 : ZMA-2020-0014: 901, 903, 911, and 919 S. Edisto Avenue)

Hammond, Erika

From: Brennan, Will J
Sent: Friday, September 11, 2020 10:26 AM
To: Hammond, Erika
Subject: Fw: [EXTERNAL] Opposition to Proposed Residential Project known as ROSEWOOD

From: David Sheridan <dsheridan9@gmail.com>
Sent: Saturday, September 5, 2020 11:15 AM
To: Brennan, Will J <Will.Brennan@columbiasc.gov>
Subject: [EXTERNAL] Opposition to Proposed Residential Project known as ROSEWOOD

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Dear Will,

Due to concerns of public safety as a Tenant /User of Jim Hamilton LB Owens Airport I am in strong opposition to the Proposed Residential Project known as ROSEWOOD.

To be specific:

1. The tract lies directly under the approach path to Runway 13 and the departure path for Runway 31. If any plane has an engine problem or maneuvering problem near the runway, then the plane is likely going to go down right into an apartment causing potentially multiple injuries or deaths.
2. For every plane that takes off of Runway 31, there is a likelihood that someone in those apartments will report a noise complaint. These complaints will not be limited to daylight hours! We currently have a noise ordinance in place that restricts our flights over the residential area north of the airport. That will be impossible to enforce at the ends of the runways.
3. If an accident were to happen and with enough noise complaints reaching City Council, there will be a lobbying effort to close the airport which would result in a net loss for the city through the traffic and visibility that an airport provides.
4. Several years ago, the airport gave up one runway for the city park and athletic facilities just north of Jim Hamilton Boulevard. If developers are given free rein to put in apartments that encroach on normal airport safe operations, then we will effectively lose the existing runway.

Please help us stop this project!

Thank you for your consideration,
David Sheridan
6303 Macon Rd
Pilot of N94DK
803-622-0841

Attachment: Public Input on S Edisto Rezoning (6191 : ZMA-2020-0014: 901, 903, 911, and 919 S. Edisto Avenue,)

Hammond, Erika

From: Brennan, Will J
Sent: Friday, September 11, 2020 10:26 AM
To: Hammond, Erika
Subject: Fw: [EXTERNAL] ROSEWOOD PROJECT

From: Jim Herpst <jimherpst@gmail.com>
Sent: Saturday, September 5, 2020 11:37 AM
To: Brennan, Will J <Will.Brennan@columbiasc.gov>
Subject: [EXTERNAL] ROSEWOOD PROJECT

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Dear Will

As The President Of EAA Chapter 242 and Palmetto Sport Aviation INC based at Jim Hamilton LB Owens Airport , an organization of over 150 members that has provided over 11,500 free introductory flights to youth of all diversity and backgrounds between the ages of 8 and 17 and as well has hosted countless "for the public airport open houses with rides in Vintage Aircraft " In addition as an airport user and tenant, I want to voice strict disapproval of this residential project known as "Rosewood .

It represent clear danger to any future resident of the development being close in on the flight path to and from the airport .

ALSO: The Airport serves as a gateway to the City. It provides vast sums of revenue to the city not only with stand alone funding but also the passengers it carries in and out.

This will only create yet another encroachment to the Airport and enveitable future noise complaints which threaten the Airport and the commerce it brings to the City. The Airport was in 1984 redesigned with a new runway SPECIFICALLY to eliminate having residences in the flight path.

Thank you for reading my concerns and representing your constituent citizens.

Best Regards,

Jim Herpst
President
EAA Chapter 242
Palmetto Sport Aviation INC

Attachment: Public Input on S Edisto Rezoning (6191 : ZMA-2020-0014: 901, 903, 911, and 919 S. Edisto Avenue,)

Hammond, Erika

From: Brennan, Will J
Sent: Friday, September 11, 2020 10:26 AM
To: Hammond, Erika
Subject: Fw: [EXTERNAL]

From: lucywalters51@gmail.com <lucywalters51@gmail.com>
Sent: Saturday, September 5, 2020 12:39 PM
To: Brennan, Will J <Will.Brennan@columbiasc.gov>
Subject: [EXTERNAL]

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Due to concerns of public safety as a Tenant /User of Jim Hamilton LB Owens Airport I am in strong opposition to the Proposed Residential Project known as ROSEWOOD

Lucy Walters

Attachment: Public Input on S Edisto Rezoning (6191 : ZMA-2020-0014: 901, 903, 911, and 919 S. Edisto Avenue,)

Hammond, Erika

From: Brennan, Will J
Sent: Friday, September 11, 2020 10:26 AM
To: Hammond, Erika
Subject: Fw: [EXTERNAL] Rezoning objection - 919S Edisto
Attachments: [EXTERNAL] Rezoning objection - 919S Edisto

From: Tim Mousseau <tim.mousseau@gmail.com>
Sent: Saturday, September 5, 2020 2:41 PM
To: Brennan, Will J <Will.Brennan@columbiasc.gov>
Cc: Joel McCreary <jm@msarch.net>; CHRIS EVERSMANN <EVERSMANN.CHRIS@richlandcountysc.gov>
Subject: [EXTERNAL] Rezoning objection - 919S Edisto

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

Attachment: Public Input on S Edisto Rezoning (6191 : ZMA-2020-0014: 901, 903, 911, and 919 S. Edisto Avenue,)

Hammond, Erika

From: Brennan, Will J
Sent: Friday, September 11, 2020 10:26 AM
To: Hammond, Erika
Subject: Fw: [EXTERNAL] Proposed Rosewood Residential Project

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From: lowvolts lowvolts <lowvolts@bellsouth.net>
Sent: Sunday, September 6, 2020 12:17 AM
To: Brennan, Will J <Will.Brennan@columbiasc.gov>
Subject: [EXTERNAL] Proposed Rosewood Residential Project

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Due to concerns of public safety as a Tenant /User of Jim Hamilton LB Owens Airport I am in strong opposition to the Proposed Residential Project known as ROSEWOOD

Daryl Nations

Attachment: Public Input on S Edisto Rezoning (6191 : ZMA-2020-0014: 901, 903, 911, and 919 S. Edisto Avenue,)

Hammond, Erika

From: Brennan, Will J
Sent: Friday, September 11, 2020 10:26 AM
To: Hammond, Erika
Subject: Fw: [EXTERNAL] ROSEWOOD PROJECT

From: Jim Hamilton <jimhamiltongafb56@aol.com>
Sent: Saturday, September 5, 2020 11:34 AM
To: Brennan, Will J <Will.Brennan@columbiasc.gov>
Subject: [EXTERNAL] ROSEWOOD PROJECT

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The Honorable Will Brennon:

The Jim Hamilton-LB Owens Airport (CUB) was completely redesigned in 1984 to minimize overflights of our airport residential neighbors. Therefore, in the interest of SAFETY and aircraft noise abatement, I am in strong opposition to the proposed residential project known as “ROSEWOOD". Thank you for your public service, Jim

Jim Hamilton

Attachment: Public Input on S Edisto Rezoning (6191 : ZMA-2020-0014: 901, 903, 911, and 919 S. Edisto Avenue,)

Hammond, Erika

From: Brennan, Will J
Sent: Friday, September 11, 2020 10:26 AM
To: Hammond, Erika
Subject: Fw: [EXTERNAL] Rosewood

From: kimyerrick@gmail.com <kimyerrick@gmail.com>
Sent: Sunday, September 6, 2020 7:38 AM
To: Brennan, Will J <Will.Brennan@columbiasc.gov>
Subject: [EXTERNAL] Rosewood

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Mr. Brennan,
Due to concerns of public safety as a Tenant /User of Jim Hamilton LB Owens Airport I am in strong opposition to the Proposed Residential Project known as ROSEWOOD.
Thank you,
Kimberly Yerrick

Sent from my iPhone

Attachment: Public Input on S Edisto Rezoning (6191 : ZMA-2020-0014: 901, 903, 911, and 919 S. Edisto Avenue,)

Hammond, Erika

From: Brennan, Will J
Sent: Friday, September 11, 2020 10:25 AM
To: Hammond, Erika
Subject: Fw: [EXTERNAL] Rosewood Development Project

From: Stoney Truett <stoneytruett54@gmail.com>
Sent: Sunday, September 6, 2020 9:08 AM
To: Brennan, Will J <Will.Brennan@columbiasc.gov>
Subject: [EXTERNAL] Rosewood Development Project

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" Due to concerns of public safety as a Tenant /User of Jim Hamilton LB Owens Airport I am in strong opposition to the Proposed Residential Project known as ROSEWOOD".

I am a professional pilot who operates out of the Hamilton/Owens airport and have done so for many years. There have been many attempts to further develop the surrounding real estate in the area of the airport. Any attempt to do this for residential purposes would potentially compromise the safe operations of the growing use of this vital source of growing commerce in the city and adjacent areas. We need the expansion of the runway to go forward instead of more residential housing. The growth of local businesses in the city depends upon the convenient and easy access that this airport provides. Please do not allow this proposed project to endanger this vital resource that has been part of our city for many decades.

Thomas Truett
803-603-1140

Attachment: Public Input on S Edisto Rezoning (6191 : ZMA-2020-0014: 901, 903, 911, and 919 S. Edisto Avenue,)

Hammond, Erika

From: Brennan, Will J
Sent: Friday, September 11, 2020 10:25 AM
To: Hammond, Erika
Subject: Fw: [EXTERNAL] Zoning Issue

From: Ken Harrill <ken.harrill@outlook.com>
Sent: Sunday, September 6, 2020 1:33 PM
To: Rickenmann, Daniel J <djrickenmann@columbiasc.gov>
Cc: Brennan, Will J <Will.Brennan@columbiasc.gov>
Subject: [EXTERNAL] Zoning Issue

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Dear Mr. Rickenmann,

Recently the City of Columbia Planning Commission recommended changing the zoning of a large tract of property on South Edisto from light commercial to residential use. This PROPERTY IS UNDER FLIGHT PATH TO RUNWAY 13 AT HAMILTON-OWENS AIRPORT.

This is a HUGH MISTAKE! Residential property and airports do not mix. This fact has been proven time and again across the country. More residential property in this area will certainly lead to complaints and conflicts in the future. We should head off the problem now. I am in strong opposition to the Proposed Residential Project known as “ROSEWOOD”.

Hamilton-Owens Airport is a real asset to the Columbia area. Please help preserve this asset by opposing the zoning change.

Thank you for your consideration.

Ken Harrill
803-238-2199

Attachment: Public Input on S Edisto Rezoning (6191 : ZMA-2020-0014: 901, 903, 911, and 919 S. Edisto Avenue,)

Hammond, Erika

From: Brennan, Will J
Sent: Friday, September 11, 2020 10:24 AM
To: Hammond, Erika
Subject: Fw: [EXTERNAL] Residential Project "Rosewood"

From: Ron and Margaret Claypool <ronandmargaret@hotmail.com>
Sent: Sunday, September 6, 2020 4:32 PM
To: Brennan, Will J <Will.Brennan@columbiasc.gov>
Subject: [EXTERNAL] Residential Project "Rosewood"

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As a long time user of the Hamilton Owens airfield I am extremely concerned over the public safety issues associated with the proposed residential project known as "Rosewood". I am strongly opposed to the project and any similar projects that might be proposed in the future.

Ron Claypool

Sent from my iPhone

Attachment: Public Input on S Edisto Rezoning (6191 : ZMA-2020-0014: 901, 903, 911, and 919 S. Edisto Avenue,)

Hammond, Erika

From: Brennan, Will J
Sent: Friday, September 11, 2020 10:25 AM
To: Hammond, Erika
Subject: Fw: [EXTERNAL] OPPOSED to Zoning Change to allow "THE ROSEWOOD" development

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From: Melinda Harrill <mhharrill@gmail.com>
Sent: Sunday, September 6, 2020 1:51 PM
To: Rickenmann, Daniel J <djrickenmann@columbiasc.gov>
Cc: Brennan, Will J <Will.Brennan@columbiasc.gov>
Subject: [EXTERNAL] OPPOSED to Zoning Change to allow "THE ROSEWOOD" development

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Mr. Rickenmann,

As a resident of your district and a hangar tenant and user of the Hamilton-Owens Airport, I am asking you to oppose the zoning change of a large tract of property on S. Edisto from light commercial to residential use. The proposal is to allow a multi-family development ("THE ROSEWOOD") by a firm from Atlanta, GA (Stratus) that specializes in multi-family and student housing developments. This property sits adjacent to the railroad switching yard and under the flight path of the Hamilton-Owens Airport. This certainly is not the location for anyone to live! There is noise from both the rail yard and the airport, and the proximity to the airport makes this a safety issue as well. Issues of safety and noise have been an ongoing problem for the airport and this would only exacerbate this. I hope you will agree that this zoning change should be denied, and you will encourage the other members of the Council to join with you.

Thank you for your thoughtful consideration.

Melinda H. Harrill
mhharrill@gmail.com

Attachment: Public Input on S Edisto Rezoning (6191 : ZMA-2020-0014: 901, 903, 911, and 919 S. Edisto Avenue,)

Hammond, Erika

From: Brennan, Will J
Sent: Friday, September 11, 2020 10:24 AM
To: Hammond, Erika
Subject: Fw: [EXTERNAL] Fwd: Safety Concern for Rosewood Project KCUB

From: Jay B <jbyers3984@gmail.com>
Sent: Sunday, September 6, 2020 4:51 PM
To: Brennan, Will J <Will.Brennan@columbiasc.gov>
Subject: [EXTERNAL] Fwd: Safety Concern for Rosewood Project KCUB

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Due to concerns of public safety as a Tenant /User of Jim Hamilton LB Owens Airport I am in strong opposition to the Proposed Residential Project known as ROSEWOOD".

John Byers
KCUB Hangar 74

Attachment: Public Input on S Edisto Rezoning (6191 : ZMA-2020-0014: 901, 903, 911, and 919 S. Edisto Avenue,)

Hammond, Erika

From: Brennan, Will J
Sent: Friday, September 11, 2020 10:20 AM
To: Hammond, Erika
Subject: Fw: [EXTERNAL] Rosewood Development

From: Alice Ann Reu <aliceannreu@gmail.com>
Sent: Sunday, September 6, 2020 4:52 PM
To: Brennan, Will J <Will.Brennan@columbiasc.gov>
Subject: [EXTERNAL] Rosewood Development

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Due to concerns of public safety as a Tenant /User of Jim Hamilton LB Owens Airport I am in strong opposition to the Proposed Residential Project known as ROSEWOOD.

Hamilton / Owens airport is a wonderful addition to the community. Please don't compromise the safety of pilots and residents alike by approving this development.

Kind regards,
Alice Ann Reu
Pilot KCUB

Alice Ann Reu

Attachment: Public Input on S Edisto Rezoning (6191 : ZMA-2020-0014: 901, 903, 911, and 919 S. Edisto Avenue,)

Hammond, Erika

From: Brennan, Will J
Sent: Friday, September 11, 2020 10:20 AM
To: Hammond, Erika
Subject: Fw: [EXTERNAL] Housing project, Rosewood

From: Ron and Margaret Claypool <ronandmargaret@hotmail.com>
Sent: Sunday, September 6, 2020 5:32 PM
To: Brennan, Will J <Will.Brennan@columbiasc.gov>
Subject: [EXTERNAL] Housing project, Rosewood

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"Due to concerns of public safety as a Tenant /User of Jim Hamilton LB Owens Airport I am in strong opposition to the Proposed Residential Project known as ROSEWOOD". Housing at either end of an airport's runways is NEVER good.

Margaret Claypool

Sent from Mail for Windows 10

Attachment: Public Input on S Edisto Rezoning (6191 : ZMA-2020-0014: 901, 903, 911, and 919 S. Edisto Avenue,)

Hammond, Erika

From: Brennan, Will J
Sent: Friday, September 11, 2020 10:20 AM
To: Hammond, Erika
Subject: Fw: [EXTERNAL] Proposed Residential Project Known as "Rosewood"

From: Ron and Margaret Claypool <ronandmargaret@hotmail.com>
Sent: Sunday, September 6, 2020 6:04 PM
To: Brennan, Will J <Will.Brennan@columbiasc.gov>
Subject: [EXTERNAL] Proposed Residential Project Known as "Rosewood"

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Sir
As a long time user of the Hamilton Owens Airfield I am very concerned about the public safety issues surrounding the proposed residential project known as “Rosewood”. I am in strong opposition to this project and feel it would be a huge mistake to go forward with it.

Ron Claypool

Sent from Mail for Windows 10

Attachment: Public Input on S Edisto Rezoning (6191 : ZMA-2020-0014: 901, 903, 911, and 919 S. Edisto Avenue,)

Hammond, Erika

From: Brennan, Will J
Sent: Friday, September 11, 2020 10:20 AM
To: Hammond, Erika
Subject: Fw: [EXTERNAL] Rosewood Project

From: Tony Mattioli <tmattioli@sc.rr.com>
Sent: Sunday, September 6, 2020 9:35 PM
To: Brennan, Will J <Will.Brennan@columbiasc.gov>
Subject: [EXTERNAL] Rosewood Project

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Dear Mr. Brennan,
Due to concerns of public safety as a tenant and user of Jim Hamilton LB Owens Airport, I am in strong opposition to the proposed residential project known as “Rosewood”. Thank you for your help with this matter.
Best,
Tony Mattioli
(803) 929-1094
3806 Kilbourne Hill Road
Columbia, SC 29205

Sent from my iPad

Attachment: Public Input on S Edisto Rezoning (6191 : ZMA-2020-0014: 901, 903, 911, and 919 S. Edisto Avenue,)

Hammond, Erika

From: Brennan, Will J
Sent: Friday, September 11, 2020 10:19 AM
To: Hammond, Erika
Subject: Fw: [EXTERNAL] Richland County Airport Commission - City Land Use Position Near KCUB
Attachments: RCAC Land Use_Councilman Brennan_06September2020.pdf; SCAC Finding Letter_06-12-20 012659.pdf

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From: jerome squire <jsquire99@yahoo.com>
Sent: Sunday, September 6, 2020 11:01 PM
To: Brennan, Will J <Will.Brennan@columbiasc.gov>
Subject: [EXTERNAL] Richland County Airport Commission - City Land Use Position Near KCUB

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Dear Councilman Brennan,

Please find a letter regarding the City Land Position near KCU attached for your review.

Kind regards,

Jerome Squire
Commissioner
Richland County Airport Commission

Attachment: Public Input on S Edisto Rezoning (6191 : ZMA-2020-0014: 901, 903, 911, and 919 S. Edisto Avenue,)

Hammond, Erika

From: Brennan, Will J
Sent: Friday, September 11, 2020 10:19 AM
To: Hammond, Erika
Subject: Fw: [EXTERNAL] Rezoning

From: HICKEY, PATRICK <PATRICK.HICKEY@sc.edu>
Sent: Monday, September 7, 2020 6:59 PM
To: Brennan, Will J <Will.Brennan@columbiasc.gov>
Cc: HICKEY, PATRICK <PATRICK.HICKEY@sc.edu>
Subject: [EXTERNAL] Rezoning

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Hey Mr. Brennan:

Good evening and Happy Labor Day!

I am an active member of our local EAA and enjoy the camaraderie of being a general aviation pilot, the ability to fly in/out of Hamilton Owens Airport with ease, and the opportunity to give back to our local community through our Young Eagles Program and so many other ventures that have connected us with not only the surrounding community, but also the City of Columbia. As you might know, Hamilton Owens Airport has become a hub for general as well as corporate air traffic with our volume continuing to increase … a great economic boom for the City of Columbia.

I am a private pilot working towards my instrument certification in order to make myself a safer pilot, and throughout my training the consistent theme has been to develop aeronautical knowledge, risk management, and flight proficiency. I know risk management very well as I was previously a Risk Manager for Palmetto Health Richland and previously was the President of the SC Association of Hospital Risk Managers. Risk management is the identification, evaluation, and prioritization of risks followed by coordinated and economical application of resources to minimize, monitor, and control the probability or impact of unfortunate events or to maximize the realization of opportunities. I share this definition of risk management as each and every time a pilot departs Hamilton Owens, and every other airport, they are constantly on alert on takeoff, always prepared for the worst case scenario … an engine failure. Pilots have 3 options if this occurs … if there is enough runway left they can land, and if not, dependent on altitude, they can try the "impossible 180 degree turn", or they can look for an immediate landing site which is usually in the vicinity just past the end of the runway. The latter two choices usually means that the pilot lands in the vicinity of the airport, has little control of choice of that landing site, and could involve innocent people on the ground near the airport in the ensuing crash. During all of my takeoffs I am prepared for an engine failure, knowing that that failure could cause irreversible damage to plane, self, and potentially others!

It was recently brought to my attention that the City of Columbia Planning Commission has recommended the rezoning of a tract of land which is now commercial, to that of residential, and that this tract of land is directly

Attachment: Public Input on S Edisto Rezoning (6191 : ZMA-2020-0014: 901, 903, 911, and 919 S. Edisto Avenue,)

under the approach path of Runway 13 at Hamilton Owens. I am concerned from the risk management perspective that this proposed residential project (Rosewood) could set this community up for "the probability or impact of an unfortunate event" should a plane have engine trouble. I am relatively new to the Hamilton Owens airport so am unsure of accidents in this vicinity, but as a veteran pilot for over 40 years I know all too well the potential for "unfortunate events" in planes on departure/landing!

I am happy to share any information that you need in order for you to have a better perspective specific to why this rezoning may not have taken into account the "identification, evaluation, and prioritization of risks" that could occur in such close proximity to an airport runway.

Take care,

Patrick :>)

Patrick Hickey RN,BSN,MS,MSN,Dr. P.H.,CNOR
Distinguished Clinical Professor Emeritus
University of South Carolina
Columbia, SC
Phone: 803-608-3836
Email: Patrick.Hickey@sc.edu

Attachment: Public Input on S Edisto Rezoning (6191 : ZMA-2020-0014: 901, 903, 911, and 919 S. Edisto Avenue,)

Hammond, Erika

From: Brennan, Will J
Sent: Friday, September 11, 2020 10:19 AM
To: Hammond, Erika
Subject: Fw: [EXTERNAL] Re zone

From: Scott McElroy <pipern9175d@yahoo.com>
Sent: Tuesday, September 8, 2020 8:38 AM
To: Brennan, Will J <Will.Brennan@columbiasc.gov>
Subject: [EXTERNAL] Re zone

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Please do not allow the development of the approach end of Hamilton Owens Field.

Scott McElroy
Sent from my iPhone

Attachment: Public Input on S Edisto Rezoning (6191 : ZMA-2020-0014: 901, 903, 911, and 919 S. Edisto Avenue,)

Hammond, Erika

From: Brennan, Will J
Sent: Friday, September 11, 2020 10:19 AM
To: Hammond, Erika
Subject: Fw: [EXTERNAL] Hello!

From: Austin Meyer <austin@x-plane.com>
Sent: Tuesday, September 8, 2020 9:09 AM
To: Brennan, Will J <Will.Brennan@columbiasc.gov>
Subject: [EXTERNAL] Hello!

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Hello!

I just heard that someone is considering re-zoning an areas as residential that is located… directly under the approach to the RUNWAY at Owens!

That would be crazy: There should not be homes directly under low-flying aircraft.

There is SOME safety issue here, but I can see the future (by looking at history) and lay out the time-line for the future, which will be as follows:

1945 : Build Owens field
1945-2020 : Use Owens Field
2020 : Put a bunch of residential houses right under the approach end of the runway
2021 : The complaints from the home-owners start: Why should we have to listen to aircraft noise? The exact noise we literally moved directly into, of our own free will?

We've seen this in aviation many times.

austin

See my latest work at
http://austinmeyer.com

Attachment: Public Input on S Edisto Rezoning (6191 : ZMA-2020-0014: 901, 903, 911, and 919 S. Edisto Avenue,)

Hammond, Erika

From: Brennan, Will J
Sent: Friday, September 11, 2020 10:19 AM
To: Hammond, Erika
Subject: Fw: [EXTERNAL] Rosewood Project Approval - Opposition

---

From: Carl Byars <cbyars@cfevans.com>
Sent: Tuesday, September 8, 2020 10:33 AM
To: Brennan, Will J <Will.Brennan@columbiasc.gov>
Cc: George Fogle - Capitol Aircraft <gcflock1@outlook.com>; Peggy Roberson <cublady83@gmail.com>; CHRIS EVERSMANN <EVERSMANN.CHRIS@richlandcountysc.gov>; Carl Byars <cbyars@cfevans.com>
Subject: [EXTERNAL] Rosewood Project Approval - Opposition

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

Dear Will Brennan – Columbia City Council
This email serves to voice an opinion against approval of the MultiFamily Project known as "Rosewood Apartments" which will be located in the approach path of Runway 13 Columbia Downtown.
As a professional MultiFamily Builder, I understand and typically support Urban Infill projects for multifamily use, unless the project is not complimentary to the market landscape and/or not a fit with the existing subdivision as a whole. I am also a pilot who hangers our plane and flys out off Columbia Downtown, and operate with full respect to the noise ordinances already in place to work with respect to the existing residential community. I take great pride in both the awareness of and the commitment to noise reduction effort by the pilot community at Owens Field to pay attention to the noise sensitive area and operate their aircraft accordingly. Chris Eversmann and The Airport Commission does an excellent job identifying the noise sensitive areas and publishing the CUB Airport specific notices accordingly to the flying community.

While it may be a natural occurrence to infill urban sites near airports, common sense and reasonable thinking should prevail that the airport is existing, adding additional residential units on the path of low flying aircraft take offs and landings only serves to invite future complaints about an existing low flying aircraft flyway. It seems vaguely similar to those building adjacent to existing railroad tracks, or the Interstate, then complaining about train and traffic noises.

We strongly encourage you to Vote No on Rosewood Multifamily Development on September 15, 2020.

Carl Byars
Hanger 77
Columbia Downtown Airport

Attachment: Public Input on S Edisto Rezoning (6191 : ZMA-2020-0014: 901, 903, 911, and 919 S. Edisto Avenue,)

Hammond, Erika

From: Brennan, Will J
Sent: Friday, September 11, 2020 10:18 AM
To: Hammond, Erika
Subject: Fw: [EXTERNAL] Rosewood project

From: Brad Blackburn <bablackburn@sc.rr.com>
Sent: Tuesday, September 8, 2020 11:29 AM
To: Brennan, Will J <Will.Brennan@columbiasc.gov>
Subject: [EXTERNAL] Rosewood project

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Due to concerns of public safety as a tenant and user of Jim Hamilton LB Owens Airport, I am in strong opposition to the proposed residential project known as Rosewood.

Brad Blackburn

Attachment: Public Input on S Edisto Rezoning (6191 : ZMA-2020-0014: 901, 903, 911, and 919 S. Edisto Avenue,)

Hammond, Erika

From: Brennan, Will J
Sent: Friday, September 11, 2020 10:16 AM
To: Hammond, Erika
Subject: Fw: [EXTERNAL] ZONING

From: nmccarty@sc.rr.com <nmccarty@sc.rr.com>
Sent: Tuesday, September 8, 2020 4:04 PM
To: Brennan, Will J <Will.Brennan@columbiasc.gov>
Cc: Jim Herpst <jimherpst@gmail.com>
Subject: [EXTERNAL] ZONING

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Mr. Brennan,

Due to concerns of public safety and as a Tenant /User of Jim Hamilton LB Owens Airport, I am in strong opposition to the Proposed Residential Project known as ROSEWOOD".

Respectfully,

Neal McCarty
N5045P

Attachment: Public Input on S Edisto Rezoning (6191 : ZMA-2020-0014: 901, 903, 911, and 919 S. Edisto Avenue,)

Hammond, Erika

From: Brennan, Will J
Sent: Friday, September 11, 2020 10:11 AM
To: Hammond, Erika
Subject: Fw: [EXTERNAL] Rezoning

From: Al Paglia <alpaglia1@gmail.com>
Sent: Wednesday, September 9, 2020 7:41 AM
To: Brennan, Will J <Will.Brennan@columbiasc.gov>
Subject: [EXTERNAL] Rezoning

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Mr. Brennan, I own an airplane and keep it at Owens Field. I do not know the specifics of the rezoning and its implications, but obviously, as I suspect, if it jeopardizes airport operations, I would be firmly against it. You know more fully than I the importance of the airport to the overall community. Thanks for your support.

Al Paglia

Hammond, Erika

From: Brennan, Will J
Sent: Friday, September 11, 2020 10:11 AM
To: Hammond, Erika
Subject: Fw: [EXTERNAL] Hamilton Owens Airport/Rosewood Project

---

From: Jason Dukes <jasonbdukes@gmail.com>
Sent: Wednesday, September 9, 2020 8:34 AM
To: Brennan, Will J <Will.Brennan@columbiasc.gov>
Subject: [EXTERNAL] Hamilton Owens Airport/Rosewood Project

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Mr. Brennan,

My name is Jason Dukes and I am a tenant of the Hamilton Owens Airport(KCUB) located just outside of downtown Columbia. I am writing to you today to inform you that I am opposed to the proposed residential project known as the Rosewood Project. I am opposed for a number of reasons, with the main reason being safety. While general aviation is inherently safe, placing a residential project a short distance off the end of the runway is a safety issue as it places many more people in the flight path of an aircraft during its most critical phases of flight, takeoff and landing and gives pilots less options should something go wrong. I am also opposed as having a residential area in close proximity to an airport is just not a good fit. From my past experience working as an airport operations supervisor at a medium sized airport, I know that the more people you have living close to an airport, the more complaints you will get regarding noise and other issues and people just don't understand or care, even when the airport was there decades before they were. I am asking you and your cohorts to oppose this project as it is simply not a good fit to place a residential area so close to a working airport.
Thank you for your time, and feel free to contact me should you have any questions.

Jason Dukes
jasonbdukes@gmail.com
803-331-1064(Cell)

Attachment: Public Input on S Edisto Rezoning (6191 : ZMA-2020-0014: 901, 903, 911, and 919 S. Edisto Avenue,)

Hammond, Erika

From: Brennan, Will J
Sent: Friday, September 11, 2020 10:11 AM
To: Hammond, Erika
Subject: Fw: [EXTERNAL] Rosewood Residential Project, Serious Concerns

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From: William Porcher DuBose III <mail@wpdubose.com>
Sent: Wednesday, September 9, 2020 2:57 PM
To: Brennan, Will J <Will.Brennan@columbiasc.gov>
Subject: [EXTERNAL] Rosewood Residential Project, Serious Concerns

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

9 September 2020

Dear Councilman Brennan,

Please allow me to register with you my deep concern and opposition to the proposed residential project known as "Rosewood." That part of town has been and should remain industrial. I believe it would be a serious error in judgement and extremely poor planning on the part of the City to change the zoning for that area from commercial to residential use. Although there are many reasons to oppose this plan, I present here three reasons which I regard as pressing:

The existence of nearby and deeply established industries (e.g., the CSX and Norfolk-Southern Railroads yards, SEACO, Colprovia Asphalts, trucking companies, moving & storage warehouses, etc.) have precedence and priority. Attempts to mix residential development beside or amidst that industry is not only unwise, it seems cynical as though environmental hazards posed to citizens who would might come to live there "don't matter." In that area, both sides of the tracks are the "wrong side of the tracks."

Second, the land has real and potential hazards. Over the years, the EPA and DHEC have already sited homes nearby in the existing neighborhoods as requiring remediation for soil and water pollution due to waste runoff and mismanagement from the existing and prior industrial operations (e.g., the "nuclear laundry" and asphalt emulsion plants). It seems likely that there will be further and future issues with the land in question for rezoning.

The land is and will remain unsuitable for residential use for other reasons. Railroad yards (the adjacent one belonging to Norfolk-Southern) are very noisy, with frequent, explosive concussions of car couplings crashing together as trains are assembled. There is also the issue of this area of land being immediately below the arrival and departure corridor for the Hamilton-Owens Columbia Downtown Airport. There are always issues of risk and perceived safety of course, but the more immediate and present nuisance is that of noise. Most people do not know they "hate airplane noise" until they live under it. As a professional commercial pilot, flight instructor, and hangar tenant who has flown in and out of that airport for nearly thirty years, I am confident in saying it is a terrible and entirely avoidable mistake to build neighborhoods immediately under the arrival and departure path of aircraft operations.

Attachment: Public Input on S Edisto Rezoning (6191 : ZMA-2020-0014: 901, 903, 911, and 919 S. Edisto Avenue,)

In short, I have been closely involved with this area of town since the 1970s. Please hear us, the voice of many, who believe that rezoning the land in question as “residential” would be a serious mistake—one that would cast derision upon today’s city council and planners for generations to come.

With best wishes and gratitude for your service to our community, I remain,

Very truly yours.

&
William P. DuBose III (Billy)
733 Sweetbriar Rd. (and 3510 Monroe St.)
Columbia, SC 29205
(803)256-3544

Attachment: Public Input on S Edisto Rezoning (6191 : ZMA-2020-0014: 901, 903, 911, and 919 S. Edisto Avenue,)

Hammond, Erika

From: Brennan, Will J
Sent: Friday, September 11, 2020 10:10 AM
To: Hammond, Erika
Subject: Fw: [EXTERNAL] CUB Airport & Proposed Residential Area

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From: Anthony Gentile <aegentile2@gmail.com>
Sent: Wednesday, September 9, 2020 10:16 AM
To: Brennan, Will J <Will.Brennan@columbiasc.gov>
Subject: [EXTERNAL] CUB Airport & Proposed Residential Area

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

Mr. Brennan,

My name is Anthony Gentile, and I am a tenant of the Hamilton Owens Airport(KCUB) located just outside of downtown Columbia.

I am writing to you today to inform you that I am opposed to the proposed residential project known as the Rosewood Project. I am opposed for a number of reasons, with the main reason being safety. While general aviation is inherently safe, placing a residential project a short distance off the end of the runway is a safety issue as it places many more people in the flight path of an aircraft during its most critical phases of flight, takeoff and landing, and gives pilots less options should something go wrong. I am also opposed as having a residential area in close proximity to an airport is just not a good fit. I know that the more people you have living close to an airport, the more complaints you will get regarding noise and other issues and people just don't understand or care, even when the airport was there decades before they were.

I am asking you and your cohorts to oppose this project as it is simply not a good fit to place a residential area so close to a working airport.

Thank you for your time, and feel free to contact me should you have any questions

--
Anthony Gentile
205-482-0305

Attachment: Public Input on S Edisto Rezoning (6191 : ZMA-2020-0014: 901, 903, 911, and 919 S. Edisto Avenue,)

Hammond, Erika

From: Brennan, Will J
Sent: Friday, September 11, 2020 10:10 AM
To: Hammond, Erika
Subject: Fw: [EXTERNAL] FW: Rezoning issue

From: Cantzon Foster <cantzon@fostersc.com>
Sent: Wednesday, September 9, 2020 11:06 AM
To: Brennan, Will J <Will.Brennan@columbiasc.gov>
Cc: Scott Linaberry <stlinaberr@aol.com>
Subject: [EXTERNAL] FW: Rezoning issue

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Hey Will. Hope all is well. I'm not sure what your position on the rezoning of the South Edisto property is but I think it would be bad idea to have a residential area in the flight path of planes landing on runway 13 or departing runway 31. Just wanted to voice my concern for this proposal.
Kindest regards,
Cantzon

****Please note our email addresses have changed. Please use RE@FosterSC.com for all real estate e-mails and Cantzon@FosterSC.com for all non-real estate related e-mails.****

C. Cantzon Foster, II
Foster Law Office, LLC
3100 Devine Street
Columbia, SC 29205
(803) 400-1921
(803) 400-1951 Facsimile
www.FosterSC.com
RE@FosterSC.com (all real estate e-mails)
Cantzon@FosterSC.com (all non-real estate e-mails)

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Attachment: Public Input on S Edisto Rezoning (6191 : ZMA-2020-0014: 901, 903, 911, and 919 S. Edisto Avenue,)

From: Peggy Roberson <cublady83@gmail.com>
Sent: Tuesday, September 08, 2020 7:46 AM
Subject: Rezoning issue

Good morning.
In the July 13th City of Columbia Planning Commission Meeting, a **rezoning request for a South Edisto property (beneath the Approach Surface for Runway 13)** was recommended to be changed from a light industrial use to a residential use despite Staff recommendations to deny the requested change.

This project (residential development) and the associated rezoning request was presented to the Airport Commission by the developer for endorsement, but instead received **unanimous opposition.** The **proposed development is named "Rosewood" and is a multi-family residential development project.**

That opposition to the rezoning and the project was conveyed to the City Planning Director and the City Zoning Administrator.

The rezoning request will be ultimately decided by the Columbia City Council in their meeting on September 15th. If you are interested in expressing your thoughts regarding this rezoning request and the project, the City Councilman in whose district the Airport and this proposed development falls is Will Brennan (Will.Brennan@columbiasc.gov.)

Thank you for your support of our airport.

--
Peggy Roberson
Line Services Manager
Eagle Aviation Inc.
Hamilton-Owens Airport (KCUB)
1400 Jim Hamilton Blvd.
Columbia, SC 29205
(803) 771-7915
proberson@eagle-aviation.com

Attachment: Public Input on S Edisto Rezoning (6191 : ZMA-2020-0014: 901, 903, 911, and 919 S. Edisto Avenue,)

Hammond, Erika

From: Brennan, Will J
Sent: Friday, September 11, 2020 10:10 AM
To: Hammond, Erika
Subject: Fw: [EXTERNAL] Re: Rosewood Residential Project

From: Brennan, Will J <Will.Brennan@columbiasc.gov>
Sent: Friday, September 11, 2020 10:09 AM
To: Hammond, Erika <Erika.Hammond@columbiasc.gov>
Subject: Fw: [EXTERNAL] Re: Rosewood Residential Project

From: Ted Howard <weh.ted@gmail.com>
Sent: Wednesday, September 9, 2020 11:59 AM
To: Brennan, Will J <Will.Brennan@columbiasc.gov>
Subject: [EXTERNAL] Re: Rosewood Residential Project

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Mr. Brennan,

I rent two hangars at CUB, and am opposed to any developments near the airport that might affect flight safety and public safety. I am in strong opposition to the Proposed Residential Project known as ROSEWOOD.

Sincerely,

Wallace E. Howard, III

Attachment: Public Input on S Edisto Rezoning (6191 : ZMA-2020-0014: 901, 903, 911, and 919 S. Edisto Avenue,)

Hammond, Erika

From: Brennan, Will J
Sent: Friday, September 11, 2020 10:10 AM
To: Hammond, Erika
Subject: Fw: [EXTERNAL] Re: Rosewood Residential Project

From: Ted Howard <weh.ted@gmail.com>
Sent: Wednesday, September 9, 2020 11:59 AM
To: Brennan, Will J <Will.Brennan@columbiasc.gov>
Subject: [EXTERNAL] Re: Rosewood Residential Project

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

Mr. Brennan,

I rent two hangars at CUB, and am opposed to any developments near the airport that might affect flight safety and public safety. I am in strong opposition to the Proposed Residential Project known as ROSEWOOD.

Sincerely,

Wallace E. Howard, III

Attachment: Public Input on S Edisto Rezoning (6191 : ZMA-2020-0014: 901, 903, 911, and 919 S. Edisto Avenue,)

Hammond, Erika

From: Brennan, Will J
Sent: Friday, September 11, 2020 10:09 AM
To: Hammond, Erika
Subject: Fw: [EXTERNAL] THE Rosewood

From: Whitney Denton <whitney.denton2017@gmail.com>
Sent: Wednesday, September 9, 2020 9:19 PM
To: Brennan, Will J <Will.Brennan@columbiasc.gov>
Subject: [EXTERNAL] THE Rosewood

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Hi,

I wanted to reach out in response to the proposed development of THE Rosewood.

Rosewood has seen an increase of rent rates that often make it less affordable than prior years. This affordability is what gives our neighborhood such diverse characteristics. These units would only further drive rent rates too high.

Our neighborhood growing in a manner of which reflects our character is key.
90 townhouses is not our neighborhood. Our current infrastructure can barely support the make up of mostly single family dwellings. A detention pond is not a solution to lack of infrastructure.

Nor can that area handle the potential traffic from 90 units.

I am asking planning and zoning to decline this project AND any others similar to these in the Rosewood communities now and in the future.

Thank you in advance

Whitney Denton

--
Whitney E. Denton
Dominion Sovereign Financial Services

Attachment: Public Input on S Edisto Rezoning (6191 : ZMA-2020-0014: 901, 903, 911, and 919 S. Edisto Avenue,)

Hammond, Erika

From: Brennan, Will J
Sent: Friday, September 11, 2020 12:57 PM
To: Hammond, Erika
Subject: FW: South Edisto

Good afternoon Mayor and Council members,

The SC Aeronautics Commission as well as the FAA have some pretty extensive regulations regarding the land use entering and departing an airport (Apron/Threshold.) The City Council, Zoning and Planning Departments should meet with representatives from the FAA, SC aeronautics Commission and Jim Hamilton for some solid information. When it comes to residential, the Density of houses and thus density of people is most important. There are multiple reason for this and the most obvious is to avoid unnecessary death to people on the ground if a plane would crash (note: the vast majority of General Aviation crashes occur on Approach or Departure) meaning ON that property. The other issue is residents of the area interfering with flights, lights, drones, fireworks, bb guns, guns etc. Even though residents move in knowing there is an airport close by it doesn't take long for them to get annoyed by airplanes. This can and often does begin movements for G.A. airports to be shut down as is what happened multiple times to Owens Field, once after the major development of the Rosewood neighborhood which led to BOTH runways being closed and the existing single runway being built parallel to the rail yard and again in the 80's when Jim Hamilton saved the airport from another mass movement by the neighborhood.

Exceptions are made when Density is lowered to single family on a one acre lot size. I would strongly encourage the City of Columbia and the other Institutions handling and providing input on this rezoning request to abide by their rules in this instance. I am absolutely in favor of development and love that area of Columbia and would thoroughly support a sparsely populated single family, large lot development in that area.

Kindly,

Scott Linaberry
pilot and developer

Attachment: Public Input on S Edisto Rezoning (6191 : ZMA-2020-0014: 901, 903, 911, and 919 S. Edisto Avenue,)

Hammond, Erika

From: Brennan, Will J
Sent: Monday, September 14, 2020 5:38 PM
To: Hammond, Erika
Subject: Fw: [EXTERNAL] Fwd: Property Development

From: Jeff Koon <jeffkoon@stratuspropertygroup.com>
Sent: Monday, September 14, 2020 5:35 PM
To: Brennan, Will J <Will.Brennan@columbiasc.gov>
Subject: [EXTERNAL] Fwd: Property Development

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Will,

Please see below - we have the full support of Holy Nation Church for "The Rosewood" development. Most of their members are long-time residents of the Edisto Court neighborhood and the project shares a long border directly with them.

Thanks again!

Jeff Koon
President
jeff@stratuspg.com
STRATUS PROPERTY GROUP
404-618-0726 | www.stratuspg.com
675 Seminole Ave NE, Suite B1
Atlanta, GA 30307

---------- Forwarded message ---------
From: **Russell Moore** <rev.russell.moore@gmail.com>
Date: Mon, Sep 14, 2020 at 5:03 PM
Subject: Property Development
To: Jeff Koon <jeffkoon@stratuspropertygroup.com>

To whom it may concern

I am writing this letter to support the development of the property under consideration by Mr. Jeff Koon and Stratus property Development.

Attachment: Public Input on S Edisto Rezoning_2 (6191 : ZMA-2020-0014: 901, 903, 911, and 919 S. Edisto Avenue,)

I have met with Mr. Koon; he shared the vision of his company with me, and I have related that vision to our congregation at 1922 Mitchell St, Columbia SC. Holy Nation Church would love to see our community change from industrial to residential. We believe the change would bring new life to our community.
Jeff seems to be a man of honesty and integrity; I believe he will help us bring positive energy to Edisto Court; I trust the vision he laid out before me as a step in the right direction to return a family atmosphere and a safe environment. Please give him the blessings of Pastor Russell Moore and the Holy Nation Church Family. Please feel free to contact me if you have any Questions or concerns.

Rev. T. Russell Moore
Pastor, Holy Nation Church
1922 Mitchell St. Cola, SC.
803 360 1463.
Thank you.
--
Sent from Gmail Mobile

Attachment: Public Input on S Edisto Rezoning_2 (6191 : ZMA-2020-0014: 901, 903, 911, and 919 S. Edisto Avenue,)

Hammond, Erika

From: Brennan, Will J
Sent: Sunday, September 13, 2020 11:37 AM
To: Hammond, Erika
Subject: Fw: [EXTERNAL] Oppose rezoning request at Hamilton Owens Airport

---

From: Margaret Yeakel <myeakel@sc.rr.com>
Sent: Sunday, September 13, 2020 10:07 AM
To: Brennan, Will J <Will.Brennan@columbiasc.gov>
Subject: [EXTERNAL] Oppose rezoning request at Hamilton Owens Airport

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Mr. Brennan,

Please do not approve the rezoning request for the "Rosewood" residential development which would be located near the approach surface for Runway 13 at Hamilton Owens Airport.

Thank you for your consideration.

Margaret Yeakel

Attachment: Public Input on S Edisto Rezoning_2 (6191 : ZMA-2020-0014: 901, 903, 911, and 919 S. Edisto Avenue,)

Hammond, Erika

From: Brennan, Will J
Sent: Sunday, September 13, 2020 11:38 AM
To: Hammond, Erika
Subject: Fw: [EXTERNAL] Proposed Rosewood rezoning

From: David Allen <dallenjr@sc.rr.com>
Sent: Saturday, September 12, 2020 11:59 PM
To: Brennan, Will J <Will.Brennan@columbiasc.gov>
Subject: [EXTERNAL] Proposed Rosewood rezoning

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

Dear Councilman Brennan:

I'm writing to express my concern over the proposed rezoning of the property adjacent to the Andrews rail yard and south of Owens Field. I followed the discussion on the Rosewood neighborhood Facebook page with interest and feel I must offer my views on the matter to you directly, rather than triggering a Facebook debate.

I have been a resident of Rosewood for over 37 years. I live on South Edisto Avenue and have watched the neighborhood change of the past 3 1/2 decades. Most of the changes been good, but there have been exceptions. Also, let me be clear that I'm not opposed, as a rule, to development. I spent a significant portion of my career in the residential home business, so I understand development from both sides of the coin. But be clear, developers engage in projects to make money. They do not do it because they love us. Anything other than maximizing profits is marketing propaganda. Again, there is nothing particularly evil about this, but we must be thoughtful and consider all aspects of a project. While you've indicated that there is no specific plan before Council as to what will go in, if history repeats itself, the property will be developed for maximum number of student apartments.. That is what the market is. It will not be a nouveau Wales Gardens

A key concern I have, as well as most of my neighbors, is the Impact it will have on our city services and traffic flow. Streets in the neighborhood are already pressed to the max to handle existing traffic. It took over 10 years to get traffic coming measures put in place, and additional development will serve to only exacerbate already bad situation. Any statements by development saying otherwise are nothing but a sales pitch.

Additionally, I am a pilot who keeps an aircraft at Owens Field and regularly flies out of it. As I understand it, the Airport Commission has voted to oppose the change. Like me, they feel It is a world class bad idea to allow development under the approach/departure lanes of an airport runway. One of the reasons Owens was reconfigured back In the early 80s was to keep traffic from flying over the neighborhood. At the time, there was a call to close the airport. The runways were reworked and the traffic pattern altered to direct the air traffic in a non-standard way over the industrial area. While I do not have the numbers, Hamilton-Owens is a significant economic driver for Richland County and the City of Columbia and generates tens of millions of dollars of income. While speculative, there should be no question in the mind of any reasonable individual that a host of complaints will be generated by a residential development under the traffic pattern - and God forbid there should be a crash and loss of life. Is the trade off of a potential residential development worth the risk of the loss of Hamilton Owens? Who is going to want to take the call complaining about the noise from a business jet taking off? In this case, I feel as though the negatives far outweigh the potential benefits. I appreciate your thoughts on this matter, and hope you take my input seriously. Should you have any questions or wish to discuss this way further

Attachment: Public Input on S Edisto Rezoning_2 (6191 : ZMA-2020-0014: 901, 903, 911, and 919 S. Edisto Avenue,)

David Allen

Sent from my iPad

Attachment: Public Input on S Edisto Rezoning_2 (6191 : ZMA-2020-0014: 901, 903, 911, and 919 S. Edisto Avenue,)

Hammond, Erika

From: Brennan, Will J
Sent: Monday, September 14, 2020 3:04 PM
To: Hammond, Erika
Subject: Fw: [EXTERNAL] Columbia Planning Commission Meeting - 15 September
Attachments: Brennan.pdf

From: Michael Medsker <Michael.Medsker@hotmail.com>
Sent: Monday, September 14, 2020 2:59 PM
To: Brennan, Will J <Will.Brennan@columbiasc.gov>
Cc: Joel McCreary <jm@msarch.net>; Chris Eversmann <eversmann.chris@richlandcountysc.gov>; John Parrish - RC Airport Commission (mastercleanjanitorial@gmail.com) <mastercleanjanitorial@gmail.com>
Subject: [EXTERNAL] Columbia Planning Commission Meeting - 15 September

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Jim Hamilton – LB Owens Airport
Richland County Airport Commission
Richland County Department of Public Works
Your "Welcome to Columbia!" Airport for over 90 years
◆ *1400 Jim Hamilton Blvd* ◆ *Columbia, South Carolina 29205* ◆ *803.767.1789* ◆
◆ *www.FlyKCUB.com* ◆

September 14, 2020

The Honorable **Will Brennan**
Councilman, City of Columbia
P.O. Box 147
Columbia, South Carolina 29217

Dear Councilman Brennan,

In the July 13th City of Columbia Planning Commission Meeting the re-zoning request for a South Edisto property was recommended to be changed from M-1 to RG-2, despite Staff recommendations to deny the change. In our last Richland County Airport Commission (RCAC) meeting, the project was presented to us by the developer for endorsement but instead received unanimous opposition to the proposed "Rosewood" multi-family project. That opposition was conveyed to the City through the City Planning Director and the City Zoning Administrator.

I'm dismayed at the Planning Commission's decision. To deem a property bounded by the CSX rail corridor and the approach/departure alignment of the Jim Hamilton – LB Owens Airport (KCUB) as compatible for multi-family or any other type of residential use just doesn't make sense.

Airports such as ours serve as community business, recreation and economic thresholds for the City of Columbia, Richland County and the Midlands. The Jim Hamilton – LB Owens Airport is more land constrained than most similar airports in other communities. Further, the end of our runway 13 is the most constrained and subject to the most development pressure due to its orientation to the City center. Therefore, it is land use decisions such as the current request to rezone that threatens the existence of that threshold and its contribution to our community.

Residential land use on the near approach/departure ends of any airport/runway are not compatible with one another. Operations at KCUB have been ongoing for 90 years and it seems incumbent on local politicians and officials to assure all

Attachment: Public Input on S Edisto Rezoning_2 (6191 : ZMA-2020-0014: 901, 903, 911, and 919 S. Edisto Avenue,)

near community uses are compatible and that they provide the safety and residential quality of life features that cannot possibly be provided by railroads and airports.

The Richland County Airport Commission believes that the M-1 industrial and business designation of the property is the correct zoning classification. But, if the City disagrees, please do not allow such an incompatible land use to be developed within near proximity of aircraft operations for one of your community's vital and established thresholds. Please vote against the rezoning request affiliated with this project.

With appreciation for your consideration, I am sincerely,

//Original Signed//

Commissioner Michael Medsker
Richland County Airport Commission

Send from Michael.Medsker@HotMail.Com
Ph: 803-521-0936

Attachment: Public Input on S Edisto Rezoning_2 (6191 : ZMA-2020-0014: 901, 903, 911, and 919 S. Edisto Avenue,)

We Are Columbia

MEETING DATE: **September 15, 2020**

DEPARTMENT: **Planning and Development Services**

FROM: ***Krista Hampton, Director***

SUBJECT: **Zoning Map Amendment for 1801 Assembly Street, TMS# 09015-15-04**

FUNDING SOURCE & ORIGINAL BUDGET:

PURPOSE:

Council District: 2

Proposal: Request to rezone the parcel from Office and Institutional District (C-1), -Design/Development District (-DD) to Central Area Commercial District (C-4), -Design/Development District (-DD).

Applicant: Andrew Rogerson, Garvin Design Group

Staff Recommendation: Approval

PC Recommendation: 08/03/2020; Approval (6-0)

ATTACHMENTS:

- ZMA-2020-0018_Assembly1801_ZPH (PDF)

CITY COUNCIL

September 15, 2020 at 2:00pm
Virtual Meeting Using Video Conferencing Technology, Columbia, SC

Zoning Map Amendment Case Summary
1801 Assembly Street, TMS# 09015-15-04

Council District: 2

Proposal: Request to rezone the parcel from Office and Institutional District (C-1), -Design/Development District (-DD) to Central Area Commercial District (C-4), -Design/Development District (-DD).

Applicant: Andrew Rogerson, Garvin Design Group

Staff Recommendation: Approval

PC Recommendation: 08/03/2020; Approval (6-0)

ZPH, 1st Reading: 09/15/2020; Pending

2nd Reading: 10/15/2020; Pending

CURRENT PARCEL CHARACTERISTICS/CONDITIONS

Acreage: 0.68 acres
Current Use: Commercial/Office
Proposed Use: Mixed Use Residential
Current Land Use Classification: Central Business Area (CBA)
Current Zoning: Office and Institutional District (C-1), -Design/Development District (-DD)
Proposed Zoning: Central Area Commercial District (C-4), -Design/Development District (-DD)

PLANS, POLICIES, AND LAND USE

Comprehensive Plan Land Use Classification
The future land use for the subject property is Central Business Area (CBA) in the Future Land Use Map. This land use classification is a carry forward from *The Columbia Plan 2018*, however the classification itself was renamed for clarity, from "Central Business District (SD-3)" to "Central Business Area (CBA)."

Columbia's Central Business Area (CBA) is the core of the downtown . It is a highly dense and walkable area with a multitude of uses including hotels, restaurants, residential, office buildings, support services, entertainment amenities, and public facilities. While parts of the Central Business Area have significant historical character to preserve, this is the area in the City most likely to see high-rise redevelopment and infill.

Primary Types

- Multi-family High-rise

Attachment: ZMA-2020-0018_Assembly1801_ZPH (6192 : ZMA-2020-0018: 1801 Assembly Street, TMS# 09015-15-04)

- Multi-family Mixed Use Medium & High-rise
- Business/Employment Small to Extra Large

Secondary Types
- Multi-family Medium & Large
- Civic/Institutional Small to Large
- Flex Small to Large
- Parking Structures

Tertiary Types
- Single-family Attached
- Cemeteries & Mausoleums
- Parking Lots

Existing Neighborhood, Small Area, Community, and/or Corridor Plans
The subject property is located within the study area of the *City Center Master Plan* (1999), however the property is not located within one of the specified Districts set forth in the plan. The plan as a whole included an economic analysis of the study area, reviewing appropriate uses and identifying catalyst projects. As part of the City Center Master Plan planning process, design guidelines were developed and adopted as a zoning overlay - the City Center Design/Development Overlay District. The stated purpose and objectives of the Guidelines reflect the general recommendations of the plan for the area, including:

- "To reinforce and build upon Columbia's architectural and design assets.
- To create a high quality, pedestrian-friendly environment in City Center.
- To establish a shared public-private partnership in promoting and achieving high quality development and design in City Center.
- To create a development pattern that connects the different areas and elements within City Center, without promoting design uniformity.
- To reinvigorate CityCenter's existing residential neighborhoods and promote new residential development in City Center as a means of injecting around-the-clock life into the area." (*City Center Design Guidelines*, 1-6 through 1-7)

PROPOSED ZONING DISTRICT SUMMARY

The subject property is currently zoned Office and Institutional District (C-1), -Design/Development District (-DD). The abutting properties in the City of Columbia have base zoning of Office and Institutional District (C-1) to the North, West, and South and Central Business District (C-5) to the East.

The proposed zoning district is Central Area Commercial District (C-4), -Design/Development District (-DD).

Central Area Commercial District (C-4)

> The C-4 district is intended to accommodate retail, office, service and distribution uses generally benefitting by location in the central area of the city, and generally complementary to uses and characteristics of use ordinarily found in the retail core or central business district. Certain related structures and uses required to serve the needs of such areas are permitted outright or are permissible as special exceptions subject to restrictions and requirements intended to best fulfill the intent of this article. A principal purpose of the C-4 district is to provide for uses complementary to those found in the C-5 central business district zone, but simultaneously to create a character less congested than that of the C-5 district by requiring yards and off-street parking. It is, therefore, the intent of this article that C-4 central area commercial districts be established only contiguous to or in the immediate vicinity of the C-5 central business district zone.

STAFF RECOMMENDATION

Staff recommends City Council rezone the parcel from C-1, -DD to C-4, -DD.

Attachment: ZMA-2020-0018_Assembly1801_ZPH (6192 : ZMA-2020-0018: 1801 Assembly Street, TMS# 09015-15-04)

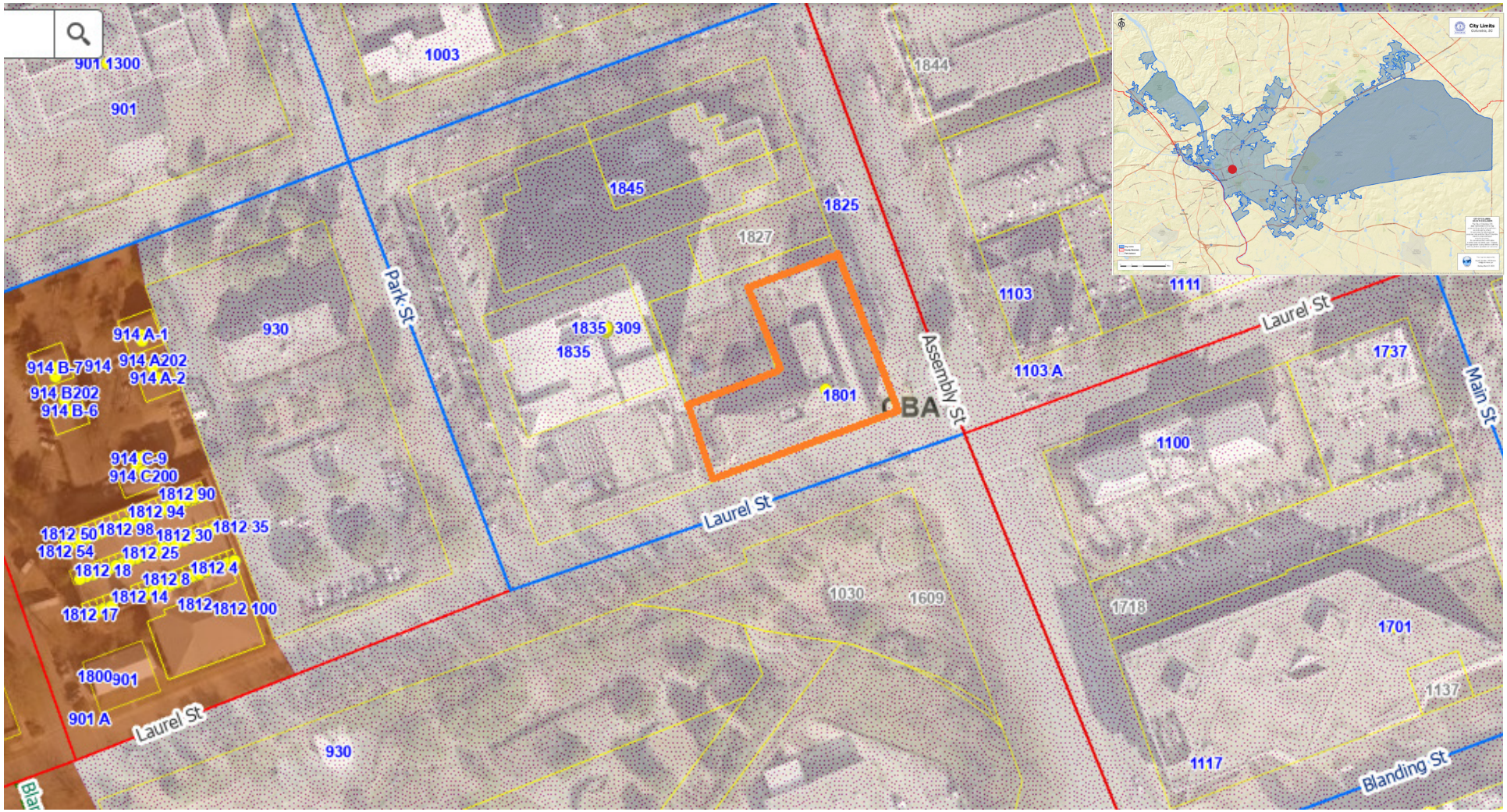
02/18/2019

Attachment: ZMA-2020-0018_Assembly1801_ZPH (6192 : ZMA-2020-0018: 1801 Assembly Street,

© All Pictometry

Land Use Map

1801 Assembly Street, TMS# 09015-15-04;
Existing FLU: Pending



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
S/A - Sports/Amusement
C/I - Civic/Institutional
CBA - Central Business Area
ZOO - Riverbanks Zoo & Garden
U/C - Universities/Colleges
FJ - Fort Jackson
T/S - Transitional/Sensitive Lands

We Are Columbia

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Prepared by: Shane Shaughnessy
August 6, 2020

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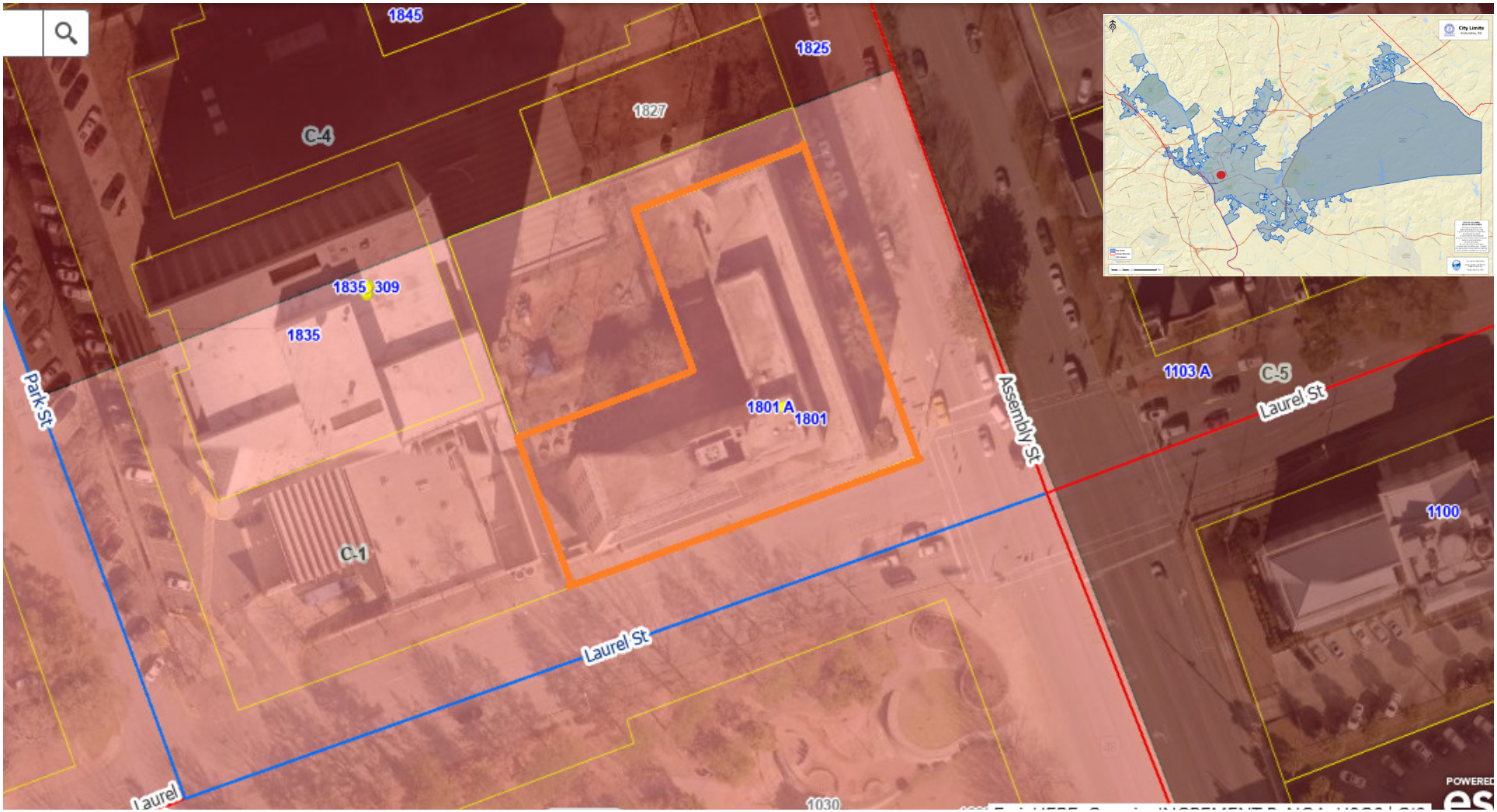
Attachment: ZMA-2020-0018_Assembly1801_ZPH (6192 : ZMA-2020-0018: 1801 Assembly Street, TMS#

Zoning Map

1801 Assembly Street, TMS# 09015-15-04;
Current Zoning: C-1, -DD, Proposed Zoning: C-4, -DD



We Are Columbia

Prepared by: Shane Shaughnessy
July 2, 2020

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DISCLAIMER:
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Attachment: ZMA-2020-0018_Assembly1801_ZPH (6192 : ZMA-2020-0018: 1801 Assembly Street, TMS#

Table of Permitted Uses
C-1
Permitted Principal Uses
Landscape counseling and planning
Building Construction - Office Only
Construction other than building construction - Office Only
Arrangement of Transportation Services
Water supply services
Sewerage Systems (Sec. 17-262)
Finance, Insurance, and Real Estate
Organization hotels and lodginghouses on membership basis
Cemetary subdividers and developers
Photographic Studies, portrait
Funeral Service and crematories
Advertising agences
Consumer credit reporting agences
Blueprinting and photocopying (Sec. 17-264)
Commercial photography, art and graphics
Stenographic services and reproduction services not elsewhere classified
Employment agencies
Temporary help services
Computer and data processing services
Detective agencies and protective services
Parking Lots
Municipal or other passive recreation facilities (parks, greenways, including administrative facilities)
Dance studios
Public Golf Course
Offices of physicians
Nursing and personal care facilities
Hospitals
Medical and dental laboratories
Legal services
Colleges, universities, professional schools, and junior colleges
Libraries and information centers
Business and secretarial schools
Vocational schools except vocational high schools not elsewhere classified
Individual and family siocial services
Job training and vocational rehabilitation services
Museums and art galleries
Business associations
Professional membership
Labor unions and similar organizations
Civic, social and fraternal associations
Political organizations
Religious organizations
Engineering, architectural, and surveying services
Accounting, auditing, and bookkeeping services
Commercial economic, sociological, and educational research

Table of Permitted Uses
C-4
Permitted Principal Uses
Agricultural services with indoor kennels
Agricultural services with outdoor kennels
Landscape counseling and planning
Building Construction - Office Only
Construction other than building construction - Office Only
Private Commercial Storage (Sec. 17-260)
Arrangement of Transportation Services
Telephone communication (wire or radio)
Radio and television broadcasting
Water supply services
Sewerage Systems (Sec. 17-262)
Paint, glass and wallpaper stores
Hardware stores
Department stores
Variety stores
General merchandise stores: Miscellaneous general merchandise stores
Grocery Stores
Retail bakeries
Food stores: Miscellaneous
Motor vehicle dealers (new and used)(Sec. 17-286)
Motor vehicle dealers (used only)(Sec. 17-286)
Auto and home supply stores (Sec. 17-286)
Apparel and accessory stores
Furniture, home furnishings and equipment stores
Eating Places
Drinking Places (alcoholic beverages)(Sec. 17-269)
Drugstores and proprietary stores
Miscellaneous shopping goods stores
Mail order house
Fuel and ice dealers, except oil fuel dealers and bottled gas dealers
Florist
Cigar store and stands
New dealers and newsstands
Miscellaneous retail stores, not elsewhere classified
Finance, Insurance, and Real Estate
Banquet Hall
Cemetary subdividers and developers
Hotels, motels, and tourist courts
Suite Hotel (Sec. 17-271)
Bed and breakfast hotel (Sec. 17-271)
Organization hotels and lodginghouses on membership basis
Garment pressing and agents for laundries and dry cleaners
Taylor and alteration shops
Linen supply
Diaper service

Attachment: ZMA-2020-0018_Assembly1801_ZPH (6192 : ZMA-2020-0018: 1801 Assembly Street, TMS# 09015-15-04)

Noncommercial research organization
Management and public relations services
Detached One-Family Dwelling
Attached Two-Family Dwelling
High-Rise (Sec. 17-304)
Mid-Rise (Sec. 17-267)
Miscellaneous services
Executive Offices
Legislative bodies
General government not elsewhere classified
Courts
Police and Fire Protection
Public finance, taxation, and monetary policy
Administration of human resources programs
Administration of environmental quality and housing programs
Administration of economic programs
Permitted in District, provided owner and/or tenant complies with the associated conditions set forth in this article
Municipal active recreation facilities (athletic ball fields, swimming pools, playgrounds, including administration facilities)(Sec. 17-289)
Non-depository personal credit institutions (pay day loan and/or title loan establishments (Sec. 17-294)
Offices and clinics of other health practictioners, including therapeutic massage (17-288)
Elementary and Secondary Schools (17-296)
Permitted Accessory Use
Private Commercial Storage (Sec. 17-260)
Eating Places
Drugstores and proprietary stores
Beauty Shops
Barbershops
Reupholstery and furniture repair
Permitted as an Accessory Use or as a Principal Use by Special Exception
Food crops grown within a covered enclosure
General farms, primarily crop
Special Exception by Board of Zoning Appeals
Veterinary services with indoor kennels
Veterinary services with outdoor kennels
Roominghouses and boardinghouses
U.S. Postal Service
Drinking Places (alcoholic beverages)(Sec. 17-269)
Electric substations
Florist
Cigar store and stands
New dealers and newsstands

Coin-operated laundries and dry cleaning
Photographic Studies, portrait
Beauty Shops
Barbershops
Shoe repair shops, shoeshine parlors, and hat cleaning shops
Funeral service and crematories
Miscellaneous personal services, except massage parlors and spas
Advertising agences
Consumer credit reporting agences
Blueprinting and photocopying (Sec. 17-264)
Commercial photography, art and graphics
Stenographic services and reproduction services not elsewhere classified
Disinfecting and extermination services
Cleaning and maintenance services to dwellings and other buildings not elsewhere classified
Personal supply services
Business services not elsewhere classified
Employment agencies
Temporary help services
Computer and data processing services
Detective agencies and protective services
Passenger car rental and leasing without driver
Truck rental and leasing without drivers
Utility trailer and recreational vehicle rental
Parking Lots
Carwashes
Radio and mobile telephone installation shops
Radio and television repair shops
Refrigeration and air conditioning service and repair shops
Watch and jewelry repair
Reupholstery and furniture repair
Repair shops, not otherwise classified
Motion picture production
Motion picture theaters except drive-in
Bowling alleys and billiard and pool establishments
Physical fitness facilities and yoga facilities
Dance studios
Professional sports clubs and promoters
Municipal or other passive recreation facilities (parks, greenways, including administrative facilities)
Coin-operated amusement devices
Amusement parks
Membership Sports and Recreation Clubs
Amusement and recreation services not elsewhere classified

Attachment: ZMA-2020-0018_Assembly1801_ZPH (6192 : ZMA-2020-0018: 1801 Assembly Street, TMS# 09015-15-04)

Miscellaneous retail stores, not elsewhere classified
Apparel and accessory stores
Coin-operated laundries and dry cleaning
Garment pressing and agents for laundries and dry cleaners
Miscellaneous personal services, except massage parlors and spas
Massage parlors and spas
Business services not elsewhere classified
Agricultural services with indoor kennels
Agricultural services with outdoor kennels
Parking structures
Radio and mobile telephone installation shops
Watch and jewelry repair
Motion picture theaters except drive-in
Physical fitness facilities and yoga facilities
Membership Sports and Recreation Clubs
Arboreta, botanical and zoological gardens
Day Care Facilities (Sec. 17-265)
Residential Care (Sec. 17-266)
Attached One-Family Dwelling
Multi-Family Dwelling
Group Development
Dormitories, Public
Fraternity and sorority houses

Offices of physicians
Nursing and personal care facilities
Hospitals
Medical and dental laboratories
Legal services
Colleges, universities, professional schools, and junior colleges
Libraries and information centers
Business and secretarial schools
Vocational schools except vocational high schools not elsewhere classified
Individual and family siocial services
Job training and vocational rehabilitation services
Museums and art galleries
Arboreta, botanical and zoological gardens
Business associations
Professional membership
Labor Unions and similar labor organizations
Civic, social and fraternal associations
Political organizations
Religious organizations
Engineering, architectural, and surveying services
Accounting, auditing, and bookkeeping services
Commercial economic, sociological, and educational research
Noncommercial research organization
Testing laboratories
Management and public relations services
High-Rise (Sec. 17-304)
Mid-Rise (Sec. 17-267)
Dormitories, Public
Miscellaneous services
Executive Offices
Legislative bodies
General government not elsewhere classified
Courts
Police and Fire Protection
Public finance, taxation, and monetary policy
Administration of human resources programs
Administration of environmental quality and housing programs
Administration of economic programs

Permitted in District, provided owner and/or tenant complies with the associated conditions set forth in this article
Used merchandise stores without weapons (Sec. 17-87)
Non-depository personal credit institutions (pay day loan and/or title loan establishments (Sec. 17-294)
Municipal active recreation facilities (athletic ball fields, swimming pools, playgrounds, including administration facilities)(Sec. 17-289)
Offices and clinics of other health practictioners, including therapeutic massage (Sec. 17-288)
Elementary and Secondary Schools (17-296)

Attachment: ZMA-2020-0018_Assembly1801_ZPH (6192 : ZMA-2020-0018: 1801 Assembly Street, TMS# 09015-15-04)

Permitted Accessory Use
Reupholstery and furniture repair

Permitted as an Accessory Use or as a Principal Use by Special Exception
Food crops grown within a covered enclosure
General farms, primarily crop

Permitted in District, provided owner and/or tenant complies with the associated conditions set forth in this article or by Special Exception by Board of Zoning Appeals
Dormitories , Private (Sec. 17-321)

Special Exception by Board of Zoning Appeals
Furnitures and fixtures
Printing, publishing and allied industries
Local and suburban transit and interurban highway passenger transportation and service facilities for motor vehicle passenger transportation
U.S. Postal Service
Electric substations
Gasoline service stations (Sec. 17-286)
Liquor Stores
Used merchandise stores with weapons
Pawn shops
Massage parlors and spas
Parking structures
Automotive repair shops
Automotive services, except repair and carwashes
Bingo parlors
Day Care Facilities (Sec. 17-265)
Residential Care (Sec. 17-266)
Fraternity and sorority houses

Attachment: ZMA-2020-0018_Assembly1801_ZPH (6192 : ZMA-2020-0018: 1801 Assembly Street, TMS# 09015-15-04)

We Are Columbia

MEETING DATE: **September 15, 2020**

DEPARTMENT: **Planning and Development Services**

FROM: ***Krista Hampton, Director***

SUBJECT: **Zoning Map & Text Amendment for 1601 Hampton Street, TMS# 11402-05-13**

FUNDING SOURCE & ORIGINAL BUDGET:

PURPOSE:

Ordinance No.: 2020-086 Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 17, Planning, Land Development and Zoning, Article V, Historic Preservation and Architectural Review, Division 4, Landmarks, Sec. 17-691 Buildings and sites list, (d), to add 1601 Hampton Street, Richland County TMS #11402-05-13

Council District: 2

Proposal: Request to rezone the parcel from Office and Institutional District (C-1), -Design/Development Area (-DD) to Office and Institutional District (C-1), -Design/Development Area (-DD), -Design and Preservation Area (-DP) and amend Chapter 17 - Article V, Division 4 - §17-691(d) to designate structure as a Group III Landmark.

Applicant: Kristen Washburn, Thomas Hamilton Title Services LLC

Staff Recommendation: Approval

PC Recommendation: 07/13/2020; Approval (7-0)

ATTACHMENTS:

- ZMA-2020-0015_MA-TA_Hampton1601_ZPH (PDF)
- 2020-086 amend Sec. 17-691 Buildings and sites (d) add 1601 Hampton (PDF)

CITY COUNCIL

September 15, 2020 at 2:00pm
Virtual Meeting Using Video Conferencing Technology, Columbia, SC

Zoning Map & Text Amendment Case Summary
1601 Hampton Street, TMS# 11402-05-13

Council District: 2

Proposal: Request to rezone the parcel from Office and Institutional District (C-1), -Design/Development Area (-DD) to Office and Institutional District (C-1), -Design/Development Area (-DD), -Design and Preservation Area (-DP) and amend Chapter 17 – Article V, Division 4 - §17-691(d) to designate structure as a Group III Landmark.

Applicant: Kristen Washburn, Thomas Hamilton Title Services LLC

Staff Recommendation: Approval

PC Recommendation: 07/13/2020; Approval (7-0)

D/DRC Recommendation: 07/09/2020; Approval (6-0)

ZPH, 1st Reading: 09/15/2020; Pending

2nd Reading: 10/06/2020; Pending

CURRENT PARCEL CHARACTERISTICS/CONDITIONS

Age of Structure: Built c. 1922
Acreage: 0.26 acres
Current Use: Office
Proposed Use: Office
Current Land Use Classification: Urban Core Community Activity Center (UCAC-2)
Current Zoning: Office and Institutional District (C-1), -Design/Development Area (-DD)
Proposed Zoning: Office and Institutional District (C-1), -Design/Development Area (-DD), -Design and Preservation Area (-DP)
Landmark Status: Group III

HISTORICAL SIGNIFICANCE

The circa 1922-1923 two story, brick veneer Colonial Revival structure located at 1601 Hampton Street was designed by Charles Wilson, a prominent local architect who designed Logan School on Elmwood Avenue as well as several significant buildings on the Bull Street campus. The former residence is in an area of Columbia that has been transformed into an office and institutional district. Many of the residences that once lined these

Attachment: ZMA-2020-0015_MA-TA_Hampton1601_ZPH (6193 : ZMA-2020-0015: 1601 Hampton Street, TMS# 11402-05-13)

streets are disappearing and those that survive date from the late 19th and early 20th centuries. This property, 1601 Hampton Street, is among the few remaining structures to survive from its period of construction.

In addition to helping to preserve the character of a disappearing area, 1601 Hampton Street was home to Barnett Berry, the proprietor of B. Berry and Sons department store on Assembly Street. Barnett Berry was a Russian immigrant who relocated to Columbia in the late 19th century and founded a clothing and shoe store. Berry's business grew throughout the early 20th century. It was during this period of growth that he had this home designed and constructed, roughly coinciding with the opening of a second store on Main Street, which sold shoes. As his businesses continued to expand, Berry entered into a partnership with two of his sons, Joe and Nathan, to form B. Berry and Sons department store. This partnership laid the groundwork for Berry's on Main, one of Columbia's best known Main Street department stores. Both of Barnett Berry's sons, Nathan and Joe, lived at 1601 Hampton Street with their father. In addition to his local prominence as a clothing merchant, Barnett Berry was also an active member of the Beth Sholom, or House of Peace, synagogue. In 1909, Berry served as the secretary on the board of trustees and he later played a role in the dedication ceremony for the synagogue's second location.

PLANS, POLICIES, AND LAND USE

Comprehensive Plan Land Use Classification

The future land use for the subject property is Urban Core Community Activity Center (UCAC-2) in the Future Land Use Map. The future land use for the subject property prior to the adoption of *Columbia Compass: Envision 2036* on August 4, 2020 was Central Business District (SD-3). The proposed amendments to the maps were presented to the public during multiple *Columbia Compass* meetings in the Fall of 2019 and Spring of 2020, and were made accessible online via an interactive GIS map viewer dedicated to the proposed future land use maps. The case summary provided to Planning Commission indicated the current future land use at the time of review, as well as the anticipated update to the future land use classification with *Columbia Compass*.

Urban Core Community Activity Centers are medium scale collections of primarily business uses, developed within the urban grid of Columbia's neighborhoods. They are destination locations that serve an area of about a three-mile to five-mile radius or drive distance. These centers often occupy several city blocks (within a neighborhood) and include several dozen businesses and multi-family or mixed-use buildings. The destination nature of these centers means significant demand for transit facilities and parking. Their scale and architecture are larger than most of the surrounding single-family homes. The may be found as nodes in Urban Core Mixed Residential neighborhoods, or in lower intensity within Urban Core Residential neighborhoods.

Primary Types

- Multi-family Mixed-use Small & Medium
- Business/Employment Small & Medium (excl. Flex)

Secondary Types

- Multi-family Small & Medium

Tertiary Types

- Single-family Attached
- Civic/Institutional Small to Large
- Business/Employment Large (excl. Flex)
- Cemeteries & Mausoleums
- Parking Structures & Lots

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 of Columbia or Richland County.

Attachment: ZMA-2020-0015_MA-TA_Hampton1601_ZPH (6193 : ZMA-2020-0015: 1601 Hampton Street, TMS# 11402-05-13)

PROPOSED ZONING DISTRICT SUMMARY

The subject property is currently zoned Office and Institutional District (C-1). The abutting properties in the City of Columbia have base zoning of Office and Institutional District (C-1) to the East, General Residential District (C-3) to the North, and Central Area Commercial District (C-4) to the West and South.

The proposed zoning district is Office and Institutional District (C-1), -Design/Development Area (-DD), -Design and Preservation Area (-DP)

.

Office and Institutional District (C-1)

The C-1 district is intended to accommodate office, institutional, and certain types of residential uses in areas whose characteristic is neither general commercial nor exclusively residential in nature. Certain related structures and uses required to serve the needs of the areas are permitted outright or are permissible as special exceptions subject to restrictions and requirements intended to best fulfill the intent of this article.

Following are the criteria for listing as a Group III Landmark:

Section 17-691(d) of the Columbia City Ordinance outlines the criteria for designation as a Group III Landmark. "Group III consists of structures or sites which round out and extend the material-visual history of Columbia when added to Groups I and II; they evidence one or more of the following criteria for selection:

1. *The site of events, homes of men, etc., that are interesting locally.*

(2) Somewhat unusual characteristics in architectural design.
(3) Belonging to a family or "genera" of buildings recognized locally.
(4) A mediocre example of a style or type of building which is becoming, or in danger of becoming, extinct locally.
(5) Evidencing one or more of the criteria for Group II, but too decrepit or too destructively modified to constitute a prime historic document.
If possible, these should be preserved by "adaptive use," although not necessarily on their original sites. Generally, preservation of interiors is not of great importance and controlled remodeling of exteriors is in order."

Staff finds that 1601 Hampton Street meets items 1, 3, and 4 of the criteria for Group III landmarks.

STAFF RECOMMENDATION

Staff recommends City Council rezone the parcel from C-1, -DD to C-1, -DD, -DP and amend Chapter 17 – Article V, Division 4 - §17-691(d) to designate structure as a Group III Landmark.

Attachment: ZMA-2020-0015_MA-TA_Hampton1601_ZPH (6193 : ZMA-2020-0015: 1601 Hampton Street, TMS# 11402-05-13)

02/18/2019

Attachment: ZMA-2020-0015_MA-TA_Hampton1601_ZPH (6193 : ZMA-2020-0015: 1601 Hampton

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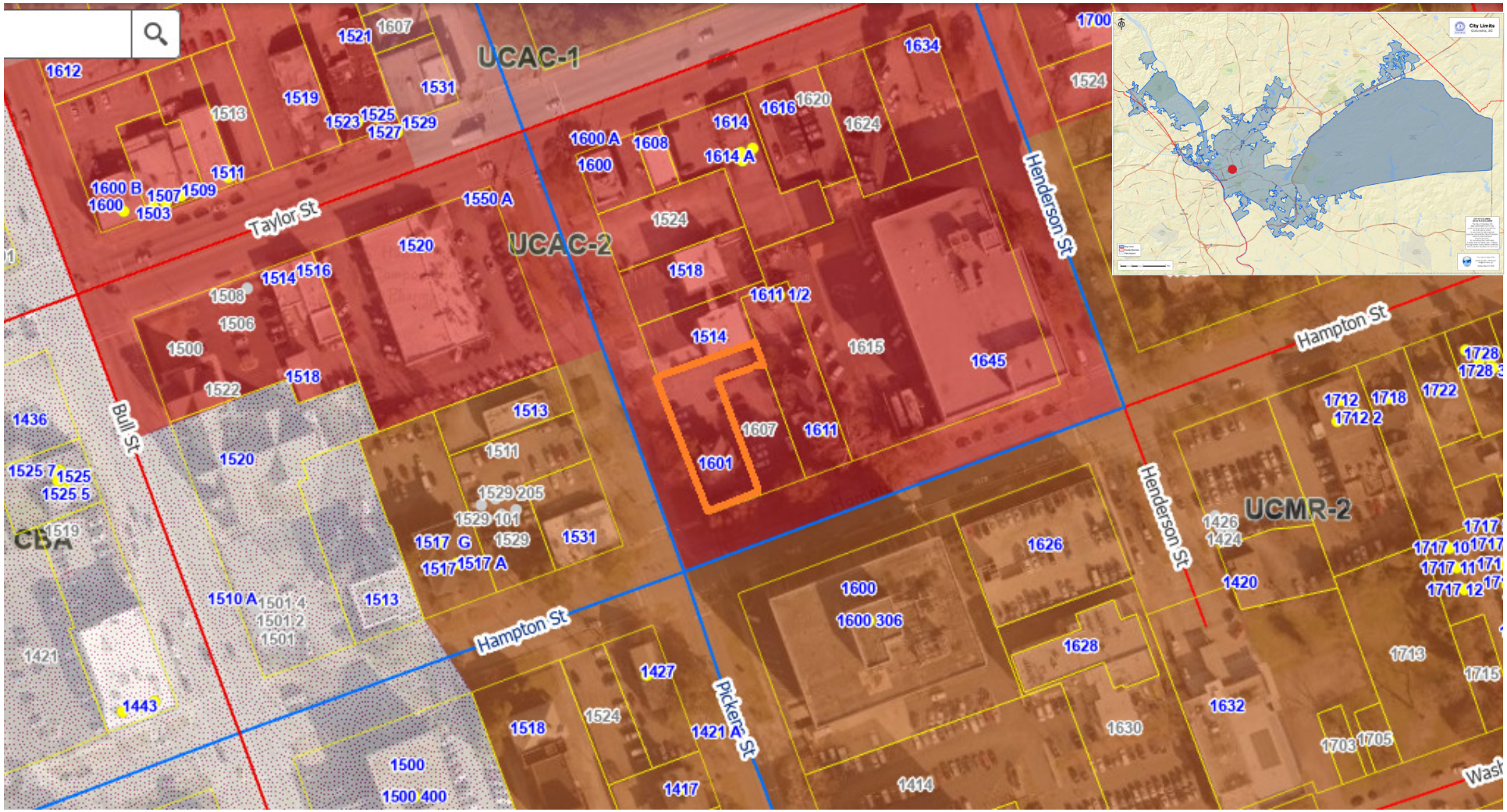
Land Use Map

1601 Hampton Street, TMS# 11402-05-13;
Existing FLU: Pending



We Are Columbia

N

Prepared by: Shane Shaughnessy
August 6, 2020

UCMR-1 - Urban Core Mixed Residential - 1	UCR-2 - Urban Core Residential Large Lot	UEAC-2 - Urban Edge Regional Activity Center	S/A - Sports/Amusement
UCMR-2 - Urban Core Mixed Residential - 2	UER-1 - Urban Edge Residential Small Lot	AC-1 - Neighborhood Activity Corridor	C/I - Civic/Institutional
UCMR-3 - Urban Core Mixed Residential - 3	UER-2 - Urban Edge Residential Large Lot	AC-2 - Community Activity Corridor	CBA - Central Business Area
UEMR - Urban Edge Mixed Residential	UCAC-1 - Urban Core Neighborhood Activity Center	AC-3 - Regional Activity Corridor	ZOO - Riverbanks Zoo & Garden
UCMF - Urban Core Multi-family	UCAC-2 - Urban Core Community Activity Center	EC - Employment Campus	U/C - Universities/Colleges
UEMF - Urban Edge Multi-family	UCAC-3 - Urban Core Regional Activity Center	IND - Industrial	FJ - Fort Jackson
UCR-1 - Urban Core Residential Small Lot	UEAC-1 - Urban Edge Community Activity Center	TU - Transportation & Utilities	T/S - Transitional/Sensitive Lands

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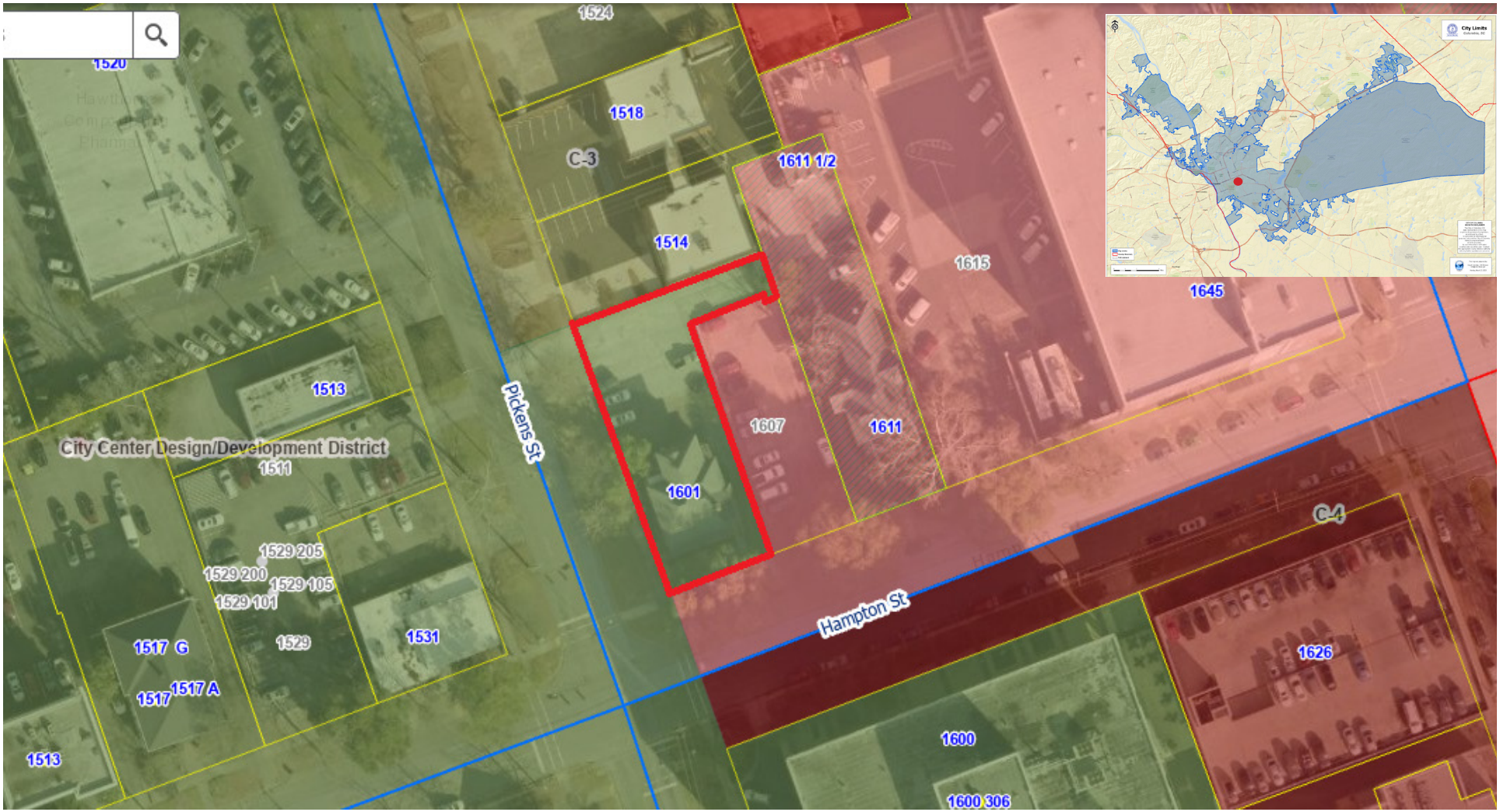
Attachment: ZMA-2020-0015_MA-TA_Hampton1601_ZPH (6193 : ZMA-2020-0015: 1601 Hampton Street,

Zoning Map

1601 Hampton Street, TMS# 11402-05-13;
Current Zoning: C-1, -DD Proposed Zoning: C-1, -DD, -DP



We Are Columbia

Prepared by: Shane Shaughnessy
June 9, 2020

DISCLAIMER:
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Attachment: ZMA-2020-0015_MA-TA_Hampton1601_ZPH (6193 : ZMA-2020-0015: 1601 Hampton Street,

LEGAL DEPARTMENT - LEGISLATIVE
Attachment: 2020-086 amend Sec. 17-691 Buildings and sites (d) add 1601 Hampton (6193 : ZMA-2020-0015: 1601 Hampton Street, TMS# 11402-

ORDINANCE NO.: 2020-086

Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 17, Planning, Land Development and Zoning, Article V, Historic Preservation and Architectural Review, Division 4, Landmarks, Sec. 17-691 Buildings and sites list, (d), to add 1601 Hampton Street, Richland County TMS #11402-05-13

BE IT ORDAINED by the Mayor and Council this ___ day of _____, 2020, that the 1998 Code of Ordinances of The City of Columbia, South Carolina, Chapter 17, Planning, Land Development and Zoning, Article V, Historic Preservation and Architectural Review, Division 4, Landmarks, Sec. 17-691, Buildings and sites list (d) to add 1601 Hampton Street, Richland County TMS #11402-05-13.

Requested by:

Assistant City Manager Gentry

_____
Mayor

Approved by:

_____
City Manager

Approved as to form:

T. A. Knox

_____
City Attorney

ATTEST:

_____
City Clerk

Introduced:
Final Reading:

Revised: 8/27/2020
20006398

We Are Columbia

MEETING DATE: **September 15, 2020**

DEPARTMENT: **Planning and Development Services**

FROM: ***Krista Hampton, Director***

SUBJECT: **Zoning Map and Text Amendment for 2531 Gervais Street, TMS# 11411-09-11**

FUNDING SOURCE & ORIGINAL BUDGET:

PURPOSE:

Ordinance No.: 2020-089 Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 17, Planning, Land Development and Zoning, Article V, Historic Preservation and Architectural Review, Division 4, Landmarks, Sec. 17-691 Buildings and sites list, (d), to add 2531 Gervais Street, Richland County TMS# 11411-09-11

Council District: 2

Proposal: Request to rezone the parcel from Office and Institutional District (C-1) to Office and Institutional District (C-1), -Design and Preservation Area (-DP) and amend Chapter 17 - Article V, Division 4 - §17-691(d) to designate structure as a Group III Landmark.

Applicant: Heather Cairns, First and Third LLC

Staff Recommendation: Approval

PC Recommendation: 08/03/2020; Approval

ATTACHMENTS:

- ZMA-2020-0017_MA-TA_Gervais2531_ZPH (PDF)
- 2020-089 amend Sec. 17-691 Buildings and sites (d) add 2531 Gervais Street (PDF)

CITY COUNCIL

September 15, 2020 at 2:00pm
Virtual Meeting Using Video Conferencing Technology, Columbia, SC

Zoning Map and Text Amendment Case Summary
2531 Gervais Street, TMS# 11411-09-11

Council District: 2

Proposal: Request to rezone the parcel from Office and Institutional District (C-1) to Office and Institutional District (C-1), -Design and Preservation Area (-DP) and amend Chapter 17 – Article V, Division 4 - §17-691(d) to designate structure as a Group III Landmark.

Applicant: Heather Cairns, First and Third LLC

Staff Recommendation: Approval

PC Recommendation: 08/03/2020; Approval (6-0)

D/DRC Recommendation: 09/10/2020; Pending

ZPH, 1st Reading: 09/15/2020; Pending

2nd Reading: 10/06/2020; Pending

CURRENT PARCEL CHARACTERISTICS/CONDITIONS

Age of Structure: built around 1925
Acreage: 0.35 acres
Current Use: Vacant- Storage
Proposed Use: Office
Current Land Use Classification: Urban Core Residential Small Lot (UCR-1)
Current Zoning: Office and Institutional District (C-1)
Proposed Zoning: Office and Institutional District (C-1), -Design and Preservation Area (-DP)
Landmark Status: Group III

HISTORICAL SIGNIFICANCE

This is a c.1925 brick, standalone grocery store. Owned and operated by an African American family, this building is a part of the property associated with 2537 Gervais, already deemed a landmark based on its history with the Woodson Family. This building retains some important original historic detailing, such as its roof form, windows, and brick masonry. With a plan to restore a historically appropriate entrance, the owners intend to restore the interior for commercial space.

George Woodson purchased the property on Gervais street in 1918 and shortly after had the two-story Queen Anne style home built for his family and it remained a prominent African American family home for many

Attachment: ZMA-2020-0017_MA-TA_Gervais2531_ZPH (6194 : ZMA-2020-0017: 2531 Gervais Street, TMS# 11411-09-11)

years. During the mid-1920's George had the brick building built to the left of the family home. Throughout the late 1920's and into the 1930's George operated the small store as a grocery according to the city directories at the time. As George Woodson's sons were brick mason, it is most likely they helped him construct this building for his grocery store. It is a simple gable roofed building with a front stepped parapet. It features exposed rafter tails around the eaves on the side elevations. The front elevation has a single entry flanked by two single six-over-six wood windows capped by brick arches. The front door has since been replaced but also has the same brick arched header that is over the windows. The right elevation also has another door as well as two windows located near the rear of the building. At the rear of the building two brick chimneys are also visible. The exterior is five-over-one common bond brick construction. The building is situated close to the street and features steps leading up from the sidewalk directly into the building.

The building described above, is significant under the criteria for Group III of Landmark Sec. 17-691. The significance is based on criteria (2) in that it is an unusual architectural design for commercial business located along this section of Gervais Street. It stands out from the typical commercial buildings that are generally street front one-to-two block commercial buildings with prominent window store fronts. This building is more representative of stand-alone commercial properties that families often operated off their own property. As it is one of the only types of its kind along this section of Gervais Street, it is also found significant under criterion (4) due to its risk for development which would erase its testament to history if lost.

PLANS, POLICIES, AND LAND USE

Comprehensive Plan Land Use Classification
The future land use for the subject property is Urban Core Residential Small Lot (UCR-1) in the Future Land Use Map.

Urban Core Residential Small Lot neighborhoods are common just outside the urban center; most were subdivided before 1950 and continue the grid or street network from the original planned portion of the City. This development type may represent existing neighborhoods and is also a development form appropriate for medium to large-scale redevelopments or infill sites. Traditional and contemporary architectural styles have a place in these neighborhoods. When infill development is designed, scale and orientation of existing structures on the block should act as design presets.

Primary Types
- Single Family Detached

Secondary Types
- Single-family Attached
- Two-family
- Three-family

Tertiary Types
- 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 located within the study area of *A Plan for the Redevelopment of East Central City (2004)* adopted by the City of Columbia, specifically Cluster One (Section 2, Page 4). The site analysis identified the subject property as within an area for potential revitalization (Section 2, Page 7) and recommends a future land use of attached single-family residential (Section 4C, Page 1), but also notes that "the Gervais St. Corridor, west of the Millwood Ave intersection, could provide some retail services and/or office at street level, while providing multi-family development along this corridor to provide diversity in housing types for the residents. This corridor will shape the gateway to Downtown Columbia" (Section 4C, Page 3). Street enhancements of Gervais Street and Millwood Avenue are recommended as a gateway into Downtown Columbia (Section 4C, Page 4). The property falls within Catalyst 1-6 (Manning Street), which

Attachment: ZMA-2020-0017_MA-TA_Gervais2531_ZPH (6194 : ZMA-2020-0017: 2531 Gervais Street, TMS# 11411-09-11)

makes recommendations to capitalize on the existing single-family fabric in the community, as well as the provision of street lighting.

PROPOSED ZONING DISTRICT SUMMARY

The subject property is currently zoned Office and Institutional District (C-1). The abutting properties in the City of Columbia have base zoning of Office and Institutional District (C-1) to the East, South, and West, Single-Family Residential District (RS-2) to the West, and Single-Family Residential District (RS-3) to the North.

The proposed zoning district is Office and Institutional District (C-1), -Design and Preservation Area (-DP).
.

Office and Institutional District (C-1)

The C-1 district is intended to accommodate office, institutional, and certain types of residential uses in areas whose characteristic is neither general commercial nor exclusively residential in nature. Certain related structures and uses required to serve the needs of the areas are permitted outright or are permissible as special exceptions subject to restrictions and requirements intended to best fulfill the intent of this article.

Following are the criteria for listing as a Group III Landmark:

Section 17-691(d) of the Columbia City Ordinance outlines the criteria for designation as a Group III Landmark. "Group III consists of structures or sites which round out and extend the material-visual history of Columbia when added to Groups I and II; they evidence one or more of the following criteria for selection:
(1) The site of events, homes of men, etc., that are interesting locally.
(2) Somewhat unusual characteristics in architectural design.
(3) Belonging to a family or "genera" of buildings recognized locally.
(4) A mediocre example of a style or type of building which is becoming, or in danger of becoming, extinct locally.
(5) Evidencing one or more of the criteria for Group II, but too decrepit or too destructively modified to constitute a prime historic document.

If possible, these should be preserved by "adaptive use," although not necessarily on their original sites. Generally, preservation of interiors is not of great importance and controlled remodeling of exteriors is in order."

Staff finds that 2531 Gervais Street meets items 2 and 4 of the criteria for Group III landmarks

STAFF RECOMMENDATION

Staff recommends City Council rezone the parcel from C-1 to C-1, -DP and amend Chapter 17 – Article V, Division 4 - §17-691(d) to designate structure as a Group III Landmark.

Attachment: ZMA-2020-0017_MA-TA_Gervais2531_ZPH (6194 : ZMA-2020-0017: 2531 Gervais Street, TMS# 11411-09-11)

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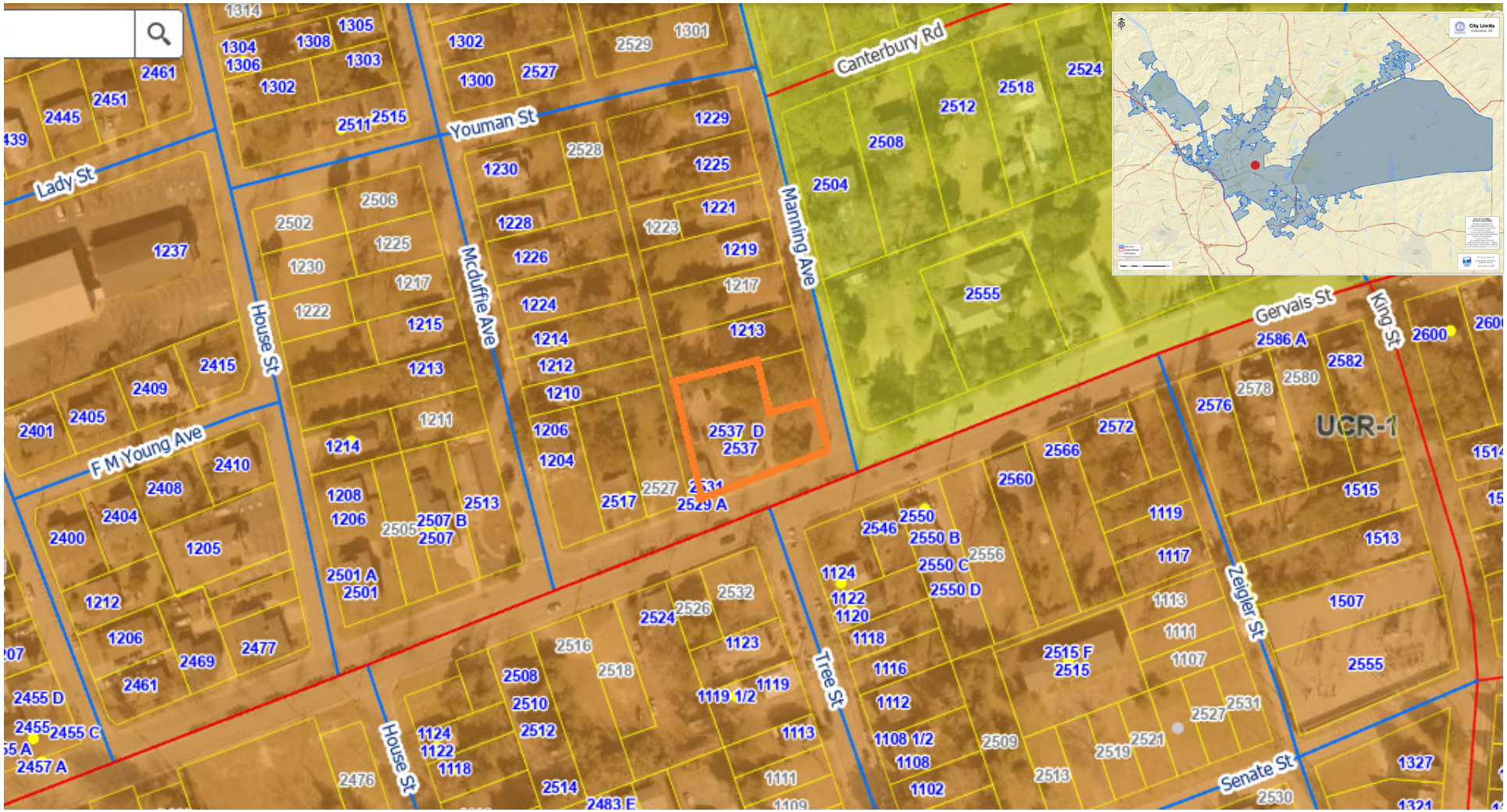
Attachment: ZMA-2020-0017_MA-TA_Gervais2531_ZPH
03/12/2019
Packet Pg. 980
© All Pictometry

Land Use Map

2531 Gervais Street, TMS# 11411-09-11;
Existing FLU: UCR-1



Attachment: ZMA-2020-0017_MA-TA_Gervais2531_ZPH (6194 : ZMA-2020-0017: 2531 Gervais Street,

We Are Columbia

N

Prepared by: Shane Shaughnessy
August 6, 2020

UCMR-1 - Urban Core Mixed Residential - 1	UCR-2 - Urban Core Residential Large Lot	UEAC-2 - Urban Edge Regional Activity Center	S/A - Sports/Amusement
UCMR-2 - Urban Core Mixed Residential - 2	UER-1 - Urban Edge Residential Small Lot	AC-1 - Neighborhood Activity Corridor	C/I - Civic/Institutional
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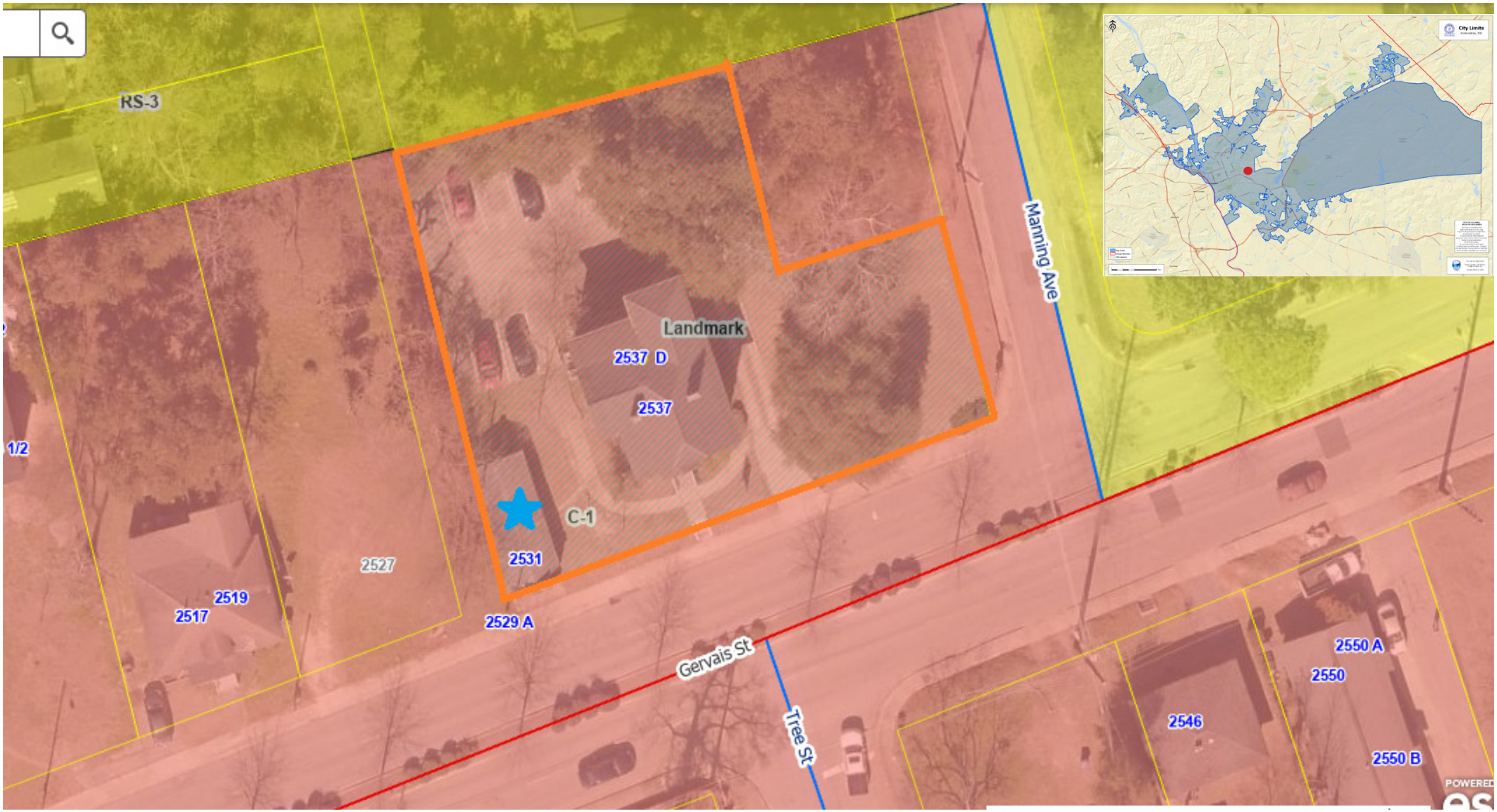
Zoning Map

2531 Gervais Street, TMS# 11411-09-11;
Current Zoning: C-1, Proposed Zoning: C-1, -DP



We Are Columbia

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Prepared by: Shane Shaughnessy
July 2, 2020

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Attachment: ZMA-2020-0017_MA-TA_Gervais2531_ZPH (6194 : ZMA-2020-0017: 2531 Gervais Street,

ORDINANCE NO.: 2020-089

Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 17, Planning, Land Development and Zoning, Article V, Historic Preservation and Architectural Review, Division 4, Landmarks, Sec. 17-691 Buildings and sites list, (d), to add 2531 Gervais Street, Richland County TMS# 11411-09-11

BE IT ORDAINED by the Mayor and Council this ___ day of _____, 2020, that the 1998 Code of Ordinances of The City of Columbia, South Carolina, Chapter 17, Planning, Land Development and Zoning, Article V, Historic Preservation and Architectural Review, Division 4, Landmarks, Sec. 17-691, Buildings and sites list (d) to add 2531 Gervais Street, Richland County TMS# 11411-09-11.

Requested by:

Assistant City Manager Gentry

_____
Mayor

Approved by:

_____
City Manager

Approved as to form:

T. A. Knox

_____
City Attorney

ATTEST:

_____
City Clerk

Introduced:
Final Reading:

Revised: 8/31/2020
20006523

LEGAL DEPARTMENT
Attachment: 2020-089 amend Sec. 17-691 Buildings and sites (d) add 2531 Gervais Street (6194 : ZMA-2020-0017: 2531 Gervais Street, TMS#

We Are Columbia

MEETING DATE: **September 15, 2020**

DEPARTMENT: **City Management Office**

FROM: ***Teresa Wilson, City Manager***

SUBJECT: **Fire Advisory Committee**

FUNDING SOURCE & ORIGINAL BUDGET:

The purpose of the FAC is to provide advisory recommendations into the department's policies, procedures, budget requests, and planning as it relates to providing fire service in the Richland County service area and in Columbia. The FAC should meet no less than quarterly. (IGA, 2-b)

We Are Columbia

MEETING DATE: **September 15, 2020**

DEPARTMENT: **City Clerk**

FROM: ***Erika Hammond, City Clerk***

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

FUNDING SOURCE & ORIGINAL BUDGET:

FOCUS AREAS: **Innovative & High Quality Municipal Services**

PURPOSE:

COVID-19
Street Paintings

We Are Columbia

MEETING DATE: **September 15, 2020**

DEPARTMENT: **City Clerk**

FROM: ***Erika Hammond, City Clerk***

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

FUNDING SOURCE & ORIGINAL BUDGET:

PURPOSE:

Capital City Stadium